COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 19, 2024

The Columbia City Council will conduct a Council Meeting on Tuesday, March 19, 2024 at 4:00 p.m. at City Hall (Council Chambers), 1737 Main Street, Third Floor, Columbia, SC 29201. Members of the public may view the meeting online at www.columbiasc.gov. Please contact the City Clerk's Office at (803)545-3045 or cityclerk@columbiasc.gov if you have questions regarding the meeting.

The Honorable Daniel J. Rickenmann, Mayor
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 Peter M. Brown, District IV ▪ The Honorable Tyler D. Bailey, At-Large

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

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

Individuals are allotted up to three minutes to address City Council about items on the agenda. Items requiring a public hearing cannot be addressed at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the February 6 and 20, 2024 Work Session and February 20, 2024 Council Meeting Minutes.

PRESENTATIONS

2. My Ancestor's Dream Journey to Ghana - Ms. Julia Dawson, W.A. Perry Middle School

3. Finklin Pharmacy Proclamation - The Honorable Tina N. Herbert

4. Social Work Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

5. Community Development Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

6. National Fair Housing Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

7. National Financial Literacy Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

CONSENT AGENDA ITEMS 8 THROUGH 25

8. Council is asked to approve the Fiscal Year 2023/2024 Contract Renewal for Assistance with Recruitment, Project Management, Promotions, Marketing, and Research, as requested by the Economic Development Department. Award to Central SC Alliance in the amount of $50,000.00. This firm is located in Columbia, SC.

   Funding Source: Economic Development Special Projects (5518419-638500). The original budget amount is $50,000.00.

   Endorsed by the Economic Development and Infrastructure Committee on December 5, 2023.

9. Council is asked to approve funding for Elevator Maintenance Services, as requested by the Support Services Division on February 14, 2024. Award to Otis Elevator using the OMNIA Cooperative Contract in the amount of $153,434.04. The current term of the contract ends on June 30, 2024 with the option to renew for two additional one-year periods. This firm is located in West Columbia, SC.

   Funding Source: Utilities Lake Murray Water Plant - Maintenance & Service Contract (5516207-638200) $14,583.36, General Support Services - Maintenance & Service Contract (1011201-638200) $23,510.52, Drew Wellness Center - Maintenance & Service Contract (1015115-638200) $2775.72, Support Services Public Building - Maintenance & Service Contract (5511219-638200) $27,596.04, Parking Sumter Street Park - Maintenance & Service Contract (5313106-638200) $11,391.36, Parking Arsenal Hill Deck - Maintenance & Service Contract (5313103-638200) $5367.84, Parking Lady Street Deck - Maintenance & Service Contract (5313104-638200) $11,391.36, Parking Washington Street Deck - Maintenance & Service Contract (5313108-638200) $5695.68, Parking Park Street Deck - Maintenance & Service Contract (5313109-638200) $5989.20, Parking PJ Cannon Deck - Maintenance & Service Contract (5313114-638200) $15,187.92, Police Administrative Services - Maintenance & Service Contract (1012402-638200) $6305.76, Parking Lincoln Street Deck - Maintenance & Service Contract (5313112-638200) $6098.52, Parking Devine Street Deck - Maintenance & Service Contract (5313115-638200) $12,411.36, Parking Sable Street Deck – Maintenance & Service Contract (5313116-638200) $3754.44, and Parking Freed Street Deck – Maintenance & Service Contract (5313117-638200) $3754.44. The original budget amount is $153,434.04.

10. Council is asked to approve the Purchase of Vehicles and Equipment for several City Departments, as requested by the Fleet Services Division. Award to multiple vendors in the amount of $939,248.36.

Item	Vendor	Vehicle/Heavy Equipment	Procurement Method	Amount
a.	Alan Jay Automotive Management dba Alan Jay Flee Sales Sebring, FL	One (1) 2024 Transit Van for the Parks & Recreation Department, as requested on February 2, 2024.	SC State Contract	$53,353.00
Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is $53,353.00.				
b.	Lynn Cooper, Inc. dba Cooper Motor Company Clinton, SC	Two (2) 2024 Ram 1500 Tradesman Quad Cab 4x4 Trucks for the Water Distribution Division, as requested on January 26, 2024.	SC State Contract	$87,922.00
Funding Source: Utilities Water Distribution & Maintenance. - Auto, Trucks, Heavy Equipment-Capital (5516203-658500). The original budget amount is $87,922.00.				
c.	Blanchard Machinery Company West Columbia, SC	Two (2) Wheel Loaders for the Solid Waste Division, as requested on February 7, 2024.	SC State Contract	$397,448.00
Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is $397,448.00.				
d.	Blanchard Machinery Company West Columbia, SC	Two (2) Atlas Copco Air Compressors for the Water Distribution Division, as requested on January 31, 2024.	Sourcewell Cooperative Contract	$59,940.00
Funding Source: Utilities Water Distribution & Maintenance - Machinery & Equipment-Capital (5516203-658300). The original budget amount is $59,940.00.				

e.	Carolina International Trucks Columbia, SC	Two (2) 2025 International Chassis with Dump Body Trucks for Public Works as requested on February 21, 2024.	Sourcewell Cooperative Contract	$271,387.36
Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is $271,387.36.				
f.	Love Chevrolet Columbia, SC	One (1) 2024 Chevrolet Tahoe for Columbia Water as requested on March 7, 2024.	SC State Contract	$69,198.00
Funding Source: Admin-ACM Public Services - Auto, Trucks, Heavy Equipment-Capital (5511109-658500). The original budget amount is $69,198.00.				
Total				**$939,248.36**

11. Council is asked to approve a Contract to Migrate UKG Workforce & Telestaff Software to UKG Pro Workforce Cloud for Time & Attendance Software as a Service Application, as requested by the Human Resources Department, on March 7, 2024. Award to UKG Kronos Systems, LLC, in the amount of $283,182.30. This vendor is located in Lowell, MA.

    Funding Source: Program Management Office – Cloud Based Software Solutions (6218950-632170) $20,932.30; Program Management Office – Professional Services (6218950-636600) $257,250.00; and Program Management Office - Computer Equipment/Hardware (6218950 – 627500) $5,000.00. The original budget amount is $283,182.30.

12. Council is asked to approve the Purchase of nine (9) Motorola Radios, as requested by the Fleet Services Division for the Columbia Police Department on February 15, 2024. Award to Motorola Inc., using the SC State Contract in the amount of $68,431.23. The vendor is located in Blythewood, SC.

    Funding Source: Capital Replacement - Radio Equipment (6308972-627800). The original budget amount is $68,431.23.

13. Council is asked to approve Contract Amendment #3 for Citywide Security Services, as requested by the Columbia Police Department on March 5, 2024. Award to Allied Universal Security Services in an amount not to exceed $119,673.60. The current term of the contract ends on July 31, 2024. This firm is located in Columbia, SC.

    Funding Source: Police Administrative Services - Professional Services (1012402-636600). The current budget amount is $2,014,962.23. The budget amount for this amendment is $119,673.60. The total revised budget amount is $2,134,635.83.

14. Council is asked to approve funding for Body Cameras, Tasers, Fleet Cameras, and Subscription Services, as requested by the Columbia Police Department on February 20, 2024. Award to Axon Enterprise, Inc. using the Sourcewell Cooperative Contract in the amount of $1,435,598.45 for year 2. The current term of the contract ends on December 31, 2028. This vendor is located in Scottsdale, AZ.

    Funding Source: Police Administration Services - Cloud Based Solution Services (1012402-632170) $1,054,623.27 and US Justice Grants Control - COPS FY22 Tech and Equipment - Cloud Based Solution Services (2659999-9234000022-632170) $380,975.18. The original budget amount is $1,435,598.45 for year 2.

15. Council is asked to approve a new Construction Contract for Project PK006806; Hyatt Park Phase 3 Improvements and Project PK004605; T.S. Martin Park Phase 4 Improvements, as requested by the Parks and Recreation Department on January 16, 2024. Award to Mashburn Construction Company, Inc., in an amount not to exceed $357,500.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date of June 30, 2024. This contractor is located in Columbia, SC.

    Funding Source: Community Development Block Grant (CDBG) General Capital Projects - Hyatt Park improvements Phase 3 - Capital Project Costs (4039999-PK006806-658650) $178,650.00 and General Capital Projects - TS Martin Park Improvements Phase 4 - Capital Project Costs (4039999-PK004605-6586500) $178,650.00. The original budget amount is $357,500.00.

16. Council is asked to approve Contract Amendment #3 for Project SS7568; a Construction Manager At-Risk Project for Saluda River Force Main Extension, as requested by Columbia Water on February 7, 2024. Award to McClam and Associates, Inc. in an amount not to exceed $135,000.00. The current term of the contract ends on July 31, 2024 and this amendment extends the contract base period to June 30, 2025. This firm is located in Little Mountain, SC.

Funding Source: Water and Sewer Capital Projects, Saluda River Force Main Extension, Capital Projects Cost (5529999-SS756801-658650). The current budget amount is $11,861,486.01. The budget amount for this amendment is $135,000.00. The total revised budget amount is $11,996,486.01.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 7% CDBE goal. The overall CDBE participation on the project is 3.11%. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE program. McClam & Associates, Inc. is the prime contractor and will provide construction management services at 97.78% ($132,000.00) of the total amendment amount.

The following subcontractors will provide additional services:

Palmetto Bridge Resources, LLC, located in Charleston, SC will provide assistance with the bridge component of the Guaranteed Maximum Price 2 at 2.22% ($3,000.00) of the amendment amount.

17. Council is asked to approve a new Professional Services Contract for Project WM4746; Water Treatment Plant Per-and Polyflouroalkyl Substances (PFAS) Professional Services, as requested by Columbia Water on February 22, 2024. Award to Black and Veatch Corporation in an amount not to exceed $185,300.00. The initial term of the agreement will take effect upon issuance of a Notice to Proceed with an end date 36 weeks from commencement and the option to renew for two additional one-year periods. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - PFAS Preliminary Professional - Capital Project Costs (5529999-WM474601-658650). The original budget amount is $200,000.00.

18. Council is asked to approve Contract Amendment #10 for Project WM4549; Columbia Canal Embankment Repair Services, as requested by Columbia Water on February 12, 2024. Award to Michael Baker International in an amount not to exceed $200,000.00. The current term of the contract ends on September 18, 2025. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Alternative Raw Water Pump Station/Canal Water Treatment Plant - Capital Project Costs (5529999-WM454901-658650). The current budget amount is $7,382,098.90. The budget amount of this amendment is $200,000.00. The total revised budget amount is $7,582,098.90.

Michael Baker International will provide technical consulting services for the design of an alternate raw water supply for the Canal Water Treatment Plant at 80.00% ($160,000.00) of the amendment amount.

Hazen and Sawyer of Columbia, SC will provide engineering services at 20.00% ($40,000.00) of the amendment amount.

19. Council is asked to approve Contract Amendment #3 for Project SS7497; Mill Creek Pump Station Miscellaneous Improvements, as requested by Columbia Water on February 5, 2024. Award to Weston and Sampson Engineers, Inc., in an amount not to exceed $209,500.00. The current term of the contract ends on December 31, 2024 and this amendment extends the contract from January 1, 2025 to June 30, 2026. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Mill Creek Pump Station Miscellaneous Improvements - Capital Project Costs (5529999-SS749701-658650). The current budget amount is $294,115.00. The budget amount for this amendment is $209,500.00. The total revised budget amount is $555,615.00.

This is a Clean Water 2020 Program project and a Mentor Protégé Program project. Weston and Sampson Engineers, Inc., is the mentor and will provide design, bid documents, bidding, and construction engineering services at 44.35% ($92,922.50) of the amendment amount.

Carper Civil Consulting, a Minority Business Enterprise (W) located in Columbia, SC, is the protégé and will provide permitting services and management of structural design services at 26.91% ($56,377.50) of the amendment amount.

The following subconsultants will provide additional services:

Howard Engineering, a Minority Business Enterprise (W) located in Marietta, GA, will assist with engineering design services at 24.82% ($52,000.00) of the amendment amount.

DWG Consulting Engineers, located in Mount Pleasant, SC, will assist with mechanical engineering design services at 3.92% ($8,200.00) of the amendment amount.

20. Council is asked to approve Indefinite Delivery Contract (IDC) Amendments for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water on February 8, 2024. Award to the following firms in an amount not to exceed $400,000.00. Project specific administration shall be required, executed, and issued for each waterline/hydrant leak restoration service project awarded under the approved IDC.

These are Mentor Protégé Program projects and the protégées will receive a minimum of 20% of the contract value.

Item	Vendor and Location	Description	Term	Amount
a.	G. H. Smith Construction Columbia, SC	IDC for Waterline Hydrant Repairs.	Base period with 4 one-year options to renew (1/1/2024 - 6/30/2024)	*$150,000.00*
Funding Source: Utilities Water Distribution & Maintenance - Special Projects (5516203-638500)				*$150,000.00*
b.	LAD Construction Swansea, SC	IDC for Waterline Hydrant Repairs.	Base period with 4 one-year options to renew (1/1/2024 - 6/30/2024)	*$100,000.00*
Funding Source: Utilities Water Distribution & Maintenance - Special Projects (5516203-638500)				*$100,000.00*
c.	Lake Murray Utility Company Prosperity, SC	IDC for Waterline Hydrant Repairs.	Base period with 4 one-year options to renew (1/1/2024 - 6/30/2024)	*$150,000.00*
Funding Source: Utilities Water Distribution & Maintenance - Special Projects (5516203-638500)				*$150,000.00*
Total Amount:				***$400,000.00***

21. Council is asked to approve a new Professional Services Contract for Project WM4777/SS7652; Caughman Road & Hallbrook Drive/Trailwood Lane Turn Lanes and Sewer Relocations, as requested by Columbia Water on January 29, 2024. Award to Mead and Hunt, Inc. in an amount not to exceed $427,288.80. The initial term of the agreement will take effect upon issuance of a Notice to Proceed with an end date 16 months from commencement and the option to renew for two additional one-year periods. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Caughman Road at Hallbrook Drive/Trailwood Lane - Capital Project Costs (5529999-SS764201-658650) $213,644.40 and Water and Sewer Capital Projects - Caughman Road at Hallbrook Drive/Trailwood Lane - Capital Project Costs (5529999-WM477701-658650) $213,644.40. The original budget amount is $427,288.80.

This is a Mentor Protégé Program project. Mead and Hunt, Inc. is the mentor and will provide project management, engineering, design, permitting, utility coordination survey, and bidding phase services at 73.31% ($313,239.20) of the total contract amount.

Highfill Infrastructure Engineering, PC, located in Columbia, SC, is the protégé and will provide construction administration and inspection services at 20.49% ($87, 549.60) of the total contract amount.

The following subconsultants will provide additional services:

Johnson, Mirmiran, and Thompson Engineering, Inc., located in Columbia, SC, will provide Subsurface Utility Engineering (SUE) Level A Test Hole services at 6.20% (26,500.00) of the total contract amount.

22. Council is asked to approve Contract Amendment #5 to purchase additional water meters and cellular communication endpoints for Advanced Metering Infrastructure (AMI), as requested by Columbia Water on January 30, 2024. Award to Badger Meter Incorporated, in an amount not to exceed $449,360.42. The current term of the contract ends on June 30, 2024. This vendor is located in Milwaukee, WI.

Funding Source: Utilities Water Distribution and Maintenance - Meters, Parts, and Supplies (5516203-625600). The current budget amount is $1,044,659.40. The budget amount for this amendment is $449,360.42. The total revised budget amount is $1,494,019.82.

23. ZONING MAP AMENDMENT for 480 S. Pickens Street, TMS#11212-06-06

Ordinance No.: 2023-133 - Amending the Official Zoning Map to modify the zoning for 480 S. Pickens Street, Richland County TMS# 11212-06-06

Council District: 3

Proposal: Request to rezone the property from Employment Campus District (EC) in the Airport Safety Overlay District (OV-A) to Residential Mixed District (RM-2) in the Airport Safety Overlay District (OV-A)

Applicant: Jeff Koon, Cirrus Living 001, LLC

Staff Recommendation: Approval

PC Recommendation: 11/9/2023; Approval (7-0)

First reading approval was given on February 20, 2024.

24. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2076 County Line Trail and 7 acre portion of County Line Trail; TMS#31700-01-04 and 28900-01-34

Ordinance No.: 2024-007 - Annexing 2076 County Line Trail and 7 acre portion of County Line Trail, Richland County TMS # 31700-01-04 and TMS # 28900-01-34 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Development District (PD), portions within the Floodplain Overlay District (OV-FP) and the Floodway Overlay District (OV-FW), for a pending annexation. The property is currently classified as neighborhood (Medium Density) and zoned Light Industrial (M-1) and Planned Development District (PDD) by Richland County.

Applicant: Mulberry Hall Properties, LLC and Leicestershire Properties, LLC

Staff Recommendation: Approval

PC Recommendation: 1/11/2024; Approval (6-0)

First reading approval was given on February 20, 2024.

25. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE - Update Use Regulations to Permit Minor Utility Facilities

Ordinance No.: 2024-008 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, (Unified Development Ordinance), Article 4, Use Regulations, Section 17-4.2, Principal Uses, (b) Principal Use Table, Table 17-4.2(b)(4): Principal Use For Base Zoning Districts

Proposal: Amendment to the Unified Development Ordinance, Chapter 17, and Article 4: Use Regulations to permit minor utility facilities in the Transitional/Conservation (T/C) District

Applicant: Hope Hasty, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 1/11/2024; Approval (6-0)

First reading approval was given on February 20, 2024.

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

Individuals are allotted up to three minutes to address City Council about matters about items requiring a public hearing.

26. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 8352 Parklane Road; TMS#17103-01-08

Ordinance No.: 2024-012 - Annexing 8352 Parklane Road, Richland County TMS #17103-01-08 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of Community Activity Center/Corridor (CAC) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned General Commercial (GC) by Richland County.

Applicant: AllSouth Federal Credit Union

Staff Recommendation: Approval

PC Recommendation: 2/8/2024; Approval (5-0)

27. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 7613 Garners Ferry Road; TMS#16314-03-16

Ordinance No.: 2024-011 - Annexing 7613 Garners Ferry Road, Richland County TMS #16314-03-16 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Edge Regional Activity Center (UEAC-2) and assign zoning of General Commercial District (GC) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned General Commercial (GC) by Richland County.

Applicant: C. Paul Harrison

Staff Recommendation: Approval

PC Recommendation: 2/8/2024; Approval (5-0)

28. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 507, 507A, 509, 505U, and 513U Piney Grove Road, 0.13 acre and 9.64 acres W/S Piney Grove Road, 4010, 4028, and 4032 Fernandina Road, 0.07 acre N/S Fernandina Road, and 0.01 acre E/S Fernandina Road; TMS# 04913-01-01, 04913-01-06, 04913-01-07, 04913-01-08, 04913-01-09, and 04914-01-01

Ordinance No.: 2024-013 - Annexing 507, 507A, 509, 505 U and 513 U Piney Grove Road, 0.13 acre and 9.64 acres W/S Piney Grove Road, 4010, 4028 and 4032 Fernandina Road, 0.07 acre N/S Fernandina Road and 0.01 acre E/S Fernandina Road, Richland County TMS #04913-01-01, TMS #04913-01-06, TMS #04913-01-07, TMS #04913-01-08, TMS #04913-01-09 and TMS #04914-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign the land use classification of Regional Activity Corridor (AC-3) and assign zoning of General Commercial District (GC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.

Applicant: Costco Wholesale Corporation

Staff Recommendation: Approval

PC Recommendation: 2/8/2024; Approval (5-0)

29. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 10 Bluff Road (portion), 1035 Dreyfus Road, 1025 Dreyfus Road, and 1017 Dreyfus Road; TMS# 11301-16-01 (portion), 11301-16-02, 11301-16-03, and 11301-16-04

Ordinance No.: 2024-015 - Annexing 10 Bluff Road (portion), 1035 Dreyfus Road, 1025 Dreyfus Road and 1017 Dreyfus Road, Richland County TMS #11301-16-01 (portion), TMS #11301-16-02, TMS #11301-16-03 and TMS #11301-16-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign zoning of Light Industrial District (LI), portions within the Floodplain and Floodway Overlay Districts (OV-FP and OV-FW), for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Light Industrial (M-1) by Richland County.

Applicant: CDG Dreyfuss, LLC

Staff Recommendation: Denial of zoning classification, Approval of annexation.

PC Recommendation: 2/8/2024; Approval (5-0)

30. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1100 Sandy Oaks Road (11.14 acre portion); TMS# 28913-02-04 (portion)

Ordinance No.: 2024-014 - Annexing 1100 Sandy Oaks Road (11.14 acre portion), Richland County TMS #28913-02-04 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Development District (PD) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Rural (RU) by Richland County.

Applicant: Freeway Mobile Home Park, LLC/HVP3 Development, LLC

Staff Recommendation: Approval

PC Recommendation: 2/8/2024; Approval (5-0)

31. ZONING MAP AMENDMENT for 1115 Greenlawn Drive; TMS# 16414-10-02

Ordinance No.: 2024-017 - Amending the Official Zoning Map to modify the zoning for 1115 Greenlawn Drive, Richland County TMS #16414-10-02

Council District: 4

Proposal: Request to rezone the property from Residential Single-Family - Large Lot District (RSF-1) to Office and Institutional District (O-I)

Applicant: John Blackmon

Staff Recommendation: Denial

PC Recommendation: 2/8/2024; Denial (5-0)

32. Zoning Map Amendment for 10 Bluff Road (portion); TMS# 11301-16-01 (portion)

Ordinance No.: 2024-016 - Amending the Official Zoning Map to modify the zoning for 10 Bluff Road (portion), Richland County TMS #11301-16-01 (portion)

Council District: 3

Proposal: Request to rezone the property from Employment Campus District (EC), a portion within the Floodplain Overlay District (OV-FP), to Light Industrial District (LI), a portion within the Floodplain Overlay District (OV-FP).

Applicant: CDG Dreyfuss, LLC

Staff Recommendation: Denial

PC Recommendation: 2/8/2024; Approval (5-0)

ZONING / PLANNING MATTERS - FIRST READING

33. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1408 and 1412 Grove Park Lane; TMS# 06268-02-02

Ordinance No.: 2024-004 - Annexing 1408 Grove Park Lane and 1412 Grove Park Lane, Richland County TMS #06268-02-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign land use classification of Urban of Community Activity Corridor (AC-2) and assign zoning of Mixed Use District (MU-1) for a pending annexation. The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.

Applicant: Gabriel Mbeng

Staff Recommendation: Approval

PC Recommendation: 12/14/2023; Approval (5-0)

The public hearing was held on January 23, 2024 and first reading was deferred.

ORDINANCES - FIRST READING

34. Ordinance No.: 2024-009 - Granting an encroachment to Subtext Acquisitions, LLC, for the use of the right of way areas of the 400 block of Blossom Street, the 400 block of Wheat Street, the 500 block of Williams Street and the 500 block of Huger Street for the installation and maintenance of sidewalks, landscaping and irrigation adjacent to 408 and 436 Blossom Street and 519 Huger Street, Richland County TMS# 08910-03-01, 08910-03-02A, 08910-03-02B, 08910-03-03 and 08910-03-04

35. Ordinance No.: 2024-010 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article II, Stormwater Quantity and Quality Control, Division 6, Charges and Fees, Section 21-61, Field inspection and plan review

36. Ordinance No.: 2024-018 - Approval for Conveyance of City Property Identified as Tract 401 containing 0.066 Acre (2,881 SF), Richland County TMS#07302-05-08 for Carolina Crossroads Project at I-126 near Lawand Drive and Arrowwood Road; CF#250-631

37. Ordinance No.: 2024-022 - Approval for Conveyance of City Property Identified as Tract 444 containing 0.065 acre (2,827 SF), Richland County TMS#05900-03-01 for Carolina Crossroads Project at I-26 Ramp C; CF#250-631

38. Ordinance No.: 2024-020 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Colite Technologies, LLC, Richland County TMS # 11410-09-07)

Endorsed by the Economic Development and Infrastructure Committee on December 5, 2023.

RESOLUTIONS

39. Resolution No.: R-2024-014 - Approval for Acceptance of 0.524 Acre and the New Colonial Life Sewer Pump Station from the South Carolina Department of Transportation for the Carolina Crossroads Project along I-126 at Lawand Drive and Arrowwood Road (Tracts 404 and 405); Richland County TMS# 07302-05-03; CF#250-631; Project ID# P027662

EVENT RESOLUTIONS

40. Resolution No.: R-2024-001 - Authorizing consumption of beer and wine only at the Main Street Jazz Fest powered by ColaJazz in the 1700 block of Main Street between Laurel Street and Blanding Street on Saturday, May 11, 2024 with a rain contingency date of Saturday, May 18, 2024

41. Resolution No.: R-2024-004- Authorizing consumption of beer and wine only at the Congaree Vista Guild's Artista Vista Live on Lincoln in the 1200 block of Lincoln Street between Lady Street and Gervais Street on Sunday, April 21, 2024 with a rain contingency date of Sunday, April 28, 2024

42. Resolution No.: R-2024-005 - Authorizing consumption of beer and wine only at The Moore Company's Spring Fling/Client Appreciation on Saturday, April 13, 2024 at the rear parking lot of 2931 Devine Street

43. Resolution No.: R-2024-006 - Authorizing consumption of beer, wine and liquor at South Carolina Pride: Outfest 2024 in the 1200 block of Park Street between Gervais Street and Lady Street on Saturday, June 1, 2024

44. Resolution No.: R-2024-010 - Authorizing consumption of beer and wine only at Group Therapy's Taco Therapy at the 2100 block of Greene Street and 700 and 800 blocks of Pavilion Avenue on Saturday, April 13, 2024 with a rain contingency date of Sunday, April 14, 2024

45. Resolution No.: R-2024-013 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA's Arts and Draughts on Friday, April 12, 2024

RESOLUTIONS AUTHORIZING PUBLIC INPUT ON ROAD CLOSURES

Individuals are allotted up to three minutes to address City Council about the following items. No action will be taken.

46. Resolution No.: R-2024-015 - Public Input on Closing of a portion of Cottontown Way, also known as Gaillard Street

47. Resolution No.: R-2024-018 - Public Input on Closing of a portion of Gordon Street between Barhamville Road and Waverly Street

COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 19, 2024

CITY COUNCIL REPORTS, REFERRALS, AND NEW BUSINESS

PUBLIC INPUT

Individuals are allotted up to three minutes to address City Council about matters not on the agenda. Items requiring a public hearing cannot be addressed at this time.

EXECUTIVE SESSION

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

    Albert Black v. City of Columbia et al.

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

    Closing of Gordon Street
    Closing of Cottontown Way
    Lumos Fiber of South Carolina, LLC Franchise Agreement
    Remote Meetings

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

    DMH Surplus Property

ADJOURNMENT

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **City Clerk**

FROM: ***Erika Hammond, City Clerk***

SUBJECT: **Council is asked to approve the February 6 and 20, 2024 Work Session and February 20, 2024 Council Meeting Minutes.**

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** MN_02062024_WS (PDF)
- #b: MN_02202024_WS (DOCX)
- #c: MN_02202024 (PDF)

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 6, 2024

CALL TO ORDER

The Columbia City Council conducted a Work Session on Tuesday, February 6, 2024 at City Hall (Mayor's Conference Room), 1737 Main Street, Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 10:08 a.m. and the following members were present: The Honorable Aditi Bussells, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. The Honorable Edward H. McDowell, Jr. and the Honorable William Brennan, Mayor Pro Tem participated remotely. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. The meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Peter M. Brown offered the invocation.

CITY COUNCIL DISCUSSION

1. Retention and Recruitment Strategy – Employee Engagement and Evaluation Process - Ms. Tiniece P. Javis, Ed.D, Director of Human Resources

Ms. Tiniece P. Javis, Ed.D., Director of Human Resources reviewed the city's retention and recruitment strategy, which includes changes in employee compensation, more informed and creative hiring practices, a training and leadership development program, and an alternative/hybrid work schedule.

There was a request to add customer service practices as a training course. There was an in-depth discussion about the career fair and associated costs, vacancies, job requirements, remote work guidelines, evaluation metrics, and employees being involved in the evaluation process.

2. Management & Organizational Assessment - Ms. Pamela R. Benjamin, CPM, Assistant City Manager for Administrative Services and Ms. Missy Caughman, MPA, CPM, Budget, Program Management and Grants Director

Ms. Pamela R. Benjamin, CPM, Assistant City Manager for Administrative Services discussed the Management and Organization Assessment being conducted by the Matrix Consulting Group. They are conducting a current state assessment of operational practices, organization structure, and resources and staffing allocations. They are also working on an interim report that will outline the current state assessment. They conducted a series of interviews with all of our departments to make sure they're understanding our structure.

There was a discussion about the current employee engagement survey.

3. City of Columbia Institute of Local Government Interns - Ms. Pamela R. Benjamin, CPM, Assistant City Manager for Administrative Services and Ms. Ashley Jenkins Wood, MPA, Special Projects Manager

Ms. Ashley Jenkins Wood, MPA, Special Projects Manager provided a brief update on the city of Columbia Institute of Local Government Intern Program. It provides a unique opportunity for undergraduate and graduate students to be immersed in local government and to learn more about the day-to-day operations required to run and maintain a municipality and its services. The internship program is offered in the spring, summer and fall. This is a paid internship and interns can receive academic credit.

There was discussion about the ratio of students from each university, the participation goal, targeted departments, and community engagement and activities.

4. Customer Relationship Management Platform Update - Ms. Pamela R. Benjamin, CPM, Assistant City Manager for Administrative Services

Ms. Pamela R. Benjamin, CPM, Assistant City Manager for Administrative Services explained the process for improving the customer experience. We did project discovery, looked at available technology, and had vendor meetings. Granicus, our original vendor recently purchased a new platform. With the updates they have made, we thought it would be better for us to transition to their new platform.

There was discussion about data integration, proof of concept, levels of access, employee training, additional resources to add to the app, and responsiveness to constituents.

Ms. Carmen Flemming, Project Manager of Information Technology Department provided an overview of the proposed aesthetics of the refreshed MyColaSC application.

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 6, 2024

5. Parks and Recreation Master Plan – Mr. Henry Simons, MHA, Assistant City Manager for Operations

Mr. Daniel Biggs, RLA, ISA, CERP, Project Manager of Weston & Sampson Design Studio shared an introduction to the Parks and Recreation Master Plan project, the current scope of work, the schedule for the project, and methods of outreach. Our top objectives are to develop a vision, implementable goals and priorities, an implementation strategy for parks facilities and operations, and a financially sustainable and innovative parks and recreation system. The quality of work that has already been done is amazing and we want to capture and celebrate that.

There was a discussion about the comparison of parks over time, determining criteria based on community needs, funding, and methods of public outreach.

EXECUTIVE SESSION

Upon a motion made by Dr. Bussells and seconded by Ms. Herbert, Council voted unanimously to enter into Executive Session at 1:22 p.m. for the discussion of **Items 6** and **7**.

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

Municipal Complex
DMH Surplus Property
Northeast Sewer Service Area

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

Transportation Penny Sales Tax

ADJOURNMENT

The meeting was adjourned at 4:10 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 20, 2024

CALL TO ORDER

The Columbia City Council conducted a Work Session on Tuesday, February 20, 2024 at City Hall (Mayor's Conference Room), 1737 Main Street, Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 2:00 p.m.

Attendee Name	Title	Status	Arrived
Daniel J. Rickenmann	Mayor	Present	
Edward H. McDowell	District II & Mayor Pro-Tempore	Absent	
Will Brennan	District III	Present	
Aditi Bussells	At-Large	Present	
Tina N. Herbert	District I	Present	
Peter M. Brown	District IV	Present	
Tyler D. Bailey	At-Large	Present	

EXECUTIVE SESSION

Upon a motion made by Mayor Rickenmann and seconded by Dr. Bussells, Council voted unanimously to amend the agenda by adding the discussion of the appointment of a person to a public body pursuant to S.C Code §30-4-70(a)(1) - Columbia Housing Authority and adding the discussion of the Prisma Health Pledge of Support for a Fitness Course Project to Item 1.

Upon a motion made by Mayor Rickenmann and seconded by Dr. Bussells, Council voted unanimously to enter into Executive Session at 2:02 p.m. for the discussion of items as outlined and as amended.

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

   Crawford Consulting

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

   City of Columbia vs CHC Colony Apts, LLC et al.

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 20, 2024

3. Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)

2221 Devine Street

ADJOURNMENT

The meeting was adjourned at 4:15 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 20, 2024

CALL TO ORDER

The Columbia City Council conducted a meeting on Tuesday, February 20, 2024 at City Hall (Council Chambers), 1737 Main Street, Columbia, SC 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:19 p.m. and the following members were present: The Honorable Will Brennan, Mayor Pro-Tem, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. The Honorable Edward H. McDowell, Jr. was absent. 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.

PLEDGE OF ALLEGIANCE

Mayor Rickenmann took a moment of personal privilege to introduce the members of the USC City Advocacy Commission. This is a non-partisan advocacy group within student government. They serve as liaisons between city officials and students. They conduct research and survey students about issues and then they construct a report with their findings.

Ms. London Patel, Director along with Ms. Olivia Smeltzer and Mr. Johnathan Daniel, said we are here on behalf of the city branch. Our five main topics include community engagement, community safety, on and off campus housing, parking and transportation, and health and sustainability.

Councilor Bailey took a moment of personal privilege to raise awareness to a current federal hate crime case in Columbia. It's important to remind the public that the city of Columbia does have a Hate Intimidation Ordinance that was passed in September 2019. Mayor Rickenmann and Councilman McDowell were on that Council. Local governments are leading the charge with hate crime legislation. I want to encourage the Statehouse to pass a statewide hate crime bill.

INVOCATION

The Honorable Peter M. Brown offered the invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Rickenmann and seconded by Mr. Brennan, Council voted unanimously to adopt the agenda as presented.

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 20, 2024

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

No one appeared at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the February 6, 2024 Council Meeting Minutes.

Upon a motion made by Dr. Bussells and seconded by Mr. Bailey, Council voted unanimously to approve the February 6, 2024 Council Meeting Minutes.

PRESENTATION

2. Greenview Park Senior Club Old School Choir Performance - Ms. Linda Barnes, President

The Greenview Park Senior Club Old School Choir performed “America the Beautiful” and “Ride on King Jesus”.

APPROVAL OF HONORARY STREET NAMING RESOLUTIONS

3. Resolution No.: R-2024-007 - Approving the Honorary Naming of the intersection of Gadsden Street and Washington Street "Zion Baptist Church Square" – *Approved*

Upon a motion made by Ms. Herbert and seconded by Mr. Bailey, Council voted unanimously to approve Resolution No.: R-2024-007 - Approving the Honorary Naming of the intersection of Gadsden Street and Washington Street "Zion Baptist Church Square".

Councilwoman Herbert said I want to thank the church and all the folks that came out. You are important to the history of Columbia.

Reverend Dr. M. Andrew Davis, Senior Pastor of Zion Baptist Church thanked the Mayor and City Council. He said how fitting to honor Zion Baptist Church during Black History Month and HBCU Day. I would like to invite you to celebrate with us at a ribbon cutting on Sunday, March 3, 2024 at 1:00 p.m. in our Fellowship Hall.

4. Resolution No.: R-2024-009 - Approving the Honorary Naming of the 800 to 1100 blocks of Washington Street "Columbia's Historic Black Business District" - *Approved*

Mayor Rickenmann said this is a great opportunity to make sure that we recognize our history, take what we have learned, and make sure we continue to preserve it. I learn more and more about Columbia every day. It has been important in every part of American history, but it played a significant role in the Civil Rights Movement. When you look at the work Dr. Donaldson is doing with SC63 and what's coming down the pipeline, we will be able to tell our story in this community and about the impact that was made.

Dr. Bobby Donaldson, Executive Director of the Center of Civil Rights History and Research said what I know about Washington Street is echoed by all the people in this room and shared by so many. For those that would like to know more, please visit the Columbia Museum of Art. There is an exhibit called Intersection and some prominent features of are a photo of Joe Irving, materials from Zion Baptist Church, and a photograph of a young man named Isaac Washington marching in downtown Columbia in 1961. He is here today.

Upon a motion made by Ms. Herbert and seconded by Mr. Bailey, Council voted unanimously to approve Resolution No.: R-2024-009 - Approving the Honorary Naming of the 800 to 1100 blocks of Washington Street "Columbia's Historic Black Business District".

PRESENTATIONS

5. Recognition of Fire Chief Aubrey D. Jenkins for 45 Years of Service - Ms. Teresa Wilson, City Manager

Ms. Teresa Wilson, City Manager presented Fire Chief Aubrey D. Jenkins with an honorary helmet and metallic placard celebrating his 45 years of service with the City of Columbia.

Mr. Aubrey D. Jenkins, Fire Chief said if I didn't have good staff around me, everything that I know and everything that I do would be in vain. What you see is collaboration and problem solving. As a leader, you don't know everything. I could not have done it without the Mayor's leadership, this Council, Ms. Wilson, and her executive team. I wouldn't trade those 45 years for anything. It is a blessing to work for the city of Columbia.

6. Mayor's Campaign Against Breast Cancer Check Presentation to Prisma Health Midlands Foundation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann thanked the Mayor's Campaign Against Breast Cancer Committee. This has been going on since Mayor Coble was here. It's one of the best parts of being a part of the city, because you watch all the departments chip in and help. We're continuing to push the limits. We raised $18,000 this year at the Isabel Law Breakfast and we're going to do even more next year. He presented a check to Prisma Health Midlands Foundation.

7. Update from the Historic Columbia Foundation – Mr. Rodrick Shiver, President of the Board of Trustees

Mr. Rodrick Shiver, President of the Board of Trustees for Historic Columbia Foundation said for fiscal year 2022-2023, we achieved historic financial performance with an annual budget that was once $300,000 and is now $2.3 million. The key drivers have been the hard work and dedication of the 22 full time and 20 part time staff members that have led the charge on a daily basis. In the most recent fiscal year, Historic Columbia hosted 56 events and programs such as walking tours, the Jubilee Festival, house tours, and many more activities. Historic preservation has had a significant impact on the city of Columbia.

CONSENT AGENDA ITEMS 8 THROUGH 11

Upon a single motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to approve the **Consent Agenda Items 8** through **11.**

8. Council is asked to approve Contract Amendment #1 for Project SS7623; Metro Wastewater Treatment Plant Dewatering Roll-off Receiving Station Design Services, as requested by Columbia Water on January 10, 2024. Award to Black and Veatch Corporation, in an amount not to exceed $69,020.00. The current term of the contract ends on January 28, 2025 and this amendment extends the contract period to December 8, 2025. This firm is located in Columbia, SC. - *Approved*

Funding Source: Water and Sewer Capital Projects - Metro Wastewater Treatment Plant Dewatering Roll-off Receiving - Capital Project Costs (5529999-SS762301-658650). The original budget amount is $273,843.00. The budget amount for this amendment is $69,020.00. The total revised budget amount is $342,863.00.

This is a Mentor Protégé Program project. Black and Veatch Corporation is the mentor and will provide design, permitting, and planning services at 94.93% ($65,520.00) of the amendment amount.

Chao and Associates, a Minority Business Enterprise, located in Columbia, SC, is the protégé and will provide preliminary planning services at 5.07% ($3,500.00) of the amendment amount. The overall protégé participation for this project is 27.50%.

9. Council is asked to approve additional funding for Blended Phosphate Treatment Chemicals for the Canal Water Treatment Plant, as requested by Columbia Water on January 22, 2024. Award to Carus, LLC, in an amount not to exceed $132,000.00. The current term of the contract ends on June 30, 2024. This vendor is located in Peru, IL. - *Approved*

Funding Source: Utilities Columbia Canal Water Treatment Plant - Chemicals (5516206-624800). The current budget amount is $162,778.00. The budget amount for this increase is $132,000.00. The total revised budget amount is $294,778.00.

10. Council is asked to approve the Purchase of Vehicles for several City Departments, as requested by the Fleet Services Division. Award to multiple vendors in the amount of $2,000,517.00. – *Approved*

Item	Vendor	Vehicles	Procurement Method	Amount
a.	Love Chevrolet Columbia, SC	Four (4) 2024 Chevrolet Tahoe LS Package for the Police Department, as requested on January 16, 2024.	SC State Contract	$225,572.00
Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is $225,572.00.				
b.	Love Chevrolet Columbia, SC	Nine (9) 2024 Chevrolet Tahoe PPVC for the Police Department, as requested on January 16, 2024.	SC State Contract	$467,892.00
Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is $467,892.00.				

c.	Infrastructure Solutions Group Inc. Mechanicsville, VA	One (1) 2023 Freightliner M2 106 Pothole Patcher for the Street Division, as requested on January 8, 2024.	Sourcewell Cooperative Contract	$250,553.00
Funding Source: Streets-Water & Sewer Repair - Auto, Trucks, Heavy Equipment-Capital (5513202-658500). The original budget amount is $250,553.00.				
d.	Carolina Environmental Systems Inc. Kernersville, NC	Two (2) 2025 Heil Python 28 Eject Side Loader Mack LR Trucks for the Solid Waste Division, as requested on January 18, 2024.	Sourcewell Cooperative Contract	$818,208.00
Funding Source: Solid Waste Roll Carts - Auto, Trucks, Heavy Equipment-Capital (1014401-658500). The original budget amount is $818,208.00.				
e.	Love Chevrolet Columbia, SC	Two (2) 2024 Chevrolet Silverado 2500 Crew Cab WT 4x4 Trucks for the Wastewater Maintenance Division, as requested on January 16,2024.	SC State Contract	$101,766.00
Funding Source: Utilities Wastewater Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516205-658500). The original budget amount is $101,766.00.				
f.	Love Chevrolet Columbia, SC	One (1) 2024 Chevrolet Tahoe LT for the Police Department, as requested on February 15, 2024.	SC State Contract	$67,263.00
Funding Source: Capitol Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is $67,263.00.				

g.	Love Chevrolet Columbia, SC	One (1) 2024 Chevrolet Tahoe LT for Administration, as requested on February 15, 2024.	SC State Contract	$69,263.00
Funding Source: Capitol Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is $69,263.00.				
Total				**$2,000,517.00**

11. Ordinance No.: 2024-006 - Granting an encroachment to State Capitol Hotel, LLC, for the use of the right of way areas of the 1200 block of Main Street and the 1200 block of Gervais Street for the installation and maintenance of a ramp and stairs and the replacement of current railings adjacent to 1200 Main Street, Richland County TMS# 09013-07-08 – *Approved on second reading.*

First reading approval was given on February 6, 2024.

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

Council opened the public hearing at 5:24 p.m.

12. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2076 County Line Trail and 7 acre portion of County Line Trail; TMS#31700-01-04 and 28900-01-34 – *Approved on first reading.*

Ordinance No.: 2024-007 - Annexing 2076 County Line Trail and 7 acre portion of County Line Trail, Richland County TMS # 31700-01-04 and TMS # 28900-01-34 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Council District: 4

Proposal: Request to annex the property, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Development District (PD), portions within the Floodplain Overlay District (OV-FP) and the Floodway Overlay District (OV-FW), for a pending annexation. The property is currently classified as neighborhood (Medium Density) and zoned Light Industrial (M-1) and Planned Development District (PDD) by Richland County.

Applicant: Mulberry Hall Properties, LLC and Leicestershire Properties, LLC

Staff Recommendation: Approval

PC Recommendation: 1/11/2024; Approval (6-0)

Upon a motion made by Mr. Brown and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 2076 County Line Trail and 7 acre portion of County Line Trail; TMS#31700-01-04 and 28900-01-34 **and** Ordinance No.: 2024-007 - Annexing 2076 County Line Trail and 7 acre portion of County Line Trail, Richland County TMS # 31700-01-04 and TMS # 28900-01-34 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

13. ZONING MAP AMENDMENT for 480 S. Pickens Street, TMS#11212-06-06 – *Approved on first reading.*

Ordinance No.: 2023-133 - Amending the Official Zoning Map to modify the zoning for 480 S. Pickens Street, Richland County TMS# 11212-06-06 – Approved on first reading.

Council District: 3

Proposal: Request to rezone the property from Employment Campus District (EC) in the Airport Safety Overlay District (OV-A) to Residential Mixed District (RM-2) in the Airport Safety Overlay District (OV-A)

Applicant: Jeff Koon, Cirrus Living 001, LLC

Staff Recommendation: Approval

PC Recommendation: 11/9/2023; Approval (7-0)

Mr. Toby Ward, 534 Congaree Avenue spoke in support of this rezoning. This project represents a down zone of the property, bringing it into residential zoning versus commercial zoning.

Mr. Jeff Koon, applicant spoke in support of this rezoning. We've been working on this particular parcel since 2016 and we feel it's an ideal candidate for a small number of highly needed infill homes. This will increase the availability of the housing stock, slow down suburban sprawl, and clean up a site prone to nuisance dumping.

Mr. Jim Bowie, adjacent business owner spoke in support of this rezoning. It will improve the area. At the bottom of South Saluda, it is wooded on both sides of the street and it has become a dumping ground. I'm also working on multiple projects with the city. I want to thank Erica Jaen from Planning and Development Services, who is doing an awesome job. She is very responsive and always comes back with supportive documentation and she along with Mr. Chambers are both a great asset to the city.

Mr. Jesse Burke, owner of 533 South Saluda Avenue spoke against this rezoning. He said this parcel has a 20'drop in elevation from the edge of South Gregg Street, three quarters of the way across the lot. All the storm water from the adjacent properties on three sides run into this lot. It is not suitable for building.

Mr. Clint Shealy, Assistant City Manager for Columbia Water said anytime someone wants to develop within the city, they are required to meet all of our engineering regulations and that includes storm water. The pre-run off and post-run off quality and quantity have to equalize as part of our engineering review. This area is also located in a special protection zone of Gill's Creek. There won't be any variances available to the developer.

Upon a motion made by Mr. Brennan and seconded by Mr. Brown, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 480 S. Pickens Street, TMS#11212-06-06 **and** Ordinance No.: 2023-133 - Amending the Official Zoning Map to modify the zoning for 480 S. Pickens Street, Richland County TMS# 11212-06-06.

14. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE - Update Use Regulations to Permit Minor Utility Facilities – *Approved on first reading.*

Ordinance No.: 2024-008 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, (Unified Development Ordinance), Article 4, Use Regulations, Section 17-4.2, Principal Uses, (b) Principal Use Table, Table 17-4.2(b)(4): Principal Use For Base Zoning Districts – Approved on first reading.

Proposal: Amendment to the Unified Development Ordinance, Chapter 17, and Article 4: Use Regulations to permit minor utility facilities in the Transitional/Conservation (T/C) District

Applicant: Hope Hasty, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 1/11/2024; Approval (6-0)

No one appeared at this time.

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to an Amendment to the Unified Development Ordinance - Update Use Regulations to Permit Minor Utility Facilities **and** Ordinance No.: 2024-008 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, (Unified Development Ordinance), Article 4, Use Regulations, Section 17-4.2, Principal Uses, (b) Principal Use Table, Table 17-4.2(b)(4): Principal Use For Base Zoning Districts.

Council closed the public hearing at 5:38 p.m.

RESOLUTIONS

15. Resolution No.: R-2024-008 - Authorizing the City Manager to execute a Memorandum of Understanding between Richland County, South Carolina, the City of Columbia, South Carolina and South Carolina Water Utilities – PUI, Inc. – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Brown, Council voted unanimously to approve Resolution No.: R-2024-008 - Authorizing the City Manager to execute a Memorandum of Understanding between Richland County, South Carolina, the City of Columbia, South Carolina and South Carolina Water Utilities – PUI, Inc.

EVENT RESOLUTIONS

16. Resolution No.: R-2024-002 - Authorizing consumption of beer, wine and liquor at the Main Street Latin Festival in the 1300 and 1400 blocks of Main Street, and the eastern half block of the 1100 block of Washington Street between Assembly Street and Main Street on Saturday, August 24, 2024 with a rain contingency date of Saturday, August 31, 2024 – *Approved*

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2024-002 - Authorizing consumption of beer, wine and liquor at the Main Street Latin Festival in the 1300 and 1400 blocks of Main Street, and the eastern half block of the 1100 block of Washington Street between Assembly Street and Main Street on Saturday, August 24, 2024 with a rain contingency date of Saturday, August 31, 2024.

17. Resolution No.: R-2024-003 - Authorizing consumption of beer, wine and liquor at the "St. Pat's in Five Points Festival" and authorizing the City Manager and the Parks and Recreation Director to sign Park Rules for the St. Pat's in Five Points Festival on Saturday, March 16, 2024 - *Approved*

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2024-003 - Authorizing consumption of beer, wine and liquor at the "St. Pat's in Five Points Festival" and authorizing the City Manager and the Parks and Recreation Director to sign Park Rules for the St. Pat's in Five Points Festival on Saturday, March 16, 2024.

OTHER MATTERS

18. Council is asked to approve the Fiscal Year 2023/2024 Contract Renewal for services related to the retention of Military Personnel, Services and Operations located at Fort Jackson, as requested by the Economic Development Department. Award to the Greater Columbia Chamber of Commerce in the amount of $53,500.00, which does not include an increase. This firm is located in Columbia, SC. – *Approved*

    Funding Source: Economic Development Special Projects (5518419-638500). The original budgeted amount is $53,500.00.

Upon a motion made by Mayor Rickenmann and seconded by Ms. Herbert, Council voted unanimously to approve the Fiscal Year 2023/2024 Contract Renewal for services related to the retention of Military Personnel, Services and Operations located at Fort Jackson, as requested by the Economic Development Department. Award to the Greater Columbia Chamber of Commerce in the amount of $53,500.00, which does not include an increase. This firm is located in Columbia, SC.

19. Special Revenue Allocations - Ms. Missy Caughman, MPA, CPM, Budget, Program Management and Grants Director - *Approved*

Mayor Rickenmann said we are looking at four items: Robert Mills Renovations - Historic Columbia, Southern Songwriters – SCETV Foundation, Black Expo, and the Omega Psi Phi Regional Meeting.

Upon a motion made by Mr. Brown and seconded by Dr. Bussells, Council voted unanimously to approve the Special Revenue Allocations.

Ms. Missy Caughman, CPM, Budget, Program Management and Grants Director introduced Mr. Tony Grant and representatives from the Omega Psi Phi Fraternity. She also announced that March 1, 2024 opens the next round of Hospitality Tax grant applications for Fiscal Year 2024/2025. Tina Saxon will be hosting training for potential applicants on February 29, 2024. The Accommodations Tax application period will be opening on April 1, 2024.

Mayor Rickenmann requested that information about the dates and the application process be posted on social media.

CITY COUNCIL REPORTS, REFERRALS AND NEW BUSINESS

Mayor Rickenmann referred the St. John's Career Development Center Pathways to Employment Program to the Economic Development and Infrastructure Committee.

Councilor Bailey referred proposed amendments to Rental Housing Regulations to the Health, Social and Environmental Affairs Committee. This is to amend the ordinance to prevent situations where tenants are often being displaced from older properties. The amendment would define an emergency and designate high risk properties as buildings built in 1980 and prior, with at least 16 units or four stories high. In many of these situations, there have been numerous code violations.

Councilor Brown reported that the Economic Development and Infrastructure Committee met today and there are a lot of amazing projects underway.

Ms. Teresa Wilson, City Manager announced the City of Columbia Go Red Walk on Wednesday, February 21, 2024 at 10:30 a.m.

PUBLIC INPUT

Mrs. Frances Webber said she was involved in a house fire on January 23, 2024. Multiple items including televisions, clothing, gaming systems, and medication were stolen from her home while she was away.

Councilman Bailey said the proposed amendment would also require management companies to prevent people from ransacking apartments when they are inhabitable.

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 20, 2024

ADJOURNMENT

The meeting was adjourned at 5:57 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **City Clerk**

FROM: ***Erika Hammond, City Clerk***

SUBJECT: **My Ancestor's Dream Journey to Ghana - Ms. Julia Dawson, W.A. Perry Middle School**

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Flyer_WA_Perry_Ancestors_Spring_2024 (PDF)

My Ancestor's Dream Journey
Youth Trip to Ghana

a collaboration with
Drs. Diaspora and LovinBlackChildren
lovinblackchildren.com



March 29th – April 7, 2024
$4,500 per person FROM COLUMBIA, SC

(cost includes airline ticket, hotel, breakfast, dinner, in-country transport, and cultural-historical experiences)








Top Row L-R: Youth after a morning of fundraising at Soda City Farmer's Market; historical and modern sites in Ghana;
Bottom Row L-R: Youth appearing on Soda City Live WIS10 tv program; historical and modern sites in Ghana

It is the human being that counts. I call gold; it does not answer. I call cloth; it does not answer. It is the human being that counts. – Ghanaian Proverb

This educational, cultural exchange, and community service trip will bring a group of middle and high school youth to Ghana, West Africa Spring Break 2024. During our eight-day journey, youth will learn about the power and beauty of Ghana and of people of African descent worldwide. Youth will participate in educational activities, including: visiting the W.E.B. Du Bois Museum, a tour of the Kwame Nkrumah burial site complex, participating in a naming ceremony, and touring sites related to the history of the European enslavement trade. In addition to learning about the past and present of Ghana, youth are required to create a service project to give back to both Accra, Ghana, and Columbia, SC, their home city.

This trip will only be possible with the support of sponsors. The youth have spent a year raising $10,000. They need at least $12,000 more. We humbly ask you to consider supporting the student travel costs.
No amount is too large or small.

Contact: julia.c.dawson@gmail.com and 803.447.2136
My Ancestor's Dream Trip Government Authorization:
State of SC Charity Public ID: P54339 Checks Payable to: My Ancestors Dream

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **City Clerk**

FROM: ***Erika Hammond, City Clerk***

SUBJECT: **Finklin Pharmacy Proclamation - The Honorable Tina N. Herbert**

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Finklin Pharmacy Proclamation (PDF)

City of Columbia
A Proclamation

WHEREAS, *Finklin Pharmacy, a family-owned local pharmacy, has been a staple in the Columbia, South Carolina community for over 37 years. Finklin Pharmacy was founded by Leon Finklin. Mr. Finklin was the Valedictorian of the 1967 class of Jefferson High School in Bath, SC. He earned his undergraduate degree in Pre-Pharmacy from Albany State University, and graduated from the University of South Carolina with a Bachelor of Science Degree in Pharmacy in 1972. He was a member of the Kappa Alpha Psi Fraternity Inc. and was a founding member of the Zeta Epsilon chapter at the University of South Carolina and*

WHEREAS, *Mr. Finklin and his wife Linda Kimpson Finklin have two sons - Michael and Jeremy – who both chose to join the family business and take on larger roles in the day-to-day operations of the pharmacy and*

WHEREAS, *In 1985, Leon Finklin became a franchise owner of The Medicine Shoppe which was located 4800 North Main Street. The pharmacy offered low-priced prescriptions backed by high-quality service.*

WHEREAS, *In 2006, Mr. Finklin became an independent owner of what is now Finklin Pharmacy. Finklin Pharmacy expanded its offerings to make life better for people in the community they served by delivering prescriptions and supplies to those who were unable to visit the pharmacy; and*

WHEREAS, *In 2013, Mr. Finklin received the University of South Carolina's Black Alumni Council's "Outstanding Alumni in Business" award.*

WHEREAS, *In 2016, the Columbia Empowerment Zone, Inc., members of Congressman Jim Clyburn's office, and members of Columbia City Council welcomed Finklin Pharmacy to North Main Plaza. In addition to his sons, he mentored other pharmacists who have gone on to have exceptional careers. Mr. Finklin passed away in 2020, his sons - Michael and Jeremy - have continued to run Finklin Pharmacy and serve the community even now.*

WHEREAS, *As a family pharmacy, Finklin Pharmacy cared about their customers and made visiting their pharmacy convenient. Finklin Pharmacy strived to be the local pharmacy that the community could depend on to keep prices competitive and fill prescriptions in a timely manner. Finklin Pharmacy took enormous pride in being a neighborhood pharmacy that supported the community, knew their customers' by name, and treated them like family; and*

NOW THEREFORE, I, Daniel J. Rickenmann, Mayor of Columbia, South Carolina, along with my fellow members of the Columbia City Council, hereby proclaim March 19, 2024, as

"Finklin Pharmacy Day"

in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

_____
Daniel J. Rickenmann
Mayor

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

_____
William Brennan
District III, Council Member

_____
Aditi Bussells
At-Large, Council Member

_____
Tina N. Herbert
District I, Council Member

_____
Peter M. Brown
District IV, Council Member

_____
Tyler D. Bailey
At-Large, Council Member

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **City Clerk**

FROM: ***Erika Hammond, City Clerk***

SUBJECT: **Social Work Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor**

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** SocialWorkMonthProc (PDF)

City of Columbia
A ***Proclamation***

WHEREAS, *professional social workers open the doors of access and opportunity for those in need through direct services and through assistance in obtaining services such as housing, transportation, meals, health care, and caregiver support; and*

WHEREAS, *this year's social work theme, "Empowering Social Workers, Inspiring Action, Leading Change" embodies the need for society to support social workers so they can continue to do life-affirming work and help address societal needs; and*

WHEREAS, *professional social workers use their education, training, and commitment to fix problems that some cannot and that others hope will simply go away; and*

WHEREAS, *professional social workers are dedicated advocates for changes in policy and legislation to strengthen the safety nets that make a critical difference to so many, working daily to ensure that people of all ages, creeds, sexual orientation, and nationalities have access to adequate resources and services; and*

WHEREAS, *professional social workers throughout the Midlands are on the front lines in our communities every day, making a positive difference in the lives of our residents*

NOW, THEREFORE, I, Daniel Rickenmann, Mayor of the City of Columbia, South Carolina do hereby proclaim March 2024 as

"SOCIAL WORK MONTH"

throughout the City of Columbia and the Midlands Area of South Carolina and encourage all citizens to honor professional social workers for their dedication to individuals, families, and communities through legislative advocacy, service delivery, research, and education.

In the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

_____
Daniel J. Rickenmann
Mayor

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

_____
William Brennan
District III, Council Member

_____
Aditi Bussells
At-Large, Council Member

_____
Tina N. Herbert
District I, Council Member

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Peter M. Brown
District IV, Council Member

_____
Tyler D. Bailey
At-Large, Council Member

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Community Development**

FROM: ***Felicia Kilgore, Director of Community Development***

SUBJECT: **Community Development Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Vibrant Community**

National Community Development Week is the first week in April. We will be celebrating the 50th anniversary of the Community Development Block Grant.

ATTACHMENTS:

- **#a:** NATIONAL CD WEEK PROCLAMATION 2024 (DOCX)
- #b: 2024 APRIL Event Calendar (DOCX)

City of Columbia
A Proclamation

WHEREAS, the week of April 1-5, 2024, has been designated as National Community Development Week by the National Community Development Association to celebrate the 50th anniversary of the Community Development Block Grant (CDBG) Program and the 34th anniversary of the HOME Investment Partnerships (HOME) Program; and,

WHEREAS, the CDBG Program provides annual funding and flexibility to local communities to provide decent, safe and sanitary housing, a suitable living environment and economic opportunities along with the HOME Program that provides funding to local communities to create decent, safe, affordable housing opportunities for low-income persons; and,

WHEREAS, this year, City of Columbia Community Development Department will be recognized for their continued support to develop and implement creative community-based strategies to enhance economic opportunity, build strong neighborhoods, and ensure a dynamic framework for quality growth and development." Over the past three years, Community Development CDBG funds spent **$4,017,486** and has funded a variety of projects that have directly benefited our citizens and neighborhoods to include the Maintenance Assistance program (MAP) Rehabilitation (now known as SHINE), Affordable Housing Loans, Hyatt and T.S. Martin Parks; Commercial Retention and Redevelopment, resurfacing in Booker Washington Heights and various other activities throughout our communities

NOW, THEREFORE BE IT RESOLVED, that the City of Columbia urges Congress and the Administration to recognize the outstanding work being done locally and nationally by the Community Development Block Grant Program and the HOME Investment Partnerships Program by supporting funding for both programs in Fiscal Year 2024/2025; and encourages all members of the Midlands community to work together to stamp out housing discrimination.

BE IT FURTHER RESOLVED that the City of Columbia designates the week of April 1-5, 2024, as **National Community Development Week.**

_____
Daniel J. Rickenmann
Mayor

_____
Tina N. Herbert
District I, Council Member

_____
Dr. Aditi Bussells
At-Large, Council Member

_____
Tyler D. Bailey.
At-Large, Council Member

_____
Edward McDowell, Jr.
District II, Council Member

_____
Peter M. Brown
District IV, Council Member

_____
Will Brennan
District III, Council Member

April 2024 Event Calendar

National Community Development Week (April 1st – 5th, 2024)
National Fair Housing Month
National Financial Literacy Month

March/April	Community Development Department 1401 Main Street, 4th Floor Columbia, SC 29201 Phone:803-545-3373
March Tuesday, 19	National Community Development Week & (Fair Housing/Financial Literacy) Proclamations City Council Presentations @ 4pm
Monday April 1	CDBG 50th Kick Off Press Conference @ Hyatt Park @ 11am
Tuesday April 2	Day of Service w/Columbia International University RamServe @ 8am
Wednesday April 3	Open
Thursday April 4	CDBG 50th & CCN Banquet USC Alumni Center @ 5:30pm to 8:30pm
Friday April 5	Open
Wednesday April 10	Fair Housing workshop w/SC Human Affairs & Richland County Community Dev. Busby St. @ 6pm to 7:30pm
Thursday April 11	Financial Education Workshop Richland Library N. Main branch (6:00pm - 7:30pm)
Thursday April 11	2024-2025 Annual Action Plan Public Hearing Earlewood Park @ 6pm
Wednesday April 17	Home Buying Workshop Earlewood Park @ 6pm to 8pm
Tuesday April 23	Fair Housing workshop w/SC Human Affairs & Richland County Community Dev. Earlewood Park @ 6pm to 7:30pm

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Community Development**

FROM: ***Felicia Kilgore, Director of Community Development***

SUBJECT: **National Fair Housing Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor**

FUNDING SOURCE & ORIGINAL BUDGET:

The Fair Housing Act has provided safe and affordable housing to Americans for over 50 years.

ATTACHMENTS:

- **#a:** FAIR HOUSING MONTH PROCLAMATION (DOCX)

City of Columbia
FAIR HOUSING MONTH PROCLAMATION

WHEREAS, The month of April has been designated National Fair Housing Month, to recognize and celebrate the 1968 passage of Title VIII of the Civil Rights Act into law, which prohibited discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status and handicap continuing to help countless thousands of Americans achieve the American dream of obtaining safe, decent and affordable housing; and

WHEREAS, fifty-six years later, this landmark legislation has helped and continues to help countless thousands of Americans achieve the American dream of obtaining safe, decent and affordable housing; and

WHEREAS, the SC Human Affairs Commission have made great strides in opening housing markets to underserved groups, thus giving many more Americans an equal opportunity to live wherever they choose; and the need to enforce fair housing laws remains just as urgent today; and,

WHEREAS, this year, as in previous years, the SC Human Affairs Commission will initiate and participate in activities designed to commemorate the passage of the Fair Housing Act that will help educate the public and bring awareness of this important issue to the forefront; and

WHEREAS, In April 2024, the Community Development Department Fair Housing efforts includes our Fair Housing Month – April 2024 marks the 56th Anniversary of the passage of the Fair Housing Act, the federal law that prohibits discrimination in housing. During this month, we hope to educate people that discrimination has no home in America and that no person should be denied housing or treated differently because of their race, color, national origin, religion, gender, family status or disability. Recognizing the importance of Fair Housing benefits Columbia's people and places by providing opportunities and improving quality of life.

THEREFORE, I, Daniel J. Rickenmann, Mayor of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim April 2024 as

"National Fair Housing Month"

BE IT FURTHER RESOLVED that the City of Columbia designates April 2024 Columbia Fair Housing Month.

_____
Daniel J. Rickenmann
Mayor

_____
Tina N. Herbert
District I, Council Member

_____
Dr. Aditi Bussells
At-Large, Council Member

_____
Tyler Bailey
At-Large, Council Member

_____
Edward McDowell, Jr.
District II, Council Member

_____
Peter Brown
District IV, Council Member

_____
Will Brennan
District III, Council Member

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Community Development**

FROM: ***Felicia Kilgore, Director of Community Development***

SUBJECT: **National Financial Literacy Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor**

FUNDING SOURCE & ORIGINAL BUDGET:

To improve financial literacy and ensure that all Americans have access to trustworthy financial services and products.

ATTACHMENTS:

- **#a:** NATIONAL FINANCIAL LITERACY PROCLAMATION 2024 (DOC)

City of Columbia
Financial Literacy Month Proclamation

WHEREAS, April is National Financial Literacy Month, dedicated to improving financial literacy in an effort to ensure that all Americans have access to trustworthy financial services and products; and

WHEREAS, 2024 marks the 21st anniversary of April as National Financial Literacy Month, a milestone that underscores the timeless value of financial education in our rapidly evolving economic landscape.

WHEREAS, financial literacy can help families establish and maintain healthy financial habits to improve their quality of life; and

WHEREAS, financial education help citizens become more knowledgeable about finances and develop skills and strategies to manage personal finances, savings, and credit development; and,

WHEREAS, Each year the City of Columbia celebrates National Financial Literacy month by offering or supporting initiatives that promote and advances financial literacy education; and,

WHEREAS, In April 2024, the Community Development Department would like to recognize our Financial Educational collaboration efforts with Richland County Library. This collaboration assist in building financial capabilities that helps families, build resilience, and benefit from an equitable economy**;** and,

WHEREAS, The City of Columbia encourages our residents to re-connect with mainstream financial institutions.

THEREFORE, I, Daniel J. Rickenmann, Mayor of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim April 2024 as

"National Financial Literacy Month"

In the City of Columbia and encourages everyone to join me in recognizing the importance of personal financial education.

_____
Daniel J. Rickenmann
Mayor

_____
Tina N. Herbert
District I, Council Member

_____
Dr. Aditi Bussells
At-Large, Council Member

_____
Tyler Bailey
At-Large, Council Member

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Edward McDowell, Jr.
District II, Council Member

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Peter Brown
District IV, Council Member

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Will Brennan
District III, Council Member

We Are Columbia

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Economic Development**
FROM:	***Ryan Coleman, Director of Economic Development***
SUBJECT:	**Council is asked to approve the Fiscal Year 2023/2024 Contract Renewal for Assistance with Recruitment, Project Management, Promotions, Marketing, and Research, as requested by the Economic Development Department. Award to Central SC Alliance in the amount of $50,000.00. This firm is located in Columbia, SC.**
FUNDING SOURCE & ORIGINAL BUDGET:	**Funding Source: Economic Development Special Projects (5518419-638500). The original budget amount is $50,000.00.**
FOCUS AREAS:	**Economic Growth**

PURPOSE:

Endorsed by the Economic Development and Infrastructure Committee on December 5, 2023.

ATTACHMENTS:

- **#a:** Central_SC_Alliance_2023_24_Contract (PDF)

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into between the City of Columbia (hereinafter called the "City") and Central SC Alliance (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2023-2024;

NOW, THEREFORE, in consideration of and for the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. CONTRACT FOR SERVICES

The City hereby engages the Consultant and the Consultant hereby agrees to perform the services hereafter set forth in Exhibit A.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Consultant shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Exhibit A, attached hereto. The Consultant has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that Consultant determines is most effective and efficient without any City control over the details of Consultant's performance. Nothing in this contract shall prohibit the City and Consultant from entering into separate agreements for specific projects.

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2024, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make one payment of Fifty Thousand and No/100 Dollars ($50,000.00) to Consultant.

5. DUTIES UPON TERMINATION

At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by the Agreement or as the City may deem necessary to perform the required

services by the City or the Consultant's successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, 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 the intent to:

A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;

B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or

C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

7. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Contract are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.

In the event that the City receives a Freedom of Information Act request to provide confidential or proprietary information of the Consultant, City will notify Consultant as soon as practicable of such request.

8. ACCESS TO RECORDS

The Consultant shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract. All requests for access to Consultant's records shall be made in writing.

9. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

10. AMENDMENTS

The parties may amend this Contract 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, Appendix A, 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 parties.

11. ASSIGNABILITY/SUB-CONSULTING

The Consultant shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its sub-Consultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and cause each of its sub-Consultants to furnish all information and reports required hereunder.

12. INDEPENDENT CONSULTANT

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

13. BREACH / WAIVER

The failure of either the Consultant or the City to insist upon the strict performance of any provision of the 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 the Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of the Agreement shall not constitute waiver of a subsequent breach.

14. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such

event, all finished or unfinished documents, data studies, surveys and reports prepared under this Contract shall become the possession of the City.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant and the City may withhold any payments to the Consultant until such time as the exact amount of damages due to the City from the Consultant is determined.

15. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

16. INTEREST OF CONSULTANT

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

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

17. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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 nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

18. LICENSES, PERMITS AND TAXES

The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under the Agreement. The Consultant shall be responsible for any costs relating to same.

The Consultant shall procure and maintain a City of Columbia business license while performing services under the Agreement.

19. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

20. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

21. COMPLIANCE WITH LOCAL LAWS

The Consultant shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

22. PERSONNEL

All of the services required hereunder shall be performed by the Consultant and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

The Consultant represents that Consultant has, or will secure at Consultant's own expense, all personnel required in performing the services under the Contract.

23. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the City and the Consultant may amend the Agreement.

24. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject

matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

IN WITNESS WHEREOF, the City and the Consultant have entered into this Agreement as of the date first above written.

Central SC Alliance	CITY OF COLUMBIA
BY: _____	BY: _____
TITLE: _____	TITLE: Teresa B. Wilson, City Manager
DATE: _____	DATE: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

2/9/2024

Central SC

CENTRAL SC ALLIANCE DELIVERABLES

2023-2024

OVERALL

New leadership hired in October 2023

NEW INITIATIVES INCLUDE:

- Enhanced and expanded our lead generation efforts with a larger focus on office users, technology and life sciences companies that fit the profile of the City of Columbia
- Increased engagement with national site consultants, with specific emphasis and education on the benefits of the City of Columbia
- Increased collaboration with City of Columbia staff in realigning priorities to ensure city needs are being met
- Undertaking a new marketing campaign to tell the story of the City of Columbia and region
- More involvement and engagement with city leadership on the Central SC Board of Directors
- New investor meetings to encourage more collaboration and engagement between Central SC stakeholders and City of Columbia
- Participation on Columbia Metropolitan Airport Master Plan
- Significant increase in travel opportunities for lead generation

LEAD GENERATION SUPPORT

LEAD GENERATION

- Globally targeted lead generation
- The City of Columbia is prominently featured and discussed on every call and meeting held with companies
- Local tech, insurance, and finance market lead generation based on presence of similar companies within the City of Columbia

BUSINESS RECRUITMENT TRIPS AND EVENTS

- Provide recruitment mission planning and coordination services with mission customized lead generation
- Funding for local economic development partners on recruitment missions (Central SC covers all trip costs with the exception of flights when traveling with CSCA)
- Webinars focused on IT company recruitment

MARKETING SUPPORT

ECONOMIC DEVELOPMENT WEBSITE

- Website promotion via a City of Columbia specific webpage, with the City showcased prominently throughout our website as the urban center of the region: www.centralsc.org/counties-cities/city-of-columbia
- Assistance with promoting available properties in the City of Columbia, the City can add any properties they wish and share related flyers, photos and videos of the site
- CSCA News page on website to feature City of Columbia highlights, employers, and Quality of Life

TALENT ATTRACTION SITE | startcentralsc.org

- A standalone talent attraction and retention site, focused on life sciences, information technology, and advanced manufacturing, key employers, living in Columbia, available job opportunities, and internships

SHARED MARKETING RESOURCES

- Video production and highlight reels for the City/region promoting our wonderful quality of life, strong workforce, and custom partner videos featuring the City of Columbia, Richland County and region
- Drone property videos: Produced aerial videos for BullStreet District and the Midlands Tech Enterprise Campus, additional video production as requested
- Photography production - Company photos and Quality of Life deliverables - ongoing project to assist Columbia Economic Development with building a photo library
- Building a testimonial and success story library to include video and written form
- Custom marketing material for ads, missions, sales publications, (City Executive Summary, Regional International and Domestic Brochures)
- Industry specific marketing materials
- Translation assistance for presentations and brochures available upon request

DIGITAL MARKETING AND PUBLIC RELATIONS

- Eblasts to site consultants and companies highlighting available properties
- Social media promotion including content farming to locate new rankings and stories, cross posting and features
- Branding
- Branding and marketing assistance as requested
- City branding and co-branding on most Central SC marketing materials

CUSTOM BUSINESS DEVELOPMENT

- Prospect visit support available upon request, including assistance with property and community tours, lunches, dinners, etc.
- Event assistance and support
- Incentive negotiation assistance (upon request)
- Connections to potential suppliers and vendors
- Assistance with company and labor pool interviews

RESEARCH AND MAPPING SUPPORT

- On-demand research and demographic information
- Information access available on request to any of the research, data, and mapping subscription programs licensed by Central SC
- Prospect response assistance
- Mapping support for properties and amenities
- Cost of doing business comparisons
- Labor market profiles
- Demographics and social data
- Custom business intelligence

We Are Columbia

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Shannon Lizewski, Director***
SUBJECT:	**Council is asked to approve funding for Elevator Maintenance Services, as requested by the Support Services Division on February 14, 2024. Award to Otis Elevator using the OMNIA Cooperative Contract in the amount of $153,434.04. The current term of the contract ends on June 30, 2024 with the option to renew for two additional one-year periods. This firm is located in West Columbia, SC.**
REQUISITION NO.:	**R226329**
FUNDING SOURCE & ORIGINAL BUDGET:	**Funding Source: Utilities Lake Murray Water Plant - Maintenance & Service Contract (5516207-638200) $14,583.36, General Support Services - Maintenance & Service Contract (1011201-638200) $23,510.52, Drew Wellness Center - Maintenance & Service Contract (1015115-638200) $2775.72, Support Services Public Building - Maintenance & Service Contract (5511219-638200) $27,596.04, Parking Sumter Street Park - Maintenance & Service Contract (5313106-638200) $11,391.36, Parking Arsenal Hill Deck - Maintenance & Service Contract (5313103-638200) $5367.84, Parking Lady Street Deck - Maintenance & Service Contract (5313104-638200) $11,391.36, Parking Washington Street Deck - Maintenance & Service Contract (5313108-638200) $5695.68, Parking Park Street Deck - Maintenance & Service Contract (5313109-638200) $5989.20, Parking PJ Cannon Deck - Maintenance & Service Contract (5313114-638200) $15,187.92, Police Administrative Services - Maintenance & Service Contract (1012402-638200) $6305.76, Parking Lincoln Street Deck - Maintenance & Service Contract (5313112-638200) $6098.52, Parking Devine Street Deck - Maintenance & Service Contract (5313115-638200) $12,411.36, Parking Sable Street Deck – Maintenance & Service Contract (5313116-638200) $3754.44, and Parking Freed Street Deck – Maintenance & Service Contract (5313117-638200) $3754.44. The original budget amount is $153,434.04.**

FOCUS AREAS: **Innovative & High Quality Municipal Services**

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

ATTACHMENTS:

- **#a:** March 7 2024 Council Memo- General Services Requests (DOCX)
- #b: PO Mod Otis Elevator_02142024 (PDF)

We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: March 7, 2024

SUBJECT: Recommendation for approval of Contract Amendment #1 for Elevator Maintenance and Service contracts at various city facilities, as requested by the General Services Department.

The Department of Procurement and Contracts, in coordination with the General Services Department, respectfully requests your review and approval of Contract Amendment #1 for Elevator Maintenance and Services contracts at various city facilities.

The current term of the existing contract ends on June 30, 2024. This amendment extends the initial term to October 31, 2024. This amendment uses the OMINA Agreement for Otis Elevator in the amount of $153,434.04. These services are operating and maintenance expenses and are funded from General Services FY23-24 operations budgets.

If you have questions or concerns, please do not hesitate to contact our office.

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve the Purchase of Vehicles and Equipment for several City Departments, as requested by the Fleet Services Division. Award to multiple vendors in the amount of $939,248.36.**

REQUISITION NO.: **R226667, R226711, R226584, R226638, R226936, R227161**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **No**

PURPOSE:

Item	Vendor	Vehicle/Heavy Equipment	Procurement Method	Amount
a.	Alan Jay Automotive Management dba Alan Jay Flee Sales Sebring, FL	One (1) 2024 Transit Van for the Parks & Recreation Department, as requested on February 2, 2024.	SC State Contract	$53,353.00
Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is $53,353.00.				
b.	Lynn Cooper, Inc. dba Cooper Motor Company Clinton, SC	Two (2) 2024 Ram 1500 Tradesman Quad Cab 4x4 Trucks for the Water Distribution Division, as requested on January 26, 2024.	SC State Contract	$87,922.00
Funding Source: Utilities Water Distribution & Maintenance. - Auto, Trucks, Heavy Equipment-Capital (5516203-658500). The original budget amount is $87,922.00.				
c.	Blanchard Machinery Company West Columbia, SC	Two (2) Wheel Loaders for the Solid Waste Division, as requested on February 7, 2024.	SC State Contract	$397,448.00
Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is $397,448.00.				

d.	Blanchard Machinery Company West Columbia, SC	Two (2) Atlas Copco Air Compressors for the Water Distribution Division, as requested on January 31, 2024.	Sourcewell Cooperative Contract	$59,940.00
Funding Source: Utilities Water Distribution & Maintenance - Machinery & Equipment-Capital (5516203-658300). The original budget amount is $59,940.00.				
e.	Carolina International Trucks Columbia, SC	Two (2) 2025 International Chassis with Dump Body Trucks for Public Works as requested on February 21, 2024.	Sourcewell Cooperative Contract	$271,387.36
Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is $271,387.36.				
f.	Love Chevrolet Columbia, SC	One (1) 2024 Chevrolet Tahoe for Columbia Water as requested on March 7, 2024.	SC State Contract	$69,198.00
Funding Source: Admin-ACM Public Services - Auto, Trucks, Heavy Equipment-Capital (5511109-658500). The original budget amount is $69,198.00.				
Total				**$939,248.36**

Sec 2-204. (9) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through state contracts.

Sec 2-204. (10) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through cooperative purchasing.

ATTACHMENTS:

- **#a:** March 8th Council Memo- Fleet Requests (DOCX)
- #b: Copy of Revised Copy of 2023-2024 Cap Replacement as of 3-08-24 (XLSX)
- #c: Alan Jay Fleet Quote (PDF)
- #d: Blanchard Cat Quote (PDF)
- #e: Lynn Cooper Quote (PDF)
- #f: Blanchard Air Compressor Quote (PDF)
- #g: Carolina International Truck Quote (PDF)
- #h: Love Chevrolet Quote (PDF)

We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: March 8, 2023

SUBJECT: Recommendation for Approval for Purchase of vehicle equipment for Columbia Parks and Recreation Department, Public Works Department, City Administration, and Columbia Water Division, as requested by the Fleet Services Division.

The Department of Procurement of Contracts, in coordination with the General Services Department, respectfully requests your review and approval of the purchase of vehicle equipment for the Columbia Parks and Recreation Department, Public Works Department, City Administration, and Columbia Water Division.

Item	Vehicle	Department	Price	Funding Source
a.	1 - 2024 Chevrolet Transit Van XL RWD	Columbia Parks and Recreation Department	$53,353.00	Capital Replacement Program FY 2023-2024
b.	2 - 2024 Ram 1500 Tradesman Quad Cab 4x4 Truck	Columbia Water Division	$87,922.00	Department Capital Columbia Water Division FY 2023-2024
c.	2 -914 14A Wheel Loaders	Public Works Solid Waste Division	$397,448.00	Capital Replacement Program FY 2023-2024
d.	2 – Atlas Copco XAS 188 Air Compressors	Columbia Water Division	$59,940.00	Department Capital Public Works / Street Division FY 2023-2024
e.	2 – 2025 International Chassis with Dump Body Trucks	Public Works Solid Waste Division	$271,387.36	Capital Replacement Program FY 2023-2024
f.	1 – 2024 Chevrolet Tahoe 4WD	City Administration	$69,198.00	Department Capital Columbia Water FY 2023-2024
Total Amount: $939,248.36				

This purchase utilizes State Contract and cooperative purchase agreements for vehicle and equipment. Items (a, c, and e,) are vehicles that are capital replacements and funded from the FY23/24 Capital Replacement Program. Items (b, d, and f) are vehicles that are capital replacements and funded from the department's operating budget capital for FY23/24.

If you have questions or concerns, please do not hesitate to contact our office.

***Capital Lease Purchase Program**

The City utilizes a capital lease purchase program for the replacement of General Fund rolling stock and technology refresh. Although referred to as a lease program, this is a financing mechanism for the City's capital outlays replacement program for General Fund departments. Vehicles and equipment include police patrol vehicles, fire trucks, solid waste trucks, dump trucks and other vehicles and heavy equipment associated with General Fund departments.

The Capital Lease Program has typically been a 7 year lease and the annual lease payment is included in the General Fund Budget. The issuance of $9,000,000 is based upon the replacement schedule for the year and the capacity of the General Fund for the lease payment.

Issuance of the lease takes is generally approved by City Ordinance during November or December City Council meetings. The procurement of vehicles begins as early as July due to the lead time it often takes for vehicles, especially heavy equipment and in particular fire apparatuses. Purchases take place throughout the fiscal year, depending upon availability. While the purchase of the vehicles begins before the lease is issued, the delivery and receipt of the vehicles or equipment occurs after the lease is issued.

FY23/24 VEHICLE(S) RECEIVED

General Fund Capital Replacement Lease Purchase
as of 03/08/2024

DEPARTMENT	VEHICLE(S) RECEIVED	AMOUNT
PUBLIC WORKS		
FORESTRY	2024 Ford F-350 DRW XL 2WD CREW CAB 8' BED	$54,857.00
POLICE		
POLICE	16 - 2023 Tahoe PPV's 2WD	$607,968.00
POLICE	16 - Printer and Scanners	$16,330.64
POLICE	Software License Fee	$8,640.00
OTHER		
911	2023 Chevy Equinox	$28,588.00
COMMUNITY DEVELOPMENT	2023 Chevy Equinox	$28,588.00
IT/GIS	2023 Chevy Equinox	$28,588.00
PLANNING AND DEVELOPMENT	2023 Chevy Equinox	$28,588.00
	Total Received	$802,147.64

FY23/24 VEHICLE(S)/EQUIP ON ORDER

General Fund Capital Replacement Lease Purchase
as of 03/08/2024

DEPARTMENT	VEHICLE(S)/EQUIP ON ORDER	AMOUNT
PUBLIC WORKS		
SOLID WASTE	2 - 914 Wheel Loaders *Pending City Council Approval	$397,448.00
SOLID WASTE	2 - 2025 International Chassis with Dump Body *Pending City Council Approval	$271,387.36
TRAFFIC	2024 Ford F-250 Super Duty SRW XL 2WD	$55,684.00
		$724,519.36
POLICE		
POLICE	17 - Digital Operation Software equipment	$118,590.57
POLICE	4 - Laptop & Havis vehicle dock equipment	$75,180.27
POLICE	2 - Rocket Communications equipment	$60,739.20
POLICE	5 - 2024 Chevrolet Malibu LS	$129,915.00
POLICE	4 - 2024 Chevrolet Tahoe LS	$225,572.00
POLICE	9 - 2024 Chevrolet Tahoe PPV's 2wd	$467,892.00
POLICE	1 - 2024 Chevrolet Tahoe LT	$67,263.00
		$1,145,152.04
FIRE		
FIRE	2024 Ford F-250 Super Duty SRW XL 4WD	$71,341.00
FIRE	2024 Pierce Custom Pump with 7010 Enforcer Cab	$965,413.00
FIRE	2024 Pierce Custom Pump with 7010 Enforcer Cab	$986,189.00
FIRE	2024 Chevy Colorado 2WD Crew Cabs	$73,298.00
		$2,096,241.00
PARKS AND RECREATION		
PARKS AND RECREATION	2024 Chevrolet Malibu	$25,983.00
PARKS AND RECREATION	2024 Ford Transit Cargo Van RWD	$56,182.00

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM	Quote 52272-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682 FAX 863-402-4221	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
2/1/2024

PRICE QUOTE FORM

REVISED QUOTE DATE
2/1/2024

REQUESTING AGENCY **COLUMBIA, CITY OF (SC)**
CONTACT PERSON **BILLY BOWERS** EMAIL WILLIAM.BOWERS@COLUMBIASC.GOV
PHONE **803-545-3811** MOBILE FAX

PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #:4400029875

MODEL X2Y — **MSRP** $56,445.00

2024 Ford Transit Passenger Wagon (X2Y) T-350 148" Low Roof XL RWD

CUSTOMER ID

GOVERNMENT PRICE $55,192.00

BED LENGTH VAN

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
153	OPTIONS Front License Plate Bracket	$0.00
21G	Dark Palazzo Gray Vinyl Bucket Seats	$0.00
301A	Order Code 301A	$0.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	$0.00
68J	Extended Length Running Boards	$0.00
86F	2 Additional Keys (4 Total)	$0.00
998	Engine: 3.5L PFDi V6 Flex-Fuel	$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	$0.00
X73	3.73 Axle Ratio	$0.00
YZ	Oxford White	$0.00
GPC SC	GOVERNMENT PRICE CONCESSION	($2,475.00)
	FACTORY OPTIONS	($2,475.00)

AFTERMARKET OPTIONS	DESCRIPTION	
CD FEE	COURTESY DELIVERY -DROP SHIP- TO LOCAL VENDOR FOR PDI AND DELIVERY.	$636.00
	AFTERMARKET OPTIONS	**$636.00**

TRADE IN

TOTAL COST $53,353.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** 1 **$53,353.00**

Estimated Annual payments for 60 months paid in advance: $11,948.88
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **MATT FORTE** **GOVERNMENT ACCOUNT MANAGER** matt.forte@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Transit Passenger Wagon (X2Y) T-350 148" Low Roof XL RWD (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 Ford Transit Passenger Wagon (X2Y) T-350 148" Low Roof XL RWD — MSRP:$53,620.00

Interior:Dark Palazzo Gray, Vinyl Front Bucket Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 3.5L PFDi V6 Flex-Fuel

Transmission: 10-Spd Automatic w/OD & SelectShift

OPTIONS

CODE	MODEL	MSRP
X2Y	[Fleet] 2024 Ford Transit Passenger Wagon (X2Y) T-350 148" Low Roof XL RWD	$53,620.00
	OPTIONS	
153	Front License Plate Bracket	$0.00
21G	Dark Palazzo Gray Vinyl Bucket Seats	$0.00
301A	Order Code 301A	$0.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	$0.00
68J	Extended Length Running Boards	$655.00
86F	2 Additional Keys (4 Total)	$75.00
998	Engine: 3.5L PFDi V6 Flex-Fuel	$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	$0.00

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Data Version: 21618. Data Updated: Jan 31, 2024 6:59:00 PM PST.

Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Transit Passenger Wagon (X2Y) T-350 148" Low Roof XL RWD (✔ Complete)

X73	3.73 Axle Ratio	$0.00
YZ	Oxford White	$0.00
	SUBTOTAL	**$54,350.00**
	Adjustments Total	$0.00
	Destination Charge	$2,095.00
	TOTAL PRICE	**$56,445.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Transit Passenger Wagon (X2Y) T-350 148" Low Roof XL RWD (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 3.5L PFDi V6 Flex-Fuel -inc: port injection (STD)
	Transmission: 10-Spd Automatic w/OD & SelectShift -inc: auxiliary transmission oil cooler (STD)
	3.73 Axle Ratio (STD)
	50-State Emissions System
	Rear-Wheel Drive
	70-Amp/Hr Maintenance-Free Battery w/Run Down Protection
	HD 250 Amp Alternator
	3226# Maximum Payload
	GVWR: 9,400 lb
	Gas-Pressurized Front Shock Absorbers and HD Rear Shock Absorbers
	Front Anti-Roll Bar
	Electric Power-Assist Steering
	25.1 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Strut Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Exterior	
	Wheels: 16" Silver Steel w/Black Hubcap
	Tires: 235/65R16C 121/119 R AS BSW
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Black Front Bumper
	Black Rear Bumper w/1 Tow Hook
	Black Bodyside Cladding and Black Wheel Well Trim
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles

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Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Transit Passenger Wagon (X2Y) T-350 148" Low Roof XL RWD (✔ Complete)

Exterior	
	Black Power Side Mirrors w/Convex Spotter and Manual Folding
	Fixed Rear Window w/Defroster
	Light Tinted Glass
	Rain Detecting Variable Intermittent Wipers
	Fully Galvanized Steel Panels
	Black Grille
	Sliding Rear Passenger Side Door
	Split Swing-Out Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Auto High-Beam Headlamps w/Delay-Off
	Headlights-Automatic Highbeams
Entertainment	
	Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls and SYNC 3 External Memory Control
	Radio: AM/FM Stereo -inc: 4.0" multi-function display, Bluetooth and dual USB ports
	Streaming Audio
	Fixed Antenna
	8 Speakers (4 Front/4 Rear)
	Bluetooth Wireless Phone Connectivity
	1 LCD Monitor In The Front
Interior	
	Dark Palazzo Gray Cloth Bucket Seats -inc: 2-way manual driver seat w/lumbar, 2-way manual passenger seat and driver and passenger armrest (STD)
	4-Way Driver Seat
	4-Way Passenger Seat
	Removable Bench Front Facing Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
	Fixed Rear Windows and Fixed 3rd Row Windows
	FordPass Connect 4G Mobile Hotspot Internet Access
	Removable Split-Bench 3rd Row Seat Front, 3 Manual and Adjustable Head Restraints

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Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Transit Passenger Wagon (X2Y) T-350 148" Low Roof XL RWD (✔ Complete)

Interior	
	Removable Split-Bench Front Facing 4th Row Seat Number, Control and Type Head Restraint
	Front Cupholder
	Rear Cupholder
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	Rear HVAC
	HVAC -inc: Underseat Ducts
	Locking Glove Box
	Driver Foot Rest
	Interior Trim -inc: Metal-Look Instrument Panel Insert
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Cloth Front Bucket Seats
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination
	Partial Floor Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Vinyl/Rubber Floor Trim
	Cargo Space Lights
	Pre-Collision Assist w/Automatic Emergency Braking
	Instrument Panel Bin, Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver 1-Touch Down
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Analog Appearance
	Seats w/Cloth Back Material
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

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Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Transit Passenger Wagon (X2Y) T-350 148" Low Roof XL RWD (✔ Complete)

Interior	
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets
Safety-Mechanical	
	Ford Co-Pilot360 w/Side Wind Stabilization Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Lane-Keeping System Lane Departure Warning
	Driver Monitoring-Alert
	Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Safety Canopy System Curtain 1st, 2nd And 3rd Row Airbags
	Airbag Occupancy Sensor
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 21618. Data Updated: Jan 31, 2024 6:59:00 PM PST.

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

Quotation

DATE 1/31/2024

Quotation For:
City of Columbia
Mr. Billy Bowers
PO Box 147
Columbia SC 29217

Prepared by: Brian Smith

Reference Number	Description	Amount
538-6988	914 14A WHEEL LOADER	$170,290.00
541-4413	STANDARD RADIO (12V)	$730.00
538-7130	HEATER AND AIR CONDITIONER	$5,520.00
561-3288	LIGHTS, STD, LED	$1,080.00
541-2851	RIDE CONTROL	$4,365.00
549-5001	COUPLER READY, STD LIFT	$650.00
571-2780	LIGHTS,ROADING,RH DIP,HAL-LED	$330.00
469-5853	FENDERS, FULL COVER	$835.00
538-7152	CTWT STANDARD, 1973 LBS	$0.00
542-9197	CAB, DELUXE, SINGLE BRAKE	$10,030.00
450-5405	HYDRAULIC OIL, STANDARD	$1,500.00
538-7160	POWERTRAIN, HI RIMPULL, 24MPH	$5,670.00
385-5822	TIRES, 17.5 R25, MX, L2 XTLA	$6,430.00
504-4835	CAMERA, REAR VIEW	$2,030.00
539-7204	SEAT, DELUXE	$1,030.00
538-7127	STEERING, SECONDARY	$1,640.00
538-7201	HYDRAULICS, 3V, STD LIFT	$2,875.00
543-4225	ALARM, BACK-UP	$261.00
636-3590	PRODUCT LINK, CELLULAR PL243	$0.00
0G-3117	PACK, ROLL ON/ROLL OFF BY SEA	$419.00
0G-3273	RUST PREVENTATIVE APPLICATOR	$147.00
	Total Caterpillar List Price	$215,832.00
	State Contract 4400018718 discount from list (25%)	$ (53,958.00)
	JRB Coupler	$ 7,989.00
	Tink Claw model C520	$ 16,011.00
	60 MONTH / 7,500 HOUR PREMIER FULL MACHINE WARRANTY	$ 12,350.00
	SC STATE CONTRACT 4400031291 PRICE	
	SC Sales Tax	$ 500.00
	TOTAL PRICE	$198,724.00

Thank you for the opportunity to earn your business

SINCE 1938
COOPER
CLINTON, SC
CHRYSLER DODGE Jeep RAM

CONTRACT TO PURCHASE

Stock No.	151291
Salesperson	Tom Counts
Date	02/01/2024
Delivery Date	
Invoice #	

Main (864) 833-1741
305 East Main St.
Clinton, SC 29325
P.O. Box 688
Clinton, SC 29325

Customer	City Of Columbia			E-Mail					
Street	2910 Colonial Dr			City	COLUMBIA	State	SC	Zip	29203
Contact		Phone				Cell		Fax	

PO #	FAN

VEHICLE DETAILS

Year	2024	Make	Ram	Model	1500
Trim	Tradesman 4x4 Quad Cab	Ext Color	Bright White Clearcoat	Int Color	Diesel Gray/Black
New/Used		Mileage	51		
Engine	V6 Cylinder Engine	Fuel Type	Gasoline	Cylinders	
VIN	1C6RRFCG0RN151293			GVW Rating	

TRANSACTION

	SELLING PRICE	40,676.00
Items Added	LEE TRANSPORT------ TONNEAU COVER, STROBES AND SPRAY IN LINER	2,785.00

INSURANCE INFORMATION

Insurance Co	
Policy #	
Effective	
Address	
Phone	
Contact	

USED VEHICLE DISCLAIMER: AS IS

Cooper Motor Company hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Buyer shall not be entitled to recover from selling dealer any consequential damages, damages to property, damages for loss of use, damages for loss of time, loss of profits, or income, or any other incidental damages.

The information on the window form (Buyer's Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in contract sale.

1.	Total Price		43,461.00
2.	Trade-In Allowance		
3.	Net Trade Difference		43,461.00
4.	Other-DOC Fee		
5.	Taxable Sub-Total		43,461.00
6.	Sales Tax	IMF	500.00
7.	Invoicing and Services		
8.	Registration and Title Fees | Temporary Lic.		
9.	Sub-Total		43,961.00
10.	Amount Owed On Trade		
11.	Less FCA Incentives / Rebates		
12.	Less Deposit / Down Payment		
13.	Final Amount Due / Financed		43,961.00

Notes:

Customer Signature

Date

Buyer

Accepted By Date

Dealer Contact:

Tom Counts
(803) 309-2752

LEE TRANSPORT EQUIPMENT INC.

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

stom Quotation For:
OOPER MOTORS

Quote # NG20240130-CM
Date: 1/30/2024
Phone # 8032011972
Fax#

Personal Contact: TOM COUNTS

PRICING:

24 RAM 1500 Q

FURNISH AND INSTALL

TRAILFX TRI-FOLD LOCKABLE TONNEAU COVER (TFX2524)	$	1,550.00
4 CORNER A/W STROBES	$	685.00
SPRAY IN BED LINER	$	550.00
	$	-
	$	-
	$	-

SINCE 1938
COOPER
CLINTON, SC
CHRYSLER DODGE Jeep RAM

CONTRACT TO PURCHASE

Stock No.	151291
Salesperson	Tom Counts
Date	02/01/2024
Delivery Date	
Invoice #	

Main (864) 833-1741
305 East Main St.
Clinton, SC 29325
P.O. Box 688
Clinton, SC 29325

Customer	City Of Columbia			E-Mail			
Street	2910 Colonial Dr	City	COLUMBIA	State	SC	Zip	29203
Contact		Phone		Cell		Fax	

PO #	FAN

VEHICLE DETAILS

Year	2024	Make	Ram	Model	1500
Trim	Tradesman 4x4 Quad Cab	Ext Color	Bright White Clearcoat	Int Color	Diesel Gray/Black
New/Used		Mileage	51		
Engine	V6 Cylinder Engine	Fuel Type	Gasoline	Cylinders	
VIN	1C6RRFCG0RN151290	GVW Rating			

TRANSACTION

	SELLING PRICE	40,676.00
Items Added	LEE TRANSPORT------ TONNEAU COVER, STROBES AND SPRAY IN LINER	2,785.00

INSURANCE INFORMATION

Insurance Co	
Policy #	
Effective	
Address	
Phone	
Contact	

USED VEHICLE DISCLAIMER: AS IS

Cooper Motor Company hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Buyer shall not be entitled to recover from selling dealer any consequential damages, damages to property, damages for loss of use, damages for loss of time, loss of profits, or income, or any other incidental damages.

The information on the window form (Buyer's Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in contract sale.

1.	Total Price		43,461.00
2.	Trade-In Allowance		
3.	Net Trade Difference		43,461.00
4.	Other-DOC Fee		
5.	Taxable Sub-Total		43,461.00
6.	Sales Tax	IMF	500.00
7.	Invoicing and Services		
8.	Registration and Title Fees | Temporary Lic.		
9.	Sub-Total		43,961.00
10.	Amount Owed On Trade		
11.	Less FCA Incentives / Rebates		
12.	Less Deposit / Down Payment		
13.	Final Amount Due / Financed		43,961.00

Notes:

Customer Signature

Date

Buyer

Accepted By Date

Dealer Contact:

Tom Counts
(803) 309-2752

LEE TRANSPORT EQUIPMENT INC.

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

Custom Quotation For:		Quote #	NG20240130-CM
COOPER MOTORS		Date:	1/30/2024
		Phone #	8032011972
		Fax#	
	Personal Contact: TOM COUNTS		*PRICING:*

24 RAM 1500 Q[illegible]	
FURNISH AND INSTALL	
TRAILFX TRI-FOLD LOCKABLE TONNEAU COVER (TFX2524)	$ 1,550.00
4 CORNER A/W STROBES	$ 685.00
SPRAY IN BED LINER	$ 550.00
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
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	$ -
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	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Price good for 30 days. Tax not included in quote.	$ -

Insurance: **Customers chassis covered with primary coverage insurance while in the care and the custody of L.T.E. Product Liability insurance carried.**

Chassis:		**C/A**		**Paint:**	
Other Data:					

Price:	$ 2,785.00
Special Discount:	$ -
Net Price:	$ 2,785.00
Local Option Tax:	$ -
State Sales Tax:	
Total Price:	$ 2,785.00

Tax Exempt No		**Terms:**		**Delivery Date:**	
Accepted By				**Date:**	

Lee Transport Equipment, Inc.

By: Nathan Galub

XAS 188 CD T4F

Portable compressor



Standard Scope of Supply

The Atlas Copco **XAS 188 CD T4F** is a single-stage oil-injected rotary screw type air compressor, powered by a liquid-cooled, four cylinder diesel engine.

The unit consists of an air end, diesel engine, cooling circuit, air/oil separation and control systems - all enclosed within a sound dampened HardHat™ polyethylene shell.

A broad range of undercarriage formats, factory and locally installed options are available.

Special attention has been given to the overall product quality, user friendliness, ease of serviceability, and economical operation to ensure best in class cost of ownership.

Available Models

XAS 188 CD HardHat™	single stage - 100 psi – Caterpillar engine

Standard Features

- 49Hp Engine with 189 CFM Free Air Delivery
- Low Fuel Shutdown
- Tool box
- Spin on type compressor oil separator
- 110% Spillage Free Containment Frame
- HardHat™ Enclosure

Benefits

- 189 CFM free air delivery @ 2.37Gal/hr (8.97L/hr)
- Direct drive compressor, no gearbox required which saves horsepower and fuel
- Reduces downtime on site when operator runs out of fuel as there is no longer a need to “re-prime” the fuel system
- Internal Tool Box – Fits 90 lb hammer
- Easy and fast service.
- Protects environment, avoids costly clean up liability
- Heavy ¼” double wall polyethylene enclosure
- Dent and UV Resistant
- Keeps looking new for longer and adds to resale value
- Click here to watch our HardHat video online!!!

Optional Features	Benefits
• Hose reels	• Keeps all of the customer's hoses in the same place, great for municipal bids.
• Heavy Duty Single Axle Trailer w/ 15" tires	• Well balanced for safer towing or moving around site • High ground clearance for rough site and road conditions
• Cold weather package	• Features required for reliable cold weather operations. Includes coolant heater block.

Technical Data

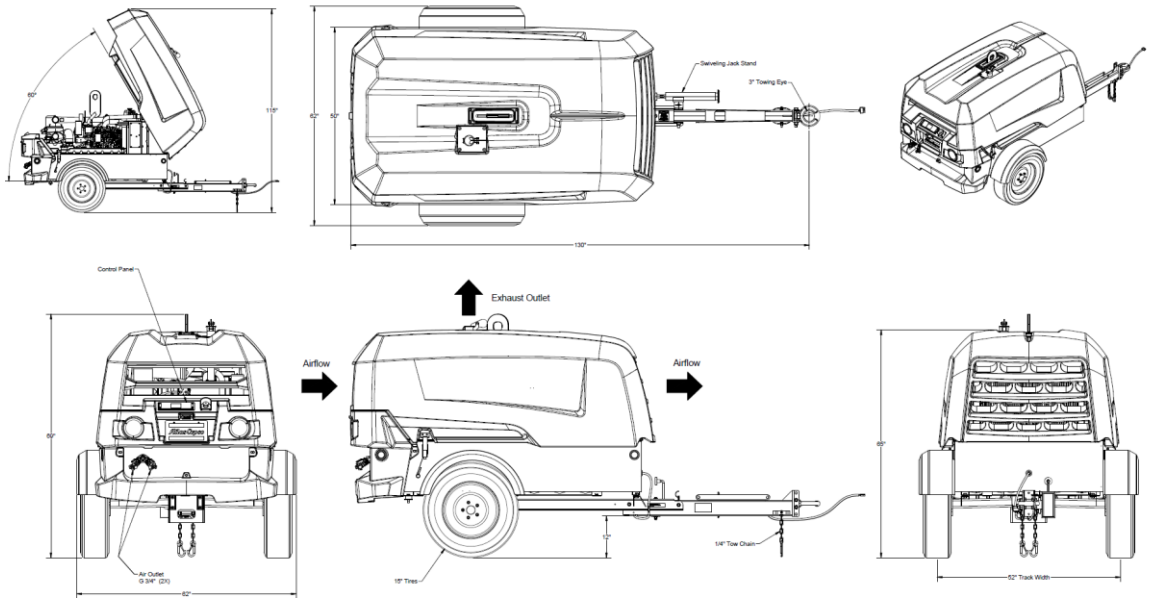
Compressor	Units	XAS 188 CD T4F
Actual free air delivery[1] (FAD)	cfm	189
Normal effective working pressure	Psi	100
Maximum unloading pressure	Psi	125
Minimum working pressure	Psi	58
Max. sound pressure level @ 23' (7m) at normal working speed & pressure[2]	dB(a)	76
Compression Stages		1
Air Receiver Capacity	US Gal (L)	4.76 (18.0)
Compressor oil capacity	US Gal (L)	2.5 (9.7)
Approximate air outlet temperature	°F (°C)	TBD
Air Compressor outlets		2 x ¾"
Max. ambient temperature (at sea level)[3]	°F (°C)	122 (50)
Maximum altitude	ft (m)	TBD
Minimum starting temperature (without cold weather options)	°F (°C)	14 (-10)
Minimum starting temperature (with cold weather options)	°F (°C)	TBD

Engine	Caterpillar	C2.2T
Emissions Regulation	US EPA	Tier 4 Final
US EPA Engine Family		EKBXL02.4END
Output at rated speed (2700 rpm) [4]	HP	48,8
Number of cylinders		4
Aspiration		Turbocharged
Displacement	cu in (L)	135 (2.21)
Engine speed (Unloaded)	rpm	1600
Engine speed (Maximum loaded)	rpm	2800
Engine oil capacity	US Gal (L)	2.05 (7.76)
Engine coolant capacity	US Gal (L)	2.6 (9.9)
Fuel tank capacity	US Gal (L)	27 (102)
Fuel consumption at 100% load	Gal/Hr (L/Hr)	2.37 (8.97)
Fuel consumption at 75% load	Gal/Hr (L/Hr)	1.92 (7.26)
Fuel consumption at 50% load	Gal/Hr (L/Hr)	1.69 (6.40)
Fuel consumption at 25% load	Gal/Hr (L/Hr)	1.24 (4.69)
Fuel consumption at 0% load	Gal/Hr (L/Hr)	1.02 (3.86)
Electrical System (Negative Ground)	V	12
Battery Capacity (Cold Cranking Amps[5])	A	725

1 According to ISO 1217 ed.3 1996 annex D
2 Measured in accordance with ISO 2151 under free field conditions @ 7m distance
3 Consult Atlas Copco for proper de-rating instructions for operation beyond ambient limitations
4 Horsepower limited by Engine ECU
5 According to DIN 72311

Dimensions

Trailer mounted - HardHat™ Version

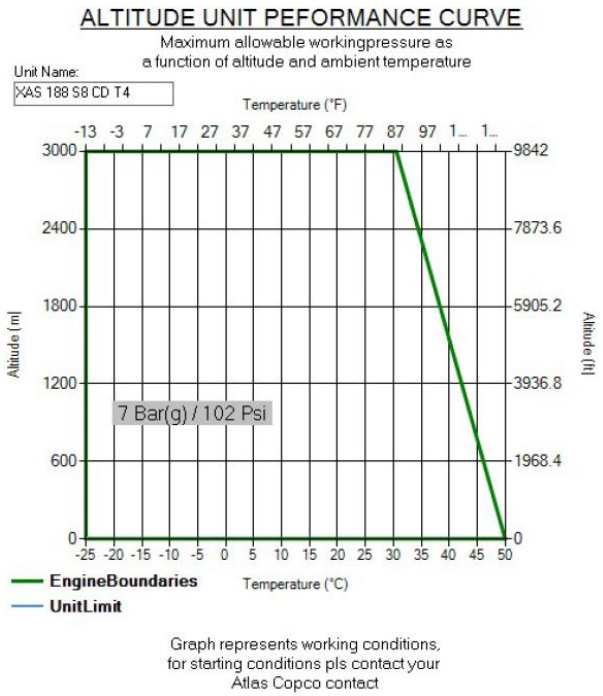


Weight (Wet - Ready-to-operate)

		XAS 188 CD HardHat™
Trailer mounted	lb (Kg)	1900 (862)
Support mounted	lb (Kg)	NA

Dimensions

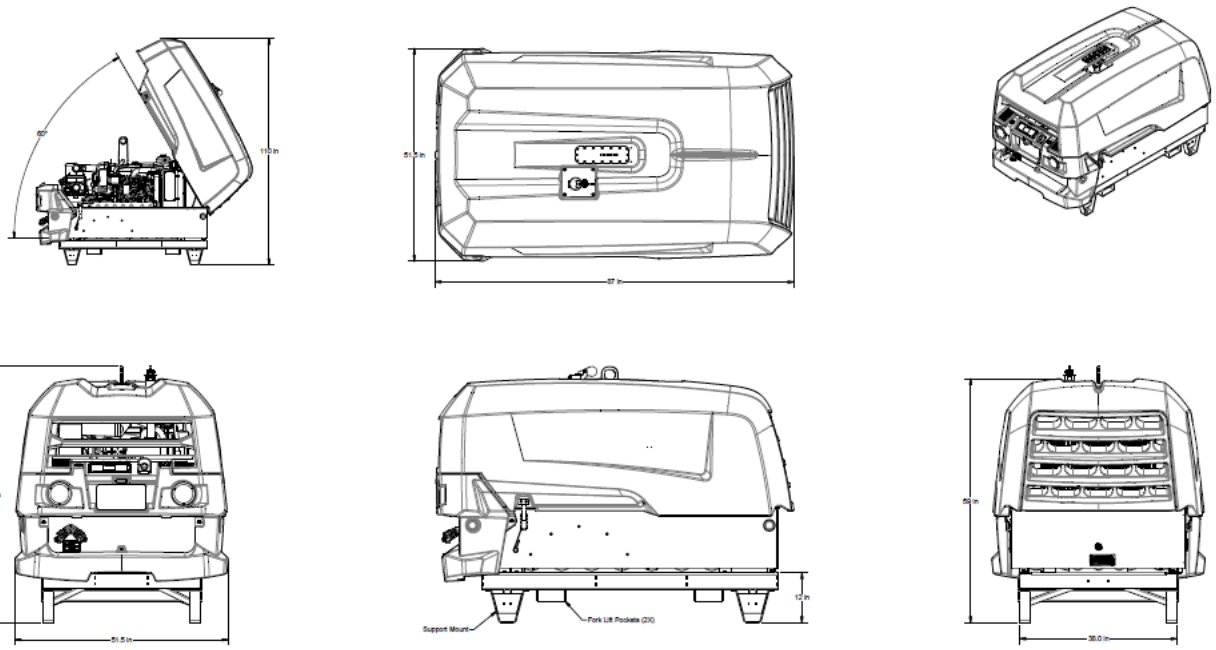
		XAS 188 CD HardHat™
Trailer mounted (Inches)	L x W x H	130 x 62 x 69
Trailer mounted for shipping – tow arm folded upright (Inches)	L x W x H	TBD
Support mounted (Inches)	L x W x H	NA



Graph represents working conditions,
for starting conditions pls contact your
Atlas Copco contact

Dimensions

Support mounted - HardHat™ Version



Weight (Wet - Ready-to-operate)

		XAS 188
Support mounted	lb (Kg)	TBD

Dimensions

		XAS 188
Support mounted Inches (m)	L x W x H	87 (2.21) x 51.5 (1.31) x 62 (1.58)

Principle Data

Compressor Element

The quality of a compressor can be measured through the reliability, efficiency and durability of the compressor element used. Through decades of expertise in the design of compressor elements, the result is the production of most efficient and reliable compressors in the market. When the screw element is efficient durability excels, maintenance intervals decrease and fuel consumption goes down.

The XAS 188 CD T4F compressor utilizes Atlas Copco's new C-90 Flexbox which element is driven from the diesel engine with gearbox. New element, means more flow with less fuel consumption.

Inlet air is filtered through a heavy duty two stage air filter.

Air/Oil Separator

Air and oil separation is achieved through a centrifugal spin on type compressor oil separator with a filter element for easy maintenance. Separators are ASME/CRN approved versions and are stamped accordingly.

Designed for a higher maximum working pressure, the separator is equipped with a sealed high pressure safety relief valve, sonic nozzle, automatic blow-down valve, and pressure regulator.

Air/Oil Separator Tank:

Volume	4.76 US Gal / 18 L
Certifications	ASME / CRN
MAWP	160psi @ 248°F

Cooling System

The cooling system consists of integrated side-by-side aluminum oil cooler with axial fan to ensure optimum cooling. The fan is protected by a guard for operator safety. There is an access port at the front of the machine for easy cleaning

The cooling system is suitably designed for continuous operation in ambient conditions up to 120°F, with canopy door closed.

Compressor Regulating System

The compressor regulating system consists of two stage air filter, air receiver/oil separator, compressor element, blow down valve, and pressure safety valve.

Economic power consumption is assured by the fully automatic 100% step-less speed regulator that adapts engine speed to air demand.

Discharge Outlets

Compressed air is available from 2 x 3/4" claw type (Chicago) outlet valves.

Storage Compartment

The compressor has a built in tool box compartment. Tool box dimension is**: 33.8"L x 7.4" W x 10" H. Open top**

Engine

Caterpillar C2.2T

Caterpillar C2.2T Tier 4 Final, turbocharged, four-cylinder, liquid-cooled diesel engine provides ample power to operate the compressor continuously at full-load.

Meats all US EPA and Environment Canada exhaust legislations with Tier 4 Final compliance. The US EPA engine family is "EKBXL02.4END". The engine utilizes a DOC to meet Tier 4 Final emissions. All functionality of the engine and exhaust after treatment are controlled automatically on the XC1004 controller.

Engine output at rated speed, in accordance to SAE Standard, is 49hp at 2800 rpm, as limited by the engine ECU.

The engine has the capability to start the compressor to 14°F (-10°C) with standard glow-plug aid. Cold start options are available for up to (TBA).

The 27 Gal (102L) fuel tank is sufficiently sized to operate the unit for minimum of 11 hours at full-load condition.

Electrical System

The **XAS 188 CD T4F** is equipped with a 12 Volt negative ground electrical starting system.

Instrumentation

The instrument control panel is located on the back, of the compressor canopy with easy access.

Standard instrument package includes an operating pressure gauge, and fully diagnostic ECU controller with large 3.5" display. The intuitive Atlas Copco XC1004 controller is easy to operate with all functions conveniently at your fingertips. The controller also manages the engine ECU operating system, and a number of safety warnings and shut downs on various parameters (listed below).

XC1004 Controller Functionality:

- Displayed while running
  - Hours
  - Fuel level
  - RPM
  - Outlet pressure
- Compressor measurements displayed
  - Running hours
  - Fuel level
  - Clock
  - Battery voltage
  - Running hours
  - Regulating pressure
  - Emergency stop count
  - Average fuel consumption
  - Minor and major service counters in hours and days
- Warnings and Shutdowns
  - High temperature engine coolant
  - High temperature compressor oil
  - Engine oil pressure
  - Low fuel level
  - High DPF soot level
- Settings
  - Manual regeneration of DPF
  - Reset service timers
  - Diagnostics for engine ECU
  - Language settings
  - Unit of measure changes
- Operational Buttons
  - Start and stop of the unit
  - View measurements, settings and alarms
  - Multi position cursor to navigate menus
- Engine measurements displayed
  - Current fuel rate
  - Engine coolant temperature
  - Engine oil pressure
  - Engine RPM
- Alarms
  - View current & historical alarms present
  - History of last 20 alarms and events with time and date stamps
  - DM1 & DM2: View current engine codes (SPN/FMI)



Bodywork

The compressor is delivered in the HardHat™ version.

HardHat™: Our HardHat™ version comes standard with dual wall, 5" thick, Polyethylene material providing superior corrosion, and UV protection against fading and discoloration. As well as unmatched dent and damage resistance. The canopy is sound attenuated to meet the most current legal noise requirements. A clamshell style hood offers easy service access to all components.

Undercarriage

The **XAS 188 CD T4F** compressor is available with two undercarriage alternatives, providing utmost flexibility in installation or towing requirements.

- Single axle trailer setup with:
  - US DOT/Federal MVSS 49CFR571 approved light package and 4 way trailer plug
  - Adjustable height pintle hitch (3" lunette)
  - External lifting eye
  - 15" Rims w/ ST205/75D15 Tires for trailer use

– Trailer brakes not standard (can be added as option)
– Heavy Duty torsion axle rated at 2,500lbs
– Safety chains
– Screw jack leveling
– Single point lifting structure

Factory Options Available

- Hydraulic or electric trailer brake package
- 15” Rims w/ ST205/75D15 Tires
- Single or dual, 50’ or 100’ live hose reels (18” extended drawbar added)
- Airline lubricator (shipped loose)
- O.S.H.A. ¾” check valve
- Custom color canopy (minimum order may be required)
- Cold weather package (includes: 120V block heater, synthetic compressor oil)
- 2” or 2 5/16” ball hitches (shipped loose)
- Extended drawbar (18” extension)
- D-Ring tie downs

Manufacturing & Environmental Standards

The **XAS 188 CD T4F** is manufactured following stringent ISO 9001 regulations, and by a fully implemented Environmental Management System fulfilling ISO 14001 requirements.

Attention has been given to ensure minimum negative impact to the environment.

The **XAS 188 CD T4F** meets all current US EPA, CARB and Environment Canada exhaust and noise emission directives.

Supplied Documentation

The unit is delivered with documentation regarding:

- Hard copies of the Atlas Copco Operators Safety and Instruction Manual, Atlas Copco Parts Book, Caterpillar Engine Manual and Parts book, as well as electronic copies available on request.
- Warranty Registration card for engine and Atlas Copco Compressor (Units must be registered upon receipt).
- Certificate for air/oil separator vessel and safety valve approval, ASME/CRN (Upon request only).

Warranty Coverage

Caterpillar Engine: Two (2) years / 2,000 hours of operation (whichever occurs first) & Major Component Warranty (MCW) for three (3) years / 3,000 hours (whichever occurs first) warranty from Caterpillar Engine America. Unit must be registered directly with Caterpillar upon receipt to be eligible for warranty. Failure to register warranty upon initial startup may cause warranty claim delays or rejection of claim by Caterpillar.

Atlas Copco Compressor: Warrantied to be free from defects with regard to material and workmanship for the period of eighteen (18) months from date of shipment from the factory, or twelve (12) months from date of initial start-up, whichever occurs first, without limitation of running hours.

Air compressor element assemblies used in Atlas Copco portable air compressors, is warranted to be free from defects with regard to materials and workmanship for the period of thirty (30) months from date of shipment from the factory, or twenty four (24) months from date of initial start up, whichever occurs first, without limitation of running hours. Atlas Copco service kits including parts and oils (PAR Oil's) must be used to maintain warranty. Failure to register warranty upon initial start-up may cause warranty claim delays or rejection of claims.

Extended Warranty Programs: Programs are available; please contact your local sales representative for more info.

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Columbia	carolina international
Contact:	Billy Bowers	steve
Address:	2910 Colonial Dr	
City/State/Zip:	Columbia S.C.	
Phone:	803 603 4544	
Email:		

Proposal Number	24218
Date	2/12/2024
Quantity of this Specification	columbia
Single Sourcewell Transaction Total Volume	0

Chassis			
New 2025 International MV607 Chassis			$ 130,449.00
Base Chassis List		$ 110,943.00	
Options List		$ 19,506.00	
Sourcewell Contract Discount		30.3%	$ (39,551.02)
Volume Incentive			$ -
Material Price Increases			$ -
Net Sourcewell Chassis Price			$ 90,897.98
Sourcewell Partner Body			
			$ 35,480.00
Handling Fee		4.00%	$ 1,419.20
Non-Sourcewell Dealer Supplied Body			
			$ -
Handling Fee		5.00%	$ -
Additional Post Build Work			
Special P&D			$ 750.00
			$ -
Handling Fee		5.00%	$ 37.50
Service Contracts			
navistar			$ 975.00
cummins			$ 4,360.00
allision			$ 1,274.00
Additional Freight			
			$ -
Additional Floorplan			
			$ -
Additional Fees & Taxes			
delivery			$ 500.00
			$ -
			$ -
Final Sourcewell Customer Price FOB			**$ 135,693.68**

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	$200
A26 Incremental Parts Credit - Fleet Charge only	$200
Silver Package Award	$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

INTERNATIONAL®

February 22, 2024

Prepared For:
CITY OF COLUMBIA
Billy Bowers
2910 Colonial Dr.
Columbia, SC 29203-6812
(803)603 - 4544
Reference ID: N/A

Presented By:
CAROLINA INTERNATIONAL TRUCKS, INC
Steve Wiser
1619 BLUFF RD
COLUMBIA SC 29201 -
(803)799-4923

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2025 MV607 SBA (MV607)

AXLE CONFIG:	4X2
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 25500. Calc. GVWR: 25500. Calc. GCWR: 33000 Calc. Start / Grade Ability: 32.94% / 2.33% @ 55 MPH Calc. Geared Speed: 88.8 MPH
DIMENSION:	Wheelbase: 193.00, CA: 125.90, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins B6.7 300} EPA 2024, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 2500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-08-153B} I-Beam Type, 8,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S140} Single Reduction, 17,500-lb Capacity, 190 Wheel Ends Gear Ratio: 5.57
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 255/70R22.5 Load Range H AH37 (HANKOOK), 562 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WP Location 1: 9219, Winter White (Std) Chassis schematic N/A

INTERNATIONAL®

Vehicle Specifications
2025 MV607 SBA (MV607)

February 22, 2024

Code	Description
MV60700	Base Chassis, Model MV607 SBA with 193.00 Wheelbase, 125.90 CA, and 75.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION {Navistar} 4x2 Notes : Pricing may change if axle configuration is changed.
1CAE	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 460.0" (11684mm) Maximum OAL
1LEG	LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper
1LNG	BUMPER, FRONT Contoured, Steel, Painted Gloss Black
1WAC	BUMPER EXTENSION, FRONT 4.0"
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)
2ATK	AXLE, FRONT NON-DRIVING {Meritor MFS-08-153B} I-Beam Type, 8,000-lb Capacity
3770	SPRINGS, FRONT AUXILIARY Rubber
3ADA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 8,000-lb Capacity, with Shock Absorbers Includes : SPRING PINS Rubber Bushings, Maintenance-Free Notes : In combinations where chassis component weights may cause a chassis lean, a spring is used in front left spring pack to offset this imbalance & provide a level chassis, within 3/8", with body installed.
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EDN	AIR DRYER {Bendix AD-9SI} with Heater, Includes Safety Valve
4ESX	BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqIn
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VLE	AIR DRYER LOCATION Mounted Inside Engine Compartment, Right Side
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes

INTERNATIONAL®

Vehicle Specifications
2025 MV607 SBA (MV607)

February 22, 2024

Code	Description
4XDC	BRAKES, FRONT {Meritor 15X4 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 4", 13,200-lb Capacity
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4XEG	BRAKE COATING, FRONT Platinum Shield, for Meritor Air S-Cam Brakes
4XEH	BRAKE COATING, REAR Platinum Shield, for Meritor Air S-Cam Brakes
4XEZ	AIR TANK LOCATION (2) Mounted Between the Rails, Back of Cab, One on Each Side, Parallel to Rails
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PRG	STEERING GEAR {TRW (Ross) TAS40} Power
6DGA	DRIVELINE SYSTEM {Dana Spicer} SPL100, for 4x2/6x2
7BME	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8540	HORN, ELECTRIC (2) Trumpet Style
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAG	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake accommodation package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPP	ANTENNA Shark Fin, Roof Mounted
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8TAD	VIDEO CAMERA WIRING Pre-Wire Only, for DriveCam Driver Monitoring System; Battery/Ignition Power and Vehicle Data Provided for Installer, Located in Center Panel, for Use with DC3P Camera

INTERNATIONAL®

Vehicle Specifications
2025 MV607 SBA (MV607)

February 22, 2024

Code	Description
8THB	BACK-UP ALARM Electric, 102 dBA
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch
8TPR	STOP, TURN, TAIL & B/U LIGHTS {Weldon} Multi-Function LED Lamp, Mounted Outside Rails, Includes LED License Plate Light
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8VZK	TURN SIGNALS, FRONT Dual Face, LED, Amber/Red, Mounted on Top of Fender, Used with Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNZ	HEADLIGHTS Halogen, with Daytime Running Lights
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HCY	GRILLE Molded in Black, with Chrome Surround
9WBN	FENDER EXTENSIONS Painted
9WBW	FRONT END Tilting, Fiberglass, with Three Piece Construction, Dual Air Intakes
9WBZ	BUG SCREEN Mounted Behind Grille and Bumper Grille
10021	CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Single Frame Rails
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "WP"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10BAE	LABEL, DEF "DEF ONLY"
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10VAA	KEYS - ALL ALIKE, ADDITIONAL 3 Keys
10WCY	SAFETY TRIANGLES
10WKJ	KEYS - ALL ALIKE, ID I-1003 Compatible with Z-001
10WUE	MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension
10XAN	FIRE EXTINGUISHER 5 lb Class A B C
10XAP	FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat

INTERNATIONAL®

Vehicle Specifications
2025 MV607 SBA (MV607)

February 22, 2024

Code	Description
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12EMZ	VENDOR WARRANTY, ENGINE {Cummins} B6.7 Engine, 3-Year Unlimited Miles Standard Warranty
12EXX	ENGINE, DIESEL {Cummins B6.7 300} EPA 2024, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed Includes : FAN Nylon
12VCE	AIR CLEANER Single Element, Fire Retardant Media
12VJR	EMISSION, CALENDAR YEAR {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2024
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCE	RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 738 SqIn Louvered, with 477 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13BBK	TRANSMISSION, AUTOMATIC {Allison 2500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max
13WLN	TRANSMISSION OIL Synthetic; 20 thru 28 Pints
13WVS	TRANSMISSION SHIFT CONTROL T-Handle
13WYY	SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, Performance Programming
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14AJH	AXLE, REAR, SINGLE {Dana Spicer S140} Single Reduction, 17,500-lb Capacity, 190 Wheel Ends . Gear Ratio: 5.57
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
15924	FUEL TANK STRAPS Bright Finish Stainless Steel
15BAA	DEF TANK COVER Stainless Steel
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor
15LRE	LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab

INTERNATIONAL®

Vehicle Specifications
2025 MV607 SBA (MV607)

February 22, 2024

Code	Description
16030	CAB Conventional, Day Cab Includes : CLEARANCE/MARKER LIGHTS (5) Flush Mounted
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure or Auxiliary Air Pressure (if Air Equipped) : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure, Primary and Secondary (if Air Equipped)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SED	GRAB HANDLE, EXTERIOR (2) Black, Aluminum, for Cab Entry Mounted Left and Right Side at B-Pillar
16SMH	SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment
16SNX	MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"
16SSU	MIRRORS (2) C-Loop, Power Adjust, Heated, Turn Signals, LED Clearance Lights, Bright Heads and Arms, 7" x 14.5" Flat Glass, Includes 8" x 6" Convex Mirrors, for 102" Load Width Notes : Mirror Dimensions are Rounded to the Nearest 0.5"
16VBU	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab, Steps Mounted Independently to Frame on Passenger Side
16VCC	SEAT BELT All Orange; 1 to 3
16VDZ	KEYLESS ENTRY SYSTEM REMOTE with Panic and Auxiliary Buttons, Includes Two Key Fobs (Transmitters)
16VKB	CAB INTERIOR TRIM Classic, for Day Cab Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLM	CAB REAR SUSPENSION Rubber Suspension, for Low Cab Height
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16XJN	INSTRUMENT PANEL Flat Panel

INTERNATIONAL®

Vehicle Specifications
2025 MV607 SBA (MV607)

February 22, 2024

Code	Description
27DTE	WHEELS, FRONT {Maxion 10038} DISC; 22.5x7.50 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DTE	WHEELS, REAR {Maxion 10038} DUAL DISC; 22.5x7.50 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint
7372135432	(4) TIRE, REAR 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
7752525809	(2) TIRE, FRONT 255/70R22.5 Load Range H AH37 (HANKOOK), 562 rev/mile, 75 MPH, All-Position
	Services Section:
40129	WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A
40TUU	SRV CONTRACT, EXT ALLISON XMSN {Allison} To 60-Month/Unlimited Miles/km, for Allison 2500 RDS with P&D or Beverage Vocations (ST09-ST13)
40XZX	SRV CONTRACT, EXT STARTER/ALT {Navistar Prepackaged Components} Covers Starter and Alternator Only, To 60-Month/200,000 Miles (320,000 km)
40YYL	SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/200,000 Miles (320,000 km), Extended Cummins B6.7 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)
1	Lee Transport dump body

INTERNATIONAL®

Financial Summary
2025 MV607 SBA (MV607)

February 22, 2024

(US DOLLAR)

Description	Price
Net Sales Price:	$135,693.68

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

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

Custom Quotation For:

City of Columbia

Personal Contact: Billy Bowers

Quote # GS-10302023-R
Date: 10/30/2023
Phone # 803-545-3806
Fax#

		PRICING:
(South Carolina State Contract for Flat Bed Dump Bodies Number #4400027118)		
Furnish and install PJ's 14' Flat bed dump body with Godwin G5530 Hoist to S.C. State Spec.	$	12,270.00
Add Options:		
50" Tall headboard with 23"X 23" shovel box installed at front with 12"X12" opening each side.	$	3,655.00
43" Permanent solid metal sides, 2.5"X 5" vertical side post on 16" centers and 3"X 2"X 1/4" ----- angle iron on top for reinforcement.	$	4,950.00
36" Cab shield installed with 5 degree angled to rear of body.	$	1,850.00
3/4" Tarp tie bar installed center of each side and 2-ladder steps at front behind box opening.	$	1,090.00
Expanded metal tailgate, turn buckle latch, 5-vertical post & 3-HD hinges installed on curb side.	$	1,950.00
State Contract powder coat paint with 5,000 hour salt spray test (City of Columbia Blue paint).	$	2,450.00
Muncie Hot Shift PTO		INC
Back up alarm installed.	$	85.00
Option for 16' dump body in lieu of 14' dump body (requires larger hoist).	$	3,480.00
State Contract 25 Ton pintle hook installed with electric brake controller and 7-way plug.	$	1,950.00
3-Way State Contract back up camera system installed.	$	1,750.00

Note: Entire hoist system is NTEA rated and complies to South Carolina State Specifications.

Price good for 30 days.

Tax not Inc.

Insurance: **Customers chassis covered with primary coverage insurance while in the care and the custody of L.T.E. Product Liability insurance carried.**

Chassis: 26,000 GVWR **C/A** 126" **Paint:** City Blue

Other Data:

Price:	$	35,480.00
Special Discount:	$	-
Net Price:	$	35,480.00
Local Option Tax:	$	-
State Sales Tax:		
Total Price:	$	35,480.00

Tax Exempt No

Terms:

Delivery Date:

Lee Transport Equipment, Inc.

Accepted By

Date:

By: Greg L Stowers



LOVE CHEVROLET COMPANY

100 PARKRIDGE DR

Columbia, South Carolina 29212

DON LOCKHART LOVE CHEVROLET FLEET 803-513-5905

DLOCKHART@LOVEAUTO.COM

STATE CONTRACT REFERENCE #4400031134

2024 CHEVROLET TAHOE WITH 1 LT PACKAGE 4X4

$69198.00

STERLING GRAY IN EXTERIOR COLOR

PRICE INCLUDES SC IMF FEE AND DMV TEMP TAGS

INCLUDED:

STERLING GRAY EXTERIOR

EBONY LEATHER INTERIOR

5.3L V8 GAS ENGINE

10 SPEED AUTOMATIC TRANSMISSION

FRONT BUCKET SEATS WITH CONSOLE -HEATED

2ND ROW BUCKET SEATING

3RD ROW SPLIT BENCH

TRIZONE CLIMATE CONTROL A/C

POWER WINDOWS,LOCKS AND MIRRORS(POWER FOLDING)

CRUISE CONTROL

REMOTE START

KEYLESS ENTRY WITH PUSH BUTTON START

CARPETED FLOOR COVERING WITH MATS

REAR WINDOW DEFOGGER

14" COLORTOUCH AM/FM STEREO /BLUETOOTH

REAR VISION CAMERA-HD

POWER REAR LIFTGATE

TRAILERING HITCH AND WIRING

POWER TILT AND TELESCOPIC STEERING WHEEL-HEATED

20" MACHINED FACED ALUMINUM WHEELS

20” ALL SEASON TIRES

LUXURY PACKAGE

DEEP TINTED GLASS FOR REAR

SENSOR FOR FORWARD COLLISION ALERT

SENSOR FOR PEDESTRIAN BRAKING

AUTOMATIC EMERGENCY BRAKING

LANE KEEP ASSIST

REAR CROSSS TRAFFIC ALERT

BLACK ASSIST STEPS

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve a Contract to Migrate UKG Workforce & Telestaff Software to UKG Pro Workforce Cloud for Time & Attendance Software as a Service Application, as requested by the Human Resources Department, on March 7, 2024. Award to UKG Kronos Systems, LLC, in the amount of $283,182.30. This vendor is located in Lowell, MA.**

REQUISITION NO.: **R226997**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Program Management Office – Cloud Based Software Solutions (6218950-632170) $20,932.30; Program Management Office – Professional Services (6218950-636600) $257,250.00; and Program Management Office - Computer Equipment/Hardware (6218950 – 627500) $5,000.00. The original budget amount is $283,182.30.**

Sec. 2-204. (7) - 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: Procurement of information technology.

ATTACHMENTS:

- **#a:** Quote_12685_UKG_Pro_WFM_Migration (PDF)
- #b: Quote_212695_WFC_Histrocal_Access (PDF)
- #c: Quote_212901_UKG_Pro_WFM_Migration (PDF)

ORDER FORM

Quote#: Q-212685
Expires: 29 Mar, 2024
Sales Executive: Nikki Kirkpatrick
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 20 Dec, 2023

Customer Legal Name:
CITY OF COLUMBIA

Customer Legal Address:
1737 MAIN ST, COLUMBIA, SC 29201-2819 USA

Bill To: CITY OF COLUMBIA
1737 MAIN ST
COLUMBIA, SC 29201-2819 USA

Ship To: CITY OF COLUMBIA
1737 MAIN ST
COLUMBIA, SC 29201-2819 USA

Bill To Contact:

Ship To Contact: Missy Caughman

Ship to Phone: (803) 545-3201
Ship to Mobile:
Contact: Missy Caughman
Email: missy.caughman@columbiasc.gov

Currency: USD
Customer PO Number:
Solution ID: 6109747
Initial Term: 36 months
Uplift Percent: 4 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: Upon Signature of Order Form
Data Center Location: USA

Subscription Services

Billing Frequency: Annual in Advance

Subscription Services	Quantity	PEPM	Monthly Price
UKG PRO TIMEKEEPING HOURLY	2,650	USD 4.00	USD 10,600.00
UKG PRO ACTIVITIES	50	USD 1.00	USD 50.00
UKG PRO ABSENCE	2,650	USD 1.00	USD 2,650.00

Subscription Services	Quantity	PEPM	Monthly Price
UKG PRO WFM INTEGRATION TO UKG TELESTAFF	1,030	USD 0.00	USD 0.00
Total Price			**USD 13,300.00**

Professional Services - Fixed Fee

Billing Frequency: Billed 100% upon signature of the order form

Professional Services - Fixed Fee	Billing Role	Quantity	Unit Price	Total Price
UKG PRO WORKFORCE MANAGEMENT USER ADOPTION ASSESSMENT	Education Consultant	1	USD 2,400.00	USD 2,400.00
Total Price				**USD 2,400.00**

Professional Services - Bill As You Go Services

Billing Frequency: Billed monthly as delivered

Professional Services - Bill As You Go Services	Billing Role	Quantity	Unit Price	Total Price
TSG Technical Services	Technology Consultant	12	USD 150.00	USD 1,800.00
UKG PRO WFM ONBOARDING SERVICES ENTERPRISE	Solution Consultant	550	USD 150.00	USD 82,500.00
UKG PRO WFM ONBOARDING SERVICES ENTERPRISE	Integration Consultant	395	USD 150.00	USD 59,250.00
UKG PRO WFM ONBOARDING SERVICES ENTERPRISE	Project Manager	312	USD 150.00	USD 46,800.00
UKG PRO WFM ONBOARDING SERVICES ENTERPRISE	Technology Consultant	140	USD 150.00	USD 21,000.00
UKG PRO WORKFORCE MANAGEMENT INTEGRATION BUILD SERVICES	Integration Build Consultant	72	USD 100.00	USD 7,200.00
UKG PRO WORKFORCE MANAGEMENT USER ADOPTION SERVICES	Education Consultant	12	USD 150.00	USD 1,800.00
UKG PRO WORKFORCE MANAGEMENT EDUCATION CONSULTING	Education Consultant	30	USD 150.00	USD 4,500.00
Total Price				**USD 224,850.00**

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 13,300.00

Item	Total Price
Total Fixed Fees	USD 2,400.00

Item	Total Price
Total Bill As You Go Services	USD 224,850.00

Order Notes:

Before including any health related questions in UKG Pro Timekeeping please consult with your legal counsel to ensure you are compliant with applicable privacy laws and regulations.

This order entered into between the Customer and UKG Kronos Systems LLC (formerly known as Kronos Incorporated) is subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019, between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor"), as amended (collectively referred to as the “US Communities Agreement #18220”).

The Statement of Work for City of Columbia attached to this order form is incorporated herein by reference.

The parties agree that Customer is migrating from their existing Workforce Central Software as a Service applications (the “Existing Applications”) to the UKG Pro Workforce Management Software as a Service offering (“Pro WFM”). Customer’s Software as a Service Agreement governing the Existing Applications will continue for up to two payroll cycles within 60 days after migration to Pro WFM, but in no event beyond December 31, 2025. After such period, Customer’s rights to use the Existing Applications will be terminated, unless otherwise noted herein.

Pro WFM Monthly Service Fees shall be invoiced at the Billing Frequency indicated on this Order Form, commencing on the Billing Start Date. As of the Billing Start Date, UKG will credit Customer for any pre-paid but unused Monthly Service Fees for Existing Applications being migrated. Customer may apply credits against any amounts owed to UKG by Customer until such credit is expended. Customer understands that they remain responsible for payment of Monthly Service Fees on the Existing Applications until the Pro WFM Billing Start Date.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF COLUMBIA		UKG Kronos Systems LLC	
Signature:		Signature:	DocuSigned by: Scott Giangrande 69741407C20D419...
Name:		Name:	Scott Giangrande
Title:		Title:	Lead Order Processing Analyst
Date:		Date:	3/6/2024 | 2:54 PM EST

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.

APPROVED AS TO FORM
Legal Department City of Columbia, SC
2/19/2024

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions

ORDER FORM

Quote#: Q-212695
Expires: 29 Mar, 2024
Sales Executive: Nikki Kirkpatrick

Order Type: Quote
Date: 20 Dec, 2023

Bill To Contact:

Bill To: CITY OF COLUMBIA
1737 MAIN ST
COLUMBIA, SC 29201-2819 USA

Solution ID: 6109747

Ship To Contact:

Ship To: CITY OF COLUMBIA
1737 MAIN ST
COLUMBIA, SC 29201-2819 USA

Ship to Phone:
Ship to Mobile:
Contact: Missy Caughman
Email: missy.caughman@columbiasc.gov

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

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add

Order Notes:

This order entered into between the Customer and UKG Kronos Systems LLC (formerly known as Kronos Incorporated) is subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019, between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor"), as amended (collectively referred to as the “US Communities Agreement #18220”).

Software

Item	License/Quantity	Total Price
ON PREMISE HISTORICAL REPORTING - MANAGERS FOR WORKFORCE CENTRAL - PER MANAGER	5	USD 5,000.00
Total Price		**USD 5,000.00**

Quote Summary

Description	Total Price
Grand Total	**USD 5,000.00**

CITY OF COLUMBIA		UKG Kronos Systems LLC	
Signature:		Signature:	DocuSigned by: Scott Giangrande 69741407C20D419...
Name:		Name:	Scott Giangrande
Title:		Title:	Lead Order Processing Analyst
Effective Date:		Effective Date:	3/6/2024 | 2:55 PM EST

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.

APPROVED AS TO FORM
Legal Department City of Columbia, SC
2/19/2024

ORDER FORM

Quote#: Q-212901
Expires: 19 Jan, 2024
Sales Executive: Nikki Kirkpatrick
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 20 Dec, 2023

Customer Legal Name:
CITY OF COLUMBIA

Customer Legal Address:
1800 LAUREL ST, COLUMBIA, SC 29201 USA

Bill To: CITY OF COLUMBIA
1800 LAUREL ST
COLUMBIA, SC 29201 USA

Ship To: CITY OF COLUMBIA
1800 LAUREL ST
COLUMBIA, SC 29201 USA

Bill To Contact:

Ship To Contact:

Ship to Phone:
Ship to Mobile:
Contact: Muriel J Reid
Email: mreid@jacksonms.gov

Currency: USD
Customer PO Number:
Solution ID: 6105391
Term: Co-Term
Uplift Percent: 4 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: October 26, 2024
Data Center Location: USA

Subscription Services

Billing Frequency: Annual in Advance

Subscription Services	Quantity	PEPM	Monthly Price
UKG TELESTAFF CLOUD	1,030	USD 7.41	USD 7,632.30
Total Price			**USD 7,632.30**

One Time Setup Fee
Billing Frequency: Billed 100% upon signature of the order form

Item	Total Price
One Time Setup Fees	**USD 10,000.00**

A La Carte Services
Billing Frequency: Billed 100% upon signature of the order form

Item	Billing Role	Quantity	Unit Price	Total Price
TeleStaff w/Pro Workforce Management - Additional business unit with continuous 24/7 staffing requirements	Grouped	2	USD 10,000.00	USD 20,000.00
Total Price				**USD 20,000.00**

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 7,632.30

Item	Total Price
Total One Time Fees	USD 30,000.00

Order Notes:

By ordering TeleStaff Cloud pursuant to this Order, Customer acknowledges that UKG will transition Customer's use of the existing TeleStaff Applications in the Kronos Private Cloud (KPC) to use of the TeleStaff Cloud Applications in the Google Cloud Platform (GCP). Customer's right to use the existing TeleStaff Applications in KPC will terminate sixty (60) days after go-live of the TeleStaff Cloud Applications set forth on this Order in GCP, but in no event beyond December 31, 2025. UKG TeleStaff Cloud Monthly Service shall be invoiced at the Billing Frequency indicated on this Order Form, commencing on the Billing Start Date. As of the Billing Start Date, UKG will credit any pre-paid but unused TeleStaff Applications in the KPC and apply such credits against any amounts owed to UKG by Customer until such credit is expended. Customer shall pay for the TeleStaff Applications in the KPC fees until the TeleStaff Cloud Billing Start Date.

This Order is entered into between Customer and UKG Kronos Systems LLC (formerly known as Kronos Incorporated), subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019, between the Lead Agency (acting as "Owner") and UKG Kronos Systems LLC (as the "Contractor"), as amended ("Contract #18220"). The TeleStaff Cloud Software Application as listed on this Order as subject to the Sections A and K of Contract #18220).

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF COLUMBIA		UKG Kronos Systems LLC	
Signature:		Signature:	DocuSigned by: Scott Giangrande 09741407C20D419...
Name:		Name:	Scott Giangrande
Title:		Title:	Lead Order Processing Analyst
Date:		Date:	3/6/2024 | 2:53 PM EST

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.

APPROVED AS TO FORM
Legal Department City of Columbia, SC
02/19/2024

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions

Statement of Work for Migration Launch Services for CITY OF COLUMBIA

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the implementation of the Subscription Service(s) in the corresponding Order and is subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between Parties. The scope of services described herein are fime and materials based and subject to the same terms and conditions as the corresponding Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this Statement of Work. In the event of a conflict or discrepancy between the terms in this SOW and the MSA, the MSA shall prevail.

1. Introduction to Launch

UKG's launch methodology provides a framework for how the project will progress during Customer's deployment. The project team follows this framework to transition Customer's applicable functions from the legacy provider(s) to the UKG Subscription Service(s). The launch methodology includes the following phases:

Launch Phase	Description
Welcome	This phase involves four basic elements: UKG's internal readiness and team assignments, Customer preparation, a project team initial kick off meeting, and Subscription Service(s) access.
Requirements	This phase includes discovery interviews with Customer's subject matter experts from different functional areas of the business. Information gathered enables UKG to understand the current system set up, define requirements for the project, and determine the best fit between Customer's business requirements and the UKG Subscription Service(s).
Build	This phase is designed to configure Customer's Subscription Service(s), build interfaces, and, if applicable, migrate employee data from the legacy system(s). This phase also includes unit testing to ensure each iteration delivers a fully configured component of the system.
Test	This phase includes Customer's integration and functional user acceptance testing (UAT) for the applicable Application(s).
Go Live	This phase consists of UKG assisting Customer with the first live processing, the rollout of the Subscription Service(s) and transition to support.

2. Subscription Service(s) in Scope

The following Subscription Services are in scope and will be configured in accordance with the launch methodology and assumptions described in this document.

Subscription Service	Project Type	Go Live Phase
UKG Pro Workforce Management- Timekeeping	Migration	Phase 1
UKG Pro Workforce Management- Accruals	Migration	Phase 1
UKG Pro Absence- Attendance	Migration	Phase 1
UKG Pro Absence- Leave	Migration	Phase 1
UKG Pro Activities	Migration	Phase 1
UKG TeleStaff	Migration	Phase 1

3. Launch Parameters

The following parameters support UKG's launch methodology and provide an additional set of considerations as it applies to the Project, the Subscription Service(s), and Professional Services described in this document.

Launch Item	Guidelines
Project Launch and Go Live Phases	Project Type: • An Enhanced Migration launch assumes existing configuration will be migrated from the legacy system where possible and services to introduce or retool existing workflows or policies during the migration will be included. • Integrations identified in the Professional Services and Subscription Service(s) Assumptions section of the SOW will be built and the launch of any Net New or previously unconfigured Subscription Services, if purchased, will take place in the launch phase identified in the Subscription Service(s) in Scope section of the SOW. Phase 1: • The target duration for the Phase 1 Enhanced Migration launch is expected to be 10 months and assumes a single Go Live event for the Phase 1 Subscription Service(s) and integrations.

Launch Item	Guidelines
	• All Phase 1 launch services end when the agreed upon scope of services is completed or expire 14 months after the Phase 1 project kick-off date, whichever comes first. Additional services, if necessary to complete the Phase 1 launch, will require a separate Service Request.
Timeline and Pricing	• Project timeline and pricing assumes Customer will have established standardized HR, pay, and time policies/practices for employees included within this Order. It is also assumed the services will be delivered as one continuous project. If any necessary Customer information, data, materials, access, cooperation and/or personnel is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly. • Depending upon the preparation and engagement by Customer, there may be opportunities to complete the project in a compressed duration. If, however, Customer's project resources are unprepared or unavailable, the project's duration may need to be extended, increasing the budget required to complete this SOW. • Any stated project duration is for guidance only and expected to be as set out in this SOW based upon UKG's experience with UKG customers and solutions. • Scope changes are subject to review and may impact the project timeline or cost. If additional work beyond the initial scope of this SOW is needed, a separate Service Request will be required.
Customer Tasks and Communication	• Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates. • Customer's project manager is the appointed point of contact for Customer on this project. Customer's project manager will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer.
Travel	• UKG will deliver the scope of this project utilizing a blended approach of on and offsite resources. Onsite visits will be mutually agreed upon. Travel expenses are not included and will be invoiced separately as incurred. • Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.

4. Roles, Responsibilities, and Deliverables

A successful launch assumes Customer participation throughout each phase of the project. Roles and responsibilities for both UKG and Customer are described below along with primary launch deliverables and acceptance criteria.

Launch Phase	UKG	Customer	Deliverables
Welcome			
	• Review Statement of Work (SOW), contract documents and resource assignments with Customer • Facilitate and participate in the kick-off meeting • Assist in defining Customer resources and training plan as part of the project plan • Provide Customer access to the Subscription Service(s) as contracted in the Order	• Validate Statement of Work (SOW), contract documents and resource assignments • Share project goals/success criteria with UKG project team • Participate in the kick-off meeting • Ensure key project resources attend recommended training course(s) throughout implementation	• Statement of Work (SOW) and contract documents reviewed and align with those received with the Order • Resource assignments, training plan, and initial project plan delivered and align with project goals/success criteria shared with UKG project team • Access to the UKG Subscription Service(s) obtained as contracted in the Order
Requirements			
	• Lead requirements workshop(s) to aid Customer in gathering business requirements • Conduct workshops to define testing strategy • Lead and participate in the documentation of project assumptions, risks, and	• Participate in requirements and testing strategy workshops • Gather policy/procedure documentation and business use cases to complete data collection process • Describe expected solution, business process(es), and	• Requirements workshop(s) delivered enabling the data collection process • Testing strategy workshop(s) delivered supporting testing strategy definition • Document detailing project assumptions, risks, and

Launch Phase	UKG	Customer	Deliverables
	configuration needs based on completed requirements and UKG recommended configurations • Create project scope document detailing the results of the requirements phase and provide Customer with a detailed project plan	business rules for all employee groups in scope • Facilitate rapid review, feedback, and signoff on all project documentation as required to meet project deadlines • Participate in the documentation of project assumptions, risks, and configuration needs	configuration needs jointly produced • Updated project plan delivered detailing activities and primary milestones of the project
Build			
	• Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration • Share data mapping process and field specifications with Customer • Configure interfaces as defined in this document • Supply technical support for UKG network infrastructure	• Complete mutually agreed upon Customer configuration tasks and complete unit testing to validate configuration • Provide data translations and field mapping defaults for all required fields • Supply technical support for system integration/data conversion, system networking and any Customer hardware • Review configuration and agree to proceed to Test phase	• Unit testing completed and configuration validated for Subscription Service(s) • Data mapping process and field specifications shared supporting the provisioning of data necessary for required fields • Interfaces are configured and align with those defined in the SOW
Test			
	• Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Resolve Customer-reported defects	• Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Report and retest identified defects	• User Acceptance testing (UAT) completed and Customer's authorization to proceed to Go Live received
Go Live			
	• Provide production support and post-live support for transition to UKG's Support Services team	• Execute manager and end-user training • Validate Subscription Service(s) and mutually agree to proceed with Go Live	• First live date has been achieved

5. Project Team Composition

UKG will provide experienced resources and subject matter experts (SMEs) specializing in specific areas of the launch associated with the Subscription Service(s) purchased. UKG may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the launch or consulting services under the Order. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to Customer information necessary to perform such Professional Services which may include access to Customer's Confidential Information and Customer Data.

UKG Resource	Key Responsibilities
Service Manager	• Act as UKG project sponsor responsible to gain commitment for all project resources
Project Manager	• Serve as primary point of contact responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks • Develop and manage project schedule. Communicate overall project status and provide project reporting. • Serve as initial point of escalation for all project related issues. Identify and develop project risk mitigation plan and coordinate activities needed for resolution.
Integration Consultant	• Create and deliver all in-scope integrations • Work together with Customer and 3rd-party vendors (if applicable) to determine requirements for file automation; initiates and manages the setup of data exchange services
User Adoption Consultant	• Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of change management

UKG Resource	Key Responsibilities
Workforce Management Consultant	• Primary point of contact for workforce management subscription services configuration life cycle per the launch methodology

Customer will provide resources and subject matter experts (SMEs) as described below or as otherwise mutually agreed to in the project plan based upon the Subscription Service(s) purchased.

Customer Resource	Key Responsibilities
Executive Sponsor	• Act as Customer project sponsor responsible to gain commitment for all project resources • Provide executive-level support to the project team • Ensure the needs of the project team are well represented and met by the steering committee
Project Manager/Lead	• Serve as primary point of contact responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks • Communicate overall project status and provide project reporting to Customer steering committee if applicable • Identify and manage project risks and serve as Customer's initial point of escalation for all project related issues and coordinate activities needed for resolution • Channel the team's activities toward Subscription Service(s) configuration and executing the project
Education and Change Management Resource	• Act as Customer's primary resource and designated decision maker for end user training and change management
System Administrator	• Serve as Customer's primary resource(s) for Subscription Service(s) configuration and on-going system support and knowledge
Technical Resource	• Serve as Customer's primary resource(s) for technical issues related to integrations, network, Subscription Service(s) security, and data conversion when applicable
HR Subject Matter Expert	• Customer's primary HR representative and designated decision maker
Workforce Management Subject Matter Expert	• Customer's primary workforce management representative and designated decision maker
Other Subject Matter Experts	• Other subject matter experts, as needed, to act as a primary resource and designated decision maker for their specialty area

6. Professional Services and Subscription Service Assumptions

The following Subscription Service and Professional Service assumptions were used to formulate the Order and this SOW. Apart from Training and User Acceptance Testing (UAT) Support which will be provided throughout the project, services described below will be delivered during Phase 2 only unless specifically identified as Phase 1. Changes to these assumptions may require a separate Service Request resulting in additional costs and delayed timelines.

Professional Training and User Adoption Services	Assumptions
Training	UKG will: • Provide a product learning plan to prepare your project team during the launch via the UKG Community. Specific courses are required during each phase of the launch to minimize the amount of time between training delivery date and real-life system usage. • Provide access to learning resources like job aids and videos for end users, superusers and administrators. • Provide ongoing, post-live access to formal and informal learning for administrators and superusers to keep up to date with releases, quarter/year end and best practices.
User Adoption Assessment Workshop	UKG will: • Conduct one (1) workshop(s) during Phase 1 • Deliver workshop for up to fifteen (15) participants each to evaluate and assess Customer's user adoption needs • Provide access to user adoption action plan, adaptable change management and user training templates
Train the Trainer	UKG will:

Professional Training and User Adoption Services	Assumptions
Consulting Workshop	• Conduct six (6) workshop(s) during Phase 1 • Deliver workshop for up to fifteen (15) participants each focused on user training delivery for manager and employee roles • Provide standard hands-on exercises with the most common tasks for managers • Provide access to editable PowerPoint and participant guide from the Manager Tasks and Outcomes course

Professional Testing Services	Assumptions
User Acceptance Testing (UAT) Support	UKG will: • Provide an overview of the UAT process, including testing tools and the approach to be used for issue management • Supply stock baseline test cases to validate system functionality and provide general guidance to aid Customer in writing and executing test cases specific to their business • Offer consultation and provide issue support during the testing phase • Secure final confirmation from Customer to validate system readiness prior to Go Live

Professional Integration Services	Assumptions
Business Data Automation	UKG will: • Via a set of automated, recurring integrations, provide the ability to keep UKG Dimensions Workforce Management business structure refreshed as the Customer organization changes to support reorganizations, new locations, acquisitions, divestures, etc. • Support the following data elements: Labor Categories; Labor Category Lists; Labor Category Profiles; Organizational Sets; Employee Groups; Business Structure, Employee Data
Flat-File Integration Templates	UKG will deliver the following integration templates in addition to those already included with Subscription Services. These will be delivered via encrypted flat file through a secure FTP site and processed as a scheduled event: • Person Import • Payroll Export • Accrual Payout Export • Sick Bonus Export • Create IAPro Data • Annual_Max_Email • Firehouse Export Data Conversion
UKG Dimensions Activities Integration Package	UKG provides the ability to implement recurring and fully automated integrations to help eliminate costly and time-consuming manual entries as part of the Activities module ongoing configuration. These integrations allow automated setup with an import for your activity definitions and result codes for tracking labor allocation across projects. Included is a file export of activities transaction data for your ERP or Cost accounting system. Integration includes: • Activities Labor Category Import • Activities Definitions Import • Activities Result Codes Import • Activities Transactions Export to ERP
API Integration Templates	UKG will deliver the following API integration templates as part of the Phase 2 launch (API integration templates are delivered via joint API technology layers (UKG and third-party) and processed either as a real-time or scheduled event as indicated): • UKG Pro WFM to UKG TeleStaff Interface

Professional Ancillary Services	Assumptions
UKG Workforce Central Historical Access	UKG will: • Provide historical access setup services with upgrade for read-only reporting purposes for Customer's existing instance of Workforce Central. • Provide hardware recommendations and assist with restoring the UKG database on-premise • Install/Upgrade base Workforce Central applications (if applicable) • Move reports (including custom) to the historical environment o Note: Modules such as Workforce Device Manager, Workforce Integration Manager, custom features, and Single Sign On are excluded from the scope.

Professional Ancillary Services	Assumptions
UKG Telestaff Historical Access Setup Services	UKG will: • Provide hardware recommendations to support the historical system • Assist with restoring the UKG database received from the KPC • Install base UKG Telestaff / Workforce Planner applications to allow viewing employee records for report running purposes. Modules such as UKG Gateway Manager, UKG Workforce Integration Manager, custom features, and Single Sign On will be omitted from the scope. • Applications installed will be the same UKG version and service pack versions as what was installed previously. • Custom Reports will be moved to historical environment Assumptions: • Customer will provide Hardware, Operating System and Microsoft SQL Server to support Historical system per UKG Guidelines. • Customer will request a copy of their KPC database once they have discontinued collecting additional data into that database and decommissioned from the KPC. Customer will have 15 days from termination to retrieve their data. • UKG will perform the application build and touch test of the historical system. • Customer will perform User Acceptance Testing.

Subscription Services	Assumptions
UKG Pro Workforce Management	UKG will configure: • Up to 4 New hourly employee paygroups (e.g., grouping of overtime, shift premiums, holiday zones, etc.) • Up to 5 data collection devices (if applicable) • Up to 4 New accrual polices. UKG Pro Workforce Management becomes the system of record for accruals • Two (2) Standard yes/no attestation workflows
UKG Pro Absence-Attendance	UKG will configure: • Up to four (4) attendance policies. Note that complex attendance business policies may require two (2) or more attendance policies to fully implement. The in-scope policies apply to business policies.
UKG Pro Absence-Leave	UKG will configure: • Federal leave policies • Up to two (2) state leave group(s)
UKG Pro Activities	UKG will: • Deliver up to two (2) results templates • Configure up to four (4) dynamic form types: start, stop, duration, results • Configure up to nine (9) offline form types (offline mobile data transactions are not supported) • Configure the following integrations as applicable: Activities Labor Category import; Activities Definitions import; Activities Results Codes import; Activities Transactions export to ERP or cost accounting system
UKG TeleStaff Fixed Fee Migration	• Installation of (1) PROD and (1) DEV environment • (3) standardized UKG Dimensions-UKG TeleStaff integration design mappings for three institutions • Optimize UKG TeleStaff Design to leverage UKG Dimensions-UKG TeleStaff Integration best practices • System Overview of latest major UKG TeleStaff version • Testing Support for three Institutions • Authentication (SSO/LDAP) • Standard integration with UKG Dimensions • One production cutover aligned with UKG Dimensions cutover • Post Go Live Support for 2 pay periods

7. Service Requests

Requests for changes to this SOW, additional scope, or activities outside of this planned project scope must be submitted to the UKG project manager in writing or in the form of an electronic service request.

The following excluded items are considered out of scope and will require a service request (“Excluded Items”):

- Material changes in the scope or effort
- Material changes in the number or type of deliverables to meet the defined scope of effort
- Changes to the project resource requirements
- Changes to the launch duration

UKG will estimate the time and costs needed to implement the change and its impact on the project's delivery. UKG will perform the requested work once the service request has been completed and signed by Customer. UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve the Purchase of nine (9) Motorola Radios, as requested by the Fleet Services Division for the Columbia Police Department on February 15, 2024. Award to Motorola Inc., using the SC State Contract in the amount of $68,431.23. The vendor is located in Blythewood, SC.**

REQUISITION NO.: **R226831**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Capital Replacement - Radio Equipment (6308972-627800). The original budget amount is $68,431.23.**

CLEAN WATER 2020?: **No**

Sec 2-204. (9) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through state contracts.

ATTACHMENTS:

- **#a:** Motorola Quote (PDF)

MOTOROLA SOLUTIONS

QUOTE-2526633
APX 6500

Billing Address:
COLUMBIA, CITY OF
PO BOX 147
COLUMBIA, SC 29217
US

Shipping Address:
COLUMBIA, CITY OF
2910 COLONIAL DR
COLUMBIA, SC 29201
US

Quote Date:02/14/2024
Expiration Date:05/14/2024
Quote Created By:
Martin Kratz
Sr. Account Manager
Martin.Kratz@
motorolasolutions.com
843-693-2223

End Customer:
COLUMBIA, CITY OF
Anthony Cleckley
ancleckley@columbiasc.net
8035453869

Contract: 19009 - SOUTH CAROLINA, STATE OF-4400021163

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	9	$9,587.92	$7,040.25	$63,362.25
1a	G90AC	ADD: NO MICROPHONE NEEDED APX	9			
1b	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	9			
1c	G72AD	ADD: APX O3 HANDHELD CH	9			
1d	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	9			
1e	GA00580AA	ADD: TDMA OPERATION	9			
1f	G51AU	ENH: SMARTZONE OPERATION APX6500	9			
1g	G67DR	ADD: REMOTE MOUNT O3 APXM	9			
1h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	9			
1i	QA03399AA	ADD: ENHANCED DATA APX	9			

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

QUOTE-2526633
APX 6500

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	G806BL	ENH: ASTRO DIGITAL CAI OP APX	9			
1k	W969BG	ENH: MULTIKEY OPERATION	9			
1l	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	9			
1m	G361AH	ENH: P25 TRUNKING SOFTWARE APX	9			
1n	G831AD	ADD: SPKR 15W WATER RESISTANT	9			
1o	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	9			
1p	QA09113AB	ADD: BASELINE RELEASE SW	9			

Subtotal	$86,291.28
Total Discount Amount	$22,929.03
Estimated Tax	$5,068.98
Grand Total	$68,431.23(USD)

Notes:

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve Contract Amendment #3 for Citywide Security Services, as requested by the Columbia Police Department on March 5, 2024. Award to Allied Universal Security Services in an amount not to exceed $119,673.60. The current term of the contract ends on July 31, 2024. This firm is located in Columbia, SC.**

REQUISITION NO.: **R224222**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Police Administrative Services - Professional Services (1012402-636600). The current budget amount is $2,014,962.23. The budget amount for this amendment is $119,673.60. The total revised budget amount is $2,134,635.83.**

CLEAN WATER 2020?: **No**

FOCUS AREAS: **Innovative & High Quality Municipal Services**

Contract Amendment #3 is requested to provide funding for the addition of security guard services at 811 Washington Street (Judicial Center) and 400 Laurel Street (Aflac Building).

ATTACHMENTS:

- **#a:** Signed Allied Memo (1) (PDF)
- #b: CA#3 Allied Universal Security __ Citywide Security Servi.._ (PDF)
- #c: PO Mod form CA#3 Allied - Citywide Security Services (PDF)

Contract Amendment #3

Citywide Security Services

RFP015-22-23

Allied Universal Security Services

March 12, 2024

Description of Change: Request change in Agreement for Security Services between the City of Columbia (City) and Allied Universal Security Services (Contractor) executed July 19, 2023 (Agreement) to add the following locations for security guard services per the rates attached hereto:

- 811 Washington Street (Judicial Center)
- 400 Laurel Street (Aflac Building)

This amendment also provides funding for these services through to July 31, 2024.

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 (Includes $257,371.00 contingency; Term from August 1, 2023 to July 30, 2024; Purchase Order# P200574):	$1,973,179.83
Contract Amendment #1 (Funding Increase; Purchase Order# P200574):	$33,782.40
Contract Amendment #2 (Funding Increase; Purchase Order# P200574):	$8,000.00
Current Contract Amount:	**$2,014,962.23**
This Contract Amendment #3 (Funding Increase; Purchase Order# P200574):	**$119,673.60**
Revised Contract Amount:	**$2,134,635.83**

This Change is Acceptable:

Name of Firm
Allied Universal Security Services

Thomas H Dodson
Print Name

TH Dodson
Signature

3-15-2024
Date

City of Columbia
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM
Legal Department City of Columbia, SC
3/12/2024

811 Washington Street (Judicial Center)

Position	Bill Rate	Hours Per Week	Week Cost Estimate	20 weeks to July 31, 2024
Armed Security Officer	$25.53	80 HPW	$2,042.40	$40,848.00

400 Laurel Street (Aflac Building)

Position	Bill Rate	Hours Per Week	Week Cost Estimate	20 weeks to July 31, 2024
Unarmed Security Officer	$23.46	168 HPW	$3,941.28	$78,825.60

Total to July 31, 2024: $119,673.60

811 Washington Street (Judicial Center)

Position	Bill Rate	Hours Per Week	Week Cost Estimate	Annual Cost Estimate
Armed Security Officer	$25.53	80 HPW	$2,042.40	$106,204.80

400 Laurel Street (Aflac Building)

Position	Bill Rate	Hours Per Week	Week Cost Estimate	Annual Cost Estimate
Unarmed Security Officer	$23.46	168 HPW	$3,941.28	$204,946.56

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve funding for Body Cameras, Tasers, Fleet Cameras, and Subscription Services, as requested by the Columbia Police Department on February 20, 2024. Award to Axon Enterprise, Inc. using the Sourcewell Cooperative Contract in the amount of $1,435,598.45 for year 2. The current term of the contract ends on December 31, 2028. This vendor is located in Scottsdale, AZ.**

REQUISITION NO.: **R226757**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Police Administration Services - Cloud Based Solution Services (1012402-632170) $1,054,623.27 and US Justice Grants Control - COPS FY22 Tech and Equipment - Cloud Based Solution Services (2659999-9234000022-632170) $380,975.18. The original budget amount is $1,435,598.45 for year 2.**

CLEAN WATER 2020?: **No**

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.

ATTACHMENTS:

- **#a:** Memo Axon Year 2 (PDF)
- #b: P&C Signed PO Mod Axon (PDF)

MEMORANDUM

To: Honorable Daniel J. Rickenmann, Mayor and Members of City Council, Ms. Teresa Wilson, City Manager

From: W.H. Holbrook, Chief of Police

cc:

Date: March 4, 2024

Re: Recommendation for Approval – Year 2 of Axon

The Police Department respectfully requests your review and approval for Year 2 contract renewal of Axon body worn cameras, Tasers, Interview room cameras, and Fleet cameras. This renewal will be funded from General Fund 1012402-632170 and JAG Grant 9234000022-632170.

If you have any questions or concerns, please do not hesitate to contact my office.

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve a new Construction Contract for Project PK006806; Hyatt Park Phase 3 Improvements and Project PK004605; T.S. Martin Park Phase 4 Improvements, as requested by the Parks and Recreation Department on January 16, 2024. Award to Mashburn Construction Company, Inc., in an amount not to exceed $357,500.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date of June 30, 2024. This contractor is located in Columbia, SC.**

REQUISITION NO.: **R226673, R226674**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Community Development Block Grant (CDBG) General Capital Projects - Hyatt Park improvements Phase 3 - Capital Project Costs (4039999-PK006806-658650) $178,650.00 and General Capital Projects - TS Martin Park Improvements Phase 4 - Capital Project Costs (4039999-PK004605-6586500) $178,650.00. The original budget amount is $357,500.00.**

CLEAN WATER 2020?: **No**

This project is awarded under a Noncompetitive Procurement as allowed by 2 CFR 200.320 (c) (5) - After solicitation of a number of sources, competition is determined inadequate.

Base Amount	$325,000.00
Contingency (10%)	$32,500.00
Total Amount	$357,500.00

ATTACHMENTS:

- **#a:** Final.Contract.Mashburn.HyattParkPhase3-TSMartinPhase4 (PDF)
- #b: Memo.Hyatt&T.S. MartinCDBGParkProjects (PDF)
- #b: Memo.Hyatt&T.S. MartinCDBGParkProjects (PDF)

CONTRACT

City of Columbia, South Carolina

Project #: **N/A**

Name of Project: **Hyatt Park Phase 3/TS Martin Park Phase 4 Improvement Projects**

Bid/RFP/RFQu #: **N/A**

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Mashburn Construction Company, Inc.** with legal address and principal place of business at **1820 Sumter Street, Columbia, SC 29201** , 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. **The City of Columbia**

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall begin on a date specified in the Notice to Proceed (NTP) with all work herein contemplated to be completed by June 30, 2024. There will 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 in Exhibit C – Compensation, attached to this Contract, which establishes the contract value shall not exceed **Three Hundred Fifty-Seven Thousand, Five Hundred Thousand Dollars and Zero Cents ($357,500.00)**.

Owner will pay Contractor for performance of the work in accordance with the Contract Documents in current funds at the contract amount agreed upon in Exhibit C – Compensation, attached to this Contract which establishes the contract value shall not exceed **Three Hundred Twenty-Five Thousand Dollars and Zero Cents ($325,000.00)unless written approval is authorized by the City**.

The maximum potential value of the contract includes a City controlled contingency allowance in the amount of **Thirty-Two Thousand, Five Hundred Dollars and Zero Cents ($32,500.00).** This contingency amount is administered, if necessary, at the discretion of the City for optional additional services within the pre-determined Scope of Work for this Contract.

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 based on Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be based on 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 **($0.00)** per day for each calendar day of delay beyond the date set for substantial completion and (**$0.00**) per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

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 This Contract

9.2.2 Performance Bond

9.2.3 Payment Bond

9.2.4 Exhibit A – Scope of Work

9.2.5 Exhibit B – Schedule

9.2.6 Exhibit C – Compensation/Hourly Rates

9.2.7 Exhibit D – BIR for Subcontractors

9.2.8 Exhibit E – Federal Guidelines for Contracting and Federal Labor Standards

9.2.9 Exhibit F – Build America/Buy America Certification

9.2.10 Exhibit G – Davis Bacon Wage Determination

9.2.11 Construction Drawings

ARTICLE 10. TERMINATION.

10.1 Due to Unavailability of Funds - Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. 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, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

10.2 Cause - The Contractor fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency.

10.3 Convenience - 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.

10.4 Force Majeure - Neither the City nor the contractor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the City and the contractor, and without the fault or negligence of either of them.

ARTICLE 11. MISCELLANEOUS.

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.

11.6 All federal terms and conditions apply to this contract – See Exhibit E – *Federal Guidelines for Contracting/Federal Labor Standards.*

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

Contractor	Owner
_____	City of Columbia, SC
BY	BY
_____	_____
	Teresa Wilson, City Manager
	APPROVED AS TO FORM Legal Department City of Columbia, SC 3/5/2024
(CORPORATE SEAL)	
Attest	Attest
_____	_____
Address for giving notices:	Address for giving notices:
_____	Department of Procurements and Contracts
_____	1800 Main Street, 2nd Floor
_____	Columbia, SC 29201
Date: _____	Date: _____

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

EXHIBIT A - SCOPE OF WORK

1. Licenses and Certifications

All Offerors shall be registered with the South Carolina Secretary of State's Office.

The City of Columbia requires every person or business engaged in or intending to engage in any calling, business, occupation or profession, in whole or in part, within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. A valid City of Columbia Business License must be in place prior to issuance of a Notice to Proceed and valid City of Columbia Purchase Order. Business License inquiries, requirements, and application can be accessed at: https://businesslicensing.columbiasc.gov/

2. Project Specific Licenses and Certifications

All Offerors must provide a copy of their South Carolina Contractors License with the bid and shall have the required classification for the scope of work.

The Contractor, an employee of the Contractor, or a Subcontractor for the Contractor shall be a Certified Playground Safety Inspector.

3. Bonding and Liquidated Damages

The following bonding and liquidated damages requirements, as indicated by the box or boxes checked by the City, apply to this solicitation and when applicable are required to be included in any submittal and/or agreement and maintained during the entire term (including any renewals or Additional Supplemental Services):

☒ Payment Bond:

Simultaneously with his delivery of the executed contract, the contractor shall furnish a surety bond or bonds in an amount at least equal to one hundred (100) percent of the amount of the contract price as security for the faithful performance of this contract and for payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract as specified in general specifications included herein. The surety bond, or bonds shall be executed by a company duly authorized to do business in the State of South Carolina and shall carry a minimum A.M Best Company rating of A- or greater. Said surety shall be subject to approval by the Owner's attorney.

☒ Performance Bond:

Simultaneously with his delivery of the executed contract, the contractor shall furnish a surety bond or bonds in an amount at least equal to one hundred (100) percent of the amount of the contract price as security for the faithful performance of this contract and for payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract as specified in general specifications included herein. The surety bond, or bonds shall be executed by a company duly authorized to do business in the State of South Carolina and shall carry a minimum A.M Best Company rating of A- or greater. Said surety shall be subject to approval by the Owner's attorney.

☐ Liquidated Damages:

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the project within the number of consecutive calendar days thereafter as indicated on the Bid Form. Bidder must agree to pay as liquidated damages the sum of $0.00 per day as indicated in the Contract Documents for each consecutive day thereafter that the work remains incomplete.

The Owner reserves the right to accept or reject the qualifications of any bonding company submitted by the Contractor.

4. Special Standards of Responsibility

This work falls under the **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** and contractor shall supply certified payroll documentation. The Davis-Bacon and Related Acts will apply to contractors and subcontractors performing construction, alteration,

or repair with federally funded or assisted contracts $2,000 or more. Under this Act, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The following hyperlink can be utilized for Davis-Bacon general guidance:

https://www.dol.gov/agencies/whd/government-contracts/construction/faq/conformance

See Exhibit – *Davis-Bacon Wage Determination* for prevailing wage rates applied to this project.

This work falls under HUD and CDBG-MIT funding for this project, and **Section 3** requirements apply. Regulation 24 CFR Part 75 (https://www.ecfr.gov/current/title-24/subtitle-A/part-75), formerly regulation 24 CFR Part 135, was released in the fall of 2020 and became effective July 1, 2021. The awarded Contractor shall comply and complete all Davis-Bacon and Section 3 requirements. See Exhibit – *Section 3 Requirements and Reporting*.

The awarded contractor will be required to complete the reporting utilizing the forms provided on the City's CDBG website. See the following hyperlink:

https://communitydevelopment.columbiasc.gov/cdbg/

All certified payroll and Davis-Bacon related labor compliance documentation shall be submitted through the use of an electronic payroll program. LCPtracker is a web based system where each contractor will be provided with log in information and will be able to submit this data to the City and its consultants. General access to LCPtracker will be provided at no cost to the contractor. No additional compensation will be provided to contractors in order to comply with this requirement. No hard copy payroll will be accepted.

This work falls under the Build America, Buy America Act which requires all iron and steel, construction materials, and manufactured products used in federally-funded infrastructure projects are produced in the United States. This requirement, known as the "Buy America Preference" (BAP), is detailed in the Infrastructure Investment and Jobs Act, Pub. L. 117-58 and 2 CFR 184.

5. Project Specific Scope of Work

A. Hyatt Park:
   a. Includes demolition of current concrete seat bleachers and installing new seat wall bleachers.
   b. Contractor is responsible for field staking all construction elements
   c. Score board building demolition
   d. Contractor shall provide shop drawings of all fence design details for review and approval
   e. Design and installation of a new playground
   f. Design shall be provided to the City's Project Manager for review and approval

B. TS Martin Park:
   a. Install baseball fencing at an increased height to allow adult play
   b. Install four (4) new bleachers around baseball fields
   c. Contractor shall provide shop drawings of all fence design details for review and approval

EXHIBIT C - COMPENSATION

TS Martin Park					
Item Number	**Item Description**	**Estimated Quantity**	**Unit of Measure**	**Unit Price**	**Total Price**
1	Fence Height Extension	1	LS	$ 60,000.00	$ 60,000.00
2	Bleachers	1	LS	$ 40,000.00	$ 40,000.00
				Sub Total:	$ 100,000.00
Hyatt Park					
Item Number	**Item Description**	**Estimated Quantity**	**Unit of Measure**	**Unit Price**	**Total Price**
3	Demolition and Seat Wall Bleachers	1	LS	$ 75,000.00	$ 75,000.00
4	Playground Allowance (Design, Equipment, Installation)	1	LS	$ 150,000.00	$ 150,000.00
				Sub Total:	$ 225,000.00
5	Contingency	1	LS		$ 32,500.00
				Grand Total:	$ 357,500.00

Key: LS = Lump Sum

Note: Contractor shall fill in Unit Price only with the exception of the Item 4 Playground Allowance. Total price, Sub Total and Grand Total fields will auto calculate/populate

Note: File shall be named and uploaded as stated in the Mandatory Requirements and Submittal Format Section

Staff Hourly Rates	
Please provide hourly rates for all personnel assigned to the project and for all categories of personnel expected to be assigned to the project	
Staff Member	**Hourly Rate**
Principal	$ 180.00
Project manager	$ 148.00
Superintendent	$ 105.00
Foreman	$ 85.00
Administrative	$ 55.00
Carpenter:	$ 40.00
Assistant Project Manager	$ 125.00
Project Engineer	$ 78.00

Please note any additional categories if not already listed

EXHIBIT - Federal Guidelines for Contracting and Federal Labor Standards

The contractor acknowledges that federal financial assistance will be used to fund the Contract. Contractor will comply will all applicable federal law, regulations, executive orders, and agency policies, procedures, and directives.

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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

1. RELIGIOUS ACTIVITIES - 24 CFR 570.200 (j)

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

2. POLITICAL ACTIVITIES - 24 CFR 570.207

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

a) HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

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

3. OTHER PROGRAM REQUIREMENTS - 24 CFR.600-570.612

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

4. GENERAL-24 CFR 570.600

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

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

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

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

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

7. SECTION 3

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by Housing and Urban Development (HUD) assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very-low income persons.

B. The Parties to this contract agree to comply with HUD 24 CFR Part 75 regulation and City of Columbia Community Development policy and guidelines related to the implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with HUD 24 CFR Part 75 regulation or City of Columbia Community Development requirements.

C. The contractor agrees to include this Section 3 language in every subcontract subject to compliance with HUD 24 CFR Part 75 regulation, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 language, upon a finding that the

subcontractor is in violation of HUD 24 CFR Part 75 regulation or City of Columbia Community Development policy and guidelines. The c will not subcontract with any subcontractor where the contractor has, or could be reasonably expected to have had, notice or knowledge that the subcontractor has been found in violation of HUD 24 CFR Part 75 regulation.

D. Noncompliance with HUD 24 CFR Part 75 regulation or City of Columbia Community Development policy and guidelines may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts at the sole discretion of the City of Columbia Community Development.

For more information:

Housing and Urban Development (HUD) Section 3 Regulation
https://ecfr.federalregister.gov/current/title-24/subtitle-A/part-75#section-75

HUD Section 3 Benchmarks (Section 3 Projects)
https://www.federalregister.gov/documents/2020/09/29/2020-19183/section-3-benchmarks-for-creating-economic-opportunities-for-low--and-very-low-income-persons-and#h-13

8. LABOR STANDARDS & DAVIS BACON ACT - 24 CFR 570.603

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

a) Overtime requirements. No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
c) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
d) Subcontracts. The contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier sub-contractor with the clauses set forth in paragraphs (A) through (D) of this section.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC 3701-3708)

When applicable all contracts awarded by the City in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by the Department of Labor Regulations (29 CFR Part 5) Under 40 USC 3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40.

10. BUILD AMERICA, BUY AMERICA (BABA)

On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub.L.117-58. The Act establishes a domestic content procurement preference, the Buy American Preference (BAP), for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance (FFA) from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy American (BABA) provisions of the Act, 41 U.S.C. 8301 note. The waiver, published March 15, 2023, establishes a phased implementation schedule for application of the BAP to covered materials and HUD programs. The BAP is applicable to iron and steel used in covered CDBG projects, i.e. for projects using funds obligated on or after November 15, 2022.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but not limited to iron, aluminum, steel, cement, and other manufactured products.

For purpose of this clause:
Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
Manufactured projects mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. ENVIRONMENTAL STANDARDS - 24 CFR 570.604

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

12. NATIONAL FLOOD INSURANCE PROGRAM - 24 CFR 570.605

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

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

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

14. EMPLOYMENT AND CONTRACTING OPPORTUNITIES - 24 CFR 570.607

CONTRACTOR shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

15. LEAD-BASED PAINT - 24 CFR 570.608

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

16. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR CONTRACTORS – 24 CFR 570.609

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

The Contractor is subject to non-procurement Debarment and Suspension Regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. pt. 180 (2 C.F.R. §200.212). The Agreement is a covered transaction for the purposes of C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor(s), its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

Execution of the Contract is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C in addition to remedies available to the State of South Carolina Emergency Management Division and the City of Columbia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor shall comply with the requirements of 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000; sub-part C during the duration of the project and throughout the period that may arise from this project. The Contractor further agrees to include a provision requiring such requirements in its lower-tier covered transactions throughout the duration of this contract.

The Contractor shall notify the City, if your firm or sub-contractor(s) becomes suspended or debarred during the course of this project. This Contract may be terminated in accordance with the Termination for Cause provisions contained elsewhere in the contract.

16. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL FU... CFR PART 200

CONTRACTOR shall comply with the requirements and standards of this Super Circular.

17. CONFLICT OF INTEREST - 24 CFR 570.611

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

18. LIMITED ENGLISH PROFICIENCY (LEP)

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

19. DRUG-FREE WORKPLACE

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

20. ANTI-LOBBYING

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

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or
employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

21. AMERICANS WITH DISABILITIES ACT

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

22. ACCESS TO RECORDS

The Contractor shall make available for examination by the City all of its records with respect to all matters covered by this Agreement and shall maintain such records for a period not less than three (3) years after receipt of final payment under the Agreement. In addition, the following access to records requirements apply to the contract:

1. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Agreement that are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the FEMA Administrator or his/her authorized representative(s) access to information pertaining to the work being completed under the Contract/Agreement.

23. CONFIDENTIALITY

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under the Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

24. INTEREST OF CONTRACTOR

The Contractor covenants for himself and on behalf of his employees that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Agreement or which is adverse to the interests of the City of Columbia. The Contractor further covenants that in the performance of the Agreement no person having such interest shall be employed.

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

25. PROGRAM FRAUD AND FALSE OR FRAUDELEND STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The *False Claims Act* (*FCA*), 31 U.S.C. §§ 3729

Under Liability for Certain Acts, in general any person who:

a) knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;
b) knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim;
c) conspires to commit a violation of subparagraph a), b), c), d), e), f), or g);
d) has possession, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property;
e) is authorized to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes or delivers the receipt without completely knowing that the information on the receipt is true;
f) knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or
g) knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government, is liable to the United States Government for a civil penalty of not less than $5,000 and not more than $10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104–410 [1]), plus 3 times the amount of damages which the Government sustains because of the act of that person.

26. CLAIMS AND DISPUTES - 2 CFR 200.318(k)

This contract is subject to Contract Disputes.

- All disputes arising under or relating to this contract shall be resolved under this clause.
- Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this provision.

All claims must comply with the submission and certification requirements of this provision, if it is disputed either as to liability or amount must be acted upon in a reasonable time.

A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 (six) months after accrual of the claim to the Contracting Officer for a written decision.

A claim by the City against the Contractor shall be subject to a written decision by the Contracting Officer. The Contractor shall provide the certification specified below when submitting any claim.

a) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
b) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable; and that I am authorized to certify the claim on behalf of the Contractor."
c) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

For Contractor claims, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request.

The Contracting Officer's decision shall be final unless the Contractor appeals.
If the claim by the Contractor is submitted to the Contracting Officer or a claim by the City is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
The City shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment.

With regard to claims having defective certifications, interest shall be paid from the date a proper certification is provided. Simple interest on claims shall be paid at the rate. Which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the State during the pendency of the claim.

The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

27. DISPUTES

This contract is subject to 41 U.S.C. chapters 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the Claims and Disputes Clause. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

28. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin.

Such action shall include, but not be limited to Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

a) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, or national origin.
b) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
c) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
d) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
e) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
f) The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor.
g) The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

29. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

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

The Contractor agrees to include these requirements in each sub-contract exceeding twenty-five thousand dollars ($25,000.00) financed in whole or in part with federal assistance provided by FEMA.

30. USE OF RECOVERED MATERIALS

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conversation and Recovery Act (2 C.F.R. §200.322). In performance of the Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired.

31. OVERSIGHT - 2CFR 200.318(b)

The City will maintain oversight to ensure the Contractor performs in accordance with terms, conditions and specifications per (2 C.F.R. §200.318(b) (General Procurement Standards) and 44 C.F.R. §13.36 (Procurement).

32. SYSTEM FOR AWARD MANAGEMENT (SAM)

Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete.

Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

33. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

34. RIGHTS TO INVENTIONS

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Federal Labor Standards Provisions

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

Applicability

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

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

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

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

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

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

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

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

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

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

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

Previous editions are obsolete

ref. Handbook 1344.1

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

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

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

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

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT F - BUILD AMERICA, BUY AMERICA ACT (BABAA)

The BABAA contract provision and self-certification are required for contracts and subcontracts for infrastructure projects that are subject to the BABAA requirements unless the requirement is waived. For additional information on types of BABAA waivers, please refer to FEMA's website at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the City of Columbia with each bid or offer for an infrastructure project.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52.

Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the City of Columbia who, in turn, will forward the disclosures to FEMA.

Required Self-Certification: For FEMA financial assistance programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the non-federal entity) each bid or offer for an infrastructure project:

Build America, Buy America Act Contractor's Certification

The undersigned certifies, to the best of their knowledge and belief, that: The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52. The undersigned certifies that for the _____ (Project Name and Location) _____ that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. "The [Contractor or Subcontractor], _____ _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

_____

Signature of [Contractor's or Subcontractor's] Authorized Official

_____

Name and Title of [Contractor's or Subcontractor's] Authorized Official

_____

Date

"General Decision Number: SC20240028 01/05/2024

Superseded General Decision Number: SC20230028

State: South Carolina

Construction Type: Building

County: Richland County in South Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

ELEC0776-002 03/01/2021

	Rates	Fringes
ELECTRICIAN	$ 28.84	8.97+12%

Work more than 40 ft. above the ground on or from swinging scaffolds, boson chairs, or raw structural steel: $1.00 per hour additional.

PLUM0421-005 07/01/2023

	Rates	Fringes
PIPEFITTER	$ 33.96	13.48

SUSC2011-024 08/31/2011

	Rates	Fringes
BRICKLAYER	$ 18.00	0.00
CARPENTER (Drywall Hanging Only)	$ 16.32 **	1.50
CARPENTER, Excludes Drywall Hanging, and Form Work	$ 16.32 **	3.83
CEMENT MASON/CONCRETE FINISHER	$ 15.29 **	0.00
FORM WORKER	$ 13.83 **	4.69
GLAZIER	$ 18.74	0.00
HVAC MECHANIC (HVAC Duct Installation Only)	$ 19.71	1.93
LABORER: Common or General	$ 10.73 **	0.00
LABORER: Landscape	$ 9.45 **	0.49
LABORER: Mason Tender-Brick/Concrete/Cement/Stone	$ 11.00 **	0.00
LABORER: Pipelayer	$ 14.69 **	2.08
OPERATOR: Backhoe/Excavator/Trackhoe	$ 16.81 **	2.67
OPERATOR: Bulldozer	$ 17.07 **	2.65
OPERATOR: Crane	$ 19.39	2.02
OPERATOR: Grader/Blade	$ 17.50	1.78
OPERATOR: Loader	$ 14.18 **	1.99
PAINTER: Brush, Roller and Spray	$ 12.24 **	0.00
PLUMBER	$ 16.86 **	1.02
ROOFER	$ 12.21 **	0.00

TRUCK DRIVER.....$ 14.05 ** 3.18

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for

the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Hyatt Park 3



TS Martin 4


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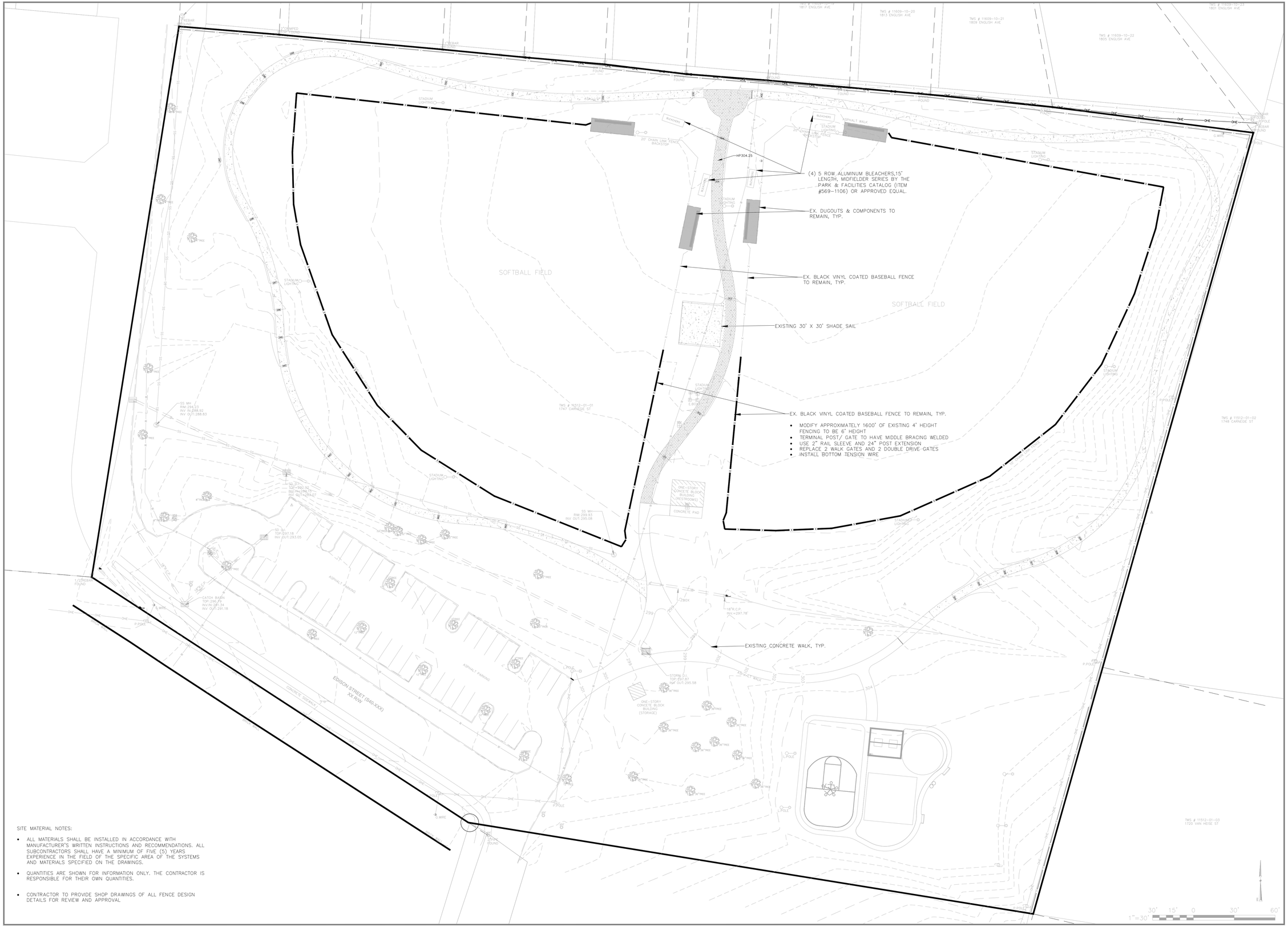


SITE MATERIAL NOTES:

- ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS AND RECOMMENDATIONS. ALL SUBCONTRACTORS SHALL HAVE A MINIMUM OF FIVE (5) YEARS EXPERIENCE IN THE FIELD OF THE SPECIFIC AREA OF THE SYSTEMS AND MATERIALS SPECIFIED ON THE DRAWINGS.
- QUANTITIES ARE SHOWN FOR INFORMATION ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THEIR OWN QUANTITIES.
- CONTRACTOR TO PROVIDE SHOP DRAWINGS OF ALL FENCE DESIGN DETAILS FOR REVIEW AND APPROVAL

CITY OF COLUMBIA

DEPARTMENT OF PARKS & RECREATION
1111 RECREATION DRIVE
COLUMBIA, SOUTH CAROLINA 29203

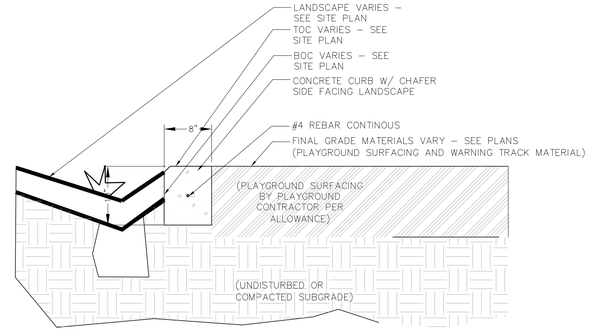
NO	DATE	INITIALS	REVISION DESCRIPTION

PROJECT TITLE:
T.S. MARTIN AMENITIES REVITALIZATION- PHASE 4

SHEET TITLE:
SITE PLAN

DRAWING INFORMATION	
DESIGNED BY:	WTM
DRAWN BY:	WTM
BOOK NO:	
DATE:	01.19.2024
PROJECT NO.	

SHEET NO:
1 OF 1



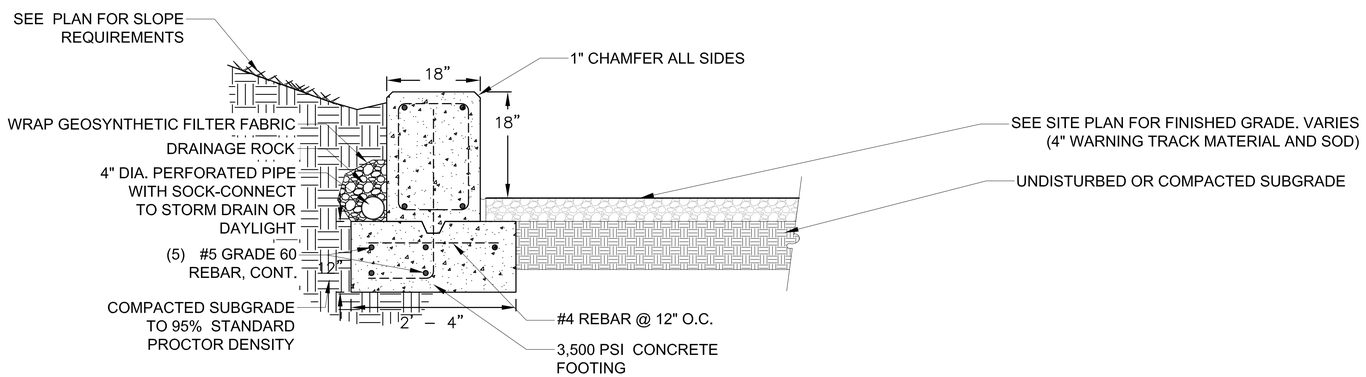
PLAYGROUND FLUSH CURB CONDITION

1–VERTICAL CONCRETE CURB

NOT TO SCALE

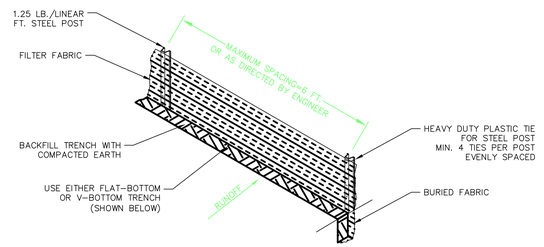
NOTES:

1. WHERE ADJACENT TREATMENT IS CONCRETE, CONTRACTOR SHALL INSTALL 1/2" EXP. JOINT BETWEEN WALL AND PAVEMENT.
2. SEE PLAN FOR TW & BW SPOT ELEVATIONS.
3. SEE LAYOUT SHEET FOR WALL LAYOUT.
4. WALKING SURFACE SHALL NOT EXCEED A 2% CROSS SLOPE.
5. REBARS SHALL BE 1-1/2" CLEAR FROM SIDES AND 2" FROM TOP OF SEAT WALL.
6. SEAT WALL FINISH: ROUGH SAWN WOOD TEXTURED/FORM BOARDS SHALL BE STAGGERED. MATCH FORMLINER USED ON EXISTING WALLS.

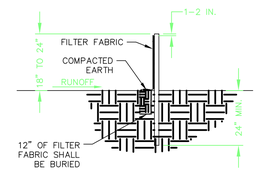


3–18" HT SEATWALL/ RETAINING WALL – POURED IN PLACE CONCRETE

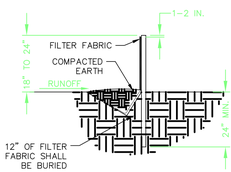
NOT TO SCALE



SILT FENCE INSTALLATION DETAIL



FLAT–BOTTOM TRENCH DETAIL



V–SHAPED TRENCH DETAIL

NOTES:

1. SILT FENCE CHECKS MUST BE LOCATED EVERY 100 FEET MAXIMUM AND AT LOW POINTS ALONG THE FENCE LINE.
2. ONLY STEEL POSTS MAY BE USED. POSTS SHALL BE A MINIMUM OF 5 FEET LONG AND INSTALLED TO A MINIMUM DEPTH OF 24 INCHES WITH NO MORE THAN 3 FEET OF THE POST ABOVE GROUND. STEEL POSTS SHALL WEIGH A MINIMUM OF 1.25 POUNDS PER FOOT AND HAVE PROJECTIONS FOR FASTENING THE FABRIC TO THE POST. AT LEAST 1 TO 2 INCHES OF THE POSTS SHALL EXTEND ABOVE THE TOP OF THE FABRIC. POST SPACING WILL BE A MAXIMUM OF 6 FEET ON CENTER.
3. ATTACHED FABRIC TO STEEL POSTS USING HEAVY DUTY PLASTIC TIES THAT ARE EVENLY SPACED AND PLACED IN A MANNER TO PREVENT SAGGING OR TEARING OF THE FABRIC. IN ALL CASES, TIES SHOULD BE AFFIXED IN NO LESS THAN 4 PLACES

2–STANDARD SILT FENCE DETAIL

NOT TO SCALE

CITY OF COLUMBIA

DEPARTMENT OF PARKS & RECREATION
1111 RECREATION DRIVE
COLUMBIA SOUTH CAROLINA 29209

REVISION NO	DESCRIPTION	DATE	INITIALS

PROJECT TITLE: HYATT PARK REVITALIZATION (PHASE III)

SHEET TITLE: CONSTRUCTION DETAILS

DRAWING INFORMATION	
DESIGNED BY:	WTM
DRAWN BY:	WTM
BOOK NO:	XXXX
DATE:	01/19/2024
PROJECT NO:	XXXXXX

SHEET NO: 2 OF 2

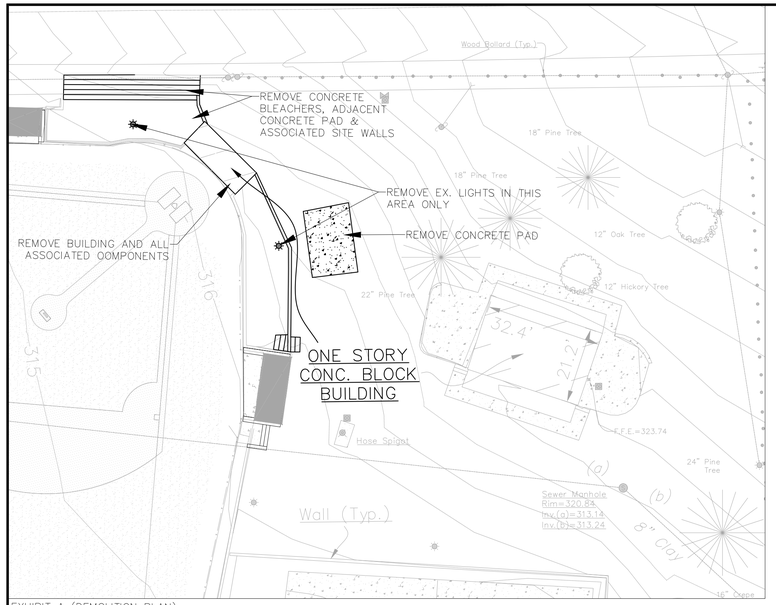


EXHIBIT A (DEMOLITION PLAN)

GENERAL NOTES:

- ALL SITE WORK SHALL COMPLY WITH CURRENT ADA STANDARDS FOR ACCESSIBLE DESIGN. IF THE CONTRACTOR FINDS A CONFLICT BETWEEN THE DRAWINGS AND ADA REQUIREMENTS, CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY OWNERS REPRESENTATIVE.
- THE CONTRACTOR IS RESPONSIBLE FOR FIELD STAKING ALL CONSTRUCTION ELEMENTS.
- SITE MATERIAL NOTES:
- ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS AND RECOMMENDATIONS. ALL SUBCONTRACTORS SHALL HAVE A MINIMUM OF FIVE (5) YEARS EXPERIENCE IN THE FIELD OF THE SPECIFIC AREA OF THE SYSTEMS AND MATERIALS SPECIFIED ON THE DRAWINGS. CONTRACTOR TO SUBMIT MANUFACTURER INFORMATION TO INCLUDE CUT SHEETS AND COLOR SAMPLES TO PROJECT MANAGER FOR REVIEW AND APPROVAL PRIOR TO START OF WORK.
- QUANTITIES ARE SHOWN FOR INFORMATION ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THEIR OWN QUANTITIES.
- CONTRACTOR TO PROVIDE SHOP DRAWINGS OF ALL FENCE DESIGN DETAILS FOR REVIEW AND APPROVAL
- ALL DISTURBED AREA TO RECEIVE TIFTUF BERMUDAGRASS SOD.

1"=20' 20' 10' 0 20' 40'

CITY OF COLUMBIA

DEPARTMENT OF PARKS & RECREATION
1111 RECREATION DRIVE
COLUMBIA SOUTH CAROLINA 29209

REVISION NO.	DESCRIPTION	DATE	INITIALS

PROJECT TITLE: HYATT PARK REVITALIZATION (PHASE III)

SHEET TITLE: SITE PLAN

DRAWING INFORMATION	
DESIGNED BY:	WTM
DRAWN BY:	WTM
BOOK NO:	
DATE:	01/18/24
PROJECT NO:	xxxxxx
SHEET NO:	1 OF 2

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve Contract Amendment #3 for Project SS7568; a Construction Manager At-Risk Project for Saluda River Force Main Extension, as requested by Columbia Water on February 7, 2024. Award to McClam and Associates, Inc. in an amount not to exceed $135,000.00. The current term of the contract ends on July 31, 2024 and this amendment extends the contract base period to June 30, 2025. This firm is located in Little Mountain, SC.**

REQUISITION NO.: **R209914**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Water and Sewer Capital Projects, Saluda River Force Main Extension, Capital Projects Cost (5529999-SS756801-658650). The current budget amount is $11,861,486.01. The budget amount for this amendment is $135,000.00. The total revised budget amount is $11,996,486.01.**

PURPOSE:

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 7% CDBE goal. The overall CDBE participation on the project is 3.11%. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE program. McClam & Associates, Inc. is the prime contractor and will provide construction management services at 97.78% ($132,000.00) of the total amendment amount.

The following subcontractors will provide additional services:

Palmetto Bridge Resources, LLC, located in Charleston, SC will provide assistance with the bridge component of the Guaranteed Maximum Price 2 at 2.22% ($3,000.00) of the amendment amount.

ATTACHMENTS:

- **#a:** Professional Services CA MT Memo SS7568 Saluda FM Extension McClam CA 3 (PDF)

- #b: Recommendation for Approval Memo _ CA#3 McClam SS7568 CMAR Saluda River FM Extension _ (PDF)
- #c: PO Mod SS7568 CMAR Saluda River FM Extension for CA#3 _ McClam (PDF)
- #d: CA#3 McClam SS7568 CMAR Saluda River FM Extension (PDF)

We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: March 19, 2024

Subject: Recommendation for Approval
Amendment No. 3 – McClam & Associates, Inc.
SS7568 – Saluda River Force Main Extension

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Contract Amendment No. 3 with McClam & Associates, Inc. This amendment provides funding for CMAR preconstruction services for the project's second phase, which includes design of a pedestrian bridge anticipated to house the extended force main, a project being undertaken in collaboration with City of West Columbia. The amount of Contract Amendment No. 3 is $135,000.

The purpose of this project is to extend the Saluda River Force Main across the Saluda River and upsize a portion of the gravity sewer downstream of the new force main outfall. During design it was discovered that the City of West Columbia was interested in constructing a pedestrian bridge in the project area and willing to allow the force main to reside on the bridge. McClam & Associates is the CMAR contractor for the project, and they will provide preconstruction consulting services including cost estimating and design reviews. A memorandum of understanding between the City of Columbia and City of West Columbia frames the collaborative agreement. To accommodate the pedestrian bridge design while prioritizing overall schedule the project was split into two phases; this contract amendment includes preconstruction services for the second phase. A time extension is included due to the extent of the additional services.

This Project is a Clean Water 2020 project with Consent Decree clauses with no Liquidated Damages.

If you have questions or concerns, please do not hesitate to contact our office.

Contract Amendment #3

SS7568 Pre-Construction & CMAR Services for Saluda River Force Main Extension

RFP012-20-21-SSL

McClam & Associates Inc.

February 28, 2024

Description of Change: Request change in Agreement for Construction Manager as Constructor between the City of Columbia (City/Owner) and McClam & Associates Inc. (Construction Manager) executed August 18, 2021 (Agreement) to provide funding for additional preconstruction services for GMP 2 and extend the Agreement from August 1, 2024 to June 30, 2025 for the GMP 2 preconstruction services. However, the substantial completion date provided in amendment #2 regarding the GMP 1 construction services remains July 31, 2024, as provided within the project schedule dated February 28, 2024 attached hereto.

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 (Term from September 7, 2021 to September 6, 2022; Purchase Order# P190862):	$120,000.00
Contract Amendment #1 (Time Extension from September 7, 2022 to September 6, 2023; Purchase Order# P190862):	00.00
Contract Amendment #2 (Funding Increase; Time Extension from September 7, 2023 to July 31, 2024; Purchase Order# P190862	$11,741,486.01
Current Contract Amount:	**$11,861,486.01**
This Contract Amendment #3 (Funding Increase; Time Extension from August 1, 2024 to June 30, 2025; Purchase Order# P190862):	**$135,000.00**
Revised Contract Amount:	**$11,996,486.01**

This Change is Acceptable:

Name of Firm
McClam & Associates Inc.

_____
Print Name

_____
Signature

_____
Date

City of Columbia
Office of the City Manager

Teresa Wilson, City Manager____

_____
Signature

_____ _____
Date Witness

APPROVED AS TO FORM
Legal Department City of Columbia, SC

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve a new Professional Services Contract for Project WM4746; Water Treatment Plant Per- and Polyflouroalkyl Substances (PFAS) Professional Services, as requested by Columbia Water on February 22, 2024. Award to Black and Veatch Corporation in an amount not to exceed $185,300.00. The initial term of the agreement will take effect upon issuance of a Notice to Proceed with an end date 36 weeks from commencement and the option to renew for two additional one-year periods. This firm is located in Columbia, SC.**

REQUISITION NO.: **R224216**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Water and Sewer Capital Projects - PFAS Preliminary Professional - Capital Project Costs (5529999-WM474601-658650). The original budget amount is $200,000.00.**

CLEAN WATER 2020?: **No**

There were ten (10) responses to RFQ001-19-20-JAG Major and Minor Water Distribution Systems and Water Treatment Plant Projects, Category IV Water Treatment Plant Projects.

ATTACHMENTS:

- **#a:** Memo.WM4746 PFAS Treatment Evaluations- Prof Services (PDF)
- #b: Final.Contract.Black&Veatch.WM4746WaterTreatmentPlantPFAS (PDF)
- #c: LocationMap.WM4746WaterTreatementPlantPFAS (PDF)
- #a: Memo.WM4746 PFAS Treatment Evaluations- Prof Services (PDF)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method RFQu001-19-20-JAG Major and Minor Water Distribution Systems and Water Treatment Plant Projects, Category IV Water Treatment Plant Projects.

1. **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 Black and Veatch Corporation, (hereinafter referred to as the "Engineer"), to provide engineering study services for the Canal and Lake Murray Water Treatment Plant PFAS treatment evaluation Phase I for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Engineer shall provide the scope of services more fully described in Exhibit A, attached hereto. The Engineer shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES –** The City may require supplemental or additional services of the Engineer or recommended by the Engineer and approved by the City in writing.

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

4. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of thirty-six (36) weeks, with the option to renew or continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

   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. The decision to extend the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

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

6. **COMPENSATION** – (See Exhibit C)

   A. The total compensation to be paid by the City to the Engineer under this Contract shall not exceed One Hundred, Eighty-Five Thousand, Three Hundred Fifty Dollars and No/100 ($185,300.00).

   B. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Engineer must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Engineer, whose signature shall certify that the

information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure
Failure of the Engineer to follow these invoice requirements will result in the delay of payment of the invoice.

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

1. The Engineer is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Engineer has received payment from the City.

2. In addition, all retainage amounts received from the City by the Engineer must be paid by the Engineer to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.

4. The Engineer is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Engineer for subsequent work performed unless and until the Engineer ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Engineers sworn statement that it has complied with the prompt payment requirements. The Engineer must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.
Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.
The City's success in tracking the amount of business received by SBE, MBE and WBE firms (whether as a prime Engineer or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

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

contracting as it relates to meeting affirmative action objectives.

F. Subcontracting Goals
Under this Contract, the subcontracting goals are as follows:

SB Goals	N/A	%
MBE	N/A	%
WBE	N/A	%
LSA	N/A	%

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

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

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

8. **INDEMNIFICATION & INSURANCE**

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

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

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

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

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

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

B. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any Subconsultant of the Engineer commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured.*

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

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

9. **PERMITS & LICENSES**

A. The Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Engineer in performing the services required under this Contract. The Engineer shall be responsible for any costs relating to same.

B. The Engineer shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Contract. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineer s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/Contracts. The City shall obtain the approvals and/or permits identified by the Engineer and pay any costs relating to same.

C. The Engineer shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

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

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

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

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

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

    A. 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, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;

    B. The Engineer fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

    C. Force Majeure;

    D. The City, at its sole option and discretion, has the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;

    E. Upon expiration of the term of this Contract; and

    F. By mutual Contract.
    Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Engineer shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata 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 Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Contract. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

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

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

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

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

Black and Veatch Corporation
Name: Don Franklin
Title: Senior Engineering Manager
Address: 1411 Gervais Street, Suite 125
Columbia, SC 29201
Phone: (803) 413-4537
Email: FranklinDE@bv.com

16. **CONSENT DECREE** - **Non-Applicable**

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

B. In addition to the requirements above, the Engineer shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Engineers possession or control that relate in any manner to the Engineers performance under this Contract ("Preserved Documents"). Upon the Engineers performance of all services required under this Contract, the Engineer shall provide the City with all Preserved Documents. In addition to the requirements above, the Engineer shall provide the City with all Preserved Documents upon termination of this Contract.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Engineer shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Engineer first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Engineer shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Engineers rationale for attributing such delay to a force majeure event. The Engineer shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

D. The Engineer shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Engineer neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Engineer agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Engineer that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Engineers failure to perform pursuant to the Contract.

E. The Engineer shall perform the services pursuant to this Contract using sound Engineering practices as set forth in Paragraph 9 of the Consent Decree.

17. **MISCELLANEOUS**

A. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

B. The Engineer shall be responsible for performance of all services required by this Contract. The Engineer does not act as the City's agent or employee.

C. The Engineer will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Engineer shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Engineer.
The Engineer shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

D. In the event there are any disagreements between the City and the Engineer with regard to any of the requirements, specifications or interpretation of this Contract, the Engineer 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 Contract, if any, shall not be construed against the City.

E. This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Engineer 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 Contract and the performance thereof. The City may seek attorney's fees and the Engineer 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 Engineer.

F. This Contract represents the entire Contract between the City and the Engineer and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract 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 Contract 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 Contract, such modifications will be incorporated only by written amendment signed by both the City and the Engineer.

G. The failure of either the Engineer or the City to insist upon the strict performance of any provision of this Contract 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 Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.

H. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

I. This Contract is subject to City Council approval.

J. The Engineer acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

    1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;

    2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

K. In carrying out the service, the Engineer 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 Engineer 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 Engineer's operations, including, but not limited to the Engineer's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Engineer 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 Engineer shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

L. This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract 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 Engineer under this Contract are matters of public record, but that the Engineer agrees that they shall only be made available to any individual or organization by the City and the Engineer shall not make them available to any individual or organization without the prior written approval of the City.

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

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
3/5/2024

BLACK AND VEATCH CORPORATION

Print: Name/Title	Signature	Date:

(Corporate Seal)

Attest

Signature	Date:

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

EXHIBIT A
SCOPE OF SERVICES
BLACK & VEATCH CORPORATION
CANAL AND LAKE MURRAY WATER TREATMENT PLANTS
PFAS TREATMENT EVALUATION PROJECT PHASE I

Black & Veatch (Engineer) will serve as the City of Columbia's (Owner's) professional engineering representative in those phases of the Project to which this Contract applies and will provide consultation and advice to the Owner during the performance of these services. The Engineer will provide engineering study services for the Canal and Lake Murray Water Treatment Plants PFAS Treatment Evaluation Phase I. The services covered in this document consist of preliminary process analyses. If it is determined that treatment is to be implemented, additional services, such as process piloting, preliminary design, detailed design, and construction phase services, would be negotiated later.

BACKGROUND

Per- and polyfluoroalkyl substances (PFAS) are widely used and long-lasting chemicals, with components that break down very slowly over time. The U.S. Environmental Protection Agency (EPA) has issued a proposed regulation for six PFAS compounds. Table 1 presents the PFAS compounds and their maximum contaminant levels (MCLs) and maximum contaminant level goals (MCLGs) in the proposed rule. Notably, the MCLs for all but one PFAS compound are at or near the practical quantification limit (PQL). The final rule is anticipated to be completed by the end of 2023 with drinking water systems needing to comply by the beginning of 2027.

Table 1. US EPA Proposed PFAS Rule Concentration Limits

PFAS		MCL[1]	MCLG[2]	PQL[3]
PFOA	Perfluorooctanoic acid	4 ppt (ng/L)	0	4 ppt
PFOS	Perfluorooctanoic sulfonate	4 ppt	0	4 ppt
PFHxS	Perfluorohexane sulfonic acid	Hazard Index (HI) of 1.0[4]	Hazard Index (HI) of 1.0[4]	3 ppt
GenX Chemicals	Hexafluoropropylene oxide dimer acid (HFPO-DA) and its ammonium salt			5 ppt
PFNA	Perfluorononanoic acid			4 ppt
PFBS	Perfluorobutanoic acid			3 ppt

1 – MCL – Maximum Contaminant Level
2 – MCLG – Maximum Contaminant Level Goal (unenforceable)
3 – Practical Quantification Limit, the minimum concentration accurately measurable
4 – The HI approach limits the aggregate HI of the four PFAS and any mixture containing one or more of them to an MCL of 1.0. The HI is calculated using a sum of the following PFAS ratios. The denominator is a health-based water concentration (HBWC), defined as a level protective of health effects over a lifetime of exposure. The HBWCs for GenX and PFBS match the lifetime health advisories (LHAs) issued in 2022.

$$HI = [GenX]/[10\ ppt] + [PFBS]/[2000\ ppt] + [PFNA]/[10\ ppt] + [PFHxS]/[9\ ppt]$$

Where: [x] = concentration in water sample in ppt

The City is proactively considering the feasibility and effectiveness of treatment alternatives to ensure compliance with the final PFAS rule. While reverse osmosis and nanofiltration provide excellent PFAS removal, these technologies are often cost prohibitive and disposal of the reject stream can be difficult. Adsorbent contactors that house granular activated carbon (GAC), anion exchange resins (AEX), or other novel adsorbents also offer excellent PFAS removal. However, the optimal adsorbent for a given contaminant and water quality must be developed empirically, typically utilizing either bench-scale and/or pilot-scale testing. Powdered activated carbon (PAC) or powdered ion exchange resins may also be effective for PFAS removal, and performance of each of these can be determined by bench-scale testing.

SCOPE OF SERVICES

Conceptually, the PFAS Evaluation for the City may proceed in three phases:

- Phase I – Bench-scale testing (jar testing) of PAC/powdered ion exchange for both raw water sources (Canal WTP and Lake Murray WTP sources). Bench-scale testing (one set of Rapid Small-Scale Column Tests (RSSCTs)) of candidate adsorbents (GAC/AEX/Fluorosorb) for one raw water source (Canal WTP source).
- Phase II – Additional Rapid Small-Scale Column Tests (RSSCTs) for the second raw water source.
- Phase III – Pilot-Scale testing of the most promising GAC or AEX products or Fluorosorb product identified in Phase I/II.

Design and construction of facilities could potentially proceed after any of the phases depending on the outcome of the evaluations and the final status of the regulations.

This contract is specifically for Phase I of the project. For this Phase I portion of the project, bench-scale testing of PAC and AVANTech powdered ion exchange will be performed to determine the effectiveness of each product for PFAS reduction in both raw water sources. PAC and/or AVANTech could potentially be implemented quickly at either plant and may provide a viable short-term solution. In addition, a Rapid Small-Scale Column Test (RSSCT) on the Canal source will be conducted as an initial screening of adsorbent-based PFAS removal options. While extrapolating RSSCT results to predict the performance of full-scale systems must be done carefully due to limitations in the assumptions regarding media diffusivity and scale-up factors applied, RSSCTs are very useful as a rapid screening method to identify the best performing media for given contaminants and source water quality. GAC or AEX or a novel adsorbent like Fluorosorb would be considered more likely long-term solutions if PFAS treatment is required.

Specific components of the project (Phase I) include:

a. Review of available PFAS data and other pertinent plant data, record drawings, and reports.

b. Conduct bench-scale evaluation of PAC and AVANTech powdered ion exchange products.

c. Conduct bench-scale screening and evaluation of alternative adsorbent media, including two types of GAC, one AEX resin, and the novel adsorbent Fluorosorb.

d. Develop conceptual design and lifecycle costs for PAC/AVANTech and for the most viable GAC/AEX/Fluorosorb alternative.

e. Summarize results in a Technical Memorandum.

Work shall begin upon execution of this Contract, and work under any other phase shall proceed only after the Owner has authorized the Engineer in writing to proceed. Any work requested by Owner that is not included in the items listed below shall be classified as Supplemental Services.

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

Task 100 – PROJCT COORDINATIOON

Task 110. General Project Administration

Engineer will manage the efforts of its project team members by assigning manpower, delegating responsibilities, reviewing work progress, monitoring budget and schedule, and directing the progress of the work. As part of project administration, Engineer will:

a. Participate in project review meetings with the Owner as outlined.

b. Provide progress reports pertinent to the Engineer's scope of services that include a progress summary, invoicing, schedule updates, and subcontractor payments (City of Columbia Form 100) if applicable. Progress reports will be generated as needed related to the progress of the work but no more than once per month.

c. Plan and perform project quality control and quality assurance.

Task 120. Coordination Meetings

Throughout the course of the project, Engineer will maintain regular contact through the Owner's staff. Engineer shall conduct four meetings as indicated in Table 2. Meetings will be a combination of in-person and virtual. Engineer will issue meeting minutes for each meeting. A summary of the primary purpose of each meeting is contained in the following Table 2.

Table 2. Summary of Meetings

MEETING	PURPOSE
Kick-off (In-Person)	Review scope and discuss goals
Protocol Review (Virtual)	Present experimental protocol and finalize approach for both bench-scale PAC/AVANTech testing and RSSCT testing
Testing Review (In-Person)	Present results and identify alternatives (PAC/AVANTech alternative and GAC/AEX/Fluorosorb alternative) to develop into conceptual design and life cycle costs
Conceptual Design Review (In-Person)	Present conceptual design and life cycle costs, gather the City's feedback

TASK 200 – BENCH-SCALE TESTING AND CONCEPTUAL DESIGN

Task 210. General Data Collection

Engineer shall utilize data collected as part of the Engineer's Water Quality Consulting contract and other previous projects as the basis for evaluating the PFAS options, along with any more recent data. This data includes the following:

a. Record drawings and process schematics in an electronic format.

b. Monthly operating report (MOR) data for each facility for the past 5 years in an electronic spreadsheet format.

c. Raw, finished, and intermediate water quality data, as available, including inorganics, TOC, and DOC, for the past 5 years in an electronic spreadsheet format.

d. Available PFAS sampling data, including UCMR 3 and self-performed monitoring in an electronic spreadsheet format.

Task 220. Bench-Scale Testing to Evaluate Powdered Activated Carbon and Powdered Ion Exchange Resin

Through a collaborate effort between the Engineer and Owner's process engineer, Engineer will assist the Owner to conduct bench-scale evaluation (jar testing) of three (3) PAC alternatives and AVANTech powdered ion exchange resin for removal of PFAS compounds at both the Canal and Lake Murray WTPs.

Engineer will provide the following components of this evaluation:

a. Development of an initial list of potential PAC alternatives.

b. Discuss PAC alternatives with PAC suppliers and plant staff to identify final three PAC products for bench-scale testing.

c. Review and comment on Owner's drafted PAC/AVANTech jar testing protocol that presents the testing methodology and PAC products for screening and finalizes the

experimental design. Participate in a virtual jar testing protocol review meeting to discuss protocol and review comments.

d. Provide laboratory analytical testing of samples and deliver results to Owner.

e. Review and provide comments on draft technical memorandum chapter of jar testing results.

Owner will provide the following components of this evaluation:

a. Develop a draft PAC/AVANTech bench-scale testing protocol that presents the testing methodology and PAC products for screening and finalizes the experimental design. Conduct a virtual bench-scale testing protocol review meeting with Engineer and finalize protocol prior to beginning testing.

b. Conduct jar testing (see details below).

c. Provide draft technical memorandum chapter of jar testing results to Engineer for incorporation into overall technical memorandum.

Jar testing will consist of one (1) jar test with six jars at different PAC dosages for each PAC product and for the AVANTech product at three different contact times (one contact time for the Canal water and two contact times for the Lake Murray water) for a total of twelve jar tests. The three different contact times will be confirmed based on hydraulic residence times (HRT) calculations available at the current feed points in the plants and will also consider extended contact time that could be achieved with the addition of a PAC contact facility at the Lake Murray WTP where contact time at the existing feed point is limited. PFAS results will be used to characterize the performance of each PAC product relative to each other and relative to the AVANTech product and also to compare the effect of different contact times on PAC/AVANTech performance at the Lake Murray WTP. In addition to evaluating PFAS reduction, MIB/Geosmin and TOC reduction will also be compared in the bench-scale testing. PAC/AVANTech testing will be performed in either the City's laboratories at the Canal and Lake Murray WTPs or in the Black & Veatch research facility.

Task 230. Bench-Scale Testing to Evaluate Candidate Adsorbents (GAC/AEX/Fluorosorb)

Engineer will conduct bench-scale evaluation (RSSCT testing) of four (4) adsorbent media alternatives for removal of PFAS compounds for one (1) water source (Canal WTP). Components of this evaluation will include:

a. Development of an initial list of potential media alternatives.

b. Perform high-level evaluation of media alternatives to identify candidate media for bench-scale screening.

c. Develop an RSSCT bench-scale testing protocol that presents the testing methodology and candidate media for screening and finalizes the experimental design. Conduct a virtual bench-scale testing protocol review meeting with the Owner and finalize protocol prior to beginning testing. Protocol review meeting for

RSSCT bench testing to be held concurrently with the protocol review meeting for PAC/AVANTech jar testing.

d. Conduct bench-scale testing (see details below).

Testing will consist of one (1) round of rapid small-scale column tests (RSSCTs). Each round of testing will evaluate four alternative adsorbent media: two types of GAC, one AEX resin, and the novel adsorbent Flurosorb. Testing will examine performance of the media on the Canal WTPs existing filter effluent water (prior to post-chemical injection) to simulate installation of adsorbent contactors downstream of the existing filters. Observation of contaminant breakthrough will be used to characterize the performance of each media relative to each other. RSSCT testing will be performed in the Black & Veatch research facility.

This Scope of Services assumes that the Owner will assume responsibility and cost for equipment, piping, and other accessories to transfer filtered water into 55-gallon drums and will also provide a method (loading dock, forklift, etc) to place a pallet of four 55-gallon drums into the vehicle for shipping the drums. Engineer will assist with collection of sample and will coordinate shipping and provide pallet, four drums and drum liners, and cost of shipment of sample water to Black and Veatch's research facility for the PAC/AVANTech (if needed) and the RSSCT bench-scale testing. Engineer's compensation does include laboratory analytical costs associated with bench-scale testing of both PAC and RSSCT. Further information concerning the laboratory analytical tests are provided in Attachment 1 to this Scope of Services.

Following the completion of Tasks 220 and 230, Engineer will conduct a review meeting with Owner to summarize the results of the testing and identify alternatives (PAC/AVANTech alternative and GAC/AEX/Fluorosorb alternative) to develop into conceptual design and life cycle costs. Impacts on solids production and wastewater treatment will be included in the results discussion, specifically as it relates to use of PAC/AVANTech for PFAS treatment.

Task 240. Conceptual Design and Life Cycle Cost Assessment

Engineer will develop a conceptual design and life cycle costs for one PAC/AVANTech alternative and one GAC/IX/Fluorosorb alternative evaluated in the bench-scale testing phase. The alternatives selected for developing the conceptual design and life cycle costs will be selected by the Owner and Engineer.

The conceptual design will include general sizing for the new facilities required for the existing capacity of 84 mgd (Canal WTP) and existing and ultimate future capacity of 75 mgd and 150 mgd, respectively (Lake Murray WTP). The conceptual design will include a site layout, Class 5 Opinion of Probable Construction Cost (OPCC) for the PFAS treatment facility, and life cycle costs.

Engineer to provide Owner initial draft alternative layouts for review prior to conceptual design review meeting.

Task 250. PFAS Evaluation Phase I Technical Memorandum

Engineer will draft a summary technical memorandum (TM) of findings and conduct a review meeting with the Owner to discuss the results of the bench-scale testing and conceptual design

and life cycle cost assessment. Engineer will finalize the TM based on comments from the Owner.

ADDITIONAL SERVICES

The Owner reserves the right to amend this Contract so that Engineer may furnish additional services if specified in the Task Order. For additional services rendered, compensation to the Engineer shall be negotiated with the Owner. No additional services will be performed without written approval from the Owner.

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

1. Pilot-scale testing.
2. Decision model to score and weight alternatives including non-life cycle cost variables.
3. Detailed design of the selected alternative, including site survey and geotechnical borings.
4. Additional meetings, such as with local, state, or federal agencies, to discuss the project beyond the scope identified above.
5. Participation in public meetings or development of public communications materials.
6. Financial funding support, including rate case studies and grant applications.
7. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective after the date of this agreement.
8. Special consultants or independent professional associates required by the Owner.
9. Additions/changes to final work submitted to update or revise original recommendations at the request of the Owner
10. Changes in the general scope, extent, or character of the project, including, but not limited to:
    - Changes in size or complexity.
    - Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Engineer's control.

CITY RESPONSIBILITIES

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

1. All maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the City and which may be useful in the work involved under this Agreement.
2. Access to public and private property when required in performance of the Engineer's services.
3. Manage the performance of other consultants under direct contract to City necessary for the Project. (Coordination and sharing of information with other consultants for the purpose of related Project issues is included in this scope of services and compensation).

Attachment 1

Parameter	Initial Sampling During Collection (at source)	Number of Sample Collection Days - GAC	Samples per collection day	Additional Samples for AEX monitoring	Total No. of Samples (One Round of RSSCT Testing)	No. of Samples (PAC Testing)
pH	1	10	5	5	56	72
TOC	1	4	5	3	24	72
TDS	1	1	1	0	2	2
Alkalinity						
Hardness (carbonate)						
Sulfate	1	4	5	3	24	0
Chloride						
Nitrate - N	1	4	5	3	24	0
Sodium	1	4	5	3	24	0
Iron						
Manganese-Total/Dissolved	1	4	5	3	24	0
Arsenic						
Copper & Lead						
Chloroform	1	4	5	3	24	0
cis-1,2-Dichloroethene						
PCE						
TCE						
Radon	1	4	5	3	24	0
Combined Uranium	1	4	5	3	24	0

Attachment 1

Parameter	Initial Sampling During Collection (at source)	Number of Sample Collection Days - GAC	Samples per collection day	Additional Samples for AEX monitoring	Total No. of Samples (One Round of RSSCT Testing)	No. of Samples (PAC Testing)
Gross Alpha, Excl. Radon & U	1	4	5	3	24	0
Radium-226	1	4	5	3	24	0
Radium-228	1	4	5	3	24	0
PFAS Method 537	1	1	5	0	6	0
PFAS Method 533	1	10	5	15	66	72
PFAS Method 537 FRB	1	1	1	0	2	0
PFAS Method 533 FRB	1	1	1	0	2	4
PFAS Composite 537 or 533	0	1	1	0	1	0
MIB/Geosmin	0	0	0	0	0	72

EXHIBIT B - SCHEDULE FOR COMPLETION OF SERVICES

PROJECT SCHEDULE

The overall project schedule for the bench-scale testing is approximately 36 weeks. Engineer proposes to perform the services as detailed in the Scope of Services per the project schedule below.

Task	Milestone/Meeting	Anticipated Duration
120	Kick-off Meeting	Within two (2) weeks after NTP
210	General Data Collection	Within two (2) weeks after Kick-off Meeting
220	Bench-Scale Testing of PAC and Powdered Ion Exchange Resin	Protocol within six (6) weeks and Protocol Review Meeting within eight (8) weeks after Kick-off Meeting Testing within (8) weeks after Protocol Review Meeting
230	Bench-Scale Testing of Candidate Adsorbents (GAC/AEX/Fluorosorb)	Protocol within six (6) weeks and Protocol Review Meeting within eight (8) weeks after Kick-off Meeting Testing within twelve (12) weeks after Protocol Review Meeting
220/230	Bench-Scale Testing Results Meeting	Within four (4) weeks of completion of bench-scale testing.
240	Conceptual Design and Life Cycle Cost Assessment and Draft PFAS Evaluation Phase I TM	Within six (6) weeks of Bench-Scale Testing Results Meeting
240	Deliver Final TM	Within two (2) weeks of receipt of City comments

EXHIBIT C - COMPENSATION

BLACK & VEATCH CORPORATION
CANAL AND LAKE MURRAY WATER TREATMENT PLANTS
PFAS TREATMENT EVALUATION PROJECT

For the services outlined in Exhibit A of this Task Order, the City agrees to pay the Engineer as follows:

A. For Tasks 100 through 200, a lump sum amount of $185,300.

B. The maximum billed for these services shall not exceed $185,300 as stated above without further authorization from the City. An estimated breakdown of the fee for each task is shown in the following table:

Task Description	Engineer	Analytical Costs	Total
Task 100 - Project Coordination	$11,700	$0	$11,700
Task 210 – General Data Collection	$3,500	$0	$3,500
Task 220 – Bench-Scale Testing of PAC and Powdered Ion Exchange Resin	$10,400	$36,000	$46,400
Task 230 – Bench-Scale Testing of Candidate Adsorbents (GAC/AEX/Fluorosorb)	$43,900	$45,100	$90,500
Task 240 – Conceptual Design and Life Cycle Cost Assessment	$12,900	$0	$12,600
Task 250 - PFAS Evaluation Phase I Technical Memorandum	$20,300	$0	$20,300
Total All Tasks	**$102,700**	**$82,600**	**$185,300**

C. Work on these tasks will begin upon written notification by the City to proceed.

D. Monthly payments shall be made to the Engineer by the City based on the Engineer's statement. The entire amount of each statement shall be due and payable upon receipt by the City.

EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/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) / SAM.gov Unique Entity ID & CAGE # (Required)	City of Columbia Vendor number (Required)	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)
N/A	N/A	N/A	N/A	N/A %	N/A	N/A
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

COMBINED TOTAL SUB AMOUNT $ N/A

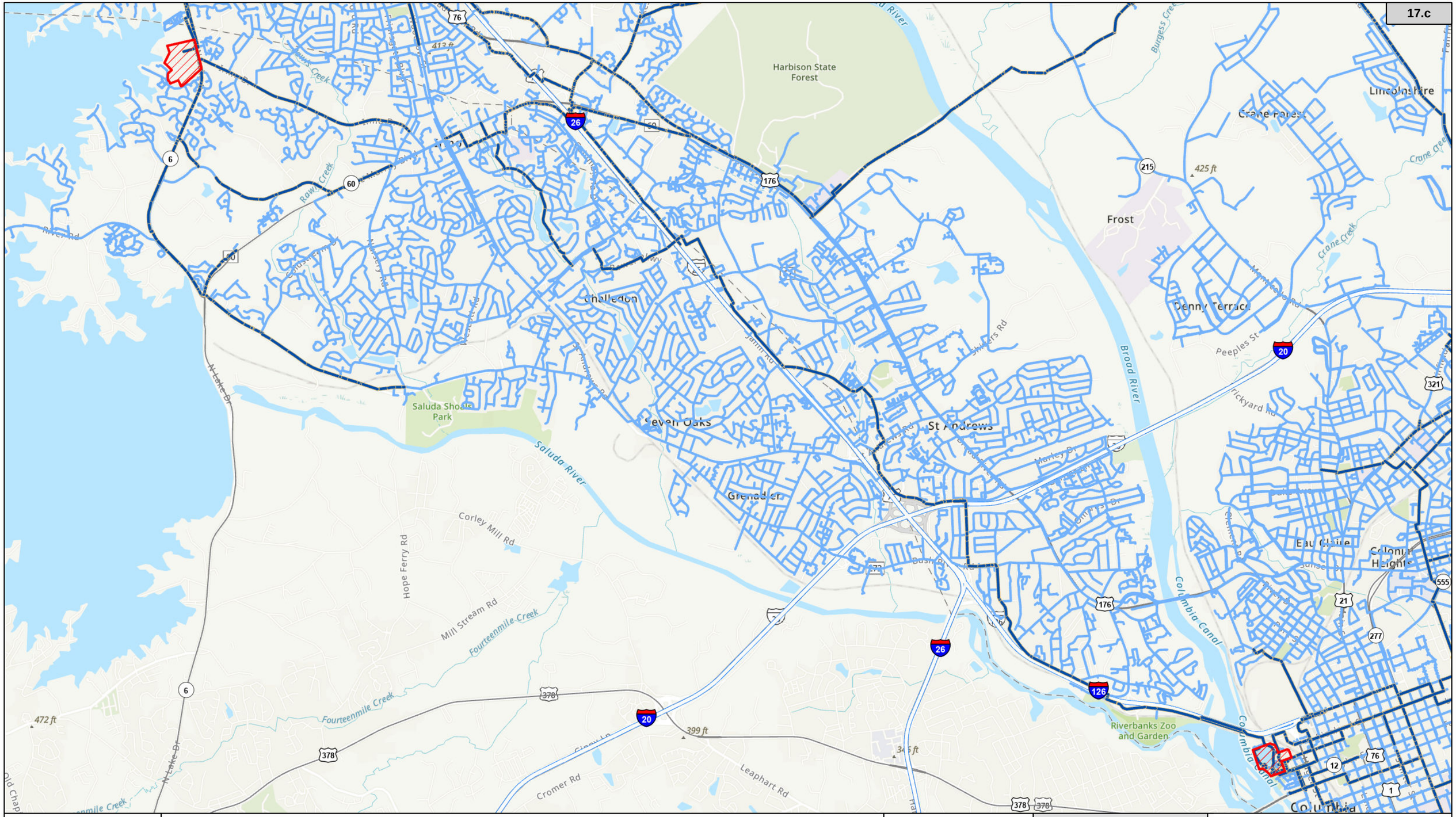
TOTAL CONTRACT AMOUNT: $ 185,300.00

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

Business Name: Black and Veatch Corporation

Representative Name/Title: Don Franklin

Date: 3/4/2024



Columbia Water
Drinking Water • Wastewater • Stormwater

We Are Columbia

MTW: 10/17/2023
CW2020_Master\Production\maps\projectLocation_maps\CIP\WM4754

WM4754

Water Distribution Line (<16")

Water Transmission Line (>=16")

Council Districts

District 1

District 2

District 3

District 4

N

1:49,800

0 3,000 6,000 Feet

WM 4746
Water Treatment Plant PFAS Professional Services

Prepared For: Colu

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve Contract Amendment #10 for Project WM4549; Columbia Canal Embankment Repair Services, as requested by Columbia Water on February 12, 2024. Award to Michael Baker International in an amount not to exceed $200,000.00. The current term of the contract ends on September 18, 2025. This firm is located in Columbia, SC.**

REQUISITION NO.: **R206375**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Water and Sewer Capital Projects - Alternative Raw Water Pump Station/Canal Water Treatment Plant - Capital Project Costs (5529999-WM454901-658650). The current budget amount is $7,382,098.90. The budget amount of this amendment is $200,000.00. The total revised budget amount is $7,582,098.90.**

CLEAN WATER 2020?: **No**

FOCUS AREAS: **Built Infrastructure**

PURPOSE:

Michael Baker International will provide technical consulting services for the design of an alternate raw water supply for the Canal Water Treatment Plant at 80.00% ($160,000.00) of the amendment amount.

Hazen and Sawyer of Columbia, SC will provide engineering services at 20.00% ($40,000.00) of the amendment amount.

Contract Amendment #10 is requested to provide funding for the addition of the following regarding the Alternate/Resilient Water Supply Project, per Work Order Number 4:

- Environmental Assessment Section 106 MOA Stipulated Efforts - Conditions Assessment & Treatment Plan
- Design Revisions

There are no OBO program associated with this FEMA project per federal regulation.

ATTACHMENTS:

- **#a:** Memo_WM4549_Alternate_Water_Supply_MBI_Contract_Amendment 10 (PDF)
- #b: CA#10 Michael Baker DR4241 Columbia Canal Embankment Repair Services WM4549 (PDF)
- #c: MBI Amendment Amount BIR Form - Business Information Record for Subcons.._ (PDF)
- #d: PO Mod 3 MBI Alternate Water Supply (PDF)

Contract Amendment #10
DR4241 Columbia Canal Embankment Repair Services
WM4549

Michael Baker International

March 1, 2024

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Michael Baker International (Engineer) executed August 22, 2016 (Agreement) to provide funding for the addition of the following regarding the Alternate/Resilient Water Supply Project, as per *Work Order Number 4* attached hereto:

- Environmental Assessment Section 106 MOA Stipulated Efforts – Conditions Assessment & Treatment Plan
- Design Revisions

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

Proposed Change and Basis for Payment:

Overview of Amendments

Original Contract Amount: (Term September 19, 2016 to September 18, 2019); Purchase Order P160573	$4,938,139.00
Amendment #1 (No Cost; Administrative Edits)	$0.00
Amendment #2 (No Cost; Administrative Edits)	$0.00
Amendment #3 (No Cost; Amend Term to 5 Years; Term September 19, 2016 to September 18, 2021)	$0.00
Amendment #4 (No Cost; Material Edit to Section K - *Compensation*)	$0.00
Amendment #5 (Utilize Contingency; Scope Add-on for Archeological Survey; and Add New Subcontractor Geoarcheology Research Associates; See Chart Below for Overview of Contingency; *Purchase Orders P162725 Stages A & C and P185693 Stage B)	$0.00
Amendment #6 (Funding Increase & Increase/Utilize Contingency; See Chart Below for Overview of Contingency; Purchase Order P186071)	$1,757,025.00
Amendment #7 (Time Extension September 19, 2021 to September 18, 2025; Revise Scope of Work for Construction of Toe Repairs; Purchase Order P162725)	$0.00
Amendment #8 (Funding Increase; Purchase Order P162725)	$43,121.00
Amendment #9 (Utilize Contingency; Purchase Order P186071)	$0.00
Current Contract Amount w/o Contingency	**$6,738,285.00**
This Amendment #10 (Funding Increase; Purchase Order P186071)	**$200,000.00**
Revised Contract Amount w/o Contingency	**$6,938,285.00**

Overview of Contingency

Contingency Award (10% of Original Award; *Purchase Order P162725 Stages A & C and P185693 Stage B))	$493,813.90
Amendment #5 (Utilize Contingency; Scope Add-on for Archeological Survey; Add Subcontractor; *Purchase Order P162725 Stages A & C and P185693 Stage B)	($188,320.93)
Amendment #6 (Utilize Contingency – *Client Controlled Contingency Funds – May only be utilized with expressed, written approval by the City's Special Projects Administrator*; Purchase Order P186071)	$150,000.00
Amendment #6 (Utilize Contingency; Purchase Order P186071)	($150,000.00)
**This Amendment #9 (Utilize Contingency; Purchase Order P186071)	($295,478.68)
Contingency Amount Remaining	**$10,014.29**

** Purchase Order P162725 is for Stages A & C and P185693 is for Stage B of the project. The amount of $493,813.90 in Contingency was divided between the two aforementioned purchase orders. The amount of $409,005.80 is attributed to P162725 and $84,808.10 to P185693.*

***Contingency funds for Amendment #9 in the amount of $295,478.68 will be reduced from P162725 contingency and placed on P186071 contingency to provide funding for this Amendment #9.*

Contract Amount with Contingency

Current Contract Total W/O Contingency (Award and CA#6, CA#8, & CA#10 Increases in Funding)	$6,938,285.00
Contingency Total (10% of Original Award and Increase in Amendment #6)	$643,813.90
Revised Contract Amount With Contingency	**$7,582,098.90**

This Change is Acceptable:

Name of Firm
Michael Baker International

_____
Print Name

_____
Signature

_____
Date

City of Columbia
Office of the City Manager

Teresa Wilson, City Manager

_____
Signature

_____ _____
Date Witness

APPROVED AS TO FORM
Legal Department City of Columbia, SC
3/5/2024

WORK ORDER FORM FOR ENGINEERING SERVICES
CITY OF COLUMBIA RESILIENT WATER SUPPLY PROJECT
(CONTRACTED AS CCR ALTERNATE WATER SUPPLY)
CIP NUMBER: WM4549

Work Order Number: 4

This work order authorizes the following additional engineering services for Engineering Services between the City of Columbia and Michael Baker International (MBI) dated 9/11/20 (Agreement) for CIP WM4549.

Description of Changes: Addition of the following scope:

Michael Baker International, Inc. (Michael Baker) prepared this additional scope of work to capture the additional scopes of work encountered during the development of the Columbia Resilient Water Supply Project that has expanded from the original contracted design effort.

Task 1: Environmental Assessment Section 106 MOA Stipulated Efforts – Conditions Assessment & Treatment Plan

Task 1-A. Field View and Character-Defining Features Survey

Background Research

Michael Baker International, Inc. (Michael Baker) will review the available documentation to gain historic insights while researching the character-defining features of the existing eight (8) historic resources located within the Columbia Canal Historic District. Documents to review include, but are not limited to the: Cultural Resources Management Plan, Columbia Hydroelectric Project FERC Project No. 1895; Columbia Canal Historic Research and Field Investigations FEMA-4241-DR-SC, Environmental and Historic Preservation; Columbia Canal National Register of Historic Places Inventory—Nomination Form (PH0681725); Columbia Downtown Historic Resource Survey (Richey 2020); City-wide Architectural Survey & Historic Preservation Plan, Columbia, South Carolina (John M. Bryan & Associates 1993); and, the Columbia Embankment Repair Services, Phase 1– Alternatives Assessment, Task 6: Historic Data Report, Volume 1 of 8 (Michael Baker International, Inc. 2017).

In preparation for the field view, Michael Baker will review the documentation, as available, specific to the historic resources within the scope of the conditions assessment and treatment plan. It should be noted that this task will include consultation with the City of Columbia and Columbia Water personnel, regional and local historical societies, local historians, and other informants familiar with the historic resources.

Based on findings in the reviewed documentation and consultations, Michael Baker will develop a list of potential at-risk character-defining features and other previously documented existing conditions concerns.

Field View

Following the review of the previously developed documentation and development of the preliminary list of at-risk features and threats, Michael Baker will develop a survey plan and will survey the existing resources within the Old Water Works Complex, including the: concrete pump station building; the Old Water Works brick pump station building, and the ashlar stone wall on the canal berm; the 1896 Columbia Canal Hydro Plant; the Waste Weir/Overflow Dam complex, including the overflow dam and wooden bridge and two (2) wooden sheltering buildings; and the metal pedestrian bridge.

Surveying of the resources will include documentation of the buildings, structures, objects, landscape, and sites within the complex. Documentation of each feature will include, where appropriate, the completion of field notes, sketches, site plans, and digital photography.

Task 1-B: Prepare Conditions Assessment and Treatment Plan

The conditions assessment and treatment plans will include the landscape features, such as the surrounding plazas, egresses, and fencing in proximity to the Old Waterworks complex and Hydro Plant, and will document the current conditions of the applicable resources. The documentation will:

- Describe the character-defining features (interior, exterior, and site), including identifying the intact features at each resource, which will be keyed to photographs and/or sketches of these features.
- Provide a conditions assessment of each building/structure including, but not limited to, the exterior wall materials, doors, windows, roof/drainage, and the primary/secondary spaces, which will be keyed to photographs and/or sketches of the existing conditions; and,
- Identify potential threats as well as previously executed non-recommended actions that detract from the building's integrity or can lead to deterioration of the building fabric.

Note, no destructive testing will be conducted as a part of the conditions assessment and deficiencies listed will be generally limited to those conditions that are able to be visually observed. Some reference may be made to concealed conditions that are tied to observed conditions; however, as destructive testing will not be done, the concealed conditions are based upon prior experience with similar conditions or educated speculation.

The Treatment Plan will:

- Provide recommendations and guidance for the preservation, restoration or rehabilitation of each building, structure, or feature. Treatment recommendations will be in accordance with the Secretary of Interior's Standards for the Treatment of Historic Properties;
- List prioritized tasks, written recommendations for preservation, rehabilitation, restoration and/or maintenance to keep the resources from further decline;
- The treatment plan will adhere to the Federal Energy Regulatory Commission (FERC) licensing requirements for the Columbia Canal as a functioning critical facility; and
- Will provide recommended phases for the completion of the prioritized tasks to align those tasks with the canal repairs and treatment measures occurring in association with the FEMA Public Assistance-funded Columbia Canal Repair Project (PA-04-SC-4241-PW-00289.1)

Deliverables

- Draft Conditions Assessment and Treatment Plan
- Final Conditions Assessment and Treatment Plan

Cost Assumptions

- Electronic copies of draft report (PDF) and up to five hard copies of the final report.

Task 1-A	$23,250.00
Task 2-B	$76,750.00
Total Additional Request	**$100,000.00**

Task 2: Design Revisions

After completion, submittal and approval of 100% design documents, the following design constraints and site conditions have changed requiring redesign prior to bid issuance:

- Screen footprint reduction – Approach velocities for the intake screens were originally designed at 0.25 feet per second (fps) as an anticipated condition of the National Marine Fisheries Service (NMFS) review of the Environmental Assessment (EA). During EA consultations the design team made the case to increase the approach velocity to 0.5 fps to decrease the screening footprint and maintenance liability for the City due to native velocities in the Broad River at this location. Ultimately NMFS conceded that this proposed revision would have no adverse effect on the fishery and allowed the proposal. The design team can now redesign the submerged screening facility and associated appurtenances to accommodate this revision and reduce project costs.
- Site condition revisions – The construction of the City's cold weather shelter expansion and associated electrical service encroached upon the proposed Calhoun Street access road and proposed drainage for the intake facility.

Screening and piping revisions	$50,000.00
Screening structural revisions	$25,000.00
Roadway and drainage revisions	$25,000.00
Total Additional Request	**$100,000.00**

SUMMARY

Task 1 – Conditions Assessment & Treatment Plan	$100,000.00
Task 2 – Design Revisions	$100,000.00
Total Additional Request	**$200,000.00**

This Change is Acceptable:

By:

Kyle Crager, PE
Senior Associate, Michael Baker International

Recommended for Approval:

Gregory Tucker
Special Projects Manager
City of Columbia

APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSULTANTS/SUBCONTRA

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~~ Amendment Amount	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Hazen & Sawyer 1122 Lady Street Suite 1230 Columbia, South Carolina 29201 DUNS: 064966138 CAGE: 1CRV1	V008247	Engineering	40,000	20%	N/A	N/A

Key: Minority/Women Owned Business Enterprise Association Code

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

COMBINED TOTAL SUB AMOUNT $ 40,000

TOTAL ~~CONTRACT~~ AMOUNT: $ 200,000
Amendment

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

Business Name: - Michael Baker International

Representative Name/Title: Kyle Crager, P.E. Senior Associate

Date: 2/24/2024

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Hazen and Sawyer
Company Name

1122 Lady Street, Suite 1230
Physical Address

Mailing Address

Columbia, SC 29201
City/State Zip Code + 4

803 779-0001
(_____)_____ (____) _____
Phone number Fax number

Bill Orne Troy Maciaszek
Primary Contact Name Secondary Contact Name

borne@hazenandsawyer.com tmaciaszek@hazenandsawyer.com
Primary Contact Email Address Secondary Contact Email Address

13-2904652 V008247
Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

29020
City/State Zip Code + 4

(_____)_____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

_____
Company Name

_____
Physical Address

_____
Mailing Address

_____
City/State Zip Code + 4

(_____)_____ (_____) _____
Phone number Fax number

_____ _____
Primary Contact Name Secondary Contact Name

_____
Primary Contact Email Address Secondary Contact Email Address

_____
Federal ID # Vendor #

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

_____
Company Name

_____
Physical Address

_____
Mailing Address

_____
City/State Zip Code + 4

(_____)_____ (_____) _____
Phone number Fax number

_____ _____
Primary Contact Name Secondary Contact Name

_____
Primary Contact Email Address Secondary Contact Email Address

_____
Federal ID # Vendor #

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

_____
Company Name

_____
Physical Address

_____
Mailing Address

_____
City/State Zip Code + 4

(_____)_____ (_____) _____
Phone number Fax number

_____ _____
Primary Contact Name Secondary Contact Name

_____
Primary Contact Email Address Secondary Contact Email Address

_____
Federal ID # Vendor #

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

_____
Company Name

_____
Physical Address

_____
Mailing Address

_____
City/State Zip Code + 4

(_____)_____ (_____) _____
Phone number Fax number

_____ _____
Primary Contact Name Secondary Contact Name

_____
Primary Contact Email Address Secondary Contact Email Address

_____
Federal ID # Vendor #

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

_____
Company Name

_____
Physical Address

_____
Mailing Address

_____
City/State Zip Code + 4

(_____)_____ (_____) _____
Phone number Fax number

_____ _____
Primary Contact Name Secondary Contact Name

_____
Primary Contact Email Address Secondary Contact Email Address

_____
Federal ID # Vendor #

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

_____
Company Name

_____
Physical Address

_____
Mailing Address

_____
City/State Zip Code + 4

(_____)_____ (_____) _____
Phone number Fax number

_____ _____
Primary Contact Name Secondary Contact Name

_____
Primary Contact Email Address Secondary Contact Email Address

_____
Federal ID # Vendor #

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

_____
Company Name

_____
Physical Address

_____
Mailing Address

_____
City/State Zip Code + 4

(_____)_____ (____) _____
Phone number Fax number

_____ _____
Primary Contact Name Secondary Contact Name

_____
Primary Contact Email Address Secondary Contact Email Address

_____
Federal ID # Vendor #

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve Contract Amendment #3 for Project SS7497; Mill Creek Pump Station Miscellaneous Improvements, as requested by Columbia Water on February 5, 2024. Award to Weston and Sampson Engineers, Inc., in an amount not to exceed $209,500.00. The current term of the contract ends on December 31, 2024 and this amendment extends the contract from January 1, 2025 to June 30, 2026. This firm is located in Columbia, SC.**

REQUISITION NO.: **R204368**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Water and Sewer Capital Projects - Mill Creek Pump Station Miscellaneous Improvements - Capital Project Costs (5529999-SS749701-658650). The current budget amount is $294,115.00. The budget amount for this amendment is $209,500.00. The total revised budget amount is $555,615.00.**

BUSINESS PROGRAM: **Mentor Protege Program**

PURPOSE:

This is a Clean Water 2020 Program project and a Mentor Protégé Program project. Weston and Sampson Engineers, Inc., is the mentor and will provide design, bid documents, bidding, and construction engineering services at 44.35% ($92,922.50) of the amendment amount.

Carper Civil Consulting, a Minority Business Enterprise (W) located in Columbia, SC, is the protégé and will provide permitting services and management of structural design services at 26.91% ($56,377.50) of the amendment amount.

The following subconsultants will provide additional services:

Howard Engineering, a Minority Business Enterprise (W) located in Marietta, GA, will assist with engineering design services at 24.82% ($52,000.00) of the amendment amount.

DWG Consulting Engineers, located in Mount Pleasant, SC, will assist with mechanical engineering design services at 3.92% ($8,200.00) of the amendment amount.

Contract Amendment #3 is requested to extend the agreement to from January 1, 2025 to June 30, 2026 and to provide a detailed design of new pumps, upgrading electrical services, switchgears, new generator, and other miscellaneous. improvements. To be included in this amendment is the assistance in preparing bidding documents, bidding and evaluation of bids, and engineering services during construction.

ATTACHMENTS:

- **#a:** Memo SS7497 Mill Creek PS Misc#3 MT .._ (PDF)
- #b: SS7497 IPA MPP OBO Change Order Form for CA#3_Appoved Feb. 1, 2024 (PDF)
- #c: Po Modification SS7497 (PDF)
- #d: CA#3 SS7497 Mill Creek Pump Station Misc. Improvements Signed (PDF)

OBO MPP Change Order/Amendment
Implementation Plan Addendum

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

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors /Subconsultants Amount	Subcontractors /Subconsultants Percentage
Original Contract:	$294,115.00	$214,115.00	72.80%	$60,000.00	20.40%	$20,000.00	6.80%
CA# 1	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%
CA# 2	$52,000.00	$39,680.00	76.31%	$4,320.00	8.31%	$8,000.00	15.38%
This Change Order, CA#3 (Increase)	$209,500.00	$92,922.50	44.35%	$56,377.50	26.91%	$60,200.00	28.74%
Revised Contract:	**$555,615.00**	**$346,717.50**	**62.40%**	**$120,697.50**	**21.72%**	**$88,200.00**	**15.87%**

MPP Project #/Name: SS7497 Mill Creek PS Miscellaneous Improvements **Change Order #: 03** (Ex: 01, 02)

Change Order/Amendment Amount: $209,500.00

Amendment Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*)**:** ☐ Yes ☒ No

The consultant has completed the evaluation of increasing 5 million gallons/day of pumping capacity (primarily for Pineview Industrial Development) under the contract amendment No. 2. This amendment No. 3 involves the detailed design of new pumps, upgrading electrical services, switchgears, bigger generator, and other misc. improvements at the Mill Creek Pump Station. Consultant will also assist the City in preparing bidding documents, bidding & evaluation of bids, and engineering services during construction. Please see the Cost Change Amendment #3 details for more information.

Change Order/Amendment Type:

1. ☒ **Time Extension – New End Date:** June 30, 2026 (Please sign & return form if no cost)
2. ☒ **Change of Subcontractor: A new subcontractor, DWG Consulting Engineers, has been added (**Please provide reason below for the change, have Mentor and Protégé sign off & return form)

The new pumps require more modifications (suction/discharge piping), and increased heat load that requires re-calculation of air-conditioning (HVAC) design. DWG consulting engineers will be performing these tasks.

3. ☒ **Funding Increase – $209,500.00 (**Please continue on to questions 3 A & B below)
   - **A. Will protégé be performing any work within this change order? ☒ Yes ☐ No (If no, skip to B)**
     - **Amount of Change Order/Amendment to be received by the protégé: $56,377.50**

- **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

In addition to managing one of the sub-consultants, Chao & Associates, Protégé will assist the project in the design of Civil/Site improvements, access road improvements, yard utilities coordination, project management and upkeeping the SharePoint.

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

N/A

4. Revised scope of work

Detailed design of new pumps, upgrading electrical services, switchgears, bigger generator, and other misc. improvements at the Mill Creek Pump Station. Preparing bidding documents, bidding & evaluation of bids, and engineering services during construction is per original contract.

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

EXECUTED by Kipling R. Gearhart (Mentor Firm) this 31 day of Jan 2024.

By: Kipling R. Gearhart, PE Title: Vice President and SC Regional Manager

Firm Name: Weston & Sampson Engineers, Inc.

EXECUTED by Lauren Carper (Protégé Firm) this 1 day of Feb 2024

By: Lauren Carper Title: Principal

Firm Name: Carper Civil Consulting LLC

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase, revised scope of work, and time extension contract amendment. The original project amount was $294,115.00. The original amount received by the protégé was $60,000.00 or 20.40% of the original contract amount. The revised total contract amount is $555,615.00 which includes the current contract amendment for this project. The protégé will receive $120,697.50 or 21.72% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this 1st day of February, 20 24.

By: LaTonya B Germany Title: Program Compliance Specialist

*This information is only required if the amendment is greater than $50,000, and the amendment must be approved by the City Council.

Contract Amendment #3

SS7497 Mill Creek Pump Station Misc. Improvements

RFQ011-16-17

Weston and Sampson Engineers, Inc.

February 7, 2024

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Weston & Sampson Engineers, Inc. (Consultant) executed March 26, 2020 (Agreement) to provide funding for the design of new pumps, upgrading electrical services, switch-gears, new generator, and other miscellaneous improvements. This amendment also extends the Agreement from January 1, 2025 to June 30, 2026 for these 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 (Term from May 14, 2020 to May 13, 2022; Purchase Order# P184154):	$294,115.00
Amendment #1 (Time Extension from May 14, 2022 to June 30, 2024; Purchase Order# P184154):	$00.00
Contract Amendment #2 (Cost Increase/Addition; Time Extension from July 1, 2024 to December 31, 2024; Purchase Order# P184154):	$52,000.00
Current Contract Amount:	**$346,115.00**
Contract Amendment #3 (Cost Increase/Addition; Time Extension from January 1, 2025 to June 30, 2026; Purchase Order# P184154):	**$209,500.00**
Revised Contract Amount:	**$555,615.00**

This Change is Acceptable:

Name of Firm
Weston and Sampson Engineers, Inc.

Robert L. Horner, Regional Director
Print Name

Signature

February 16, 2024
Date

City of Columbia
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM
Legal Department City of Columbia, SC
2/16/2024

January 2024

COST CHANGE AMENDMENT DETAILS

PROJECT NAME: MILL CREEK PUMP STATION MISCELLANEOUS IMPROVEMENTS PROJECT
CIP NUMBER: # SS7497
Amendment 3

I. SCOPE ADDITION/DELETION

Weston & Sampson (the Consultant) delivered 100% signed and stamped documents for the Mill Creek Pump Station Miscellaneous Improvements Project in July 2021. Bidding occurred in June 2022. The City of Columbia (the City) decided not to proceed with awarding the bid that was received. In addition, following discussions with Richland County, the City decided to increase the design pumping capacity of the Mill Creek pump station to 16.2 MGD to accommodate the proposed Pineview Industrial Development as well as other potential future development and growth in the basin. Addendum 2 was issued to the Consultant to prepare a Technical Memorandum to summarize the pump selection to meet the increased design flow and evaluate alternatives to achieve more the new firm pumping capacity on standby power.

In September 2023, the Consultant submitted the Technical Memorandum with the preliminary Flygt pump selections to achieve a design pumping capacity (3 out of 4 pumps running) of 16.2 MGD and recommended alternatives for meeting the design pumping capacity under standby power. This amendment has been requested by the City for the additional engineering design services to revise the previously submitted construction documents to incorporate the larger pumps required to meet the new increased 16.2 MGD firm pumping capacity, the required electrical upgrades associated with the increased pump size, installation of a new 1,250 kW genset with associated switch gear, and improvements to the stations ventilation and HVAC equipment to meet NFPA 820 standards.

This amendment also extends the Agreement from December 31, 2024 to May 31, 2026 for these services through Task 1000 – Project Closeout.

Task 100 –Evaluation and Design Phase Project Management and Administration

110 General Project Administration

During the estimated duration of 11 months for the design through bidding tasks, Consultant will manage the efforts of its project team members and sub-consultants, assign manpower, delegate responsibilities, review work progress, monitor budget and schedule, and otherwise direct the progress of the work. As part of project administration, Consultant will:

- Communicate with the City through a single point of contact, the Consultant's Project Manager.

- Provide monthly schedule updates to the City. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the City for review. The project schedule shall be updated in MS Project and updated project schedule shall be reviewed by the City before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed for the Amendment 3 and shall use the calendar days as outlined in Section III Schedule. All documents provided to the City for review shall be provided electronically in PDF format and loaded to SharePoint.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants meets these procedures prior to issuance of all deliverables.

120 Coordination Meetings

Throughout the project, the Consultant will maintain regular contact with City staff. Coordination meetings will be conducted virtually via Microsoft Teams or a similar online meeting application. This scope includes a kickoff meeting at the beginning of the project and an estimated ten (10) monthly progress meetings thereafter during the execution of Tasks 100 through 700 in this amendment and includes Design Review Meetings that will occur during regularly scheduled monthly progress meetings for the 90% and Final plan and specification deliverables. The Consultant will issue meeting minutes for each meeting.

130 Project Management & Coordination with the CITY

During the estimated duration of 11 months for the design through bidding tasks, the Consultant will use SharePoint, a web-based document storage, sharing, and controls website currently in use by the City, to share and file documentation of project progress, data, invoices, monthly progress reports, monthly schedule updates, monthly work summary spreadsheets, permits, emails, decisions, deliverables, and other applicable design and management documents. All documents should be loaded within seven (7) days to SharePoint. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.

140 Public Outreach

No public outreach efforts shall be required as a part of this scope of services.

150 Mentor-Protégé Program

- Consultant and Protégé Firm will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:
- Consultant will continue the existing Mentor-Protégé Agreement with Carper

Civil Consulting.

- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines".
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend up to four (4) quarterly developmental meeting. The first developmental meeting will be concurrent with project kick-off meeting.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

160 Task 100 Deliverables

- Monthly Progress Reports, Invoices, and Schedule updates
- Agenda and Minutes for Monthly Progress meetings
- Minutes, with City review comments, from the design review meeting that will occur during a regularly scheduled monthly progress meeting
- Quarterly Mentor-Protégé Program Reports

Task 200 - Preliminary Planning, Investigation, Engineering and Alternative Analysis

- No new scope for the Consultant is anticipated in this task.

Task 300 - Survey and Utility Mapping

- No new scope for the Consultant is anticipated in this task. The City of Columbia will provide any updated existing data and GIS of the Pump Station, including any updates since the prior design.
- The City has provided Survey with topography and located onsite utilities as part of the prior design. It is assumed no further survey is required. If further survey is required, it will be provided by the City of Columbia to the Consultant.

Task 400 – Geotechnical Investigation

410 Field Investigation

- It is assumed no further work is required for this task. The City provided geotechnical report prepared in 2009 will be utilized for the design of the foundation of the generator platform/pad to be located in the same general location as the borings completed for report. If the location of the generator changes significantly, the Consultant will re-evaluate the need for additional geotechnical borings. If additional borings are required, additional fees may be required.

Task 500 – Final Design

510 Roadway Coordination (State)

- Consultant will coordinate adjustments to the site plan with the requirements of the SCDOT roadway temporary driveway encroachment permit. Up to two sets of comments by SCDOT will be addressed by the Consultant.

520 Utility Coordination

- It is assumed no further work is required for this task.

530 Project Plans and Specifications

- Consultant will be responsible for preparing and submitting revised plans and specifications to incorporate the following modifications to the original design scope requested by the City:

1) Coordinate with the City's hydraulic modeling consultant to finalize the pump selection recommended in the Technical Memorandum provided with Amendment 2.
2) Locate four new pumps in the drywell along with pump stands as required to meet the new pump station firm capacity of 16.2 MGD.
3) Replacement of the drywell suction and discharge piping with 20-inch ductile iron pipe and appurtenances.
4) Sizing, selection, and selection of location of switchgear, transformers, and VFDs associated with the revised pumping equipment. It is assumed that the new electrical equipment will be located in the existing electrical room and platform. This work will be performed by the electrical engineering sub-consultant, Howard Engineering.
5) Existing pump control panel will be upgraded in place. The existing PLC cabinet will be re-used and a new backpanel will be furnished with an Allen-Bradley 5380 processor. A new door will be provided that will include a new Allen-Bradley Panelview Plus 2711P operator interface. The PLC I/O will be modified to accept new data points to include communications with the new VFDs and pump protection panel. This work will be performed by the electrical engineering sub-consultant, Howard Engineering.
6) Demolition plans of the removal of the existing generator and associated equipment in the Generator Building.
7) The HVAC system for the upper level of the pump station building designed under the original contract scope will reevaluated to confirm that it is appropriately sized for the electrical equipment to be located in the upper level of the pump station building. If required, the design will be modified to accommodate the revised heat loads.

This work will be performed by the mechanical engineering sub-consultant, DWG Consulting Engineers.

8) Installation of a 1,250 kW diesel genset and associated switchgear. Genset will be provided with an enclosure. Genset will be located in the pump station yard. It is understood that the proposed genset is too large to fit in the space in the existing Generator Building. This work will be performed by the electrical engineering sub-consultant, Howard Engineering.

9) Elevated pad or platform for diesel genset. Elevation will be dictated by the base flood elevation. It is assumed that the platform previously designed for the bypass pumps will be utilized for personnel access for the new genset which will be set on an independent concrete pad. The platform will also include space for the automatic transfer switch and main pump station breaker which will be set under a canopy. This work will be performed by Chao Associates, who is the structural sub-consultant to the Protégé Carper Civil Construction.

10) Elevated pad or platform for transformer. Elevation will be dictated by the base flood elevation. This work will be performed by Chao Associates, who is the structural sub-consultant to the Protégé Carper Civil Construction.

11) Civil work as needed to provide grading and access for the new equipment (generator and transformer). Civil work will be limited to the west side of the pump station yard.

12) If required by pipe layout, a drywell hoist for check valve maintenance will be provided. It is understood that the existing hoist design will not be suitable for the revised piping layout. This work will be performed by Chao Associates, who is the structural sub-consultant to the Protégé Carper Civil Construction.

13) Desktop ANSI/Hydraulic Institute 9.8 (American National Standard for Pump Intake Design) evaluation of pump station with larger pumps and incorporate any nonstructural modifications or retrofits to reduce hydraulic phenomena that may be detrimental to the performance of the pumps.

14) Investigate increasing two of the four pump hatches to accommodate larger pumps. If it is not structurally feasible to enlarge the hatches, this work will not be included in the design documents. This work will be performed by Chao Associates, who is the structural sub-consultant to the Protégé Carper Civil Construction.

15) Modify existing ventilation system to bring the pump station into NFPA 820 standards compliance. This is limited to the following work: replace the existing exhaust fan with a new fan of spark-resistant construction. A supply fan would also be added to supply the necessary ventilation air. A control panel with alarms would be provided to alert personnel of ventilation failure. Smoke detectors

would be installed in the ductwork to alarm in the presence of smoke within the ventilation system. This system would be remotely monitored by the plant SCADA system. This work will be performed by the mechanical engineering sub-consultant, DWG Consulting Engineers.

- Consultant will be responsible for the submittal of plans and specifications for 90 percent and Final Bid Set.

550 Opinion of Probable Construction Cost and Schedule

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

560 Design Reviews

- Consultant will provide the City with copies of the revised plans and specifications for the Project for review and approval at the ninety (90%) percent and Final (100%) completion milestones. Consultant will meet with the City during these milestones (coinciding with the monthly progress meetings) to discuss the project and obtain input from the Client. Documentation of the completed reviews will be provided to the City by the Consultant. Following each milestone review, Consultant will make revisions based on one round of review comments by The City. Additional rounds of comments will require additional fees.
- The Final (100%) plans and specifications will be signed and stamped. An additional bid set will not be provided.
- Full Internal QA/QC Review will be performed at 90%.

570 Task 500 Deliverables

- The 90% Completion Milestone Design Submittal (plans, specifications, OPCC, opinion of construction schedule).
- The Final Bid Documents Submittal (plans (signed and stamped), specifications (signed and stamped), OPCC, opinion of construction schedule).

Task 600 – Permits & Property

610 Permits

- SCDHEC Wastewater Construction Permit: Upon the City's approval of the 90 percent plans and specifications, the Consultant will a prepare and submit a revision application for the previously permitted plans and specifications. Consultant will address one round of comments from SCDHEC. If additional comments occur, additional fees may be required.

- Stormwater Permit: Upon the City's approval of the ninety (90%) percent completion drawings, the Consultant will prepare a revision application for the previously

permitted plans for submittal and approval by Richland County and SCDHEC. The Consultant will address one round of comments from Richland County. If additional comments occur, additional fees may be required.

- Driveway Encroachment Permit: Upon approval by the City of the ninety (90%) percent completion documents, the Consultant will submit for review and approval a revision for the previously approved Encroachment Permit by the SCDOT. The Consultant will address one round of comments from SCDOT. If additional comments occur, additional fees may be required.
- Only the permits listed above are included in the scope of work. If other permits are required, additional fees may be required.
- Permit application fees up to $500 will be paid by the Consultant. If additional fees are required, the Consultant will request that the City provide the additional funds.

Task 700 – Bidding and Award

710 Bidding Assistance for Revised Design

- The Consultant shall provide services during the bidding phase to include leading a pre-bid conference, providing technical interpretation of the bid documents, preparing addenda, attending the bid opening, evaluating the bids and making a recommendation to award, and preparing Contract Documents for signature. The electrical, mechanical, and structural sub-consultants will respond to bidder questions associated with their associated disciplines.
- The Consultant will perform reference checks for up to two contractors, up to three reference checks per contractor.
- Conformed documents incorporating all addenda items issued are also the responsibility of the Consultant.
- It is assumed that the duration of the Bid Period will be six weeks and that the City will distribute the bid packages. An additional two months is assumed from selection of the Contractor to the issuance of the Notice to Proceed.
- It is assumed that the pre-bid conference will be in person at the pump station site. It is assumed that the bid opening will be virtual.

720 Award Recommendation

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

Task 800 Engineering Services During Construction

Tasks 810 through 850 will be as stated in the original agreement.

II. COMPENSATION

The following changes to the initial SS7497 contract are recommended for this proposed amendment:

- Task 100 – Evaluation and Design Phase Administration-**Add $20,500.00**
- Task 200 – Preliminary Planning, Investigation and Feasibility Study-No Change
- Task 300 – Survey and Utility Mapping-No Change
- Task 400 – Geotechnical Investigation-No Change
- Task 500 – Final Design-**Add $174,900.00**
- Task 600 – Permits and Property-**Add $3,600.00**
- Task 700 – Bidding and Award-**Add $10,500.00**
- Task 800 - Engineering Services During Construction-No Change
- Task 900 – Not Included
- Task 1000 – Project Closeout-No Change
- Task 1100 – Additional Services-No Change

The new contract values based on the above recommended changes are presented in the table below:

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation and Design Phase Administration	$18,990	$9,500	$20,500	$48,990 (LS)
Task 200	Preliminary Planning, Investigation, Engineering and Feasibility Study	$34,305	$42,500	-	$76,805 (LS)
Task 300	Survey and Utility Mapping	$4,135	-	-	$4,135 (LS)
Task 400	Geotechnical Investigation	$2,750	-	-	$2,750 (LS)
Task 500	Final Design	$121,540	-	$174,900	$296,440 (LS)
Task 600	Permits and Property	$5,920	-	$3,600	$9,520 (LS)
Task 700	Bidding and Award	$14,670	-	$10,500	$25,170 (LS)
Task 800	Engineering Services During Construction	$48,090	-	-	$48,090 (LS)
Task 900	Not Included	-	-	-	-

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 1000	Project Closeout	$13,715	-	-	$13,715 (LS)
Task 1100	Additional Services	$30,000	-	-	$30,000 (HR)
Total Fee		**$294,115**	**$52,000**	**$209,500**	**$555,615**

III. SCHEDULE

Revised Tasks 100 through 1000 are estimated to be completed 28 months from notice to proceed. See the attached schedule, which assumes the noted meeting sequence and City review periods.

IV. SUBCONSULTANT FIRM INFORMATION

The original contract included Carper Civil Consultants as a Protégé Firm and Chao & Associates as a sub-consultant Firm to the Protege, for a Protégé percentage of 20.4%. Howard Engineering was included as a subconsultant at 6.8% of the Contract, for a total combined Protégé/Sub-consultant fee of 27.2%. With this amendment a new mechanical engineering sub-consultant, DWG Consultant Engineers, has been added. DWG and Howard are both direct sub-consultants to Weston & Sampson. The updated Protégé and sub-consultant percentages and amounts are listed in the table below for the original contract and each contract amendment, as well as the updated total. This amendment along with the previous amendment have increased the Protégé participation from the original contract from 20.4% to 21.7%.

	Total Contract Amount	Carper Civil Consulting Amount (*Protégé*)	% of Contract Amount	Chao * Associates Amount (*Sub-consultant*)*	% of Contract Amount	Howard Engineering Amount (*Sub-consultant*)	% of Contract Amount	DWG Consulting Engineers (Sub-consultant	% of Contract Amount
Original Contract	$294,115.00	$60,000.00	20.4%	$25,000.00	8.5%	$20,000.00	6.8%	-	-
CA#1**	-	-	-	-	-	-	-	-	-
CA#2	$52,000.00	$4,320.00	8.3%	-	-	$8,000.00	15.4%	-	-
CA#3	$209,500.00	$56,377.50	26.9%	$30,500.00	14.6%	$52,000.00	24.8%	$8,200.00	3.9%
New Total Contract Amount	$555,615.00	$120,697.50	21.7%	$55,500.00	10.0%	$80,000.00	14.4%	$8,200.00	1.5%

*Chao & Associates is a subconsultant to the Protégé; Chao contract amounts are included in the Protégé contract amounts.

**CA1 was a no cost time extension.

V. ASSUMPTIONS AND EXCLUSIONS:

- The pumps selected and presented in the Addendum 2 Technical Memorandum will be confirmed the City's hydraulic modeling consultant who will also perform any additional modeling required if revisions to the pumps previously selected are required.
- Desired flows/pumping capacities were provided by the City during a previous phase of work. No present or future flow calculations will be performed under this scope of work. If the desired flows/pumping capacities are changed, additional fees will be required.
- No preliminary design report/engineering report or similar basis of design narrative report document will be developed under this scope of services.
- No additional design phase site visits are anticipated. If the City requests additional site visits, additional fees may be required.
- All deliverables will be provided in electronic format. Hard copies of deliverables or other documents are not included in this scope of work.
- The City of Columbia/Clean Water2020 will issue a single set of assembled comments only on each design deliverable. Addressing additional comments (for example, after comments are addressed on the Final (100%) documents) are excluded from this scope of work.
- It is understood that permanent yard bypass pumps are no longer required. Any and all work involving yard bypass pumps is excluded from this scope of work.
- It is assumed that bypass pumping will be required as part of the revised scope of the pump station upgrade construction. The Consultant will prepare a suggested layout for the bypass piping and the pumping capacity for the bypass pumps based on the information available during design to be included with the construction documents. However, the contractor will be required to evaluate and provide the final bypass design as a submittal to be reviewed and approved during construction.
- As stated in the Addendum 2 Technical Memorandum, the single pump operating scenario will require controls to limit operations to certain speeds and wet well levels due to the pump NPSH requirements. This will be coordinated with the City's hydraulic modeling consultant.
- A seal water system is not expected and is excluded from this scope of work.
- Equipment unit costs reported in the OPCCs for items such as pumps, generator, VFDs will be based on information provided by vendors. Additional confirmatory work for prices will not be performed.
- It is understood that the City has elected to defer replacement of the segments of 24 inch discharge force main in the drywell and pump station yard to a future project.
- It is understood that the proposed pumps are larger than the existing pumps and will protrude through the existing openings in the drywell ceiling into the second level. This will be evaluated and any modifications will be incorporated into the design.
- An alternative to operate the pump station on standby power has been selected (the new 1250 kW genset) has been selected. No further options to operate the pump station on standby power will be evaluated.
- Revisions to the generator building will be as stated in this scope of work (existing generator demo plans and provisions required for relocating the new transfer switch and main breaker to the new generator platform). No other modifications or recommendations for modifications to the building are included in this scope.

- It is understood that the existing hoist in the upper level of the pump station building has a load limit of 3 tons per existing signage. The proposed pumps have a unit weight of about 4900 lbs and no modifications to the existing hoist are required and such modifications are excluded from this scope of work.

Weston & Sampson appreciates the opportunity to perform this work and will be happy to provide additional information if required.

WESTON & SAMPSON ENGINEERS, INC.

Kipling R. Gearhart, PE
Regional Manager

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve Indefinite Delivery Contract (IDC) Amendments for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water on February 8, 2024. Award to the following firms in an amount not to exceed $400,000.00. Project specific administration shall be required, executed, and issued for each waterline/hydrant leak restoration service project awarded under the approved IDC.**

REQUISITION NO.: **R225939 G.H. Smith; R225941 LAD Const.; R225942 Lake Murray Utility**

FUNDING SOURCE & ORIGINAL BUDGET:

BUSINESS PROGRAM: **Mentor Protege Program**

CLEAN WATER 2020?: **No**

FOCUS AREAS: **Built Infrastructure**

PURPOSE:

These are Mentor Protégé Program projects and the protégées will receive a minimum of 20% of the contract value.

Item	Vendor and Location	Description	Term	Amount
a.	G. H. Smith Construction Columbia, SC	IDC for Waterline Hydrant Repairs.	Base period with 4 one-year options to renew (1/1/2024 - 6/30/2024)	*$150,000.00*
Funding Source: Utilities Water Distribution & Maintenance - Special Projects (5516203-638500) $150,000.00				
b.	LAD Construction Swansea, SC	IDC for Waterline Hydrant Repairs.	Base period with 4 one-year options to renew (1/1/2024 - 6/30/2024)	*$100,000.00*
Funding Source: Utilities Water Distribution & Maintenance - Special Projects (5516203-638500) $100,000.00				
c.	Lake Murray Utility Company Prosperity, SC	IDC for Waterline Hydrant Repairs.	Base period with 4 one-year options to renew (1/1/2024 - 6/30/2024)	*$150,000.00*

Funding Source: Utilities Water Distribution & Maintenance - Special Projects (5516203-638500) $150,000.00	
Total Amount:	***$400,000.00***

ATTACHMENTS:

- **#a:** Memo_IDC_Waterline_and_Hydrant_Repairs (PDF)
- #b: PO_Mod_Form_GH_Smith_IDC_Waterline_Hydrant (PDF)
- #c: Signed_CA_1_Waterline_and_Hydrant_Repairs_IDC_GH_Smith (PDF)
- #d: PO_Mod_Form_LAD_IDC_Waterline_and_Hydrant_Repairs (PDF)
- #e: Signed_CA_1_Waterline_and_Hydrant_Repairs_IDC_LAD (PDF)
- #f: PO_Mod_Form_Lake_Murray_Utility_IDC_Waterline_Hydrant (PDF)
- #g: Signed_CA_1_Waterline_and_Hydrant_Repairs_IDC_Lake_Murray_Utility (PDF)

Columbia Water
Drinking Water • Wastewater • Stormwater

Water Distribution & Maintenance Division
PO Box 147 | Columbia, SC 29217

Memorandum

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: March 1, 2024

SUBJECT: Additional Funding for Indefinite Delivery Contracts Waterline Repairs and Asphalt and Yard Restoration.

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of additional funding for Indefinite Delivery Contracts (IDC's) for Waterline Repairs, as requested by Columbia Water on September 19, 2023. Award to Lake Murray Utility Company, Inc. of Chapin, SC, G.H. Smith Construction, Inc. of Columbia, SC, and LAD Construction, LLC of Swansea, SC in the total amount of $400,000.00.

The purpose of this additional funding is to allow for the continuation of work by these contractors regarding repairs to water distribution features such as service lines, water mains, pavement restoration, and property restoration.

The funding for this program of Indefinite Delivery Contracts was anticipated in the budget for FY 2023/2024 and is within budgeted amounts.

Contract Amendment #1

Water System Repairs Indefinite Delivery Contract (IDC)
RFQu006-23-24

GH Smith Construction, Inc.

February 29, 2024

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and GH Smith Construction, Incorporated (Contractor) executed December 21, 2023 (Agreement) to provide additional funding for leak and hydrant repair work.

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 (Term from January 1, 2024 to June 30, 2024; FY23/24; Purchase Order# P202367):	$400,000.00
Current Contract Amount:	**$400,000.00**
This Contract Amendment #1 (Funding Increase; Purchase Order# P202367):	**$150,000.00**
Revised Contract Amount:	**$550,000.00**

This Change is Acceptable:

Name of Firm
GH Smith Construction, Inc.

Karen S. McLane
Print Name

Signature

3-6-24
Date

City of Columbia
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM
Legal Department City of Columbia, SC
3/5/2024

OBO MPP Change Order/Amendment Implementation Plan Addendum

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

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors/Subconsultants Amount	Subcontractors/Subconsultants Percentage
Original Contract:	$ 400,000.00	$ 320,000.00	80.0%	$ 80,000.00	20.0%	$ 0.00	0.0%
CA#1 (Increase):	$ 150,000.00	$ 120,000.00	80.0%	$ 30,000.00	20.0%	$ 0.00	0.0%
Revised Contract:	**$ 550,000.00**	**$ 440,000.00**	**80.0%**	**$110,000.00**	**20.0%**	$ 0.00	0.0%

MPP Project #/Name: CIP Varies **Change Order/Contract Amendment #:** 01 (Ex: 01, 02)

Change Order/Amendment Amount: $ 150,000.00

Amendment Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*) : ☒ Yes ☐ No

Time Extension on Existing Contract.

Change Order/Amendment Type:

1. ☐ **Time Extension – New End Date:** _____ (Please sign & return form if no cost)
2. ☐ **Change of Subcontractor:** _____ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

3. ☒ **Funding Increase – Amount** (Please continue on to questions A & B below)
4. ☐ **Funding Decrease – Amount** (Please continue on to questions A & B below)

A. Will protégé be performing any work within this change order? ☒ **Yes** ☐ **No (If no, skip to B)**

- **Amount of Change Order/Amendment to be received by the protégé:** $30,000.00
- **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

Water Main Line & Water Service Line Repairs.

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

5. **Revised scope of work**

Additional Water Main Line & Water Service Line Repairs.

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

EXECUTED by GH Smith Const. Inc (Mentor Firm) this 14th day of Feb 2024.

By: Karen McLane Title: V. President

Firm Name: GH Smith Const. Inc

EXECUTED by Carol Smoak / Smoak Const (Protégé Firm) this 14th day of Feb 2024.

By: Carol Smoak Title:

Firm Name: Smoak Construction LLC

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase contract amendment. The original project contract amount was $400,000.00. The original amount received by the protégé was $80,000.00, or 20% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is $550,000.00. The protégé will receive $110,000.00 or 20% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 26th day of February, 2024.

By: LaTonya B Germany Title: Program Compliance Specialist

*This information is only required if the amendment is greater than $50,000, and the amendment must be approved by the City Council.

Contract Amendment #1

Water System Repairs Indefinite Delivery Contract (IDC)

RFQu006-23-24
LAD Construction, LLC

February 29, 2024

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and LAD Construction, LLC (Contractor) executed December 21, 2023 (Agreement) to provide additional funding for leak and hydrant repair work.

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term from January 1, 2024 to June 30, 2024; FY23/24; Purchase Order# P202368):	$200,000.00
Current Contract Amount:	**$200,000.00**
This Contract Amendment #1 (Funding Increase; Purchase Order# P202368):	**$100,000.00**
Revised Contract Amount:	**$300,000.00**

This Change is Acceptable:

Name of Firm
LAD Construction, LLC

ROBERT T. BLACKWELL
Print Name

Signature

3/6/2024
Date

City of Columbia
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date Witness

APPROVED AS TO FORM
Legal Department City of Columbia, SC
3/5/2024

OBO MPP Change Order/Amendment
Implementation Plan Addendum

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

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors /Subconsultants Amount	Subcontractors /Subconsultants Percentage
Original Contract:	$ 200,000.00	$ 160,000.00	80.0%	$ 40,000.00	20.0%	$ 0.00	0.0%
CA#1 (Increase):	$ 100,000.00	$ 80,000.00	80.0%	$ 20,000.00	20.0%	$ 0.00	0.0%
Revised Contract:	**$ 300,000.00**	**$ 240,000.00**	**80.0%**	**$ 60,000.00**	**20.0%**	$ 0.00	0.0%

MPP Project #/Name: CIP Varies **Change Order/Contract Amendment #:** 01 (Ex: 01, 02)

Change Order/Amendment Amount: $ 100,000.00

Amendment Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*) : ☒ Yes ☐ No

Time Extension on Existing Contract.

Change Order/Amendment Type:

1. ☐ **Time Extension – New End Date:** _____ (Please sign & return form if no cost)
2. ☐ **Change of Subcontractor:** _____ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

3. ☒ **Funding Increase – Amount** (Please continue on to questions A & B below)
4. ☐ **Funding Decrease – Amount** (Please continue on to questions A & B below)

A. **Will protégé be performing any work within this change order?** ☒ **Yes** ☐ **No (If no, skip to B)**
   - **Amount of Change Order/Amendment to be received by the protégé:** $20,000.00
   - **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

Water Main Line & Water Service Line Leak Repairs.

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

5. **Revised scope of work**

Additional Water Main Line & Water Service Line Leak Repairs.

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

EXECUTED by _____ (Mentor Firm) this 20 day of FEB 2024.

By: KENT SUMMER Title: PROJECT MANAGER

Firm Name: LAD CONSTRUCTION LLC

EXECUTED by _____ (Protégé Firm) this 19TH day of FEB 2024.

By: John A. Mobus Title: President

Firm Name: J. A. Mobus & Associates Inc

OBO Statement for the change order/amendment:
OBO has reviewed this funding increase contract amendment. The original project contract amount was $200,000.00. The original amount received by the protégé was $40,000.00, or 20% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is $300,000.00. The protégé will receive $60,000.00 or 20% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 26th day of February, 2024.

By: LaTonya B Germany Title: Program Compliance Specialist

*This information is only required if the amendment is greater than $50,000, and the amendment must be approved by the City Council.

Contract Amendment #1

Water System Repairs Indefinite Delivery Contract (IDC)

RFQu006-23-24
Lake Murray Utility Company, Inc.

February 29, 2024

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Lake Murray Utility Company, Inc., (Contractor) executed December 21, 2023 (Agreement) to provide additional funding for leak and hydrant repair work.

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 (Term from January 1, 2024 to June 30, 2024; FY23/24; Purchase Order# P202369):	$400,000.00
Current Contract Amount:	**$400,000.00**
This Contract Amendment #1 (Funding Increase; Purchase Order# P202369):	**$150,000.00**
Revised Contract Amount:	**$550,000.00**

This Change is Acceptable:

Name of Firm
Lake Murray Utility Company, Inc.

R. Jennings Packer
Print Name

R. Jennings Packer
Signature

3-6-2024
Date

City of Columbia
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date Witness

APPROVED AS TO FORM
Legal Department City of Columbia, SC
3/5/2024

OBO MPP Change Order/Amendment
Implementation Plan Addendum

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

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors /Subconsultants Amount	Subcontractors /Subconsultants Percentage
Original Contract:	$ 400,000.00	$ 320,000.00	80.0%	$ 80,000.00	20.0%	$ 0.00	0.0%
CA#1 (Increase):	$ 150,000.00	$ 120,000.00	80.0%	$ 30,000.00	20.0%	$ 0.00	0.0%
Revised Contract:	**$ 550,000.00**	**$ 440,000.00**	**80.0%**	**$110,000.00**	**20.0%**	**$ 0.00**	**0.0%**

MPP Project #/Name: CIP Varies **Change Order/Contract Amendment #:** 01 (Ex: 01, 02)

Change Order/Amendment Amount: $ 150,000.00

Amendment Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*) : ☒ Yes ☐ No

Time Extension on Existing Contract.

Change Order/Amendment Type:

1. ☐ **Time Extension – New End Date:** _____ (Please sign & return form if no cost)
2. ☐ **Change of Subcontractor:** _____ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

3. ☒ **Funding Increase – Amount** (Please continue on to questions A & B below)
4. ☐ **Funding Decrease – Amount** (Please continue on to questions A & B below)

A. Will protégé be performing any work within this change order? ☒ **Yes** ☐ **No (If no, skip to B)**
- **Amount of Change Order/Amendment to be received by the protégé:** $30,000.00
- **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

Water Main Leak Repairs.

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

5. **Revised scope of work**

Additional Water Mains & Water Service Line Leak Repairs.

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

EXECUTED by R. Jennings Parker (Mentor Firm) this 14th day of February 2024.

By: R. Jennings Parker Title: President /Owner

Firm Name: Lake Murray Utility Company, Inc.

EXECUTED by John W. Brown (Protégé Firm) this 14th day of February 2024.

By: John W. Brown Title: President /Owner

Firm Name: J.W. Brown Construction, LLC

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase contract amendment. The original project contract amount was $400,000.00. The original amount received by the protégé was $80,000.00, or 20% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is $550,000.00. The protégé will receive $110,000.00 or 20% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 26th day of February, 2024.

By: LaTonya B. Germany Title: Program Compliance Speciist

*This information is only required if the amendment is greater than $50,000, and the amendment must be approved by the City Council.

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve a new Professional Services Contract for Project WM4777/SS7652; Caughman Road & Hallbrook Drive/Trailwood Lane Turn Lanes and Sewer Relocations, as requested by Columbia Water on January 29, 2024. Award to Mead and Hunt, Inc. in an amount not to exceed $427,288.80. The initial term of the agreement will take effect upon issuance of a Notice to Proceed with an end date 16 months from commencement and the option to renew for two additional one-year periods. This firm is located in Columbia, SC.**

REQUISITION NO.: **R227140**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Water and Sewer Capital Projects - Caughman Road at Hallbrook Drive/Trailwood Lane - Capital Project Costs (5529999-SS764201-658650) $213,644.40 and Water and Sewer Capital Projects - Caughman Road at Hallbrook Drive/Trailwood Lane - Capital Project Costs (5529999-WM477701-658650) $213,644.40. The original budget amount is $427,288.80.**

BUSINESS PROGRAM: **Mentor Protege Program**

CLEAN WATER 2020?: **No**

PURPOSE:

This is a Mentor Protégé Program project. Mead and Hunt, Inc. is the mentor and will provide project management, engineering, design, permitting, utility coordination survey, and bidding phase services at 73.31% ($313,239.20) of the total contract amount.

Highfill Infrastructure Engineering, PC, located in Columbia, SC, is the protégé and will provide construction administration and inspection services at 20.49% ($87, 549.60) of the total contract amount.

The following subconsultants will provide additional services:

Johnson, Mirmiran, and Thompson Engineering, Inc., located in Columbia, SC, will provide Subsurface Utility Engineering (SUE) Level A Test Hole services at 6.20% (26,500.00) of the total contract amount.

There were ten (10) responses to RFQ004-19-20-BF Utility Relocation and Improvement Services.

ATTACHMENTS:

- **#a:** Memo WM4777-SS7652 (PDF)
- #b: Contract_Mead_Hunt_WM4777_SS7642 (PDF)

CITY OF COLUMBIA

INTER-OFFICE MEMO
ENGINEERING DEPARTMENT

MEETING DATE:	March 19, 2024
DEPARTMENT:	Engineering
FROM:	Dana Higgins, Director of Engineering
SUBJECT:	CIP WM4777/ SS7652, S-404 (Caughman Road) & S-1660 (Hallbrook Dr/Trailwood Ln) Turn Lanes Water & Sewer Relocations; SCDOT Project P037535
FINANCAL IMPACT:	$427,288.80
ORIGINAL BUDGET:	$427,288.80
CLEAN WATER 2020:	No
STRATEGIC GOALS:	Invest in Infrastructure
LOCATION:	District 4 & Richland County, not in City limits

South Carolina Department of Transportation (SCDOT) has determined there are conflicts between the City of Columbia's water and sewer utilities and their roadway improvement project, S-404 (Caughman Road) & S-1660 (Hallbrook Dr/Trailwood Ln) Turn Lanes. This project is a safety and maintenance improvement project. Scope of this project includes relocating approximately 950 feet of 2-inch through 10-inch water mains and appurtenances, 1100 LF of 8" gravity sewer main and 200 LF of 2-inch sewer force main and appurtenances and Construction observation and inspection.

The City anticipates going in-contract with this project and receiving reimbursement as outlined in ACT 36/SC Code 57-5-880. Based on the scope of work involved, it is recommended that these services be considered for approval.

The Director of Engineering recommends approval of this Agreement.

ATTACHEMENTS:

See PDF's

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method RFQu004-19-20-BF Utility Relocation and Improvement Services

1. **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 Mead & Hunt, (hereinafter referred to as the "Engineer", to provide technical consulting support to the City of Columbia (CITY) for water main, gravity sewer main, and sewer force main relocation due to a roadway improvement project, including utility coordination, engineering design, and construction phase services for the project for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, Engineer shall provide the Scope of Services more fully described in Exhibit A, attached hereto. The Engineer shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES –** The City may require supplemental or additional services of the Engineer or recommended by the Engineer and approved by the City in writing.

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

4. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of sixteen (16) months, with the option to renew or continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

   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. The decision to extend the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

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

6. **COMPENSATION** – (See Exhibit C)

   A. The total compensation to be paid by the City to the Engineer under this Contract shall not exceed Four Hundred Twenty-Seven Thousand, Two Hundred Eight-Eight Dollars and 88/100 ($427,288.80).

   B. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Engineer must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Engineer, whose signature shall certify that the

information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure
Failure of the Engineer to follow these invoice requirements will result in the delay of payment of the invoice.

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

1. The Engineer is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Engineer has received payment from the City.

2. In addition, all retainage amounts received from the City by the Engineer must be paid by the Engineer to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.

4. The Engineer is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Engineer for subsequent work performed unless and until the Engineer ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Engineers sworn statement that it has complied with the prompt payment requirements. The Engineer must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

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

F. Subcontracting Goals
Under this Contract, the subcontracting goals are as follows:

SB Goals	20.49	%
MBE	NA	%
WBE	NA	%
LSA	NA	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (http://www.columbiasc.net/business-outreach/) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is 20.49 %

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

8. **INDEMNIFICATION & INSURANCE**

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

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

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

General Liability: The Engineer shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 ($1,000,000) per occurrence, and Two Million Dollars and no/100

($2,000,000) dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

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

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

B. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any Subconsultant of the Engineer commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured.*

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

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

9. **PERMITS & LICENSES**

A. The Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Engineer in performing the services required under this Contract. The Engineer shall be responsible for any costs relating to same.

B. The Engineer shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Contract. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineer s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/Contracts. The City shall obtain the approvals and/or permits identified by the Engineer and pay any costs relating to same.

C. The Engineer shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

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

10. **DUTIES UPON TERMINATION** – At termination of this Contract, the Engineer shall immediately provide the City with all records and data in any format the Engineer is capable of producing and at no cost to the City, which were generated, created or received by the Engineer in performance of the services required by this Contract or as the City may deem necessary to perform the required services by the City or the Engineers successor. All records shall be free from any proprietary claims or

interest. The Engineer agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

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

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

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

    A. 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, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;

    B. The Engineer fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

    C. Force Majeure;

    D. The City, at its sole option and discretion, has the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;

    E. Upon expiration of the term of this Contract; and

    F. By mutual Contract.
    Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Engineer shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata 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 Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Contract. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

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

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

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

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

Mead & Hunt
Name: Kevin Barnes, P. E.
Title: Vice President
Address: 878 South Lake Drive
Lexington, SC, 29072
Phone:843-213-3268
Email: kevin.barnes@meadhunt.com

16. **CONSENT DECREE Non-Applicable**

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

B. In addition to the requirements above, the Engineer shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Engineers possession or control that relate in any manner to the Engineers performance under this Contract ("Preserved Documents"). Upon the Engineers performance of all services required under this Contract, the Engineer shall provide the City with all Preserved Documents. In addition to the requirements above, the Engineer shall provide the City with all Preserved Documents upon termination of this Contract.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Engineer shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Engineer first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Engineer shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Engineers rationale for attributing such delay to a force majeure event. The Engineer shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

D. The Engineer shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Engineer neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Engineer agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Engineer that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Engineers failure to perform pursuant to the Contract.

E. The Engineer shall perform the services pursuant to this Contract using sound Engineering practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

A. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

B. The Engineer shall be responsible for performance of all services required by this Contract. The Engineer does not act as the City's agent or employee.

C. The Engineer will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Engineer shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Engineer.
The Engineer shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

D. In the event there are any disagreements between the City and the Engineer with regard to any of the requirements, specifications or interpretation of this Contract, the Engineer 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 Contract, if any, shall not be construed against the City.

E. This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Engineer 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 Contract and the performance thereof. The City may seek attorney's fees and the Engineer 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 Engineer.

F. This Contract represents the entire Contract between the City and the Engineer and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract 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 Contract 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 Contract, such modifications will be incorporated only by written amendment signed by both the City and the Engineer.

G. The failure of either the Engineer or the City to insist upon the strict performance of any provision of this Contract 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 Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.

H. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

I. This Contract is subject to City Council approval.

J. The Engineer acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

   1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;

   2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

K. In carrying out the service, the Engineer 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 Engineer 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 Engineer's operations, including, but not limited to the Engineer's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Engineer 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 Engineer shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

L. This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract 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 Engineer under this Contract are matters of public record, but that the Engineer agrees that they shall only be made available to any individual or organization by the City and the Engineer shall not make them available to any individual or organization without the prior written approval of the City.

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

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
3/5/2024

MEAD & HUNT

Print: Name/Title	**Signature**	**Date:**

(Corporate Seal)

Attest

Signature	**Date:**

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Implementation Plan

EXHIBIT A

SCOPE OF SERVICES

City of Columbia
CIP # WM4777 and SS7642
SCDOT Project ID No. P037535
Caughman Rd. (S-404) at Hallbrook Dr./Trailwood Ln. (S-1660) Turn Lanes
Richland County

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for water main, gravity sewer main, and sewer force main relocation due to a roadway improvement project, including utility coordination, engineering design, and construction phase services for the project. The scope of work for water facilities is assumed to include the relocation of approximately 600 LF of 10-inch water main, 150 LF of 8-inch water main, 100 LF of 6-inch water main, 50 LF of 4-inch water main, 50 LF of 2-inch water main, along with multiple service lines, water meters, hydrants and valves. The scope of work for sanitary sewer facilities is assumed to include relocation of approximately 1100 LF of 8-inch gravity sewer, 200LF of 2-inch sewer force main, along with multiple lateral lines, and manhole adjustments.

This scope assumes that one set of water and sewer design documents will be developed for the entire project to be bid and constructed as a single project. This scope has also assumed that the construction of the water and sewer relocations will be bid "in-contract" through the South Carolina Department of Transportation (SCDOT). The SCDOT project consists of constructing a dedicated left turn lanes along westbound Caughman Road onto Hallbrook Drive, along eastbound Caughman Road onto Trailwood Lane, and southbound Hallbrook Drive onto Caughman Road. This will include roadway widening, curb and gutter, and drainage improvements for approximately 2365 feet along Caughman Road and 925 feet along Hallbrook Drive. The general location of the project is shown on Figure 1 attached. Our understanding of the SCDOT roadway project comes from the Right of Way Plans received 9/20/2023.

The purpose of this project is to evaluate and determine alignments for the relocated lines that do not conflict with the proposed roadway improvements or other utility facilities, coordinate the design with the SCDOT, and perform engineering and design services for permitting, bidding, and construction services. In general, Mead & Hunt, Inc. (CONSULTANT) will provide the following scope of services:

- Utility Coordination
- Evaluation of Replacement Alignments
- Engineering Design and Permitting
- Bidding Phase Support
- Engineering Services During Construction

CONSULTANT will also be participating in the CITY's Mentor Protégé Program as part of this project, utilizing **Highfill Infrastructure Engineering, P.C.** as our Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

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

- Participate in design review and construction progress meetings with the CITY as outlined.
- Provide monthly invoicing and schedule updates pertaining to CONSULTANT's portion of the work to the CITY. Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Project Administration will terminate at the completion of Task 800.
- Provide monthly progress reports.
- CONSULTANT will invoice monthly and include amounts invoiced by sub-consultants in accordance with the CITY's invoicing procedures.

120 Coordination Meetings

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

- Kickoff meeting
- Monthly Progress meetings with CITY's Project Manager for duration of project through construction. This is assumed to be 18 months for up to 18 meetings.
- 30% design review meeting in Task item 270
- 60% and 90%, review of design meetings in Task item 570 – Two (2) meetings total

130 Project Management & Coordination with the CITY

- CONSULTANT will communicate with the CITY through a single point of contact, CONSULTANT's Project Manager.
- CONSULTANT will utilize SharePoint provided by the CITY to share and file documentation of project progress, data, decisions, deliverables, design, and management of the project.
- CONSULTANT will adhere to and update schedule as shown in Attachment C.
- CONSULTANT will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

- It is assumed there will be no public meetings by the CITY or by the SCDOT for this project. However, should the need arise, this service can be provided as an additional service.

150 Mentor-Protégé Program

CONSULTANT and **Highfill Infrastructure Engineering, P.C.** will provide the following in compliance with the CITY's Mentor-Protégé Program:

- CONSULTANT will continue the existing Mentor-Protégé Agreement with **Highfill Infrastructure Engineering, P.C.**
- CONSULTANT will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines".
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the CITY for approval.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a semi-annual report form to the CITY's Office of Business Opportunities.
-

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

210 General Data Collection, Field Recon and Coordination

- CONSULTANT will coordinate with the SCDOT to obtain survey and geotechnical data, roadway improvement plans, drainage plans, existing utility information, and proposed relocation plans for other utility facilities.
- CITY anticipates negotiation and execution of a Memorandum of Agreement (MOA) with the SCDOT on this project and CITY will seek the CONSULTANT’s input on this document.
- CONSULTANT will coordinate with the SCDOT design staff to obtain an understanding of the roadway project.
- CONSULTANT will coordinate with the CITY to obtain existing utility mapping in the project area.
- CONSULTANT will obtain county tax map records for identifying property potentially affected by the project.
- CONSULTANT will obtain SCDOT and CITY maps for road and street right-of-way information for areas outside of the roadway plans as needed.

- CONSULTANT will contact other utilities in the areas outside of the roadway plans as needed that can be determined from field observation for mapping and location information that may impact alignment of the proposed water and/or sewer relocations. (For this scope, this is assumed to be a minor effort.)
- In addition to the SCDOT roadway construction plans, CONSULTANT may utilize existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible water and/or sewer line routing alternatives in a table top type route analysis.
- Field Reconnaissance:
  - Based upon the table top analysis, field reconnaissance will be conducted on the identified routing alternatives. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.
  - CONSULTANT will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.

220 Alternative Analysis and Route Selection

- Upon completion of Task 210, CONSULTANT will determine the extent of the relocations necessary to avoid conflicts with the proposed roadway, drainage, other utilities, and will develop alternatives for relocating the water and sewer infrastructure.
  - CONSULTANT will determine the apparent water and/or sewer infrastructure conflicts with the proposed roadway and drainage system using design plans provided by the SCDOT and information provided by the CITY. (It is assumed that the SCDOT will provide digital files including drainage design files.)
- CONSULTANT will proceed with alternative analysis including the following alternatives:

  - Relocating the water and/or sewer within the existing, or new, roadway right-of-way (same general alignment as the existing line(s)).
  - Relocating the new water and/or sewer along a different alignment.
  - Relocating the water and/or sewer adjacent to the existing roadway right-of-way in an easement where it is necessary due to lack of available right-of-way or otherwise advantageous to avoid construction and maintenance conflicts.
  - Various combinations of the above options as needed for the particular project circumstances.

- After an evaluation of the impacts and development of conceptual alternatives, CONSULTANT will present the CITY with options and recommendations for conflict resolution. These will be presented at a meeting with the CITY to review

relocation options and select the preferred alternatives before proceeding to preliminary plans. This meeting will identify the relocation corridors for the water and sewer infrastructure.

230 Preliminary Agency Coordination and Meetings

- Upon selection of final route selection, CONSULTANT will contact known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.

240 Preliminary Utility Coordination and Meetings

- CONSULTANT will attend SCDOT's utility coordination meetings. It is assumed these meetings will be held monthly prior to the start of the SCDOT Letting period (January 2024 to October 2024) and an average of bi-weekly from the start of the SCDOT Letting period to the end of utility construction (November 2024 through October 2025). (Also assuming that some meetings will be cancelled or missed, so including only 30 meetings).
- Upon selection of final routes, CONSULTANT will coordinate the CITY-approved design with the SCDOT.
- Upon selection of final routes, CONSULTANT will coordinate any conflicts with other utilities, easements, encroachments, and design considerations to be addressed through the SCDOT's utility coordinator.
- CONSULTANT will provide relocation sketches for the selected water and sewer relocation routes for submittal to the SCDOT Utility Coordinator.

250 Establishing Design Criteria

- It is anticipated that the relocated water facilities will be the same size as those being replaced, therefore no sizing or capacity studies are included in this scope. The CITY will provide the hydrant test results for use by CONSULTANT in performing minimal flow and pressure calculations if required by SCDHEC for a permit to construct.
- Decision factors for the alternative analysis will be developed by the CONSULTANT and reviewed by the CITY. Possible evaluation factors include; cost, constructability, availability of alignments, access for maintenance, public impact, property, permitting, utility, and other relevant factors as to provide recommendations for the most economical and reliable solution.
- CONSULTANT will design the new water and/or sewer facilities in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.
- CONSULTANT will design the water and sewer systems to avoid the roadway infrastructure conflicts as determined.

- CONSULTANT will give consideration in the design to connections to side lines, valve locations, and the ability to serve existing parcels and homes/businesses.

260 Opinion of Probable Construction Cost and Schedule

- As part of the alternative routing analysis the CONSULTANT will prepare planning level opinion of probable construction cost and update the project schedule.

270 Preliminary Design

- Upon approval by the CITY, CONSULTANT will prepare relocation drawings for the selected water and sewer relocation routes for submittal to the SCDOT Utility Coordinator and the CITY. This submittal will be considered the 30% overall project completion review.

280 Prior Rights Assessment

- Upon approval by the CITY, CONSULTANT will provide a prior rights assessment to SCDOT. It is assumed that the CITY will provide the information necessary to assess prior rights.

TASK 300 – Survey and Utility Mapping

Once the final alignment has been selected by the CITY and approved by the SCDOT, field investigations for that alignment shall be conducted in support of plans preparation and final design. In some cases limited Task 300 services may be needed to complete Task 200.

310 Field Survey

- CONSULTANT shall utilize survey provided by the SCDOT as included in the roadway design plans and digital files. CITY agrees that CONSULTANT may rely on survey provided by the SCDOT (or the SCDOT's consultant). This scope and fee assumes SCDOT survey is sufficient for design; should survey be needed for plan development, it will be handled as an amendment.

- CONSULTANT will supplement this survey with additional survey as needed for work required to be performed outside of the SCDOT's project limits and inside those limits where data is otherwise unavailable. Supplemental field survey tasks are identified below:

    - CONSULTANT shall coordinate with CITY to send survey notification letters. CONSULTANT to provide addresses and property owners.

- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.

- Horizontal datum shall be: SC State Plane Coordinates NAD83

- Vertical datum shall be: NAVD 88

- CONSULTANT's surveyor will complete field surveying along a 50-foot wide corridor of the proposed pipeline alignment. Relevant visual or physical features along the route will be surveyed, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. CONSULTANT's surveyor shall recover existing horizontal control monuments and establish GPS control points along the pipeline alignments. CONSULTANT's surveyor shall traverse along the proposed pipeline route to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. CONSULTANT's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. CONSULTANT's surveyor will also provide top of bank, bottom of bank, and water surface elevations at water crossings along the proposed pipeline alignments. Significant rock outcroppings shall be identified. Limits of survey shall be reevaluated at the end of Task 200 for any necessary adjustments to length or width of survey needed outside of that provided by SCDOT.

- Locate both horizontally and vertically (where appropriate and anywhere the surveyor is obtaining survey outside of that provided by SCDOT) along the routes of each of the proposed water lines, exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; trees of sufficient size that require protection according to applicable sections of Richland County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.

- CONSULTANT shall in areas where utility info is needed, but not provided by SCDOT, obtain underground utilities as identified and marked in the field by the local utility locating service or the CONSULTANT's Subsurface Utility Engineering sub-consultant shall be located by the survey. This shall include, but not be limited to, electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the CONSULTANT's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that service lines as identified can be properly located. The CONSULTANT's surveyor will, at a minimum, contact the SC811 at 1-888-721-7877 and CITY for field locating underground utilities.

- State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the CONSULTANT's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.

- Cross Sections along the center of the pipe route shall be taken every 100 feet at a minimum and at locations in between as required to define changes in slope, ditch crossings, etc., as necessary to develop an accurate topography of the survey extents.

- The CONSULTANT shall determine the necessary corridor to be surveyed for this project. At a minimum topographic survey and cross sections will include up to a 50-foot corridor and cover the area from the edge of pavement to the limits of a temporary construction easement. Where the water and/or sewer is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for the construction phase. Where the water and/or sewer is within the road right of way, the adjacent property owners and their parcel sidelines will not be mapped.

- From the survey data, the surveyor shall prepare final Microstation electronic files in SCDOT format to match the data provided by the SCDOT. Files shall include the entire survey that accurately locates horizontal (planimetric) features and contains, on separate layers, feature labels and surveyed points with point number, description, and elevation.

320 Property Research and Easement Exhibits

- Property Research and Easement Exhibits will be provided as part of this scope. In consultation with CITY, the CONSULTANT's surveyor shall survey, research, plat, and prepare easement descriptions for required permanent easements that will be required to construct the proposed relocations. Exhibits

shall be prepared in accordance with the standards of the CITY for recording. This Scope of Services is based on preparing 5 easement exhibits. One round of edits is included for any exhibit; additional edits may require additional services. An amendment will be issued if additional easement exhibits are required.

330 Utility Mapping

- The CONSULTANT will utilize Subsurface Utility Engineering (SUE) data provided by the SCDOT. CITY agrees that CONSULTANT may rely upon this information. No additional linear Subsurface Utility Engineering (SUE) is proposed for this project at this time. Should additional linear SUE be needed for plan development, it will be handled as an amendment.
- The CONSULTANT will utilize **JMT** for SUE services to provide Level A utility information along the route of the project to determine utility facility elevations where the SCDOT has not collected this information.
- Up to ten (10) additional test holes shall be included in the cost of the project. The total of ten (10) locations will assume five (5) test holes in roadway pavement and five (5) test holes in grassed areas. It is further assumed that traffic control will be required for the up to five (5) test holes in roadway pavement.
- **JMT** will survey the locations of the Level A test holes and provide that information to CONSULTANT for use in their work.
- The CITY will be charged on an "each" basis; the cost depending on whether each test hole is in pavement or in grass and if traffic control is required.

340 Geotechnical Survey

- The CONSULTANT will survey the locations of the geotechnical borings, if required, per Task 400 for use by the design team and provide that information to **Terracon** for use as needed.

TASK 400 – Geotechnical Investigation

410 Field Investigation

- CONSULTANT shall utilize any geotechnical data provided by the SCDOT. CITY agrees that CONSULTANT may rely upon this information. This scope and fee assumes SCDOT geotechnical data is sufficient for design; should additional geotechnical data be needed for plan development, it will be handled as an amendment.

- CONSULTANT will supplement this data, as needed, with additional geotechnical investigations for work required to be performed outside of the SCDOT's project limits and inside those limits where data is otherwise unavailable. Supplemental field survey tasks are identified below:

- CONSULTANT will utilize **Terracon** for geotechnical services to provide subsurface soil conditions along the proposed project routing. Boring locations will be identified and performed along the preferred routing to determine general soil conditions. This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. A minimum of two borings per each "bore & jack" location is required.
- Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. Borings within the SCDOT right-of-way will be backfilled with grout. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- Sub-consultant will obtain SCDOT and City permits required to conduct investigation on public right-of-way. CITY will obtain right of entry and investigation as required on private property.

TASK 500 – Final Design

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

- CONSULTANT will contact and meet as necessary with City, County, State and Federal agencies to determine design parameters for construction of the relocated facilities within the roadway rights-of-way.
- CONSULTANT will request drainage system modifications from the SCDOT's designers, if appropriate.
- CONSULTANT will coordinate final design with the requirements of roadway encroachment permits.

520 Utility Coordination

- CONSULTANT will contact and coordinate with SCDOT within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the new pipelines adjacent to or crossing existing utilities.
- CONSULTANT will coordinate final design with the agreed upon requirements of encroachment permits and conflict resolution solutions.
- CONSULTANT will assist the CITY in submitting paperwork associated with the SCDOT's utility coordination process, including a reimbursement request for appropriate relocation costs. CONSULTANT will assist in identifying any costs that may be reimbursable under SCDOT's guidelines.

530 Not Used

540 Project Plans and Specifications

- CONSULTANT will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by the SCDOT contractor. Electronic copies of the contract documents will be provided to the SCDOT to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:

  - Detailed plan and profile drawings on 24" x 36" plan sheets, 50-scale (matches SCDOT plan scale)
  - Plan sheets will utilize the same match lines as shown on the SCDOT plan set. Roadway design stationing will be shown as reference.
  - A total of 14 plan sheets is anticipated:
    - 3 - Cover, notes, legend and abbreviations, key map
    - 4 – Plan & profile sheets, water
    - 4 – Plan & profile sheets, sewer
    - 3 - Erosion control details, general details
  - It is anticipated that the SCDOT plans and/or the Contractor shall prepare traffic control plans for installation of the water and sewer relocations which will be installed during roadway improvement construction.
  - CONSULTANT anticipates producing the construction drawings in Microstation in order to better coordinate with the SCDOT roadway design plans. After completion CONSULTANT will submit GIS information on the pipeline locations along with as-builts in Microstation and pdf format.
  - Relevant features impacting construction as located by the survey.
  - Design and construction details.
  - Sediment and erosion control details.
  - Relevant environmental features.
  - Existing pipe demolition/abandonment as needed.
  - Bypass pumping plan as needed.
  - Specifications coordinated with the CITY's standard contract documents.
  - Special conditions related to permit requirements and easement requirements.
  - Material specifications including minimum installation requirements.
  - CITY will provide the general conditions, supplemental conditions, bid form, etc. CONSULTANT will provide the technical specifications, bid quantities, measurement and payment items and special provisions.

- Upon approval of the 100% submittal, CONSULTANT will provide one set of hard copy final bid plans, electronic copies (one for CITY and one for SCDOT) in PDF format of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item

list. CITY staff will also require seven full-size and two half-size hardcopy sets of final plans and seven hardcopy sets of the final specifications.

550 Regulatory Agency Coordination

- CONSULTANT will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for relocation of the water lines and sewer lines in accordance with regulatory requirements.
- CONSULTANT will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
  - South Carolina Department of Health and Environmental Control (SCDHEC)
  - South Carolina Department of Transportation (SCDOT)
  - Richland County Stormwater Division and Flood Plain Management

560 Opinion of Probable Construction Cost and Schedule

- CONSULTANT will submit an opinion of the probable cost for the Project including construction costs, contingencies, and other related items at the 60%, 90% and 100% plan reviews. Since CONSULTANT has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

570 Design Reviews

- CONSULTANT will conduct an Internal Technical Review using the CONSULTANT's Quality Management System (QMS) program.

- After each Internal Technical Review, CONSULTANT will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. CONSULTANT will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, CONSULTANT will make revisions as requested by the CITY. Documentation of the completed reviews will be provided to the CITY by the CONSULTANT. Following the technical reviews, CONSULTANT will make modifications to the construction documents.

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

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to task 320 above.
- The CONSULTANT will rely on Richland County Tax Map information in identifying property owners and will research Richland County records for property plats that have been recorded and filed with the County. The CONSULTANT cannot guarantee the accuracy of the County records, but will identify discrepancies if found during the legal research and easement acquisition process.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the CONSULTANT.
- Upon CITY approval of the 60% design plans, CONSULTANT will prepare and submit easement exhibits. See Task 320 for detail.

620 Permits

- Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, CONSULTANT will submit copies of the project plans and specifications for final review and approval by the SCDHEC; work with SCDHEC and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval. The CONSULTANT is responsible for fees up to $1000.

- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by Richland County. Upon CITY approval of the ninety (90%) percent completion drawings, CONSULTANT will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by Richland County. CONSULTANT will provide required submittal copies and respond to inquiries by Richland County. The CONSULTANT is responsible for fees associated with the NOI approval process up to $1000.

- Wetlands Permit: This scope assumes no wetland delineation and no mitigation will be required. However, CONSULTANT can perform these services as Additional Services under Task 1100 if it becomes necessary.

- Roadway Encroachment Permits: This scope assumes a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, CONSULTANT will submit for review and approval for an Encroachment Permit by the SCDOT; work with the SCDOT and assist the SCDOT in efforts to obtain the necessary permits and /or approvals; and

furnish the SCDOT with the required number of copies of plans and specifications needed for review and final approval. The CITY is responsible for fees (no fees anticipated).

- Railroad Permits: This scope does not include railroad encroachment permits or permits/reporting required for SRF funding. If they are required, they can be added by amendment.

TASK 700 – Bidding and Award

710 Bidding "in-contract" with Roadway Plans

- It is assumed that the utility relocation plans will be bid "in-contract" with the roadway construction plans to be constructed by the SCDOT roadway contractor along with the roadway project as a single package.

720 Bidding Assistance

- Bidding Assistance is expected to be minimal due to bidding "in-contract" with the SCDOT project; we will respond to bidder questions and review addenda.
- While a formal prequalification process is not anticipated, CONSULTANT will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

730 Award Recommendation

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

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- This scope assumes relocation of approximately 950 LF of water main of various sizes from 2 to 10 inch, 1100 LF of 8-inch gravity sewer, and 200 LF of 2-inch sewer force main will be constructed and the existing facilities will be removed or abandoned. After award of the construction contract, CONSULTANT will assist the CITY/SCDOT with the contract administration and provide full time observation of the construction work. It is anticipated that the construction period for the utility relocation project will be 12 months with actual construction on the water and sewer relocations being performed in segments throughout this period. For estimating purposes, actual construction activity of six (6) months (180 days) is assumed for final completion. An

increase in the construction schedule may require an amendment to authorize additional construction services.

- CONSULTANT will provide general services during construction as described herein. In the performance of its services during the Construction Services, CONSULTANT shall not supervise, direct or have control over Contractor's work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.

- Administration of Construction Contract: As part of general administration of the construction contract, CONSULTANT will consult with and advise the SCDOT/CITY and act as the CITY's representative during the construction period. CONSULTANT will provide contract administration and general services required for the Project, including:

  a) As CITY's representative for the duration of the construction contract, all communications to and from the contractor/SCDOT concerning the CITY's water and sewer relocations shall go through CONSULTANT. On behalf of the CITY, CONSULTANT will respond to SCDOT/Contractor's correspondence, and issue instructions from the CITY.

  b) CONSULTANT will utilize the SharePoint document control system provided by the CITY. CONSULTANT will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, change orders, scheduling, project meetings, cost and disbursement data, progress reports and other documents pertaining to the construction contract.

  c) Attend a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. One (1) pre-construction meeting and twelve (12) monthly progress meetings have been budgeted in Task item 240. CONSULTANT will submit meeting minutes of these meetings to the CITY.

820 Submittal & Pay Application Review

- Shop Drawing Review: CONSULTANT will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit

for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the SCDOT/CITY with written comments.

- Request for Information (RFI): CONSULTANT will review and respond to Contractor's RFI as they relate to the water and sewer relocation contract requirements.

- Preparation of Design Clarifications*:* A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the CONSULTANT and reviewed with the CITY. CONSULTANT will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on claims of the CITY and SCDOT/Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

- Testing Results: CONSULTANT will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance.

- Review of Applications for Payment*:* Based on on-site observations and review of the applications for payment with the accompanying data and schedules, CONSULTANT will review the amounts payable to Contractor on a monthly basis. CONSULTANT will then forward applications for payment to the SCDOT for payments due to Contractor.

830 Change Management

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

840 Completion Monitoring & Documentation

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

850 Periodic Construction Observation

- Construction Observation: CONSULTANT's Project Engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During CONSULTANT's visits, and on the basis of on-site observations, CONSULTANT will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes Full Time Construction Inspection in Task 900.

- This scope includes site visits for six (6) months (24-weeks) at 4 hours per week by the Project Manager. If additional site visits are required, this contract will be amended to provide such additional services. Total hours budgeted for Task 850 are 96; should the project, SCDOT, or the CITY require hours in excess of that amount, an amendment will be needed.

This Task 800 will be charged hourly and the CITY will be updated on the status of these hours on a monthly basis.

TASK 900 – Full Time Construction Inspection

910 Resident Project Representative

- CONSULTANT will furnish resident services during construction. One full-time Resident Project Representative (RPR) will be onsite 40 hours per week over a six (6) month period for the construction of the utility relocation work. The proposed RPR for the project shall be submitted to the CITY for approval prior to assignment to the project.
- The CITY and CONSULTANT agree that representation at the site will be provided. CONSULTANT will provide RPR to assist CONSULTANT in inspecting the progress and quality of the work of the Contractor. Field representation will be as indicated above and is intended to be at a sufficient level to inspect the contractor's work. CONSULTANT will notify CITY promptly if above level of field representation is insufficient to inspect work as defined by CONSULTANT and CITY.
- Such Field Representatives will be selected, employed, and directed by CONSULTANT. The duties, responsibilities, and limitations of authority of such Field Representatives will be described in the Contract Documents and as detailed herein.
- CONSULTANT will use reasonable effort to provide protection for CITY against defects and deficiencies in the work of Contractor. However, CONSULTANT will not, during such visits or as a result of such inspections of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor will CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety procedures and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

920 Duties and Responsibilities

- The duties and responsibilities of the RPR are limited to those of CONSULTANT in CONSULTANT's Agreement with the CITY and in the construction Contract Documents, and are further limited and described as follows:
    - **General**. RPR is CONSULTANT's agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work will in general be with CONSULTANT and SCDOT/Contractor, keeping CITY advised as necessary. RPR's dealing with SCDOT/Contractor's subcontractors will only be through

or with the full knowledge and approval of SCDOT/Contractor. RPR will generally communicate with the CITY with the knowledge of and under the direction of CONSULTANT.

- **Schedules**. RPR will review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by SCDOT/Contractor and consult with CONSULTANT concerning acceptability.
- **Conferences and Meetings**. RPR will attend meetings with SCDOT/Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- **Liaison**. RPR will serve as CONSULTANT's liaison with SCDOT/Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist CONSULTANT in serving as CITY's liaison with Contractor when Contractor's operations affect the CITY's on-site operations.
- RPR will assist in obtaining from CITY additional details or information when required for proper execution of the Work.

930 Shop Drawings and Samples

- RPR will advise CONSULTANT and SCDOT/Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by CONSULTANT.

940 Review of Work, Rejection of Defective Work, Inspections, and Tests

- RPR will conduct onsite inspections of the Work in progress to assist CONSULTANT in determining if the Work is proceeding in accordance with the Contract Documents.
- RPR will report to CONSULTANT whenever RPR believes that any Work will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirement of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- RPR will verify that tests, equipment, and systems stamps and operating and maintenance training are conducted in the presence of appropriate personnel and that SCDOT/Contractor maintains adequate records thereof; and observe

record and report to CONSULTANT appropriate details relative to the test procedures and start-ups.

- RPR will accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
- RPR will coordinate and review the results of tests made by the independent soils and materials testing laboratory.
- **Interpretation of Contract Documents**. RPR will report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to SCDOT/Contractor clarifications and interpretations as issued by CONSULTANT.
- **Modifications**. RPR will consider and evaluate SCDOT/Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. RPR will transmit to SCDOT/Contractor in writing decisions as issued by CONSULTANT.

950 Recordkeeping

- RPR will maintain at the job site and/or at the CONSULTANT's office orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
- RPR will prepare a daily report, keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as the case of observing test procedures; and send copies to CONSULTANT.
- RPR will record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

960 Reports

- RPR will furnish to CONSULTANT periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- RPR will consult with CONSULTANT in advance of scheduled major tests, inspection or start of important phases of the Work.
- RPR will report immediately to CONSULTANT and CITY the occurrence of any accident.

970 Payment Requests

- RPR will review Applications for Payment with SCDOT/Contractor for compliance with the established procedures for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requests to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

980 Certificates, Maintenance, and Operations Manuals

- During the course of the Work, RPR will verify that certificates and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT to review for forwarding to CITY prior to final payment for the Work.

990 Project Completion

- Before CONSULTANT issues a Certificate of Substantial Completion, RPR will submit to SCDOT/Contractor a list of observed items requiring completion or correction.
- RPR will observe whether the Contractor has performed inspections required by rules, regulations, ordinances, codes, or orders applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- RPR will conduct a final inspection in the company of CONSULTANT, CITY and SCDOT/Contractor and prepare a final list of items to be completed or corrected.
- CONSULTANT will observe whether all items on final list have been completed or corrected and make recommendation to the CITY concerning acceptance and issuance of the Notice of Acceptability of the Work.
- **Limitations of Authority by Resident Project Representative**:
    - RPR will not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by CITY and CONSULTANT.
    - RPR will not exceed limitations of CONSULTANT's authority as set forth in the Agreement or the Contract Documents.
    - RPR will not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers or Contractor's superintendent.
    - RPR will not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, procedures of construction, or health and safety procedures unless such advice or directions are specifically required by the Contract Documents.

- RPR will not accept Shop Drawings or Sample submittals from anyone other than SCDOT/Contractor.
- RPR will not authorize CITY to occupy the Project in whole or in part.
- RPR will not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.
- The CITY and CONSULTANT acknowledge that the Contractor will be solely responsible for all construction means and methods, including all safety and environmental procedures and programs necessary in connection with the Work and Services.

TASK 1000 – Project Closeout

1010 Record Drawings

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

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

1030 O&M Submittals

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

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system.

1050 Final Notice of Acceptability of the Work

- See Task 840 of this agreement.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the CONSULTANT will provide written notice to the CITY when the CONSULTANT deems the work to be complete and acceptable.

1060 SCDHEC Permits to Operate

- Upon CITY acceptance of the final construction, CITY will provide an Owner's Letter of Acceptance and copies of all test results. CONSULTANT will submit these documents along with an Engineer's Letter of Certification and copies of the record drawings to SCDHEC with a request for Permits to Operate for the water and sewer facilities.

TASK 1100 – Additional Services

1110 General Task

The below items are not included in this scope for this project, but the CITY may choose to amend this Agreement so that CONSULTANT may furnish additional services such as those listed below (but not limited to):

- Additional water main or sewer replacement or relocation above the 950 LF of water main of various sizes from 2 to 10 inch, 1100 LF of 8-inch gravity sewer, and 200 LF of 2-inch sewer force main.
- Additional Surveying outside original scope or for Record Drawings.
- Additional Construction Services beyond the hours and time allotted under Task 800 and Task 900 in this agreement.
- Flood Study or Flood Impact Analysis.
- Professional engineering services related to additional or extended design, bidding, and construction services.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.
- Redesign resulting from SCDOT roadway and drainage design changes.
- Additional property research and easement exhibits.
- Easement acquisition.
- Public outreach.
- Additional bidding assistance.
- Wetland delineation.
- Structural analysis and/or design.
- Material and Quality Control/Assurance Testing

Quality Control/Quality Assurance Testing for Pipe Backfill

This scope assumes the selected construction CONTRACTOR shall be responsible for quality control/quality assurance testing for pipe backfill survey in accordance with project specifications. Should additional testing be required, the CONSULTANT may provide as an amendment to this scope. Supplemental material testing tasks are identified below:

- CONSULTANT will perform one-point field proctors on an as needed basis and verify pipe backfill is meeting a minimum of 95% of maximum dry density of standard proctor in improved areas (road crossings, paved parking lot, driveway, etc.) and a minimum of 85% of maximum dry density of standard proctor in unimproved areas (ditch lines, yards, etc.) at the following intervals:

    - One test at each road crossing, paved parking area or driveway where stone or flowable fill is not used for backfill, starting at one foot of cover over pipe, testing each foot to base course elevation.
    - One test every 500 feet along the pipeline alignment in unimproved areas where stone or flowable fill is not used for backfill, starting at one foot of cover over pipe, testing each foot to base course elevation.
    - Other locations under sidewalks, roadways, or structural items as identified by the Engineer.

- This task will be charged on a per test basis and the CITY will be updated on the status of these tests on a monthly basis. Material sampling and lab testing will NOT be performed. This includes lab proctors, modified proctors for stone base, or gradation. One-point proctors will be used to determine maximum dry density as the material changes throughout the site.

- Compensation to the CONSULTANT for additional services rendered under Task 1100 shall be negotiated with the CITY. No additional services will be performed without written approval from the CITY.

ATTACHMENT A TO EXHIBIT A

RESPONSIBILITES OF THE OWNER

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

The CITY agrees to perform the following:

- Provide assistance in gaining access to water mains and sewers and water and sewer easements for which field services will be provided.
- Notify CONSULTANT of property owners who may pose problems with CONSULTANT's ability to safely gain access to manholes and assist the CONSULTANT with gaining safe access.
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by CONSULTANT and CITY.
- Provide available data as requested in the agreement.
- Upon CITY acceptance of the final construction, provide an Owner's Letter of Acceptance and copies of all test results.

EXHIBIT B

SCHEDULE

City of Columbia
CIP # WM4777 or SS7642
SCDOT Project ID No. P037535
Caughman Rd. (S-404) at Hallbrook Dr./Trailwood Ln. (S-1660) Turn Lanes, Richland County

Task Codes	Deliverable Milestones	Start Date	Due Date	Months	Contingency
	Begin Project Upon Receipt of NTP from City				
	Receipt of NTP from City		*2-Jan-24*		
	Assumed Receipt of 95% Plans from SCDOT		*?*		
	Assumed SCDOT Letting Date		*1-Jun-24*		
200	**Preliminary Planning, Investigation, Engineering and Alternative Analysis**				
	Data Collection, Field Recon and Coordination	2-Jan-24	17-Jan-24	0.5	NTP From City of Columbia
	Alternative Analysis and Route Selection	17-Jan-24	1-Feb-24	0.5	Data Collection, Field Recon and Coordination
	Coordination Meetings	1-Feb-24	16-Feb-24	0.5	Alternative Analysis and Route Selection
	30% Submittal (Prelim Design. OPCC, Prior Rights)	16-Feb-24	18-Mar-24	1	Coordination Meetings
	City Review	18-Mar-24	2-Apr-24	0.5	30% Submittal (Prelim Design. OPCC, Prior Rights)
300	**Survey and Utility Mapping**	2-Apr-24	17-May-24	1.5	City Review of 30% Submittal
400	**Geotechnical Investigation**	N/A	N/A	0	Assumes Geotech Info Provided by SCDOT will be sufficient for design
500	**Final Design**				
	60% Plan and Specification Submittal	2-Apr-24	2-May-24	1	Receipt of Survey, SUE and Geotechnical from SCDOT
	City Review of 60% Plan and Specification	2-May-24	17-May-24	0.5	60% Plan and Specification Submittal
	90% Plan and Specification Submittal	17-May-24	17-Jun-24	1	City Review of 60% Plan and Specification & Receipt of 95% Plans from SCDOT
	City Review of 90% Plan and Specification	17-Jun-24	2-Jul-24	0.5	90% Plan and Specification Submittal
	100% Project Submittal	2-Jul-24	17-Jul-24	0.5	City Review of 90% Plan and Specification
	City Review of 100% Project Submittal	17-Jul-24	1-Aug-24	0.5	100% Project Submittal
600	**Permits and Property**				
	Easements Submittal	17-May-24	2-Jun-24	0.5	Approval of 60% Plan Drawings
	Submit SWPPP and NOI to Richland County for Approval	2-Jul-24	17-Jul-24	0.5	Approval of 90% Plan Drawings
	Richland County to Review SWPPP and NOI	17-Jul-24	16-Oct-24	3	Submit SWPPP and NOI to Richland County for Approval
	Submit Construction Permit to SCDHEC for Approval	2-Jul-24	17-Jul-24	0.5	Approval of 90% Plan Drawings
	SCDHEC to Review Construction Permit	17-Jul-24	16-Oct-24	3	Submit Construction Permit to SCDHEC for Approval
	Submit Encroachment Permit to SCDOT for Approval	2-Jul-24	17-Jul-24	0.5	Approval of 90% Plan Drawings
	SCDOT to Review Permit	17-Jul-24	16-Oct-24	3	Submit Encroachment Permit to SCDOT for Approval
700	**Bidding and Award**	2-Aug-24	2-Sep-24	1	Approval of 100% Plans
800	**Engineering Services During Construction**	3-Oct-24	3-Apr-25	6	Assuming Notice to Proceed is One Month from Bidding and Award
900	**Full Time Construction Inspection**	3-Oct-24	3-Apr-25	6	Assuming Notice to Proceed is One Month from Bidding and Award
1000	**Project Closeout**	3-Apr-25	4-May-25	1	Engineering Serv. During Const. & Full Time Construction Inspection
1100	**Additional Services**	N/A	N/A	0	

EXHIBIT C

COMPENSATION

City of Columbia
CIP # WM4777 or SS7642

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of $427,288.80. This includes $247,472.40 of lump sum tasks, as well as $179,816.40.00 of hourly tasks and $0.00 of tasks billed per each. Lump sum, hourly, and per each tasks are clearly labeled in the chart below.

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

			Water, CIP # WM4777				Sewer, CIP # SS7642				Project
Task	Description	LS/Hours	Consultant	Protégé	Subs	Subtotal	Consultant	Protégé	Subs	Subtotal	Total
Task 100	Evaluation and Design Phase Admin.	Lump Sum	$20,818.20	$0.00	$0.00	$20,818.20	$20,818.20	$0.00	$0.00	$20,818.20	$41,636.40
Task 200	Prelim Planning, Inv., Eng. & Alt. Analysis	Lump Sum	$32,304.15	$0.00	$0.00	$32,304.15	$32,304.15	$0.00	$0.00	$32,304.15	$64,608.30
Task 300	Survey and Utility Mapping	Lump Sum	$6,283.75	$0.00	$13,250.00	$19,533.75	$6,283.75	$0.00	$13,250.00	$19,533.75	$39,067.50
Task 400	Geotechnical Investigation	Lump Sum	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Task 500	Final Design	Lump Sum	$33,227.60	$0.00	$0.00	$33,227.60	$33,227.60	$0.00	$0.00	$33,227.60	$66,455.20
Task 600	Permits and Property	Lump Sum	$3,862.50	$0.00	$0.00	$3,862.50	$3,862.50	$0.00	$0.00	$3,862.50	$7,725.00
Task 700	Bidding and Award	Lump Sum	$2,190.00	$0.00	$0.00	$2,190.00	$2,190.00	$0.00	$0.00	$2,190.00	$4,380.00
Task 800	Engineering Services During Construction	Hourly (NTE)	$20,230.20	$4,920.00	$0.00	$25,150.20	$20,230.20	$4,920.00	$0.00	$25,150.20	$50,300.40
Task 900	Full Time Construction Inspection	Hourly (NTE)	$25,903.20	$38,854.80	$0.00	$64,758.00	$25,903.20	$38,854.80	$0.00	$64,758.00	$129,516.00
Task 1000	Project Closeout	Lump Sum	$11,800.00	$0.00	$0.00	$11,800.00	$11,800.00	$0.00	$0.00	$11,800.00	$23,600.00
Task 1100	Additional Services	Hourly (NTE)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total of Contract		**$156,619.60**	**$43,774.80**	**$13,250.00**	**$213,644.40**	**$156,619.60**	**$43,774.80**	**$13,250.00**	**$213,644.40**	**$427,288.80**

The Engineer's requirement for Subconsultant Participation is 0.0% and Protégé Participation is 20.00%.

% of Contract to Subs	6.20
% of Contract to Protégé	20.49

Mead & Hunt Hourly Rates
Caughman Road Widening
Water & Sewer Relocations
CIP# WM4777 or SS7642

Staff Classification	Billing Rate
Principal	$303.00
Construction PM	$205.00
Senior Project Engineer	$188.00
Licensed Surveyor	$175.00
PM	$165.00
Project Engineer	$147.00
Senior Inspector	$130.00
Engineer II	$120.00
Engineer I	$107.00
Survey Crew Chief	$95.00
Survey Technician	$60.00

Exhibit D - 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)
Highfill Infrastructure Engineering, PC DUNS #: 080560074 CAGE #: 7TNP3	V016533	Eng. Services During Const., Const. Insp.	$87,549.60	20.49%	SBE	
Johnson, Mirmiran & Thompson, Inc. EIN # 52-0963531	V013914	SUE Level A Test Holes 10)	$26,500	6.20%	None	None
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

COMBINED TOTAL SUB AMOUNT $ 114,049.60
TOTAL CONTRACT AMOUNT: $ 427,288.80

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

Business Name: Mead & Hunt, Inc.

Representative Name/Title: Kevin J. Barnes, P.E.

Date: 11/27/2023

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Highfill Infrastructure Engineering, PC
Company Name

1320 Main Street, Suite 260
Physical Address

1320 Main Street, Suite 260
Mailing Address

Columbia, SC 29201
City/State Zip Code + 4

(910) 233-8095 ( )
Phone number Fax number

Ray Cox, PE Dave Johnson, PE
Primary Contact Name Secondary Contact Name

rcox@hiepc.com djohnson@hiepc.com
Primary Contact Email Address Secondary Contact Email Address

04-3791606 V016533
Federal ID # Vendor #

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

Johnson, Mirmiran & Thompson, Inc.
Company Name

140 Stoneridge Drive, Suite 600
Physical Address

140 Stoneridge Drive, Suite 600
Mailing Address

Columbia, SC 29210
City/State Zip Code + 4

(803) 626-1745 ( )
Phone number Fax number

E. Wrenn Barrett, P.E. Joe Montgomery
Primary Contact Name Secondary Contact Name

ewbarrett@jmt.com jfmontgomery@jmt.com
Primary Contact Email Address Secondary Contact Email Address

52-0963531 V013914
Federal ID # Vendor #

CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-3950

MENTOR PROTÉGÉ PROGRAM
Implementation Plan

Date: 11/27/2023

Project Name: Caughman Rd. (S-404) at Hallbrook Dr./Trailwood Ln. (S-1660)

Project #: WM4777 and SS7642

Mentor: Mead & Hunt

Protégé: Highfill Infrastructure Engineering, P.C.

Total Project Contract Amount: $427,288.80

Mentor Amount: $313,239.20

Mentor % of Total Contract: 79.51%

Protégé Amount: $87,549.60

Protégé % of Total Contract: 20.49%

Duration of the Project: 16 Months

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

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

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

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

A formal subconsultant agreement will be signed between Mead & Hunt and Highfill Infrastructure Engineering, PC (HIGHFILL) clearly defining the scope of work HIGHFILL is to provide including the contract amount and schedule. HIGHFILL's role in the project will be a portion Task 800 - Engineering Services During Construction and a portion of Task 900 - Full Time Construction Inspection.

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

The project includes construction services and inspections which will provide an opportunity to continue to develop the protégé's proficiency in construction related services. This opportunity also allows HIGHFILL to gain experience and insight in SC DOT's utility relocation efforts.

CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-3950

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

A schedule of deliverables and associated milestone dates has been established and will be agreed upon by the M-P team. Success will be demonstrated by providing quality deliverables within the agreed upon schedule and budget, while maintaining frequent team communication as the project progresses.

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

Mentor:
Key personnel includes Elizabeth Carnesale, PE (Project Manager/Permitting), Kevin Barnes, PE (Principal/Client Liaison), Jennifer Smith-Morton, PE (Design), Tony Felthous, PE (Design), and Michael Cook (Construction Inspection).

Protégé:
Key personnel includes Dave Johnson, PE (Project Manager), Patrick Timms (Construction Services) and Theresa Brophy (Administrative Support). HIGHFILL currently has the equipment, materials, and insurance to perform the project.

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

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?
Johnson, Mirmiran & Thompson, Inc.	Mead & Hunt	Mead & Hunt

Special Arrangements:
N/A

CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-3950

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

a. Description of Mentor's responsibilities on project:
Project management, engineering and design services, permitting, utility coordination, survey, bidding phase services, and construction administration and inspection.

b. Description of Protégé responsibilities on project:

Provide Construction administration and inspection services

c. Description of responsibilities that will be completed as a team:
These include construction administration and inspection services

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

Protege will be utilized during construction administration and inspection services (6 months).

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

Meetings will include kickoff meetings, meetings/calls for project management/administration coordination, and any other coordination required to meet project objectives.

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

HIGHFILL will invoice Mead & Hunt on a monthly basis on time and materials basis. Mead & Hunt will then invoice the City on a monthly basis for both HIGHFILL and Mead & Hunt.

CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-3950

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

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

EXECUTED by Mead & Hunt, Inc (Mentor Firm) this 27th day of November 2023.
Corporate SEAL

By: Kevin Barnes Digitally signed by Kevin Barnes DN: CN=Kevin Barnes Date: 2023.11.28 11:13:48-05'00'
Title: Vice President
Firm Name: Mead & Hunt, Inc.

SOUTH CAROLINA — MEAD & HUNT, INC. No. C04334 — CERTIFICATE OF AUTHORIZATION

ATTEST:
By: Tony Felthous Digitally signed by Tony Felthous DN: CN=Tony Felthous Date: 2023.11.28 12:55:43-05'00'
Title: Project Engineer

EXECUTED by Highfill Infrastructure Engineering, P.C. (Protégé Firm) this 27th day of November 2023.
Corporate SEAL

By: J. Ray Cox Digitally signed by J. Ray Cox DN: C=US, E=rcox@hiepc.com, O=HIGHFILL, CN=J. Ray Cox Date: 2023.11.28 08:01:36-05'00'
Title: J. Ray Cox, PE, Senior Vice President of Marketing
Firm Name: Highfill Infrastructure Engineering, P.C.

HIGHFILL INFRASTRUCTURE ENGINEERING, P.C. — CORPORATE SEAL 2004 — NORTH CAROLINA

SOUTH CAROLINA — HIGHFILL INFRASTRUCTURE ENGINEERING PC No. 4823 — CERTIFICATE OF AUTHORIZATION

ATTEST:
By: David P. Johnson, PE
Title: Senior Project Manager

RECOMMENDED FOR APPROVAL:
EXECUTED by the Office of Business Opportunities - Compliance on this 26th day of January 2024.

By: LaTonya B Germany

Title: Program Compliance Specialist

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Shannon Lizewski, Director***

SUBJECT: **Council is asked to approve Contract Amendment #5 to purchase additional water meters and cellular communication endpoints for Advanced Metering Infrastructure (AMI), as requested by Columbia Water on January 30, 2024. Award to Badger Meter Incorporated, in an amount not to exceed $449,360.42. The current term of the contract ends on June 30, 2024. This vendor is located in Milwaukee, WI.**

REQUISITION NO.: **R222631**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Utilities Water Distribution and Maintenance - Meters, Parts, and Supplies (5516203-625600). The current budget amount is $1,044,659.40. The budget amount for this amendment is $449,360.42. The total revised budget amount is $1,494,019.82.**

Contract Amendment #5 is requested to provide funding for additional water meters and cellular communication endpoints for new meter installations and replacements.

ATTACHMENTS:

- **#a:** Council Memo - Badger Meter 020924 AGENDA ITEM Action Item 9054 (PDF)
- #b: PO_Mod_Badger_Meter_Co (PDF)
- #c: PO_Mod_Form_Sole Source _Badger_Meter_CA#5 (PDF)
- #d: CA5_Badger_Meters (PDF)
- #a: Council Memo - Badger Meter 020924 AGENDA ITEM Action Item 9054 (PDF)

CITY OF COLUMBIA

Department of Procurement & Contracts
1800 Main St., 2nd Floor
Columbia, SC 29201 (803) 545-3470

****For Internal Use Only****

Purchase Order Modification / Change Order / Amendment Form

We Are Columbia

Solicitation #: _____ CMM Contract #: _____

Purpose - Check All That Apply

- [x] PO Change
- [ ] Emergency Procurement
- [ ] *Construction Change Order (*See Attached Construction CO for Signatures)
- [x] Sole Source Procurement
- [x] Contract Amendment

Routing Date: 01 / 30 / 2024

PROJECT DESCRIPTION: Increase and reduce contract line quantities

Form must be completed for all requested changes/ modifications for all purchase orders and contracts.

Identify Funding Source (Please check all that apply):

- [x] City of Columbia
- [ ] State of SC
- [ ] Federal
- [ ] Other

If other funding source, please specify: _____

DEPARTMENT NAME AND REQUESTOR: Water Dist. & Maint. - David Winburn

CONTRACTOR'S NAME: Badger Meter Co.

PURCHASE ORDER NUMBER: P199938 PO CHANGE ORDER # CA #5

TYPE OF CHANGE (check all applicable boxes):

- [x] Funding Increase (+) or (-) Decrease - Amount: $ 449,360.42
- [ ] Project Contingency Funds Utilized - Amount: $ _____
- [ ] Time Extension to Contract - Extension Date: _____
- [ ] Revised Scope of Work to Contract (Attach Revised Scope)
- [ ] Administrative Change: _____
- [ ] Other Change: _____
- [ ] Subcontractors & OBO Notified (if subcontractors and/or OBO goals apply to the project)

Date OBO Notified: _____

New line totals with tax

Brief Explanation/Justification: Increase/Decrease accordingly: Line 1 = $521,197.36, Line 2 = $42,918.83, Line 3 = 9,468.27, Line 4 = $28,472.62, Line 8 = $185,040.00, Line 10 = $198,396.80, Line 11 = $25,280.16, and Line 15 = $245,106.84. Memo for Justification attached. Summarized justification: Increased lead times, 30% increase in meter taps, and 4 & 6" E-Series warranty replacements.

Current PO Amount: $ 1,044,659.40 Requested Amount: $ 449,360.42 Revised PO Amount: $ ~~1,493,922.44~~ $1,494,019.82

Accounting Information on Original PO: ORG 5516203 OB J 625600 (Required)

Funding/Account Info for Change Order: ORG 5516203 OB J 625600 (Required)

List any special instructions if transfers are needed from another account for this Change Order (Include ORG/OBJ codes): _____

Note: The appropriate Account Verifiers for each Department must review all change orders prior to routing for approvals.

Division/Department ($0.00 - $5,000.00):

Recommended for Approval: _____ Water Supv. 1-30-24
(Signature & Title) (Date)

Assistant City Manager (ACM) Approval ($5,000.01 - $25,000.00; Sign All Contract Amendments):

Recommended for Approval: _____ 1/30/24
(Signature) (Date)

****Route this form to the Procurements & Contracts Department**

For **Director of Procurement & Contracts Approval:** City Manager Approval Needed Yes or No

Recommend for Approval: _____ 2/6/2024
(Signature) (Date)

City Manager Approval:

Recommend for Approval: _____
(Signature) (Date)

APPROVED AS TO FORM
Legal Department City of Columbia, SC
2/16/2024

All PO Mod Form increases $50,000.00 or greater must be approved by City Council. Date approved by City Council: _____

A copy of the final City Council minutes must be maintained with the purchasing file.

See code of ordinance: Sec. 2-207. - Award of contracts. (a) The city manager may reject or approve bids and purchase agreements and award contracts in accordance with established procurement regulations, provided that contracts in excess of up to and including $50,000.00 shall be approved by the city council prior to award.

PO P199938 BADGER METER CO. - MODIFICATION #1 CALCULATIONS

Meter Size	Model	Contract PO P199938 Price	Org. Qty On P199938	Line # on P199938	Org. Funds On P199939	Av. Qty On P199938	Funds Av. On P199938	PO Mod Inc. Qty	PO Mod Inc.	Notes	New PO Line Total
5/8" x 3/4"	M25	$ 180.47	2600	1	$ 469,222.00	0	$ -	288	$ 51,975.36		$ 521,197.36
1"	M55	$ 239.77	120	2	$ 28,772.40	25	$ 5,994.25	59	$ 14,146.43		$ 42,918.83
1-1/2"	M120	$ 450.87	60	3	$ 27,052.20	45	$ 20,289.15	*-39*	$ (17,583.93)	*Reduce this line down to a qty of one*	$ 9,468.27
2"	M170	$ 618.97	40	4	$ 24,758.80	30	$ 18,569.10	6	$ 3,713.82		$ 28,472.62
3" (x12" length)	E-Series	$ 1,746.10	1	5	$ 1,746.10	1	$ 1,746.10	*0*	$ -		$ 1,746.10
3" (x17" length)	E-Series	$ 1,811.31	6	6	$ 10,867.86	6	$ 10,867.86	0	$ -	*Blank Read's Qty is based on 6 out 12 have been replaced and sent back RMA 00744188*	$ 10,867.86
4" (x14" length)	E-Series	$ 2,247.85	1	7	$ 2,247.85	1	$ 2,247.85	*0*	$ -		$ 2,247.85
4" (x20" length)	E-Series	$ 2,313.00	30	8	$ 69,390.00	5	$ 11,565.00	50	$ 115,650.00	*Blank Read's Qty is based on 1 out 36 have been replaced and sent back RMA 00744188.* *17 out of Qty to Order are blank read replacments that have happened or are pending*	$ 185,040.00
6" (x18" length)	E-Series	$ 2,788.64	1	9	$ 2,788.64	1	$ 2,788.64	*0*	$ -		$ 2,788.64
6" (x24" length)	E-Series	$ 2,834.24	25	10	$ 70,856.00	5	$ 14,171.20	45	$ 127,540.80		$ 198,396.80
8" (x20" length)	E-Series	$ 3,160.02	1	11	$ 3,160.02	1	$ 3,160.02	7	$ 22,120.14		$ 25,280.16
6" x 2"	FSAA	$ 11,427.19	1	12	$ 11,427.19	1	$ 11,427.19	*0*	$ -		$ 11,427.19
8" x 2"	FSAA	$ 14,795.94	1	13	$ 14,795.94	1	$ 14,795.94	*0*	$ -		$ 14,795.94
10" x 2"	FSAA	$ 19,321.07	1	14	$ 19,321.07	1	$ 19,321.07	*0*	$ -		$ 19,321.07
Cell. Comm. Endpoints	Orion M Orion C	$ 97.73	1500	15	$ 146,595.00	0	$ -	1008	$ 98,511.84	*Qty to Order is based on deducting the 203 RMA EPs est. to arrive Feb. 2024*	$ 245,106.84
EP Guard Kit		$ 155.54	100	16	$ 15,554.00	60	$ 9,332.40	*0*	$ -		$ 15,554.00
Register only, 5'	R4	$ 71.67	600	17	$ 43,002.00	600	$ 43,002.00	*0*	$ -		$ 43,002.00
Register only, 25'	R4	$ 71.67	24	18	$ 1,720.08	24	$ 1,720.08	*0*	$ -		$ 1,720.08
Freight/Handling		$ 1.00	4000	19	$ 4,000.00	4000	$ 4,000.00	*0*	$ -		$ 4,000.00
					$967,277.21		**$ 194,997.85**		**$ 416,074.46**		**$ 1,383,351.67**

8% SC sales tax	*$ 77,382.19*	*$ 33,285.96*	*$ 110,668.15*
Total w/ 8% SC sales tax	**$ 1,044,659.40**	**$ 449,360.42**	**$ 1,494,019.82**

T/I - Transferred/Issued

BUDGET TRANSFER REQUEST

We Are Columbia

Budget Office Use	
Date Rcvd:	
Date Entered:	
Batch:	
Posted by:	

DIVISION: Water Distribution & Maintenance **DATE:** 01/24/24

DEPARTMENT: Utility Operations

REQUESTED BY: David Winburn

PHONE NUMBER: 803-545-3896

TRANSFER TO

ACCOUNT NUMBER	OBJECT CODE	OBJECT CODE DESCRIPTION	AMOUNT
5516203	625400	SIGNS	$7,000
5516203	625600	METERS, PARTS & SUPPLIES	$100,000
5516203	627500	COMPUTER EQUIPMENT, HAR	$3,000
5516203	632170	LOUD BASED SOFTWARE SOLUTION	$1,200
5516203	658500	AUTOS & TRUCKS	$100,000
		TOTAL	$211,200

TRANSFER FROM

ACCOUNT NUMBER	OBJECT CODE	OBJECT CODE DESCRIPTION	AMOUNT
5516203	638200	MAINTENANCE & SERVICE C	$7,000
5516203	638200	MAINTENANCE & SERVICE C	$100,000
5516203	638200	MAINTENANCE & SERVICE C	$3,000
5516203	638200	MAINTENANCE & SERVICE C	$1,200
5516203	638200	MAINTENANCE & SERVICE C	$100,000
		TOTAL	$211,200

EXPLANATION FOR BUDGET TRANSFER(S):

Budget Transfer needed to balance account and future purchases.

APPROVAL:

Division Head: _____ DATE 1/24/24

Department Head - Required: W.F. Edwards DATE 1/25/24

Budget Director - Required: _____ DATE _____

FOR BUDGET OFFICE USE ONLY

Assistant City Manager - If Required: _____ DATE _____

City Manager - If Required: _____ DATE _____

Form BTR18

Revised 3/2018

QUANTITY OF METERS TRANSFERRED TO CREWS & ISSUED TO CONTRACTORS

FY	5/8"x3/4"	1"	1-1/2"	2"	3"	4"	6"	8"	10"
22/23	2662	71	14	33	5	27	31	7	0
23/24 (7/1 - 1/29)	1763	100	21	34	8	41	57	5	0

Contract Amendment #5

AMI Meters, Fire Service Assembly Meters, Registers,
Endpoints, and Endpoint Guard Kits

Sole Source Agreement

Badger Meter, Inc.

February 6, 2024

Description of Change: Request change in Sole Source Agreement dated September 21, 2022 (Agreement) for services between the City of Columbia (City) and Badger Meter, Inc. (Vendor) to provide funding in the amount of $449,360.42 for additional meters and cellular communication endpoints.

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

This Change is Acceptable:

Name of Firm
Badger Meter, Inc.

Charla D. Dury
Assistant Secretary and Proposal Lead
Print Name

Signature

02/29/2024
Date

City of Columbia
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date Witness

APPROVED AS TO FORM
Legal Department City of Columbia, SC
2/16/2024

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **ZONING MAP AMENDMENT for 480 S. Pickens Street, TMS#11212-06-06**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **No**

PURPOSE:

Ordinance No.: 2023-133 - Amending the Official Zoning Map to modify the zoning for 480 S. Pickens Street, Richland County TMS# 11212-06-06

Council District: 3

Proposal: Request to rezone the property from Employment Campus District (EC) in the Airport Safety Overlay District (OV-A) to Residential Mixed District (RM-2) in the Airport Safety Overlay District (OV-A)

Applicant: Jeff Koon, Cirrus Living 001, LLC

Staff Recommendation: Approval

PC Recommendation: 11/9/2023; Approval (7-0)

First reading approval was given on February 20, 2024.

ATTACHMENTS:

- **#a:** ZMA_2023-0016_480 Pickens_ZPH updated (PDF)
- #b: 2023-133 - Zoning Map Amendment to Rezone 480 S. Pickens Street (PDF)
- #c: Zoning Map (PDF)

HISTORY:

02/20/24 **Columbia City Council** **APPROVED ON FIRST READING.**

Mr. Toby Ward

Mr. Jeff Koon

Mr. Jim Bowie

Mr. Jesse Burke

CITY COUNCIL

February 20, 2024 at 4:00pm
City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

Zoning Map Amendment Case Summary
480 S. Pickens St.
TMS# 11212-06-06

Council District:	3
Proposal:	Request to rezone the property from Employment Campus District (EC) in the Airport Safety Overlay District (OV-A) to Residential Mixed District (RM-2) in the Airport Safety Overlay District (OV-A)
Applicant:	Jeff Koon, Cirrus Living 001, LLC
Staff Recommendation:	Approval
PC Recommendation:	11/9/2023; Approval (7-0)
ZPH, 1ST Reading:	2/20/2024; Pending
2nd Reading:	3/5/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.67 Ac
Current Use: Vacant
Proposed Use: Residential townhomes
Land Use Classification: Employment Campus (EC)
Current Zoning: Employment Campus District (EC) in the Airport Safety Overlay District (OV-A)
Proposed Zoning: Residential Mixed District (RM-2) in the Airport Safety Overlay District (OV-A)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use classification for the subject property is Employment Campus (EC) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Refer to attached land use classification description.

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

The subject property is located within the study area of the *Rosewood Corridor & Neighborhood Plan* (2012). The plan proposed a future land use of Single-Family Small Lot (Ch. 4, pg. 30, Map 4.2). The property is not

located within the area identified as a potential design overlay (Ch. 4, pg. 32, Map 5.7). In general, the Plan discusses the need for walkability and improved/maintained tree canopy within Rosewood.

PROPOSED ZONING DISTRICT SUMMARY

The subject property currently has base zoning of Employment Campus District (EC). The properties to the north and west have a base zoning of Residential Mixed District (RM-2). Adjacent properties to the east and south have a base zoning of Employment Campus District (EC).

The proposed zoning district is Residential Mixed District (RM-2).

Refer to attached zoning district classification descriptions.

STAFF RECOMMENDATION

The proposed rezoning request would be considered a downzoning, since the zoning classification would be going from a district that allows commercial uses to a district that allows only residential uses. Staff finds that the proposed zoning classification of RM-2 is consistent with the adopted area plan and with the future land use classification and recommends approval of the request.


SOUTHWOOD DR
PINEWOOD DR
FULTON ST
ROSEWOOD DR
S SALUDA AVE
S WACCAMAW AVE
ETIWAN AVE
GRAYMONT AVE
DREHER ST
S BULL ST
OCEOLA ST
Subject Property
ROSEWOOD HILLS DR
S PICKENS ST
S GREGG ST
S EDISTO AVE
KENNEDY ST
SUPERIOR ST
HOLT DR
ROYSTER ST
WILLEY ST
BAY ST
MITCHELL ST
KINGSWOOD DR
CORNING RD
HOWE ST
EASY ST
ANDREWS RD

Future Land Use

480 South Pickens Street, TMS# 11212-06-06
Future Land Use: Employment Campus (EC)



Planning & Development Services Department

Created by: swhudson Date: 10/24/2023

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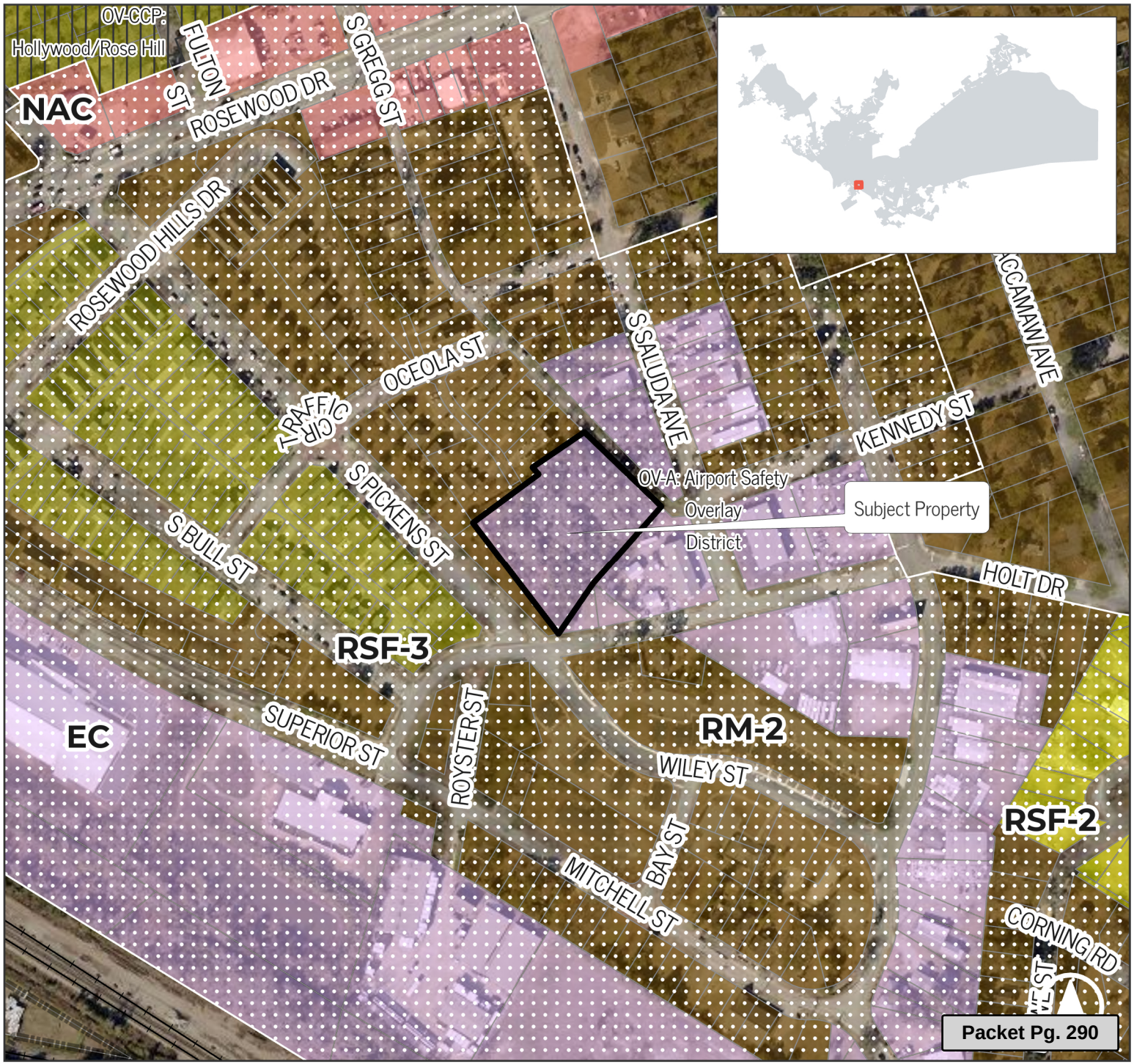
Zoning

480 South Pickens Street, TMS# 11212-06-06
Current Zoning: Employment Campus (EC)
Proposed Zoning: Residential Mixed (RM-2)



Legend

- NAC: Neighborhood Center/Corridor
- RSF-3: Residential Single Family - Small Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RM-2: Residential Mixed
- EC: Employment Campus District
- OV-CCP: Community Character Protection Overlay Districts
- OV-A: Airport Safety Overlay District
- Parcels
- City Limits

0 200 400 Feet

Planning & Development Services Department

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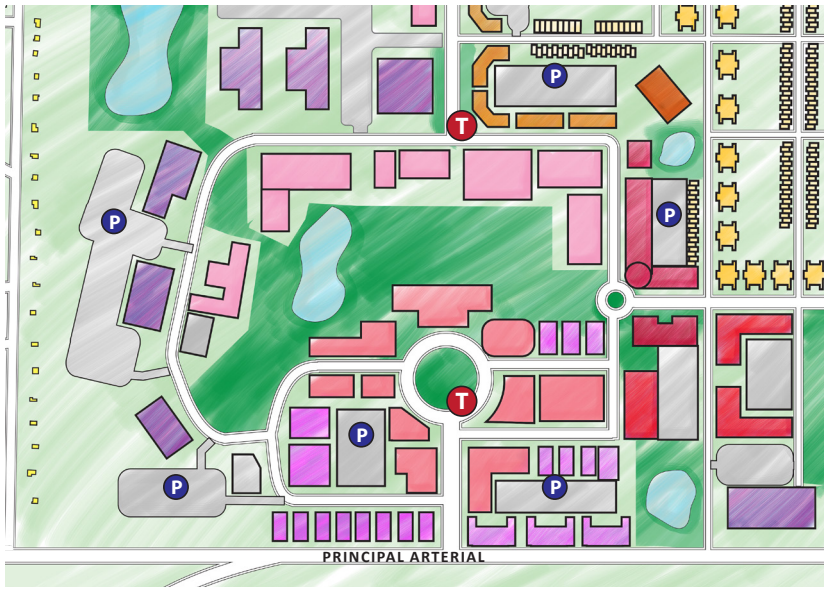
Existing Future Land Use Classification

Development Types

EMPLOYMENT CAMPUS (EC)

These are areas dedicated to concentrations of employment uses, including professional services, research and development, and light production facilities. They are often designed in parks, with internal street networks, extensive green spaces, and large format buildings. These campuses are most often found at the urban edge and require large tracts of land. These campuses are comprised primarily of office buildings, including corporate offices, medical or professional offices, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill with more supporting uses, such as multi-family residential or retail/entertainment uses, is encouraged, with access to multimodal transit stops in and near the employment campus.



P parking T transit

EC BUILDING TYPES/LAND USES

PRIMARY TYPES

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

SECONDARY TYPES

- Multi-family Mixed-use Medium & High-rise
- Parking Structures

TERTIARY TYPES

- Single-family Attached
- Multi-family Small to High-rise
- Commercial Small to Extra Large
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

EC DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way may be organized in a curvilinear or rectilinear grid, creating blocks of different types. Sidewalks and trails are provided throughout the campus, with special attention to connections to transit centers and individual buildings.
- Subdivision of lots is semi-regular, but flexible enough to accommodate various building/parking configurations for large format uses.
- Buildings address the street, and may be built near the sidewalk or in the center of lots depending on the intensity and design of the campus.
- Parking may be provided in shared surface lots or parking structures. Structured parking is strongly encouraged to increase capacity of employment campuses.
- Large linear or community scale opens paces or parks are an integrated component of these developments. As development intensity increases, more urban open spaces may be included, such as plazas and greens.
- Architecture is large to very large scale, with four to six stories being typical. High-rises may be appropriate, especially when mixed-use buildings are included.



Existing Zoning District

EC: Employment Campus District

Purpose

The purpose of the Employment Campus (EC) District is to provide lands that accommodate a mix of employment, research and development, and light industrial development, with an expectation of high quality design, typically within a campus setting.

Development allowed in the EC District includes office, institutional, light industrial, research, and similar employment uses. Allowed uses include trade schools, offices, research and medical laboratories, and medium-intensity manufacturing, as well as uses such as multi-family dwellings, restaurants, and retail sales and services that are supportive of principal employment-based uses.

Intensity and Dimensional Standards

Standard	Multi-Family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	N/A
Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	75	
Density, max. (du/acre)	N/A	
Front Yard Setback, min. (ft.)	15	
Side Yard Setback, min. (ft.)	5	
Rear Yard Setback, min. (ft.)	10	
Building Height, max. (ft.)	75	

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

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Dwelling, live -work

Dwelling, mixed-use

Dwelling, multifamily

Dwelling, townhouse

Continuing care Community (CCRC)[1]

Residential care facility[2]

Broadcasting studio

Newspaper or periodical publishing establishment

Community recreation center

Cultural facility

Day care facility

Government office

Library

Membership organization facility

Place of worship[1]

Public safety facility

Social services facility

College or university

Elementary, middle, or high school

School, business or trade

Hospital

Laboratory, medical or dental

Medical or dental clinic/office

Nursing care facility

Park or greenway[1]

Park and ride

Parking lot[1]

Parking structure[1]

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

EC: EMPLOYMENT CAMPUS

Passenger terminal, surface transportation

Utility facility, major[2]

Utility facility, minor

Animal shelter

Kennel[1]

Veterinary hospital or clinic[1]

Laboratory, testing or research

Linen or uniform supply

Self-service storage[1]

Sign fabricating establishment

Eating establishment only[1]

Eating and drinking establishment, Type 1[1]

Eating and drinking establishment, Type 2[2]

Funeral home or mortuary

Business/Professional office

Contractor's office

Bank, retail

Beauty salon or barbershop

Body piercing or tattoo establishment[1]

Dry cleaning pick-up[1]

Laundry, coin-operated

Nail salon

Repair of personal goods

Car wash

Banquet hall

Recreation facility, indoor, not elsewhere listed

Recreation facility, outdoor, not elsewhere listed

Building supplies and equipment store

Consumer goods store

Convenience store[2]

Farmers' market

Grocery store or food market

Liquor store[2]

Gasoline sales and service station[1]

Personal vehicle repair and maintenance[1]

Personal vehicle sales and rentals[1]

Vehicle paint and finishing shop

Hotel or motel

Agriculture and forestry uses, not elsewhere listed

Community garden[1]

Crop production and processing

Warehouse distribution and storage

Wholesale sales, not elsewhere listed

Manufacturing, assembly, or fabrication, light

Manufacturing, assembly, or fabrication, medium

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Proposed Zoning District

RM-2: Residential Mixed District

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.

Intensity and Dimensional Standards

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

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Cottage neighborhood development

Dwelling, live-work[1]

Dwelling, multifamily

Dwelling, single-family detached

Dwelling, townhouse

Dwelling, two-family

Community recreation center

Cultural facility[2]

Day care facility[1]

Library

Place of worship[2]

Public safety facility

Elementary, middle, or high school[2]

Arboretum or botanical garden[2]

Cemetery[2]

Park or greenway[1]

Utility facility, major[2]

Utility facility, minor

Dry cleaning pick-up[1]

Grocery store or food market[2]

Community garden[1]

Crop production and processing[2]

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2023-133

Amending the Official Zoning Map to modify the zoning for 480 S. Pickens Street, Richland County TMS# 11212-06-06

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 480 S. Pickens Street, Richland County TMS# 11212-06-06; 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 _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 480 S. Pickens Street, Richland County TMS# 11212-06-06 and as shown in Attachment A, is hereby rezoned from Employment Campus (EC) in the Airport Safety Overlay District (OV-A) to Residential Mixed District (RM-2) in the Airport Safety Overlay District (OV-A). 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:

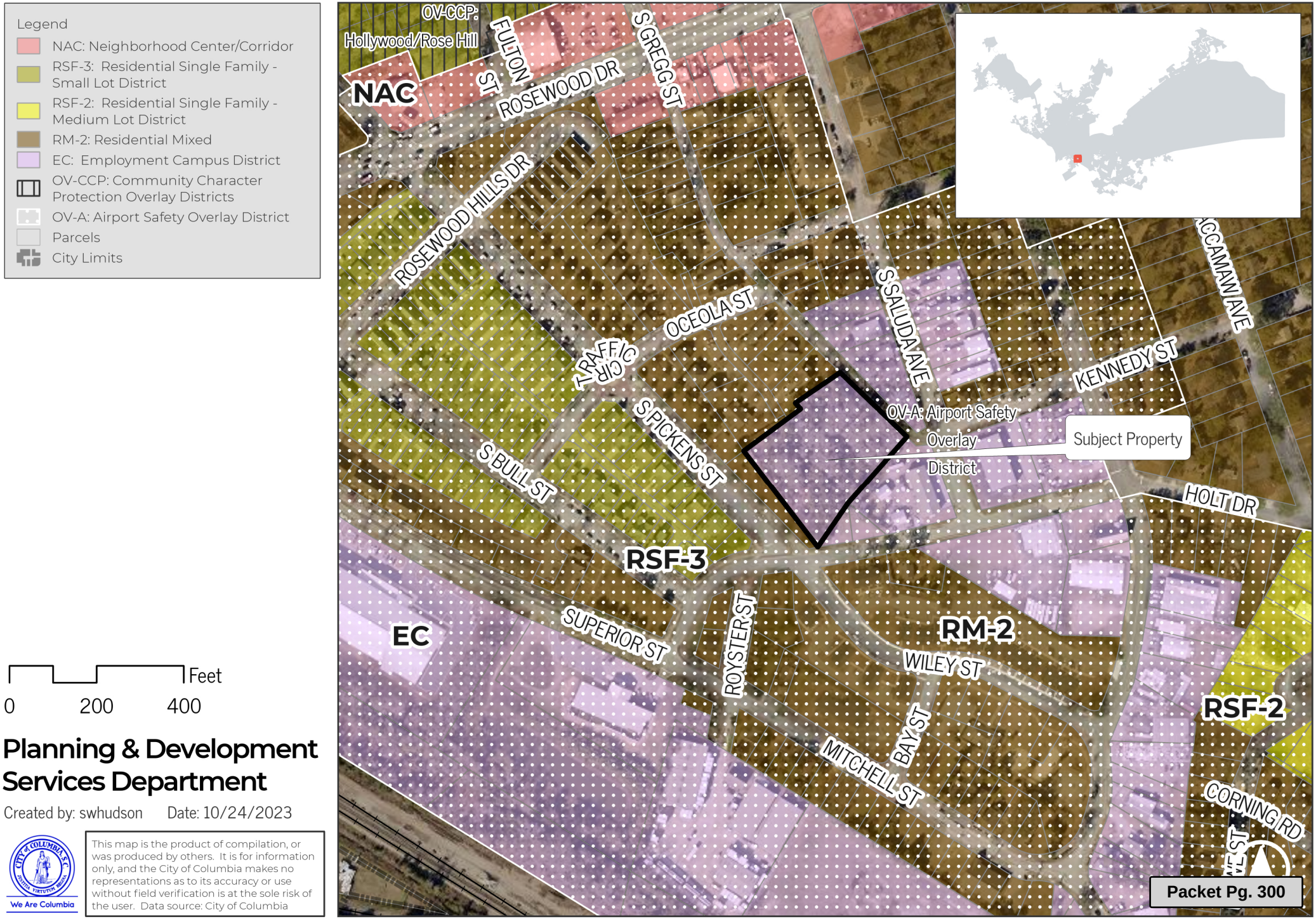
_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Zoning

480 South Pickens Street, TMS# 11212-06-06
Current Zoning: Employment Campus (EC)
Proposed Zoning: Residential Mixed (RM-2)



Planning & Development Services Department

Created by: swhudson Date: 10/24/2023

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We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2076 County Line Trail and 7 acre portion of County Line Trail; TMS#31700-01-04 and 28900-01-34**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **No**

PURPOSE:

Ordinance No.: 2024-007 - Annexing 2076 County Line Trail and 7 acre portion of County Line Trail, Richland County TMS # 31700-01-04 and TMS # 28900-01-34 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property, assign land use classification of Urban Edge Residential
Small Lot (UER-1) and assign zoning of Planned Development District (PD), portions within the
Floodplain Overlay District (OV-FP) and the Floodway Overlay District (OV-FW), for a pending annexation. The property is currently classified as neighborhood (Medium Density) and zoned Light Industrial (M-1) and Planned Development District (PDD) by Richland County.

Applicant: Mulberry Hall Properties, LLC and Leicestershire Properties, LLC

Staff Recommendation: Approval

PC Recommendation: 1/11/2024; Approval (6-0)

First reading approval was given on February 20, 2024.

ATTACHMENTS:

- **#a:** ANNEX-2023-0027_CountyLine_Ellington_ZPH_Packet (PDF)
- #b: 2024-007 - Annex and Incorporate 2076 County Line Trail (PDF)
- #c: CountyLine2076_Petition (PDF)
- #d: CountyLine_7ac_Petition (PDF)
- #e: Burke_480_S_Pickens_Street_Email (PDF)
- #f: Burke_480_S_Pickens_Map (PDF)

HISTORY:

02/20/24	**Columbia City Council**	**APPROVED ON FIRST READING.**

CITY COUNCIL

February 20, 2024 at 4:00pm
City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
2076 County Line Trail and 7 acres County Line Trail; TMS# 31700-01-04 and 28900-01-34

Council District:	4
Proposal:	Request to annex the property, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Development District (PD), portions within the Floodplain Overlay District (OV-FP) and the Floodway Overlay District (OV-FW), for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Light Industrial (M-1) and Planned Development District (PDD) by Richland County.
Applicant:	Mulberry Hall Properties, LLC and Leicestershire Properties, LLC
Staff Recommendation:	Approval
PC Recommendation:	1/11/2024; Approval (6-0)
ZPH, 1ST Reading:	2/20/2024; Pending
2nd Reading:	3/5/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 82.07 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Light Industrial (M-1) and Planned Development District (PDD)
Proposed City Zoning: Planned Development District (PD), portions within the Floodplain Overlay District (OV-FP) and the Floodway Overlay District (OV-FW)
Census Tract: 114.07 (Richland) and 9709.08 (Kershaw)

DETERMINATION FOR CITY SERVICES

The following determinations are an estimate of the benefits and costs associated with the annexation of the subject property:

Police
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 residential subdivision would be **approximately $35,000 per year,** based on calls to similar 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
The Solid Waste Division provides service in other phases of this proposed subdivision, however the recent and significant growth in this part of the City means that this would be another big impact on Solid Waste's service capability. **The approximate cost to provide Solide Waste services to a single-family residence is $225 a year**.

Engineering
Because water lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation. This property is within the Palmetto Utilities (SouthWest Water Company) sewer service area.

Water Customer Care
The property is currently undeveloped and any new construction would create new customers, who will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services
We recommend approval of the annexation of this property, which is within a Secondary Area as designated within the Urban Service Area plan. The current plans for the property are to develop a single-family residential subdivision of approximately 200 lots; phase 3 of the Ellington subdivision that is already within the City limits. At build-out, the estimate real estate tax revenue generated for the City would be **approximately $230,000 per year** based on anticipated taxable value of this development.

* Estimated City Tax Revenue is based on **2023 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 than this number, 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 .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Secondary Area" in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area
The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Secondary Area
Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include "higher value" properties where annexation could prove beneficial to revenues.

Annexation within *Secondary Areas* should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Residential Small Lot (UER-1). The property is currently designated as Neighborhood (Medium Density) by Richland County.

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land uses.

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

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

PROPOSED ZONING DISTRICT SUMMARY

The properties are currently zoned Light Industrial (M-1) and Planned Development District (PDD) by Richland County. Adjacent parcels within the City of Columbia are currently zoned Planned Development District (PD) to the west and northwest. Adjacent parcels in unincorporated Richland County are currently zoned Planned Development District (PDD) to the north and Light Industrial (M-1) to the south across Interstate 20. The adjacent parcel in Kershaw County, to the east, is zoned Rural Resource District (RD-2).

The proposed City of Columbia zoning district is Planned Development District (PD), portions within the Floodplain Overlay District (OV-FP) and the Floodway Overlay District (OV-FW), and the parcel formerly zoned Richland County M-1 will be added to the Woodcreek Farms General Development Plan.

Refer to attached zoning district descriptions for more information on the proposed City of Columbia zoning.

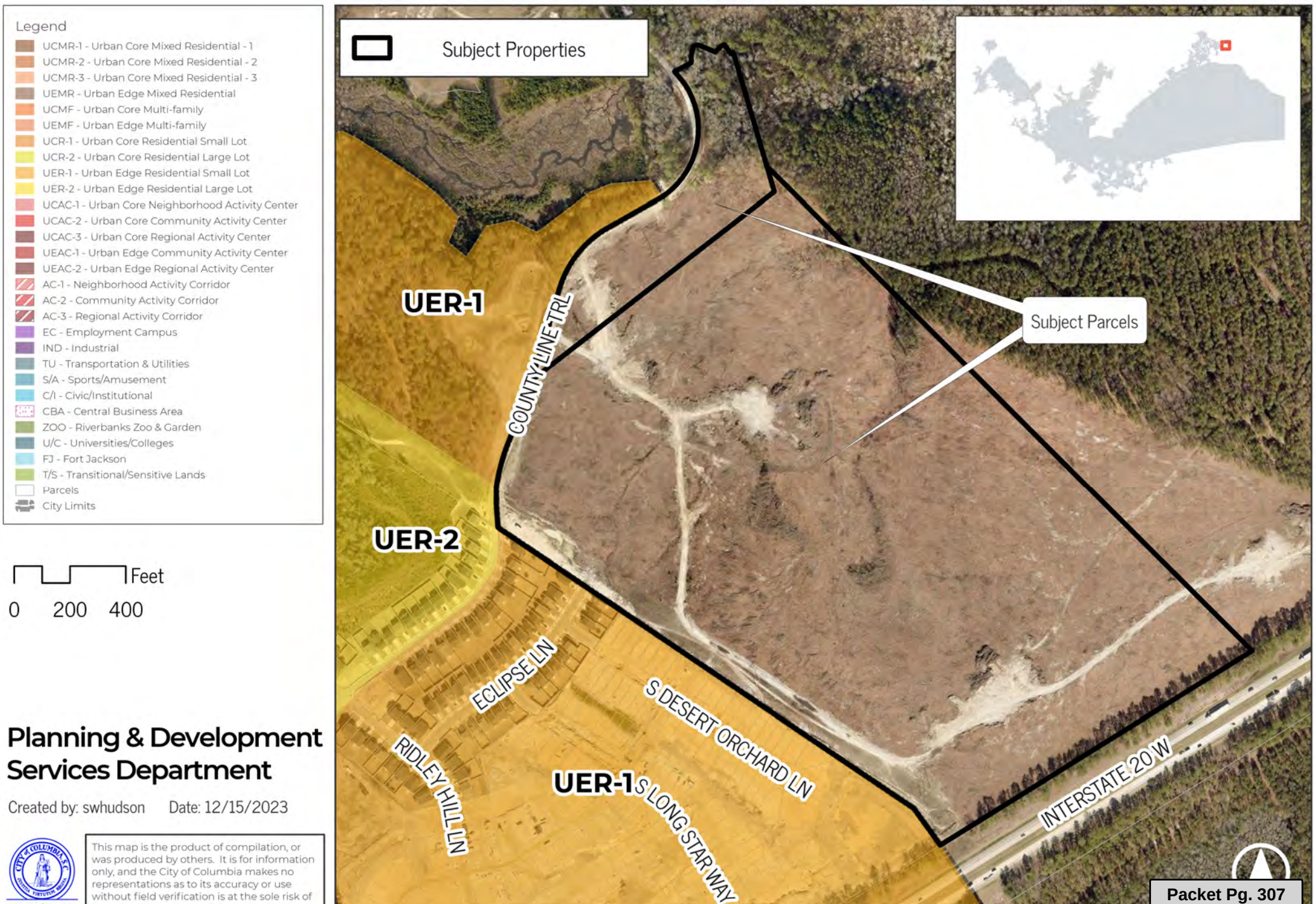
STAFF RECOMMENDATION

Staff recommends the assignment of future land use classifications of Urban Edge Residential Small Lot (UER-1) and zoning of Planned Development District (PD), portions within the Floodplain Overlay District (OV-FP) and the Floodway Overlay District (OV-FW), at the time of annexation.


Subject Properties
COUNTY LINE TRL
OLLIVANDER LN
ECLIPSE LN
S DESERT ORCHARD LN
CRESCENT CORNER DR
YELLOW DWARF LN
RIDLEY HILL LN
SANDY OAKS RD
INTERSTATE 20 W
INTERSTATE 20 E

Future Land Use

2076 County Line Trail; TMS# 31700-01-04 and 28900-01-34
Current Richland Co. Future Land Use: Neighborhood (Medium Density)
Proposed City Future Land Use: Urban Edge Residential Small Lot (UER-1)



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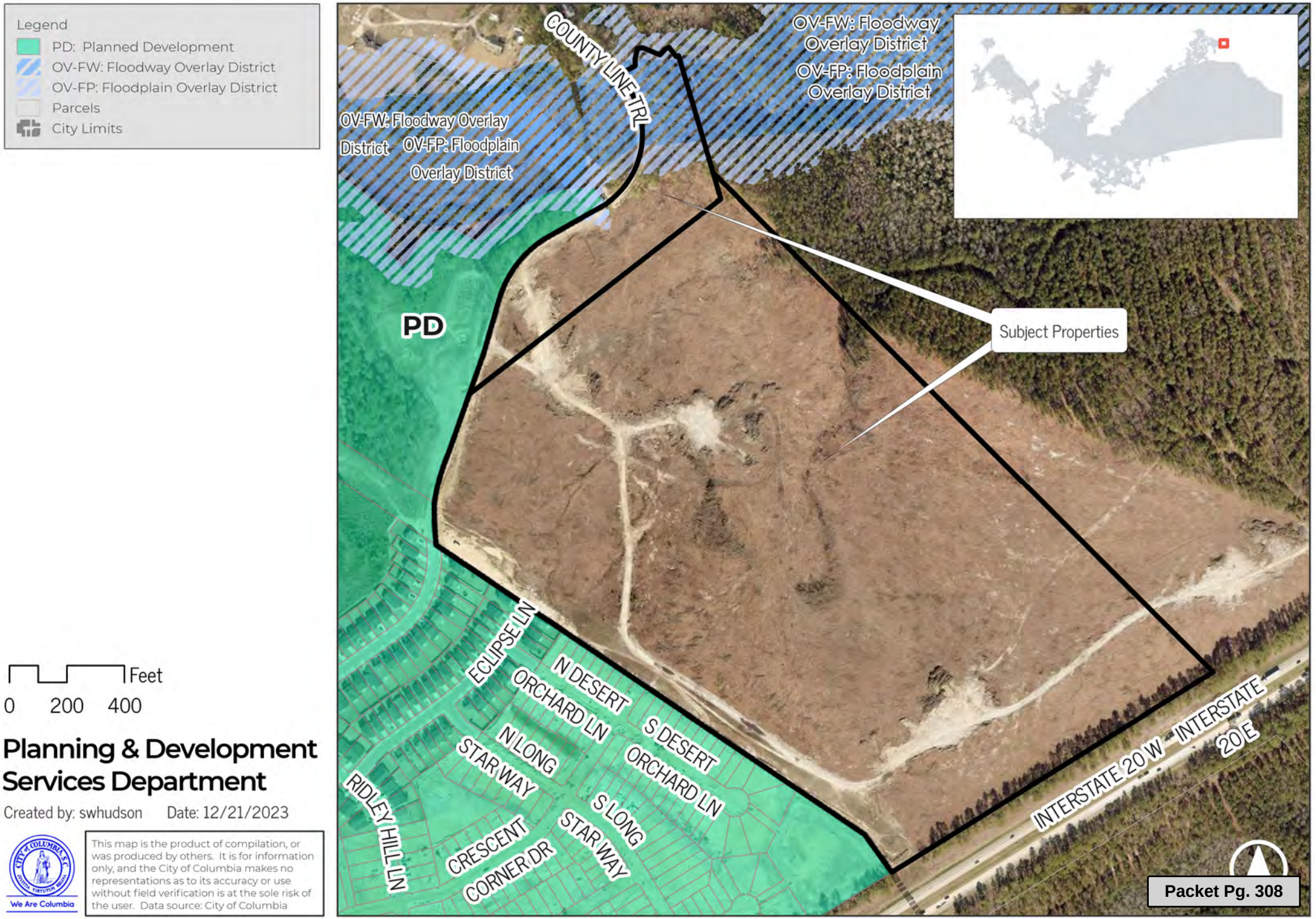
Zoning

2076 County Line Trail; TMS# 31700-01-04 and 28900-01-34
Current Richland Co. Zoning: M-1 and PDD
Proposed City Zoning: PD, portions within OV-FP and OV-FW



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Current Future Land Use Classification

NEIGHBORHOOD (MEDIUM-DENSITY)

Land Use and Character

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.



Desired Development Pattern

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.



Transportation

Upgrades to arterial and collector roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. Subdivisions should be designed to provide vehicular, bicycle, and pedestrian access and connectivity throughout, either through conventional sidewalks or through greenway and trail access.

Recommended Land Uses

Primary Land Uses: Single-family detached houses, duplexes, townhomes

Secondary Land Uses: Multi-family development, neighborhood serving services, such as small scale drycleaners, professional offices, coffee shops, bakeries and restaurants, drug-stores, and convenience stores should be located within Neighborhood Activity Centers or may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. These land uses should not result in strip commercial development or fragmented "leapfrog" development patterns along corridors. Places of worship, public or private parks, and public recreation facilities are also appropriate uses. These uses should be integrated to better serve surrounding residential properties through pedestrian access, and mitigation of any noise, light, or traffic impacts on neighborhoods.

Policy Guidance

1. Neighborhood densities should be based on allowing higher densities that include single-family attached housing near major corridors and activity centers and lower densities that include only single-family detached housing near open space developments, low-density residential, and rural areas.
2. Master planning of neighborhoods is encouraged and should include neighborhood parks and open spaces as part of the development program. A mix of housing types is encouraged within individual developments. Neighborhood scale commercial centers are also an appropriate amenity to include in master planned developments.
3. Traditional neighborhood designs should be facilitated by development of a new zoning district that allows for a mix of housing types and lot sizes within a single development.
4. Developments should connect to adjacent neighborhoods and commercial/employment areas, and be supported by multiple modes of transportation.
5. The protection of mature tree canopy is encouraged for areas surrounding developments and on private residential lots, as feasible.

6. Environmentally sensitive areas, such as floodplains, wetlands, and lands along creeks and surface waters should be protected or developed using best management practices to maintain the areas green infrastructure system, and to ensure long-term water quality. Providing public recreational access to these features, as feasible, is preferred.

Relevant Plans

Broad River Road Corridor and Neighborhood Master Plan, Candlewood Master Plan, Crane Creek Master Plan, Lower Richland Community Strategic Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area

Priority Investment Areas

#2 Ballentine at Dutch Fork Road, Marina, and Broad River Road, Portion of #5 I-20 Fairfield Interchange, Portion of #9 Decker Boulevard and Two Notch Road, Portion of #8 I-77 Farrow Road Interchange

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

RS-LD, RS-MD,MH,PDD

Proposed Future Land Use Classification

Development Types

URBAN EDGE RESIDENTIAL SMALL LOT (UER-1)

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.



UER-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

TERTIARY TYPES

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

See matrix for appropriate park/open space types.

Development Types

UER-1 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 ranging between 2,500 square feet and 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 less 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.



Proposed Zoning District

(c) PD-#: Planned Development District

(1) Purpose

The purpose of the Planned Development (PD) District is to encourage integrated and well-planned mixed-use development in locations throughout the City. A range of residential and nonresidential uses are allowed, with the intent of providing a variety of housing options and mutually-supportive nonresidential uses that serve the residents and the surrounding neighborhood.

Substantial flexibility is provided, with an expectation that development quality will surpass what is otherwise achievable through the base zoning district. District standards shall support the efficient use of land and resources, protect natural features and the environment, promote greater efficiency in providing public facilities and infrastructure, and mitigate potential adverse impacts on surrounding development.





(2) Intensity and Dimensional Standards

Standard	Requirement
Lot Area, min. (sf.)	To be established in PD Plan and PD Agreement document as set forth in Sec. 17-2.5(d), Planned Development.
Lot Width, min. (ft.)	
Lot Coverage, max. (% of site area)	
Density, max. (du/acre)	
Intensity, max. (sf)	
Front Yard Setback, min. (ft.)	
Side Yard Setback, min. (ft.)	
Rear Yard Setback, min. (ft.)	
Building Height, max. (ft.)	
Other intensity and dimensional standards	

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

(3) Use Standards

The specific uses that may be developed in the specific PD zoning district, together with any standards that apply to specific uses, shall be identified in the PD Plan.

a. Principal Uses

The following uses are not allowed in a PD zoning district:

1. Mobile home park;

2. Dormitory, private;

3. Correctional facility;

4. Zoo;

5. College or university;

6. Hospital;

7. Airport;

8. Railroad facility;

9. Solar energy conversion system (large scale);

10. Animal shelter;

11. Laboratory, testing or research;

12. Self-service storage facility;

13. Sign fabrication establishment;

14. Crematory;

15. Sexually-oriented business;

16. Building supplies store;

17. Commercial vehicle sales and rentals;

18. Personal vehicle sales and rentals;

19. Vehicle towing and wrecker service;

20. Uses in the Agriculture and Forestry use categories;

21. Uses in the Industrial use classification; and

22. Any use that the Zoning Administrator determines to be part of , or substantially similar to, a use type, use category, or use classification listed in this subsection using the standards in Sec. 17-9.3(b), Interpretation of Unlisted Uses.

b. Accessory Uses and Structures

Accessory uses and structures within a PD district shall be subject to the standards in Sec. 17-4.3(c), General Standards for All Accessory Uses and Structures.

(4) District-Specific Development Standards

Development in a PD district shall comply with the following standards.

a. Use mixing

A PD district shall provide a mix of residential and nonresidential uses.

b. Building Types

A PD district shall provide a mix of building types, when feasible.

c. Pedestrian and Nonmotorized Connections

Facilities for pedestrian and other nonmotorized transportation shall be provided to establish connections within the site, and to adjacent public streets. The facilities may include, but are not limited to:

1. Sidewalks and trails;
2. Wayfinding markers and signage;
3. Crosswalks, raised intersections, traffic signals, or other safety features;
4. Curb cuts for bicycles, wheelchairs, and other forms of nonmotorized transportation;
5. Paths that connect to buildings, parking areas, open space areas, and public streets; and
6. Bicycle facilities, including on-street and off-street facilities and bicycle parking.

d. General Development Standards

1. Development in a PD district shall comply with the standards in Article 5: Development Standards, unless they are modified as allowed by Table 17-3.6(c)(4): Development Standards Subject to Modification.

TABLE 17-3.6(C)(4): DEVELOPMENT STANDARDS SUBJECT TO MODIFICATION		
STANDARD		MEANS TO MODIFY
Sec. 17-5.1	Access, Mobility, and Circulation	PD Plan
Sec. 17-5.2,	Off-Street Parking, Bicycle Parking	PD Plan
Sec. 17-5.3,	Landscaping	PD Plan
Sec. 17-5.4,	Tree Protection	PD Plan
Sec. 17-5.5,	Open Space	Modifications prohibited
Sec. 17-5.6,	Neighborhood Compatibility	Modifications prohibited
Sec. 17-5.7,	Form and Design Standards	PD Plan
Sec. 17-5.8,	Fences and Walls	PD Plan
0,	Exterior Lighting	PD Plan
0	Signs	PD Plan
Sec. 17-6.2,	Minimum Design Standards	PD Plan
0,	Improvements and Sureties	PD Plan
Article 9:	Definitions and Rules of Measurement	PD Plan

2. Modifications to development standards, as allowed in Table 17-3.6(c)(4): Development Standards Subject to Modification, shall be:

(i) Consistent with the purpose the PD district; and

(ii) Documented in the PD Plan and PD Agreement documents, with a clear basis for why the change is needed, how it supports the purpose of this district, and how it supports high-quality development.

e. Site Access

Any streets, alleys, and driveways proposed shall be adequate to serve the residents, occupants, visitors, and other anticipated traffic of the PD district, but may be designed to discourage through traffic from traversing the development.

f. Pedestrian Circulation

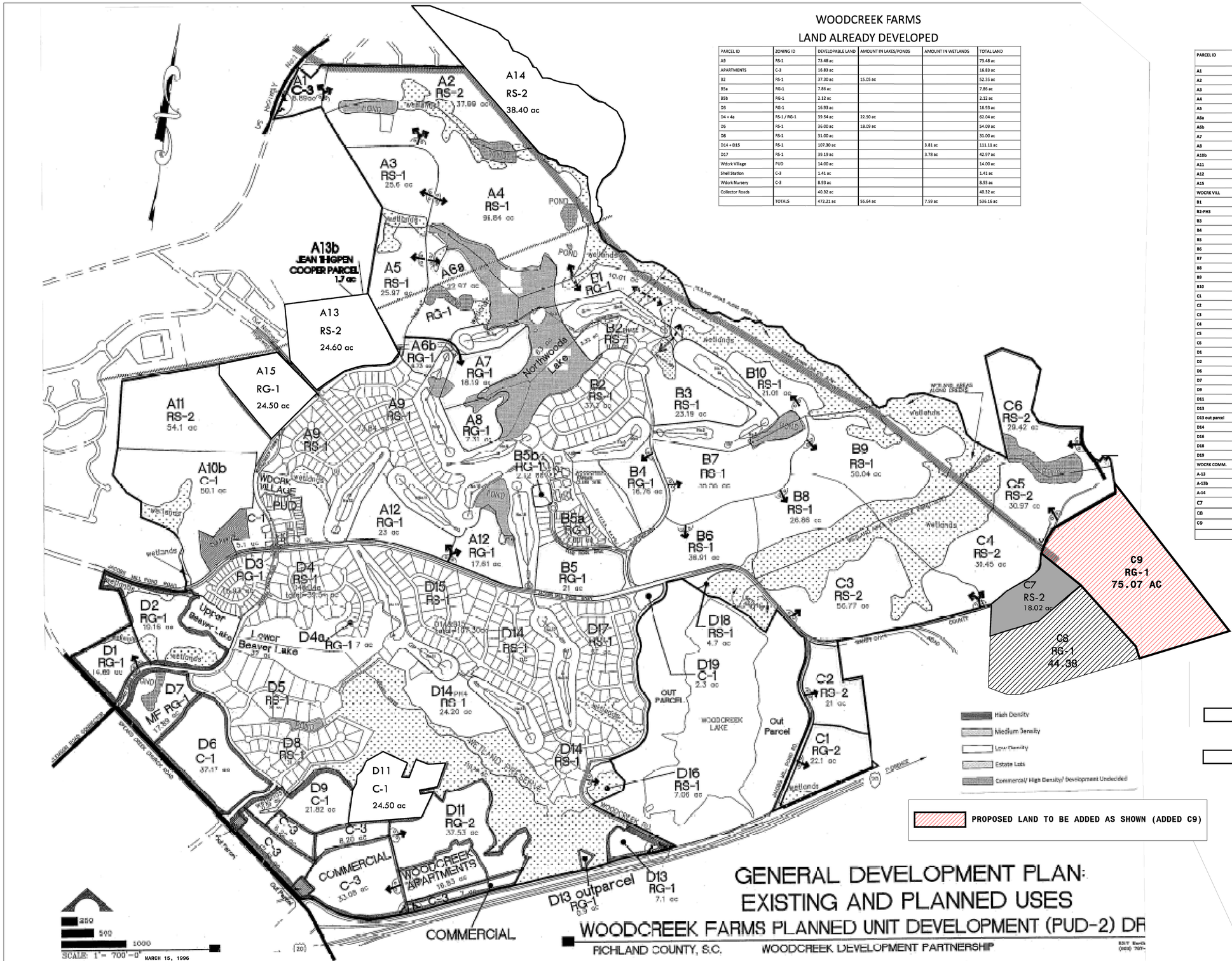
The pedestrian circulation system and its related walkways shall be separated as completely as possible from the vehicular street system in order to provide separation of pedestrian and vehicular movement.

g. Utilities

The planned development shall provide for underground installation of utilities (including electricity and telephone) both public ways and private extensions. Provisions shall be made for acceptable design and construction of storm water facilities including grading, gutter, piping, and treatment of turf and maintenance of facilities.

h. Privacy

A planned development containing residential uses shall provide reasonable visual and acoustical privacy for dwelling units, including fences, insulation, walks, barriers, protection and aesthetic enhancement of property and the privacy of its occupants. High-rise buildings shall be located within the development in such a way as to minimize any adverse impact on adjoining low-rise buildings.



MARCH 15, 1996
REVISED 5/12/04
WCC
REVISED 05/20/20 POWER ENGINEERING COMPANY, INC., ADDED C7
REVISED 09/29/21 JACOB RICE ENGINEERING - ADDED C8
REVISED 01/05/24 HUSSEY GAY BELL - ADDED C9

GENERAL DEVELOPMENT PLAN: EXISTING AND PLANNED USES

WOODCREEK FARMS PLANNED UNIT DEVELOPMENT (PUD-2) DR

RICHLAND COUNTY, S.C. WOODCREEK DEVELOPMENT PARTNERSHIP

WOODCREEK FARMS

LAND ALREADY DEVELOPED

PARCEL ID	ZONING ID	DEVELOPABLE LAND	AMOUNT IN LAKES/PONDS	AMOUNT IN WETLANDS	TOTAL LAND
A9	RS-1	73.48 ac			73.48 ac
APARTMENTS	C-3	16.83 ac			16.83 ac
B2	RS-1	37.30 ac	15.05 ac		52.35 ac
B5a	RG-1	7.86 ac			7.86 ac
B5b	RG-1	2.12 ac			2.12 ac
D3	RG-1	16.93 ac			16.93 ac
D4 + 4a	RS-1 / RG-1	39.54 ac	22.50 ac		62.04 ac
D5	RS-1	36.00 ac	18.09 ac		54.09 ac
D8	RS-1	31.00 ac			31.00 ac
D14 + D15	RS-1	107.30 ac		3.81 ac	111.11 ac
D17	RS-1	39.19 ac		3.78 ac	42.97 ac
Wdcrk Village	PUD	14.00 ac			14.00 ac
Shell Station	C-3	1.41 ac			1.41 ac
Wdcrk Nursery	C-3	8.93 ac			8.93 ac
Collector Roads		40.32 ac			40.32 ac
	TOTALS	472.21 ac	55.64 ac	7.59 ac	535.16 ac

WOODCREEK FARMS

LAND AVAILABLE FOR DEVELOPMENT

PARCEL ID	ZONING ID	DEVELOPABLE LAND	AMOUNT IN LAKES/PONDS	AMOUNT IN WETLANDS	TOTAL LAND
A1	C-3	9.00 ac			9.00 ac
A2	RS-2	37.99 ac	2.68 ac	5.05 ac	45.72 ac
A3	RS-1	25.60 ac		2.64 ac	28.24 ac
A4	RS-1	96.84 ac	18.81 ac	16.25 ac	131.90 ac
A5	RS-1	25.97 ac		2.65 ac	28.62 ac
A6a	RG-1	22.97 ac	14.31 ac	2.86 ac	40.14 ac
A6b	RG-1	6.73 ac			6.73 ac
A7	RG-1	18.19 ac	14.28 ac		32.47 ac
A8	RG-1	7.31 ac	5.68 ac	1.69 ac	14.68 ac
A10b	C-1	50.1 ac		7.11 ac	57.21 ac
A11	RS-2	54.08 ac			54.08 ac
A12	RG-1	40.61 ac	0.73 ac		41.34 ac
A15	RG-1	24.50 ac			24.50 ac
WOCRK VILL	PUD	13.00 ac		3.00 ac	16.00 ac
B1	RG-1	10.91 ac	3.69 ac	7.78 ac	22.36 ac
B2-PH3	RS-1	9.22 ac		5.19 ac	14.41 ac
B3	RS-1	23.19 ac		2.67 ac	25.86 ac
B4	RG-1	16.76 ac			16.76 ac
B5	RG-1	21.00 ac			21.00 ac
B6	RS-1	36.91 ac		0.92 ac	37.83 ac
B7	RS-1	35.56 ac	2.44 ac		38.00 ac
B8	RS-1	26.89 ac		15.93 ac	42.82 ac
B9	RS-1	50.04 ac		32.77 ac	82.81 ac
B10	RS-1	21.01 ac	2.09 ac	42.19 ac	65.29 ac
C1	RG-2	22.10 ac		1.83 ac	23.93 ac
C2	RS-2	21.00 ac			21.00 ac
C3	RS-2	56.77 ac		26.11 ac	52.88 ac
C4	RS-2	30.45 ac		24.17 ac	54.62 ac
C5	RS-2	30.97 ac	2.80 ac	7.64 ac	41.51 ac
C6	RS-2	29.42 ac	6.55 ac		35.97 ac
D1	RG-1	14.69 ac		1.78 ac	16.47 ac
D2	RG-1	19.16 ac	9.45 ac	11.09 ac	39.70 ac
D6	C-1	37.17 ac			37.17 ac
D7	MF RG-1	17.89 ac	2.04 ac		19.93 ac
D9	C-1	21.89 ac		0.59 ac	22.48 ac
D11	C-1	62.03 ac			62.03 ac
D13	RG-1	7.10 ac			7.10 ac
D13 out parcel	RG-1	0.90 ac			0.90 ac
D14	RS-1	24.20 ac			24.20 ac
D16	RS-1	2.71 ac		4.35 ac	7.06 ac
D18	RS-1	1.69 ac		11.59 ac	13.28 ac
D19	C-1	2.30 ac			2.30 ac
WOCRK COMM.	C-3	67.11 ac			67.11 ac
A-13	RS-2	24.60 ac			24.6 ac
A-13b	RS-1	1.70 ac			1.70 ac
A-14	RS-2	53.00 ac		14.40 ac	68.40 ac
C7	RS-2	18.02 ac			18.02 ac
C8	RG-1	44.38 ac			44.24 ac
C9	RG-1	75.07 ac			75.07 ac
	TOTALS	1,370.56 ac	85.65 ac	253.23 ac	1,709.44 ac

WOODCREEK FARMS

GOLF COURSE + CLUB HOUSE

214.29 AC

WETLAND PRESERVE

110.25 AC

SITE TOTAL (INCLUDING WETLANDS, PONDS, LAKES):

DEVELOPED AREAS= 588.23 ACRES

UNDEVELOPED AREAS= 1634.37 ACRES

GOLF COURSE AREA= 214.29 ACRES

WETLAND PRESERVE= 110.25 ACRES

TOTAL= 2,547.28 ACRES

ALL ACREAGES AND AREAS APPROXIMATE ONLY.
BOUNDARIES HAVE NOT BEEN CONFIRMED BY SURVEY

ORDINANCE NO.: 2024-007

Annexing 2076 County Line Trail & 7 acres County Line Trail, Richland County TMS # 31700-01-04 and TMS # 28900-01-34 into the City of Columbia, South Carolina, 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 _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

2. The property identified as 2076 County Line Trail and 7 acres County Line Trail, TMS # 31700-01-04 and TMS# 28900-01-34 containing approximately 82.07 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 Tracts 114.07 (Richland County) and 9709.08 (Kershaw County) and assigned a future land use classification of Urban Edge Residential Small Lot (UER-1) and zoning of property Planned

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2024-007
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 and being shown as 75.07 Ac., N/F Mulberry Hall Properties, LLC Richland T.M.S. 31700-01-04, on an Annexation Plat prepared for Leicestershire Properties, LLC and Mulberry Hall Properties, LLC by Belter & Associates, Inc., and dated November 21, 2023. Said Annexation Plat being incorporated by reference for a more complete description of the property.

All that certain piece, parcel or lot of land, situate, lying and being on the Eastern side of County Line Road near Spears Creek, near the City of Columbia, in the Counties of Richland and Kershaw Counties, State of South Carolina, containing 7.00 acres upon a plat prepared for Leicestershire Properties, LLC by United Design Services, Inc. dated October 21, 2009, revised May 5, 2010 and recorded at the Richland County Register of Deeds at Book 1615 Page 657. Reference to said plat being craved 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 properties described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: 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 and being shown as 75.07 Ac., N/F Mulberry Hall Properties, LLC Richland T.M.S. 31700-01-04, on an Annexation Plat prepared for Leicestershire Properties, LLC and Mulberry Hall Properties, LLC by Belter & Associates, Inc., and dated November 21, 2023. Said Annexation Plat being incorporated by reference for a more complete description of the property.

Richland County TMS: 31700-01-04

Property Addresses: 2076 County Line Trail

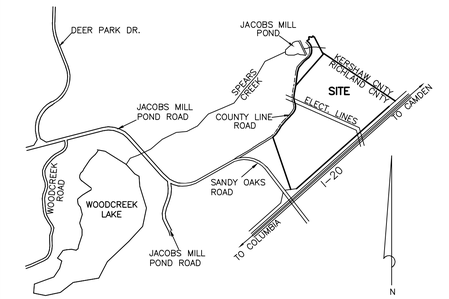
Mulberry Hall Properties, LLC

BY: Douglas L VanSchaik Date: December 5, 2023
(Signature)

DOUGLAS L. VANSCHAIK ITS: Sole Member
(Print or Type Name) (Print or Type Title)

PROPERTY LINE CURVE TABLE					
CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	10°46'04"	54.81'	291.63'	N60°51'15"E	54.73'
C2	100°42'20"	512.58'	291.63'	N05°07'03"E	449.10'

PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L1	N50°58'09"E	44.22'
L2	N04°04'01"W	63.01'
L3	N08°27'57"E	55.68'
L4	N08°27'57"E	41.12'
L5	N62°46'53"E	68.26'
L6	N02°34'24"W	24.04'
L7	N13°05'40"E	36.77'
L8	S76°57'13"W	17.95'
L9	S67°21'40"E	66.32'
L10	N42°22'20"E	26.81'
L11	N60°32'46"E	14.96'
L12	S37°05'18"E	42.01'
L13	N62°01'31"E	9.34'



VICINITY MAP / 1" = 1000'

SPEARS CREEK

1 1/4" Pipe (O) REFERENCE CORNER NEAR TOP OF BANK

KERSHAW COUNTY LINE — APPROXIMATE LOCATION
RICHLAND COUNTY LINE — APPROXIMATE LOCATION
1.07 Ac.±
5.92 Ac.±

25' PALMETTO UTILITIES SANITARY SEWER EASEMENT

DAM

N/F
WOODCREEK DEVELOPMENT LLC
RICHLAND T.M.S. R31704-01-01
(FORMERLY JACOBS MILL POND)

N/F
MULBERRY HALL PROPERTIES LLC
KERSHAW T.M.S. 368-00-00-002
PLAT BK 44 Pg. 28

1/2" Pipe (o)

S45°36'09"E 654.13'

S45°36'09"E 2504.18'

S45°36'09"E 1669.21'

KERSHAW COUNTY LINE — APPROXIMATE LOCATION
RICHLAND COUNTY LINE — APPROXIMATE LOCATION

WETLAND AREA B
2.06 Ac.
89539 S.F.

N/F
LEICESTERSHIRE PROPERTIES LLC
LEICESTERSHIRE PROPERTIES LLC
RICHLAND T.M.S. R28900-01-34
PLAT RECORD BK 1855-657

6.99 Ac.
N/F

N13°47'41"E 776.81'

S28°46'11"W 442.59'

N01°36'04"E 104.68'

212.21'
N53°03'57"E

N53°03'57"E 349.53'

N/F
MUNGO HOME PROPERTIES, LLC
RICHLAND T.M.S. R28900-01-35
PLAT RECORD BK 1663-2820

3/4" Pinch Top (o)

#4 ROD (O)

#4 REBAR (O) Bent

N53°20'0"E 287.44'

N41°39'25"E 169.01'

N42°43'37"E 189.98'

15' PALMETTO UTILITIES SANITARY SEWER EASEMENT

75.07 Ac.
N/F
MULBERRY HALL PROPERTIES LLC
RICHLAND T.M.S. 31700-01-04
RECORD BK 2676 Pg. 58

WETLAND AREA A
1.01 Ac.
43948 S.F.

WETLAND AREA B		
LINE	BEARING	DISTANCE
L100	S45°36'09"E	180.84'
L101	S16°18'34"W	34.40'
L102	S10°29'27"E	40.02'
L103	S10°00'53"W	37.33'
L104	S30°02'12"W	42.48'
L105	S16°16'05"W	50.10'
L106	S08°21'26"W	43.39'
L107	S16°43'55"W	44.89'
L108	S32°49'38"W	43.52'
L109	S50°58'52"W	54.81'
L110	S38°33'11"W	79.29'
L111	S29°01'07"W	40.71'
L112	S40°32'31"W	33.69'
L113	S03°50'36"W	42.10'
L114	S28°18'30"E	57.82'
L115	S08°04'20"E	69.01'
L116	S19°21'31"E	44.66'
L117	S01°52'57"E	41.15'
L118	S13°05'13"E	40.90'
L119	S64°22'31"E	49.78'
L120	S22°33'33"W	38.22'
L121	S33°29'22"E	40.47'
L122	S10°49'58"E	51.32'
L123	S42°13'12"W	26.77'
L124	S70°56'17"W	39.41'
L125	S78°58'05"W	50.62'
L126	N68°46'06"W	71.14'
L127	N51°55'27"W	41.77'
L128	N60°21'58"E	46.46'
L129	N80°27'46"E	41.12'
L130	N56°49'22"E	35.44'
L131	N02°39'50"E	38.71'
L132	N06°48'06"W	37.00'
L133	N20°48'22"W	56.52'
L134	N06°53'47"W	59.06'
L135	N35°16'35"W	52.18'
L136	N11°32'42"W	46.32'
L137	N43°24'15"W	48.06'

WETLAND AREA A		
LINE	BEARING	DISTANCE
L149	S19°48'58"E	65.59'
L150	S09°59'41"E	107.61'
L151	S23°40'32"E	51.07'
L152	S24°47'27"W	51.68'
L153	S01°52'56"W	47.94'
L154	S55°00'53"E	38.32'
L155	S20°34'43"E	62.01'
L156	S03°57'41"E	32.58'
L157	S39°01'02"E	42.21'
L158	S14°58'56"E	33.34'
L159	S50°50'45"E	52.27'
L160	S30°24'41"E	49.41'
L161	S15°15'45"E	90.70'
L162	S35°26'59"E	53.43'
L163	S24°16'43"E	96.53'
L164	S68°55'58"W	36.91'
L165	N84°43'16"W	39.53'
L166	S80°34'29"W	44.80'
L167	N59°56'47"W	43.34'
L168	N33°43'14"W	41.19'
L169	N11°10'27"E	51.59'
L170	N61°53'24"E	21.31'
L171	N15°34'27"E	86.83'
L172	N15°21'21"W	42.35'
L173	N36°09'17"W	30.64'
L174	N52°45'02"W	45.66'
L175	N03°36'29"E	33.37'
L176	N40°00'59"W	48.74'
L177	N01°54'32"W	46.89'
L178	N34°55'45"W	64.23'
L179	N62°28'04"W	33.14'
L180	N10°42'41"E	53.49'
L181	N24°41'13"E	43.09'
L182	N26°38'05"W	54.14'
L183	N00°37'56"W	35.17'
L184	N32°58'59"W	44.56'
L185	N14°27'22"W	49.60'
L186	N29°39'31"E	67.72'

WETLAND AREA C		
LINE	BEARING	DISTANCE
L187	N34°28'40"E	33.02'
L188	S07°37'20"E	44.59'
L189	S17°28'00"E	28.97'
L190	S24°41'55"E	28.69'
L191	S33°05'25"E	33.69'
L192	S36°27'21"E	48.72'
L193	S44°19'10"E	42.62'
L194	N87°02'51"E	47.47'
L195	N72°35'35"E	43.92'
L196	S64°41'35"E	46.09'
L197	S67°25'48"E	42.49'
L198	S11°15'44"E	49.57'
L199	S21°27'13"E	43.25'
L200	S7°27'59"E	51.53'
L201	S52°52'38"E	44.40'
L202	S35°05'23"E	35.74'
L203	S12°52'20"E	45.70'
L204	S04°11'39"W	57.14'
L205	N56°08'12"W	86.25'
L206	N16°45'27"W	49.88'
L207	N29°59'22"W	55.04'
L208	N40°52'01"W	58.14'
L209	N52°42'36"W	40.35'
L210	S81°41'20"W	41.98'
L211	N79°54'59"W	57.33'
L212	N87°09'32"W	40.96'
L213	N56°06'32"W	208.80'

WETLAND AREA B — CONTINUED		
LINE	BEARING	DISTANCE
L138	N23°08'40"E	95.08'
L139	N19°11'13"E	86.99'
L140	N43°10'19"E	52.64'
L141	N61°13'25"E	40.60'
L142	N14°37'50"E	101.91'
L143	N05°39'05"E	35.66'
L144	N16°03'23"W	36.40'
L145	N05°34'38"W	84.68'
L146	N11°38'44"E	104.69'
L147	N12°54'31"W	40.17'
L148	N07°36'19"E	35.59'

15' CoC WATER EASEMENT

100' DOMINION ENERGY ELECTRIC R/W
DEED Bks D329 Pg 847 & D336 Pgs 638 & 640

N56°08'18"W 545.31'

N56°10'11"W 554.73'

N56°48'18"W 711.31'

N/F
MUNGO HOME PROPERTIES, LLC
RICHLAND T.M.S. R28900-01-18
PLAT RECORD BK 2651 Pgs 928-931

LOT 95 LOT 96 LOT 133 LOT 134

COUNTY LINE TRAIL

N/F
SANDY OAKS DEVELOPMENT LLC
ELLINGTON PHASE 1
RICHLAND T.M.S. R31703
RECORD BK 2690 PG 1712

LOT 317 LOT 316 LOT 315 LOT 314 LOT 313 LOT 312 LOT 311 LOT 310 LOT 309 LOT 308 LOT 307 LOT 306 LOT 305 LOT 304 LOT 303 LOT 302 LOT 301 LOT 300 LOT 299 LOT 298 LOT 297 LOT 296

50' R/W BRIDGE LANE

CRESCENT CORNER DR (50' R/W)

N DESERT ORCHARD LN. (50' R/W)

S DESERT ORCHARD LN. (50' R/W)

N/F
SANDY OAKS DEVELOPMENT LLC
ELLINGTON PHASE 2
RICHLAND T.M.S. R31703
RECORD BK 2651 PG 928-931

N35°20'40"W 177.89'

S35°06'08"W 3705.08'
TO Conc. R/W Mon.

N35°06'08"E 569.46'
TO Conc. R/W Mon.

150' R/W

R/W & PROPERTY LINE CONTROLLED ACCESS

HIGHWAY R/W FENCE

S35°06'08"W 1241.14'

WESTBOUND TO COLUMBIA

INTERSTATE HWY 20

SEE SCDOT PLANS PROFILE DOCKET 40.1.58.1 PROJECT No. I-SC-26(161)STS 44 THRU 46

EASTBOUND TO CAMDEN

100' 50' 0 100'
GRAPHIC SCALE
1" = 100'

SOUTH CAROLINA
BELTER & ASSOCIATES, INC.
No. C00767
REGISTERED
STATE OF AUTHORIZATION

GRID NORTH

F.I.R.M. MAP # 45079C - DATED: 01-10-96
THE WHOLE PROPERTY LIES WITHIN ZONE X. PARTS OF THE PROPERTY HAS BEEN CHECKED AGAINST FIRM / FEMA MAPS OR OTHER FLOOD DATA AND FINISHED FLOOR (IS NOT) OR PROPERTY (IS NOT) LOCATED IN A SPECIAL FLOOD HAZARD AREA.

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 "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

DATE: _____ WILLIAM M. BRASINGTON SCP.L.S # 9312

BELTER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
104 S. WESTCOTT ROAD
COLUMBIA, SOUTH CAROLINA 29212
TELEPHONE: (803) 732-4004
FAX: (803) 732-2891

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY EASEMENTS, WHICH MAY APPEAR IN THE PUBLIC RECORD OR ANY OTHER MATTER, INCLUDING POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING OF SURVEY, OR ANY MATTER WHICH MAY BE REVEALED BY A TITLE SEARCH, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS, AND LIABILITIES AND OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
ONLY THE LISTED DOCUMENTS SHOWN HEREON WERE CONSIDERED AS A PART OF THIS SURVEY.
THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND EVIDENCE AND/OR UTILITY MARKINGS PROVIDED. ALL UTILITIES, STRUCTURES AND/OR EASEMENTS MAY VARY FROM LOCATIONS SHOWN HEREON UNLESS DESIGNATED WITH BEARINGS & DISTANCES.

SCALE: 1" = 100'
DRAWING DATE: 11-21-23
LOT AREA: SEE DWG
RICHLAND COUNTY TMS# SEE DWG.
JOB NO.

ANNEXATION PLAT PREPARED FOR
LEICESTERSHIRE PROPERTIES, LLC & MULBERRY HALL PROPERTIES, LLC
NEAR COLUMBIA, S.C. IN RICHLAND COUNTY

FB XX-XXX, PG. XX

PP-XX

STATE OF SOUTH CAROLINA)
)
COUNTIES OF RICHLAND AND KERSHAW)

PETITION FOR ANNEXATION

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

Property Description: All that certain piece, parcel or lot of land, situate, lying and being on the Eastern side of County Line Road near Spears Creek, near the City of Columbia, in the Counties of Richland and Kershaw Counties, State of South Carolina, containing 7.00 acres upon a plat prepared for Leicestershire Properties, LLC by United Design Services, Inc. dated October 21, 2009, revised May 5, 2010 and recorded at the Richland County Register of Deeds at Book 1615 Page 657. Reference to said plat being craved for a more complete and accurate description.

Richland County TMS: 28900-01-34

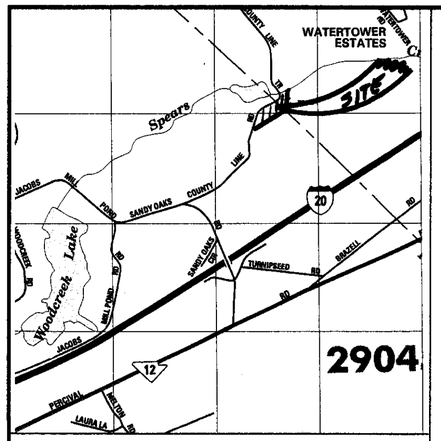
Property Address: 7 acres County Line Trail

Leicestershire Properties, LLC

BY: _____ Date: December 5, 2023
(Signature)

DOUGLAS L. VAN SCHAIK
(Print or Type Name)

ITS: SOLE MEMBER
(Print or Type Title)



VICINITY MAP

NOTES:
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY. NO ABSTRACT TITLE SEARCH, NOR TITLE COMMITMENT SEARCH WERE FURNISHED. THERE MAY BE OTHER RECORDED OR UNRECORDED SETBACKS, EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY THAT MAY AFFECT THIS PROPERTY THAT WERE NOT OBSERVED OR NOT SHOWN ON THIS SURVEY.
THIS SURVEY IS BASED ON REFERENCED PLATS OF RECORD AND EXISTING EVIDENCE AND CONDITIONS OBSERVED THE DATE OF THIS SURVEY.
SUBSURFACE AND ENVIROMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
EASEMENTS LOCATIONS SHOWN ARE APPROXIMATE.

LINE	BEARING	DISTANCE
L1	N 65°58'02" E	68.26'
L2	N 00°36'45" E	24.04'
L3	N 16°16'49" E	36.77'
L4	N 80°08'22" E	17.95'
L5	S 64°10'31" E	66.32'
L6	N 45°33'29" E	26.81'
L7	N 63°43'55" E	14.96'
L8	S 33°54'09" E	42.01'
L9	N 65°12'40" E	9.34'
L10	S 54°58'56" W	44.24'

Book 1615-657
2010042840 06/28/2010 14:33:09:030
Fee:$10.00 County Tax:$0.00 State Tax:$0.00 Plat Oversized
2010042840 Richard W. Rodden Richland County R.O.D.

N/F
WOODCREEK DEVELOPMENT PARTNERSHIP
RICHLAND TMS 28900-01-11

N/F
WOODCREEK DEVELOPMENT PARTNERSHIP
RICHLAND TMS 28900-01-18

APPROXIMATE LOCATION TAX PARCEL DIVISION LINE

APPROXIMATE MANHOLE LOCATION

25' PALMETTO UTILITIES SEWER EASEMENT (SEE AS-BUILT DRAWINGS - 12.5' EITHER SIDE OF PIPE)

BRIDGE

CENTERLINE SPEARS CREEK
THE PROPERTY LINE

KERSHAW COUNTY
RICHLAND COUNTY (APPROX. LOCATION)

FLOW

1 1/4" PIPE (O)
REFERENCE CORNER
NEAR TOP OF BANK

BRG=S 13°41'14" W
C LEN=492.04'
R=291.63'

S 13°19'56" E 508.04'

#4 REBAR (N) @ CL

N 54°22'01" E 212.21'

N 64°50'03" E 104.86'

N 29°38'39" E 135.76'

N 21°22'41" E 349.53'

NOTE: NEW PROPERTY LINE NEAR CENTERLINE OF DIRT ROAD

7.00 AC
304735 SF

BENT #4 REBAR (O)

L10

S 54°58'56" W 287.30'

#4 ROD (O)

3/4" PINCHED IRON (O)

S 55°24'46" W 776.08'

1/2" PIPE (O)

COUNTY LINE ROAD
COUNTY MAINTANED DITCH TO DITCH

0.6 MILES TO SANDY OAKS RD.

ELECTRIC TRANSMISSION LINES (APPROX. LOCATION)

N/F
MULBERRY HALL PROPERTIES,LLC
PLAT BOOK 55 PAGE 4659
RICHLAND TMS 31700-01-04

REFERENCE: PLAT FOR WOODCREEK PROPERTIES BY DANIEL RIDDICK AND ASSOCIATES DATED JULY 1, 1986.

PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA
APPROVED FOR RECORDING
Date 4/28/10
RCF # MS-10-124
Signature

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

WILLIAM M. BRASINGTON, PROFESSIONAL LAND SURVEYOR – No.9312

REVISED 5/5/2010 TO CHANGE TITLE AND CORRECT TAX MAP NUMBERS.

SOUTH CAROLINA
UNITED DESIGN SERVICES, INC.
No. C00574
CERTIFICATE OF AUTHORIZATION

UNITED DESIGN SERVICES, INC.
LAND SURVEYING SERVICES
540 ST. ANDREWS ROAD, COLUMBIA, SC 29210 ■ (803)750-9142
PONTIAC, SOUTH CAROLINA

PLAT PREPARED FOR

LEICESTERSHIRE PROPERTIES, LLC

near

RICHLAND & KERSHAW COUNTIES

MAG NORTH

50 0 100
1" = 100'

DATE: OCTOBER 21, 2009

PORTION OF
T.M.S.#: 28900-01-11
28900-01-18

DWG.#: UB-1222

SHEET
1 OF 1

Hammond, Erika

From: Jesse [redacted]
Sent: Monday, February 19, 2024 2:21 PM
To: City Clerk
Cc: Brennan, Will J
Subject: [EXTERNAL] Rezoning of 480 S Pickens Street
Attachments: Richland County, SC, Internet Mapping - 480 S Pickens St Topo.pdf

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. For suspicious emails, please report using the "Phish Alert Report" button.

You don't often get email from jesse@burkeengr.com. Learn why this is important

To whom it may concern:

I am writing to express my opposition to the rezoning of 480 S. Pickens Street [TMS#11212-06-06]. I am the owner of one of the adjacent lots, 533 S. Saluda Ave. This lot, 480 S. Pickens St, is not suitable for construction of residential units, or much of anything else. Attached herewith is a copy to the topographical map of this lot. From the upper edge of the lot where it borders S. Gregg Street to the low spot about 75% of the way across the lot the elevation drops 20-feet. It then rises back up about 4-feet as you approach the large culvert at the southern corner of the property. As can be seen from the topo map, this lot is basically a bowl that collects storm water runoff from three sides and is, more or less, a detention pond for the area when we have heavy rains. It is also basically a swamp when and for a short while after it rains.

The lot also contains a number of decent sized trees and provides a nice habitat for the various critters in the area. The trees would have to be removed to allow construction and any attempt to place enough fill material on this lot to raise the elevation sufficiently would kill any remaining trees as the trunks would be buried too deeply.

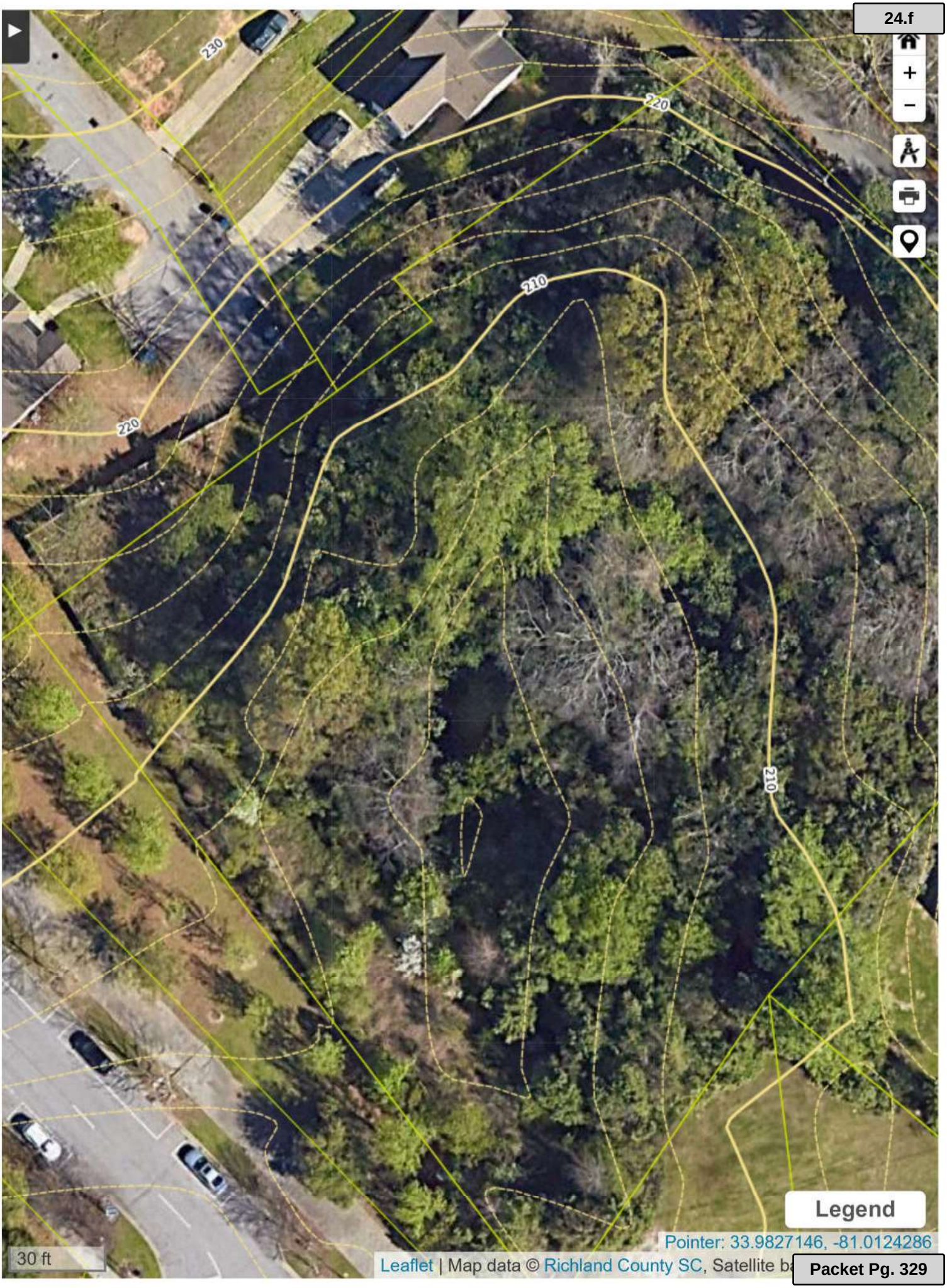
As a licensed professional engineer, I recommend leaving the lot zoned as is and letting it continue to serve as a drainage basin or detention pond for the surrounding area, as well as providing a little green space in the city.

Respectfully yours,

Jesse Burke

Jesse S. Burke, PE

[redacted]


230
220
210
220
210
Legend
30 ft
Pointer: 33.9827146, -81.0124286
Leaflet | Map data © Richland County SC, Satellite b

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE - Update Use Regulations to Permit Minor Utility Facilities**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **No**

PURPOSE:

Ordinance No.: 2024-008 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, (Unified Development Ordinance), Article 4, Use Regulations, Section 17-4.2, Principal Uses, (b) Principal Use Table, Table 17-4.2(b)(4): Principal Use For Base Zoning Districts

Proposal: Amendment to the Unified Development Ordinance, Chapter 17, and Article 4: Use Regulations to permit minor utility facilities in the Transitional/Conservation (T/C) District

Applicant: Hope Hasty, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 1/11/2024; Approval (6-0)

First reading approval was given on February 20, 2024.

ATTACHMENTS:

- **#a:** ZPH Minor Utilities TACase packet (PDF)
- #b: 2024-008 - Amending Chapter 17 Table 17-4.2(B)(4); (PDF)

HISTORY:

02/20/24	**Columbia City Council**	**APPROVED ON FIRST READING.**

CITY COUNCL

February 20, 2024 at 4:00pm
City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE
Update Use Regulations

Proposal:	Amendment to the Unified Development Ordinance, Chapter 17, Article 4: Use Regulations to permit minor utility facilities in the Transitional/Conservation (T/C) District
Applicant:	Hope Hasty, Zoning Administrator
Staff Recommendation:	Approval
PC Recommendation:	1/11/2024; Approval (6-0)
ZPH, 1ST Reading:	2/20/2024; Pending
2nd Reading:	3/5/2024; Pending

DETAILS

The Unified Development Ordinance currently permits minor utility facilities in every zoning district except the Transitional / Conservation (T/C) District. The T/C District, while considered a residential base zoning district, is intended to provide land on the edge of the City that is undeveloped or developed at very low density and to conserve land.

Although land within the T/C district will often remain undeveloped or in conservation, staff recognizes that minor utility facilities may sometimes be needed in all districts as a component of a community or region-wide infrastructure system, particularly because lands in conservation are frequently located near bodies of water that source infrastructure systems. Permitting minor utility facilities in the T/C district will allow regional infrastructure needs to be met while not substantially changing the character of the district.

STAFF RECOMMENDATION

Staff recommends the Planning Commission recommend to City Council to approve the request.

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

P = PERMITTED BY RIGHT C = ALLOWED CONDITIONAL S = ALLOWED AS SPECIAL EXCEPTION BLANK CELL = PROHIBITED

Principal Use Category	Principal Use Type	Residential Districts									Mixed-Use, Activity Center, and Corridor Districts									Institutional and Campus Districts				Industrial Districts			Use-Specific Standards
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI	HI	EC	
	Utility facility, minor	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
COMMERCIAL USES																											
Animal Care Uses	Animal shelter														S			S						P	P	P	
	Kennel													C	C	C	C	C	C					C	C	C	Sec. 17-4.2(c)(3)a.1
	Veterinary hospital or clinic											C	C	C	C	C	C	C	C					C	C	C	Sec. 17-4.2(c)(3)a.2
Commercial Services Uses	Equipment rental														C			P	C		C			P	P		Sec. 17-4.2(c)(3)b.1
	Laboratory, testing or research														P		P	P	P		P			P	P	P	
	Lawn, tree, or pest control services																	P			P			P	P		
	Linen or uniform supply														P			P			P			P	P	P	
	Self-service storage													C	C		C	C	C					C	C	C	Sec. 17-4.2(c)(3)b.2
	Sign fabricating establishment																				P			P	P	P	
Eating and Drinking Establishment Uses	Eating establishment only										C	C	C	C	C	C	C	C	C	C	C	C		C		C	Sec. 17-4.2(c)(3)c.1
	Eating and drinking establishment, Type 1										C	C	C	C	C	C	C	C	C	C	C	C		C		C	Sec. 17-4.2(c)(3)c.2
	Eating and drinking establishment, Type 2										S	S	S	S	S	S	S	S	S	S	S	S		S		S	Sec. 17-4.2(c)(3)c.3
Funeral and Mortuary Services Uses	Crematory																							P	P		
	Funeral home or mortuary											P	P	P	P	P	P	P	P							P	

T/C: Transitional/Conservation District

Purpose

The purpose of the Transitional/Conservation (T/C) District is to provide land on the edge of the City that is undeveloped or developed at a very low density and to conserve land. The T/C District is intended to accommodate land recently annexed into the City as an area that will one day be developed at suburban or urban density and intensity. Lands within the T/C District are intended either to be rezoned at the appropriate time to accommodate urban expansion or to remain in conservation.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (acres)	5
Lot Width, min. (ft.)	150
Lot Coverage, max. (% of site area)	10
Density, max. (du/acre)	0.3
Front Yard Setback, min. (ft.)	45
Side Yard Setback, min. (ft.)	15
Rear Yard Setback, min. (ft.)	30
Building Height, max. (ft.)	40

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

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Dwelling, single-family detached

Park or greenway[1]

Farmers' market

Campground[2]

Agriculture and forestry uses, not elsewhere listed

Community garden[1]

Crop production and processing

Forestry

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2024-008

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, (Unified Development Ordinance), Article 4, Use Regulations, Section 17-4.2, Principal Uses, (b) Principal Use Table, Table 17-4.2(b)(4): Principal Use For Base Zoning Districts

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2024, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 4, Use Regulations, Section 17-4.2, Principal Uses, (b) Principal Use Table, Table 17-4.2(b)(4): Principal Use For Base Zoning Districts is amended to read as follows:

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

P = PERMITTED BY RIGHT C = ALLOWED CONDITIONAL S = ALLOWED AS SPECIAL EXCEPTION BLANK CELL = PROHIBITED

Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts										Institutional and Campus Districts				Industrial Districts			Use-Specific Standards
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI	HI	EC	
	Utility facility, minor	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
COMMERCIAL USES																											
Animal Care Uses	Animal shelter														S			S						P	P	P	
	Kennel													C	C	C	C	C	C					C	C	C	Sec. 17-4.2(c)(3)a.1
	Veterinary hospital or clinic											C	C	C	C	C	C	C	C					C	C	C	Sec. 17-4.2(c)(3)a.2
Commercial Services Uses	Equipment rental														C			P	C		C			P	P		Sec. 17-4.2(c)(3)b.1
	Laboratory, testing or research														P		P	P	P		P			P	P	P	
	Lawn, tree, or pest control services																	P			P			P	P		
	Linen or uniform supply														P			P			P			P	P	P	
	Self-service storage													C	C		C	C	C					C	C	C	Sec. 17-4.2(c)(3)b.2
	Sign fabricating establishment																				P			P	P	P	
Eating and Drinking Establishment Uses	Eating establishment only										C	C	C	C	C	C	C	C	C	C	C	C		C		C	Sec. 17-4.2(c)(3)c.1
	Eating and drinking establishment, Type 1										C	C	C	C	C	C	C	C	C	C	C	C		C		C	Sec. 17-4.2(c)(3)c.2
	Eating and drinking establishment, Type 2										S	S	S	S	S	S	S	S	S	S	S	S		S		S	Sec. 17-4.2(c)(3)c.3
Funeral and Mortuary Services Uses	Crematory																							P	P		
	Funeral home or mortuary											P	P	P	P	P	P	P	P							P	

LEGAL DEPARTMENT DRAFT

Requested by:

ACM Gentry

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Last Revised: 1/26/2024
24019986

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 8352 Parklane Road; TMS#17103-01-08**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **No**

PURPOSE:

Ordinance No.: 2024-012 - Annexing 8352 Parklane Road, Richland County TMS #17103-01-08 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of Community Activity Center/Corridor (CAC) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned General Commercial (GC) by Richland County.

Applicant: AllSouth Federal Credit Union

Staff Recommendation: Approval

PC Recommendation: 2/8/2024; Approval (5-0)

ATTACHMENTS:

- **#a:** ANNEX-2023-0019_8352Parklane_ZPH_Packet (PDF)
- #b: 2024-012 - Annex and Incorporate 8352 Parklane Road (PDF)
- #c: Parklane8352_Offer_Notice (PDF)
- #d: Parklane8352_Petition (PDF)

CITY COUNCIL

March 19, 2024 at 4:00pm
City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
8352 Parklane Road;
TMS# 17103-01-08

Council District:	1
Proposal:	Request to annex the property, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of Community Activity Center/Corridor (CAC) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned General Commercial (GC) by Richland County.
Applicant:	AllSouth Federal Credit Union
Staff Recommendation:	Approval
PC Recommendation:	2/8/2024; Approval (5-0)
ZPH, 1ST Reading:	3/19/2024; Pending
2nd Reading:	4/2/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.13
Current Use: Commercial
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Long Range Area
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Community Activity Center/Corridor (CAC)
Census Tract: 113.03

DETERMINATION FOR CITY SERVICES

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

Police
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 credit union branch would be **approximately $4,000 per year,** based on calls to similar commercial uses 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
The Solid Waste Division does not typically provide service to this type of development.

Engineering
Because water lines are already available to this property, Utilities and Engineering should **not incur any costs** associated with this annexation. Sewer is provided by the East Richland County Public Service District.

Water Customer Care
The property is recently constructed and is a new customer, who will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services
We recommend approval of the annexation of this property, which is within a Long Range Area as designated within the Urban Service Area plan. The property contains a recently constructed branch banking location, and is adjacent to the recently annexed proposed townhome project (Ord. 2023-120). The real estate tax revenue generated for the City would be **approximately $5,400 per year** based on an estimated taxable value of this newly developed property.

* Estimated City Tax Revenue is based on **2023 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 than this number, 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 .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Long Range Area" in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area
The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Long Range Area
*Long Range Area*s are those areas that do not meet the criteria of Primary Areas or Secondary Areas but are within the Columbia Water service area. They may not meet the criteria simply due to distance, because of the condition of the existing infrastructure, or because of the practicality of providing City services- or any combination thereof.

Annexation within *Long Range Areas* is the lowest priority. Annexation of small individual properties in these areas is generally not in the City's best interest, however new developments and group petitions can be considered for annexation with an assessment of the impact on the City's revenue and ability to serve the property/area in question.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Community Activity Corridor (AC-2). The property is currently designated as Neighborhood (Medium Density) by Richland County.

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

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

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County. The subject property is adjacent (across Parklane) to the study area for the *Walkable 29203 Pedestrian Master Plan* (2017), which focuses on improving walkability, pedestrian safety, and access to healthy food outlets and recreation. Specific infrastructure recommendations for Parklane Road were not made as part of the planning effort, which focused on the study areas for prior area plans adopted by the City and County – the Villages of North Columbia and Crane Creek.

PROPOSED ZONING DISTRICT SUMMARY

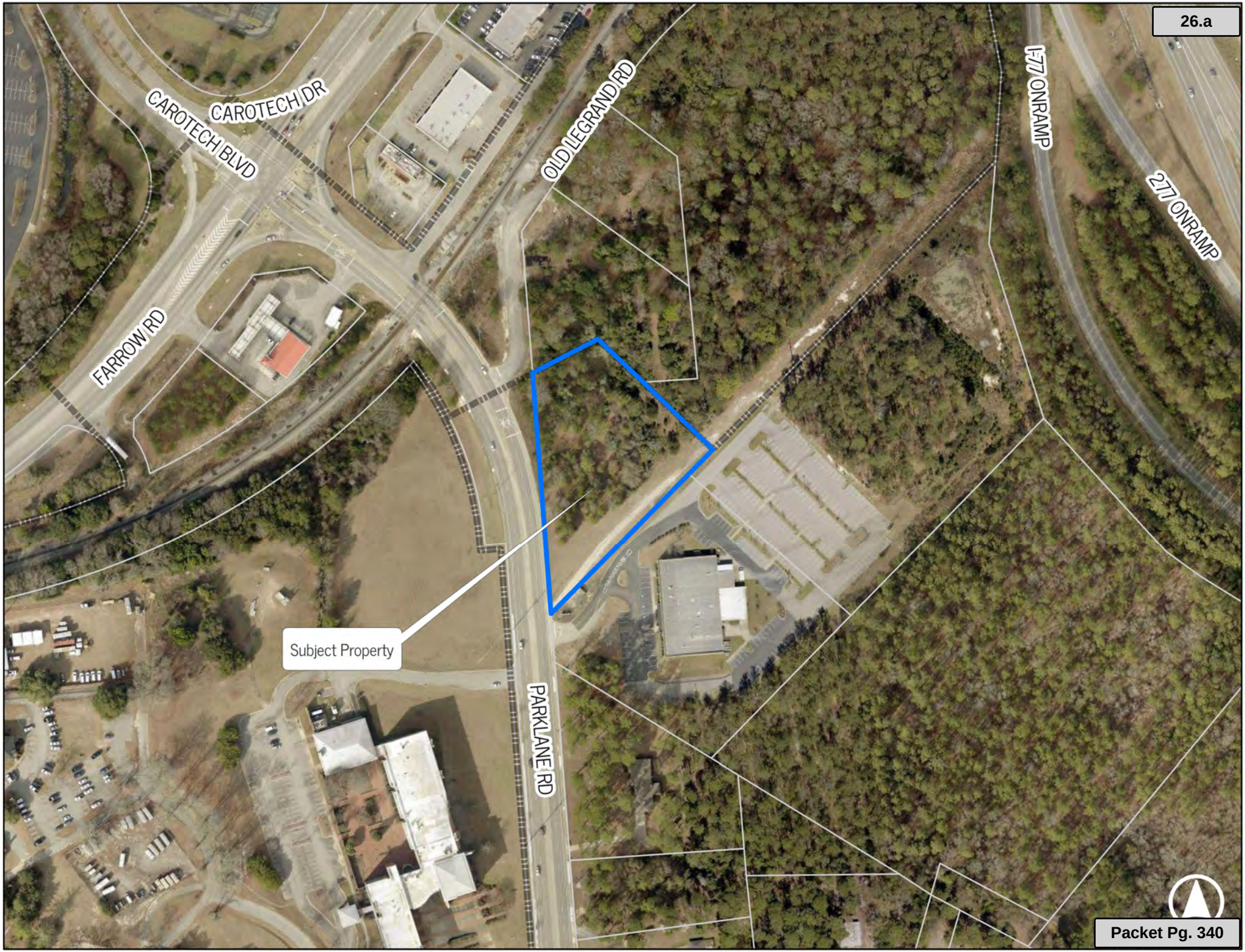
The property is currently zoned General Commercial (GC) by Richland County. Adjacent parcels within the City of Columbia are currently zoned Residential Mixed District (RM-1) to the north, and Institutional – General District (INS-GEN) to the west across Parklane Road. Adjacent parcels in unincorporated Richland County are currently zoned Light Industrial (M-1) to the southeast. Upon the implementation of Richland County's new Land Development Code and Zoning Maps on March 1, 2024, the subject property will continue to be zoned General Commercial (GC), and the properties to the southeast will continue to be zoned Light Industrial (M-1).

The proposed City of Columbia zoning district is Community Activity Center/Corridor (CAC).

Refer to attached zoning district descriptions for more information on the proposed City of Columbia zoning.

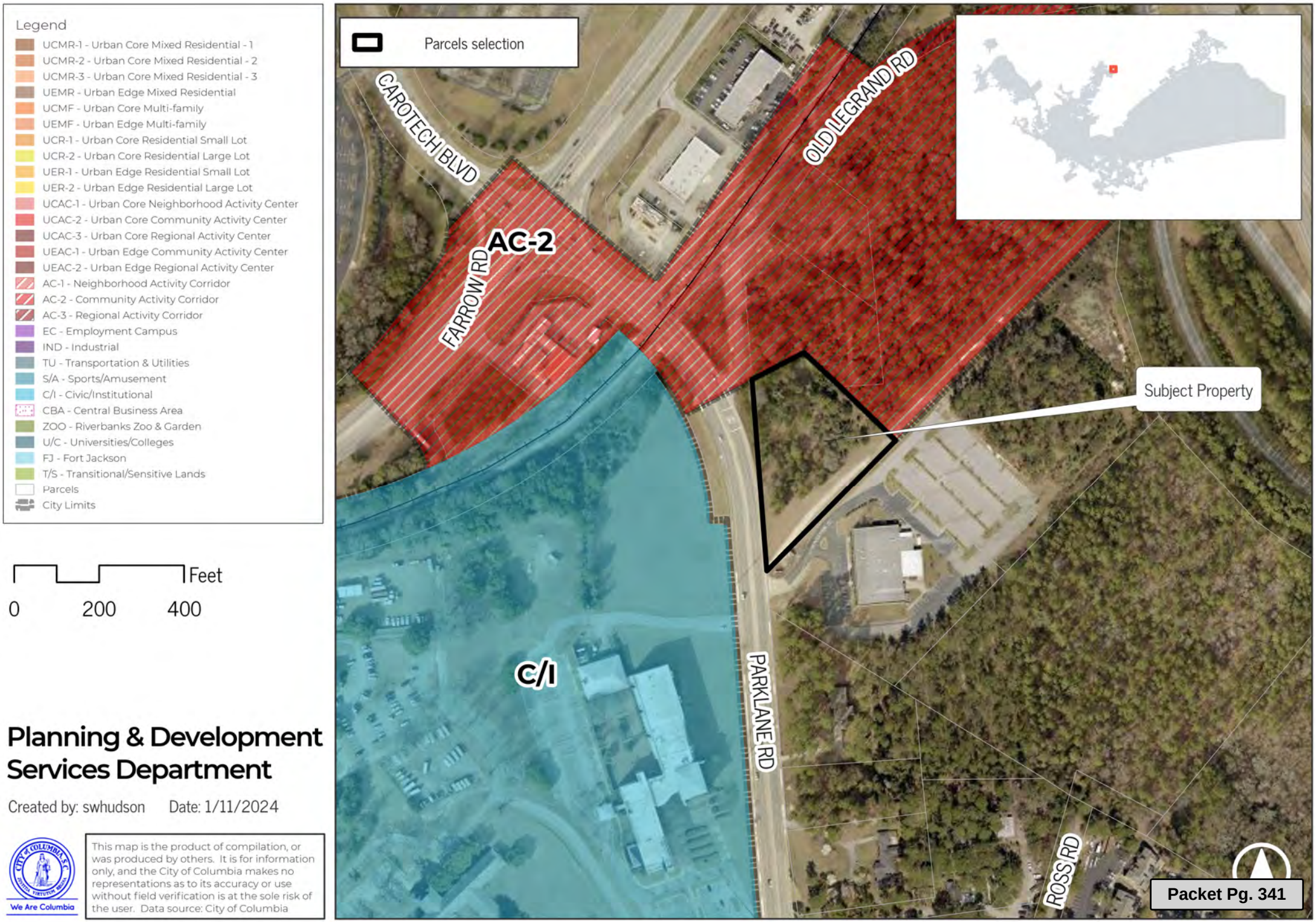
STAFF RECOMMENDATION

Staff recommends the assignment of future land use classification of Community Activity Corridor (AC-2) and zoning of Community Activity Center/Corridor (CAC) at the time of annexation.


CAROTECH BLVD
CAROTECH DR
OLD LEGRAND RD
I-77 ONRAMP
277 ONRAMP
FARROW RD
Subject Property
PARKLANE RD

Future Land Use

8352 Parklane Road; TMS# 17103-01-08
Current Richland Co. Future Land Use: Neighborhood (Medium Density)
Proposed City Future Land Use: Community Activity Corridor (AC-2)



Planning & Development Services Department

Created by: swhudson Date: 1/11/2024

We Are Columbia

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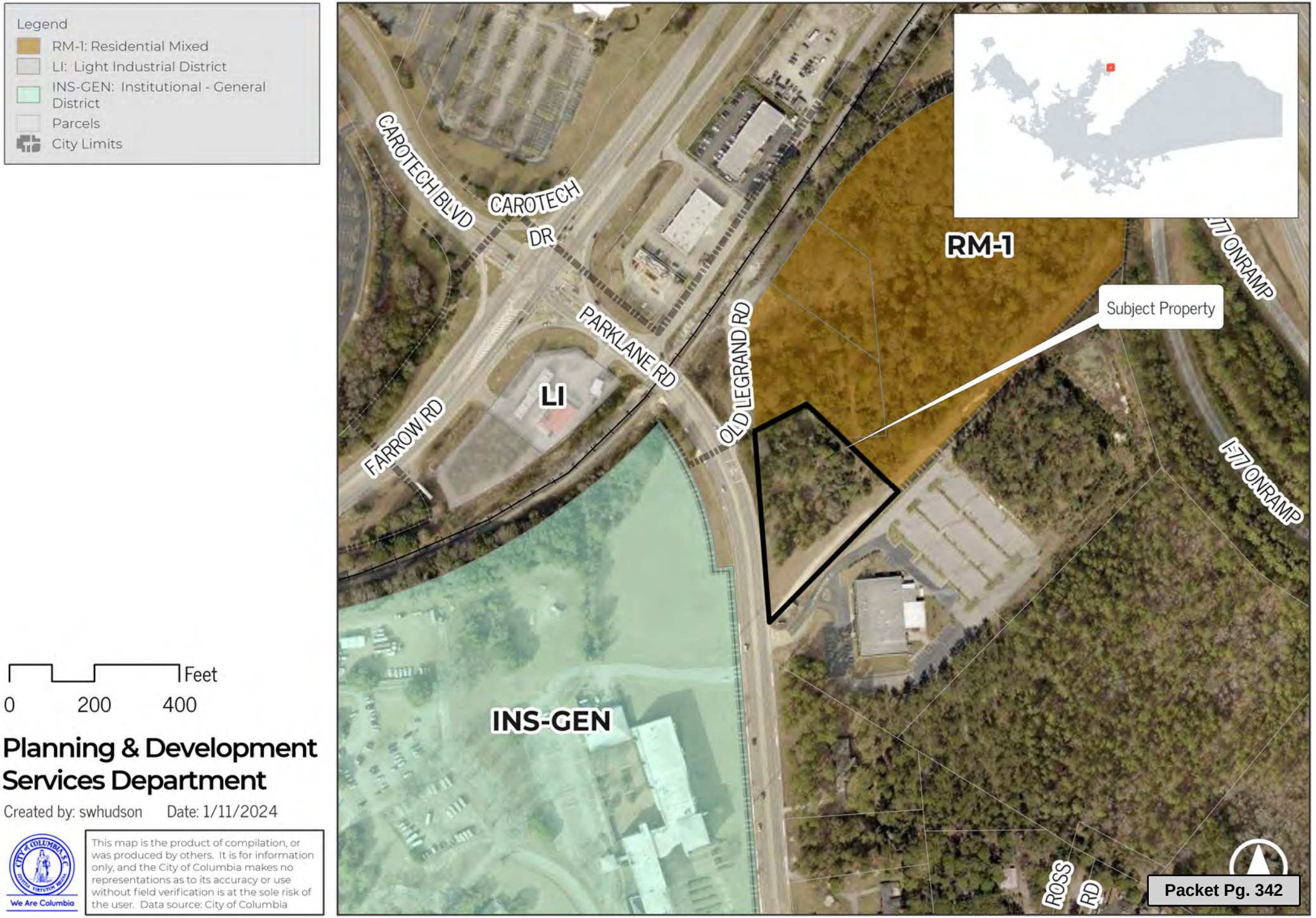
Zoning

8352 Parklane Road; TMS# 17103-01-08
Current Richland Co. Zoning: General Commercial (GC)
Proposed City Zoning: Community Activity Center/Corridor (CAC)



Planning & Development Services Department

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Current Future Land Use Classification

NEIGHBORHOOD (MEDIUM-DENSITY)

Land Use and Character

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.



Desired Development Pattern

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.



Transportation

Upgrades to arterial and collector roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. Subdivisions should be designed to provide vehicular, bicycle, and pedestrian access and connectivity throughout, either through conventional sidewalks or through greenway and trail access.

Recommended Land Uses

Primary Land Uses: Single-family detached houses, duplexes, townhomes

Secondary Land Uses: Multi-family development, neighborhood serving services, such as small scale drycleaners, professional offices, coffee shops, bakeries and restaurants, drug-stores, and convenience stores should be located within Neighborhood Activity Centers or may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. These land uses should not result in strip commercial development or fragmented "leapfrog" development patterns along corridors. Places of worship, public or private parks, and public recreation facilities are also appropriate uses. These uses should be integrated to better serve surrounding residential properties through pedestrian access, and mitigation of any noise, light, or traffic impacts on neighborhoods.

Policy Guidance

1. Neighborhood densities should be based on allowing higher densities that include single-family attached housing near major corridors and activity centers and lower densities that include only single-family detached housing near open space developments, low-density residential, and rural areas.
2. Master planning of neighborhoods is encouraged and should include neighborhood parks and open spaces as part of the development program. A mix of housing types is encouraged within individual developments. Neighborhood scale commercial centers are also an appropriate amenity to include in master planned developments.
3. Traditional neighborhood designs should be facilitated by development of a new zoning district that allows for a mix of housing types and lot sizes within a single development.
4. Developments should connect to adjacent neighborhoods and commercial/employment areas, and be supported by multiple modes of transportation.
5. The protection of mature tree canopy is encouraged for areas surrounding developments and on private residential lots, as feasible.

6. Environmentally sensitive areas, such as floodplains, wetlands, and lands along creeks and surface waters should be protected or developed using best management practices to maintain the areas green infrastructure system, and to ensure long-term water quality. Providing public recreational access to these features, as feasible, is preferred.

Relevant Plans

Broad River Road Corridor and Neighborhood Master Plan, Candlewood Master Plan, Crane Creek Master Plan, Lower Richland Community Strategic Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area

Priority Investment Areas

#2 Ballentine at Dutch Fork Road, Marina, and Broad River Road, Portion of #5 I-20 Fairfield Interchange, Portion of #9 Decker Boulevard and Two Notch Road, Portion of #8 I-77 Farrow Road Interchange

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

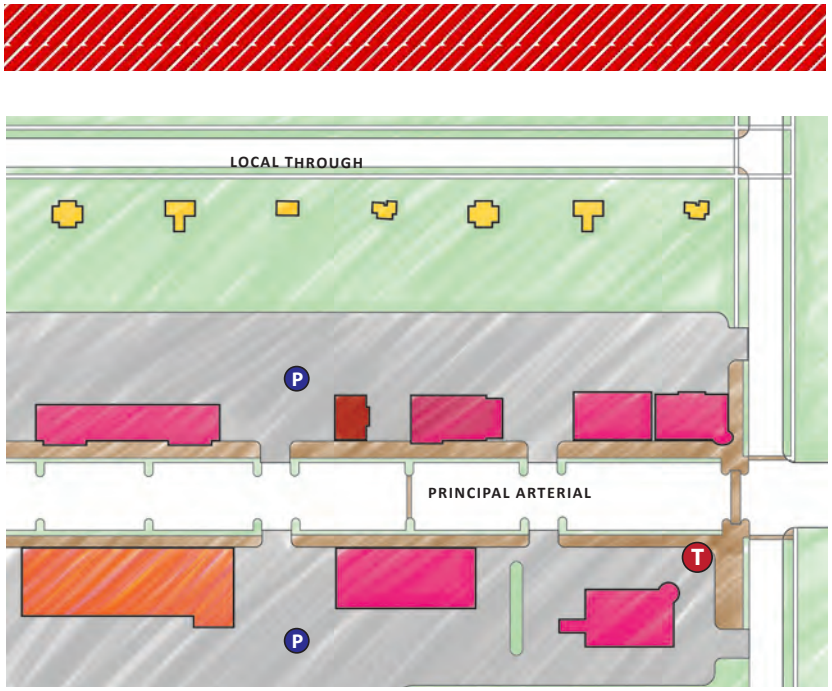
RS-LD, RS-MD,MH,PDD

Proposed Future Land Use Classification

Development Types

COMMUNITY ACTIVITY CORRIDOR (AC-2)

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



AC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

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

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

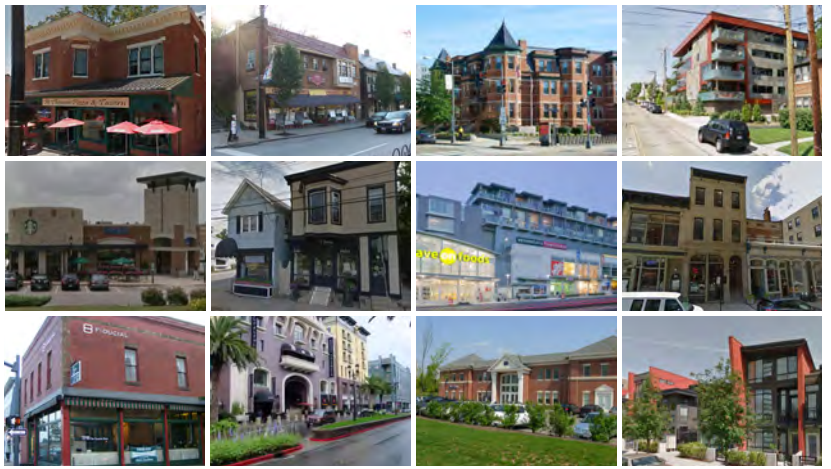
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-2 DEVELOPMENT PATTERN/CONTEXT

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



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

Proposed Zoning District

CAC: Community Activity Center/Corridor District

Purpose

The purpose of the Community Activity Center/Corridor (CAC) District is to provide lands that accommodate moderate-density, walkable, and medium-scale mixed-use development, and commercial development that serves multiple neighborhoods. Some auto-oriented uses are allowed, but the design and location of those uses must be compatible with and support pedestrian-oriented development Allowed uses include live/work and multi-family dwellings, mixed-use, offices, recreation/entertainment, cultural facilities, restaurants, and drinking establishments. *No minimum parking.

Intensity and Dimensional Standards

	Standard		Multi-family and Mixed-Use	All Other Uses
	Lot Area, min. (sf.)		10,000	5,000
1	Lot Width, min. (ft.)		75	50
	Lot Coverage, max. (% of site area)		N/A	
	Density, max. (du/acre)		N/A	
2	Front Yard Setback, (ft.)	Min.	5 [1]	
		Max.	15 [1]	
3	Side Yard Setback, min. (ft.)		0 to 5	
4	Rear Yard Setback, min. (ft.)		20	
5	Building Height, max. (ft.)		75	

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

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for properties on the same block face, if more than 50 percent of the lots on the block face have buildings.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Dwelling, live-work[1]

Dwelling, mixed-use

Dwelling, multifamily

Continuing care retirement community (CCRC)[1]

Dormitory, public

Fraternity or sorority house[2]

Residential care facility[2]

Rooming house or boardinghouse[2]

Broadcasting studio

Newspaper or periodical publishing establishment

Community recreation center

Cultural facility

Day care facility[1]

Government office

Library

Membership organization facility

Place of worship[1]

Public safety facility

Social services facility

College or university

Elementary, middle, or high school

School, business or trade

Hospital

Laboratory, medical or dental

Medical or dental clinic/office

Nursing care facility

Arboretum or botanical garden

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

CAC: COMMUNITY ACTIVITY CENTER/CORRIDOR

Cemetery

Park or greenway[1]

Park and ride

Parking lot[1]

Parking structure[1]

Passenger terminal, surface transportation

Utility facility, major[2]

Utility facility, minor

Kennel[1]

Veterinary hospital or clinic[1]

Self-service storage[1]

Eating establishment only[1]

Eating and drinking establishment, Type 1[1]

Eating and drinking establishment, Type 2[2]

Funeral home or mortuary

Business/Professional office

Contractor's office

Bank, retail

Beauty salon or barbershop

Body piercing or tattoo establishment[1]

Dry cleaning pick-up[1]

Laundry, coin-operated

Nail salon

Repair of personal goods

Car wash

Banquet hall

Performing arts center

Recreation facility, indoor, not elsewhere listed

Recreation facility, outdoor, not elsewhere listed

Consumer goods store

Convenience store[2]

Farmers' market

Grocery store or food market

Liquor store[2]

Pawn shop[2]

Gasoline sales and service station[1]

Personal vehicle repair and maintenance[1]

Vehicle equipment supplies sales and rentals

Hotel or motel

Community garden[1]

Manufacturing, assembly, or fabrication, light

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ORDINANCE NO.: 2024-012

Annexing 8352 Parklane Road, Richland County TMS #17103-01-08 into the City of Columbia, South Carolina, 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 _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

2. The property identified as 8352 Parklane Road and TMS# 17103-01-08 containing 2.13 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 113.03, and assigned a future land use classification of Community Activity Corridor (AC-2) and zoning of Community Activity Center/Corridor (CAC).

LEGAL DEPARTMENT DRAFT

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 17103-01-08

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:

City Manager

Approved as to form:

Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

Last revised 2/20/2024
24020286

ORDINANCE NO.: 2024-012
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land lying and situated in Richland County, near the City of Columbia, State of South Carolina, containing 2.13 acre, more or less, and being shown on an ALTA/NSPS Land Title Survey prepared for AllSouth Federal Credit Union by Associated E & S, Inc., dated May 5, 2020, last revised November 18, 2020, and recorded in the Richland County Register of Deeds Office in Record Book 2574, Page 1363, and having the following metes and bounds, to-wit:

Beginning at an iron pin located near the southeastern intersection of the right-of-way of Old LeGrand Road and Parklane Road, shown as P.O.B., thence running along land now or formerly First Piedmont SC, LLC, N60°38'04"E for a distance of 132.73' to an iron pin; thence N60°38'04"E for a distance of 9.32' to an iron pin; thence turning and continuing along lands now or formerly First Piedmont SC, LLC, S45°34'04"E for a distance of 296.63' to an iron pin; thence turning and running along lands now or formerly The Brook, S44°25 '41"W for a distance of 430.97' to an iron pin on the eastern right-of-way of Parklane Road; thence turning and running along the eastern right-of-way of Parklane Road, N04°20'51"W for a distance of 423.35' to an iron pin; thence N04°26'45"W for a distance of 23.70' to the point of beginning. Said tract containing 2.13 acres, more or less.

LEGAL DEPARTMENT DRAFT

Last revised: 2/20/2024
24020286

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: January 17, 2024

RE: **Property Address:** 8352 Parklane Road
Richland County TMS#: 17103-01-08
Owner(s): AllSouth Federal Credit Union
Current Use: Commercial
Proposed Use: Commercial
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Community Activity Center/Corridor (CAC)
Reason for Annexation: Municipal Services; Long Range Area
City Council District: 1
Census Tract: 113.03

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 **February 8, 2024** 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

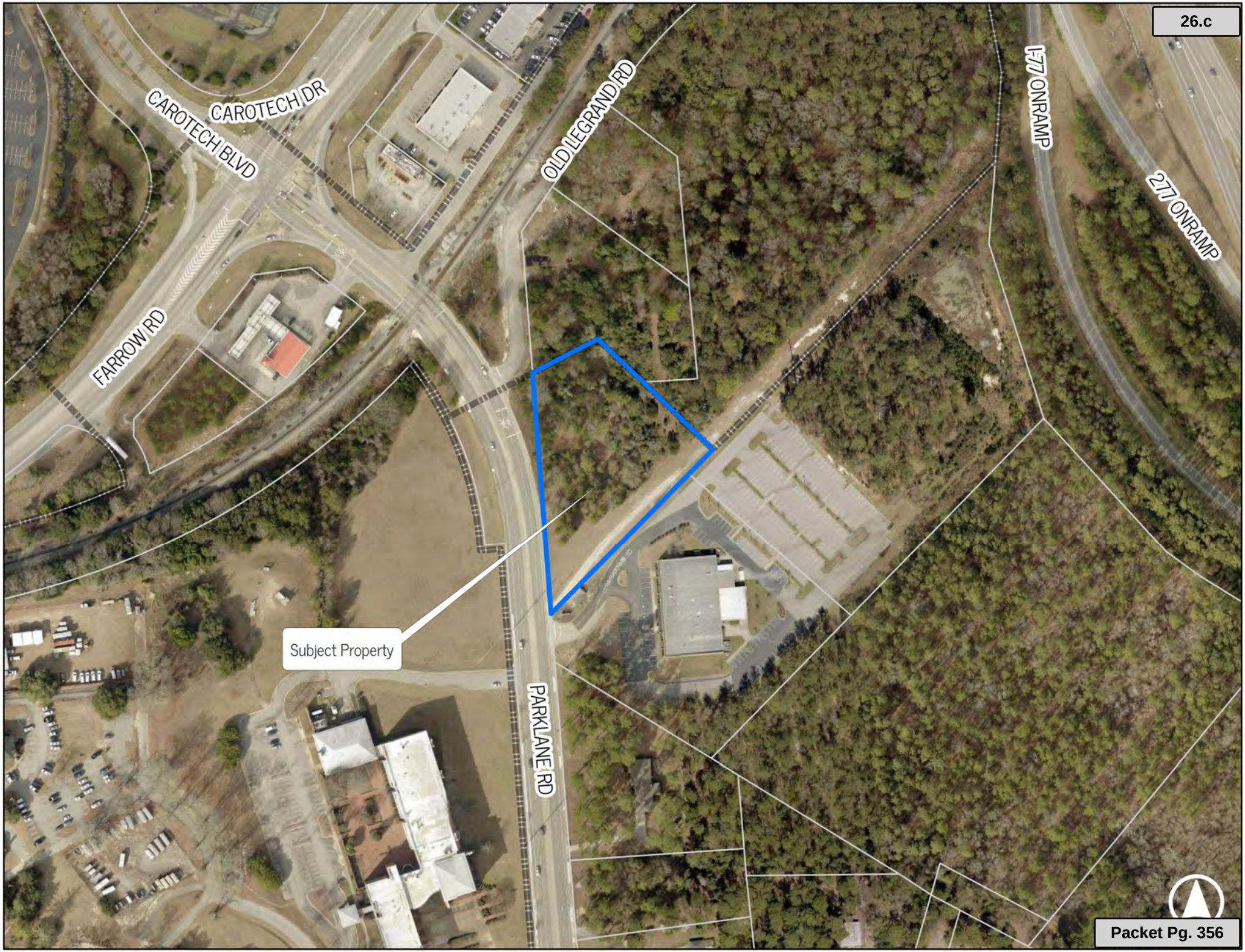
cc:

Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Dana Higgins, Director, Engineering
Frank Eskridge, Director, Utilities
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Kelly Smith, 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
Dollie Herron, Community Development
George Adams, Fire Marshal
Hope Hasty, Zoning Administrator
Wendy Royal, 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: AC-2 (Land Use classification) by 5-0.
on 2/8/24 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: CAC (Zoning classification) by 5-0.
on 2/8/24 (mm/dd/yyyy).

(Signature of Annexation Coordinator)


CAROTECH BLVD
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Subject Property
PARKLANE RD

Future Land Use

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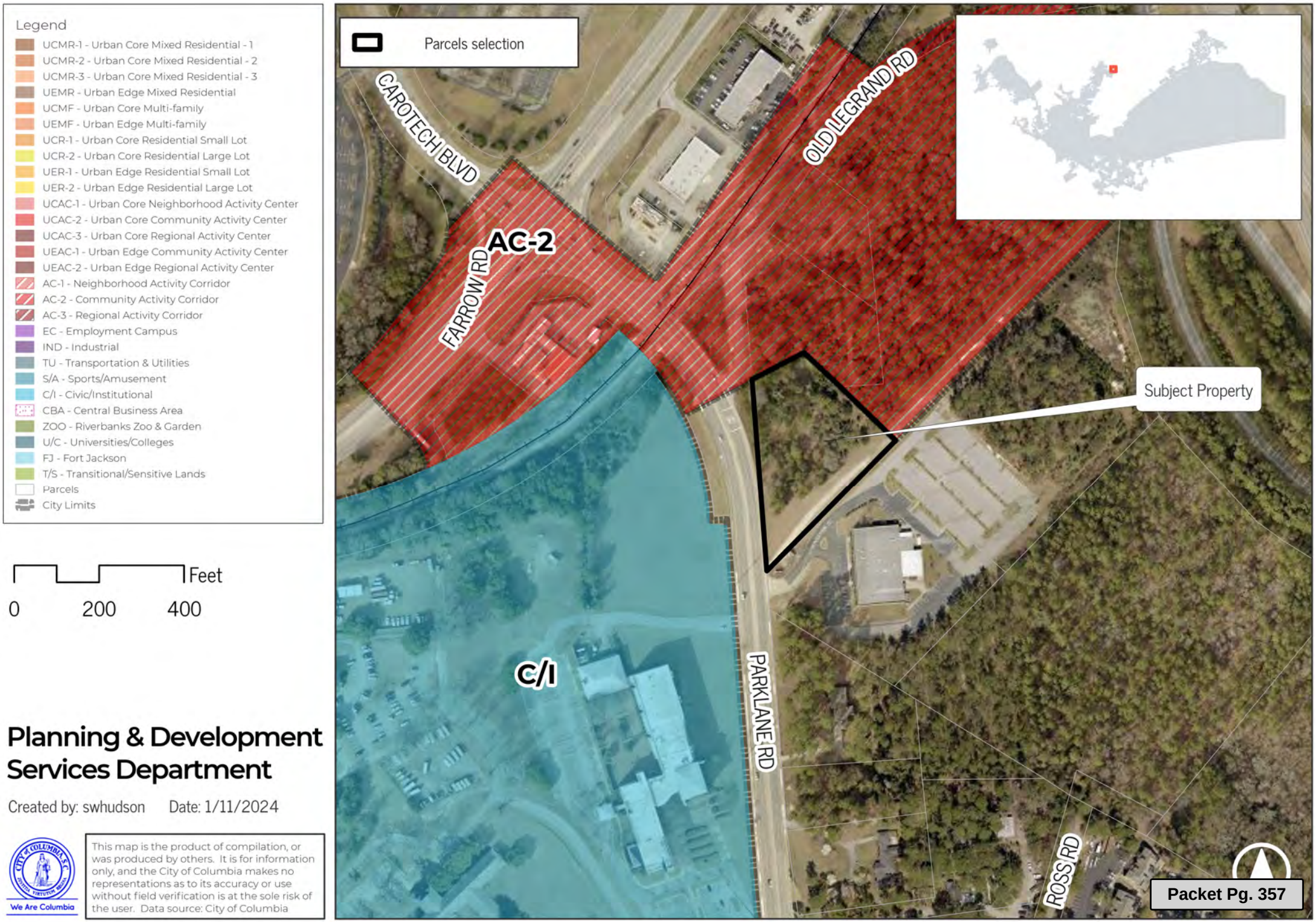

Planning & Development Services Department

Created by: swhudson Date: 1/11/2024

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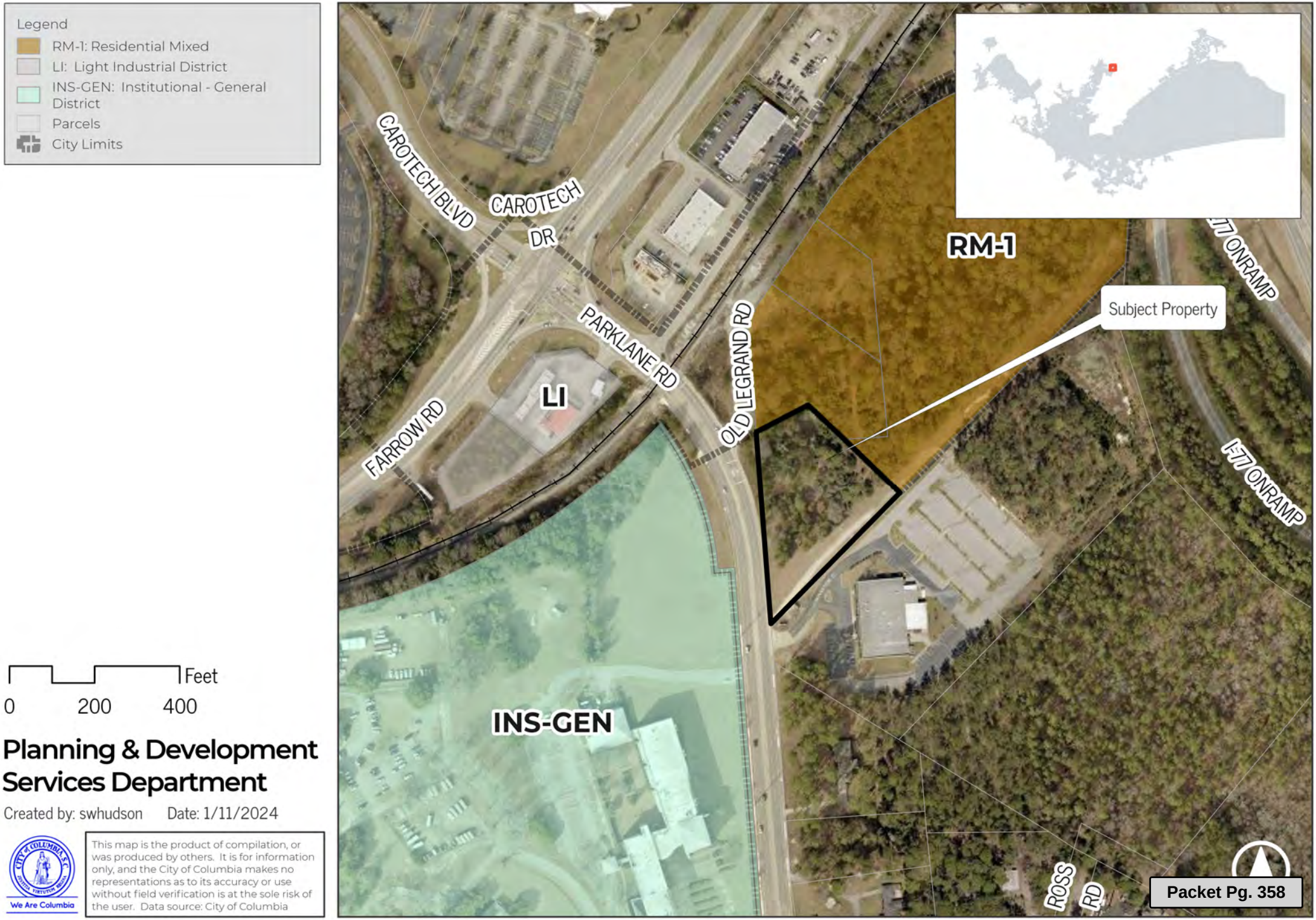
Zoning

8352 Parklane Road; TMS# 17103-01-08
Current Richland Co. Zoning: General Commercial (GC)
Proposed City Zoning: Community Activity Center/Corridor (CAC)



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STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

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

Property Description: See attached Exhibit "A"

Richland County TMS: 17103-01-08

Property Addresses: 8352 Parklane Road

AllSouth Federal Credit Union

BY: _____ Date: 6/7/2023
(Signature)

WES SLICE
(Print or Type Name)

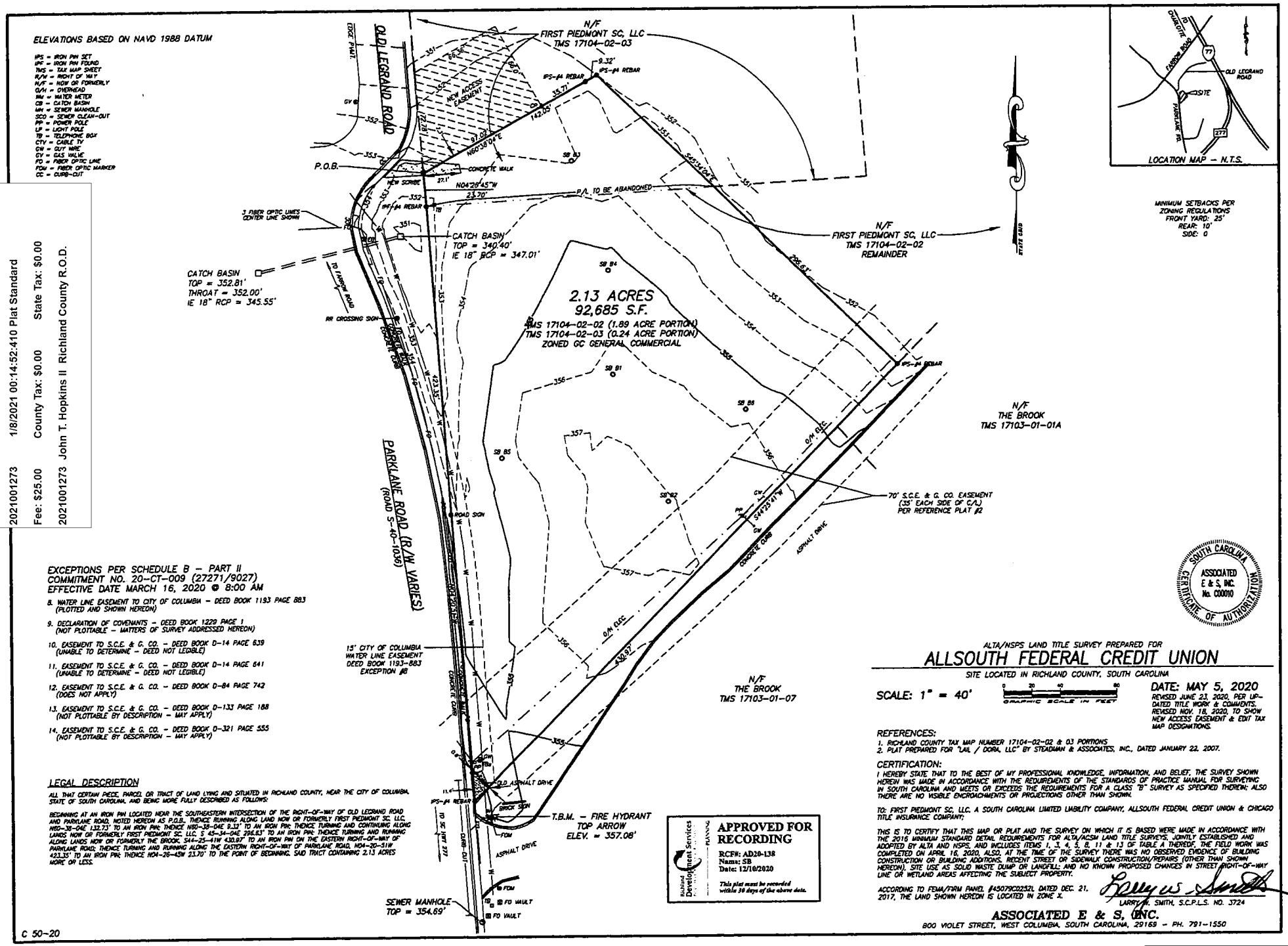
ITS: DIRECTOR OF FACILITIES
(Print or Type Title)

EXHIBIT "A"

PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land lying and situated in Richland County, near the City of Columbia, State of South Carolina, containing 2.13 acre, more or less, and being shown on an ALTA/NSPS Land Title Survey prepared for AllSouth Federal Credit Union by Associated E & S, Inc., dated May 5, 2020, last revised November 18, 2020, and recorded in the Richland County Register of Deeds Office in Record Book 2574, Page 1363, and having the following metes and bounds, to-wit:

Beginning at an iron pin located near the southeastern intersection of the right-of-way of Old LeGrand Road and Parklane Road, shown as P.0.B., thence running along land now or formerly First Piedmont SC, LLC, N60°38'04"E for a distance of 132.73' to an iron pin; thence N60°38'04"E for a distance of 9.32' to an iron pin; thence turning and continuing along lands now or formerly First Piedmont SC, LLC, S45°34'04"E for a distance of 296.63' to an iron pin; thence turning and running along lands now or formerly The Brook, S44°25 '41"W for a distance of 430.97' to an iron pin on the eastern right-of-way of Parklane Road; thence turning and running along the eastern right-of-way of Parklane Road, N04°20'51"W for a distance of 423.35' to an iron pin; thence N04°26'45"W for a distance of 23.70' to the point of beginning. Said tract containing 2.13 acres, more or less.



Book 2574-1363
2021001273 1/8/2021 00:14:52:410 Plat Standard
Fee: $25.00 County Tax: $0.00 State Tax: $0.00
2021001273 John T. Hopkins II Richland County R.O.D.

EXCEPTIONS PER SCHEDULE B – PART II
COMMITMENT NO. 20-CT-009 (27271/9027)
EFFECTIVE DATE MARCH 16, 2020 @ 8:00 AM

8. WATER LINE EASEMENT TO CITY OF COLUMBIA – DEED BOOK 1193 PAGE 883 (PLOTTED AND SHOWN HEREON)
9. DECLARATION OF COVENANTS – DEED BOOK 1229 PAGE 1 (NOT PLOTTABLE – MATTERS OF SURVEY ADDRESSED HEREON)
10. EASEMENT TO S.C.E. & G. CO. – DEED BOOK D-14 PAGE 639 (UNABLE TO DETERMINE – DEED NOT LEGIBLE)
11. EASEMENT TO S.C.E. & G. CO. – DEED BOOK D-14 PAGE 641 (UNABLE TO DETERMINE – DEED NOT LEGIBLE)
12. EASEMENT TO S.C.E. & G. CO. – DEED BOOK D-84 PAGE 742 (DOES NOT APPLY)
13. EASEMENT TO S.C.E. & G. CO. – DEED BOOK D-133 PAGE 188 (NOT PLOTTABLE BY DESCRIPTION – MAY APPLY)
14. EASEMENT TO S.C.E. & G. CO. – DEED BOOK D-321 PAGE 555 (NOT PLOTTABLE BY DESCRIPTION – MAY APPLY)

LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND LYING AND SITUATED IN RICHLAND COUNTY, NEAR THE CITY OF COLUMBIA, STATE OF SOUTH CAROLINA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN LOCATED NEAR THE SOUTHEASTERN INTERSECTION OF THE RIGHT-OF-WAY OF OLD LEGRAND ROAD AND PARKLANE ROAD, NOTED HEREON AS P.O.B.; THENCE RUNNING ALONG LAND NOW OR FORMERLY FIRST PIEDMONT SC, LLC, N60-38-04E 132.73' TO AN IRON PIN; THENCE N60-38-04E 9.32' TO AN IRON PIN; THENCE TURNING AND CONTINUING ALONG LANDS NOW OR FORMERLY FIRST PIEDMONT SC, LLC, S 45-34-04E 296.83' TO AN IRON PIN; THENCE TURNING AND RUNNING ALONG LANDS NOW OR FORMERLY THE BROOK, S42-25-41W 430.97' TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY OF PARKLANE ROAD; THENCE TURNING AND RUNNING ALONG THE EASTERN RIGHT-OF-WAY OF PARKLANE ROAD, N04-20-51W 423.35' TO AN IRON PIN; THENCE N04-26-45W 23.70' TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 2.13 ACRES MORE OR LESS.

REFERENCES:

1. RICHLAND COUNTY TAX MAP NUMBER 17104-02-02 & 03 PORTIONS
2. PLAT PREPARED FOR "LAIL / DORA, LLC" BY STEADMAN & ASSOCIATES, INC., DATED JANUARY 22, 2007.

CERTIFICATION:

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.

TO: FIRST PIEDMONT SC, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, ALLSOUTH FEDERAL CREDIT UNION & CHICAGO TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 5, 8, 11 & 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 16, 2020. ALSO, AT THE TIME OF THE SURVEY THERE WAS NO OBSERVED EVIDENCE OF BUILDING CONSTRUCTION OR BUILDING ADDITIONS, RECENT STREET OR SIDEWALK CONSTRUCTION/REPAIRS (OTHER THAN SHOWN HEREON), SITE USE AS SOLID WASTE DUMP OR LANDFILL; AND NO KNOWN PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINE OR WETLAND AREAS AFFECTING THE SUBJECT PROPERTY.

ACCORDING TO FEMA/FIRM PANEL #45079C0252L DATED DEC. 21, 2017, THE LAND SHOWN HEREON IS LOCATED IN ZONE X.

LARRY M. SMITH, S.C.P.L.S. NO. 3724

ASSOCIATED E & S, INC.
800 VIOLET STREET, WEST COLUMBIA, SOUTH CAROLINA, 29169 – PH. 791-1550

Instrument Number: 2021001273 Book/Page: R 2574/1363 Date Time: 01/08/2021 00:14:52:410

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 7613 Garners Ferry Road; TMS#16314-03-16**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **No**

PURPOSE:

Ordinance No.: 2024-011 - Annexing 7613 Garners Ferry Road, Richland County TMS #16314-03-16 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Edge Regional Activity Center (UEAC-2) and assign zoning of General Commercial District (GC) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned General Commercial (GC) by Richland County.

Applicant: C. Paul Harrison

Staff Recommendation: Approval

PC Recommendation: 2/8/2024; Approval (5-0)

ATTACHMENTS:

- **#a:** 2024-011 - Annex and Incorporate 7613 Garners Ferry Road (PDF)
- #b: GarnersFerry7613_Offer_Notice (PDF)
- #c: GarnersFerry7613_Petition (PDF)
- #d: ANNEX-2023-0028_7613GarnersFerry_ZPH_Packet (PDF)

ORDINANCE NO.: 2024-011

Annexing 7613 Garners Ferry Road, Richland County TMS #16314-03-16 into the City of Columbia, South Carolina, 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 _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

2. The property identified as 7613 Garners Ferry Road and TMS# 16314-03-16 containing 0.68 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 116.07, and assigned a future land use classification of Urban Edge Regional Activity Center (UEAC-2) and zoning of General Commercial District (GC).

LEGAL DEPARTMENT DRAFT

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16314-03-16

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:

City Manager

Approved as to form:

Deputy City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Last revised: 2/20/2024
24020285

ORDINANCE NO.: 2024-011
EXHIBIT "A"
PROPERTY DESCRIPTION

ALL THAT CERTAIN PIECE, parcel or lot of land, with improvements thereon, containing .68 acre, more or less, and being shown as Parcel "A" on that certain plat prepared for CAR Associates by Cox and Dinkins, Inc., dated March 15, 1996; revised June 7, 1996, and June 21, 1996, and recorded in the RMC Office for Richland County in Plat Book 56 at page 4175; and being further shown on a plat prepared for J. Phillip McCorkle dated November 7, 1996, by Baxter Land Surveying Co., Inc., to be recorded, said lot according to said plat being bounded and measuring as follows: Beginning at a point approximately 250.2 feet east of the intersection of Fountain Lake Road and Gamer's Ferry Road and running in a southeast direction S42°45'51 "E along Gamers Ferry Road for a distance of 150.88 feet to a 1/2" rebar; thence turning and running in a Southwest direction S34°19'23"W along Parcel "D" for a distance of 196.92 feet to a 1/2" rebar; thence turning and running in a Northwest direction along Parcel "C" N45°53'28"W for a distance of 149.19 feet to a 1/2" rebar; thence turning and running in a Northeast direction along property now or formerly of Vernon E. Sanders N34°18'32"E for a distance of 205 .28 feet to the point of beginning. All measurements being a little more or less.

LEGAL DEPARTMENT DRAFT

Last revised: 2/20/2024
24020285

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: January 17, 2024

RE: **Property Address:** 7613 Garners Ferry Road
Richland County TMS#: 16314-03-16
Owner(s): C. Paul Harrison
Current Use: Commercial
Proposed Use: Commercial
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Regional Activity Center (UEAC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial District (GC)
Reason for Annexation: Municipal Services; Donut Hole - Secondary
City Council District: 3
Census Tract: 116.07

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

Planning & Development Services staff will see to it that this matter is placed on the **February 8, 2024** 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
Frank Eskridge, Director, Utilities
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Kelly Smith, 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
Dollie Herron, Community Development
George Adams, Fire Marshal
Hope Hasty, Zoning Administrator
Wendy Royal, 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: UEAC-2 (Land Use classification) by 5 - 0.
on 2/8/24 (mm/dd/yyyy).

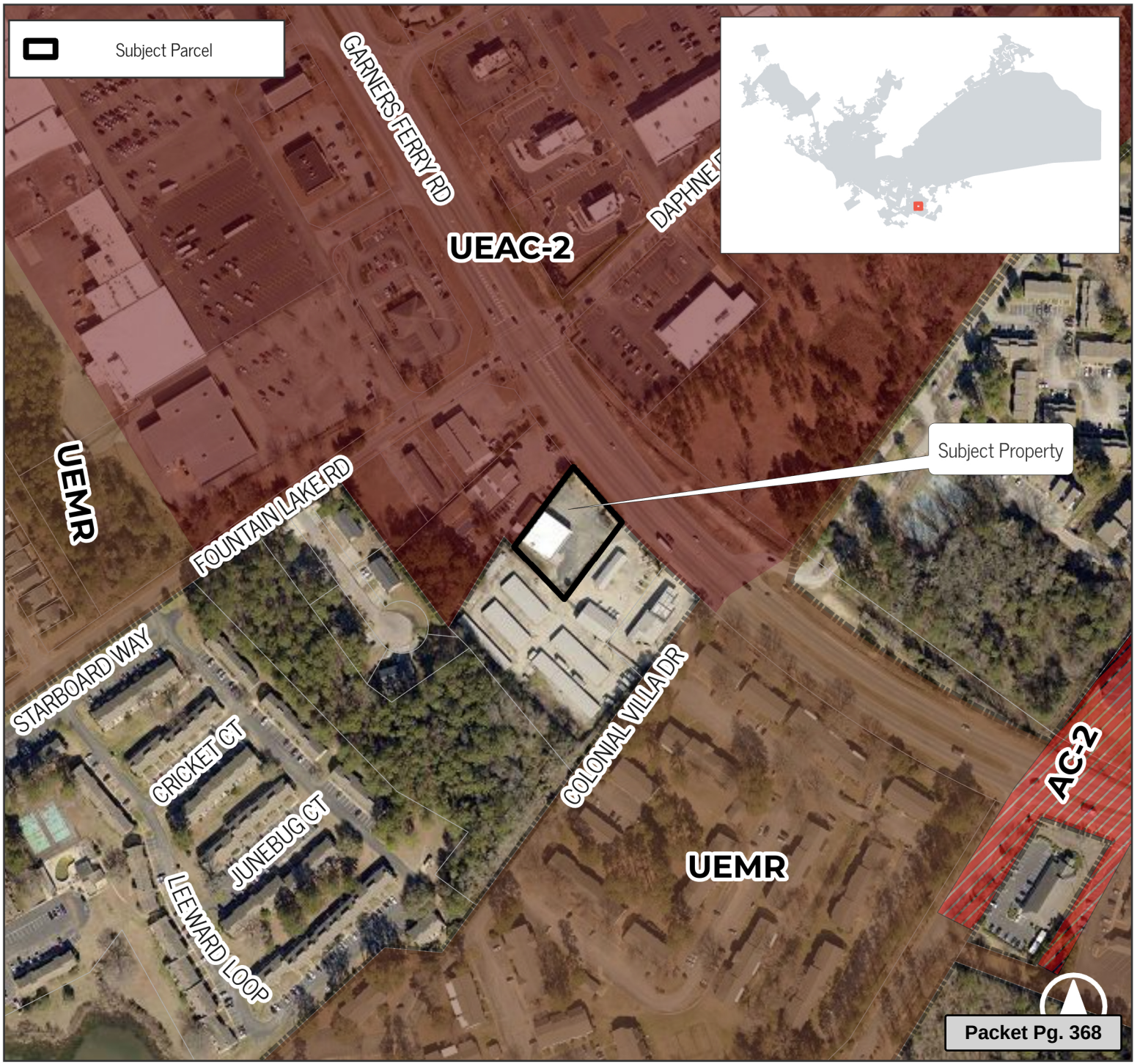
Planning Commission Zoning Recommendation: GC (Zoning classification) by 5 - 0.
on 2/8/24 (mm/dd/yyyy).

(Signature of Annexation Coordinator)


GARNERS FERRY RD
DAPHNE RD
FOUNTAIN LAKE RD
YORKTOWN CT
STARBOARD WAY
Subject Property
CRICKET CT
LEEWARD LOOP
JUNEBUG CT
LEEWARD LOOP
COLONIAL VILLA DR

Future Land Use

7613 Garners Ferry Road; TMS# 16314-03-16
Current Richland Co. Future Land Use: Neighborhood (Medium Density)
Proposed City Future Land Use: Urban Edge Regional Activity Center (UEAC-2)



Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

0 200 400 Feet

Planning & Development Services Department

Created by: swhudson Date: 1/12/2024

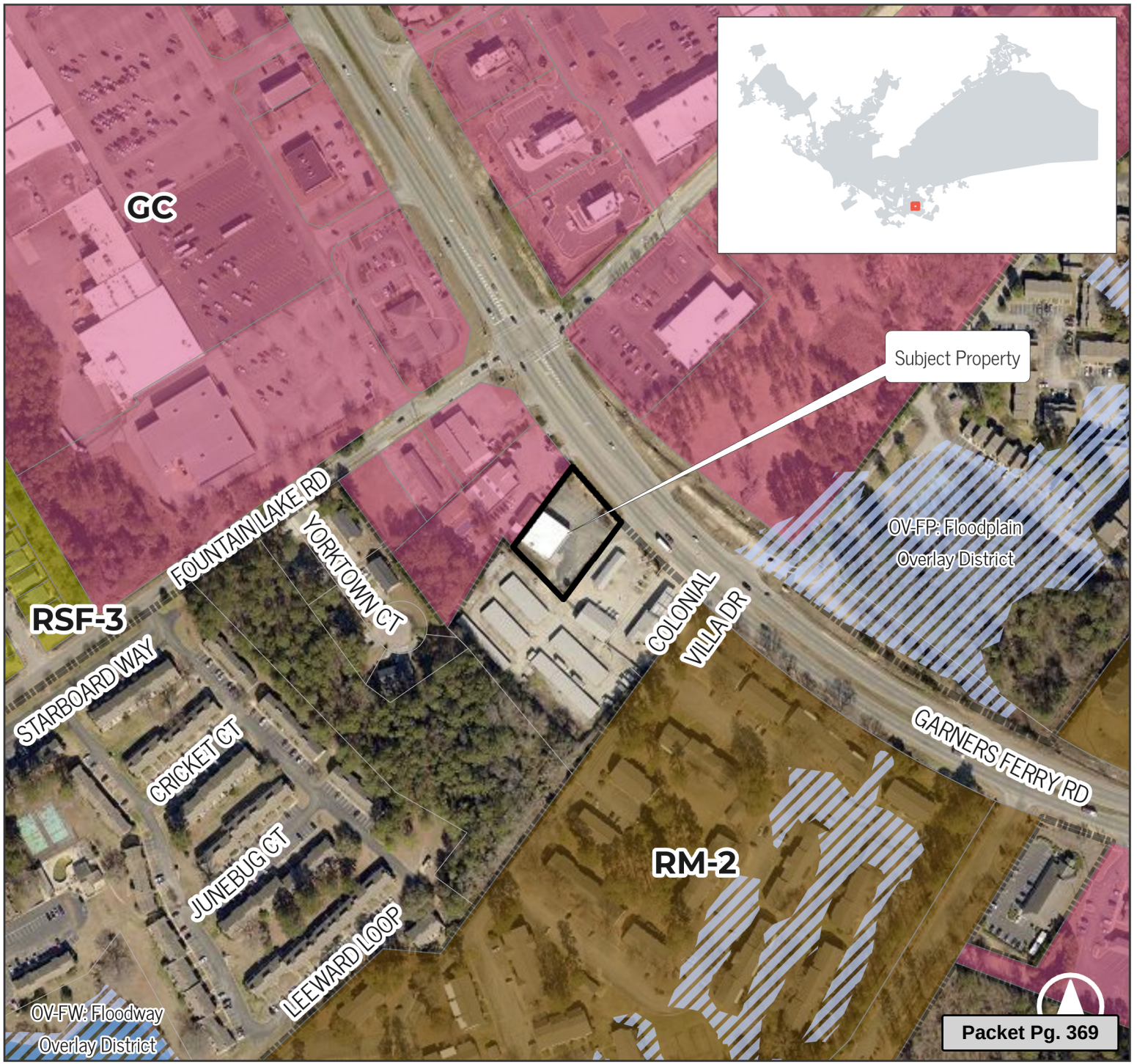
We Are Columbia

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 at the sole risk of the user. Data source: City of Columbia

Zoning

7613 Garners Ferry Road; TMS# 16314-03-16
Current Richland Co. Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial District (GC)

Legend
- GC: General Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 200 400 Feet

Planning & Development Services Department

Created by: swhudson Date: 1/12/2024

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

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

Property Description: ALL THAT CERTAIN PIECE, parcel or lot of land, with improvements thereon, containing .68 acre, more or less, and being shown as Parcel "A" on that certain plat prepared for CAR Associates by Cox and Dinkins, Inc., dated March 15, 1996; revised June 7, 1996, and June 21, 1996, and recorded in the RMC Office for Richland County in Plat Book 56 at page 4175; and being further shown on a plat prepared for J. Phillip McCorkle dated November 7, 1996, by Baxter Land Surveying Co., Inc., to be recorded, said lot according to said plat being bounded and measuring as follows: Beginning at a point approximately 250.2 feet east of the intersection of Fountain Lake Road and Gamer's Ferry Road and running in a southeast direction S42°45'51 "E along Gamers Ferry Road for a distance of 150.88 feet to a 1/2" rebar; thence turning and running in a Southwest direction S34°19'23"W along Parcel "D" for a distance of 196.92 feet to a 1/2" rebar; thence turning and running in a Northwest direction along Parcel "C" N45°53'28"W for a distance of 149.19 feet to a 1/2" rebar; thence turning and running in a Northeast direction along property now or formerly of Vernon E. Sanders N34°18'32"E for a distance of 205 .28 feet to the point of beginning. All measurements being a little more or less.

Richland County TMS: 16314-03-16

Property Addresses: 7613 Garners Ferry Road

C. Paul Harrison

Date: 12.2.23

C. Paul Harrison

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA

CALL 1-800-922-0983

UNDERGROUND LOCATORS, CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EXPERT TO ELVIS FOR AN UPDATE TO UTILITY LOCATIONS.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES WAS OBTAINED FROM LOCAL UTILITY COMPANIES AND AVAILABLE DRAWINGS SUPPLIED BY THEM/THEIR AND IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED AS MAY LIGHT BY. THERE EXISTS THIS SURVEYOR HAS NO NOTICE OR KNOWLEDGE OF ANY FACTS THAT COULD LEAD HIM TO CONCLUDE THAT THE INFORMATION IS NOT ACCURATE. UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS AGENTS AND HIS CONTRACTORS SHALL HEREBY SPECIFICALLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF UNDERGROUND INFORMATION, EXPRESSED OR IMPLIED, WITH RESPECT TO ABOVE GROUND MEASUREMENTS OF SUCH UTILITIES IS BASED UPON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS AND IS SHOWN HEREON.

RAINBOW ROAD & TIDWELL ROAD

FILED
96 JUL 19 PM 1:00
REGISTER OF MESNE CONVEYANCE
RICHLAND CNTY, S.C.
CLAY T. BARRETT

BOOK 56 PAGE 4175

MAGNETIC

RECORDED PAID

LOCATION MAP
(NOT TO SCALE)

SITE
30' INGRESS/EGRESS EASEMENT
REDMAN DR.
FOUNTAIN LAKE RD.
ATLAS ROAD
GARNERS FERRY ROAD
U.S. HWY. 76 & 378
DAPHNE ST.
PATTERSON ST.

PARCEL "C"

PARCEL "B"

PARCEL "A"
0.675 ACRE / 29,440 SQ. FT.
VACANT LOT

PARCEL "D"
30' INGRESS/EGRESS EASEMENT
0.13 ACRE / 5,900 SQ. FT.

NOW OR FORMERLY
VERNON E. SANDERS

1/2" Rebar (n)
1" Pipe (o)
N 45°52'41" W
30.45'
149.16'
N 44°19'59" W
21.73'
1-1/4" Pipe (o)
Min. Bldg. Setback Line (typical)
15' General Utility Easement
Cyclone Fence
N 34°16'41" E
S 34°16'41" W
196.94'
N 41°50'E
205.27'
S 42°45'51" E
150.86'
Δ = 03°36'08"
R = 2400.17'
L = 150.88'
130.16'
S 46°05'21" E
30.54'
S 44°55'45" E
Δ = 00°43'45"
R = 2400.17'
L = 30.54'
Overhead Utility Lines
Utility Lines
Pole
Telephone Box
16" Water Line (Approx. location)
Edge of Pavement
Centerline
250.2' ± TO
FOUNTAIN LAKE ROAD
N 37°28'36" W
222.61'
Fire Hydrant
217.46

"INSET"
SCALE: 1" = 50'

Sanitary Sewer (Approx. Loc.)
Manhole
Top = 188.08
Inv. In= 180.68
Inv. Out= 180.48
15' Sanitary Sewer Easement (Approx. Loc.)
Manhole
Top = 197.82
Inv. In= 190.32
Inv. Out= 190.22
15' General Utility Easement

BENCH MARK ELEVATION = 217.96' M.S.L. (Mean Sea Level)
RAILROAD SPIKE IN POWER POLE NO. C 11641
LOCATED IN THE SOUTHEAST
QUADRANT OF THE INTERSECTION OF
FOUNTAIN LAKE DRIVE
AND GARNERS FERRY ROAD
(BENCH MARK INFORMATION PROVIDED BY
CITY OF COLUMBIA ENGINEERING DEPARTMENT)

GARNER'S FERRY ROAD
U.S. HWY. NO.'s 76 & 378

NOTES:

1) THE LOCATIONS OF UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN.
2) CONTOUR INTERVAL = ONE FOOT.

REFERENCES:

1) PROPERTY SURVEY PREPARED FOR G. JEFF MATTHEWS, BY B.P. BARBER & ASSOCIATES, INC., DATED AUGUST 11, 1988, AND RECORDED IN THE OFFICE OF REGISTER OF MESNE CONVEYANCE FOR RICHLAND COUNTY IN PLAT BOOK NO. 51, PAGE 1067.
2) PRELIMINARY SKETCH PLAN OF PROPOSED COMMERCIAL SUBDIVISION, BY AMERICAN ENGINEERING CONSULTANTS, INC., DATED JUNE 1, 1995.

REVISIONS
1) REVISED JUNE 7, 1996, TO SHOW 15' GENERAL UTILITY EASEMENT.
2) REVISED JULY 22, 1996

I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP; AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SUBJECT PROPERTY IS NOT LOCATED IN SPECIAL FLOOD HAZARD ZONE A OR X (SHADED) (AS PER NATIONAL INSURANCE PROGRAM FLOOD INSURANCE RATE MAP, MAP NUMBER 450170 0179 G, EFFECTIVE DATE: JANUARY 19, 1984)

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

DATED: 3.15.96

Steve T. Perkins
REG. LAND SURVEYOR & PROF. ENGINEER NO. 6264

BOOK 56 PAGE 4175

BOUNDARY SURVEY & TOPOGRAPHICAL MAP PREPARED FOR

CAR ASSOCIATES

RICHLAND COUNTY, NEAR COLUMBIA, S.C.

DATE: (SEE REVISION) MARCH 15, 1996

Scale: 1" = 20'

0' 10' 20' 40'

COX and DINKINS, INC.

ENGINEERS • SURVEYORS

614 Holly Street; Columbia, South Carolina - 29205
(803) 254-0518

Project No:

Sheet No. of

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

Steve T. Perkins
REG. LAND SURVEYOR & PROF. ENGINEER NO. 6264

BOOK 1032-3 TO 5 | SF NO. 253 | NO. 23 | TMS 16314-3-9 (PORT.) | 6032-03

CITY COUNCIL

March 19 2024 at 4:00pm
City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
7613 Garners Ferry Road;
TMS# 16314-03-16

Council District:	3
Proposal:	Request to annex the property, assign land use classification of Urban Edge Regional Activity Center (UEAC-2) and assign zoning of General Commercial District (GC) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned General Commercial (GC) by Richland County.
Applicant:	C. Paul Harrison
Staff Recommendation:	Approval
PC Recommendation:	2/8/2024; Approval (5-0)
ZPH, 1ST Reading:	3/19/2024; Pending
2nd Reading:	4/2/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.68
Current Use: Commercial
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole - Secondary
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Urban Edge Regional Activity Center (UEAC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial District (GC)
Census Tract: 116.07

DETERMINATION FOR CITY SERVICES

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

Police
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 business would be **approximately $1,400 per year,** based on calls to similar commercial uses 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
The Solid Waste Division does not typically provide service to this type of development.

Engineering
Because water and sanitary sewer lines are already available to this property, Utilities and Engineering should **not incur any costs** associated with this annexation.

Water Customer Care
The business will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services
We recommend approval of the annexation of this property, which is within an area designated as Donut Hole – Secondary within the Urban Service Area plan. The property contains walk-in medical clinic within a recently renovated former auto parts store. The real estate tax revenue generated for the City would be **approximately $4,200 per year** based on the estimated taxable value of this property.

* Estimated City Tax Revenue is based on **2023 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 than this number, 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 .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Donut Hole - Secondary" in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area
The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Hole – Secondary
Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include "higher value" properties where annexation could prove beneficial to revenues.

Annexation within *Secondary Areas* should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Regional Activity Center (UEAC-2). The property is currently designated as Neighborhood (Medium Density) by Richland County.

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

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

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County, though the Central Midlands Council of Governments is currently facilitating a planning process in the area, the *Columbia East Traffic Improvement Area Plan*.

PROPOSED ZONING DISTRICT SUMMARY

The property is currently zoned General Commercial (GC) by Richland County. Adjacent parcels within the City of Columbia are currently zoned General Commercial District (GC) to the northwest and northeast. Adjacent parcels in unincorporated Richland County are currently zoned General Commercial (GC) to the southeast and southwest. Upon the implementation of Richland County's new Land Development Code and Zoning Maps on March 1, 2024, the subject property and adjacent County-zoned properties will continue to be zoned General Commercial (GC).

The proposed City of Columbia zoning district is General Commercial District (GC).

Refer to attached zoning district descriptions for more information on the proposed City of Columbia zoning.

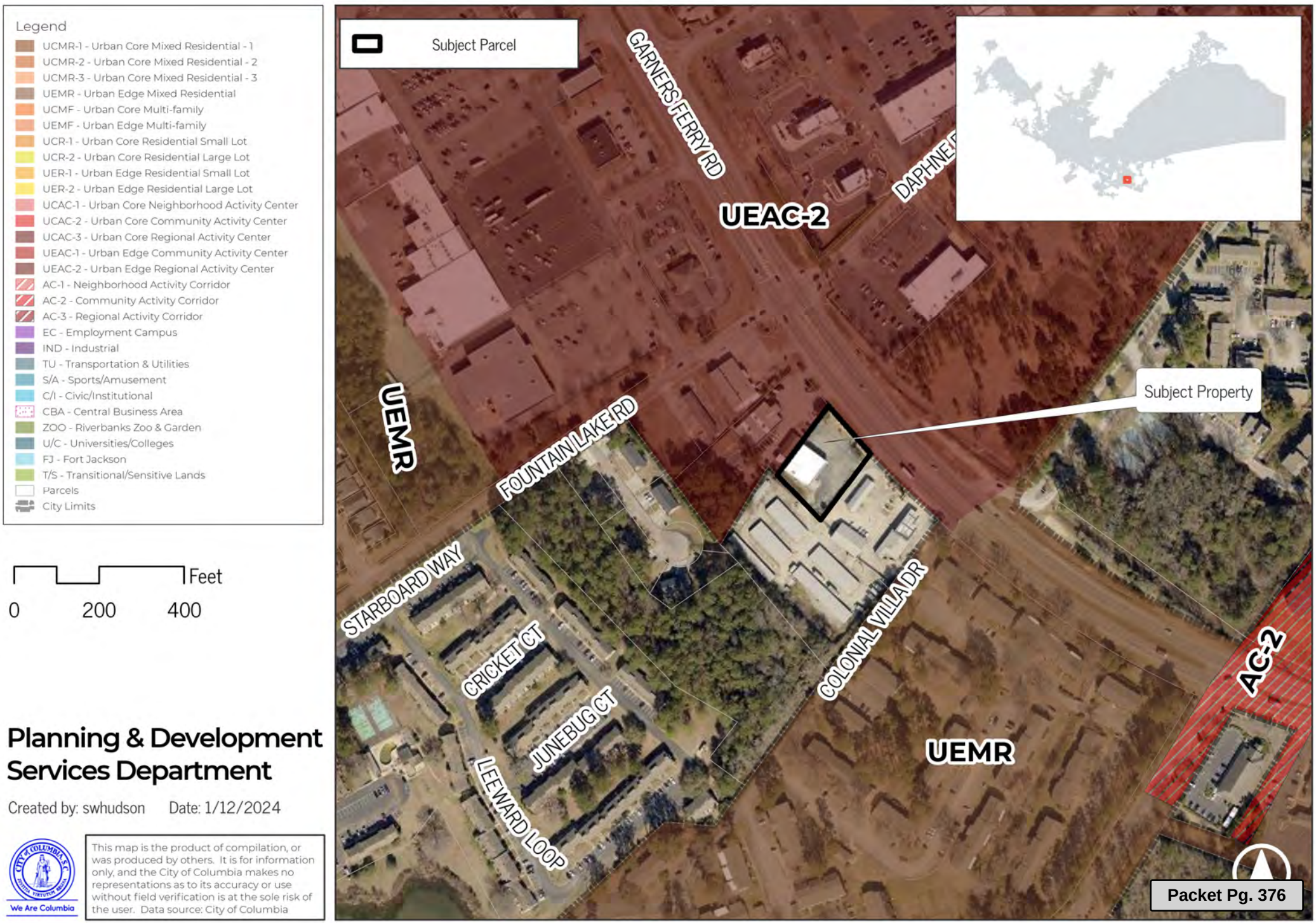
STAFF RECOMMENDATION

Staff recommends the assignment of future land use classification of Urban Edge Regional Activity Center (UEAC-2) and zoning of General Commercial District (GC) at the time of annexation.


GARNERS FERRY RD
DAPHNE RD
FOUNTAIN LAKE RD
YORKTOWN CT
STARBOARD WAY
Subject Property
CRICKET CT
LEEWARD LOOP
JUNEBUG CT
LEEWARD LOOP
COLONIAL VILLA DR

Future Land Use

7613 Garners Ferry Road; TMS# 16314-03-16
Current Richland Co. Future Land Use: Neighborhood (Medium Density)
Proposed City Future Land Use: Urban Edge Regional Activity Center (UEAC-2)



Planning & Development Services Department

Created by: swhudson Date: 1/12/2024

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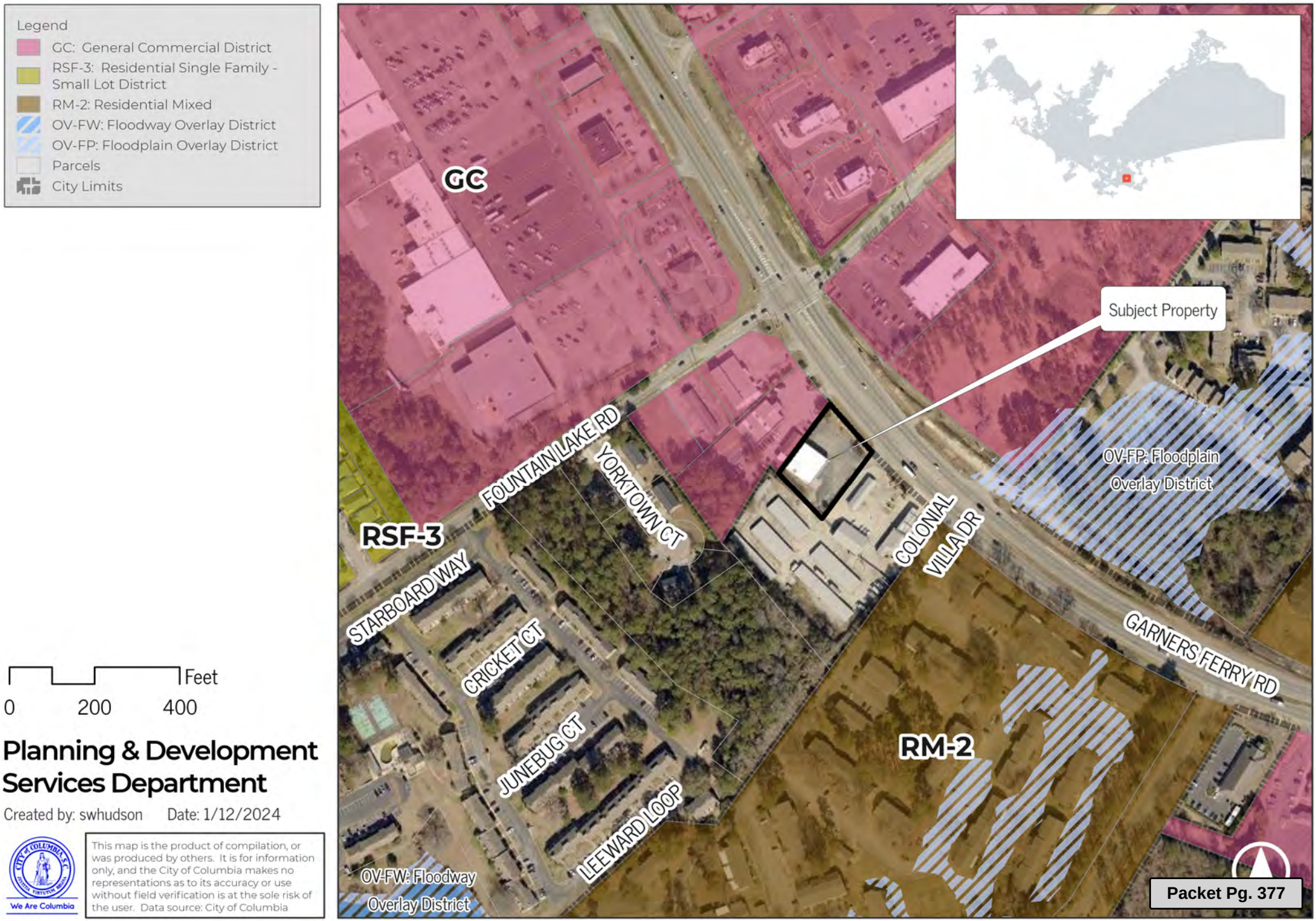
Zoning

7613 Garners Ferry Road; TMS# 16314-03-16
Current Richland Co. Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial District (GC)



Planning & Development Services Department

Created by: swhudson Date: 1/12/2024

We Are Columbia

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Current Future Land Use Classification

NEIGHBORHOOD (MEDIUM-DENSITY)

Land Use and Character

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.



Desired Development Pattern

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.



Transportation

Upgrades to arterial and collector roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. Subdivisions should be designed to provide vehicular, bicycle, and pedestrian access and connectivity throughout, either through conventional sidewalks or through greenway and trail access.

Recommended Land Uses

Primary Land Uses: Single-family detached houses, duplexes, townhomes

Secondary Land Uses: Multi-family development, neighborhood serving services, such as small scale drycleaners, professional offices, coffee shops, bakeries and restaurants, drug-stores, and convenience stores should be located within Neighborhood Activity Centers or may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. These land uses should not result in strip commercial development or fragmented "leapfrog" development patterns along corridors. Places of worship, public or private parks, and public recreation facilities are also appropriate uses. These uses should be integrated to better serve surrounding residential properties through pedestrian access, and mitigation of any noise, light, or traffic impacts on neighborhoods.

Policy Guidance

1. Neighborhood densities should be based on allowing higher densities that include single-family attached housing near major corridors and activity centers and lower densities that include only single-family detached housing near open space developments, low-density residential, and rural areas.
2. Master planning of neighborhoods is encouraged and should include neighborhood parks and open spaces as part of the development program. A mix of housing types is encouraged within individual developments. Neighborhood scale commercial centers are also an appropriate amenity to include in master planned developments.
3. Traditional neighborhood designs should be facilitated by development of a new zoning district that allows for a mix of housing types and lot sizes within a single development.
4. Developments should connect to adjacent neighborhoods and commercial/employment areas, and be supported by multiple modes of transportation.
5. The protection of mature tree canopy is encouraged for areas surrounding developments and on private residential lots, as feasible.

6. Environmentally sensitive areas, such as floodplains, wetlands, and lands along creeks and surface waters should be protected or developed using best management practices to maintain the areas green infrastructure system, and to ensure long-term water quality. Providing public recreational access to these features, as feasible, is preferred.

Relevant Plans

Broad River Road Corridor and Neighborhood Master Plan, Candlewood Master Plan, Crane Creek Master Plan, Lower Richland Community Strategic Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area

Priority Investment Areas

#2 Ballentine at Dutch Fork Road, Marina, and Broad River Road, Portion of #5 I-20 Fairfield Interchange, Portion of #9 Decker Boulevard and Two Notch Road, Portion of #8 I-77 Farrow Road Interchange

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

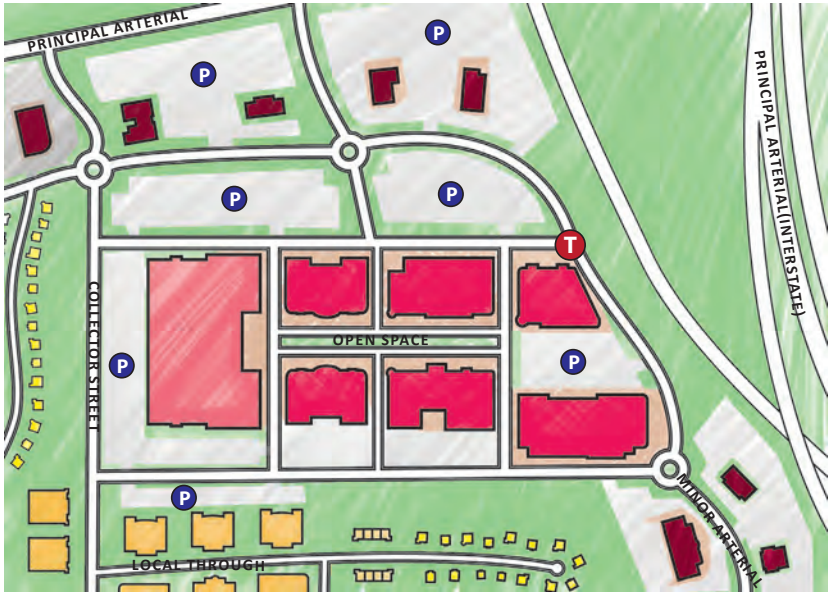
RS-LD, RS-MD,MH,PDD

Proposed Future Land Use Classification

Development Types

URBAN EDGE REGIONAL ACTIVITY CENTER (UEAC-2)

Urban Edge Regional Activity Centers are large to extra-large scale, mixed-use activity centers with region-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within up to a 20-mile radius or drive distance. These activity centers are found in the outer areas of the City (frequently near highway interchanges) and are subdivided from large undeveloped tracts or as redevelopment of larger commercial sites. They are typically found at major intersections of major corridors and may occupy all quadrants of the intersection.



P parking T transit

UEAC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small to Extra Large (incl. High-rise)

SECONDARY TYPES

- Multi-family Small to High-rise
- Civic/Institutional Small to Large
- Parking Structures

TERTIARY TYPES

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

UEAC-2 DEVELOPMENT PATTERN/CONTEXT

- Internal street networks may be laid out in a grid to create various block sizes and shapes, but typically do not continue the urban street grid. Ingress and egress to the primary road network may be managed by collector drives. Wide sidewalks on both sides of the street are common.
- Blocks vary in size based on tenant mix; subdivision beyond blocks may be non-existent.
- Buildings may be street-oriented or face a parking lot within a development. Buildings often have a larger footprint and are stand-alone single-use structures or are organized in a shopping center configuration.
- Buildings range from small to extra large scale footprint and are typically between one to six stories.
- Design of centers is auto-oriented, but should fully accommodate pedestrians and cyclists as well as automobiles, with sidewalks or other pedestrian connections established between developments.
- Transit facilities should be located near or within these activity centers.
- Depending on the density of uses within a Regional Activity Center, parking for businesses should be accommodated in inner block surface parking or in parking structures and on-street parking. Parking for residential uses should be accommodated in attached parking structures, inner block surface lots, on streets, and in individual rear-loaded garages.
- Regional Activity Centers typically contain multiple developments along an arterial or collector road, and surrounding areas may transition into Community or Regional Activity Corridors. Developments will range in size and intensity.



- Plazas, street trees and plantings, greens, neighborhood parks, and outdoor event venues can provide open spaces and outdoor recreation opportunities in Regional Activity Centers. Bike racks, benches, and other pedestrian and cycling amenities are found along sidewalks and in open spaces.
- Open spaces for buffering from adjacent development may be used; however transitions in building scale, use, and orientation, as well as street connectivity, are all preferred methods of connecting developments of different types rather than buffering them from one another.

Proposed Zoning District

GC: General Commercial District

Purpose

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers.

Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

Intensity and Dimensional Standards

(1) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	20
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	75

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

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Dwelling, mixed-use[2]

Dwelling, multifamily[2]

Dwelling, single-family detached[2]

Dwelling, two-family[2]

Continuing care retirement community (CCRC)[1]

Residential care facility[2]

Broadcasting studio

Newspaper or periodical publishing establishment

Community recreation center[2]

Cultural facility

Day care facility[1]

Government office

Library

Membership organization facility

Place of worship[1]

Public safety facility

Social services facility

College or university

Elementary, middle, or high school

School, business or trade

Hospital

Laboratory, medical or dental

Medical or dental clinic/office

Nursing care facility

Arboretum or botanical garden

Cemetery

Park or greenway[1]

Park and ride

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

GC: GENERAL COMMERCIAL

Parking lot[1]

Parking structure[2]

Passenger terminal, surface transportation

Utility facility, major[2]

Utility facility, minor

Animal shelter[2]

Kennel[1]

Veterinary hospital or clinic[1]

Equipment rental

Laboratory, testing or research

Lawn, tree, or pest control services

Linen or uniform supply

Self-service storage[1]

Eating establishment only[1]

Eating and drinking establishment, Type 1[1]

Eating and drinking establishment, Type 2[2]

Funeral home or mortuary

Business/Professional office

Contractor's office

Bank, retail

Beauty salon or barbershop

Body piercing or tattoo establishment[1]

Dry cleaning pick-up[1]

Laundry, coin-operated

Nail salon

Non-depository personal credit institution[1]

Repair of personal goods

Car wash

Amusement park

Arena, stadium, or outdoor theater

Banquet hall

Performing arts center

Recreation facility, indoor, not elsewhere listed

Recreation facility, outdoor, not elsewhere listed

Building supplies and equipment store[2]

Consumer goods store

Convenience store[2]

Farmers' market

Fuel sales (bulk)[2]

Grocery store or food market[1]

Liquor store[2]

Pawn shop[2]

Commercial vehicle sales and rentals[1]

Gasoline sales and service station[1]

Personal vehicle repair and maintenance[1]

Personal vehicle sales and rentals[1]

Vehicle equipment supplies sales and rentals

Bed and breakfast[1]

Hotel or motel

Community garden[2]

Crop production and processing

Warehouse distribution and storage[2]

Wholesale sales, not elsewhere listed[2]

Manufacturing, assembly, or fabrication, light

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 507, 507A, 509, 505U, and 513U Piney Grove Road, 0.13 acre and 9.64 acres W/S Piney Grove Road, 4010, 4028, and 4032 Fernandina Road, 0.07 acre N/S Fernandina Road, and 0.01 acre E/S Fernandina Road; TMS# 04913-01-01, 04913-01-06, 04913-01-07, 04913-01-08, 04913-01-09, and 04914-01-01**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **No**

PURPOSE:

Ordinance No.: 2024-013 - Annexing 507, 507A, 509, 505 U and 513 U Piney Grove Road, 0.13 acre and 9.64 acres W/S Piney Grove Road, 4010, 4028 and 4032 Fernandina Road, 0.07 acre N/S Fernandina Road and 0.01 acre E/S Fernandina Road, Richland County TMS #04913-01-01, TMS #04913-01-06, TMS #04913-01-07, TMS #04913-01-08, TMS #04913-01-09 and TMS #04914-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign the land use classification of Regional Activity Corridor (AC-3) and assign zoning of General Commercial District (GC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.

Applicant: Costco Wholesale Corporation

Staff Recommendation: Approval

PC Recommendation: 2/8/2024; Approval (5-0)

ATTACHMENTS:

- **#a:** ANNEX-2023-0029_507PineyGrove_ZPH_Packet (PDF)
- #b: 2024-013 - Annex and Incorporate various parcels Piney Grove Road (PDF)
- #c: Costco_Petition_r20231208 (PDF)
- #d: PineyGrove_Fernandina_Offer_Notice (PDF)

CITY COUNCIL

March 19 2024 at 4:00pm
City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

507, 507A, 509, 505 U, and 513 U Piney Grove Road, 0.13 acre and 9.64 acres W/S Piney Grove Road, 4010, 4028, and 4032 Fernandina Road, 0.07 acre N/S Fernandina Road, and 0.01 acre E/S Fernandina Road; TMS# 04913-01-01, 04913-01-06, 04913-01-07, 04913-01-08, 04913-01-09, and 04914-01-01

Council District:	1
Proposal:	Request to annex the property, assign the land use classification of Regional Activity Corridor (AC-3) and assign zoning of General Commercial District (GC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.
Applicant:	Costco Wholesale Corporation
Staff Recommendation:	Approval
PC Recommendation:	2/8/2024; Approval (5-0)
ZPH, 1ST Reading:	3/19/2024; Pending
2nd Reading:	4/2/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 31.17 acres
Current Use: Commercial
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Regional Activity Corridor (AC-3)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial District (GC)
Census Tract: 103.04 (Richland) and 211.11 (Lexington)

DETERMINATION FOR CITY SERVICES

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

Police
Annexation of this property will have a significant impact on the West Region service area responsibilities. 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 business would be **approximately $21,500 per year,** based on existing call levels.

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
The Solid Waste Division does not typically provide service to this type of development.

Engineering
Because water and sanitary sewer lines are already available to this property, Utilities and Engineering should **not incur any costs** associated with this annexation.

Water Customer Care
The businesses on the site will pay water and sewer rates approximately **40% lower** than out-of-city customers, and will also pay City of Columbia stormwater fees.

Planning & Development Services
We recommend approval of the annexation of this property, which is within a Primary Area as designated within the Urban Service Area plan. The real estate tax revenue generated for the City would be **approximately $62,000 per year** based on the current taxable value of this property.

* Estimated City Tax Revenue is based on **2023 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 than this number, 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 .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Primary Area" in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area
The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Primary Area
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 in the *Columbia Compass: Envision 2036* Future Land Use Map is Regional Activity Corridor (AC-3). The property is currently designated as Mixed Residential (High Density) by Richland County.

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

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 Piney Grove Neighborhood Sub-Area (Page 48), and the Plan assigned a proposed land use character district of Open Space to the subject property (Page 32). The property is not located within a catalyst project area recommended by the plan (page 49).

PROPOSED ZONING DISTRICT SUMMARY

The properties are currently zoned General Commercial (GC) by Richland County. Adjacent parcels within the City of Columbia are currently zoned Light Industrial District (LI) to the north. Adjacent parcels in unincorporated Richland County are currently zoned Light Industrial (M-1) to the northeast and southwest, and Rural (RU) to the east and south. and Light Industrial (M-1) to the south across Interstate 20. The adjacent parcels in unincorporated Lexington County to the west are zoned Intensive Development (ID).

Upon the implementation of Richland County's new Land Development Code and Zoning Maps on March 1, 2024, the subject property will continue to be zoned General Commercial (GC), the properties to the northeast will continue to be Light Industrial (M-1), and the properties to the east and south will be a mixture of Homestead (HM) and Residential Transition (RT).

The proposed City of Columbia zoning district is General Commercial District (GC).

Refer to attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of future land use classification of Regional Activity Corridor (AC-3) and zoning of General Commercial District (GC) at the time of annexation.


Subject Property
Subject Properties
Subject Property
I-26 ONRAMP
INTERSTATE 26 W
FERNANDINA RD
PINEY WOODS RD
PINEY GROVE RD

Future Land Use

505, 507, 513 Piney Grove Rd, and 4032 Fernandina Rd; TMS# 04913-01-01, -06, -07, -08, -09 and [illegible]1
Current Richland Co. Future Land Use: Mixed Residential (High Density)
Proposed City Future Land Use: Regional Activity Corridor (AC-3)



Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

0 200 400 Feet

Planning & Development Services Department

Created by: swhudson Date: 12/21/2023

We Are Columbia

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Zoning

505, 507, 513 Piney Grove Rd, and 4032 Fernandina Rd;
TMS# 04913-01-01, -06, -07, -08, -09 and 04914-01-01
Current Richland Co. Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (GC)



Planning & Development Services Department

Created by: swhudson Date: 12/21/2023

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 at the sole risk of the user. Data source: City of Columbia

Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character



Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**

Desired Development Pattern



Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.

Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

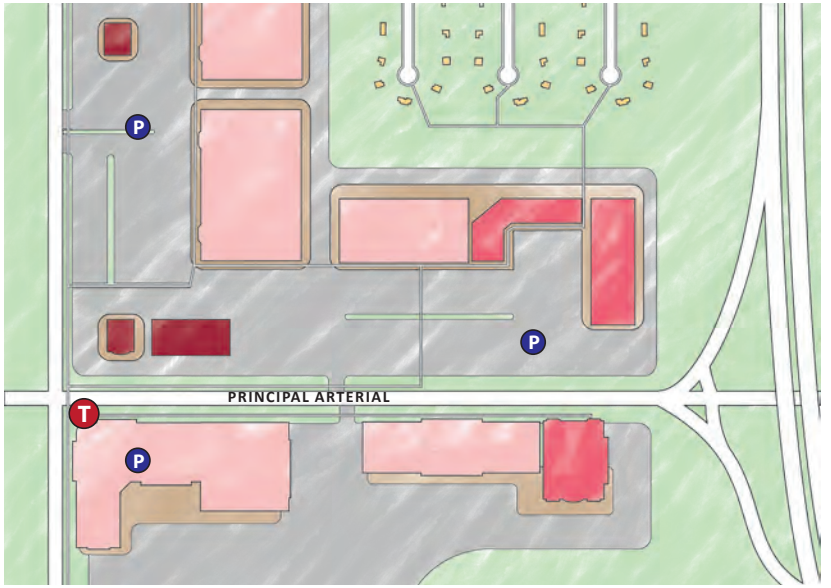
Proposed Future Land Use Classification

Development Types

REGIONAL ACTIVITY CORRIDOR (AC-3)

Regional Activity Corridors are linear extensions of a Regional Activity Center. They contain nearly identical building types and uses to a Regional Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal arterial roadways. Their market or services radius may be up to 20 miles, and they typically consist of a variety of commercial and service uses.





P parking T transit

AC-3 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium (High-rises may be appropriate in some locations)
- Business/Employment (excl. Flex) Small to Extra Large

SECONDARY TYPES

- Multi-family Small to High-rise
- Civic/Institutional Small to Large
- Flex Small to Large
- Parking Structures & Lots

TERTIARY TYPES

- Single-family Attached
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

AC-3 DEVELOPMENT PATTERN/CONTEXT

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



- Open spaces should be provided on individual lots in the form of perimeter plantings and buffer yards; linear parks and greenway connections are encouraged in these areas.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories, but in areas close to Regional Activity Centers or in urban core areas high-rise buildings may be appropriate.

Proposed Zoning District

GC: General Commercial District

Purpose

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers.

Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

Intensity and Dimensional Standards

(1) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	20
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	75

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

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Dwelling, mixed-use[2]

Dwelling, multifamily[2]

Dwelling, single-family detached[2]

Dwelling, two-family[2]

Continuing care retirement community (CCRC)[1]

Residential care facility[2]

Broadcasting studio

Newspaper or periodical publishing establishment

Community recreation center[2]

Cultural facility

Day care facility[1]

Government office

Library

Membership organization facility

Place of worship[1]

Public safety facility

Social services facility

College or university

Elementary, middle, or high school

School, business or trade

Hospital

Laboratory, medical or dental

Medical or dental clinic/office

Nursing care facility

Arboretum or botanical garden

Cemetery

Park or greenway[1]

Park and ride

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

GC: GENERAL COMMERCIAL

Parking lot[1]

Parking structure[2]

Passenger terminal, surface transportation

Utility facility, major[2]

Utility facility, minor

Animal shelter[2]

Kennel[1]

Veterinary hospital or clinic[1]

Equipment rental

Laboratory, testing or research

Lawn, tree, or pest control services

Linen or uniform supply

Self-service storage[1]

Eating establishment only[1]

Eating and drinking establishment, Type 1[1]

Eating and drinking establishment, Type 2[2]

Funeral home or mortuary

Business/Professional office

Contractor's office

Bank, retail

Beauty salon or barbershop

Body piercing or tattoo establishment[1]

Dry cleaning pick-up[1]

Laundry, coin-operated

Nail salon

Non-depository personal credit institution[1]

Repair of personal goods

Car wash

Amusement park

Arena, stadium, or outdoor theater

Banquet hall

Performing arts center

Recreation facility, indoor, not elsewhere listed

Recreation facility, outdoor, not elsewhere listed

Building supplies and equipment store[2]

Consumer goods store

Convenience store[2]

Farmers' market

Fuel sales (bulk)[2]

Grocery store or food market[1]

Liquor store[2]

Pawn shop[2]

Commercial vehicle sales and rentals[1]

Gasoline sales and service station[1]

Personal vehicle repair and maintenance[1]

Personal vehicle sales and rentals[1]

Vehicle equipment supplies sales and rentals

Bed and breakfast[1]

Hotel or motel

Community garden[2]

Crop production and processing

Warehouse distribution and storage[2]

Wholesale sales, not elsewhere listed[2]

Manufacturing, assembly, or fabrication, light

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2024-013

Annexing 507, 507A, 509, 505 U and 513 U Piney Grove Road, 0.13 acre and 9.64 acres W/S Piney Grove Road, 4010, 4028 and 4032 Fernandina Road, 0.07 acre N/S Fernandina Road and 0.01 acre E/S Fernandina Road, Richland County TMS #04913-01-01, TMS #04913-01-06, TMS #04913-01-07, TMS #04913-01-08, TMS #04913-01-09 and TMS #04914-01-01 into the City of Columbia, South Carolina, 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 _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

2. The property identified as 507, 507A, 509, 505 U and 513 U Piney Grove Road, 0.13 acre and 9.64 acres W/S Piney Grove Road, 4010, 4028 and 4032 Fernandina Road, 0.07 acre N/S Fernandina Road and 0.01 acre E/S Fernandina Road, Richland County TMS #04913-01-01, TMS #04913-01-06, TMS #04913-01-07, TMS #04913-01-08, TMS #04913-01-09 and TMS #04914-01-01 containing 31.17 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.

LEGAL DEPARTMENT DRAFT

3. This property shall be apportioned to City Council District #1, Census Tract 103.04 (Richland) and 211.11 (Lexington), and assigned a future land use classification of Regional Activity Corridor (AC-3) and zoning of General Commercial District (GC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 04913-01-01, 04913-01-06, 04913-01-07, 04913-01-08, 04913-01-09 and 04914-01-01

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

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

Last revised 2/20/2024
24020287

ORDINANCE NO.: 2024-013
EXHIBIT "A"
PROPERTY DESCRIPTION

All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the Counties of Richland and Lexington, State of South Carolina, and being shown and delineated as Parcel Numbers one (1), two (2), three (3), four (4), five (5), and six (6), containing 31.17 acres on a plat prepared for Costco Wholesale Corporation by Cox and Dinkins, Inc., dated June 14, 2017, and recorded at the Richland County R.O.D. on June 26, 2017, in Book 2223 at page 1679 and at the Lexington County R.O.D. on August 7, 2017 in Book 19402 at page 201, the plat being incorporated by reference for a more complete description of the property.

LESS AND EXCEPT all that certain parcel of land conveyed to the South Carolina Department of Transportation, containing 0.006 acre/283 square feet, more or less, and all improvements thereon, if any, shown as the "Area of Acquisition" on Exhibit A of a deed of Costco Wholesale Corporation, recorded in the Office of the ROD for Richland County, on March 6, 2020 in Book 2475 Page 1626.

LEGAL DEPARTMENT DRAFT

STATE OF SOUTH CAROLINA)
)
COUNTIES OF RICHLAND AND LEXINGTON)

PETITION FOR ANNEXATION

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

Property Description: All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the Counties of Richland and Lexington, State of South Carolina, and being shown and delineated as Parcel Numbers one (1), two (2), three (3), four (4), five (5), and six (6), containing 31.17 acres on a plat prepared for Costco Wholesale Corporation by Cox and Dinkins, Inc., dated June 14, 2017, and recorded at the Richland County R.O.D. on June 26, 2017, in Book 2223 at page 1679 and at the Lexington County R.O.D. on August 7, 2017 in Book 19402 at page 201, the plat being incorporated by reference for a more complete description of the property.

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Richland County TMS: 04913-01-01, 04913-01-06, 04913-01-07, 04913-01-08, 04913-01-09, 04914-01-01

Property Addresses: 507, 507A, 509, 505 U, and 513 U Piney Grove Road, 0.13 acre and 9.64 acres W/S Piney Grove Road, 4010, 4028, and 4032 Fernandina Road, 0.07 acre N/S Fernandina Road, and 0.01 acre E/S Fernandina Road

Costco Wholesale Corporation

BY: Gail E. Tsuboi
(Signature)

Date: December 13, 2023

Gail E. Tsuboi
(Print or Type Name)

ITS: VP/Assistant Secretary
(Print or Type Title)

PINEY WOODS ROAD
(S40-674)
(VARIABLE R/W)

IMPROVEMENTS NOT SHOWN AT CLIENT'S REQUEST

PARCEL 1
16.95 ACRE
(738,422 Sq.Ft.)

PARCEL 2
4.36 ACRE
(189,955 Sq.Ft.)

PARCEL 3
9.65 ACRE
(420,510 Sq.Ft.)

PARCEL 4*
0.13 ACRE
(5,605 Sq.Ft.)

PARCEL 5*
0.01 ACRE
(235 Sq.Ft.)

PARCEL 6*
0.07 ACRE
(2,863 Sq.Ft.)

NOW OR FORMERLY
JULIUS RAWLS
TMS#04914-2-4

NOW OR FORMERLY
S.C. Electric & Gas Co.
TMS#04910-01-08

NOW OR FORMERLY
BurrissFB Company, LLC
LEXINGTON COUNTY
TMS#002898-03-006

NOW OR FORMERLY
City of Columbia
TMS#04910-01-20

NOW OR FORMERLY
City of Columbia
TMS#04910-01-21

NOW OR FORMERLY
Milton A. Karetas & Joyce M. Harris
LEXINGTON COUNTY
TMS#002898-03-003

N.E. FRONTAGE ROAD
(ROUTE I-26)
(VARIABLE R/W)

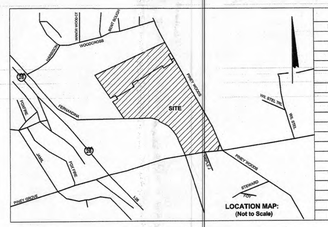
PINEY GROVE ROAD
(S40-671)
(VARIABLE R/W)

CITY OF COLUMBIA
VARIABLE WIDTH
WATER EASEMENT
(R1788, PAGE 3276)

Book 1782, Page 55

Book 2223-1679
20170487836 05/30/2017 12:31:45.783
Fee: $10.00 County Tax: $0.00 Plat Oversized State Tax: $0.00
20170487836 John T. Hopkins II Richland County R.O.D.

LEXINGTON COUNTY PLANNING COMMISSION
AUG 07 2017
Reviewed
a portion in Richland County



R/W LINE TABLE

LINE	LENGTH	BEARING
RL1	34.00'	S 24°50'39" E
RL2	82.25'	S 20°27'41" W
RL3	25.00'	S 89°39'33" W
RL4	115.04'	S 20°03'48" W

PROPERTY LINE TABLE

LINE	LENGTH	BEARING
PL1	--	--
PL2	4.83'	S 66°20'27" W
PL3	31.07'	N 26°49'38" W
PL4	21.69'	S 72°46'16" W
PL5	25.24'	S 70°51'57" W
PL6	9.39'	N 26°55'15" W
PL7	--	--
PL8	--	--
PL9	--	--
PL10	83.05'	S 66°20'27" W
PL11	28.98'	N 23°40'51" W
PL12	31.02'	N 23°40'51" W
PL13	74.93'	S 66°20'27" W

LEGEND:

- TV Jb.
- Tele. Jb.
- Gas Meter
- Catch Basin
- Fire Hydrant
- Utility Pole
- San. Sewer Line (Approx. Loc.)
- Overhead Utility Line
- Guy Wire (Typ.)
- Property Corner Found (Type and size are noted) — Property Line
- Property Corner Set (1/2" Rebar) — Property Line
- Water Valve
- Light Pole
- Fiber Optic Marker
- Sewer Cleanout
- Sewer Manhole
- Wall

Curve Table

Curve #	Arc Length	Radius	Delta	Chord Direction	Chord Length
C1	29.75'	190.50'	8°56'53"	S28°17'58"E	29.72'
C2	190.00'	485.74'	22°24'43"	N32°51'37"W	188.79'
C3	306.87'	497.00'	35°15'42"	N60°55'40"W	301.07'
C4	118.01'	473.74'	14°16'19"	S71°48'14"W	117.70'
C5	37.78'	485.74'	4°27'25"	N46°17'41"W	37.78'
C6	42.17'	473.74'	5°05'59"	N61°22'50"W	42.15'
C7	97.72'	485.74'	11°31'36"	N71°33'59"W	97.56'

NOTE:
The purpose of this plat is to combine, then subdivide, TMS#'s 004913-01-01 (21.69 Acres/944,732 Sq.Ft.) & 004914-01-01 (9.48 Acres/412,856 Sq.Ft.) [Total Area=31.17 Acres/1,357,588 Sq.Ft.] into six new parcels:

Parcel 1 (16.95 Acres/738,422 Sq.Ft.);
Parcel 2 (4.36 Acres/189,955 Sq.Ft.);
Parcel 3 (9.65 Acres/420,510 Sq.Ft.);
Parcel 4* (0.13 Acre/5,605 Sq.Ft.);
Parcel 5* (0.01 Acre/235 Sq.Ft.);
Parcel 6* (0.07 Acre/2,863 Sq.Ft.)

*Parcels 4, 5, & 6 (Hatched Areas) are to be dedicated road rights-of-way.

(Difference in Parcel area summation vs. total area due to slight rounding error)

CERTIFICATION:

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.

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

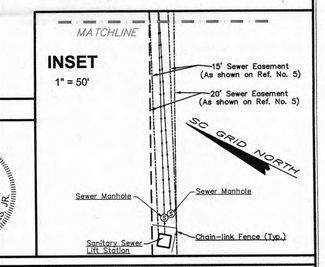
PROF. LAND SURVEYOR NO. 13517
J. DON RAWLS, JR.

SOUTH CAROLINA REGISTERED LAND SURVEYOR
JACKSON DONALD RAWLS JR.
13517

REFERENCES:
1) BOUNDARY SURVEY PREPARED FOR MAXIMILIAN, LLC, BY CIVIL ENGINEERING of COLUMBIA, DATED NOVEMBER 3, 2004, REVISED JANUARY 18, 2005, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN BOOK 1017, PAGE 2839.
2) PLAN AND PROFILE OF PROPOSED STATE HIGHWAY, LEXINGTON / RICHLAND COUNTY, FILE 32.761 / 40.147A, PROJECT IM-0262(136), I-26 & S-671 INTERCHANGE IMPROVEMENTS, SHEETS 20, 27-28, & 30.
3) PLAT PREPARED FOR PINEY WOODS ASSOCIATES, A SOUTH CAROLINA GENERAL PARTNERSHIP, by COLLINGWOOD SURVEYING, INC., DATED OCTOBER 11, 1995, REVISED DECEMBER 14, 1995, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN RECORD BOOK 56, PAGE 1183.
4) OUTCLAIM DEED TO PALMETTO MACHINERY, INC., DATED DECEMBER 5, 1995, AS SHOWN ON HIGHWAY PLAN FILE 32.761 40.147A, ROUTE I-26, SHEET NO. 30-A.
5) ALTA/ACSM SURVEY PREPARED FOR CENTDEV COLUMBIA, LLC, BY ASSOCIATED ENGINEERS & SURVEYORS, INC., DATED OCTOBER 8, 1997, REVISED FEBRUARY 10, 1998.
6) PLAT PREPARED FOR H.H. HUNT, BY COX AND DINKINS, INC., DATED DECEMBER 27, 2005.
7) PLAT PREPARED FOR JAMES R. JACKSON, BY DOUGLAS E. PLATT, SR., DATED APRIL 21, 1988, AND RECORDED IN MORTGAGE PLAT M1287, PAGE 005.
8) PLAT PREPARED FOR JAMES R. JACKSON & BETTY L. JACKSON, BY DOUGLAS E. PLATT, SR., DATED JULY 14, 1987, AND RECORDED IN PLAT BOOK 52, PAGE 272.
9) PLAT PREPARED FOR JAMES R. JACKSON, BY DOUGLAS E. PLATT, SR., DATED APRIL 1, 1988, AND RECORDED IN PLAT BOOK 52, PAGE 1029.
10) PLAT PREPARED FOR THE ESTATE OF ESTELLE CLARK, BY KEELS ENGINEERING, DATED OCTOBER 13, 1972, AND RECORDED IN PLAT BOOK "X", PAGE 2388.
11) ALTA/ACSM LAND TITLE SURVEY PLAT PREPARED FOR H.H. HUNT, BY COX AND DINKINS, INC., DATED MAY 10, 2006, AND RECORDED IN BOOK R1183, PAGE 1158; AND REVISED PLAT OF SAME DATED DECEMBER 3, 2007, RECORDED IN BOOK R1417, PAGE 2837.
12) RICHLAND COUNTY DEED BOOKS: R1782, PAGE 55 (SCDOT R/W); R1183, PAGE 1154 (QUITCLAIM FOR TMS 04913-01-05); R1183, PAGE 1159 (16.55 ACRES & TMS 04913-01-05); AND R1419, PAGE 2380 (.08 ACRES).
13) PLAT PREPARED FOR THE CITY OF COLUMBIA, BY JAY S. JOSHI, DATED SEPTEMBER 5, 2013, REVISED FEBRUARY 28, 2014, AND RECORDED IN BOOK 1958, PAGE 3368.
14) LOT COMBINATION PLAT PREPARED FOR COSTCO WHOLESALE CORPORATION, BY COX AND DINKINS, INC., DATED APRIL 21, 2015, REVISED ON JULY 22, 2015, AND RECORDED IN BOOK 2069, PAGE 3495.
15) OVERALL SITE LAYOUT PLAN, SHEET C4.0, COSTCO WHOLESALE CORPORATION, BY AEC, INC., DATED APRIL 1, 2015, REVISED FEBRUARY 22, 2017. ALSO REFERENCE SHEETS C4.1, C4.2, C4.3 AND C4.4 (SITE LAYOUT PLAN) OF THE SAME. [SOURCE OF NEW LOT/OUTPARCEL LAYOUT AND ROAD R/W STRIP DIMENSIONS]

NOTES:
1) THE LOCATION OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES IS UNKNOWN
2) REFERENCE MARK USED IS SCGS MONUMENT DESIGNATED "40 010", ELEVATION=277.24 (feet) (NAVD 88 DATUM), SPC SC N811,835.49, E1,984,986.91 (FT), AS TAKEN FROM NGS DATA SHEET, http://www.ngs.noaa.gov/, DISTANCES SHOWN HEREON ARE GROUND DISTANCES AND BEARINGS ARE REFERENCED TO SC GRID NORTH (NAD 83/2001).
3) REFERENCE IS MADE TO FIRST AMERICAN TITLE INSURANCE COMPANY, A.L.T.A. COMMITMENT, FILE NO.: NCS-705534-ATL, WITH AN EFFECTIVE DATE OF MARCH 20, 2015. [SOURCE OF EASEMENTS SHOWN HEREON]
4) THE PROPERTY IS LOCATED IN ZONE X, (NOT INSIDE THE SCALED LIMITS OF THE 100 YEAR FLOODPLAIN), PER FEDERAL FLOOD INSURANCE RATE MAP, COMMUNITY NUMBER 450170, MAP NUMBER 45079C0215 K, DATED SEPTEMBER 29, 2010.
5) ANY IMPROVEMENTS THAT ARE SHOWN (SUCH AS ROADWAYS AND UTILITIES) WERE TAKEN FROM PREVIOUS SURVEY WORK PERFORMED ON THE SITE AND HAVE NOT BEEN UPDATED AT THIS TIME.

PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA
APPROVED FOR RECORDING
Date 6/27/17
RCF # ADJ-17-077
Signature



REVISIONS

No.	DATE	DESCRIPTION

COX AND DINKINS, INC. No. C00294
CERTIFICATE OF AUTHORIZATION
SOUTH CAROLINA
CERTIFICATE OF AUTHORIZATION SEAL

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

SUBDIVISION PLAT

PREPARED FOR

COSTCO WHOLESALE CORPORATION

RICHLAND COUNTY & LEXINGTON COUNTY, NEAR COLUMBIA, S.C.

CR17037250 FILED, RECORDED, INDEXED
06/07/2017 16:14:51:527
REC FEE: $10.00 ST FEE: 90.00
CO FEE: 65.00 Pages: 1
Lexington County R.O.D. Tina Guerry
PLAT OVERSIZED $0.Pg 17482101

DATE:	SCALE:	TAX MAP NUMBER:	BOOK:	CHK:	SF:	NO.:	PROJ.:	BY:
JUNE 14, 2017	1" = 50' (0' 25' 50' 100')	04913-01-01 & 04914-01-01	S00-05-74; T11-6; Z24-01; 29B-01; 10D-27	5	149	20-A	5DS00-05(Subdiv.).dwg	5/20

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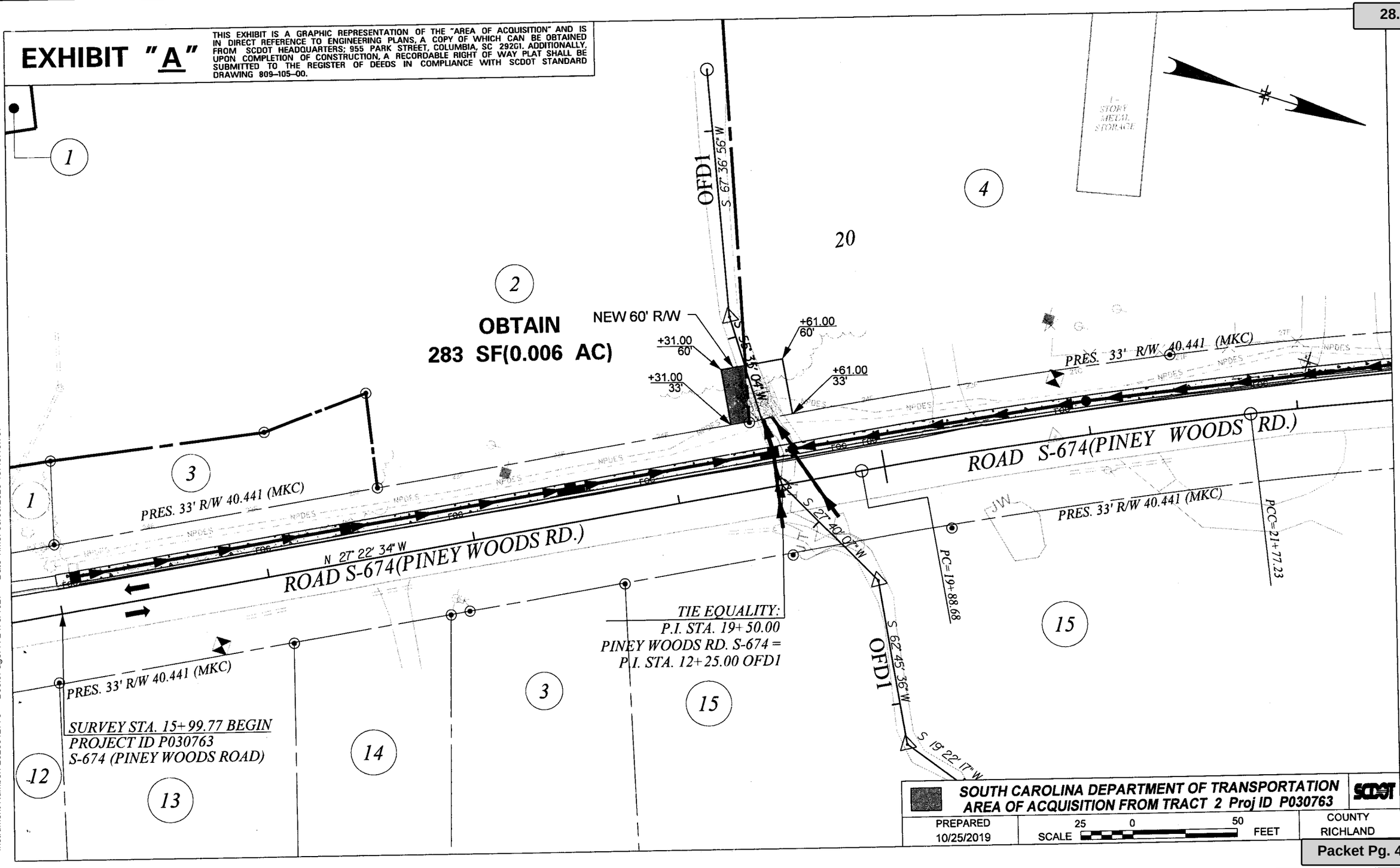
EXHIBIT "A"

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE "AREA OF ACQUISITION" AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS, A COPY OF WHICH CAN BE OBTAINED FROM SCDOT HEADQUARTERS; 955 PARK STREET, COLUMBIA, SC 29201. ADDITIONALLY, UPON COMPLETION OF CONSTRUCTION, A RECORDABLE RIGHT OF WAY PLAT SHALL BE SUBMITTED TO THE REGISTER OF DEEDS IN COMPLIANCE WITH SCDOT STANDARD DRAWING 809-105-00.



Instrument Number: 2020012778 Book/Page: R 2475/1627 Date Time: 03/06/2020 15:43:13:797

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: January 17, 2024

RE: **Property Address:** 507, 507A, 509, 505 U, and 513 U Piney Grove Road, 0.13 acre and 9.64 acres W/S Piney Grove Road, 4010, 4028, and 4032 Fernandina Road, 0.07 acre N/S Fernandina Road, and 0.01 acre E/S Fernandina Road
Richland County TMS#: 04913-01-01, 04913-01-06, 04913-01-07, 04913-01-08, 04913-01-09, and 04914-01-01
Owner(s): Costco Wholesale Corporation
Current Use: Commercial
Proposed Use: Commercial
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Regional Activity Corridor (AC-3)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial District (GC)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 1
Census Tract: 103.04 (Richland) and 211.11 (Lexington)

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 8, 2024** 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
Frank Eskridge, Director, Utilities
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Kelly Smith, 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
Dollie Herron, Community Development
George Adams, Fire Marshal
Hope Hasty, Zoning Administrator
Wendy Royal, 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: AC-3 (Land Use classification) by 5 - 0.
on 2/8/24 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: GC (Zoning classification) by 5 - 0.
on 2/8/24 (mm/dd/yyyy).

(Signature of Annexation Coordinator)


Subject Property
Subject Properties
Subject Property
I-26 ONRAMP
INTERSTATE 26 W
FERNANDINA RD
PINEY WOODS RD
PINEY GROVE RD

Future Land Use

505, 507, 513 Piney Grove Rd, and 4032 Fernandina Rd; TMS# 04913-01-01, -06, -07, -08, -09 and [illegible]1
Current Richland Co. Future Land Use: Mixed Residential (High Density)
Proposed City Future Land Use: Regional Activity Corridor (AC-3)

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits



Feet
0 200 400

Planning & Development Services Department

Created by: swhudson Date: 12/21/2023

We Are Columbia

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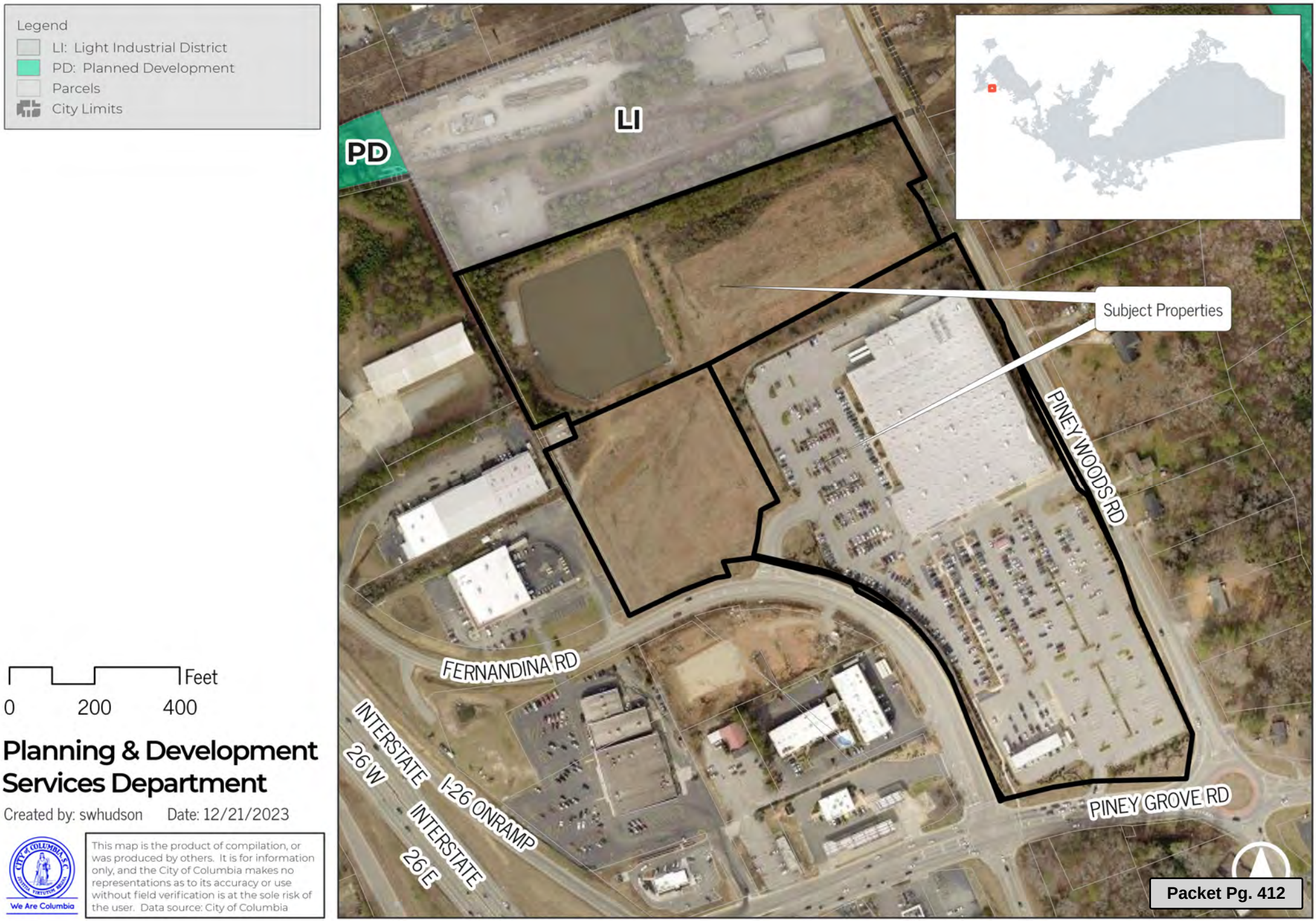
Zoning

505, 507, 513 Piney Grove Rd, and 4032 Fernandina Rd;
TMS# 04913-01-01, -06, -07, -08, -09 and 04914-01-01
Current Richland Co. Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (GC)



Planning & Development Services Department

Created by: swhudson Date: 12/21/2023

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We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 10 Bluff Road (portion), 1035 Dreyfus Road, 1025 Dreyfus Road, and 1017 Dreyfus Road; TMS# 11301-16-01 (portion), 11301-16-02, 11301-16-03, and 11301-16-04**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **No**

PURPOSE:

Ordinance No.: 2024-015 - Annexing 10 Bluff Road (portion), 1035 Dreyfus Road, 1025 Dreyfus Road and 1017 Dreyfus Road, Richland County TMS #11301-16-01 (portion), TMS #11301-16-02, TMS #11301-16-03 and TMS #11301-16-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign zoning of Light Industrial District (LI), portions within the Floodplain and Floodway Overlay Districts (OV-FP and OV-FW), for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Light Industrial (M-1) by Richland County.

Applicant: CDG Dreyfuss, LLC

Staff Recommendation: Denial of zoning classification, Approval of annexation.

PC Recommendation: 2/8/2024; Approval (5-0)

ATTACHMENTS:

- **#a:** ANNEX-2024-0001_BluffDreyfus_ZPH_Packet_r (PDF)

- #b: 2024-015 - Annex and Incorporate 10 Bluff Road (portion) (PDF)
- #c: Dreyfus_Bluff_4parcels_CDG_Petition (PDF)
- #d: Dreyfus_Bluff_4parcels_Offer_Notice-wPC (PDF)

CITY COUNCIL

March 19,2024 at 4:00pm
City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

10 Bluff Road (portion), 1035 Dreyfus Road, 1025 Dreyfus Road, and 1017 Dreyfus Road; TMS# 11301-16-01 (portion), 11301-16-02, 11301-16-03, and 11301-16-04

Council District:	3
Proposal:	Request to annex the property, assign land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign zoning of Light Industrial District (LI), portions within the Floodplain and Floodway Overlay Districts (OV-FP and OV-FW), for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Light Industrial (M-1) by Richland County.
Applicant:	CDG Dreyfuss, LLC
Staff Recommendation:	Denial of zoning classification, Approval of annexation. See Planning Comments on next page.
PC Recommendation:	2/8/2024; Approval (5-0)
ZPH, 1ST Reading:	3/19/2024; Pending
2nd Reading:	4/2/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.1 acres
Current Use: Vacant Commercial/Light Industrial
Proposed Use: Commercial/Light Industrial
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 Neighborhood Activity Center (UCAC-1)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial District (LI), portions within the Floodplain and Floodway Overlay Districts (OV-FP and OV-FW)
Census Tract: 28

DETERMINATION FOR CITY SERVICES

The following determinations are estimates of the benefits and costs associated with the annexation of the subject property:

Police
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 business would be **approximately $2,300 per year,** based on calls to similar warehouse uses 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
The Solid Waste Division does not typically provide service to this type of development.

Engineering
Because water and sanitary sewer lines are already available to this property, Utilities and Engineering should **not incur any costs** associated with this annexation.

Water Customer Care
The new tenants of the property will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services
While our recommendation on the requested zoning district is denial (see staff recommendation below), we otherwise **recommend approval** of the annexation of this property, which is within an area designated as Donut Hole – Primary within the Urban Service Area plan. The current plans for the property are to extend sewer to the property and renovate the existing buildings for new tenants. The real estate tax revenue generated for the City would be **approximately $6,750 per year** based on the estimated taxable value of this property.

* Estimated City Tax Revenue is based on **2023 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 than this number, 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 .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Donut Hole - Primary" in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area
The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Hole - Primary
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 in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Core Neighborhood Activity Center (UCAC-1). The property is currently designated as Mixed Residential (High Density) by Richland County.

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

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

The subject property is located within the study area of the *Capital City Mill District Area & Corridor Plan* (2017) adopted by the City of Columbia and Richland County. The property falls within both the Whaley Neighborhood and Assembly Street Corridor sub areas (pages 12-14 and 19-20), and the plan proposed a future land use classification of Urban Core Neighborhood Activity Center (UCAC-1) for the property (page 33). Specific Mill District Characteristics were provided related to each recommended future land use classification, and for UCAC-1, these were: "mill vernacular architecture; small to medium scale; reflects patterns of adjacent neighborhoods" (page 33). The plan recommended the inclusion of on-street bike facilities along Dreyfus (page 63) as well as a greenway connection between Assembly and property on the south side of Dreyfus (along the western edge of the Capital City Ballpark property) (page 62). It also recommended the creation of a Heyward Street connection between the Mill District and Assembly Street (pages 64-66), inclusive of water quality and greenspace improvements (page 88).

Dreyfus Road was also included as part of an EPA Greening America's Communities design charrette in 2018, subsequent to which a summary document regarding recommendations for the Rocky Branch Greenway was created for the EPA. Though the document did not make recommendations specific to the subject property, it did address the provision of pedestrian facilities along Dreyfus Road, as well as the alignment of the intersection of Dreyfus and Assembly.

PROPOSED ZONING DISTRICT SUMMARY

The properties are currently zoned Light Industrial (M-1) by Richland County. Adjacent parcels within the City of Columbia are currently zoned Employment Campus District (EC) to the north (the subject of the associated Zoning Map Amendment request, ZMA-2024-0002), Neighborhood Center/Corridor District (NAC) to the northeast, Community Activity Center/Corridor District (CAC) to the southeast, and Residential Mixed District (RM-2) to the northwest. Portions of each of these districts are within the Floodplain and Floodway Overlay Districts (OV-FP and/or OV-FW).

Adjacent parcels in unincorporated Richland County are currently zoned Light Industrial (M-1) to the southeast and southwest. Upon the implementation of Richland County's new Land Development Code and Zoning Maps on March 1, 2024, the subject property and adjacent County-zoned properties will continue to be zoned Light Industrial (M-1).

The proposed City of Columbia zoning district is Light Industrial District (LI), portions within the Floodplain and Floodway Overlay Districts (OV-FP and OV-FW).

Refer to attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

As the annexation, future land use, and zoning district are being considered together, staff recommends denial of this application. It should be noted that this recommendation is based primarily upon the requested LI zoning district, and staff otherwise believes that the annexation of the property would be beneficial to the City.

Staff recommends denial of the assignment of Light Industrial District (LI) zoning at the time of annexation. Although the properties contain two vacant/recently vacant warehouses, the land use proposed in *The Capital City Mill District Area & Corridor Plan* (2017), adopted by both the City of Columbia and Richland County, encourages a more neighborhood-scaled zoning district for this part of Dreyfus Road. A portion of the subject property is already inside the City, and is zoned Employment Campus District (EC), a portion within the Floodplain Overlay District (OV-FP).

However, regardless of base zoning district, staff recommends the assignment of the Floodplain Overlay District (OV-FP) and the Floodway Overlay District (OV-FW) to portions of the property – aligned with current FEMA floodplain maps for this area – at the time of annexation.

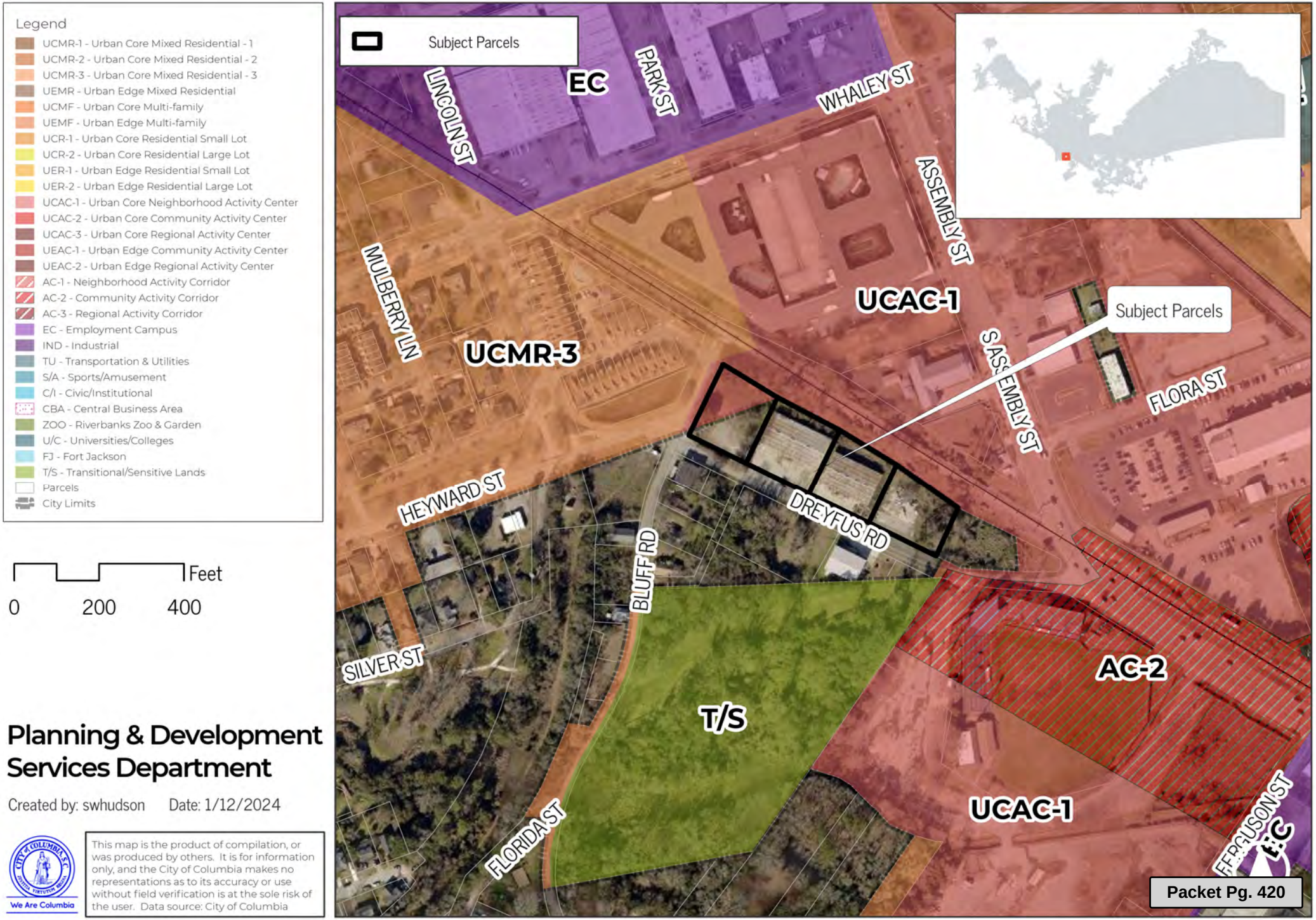
Consistent with *The Capital City Mill District Area & Corridor Plan,* Staff recommends the assignment of a future land use classification of Urban Core Neighborhood Activity Center (UCAC-1) at the time of annexation.

Procedurally, if Council wishes to annex this property with different zoning and land use classifications than those being applied for, the Planning Commission would need to review the alternatively proposed zoning and land use and make a recommendation before the request could return to Council for approval.


LINCOLN ST
PARK ST
WHALEY ST
ASSEMBLY ST
MAIN ST
HEYWARD ST
MULBERRY LN
COTTONPLACE LN
Subject Properties
BROADWAY ST
S ASSEMBLY ST
FLORA ST
GADSDEN ST
HEYWARD ST
HEYWARD ST
DREYFUS RD
BLUFF RD
SILVER ST

Future Land Use

1025 & 1035 Dreyfus Road; TMS# 11301-16-01, -02, -03 & -04
Current Richland Co. Future Land Use: Mixed Residential (High Density)
Proposed City Future Land Use: Urban Core Neighborhood Activity Center (UCAC-1)



Planning & Development Services Department

Created by: swhudson Date: 1/12/2024

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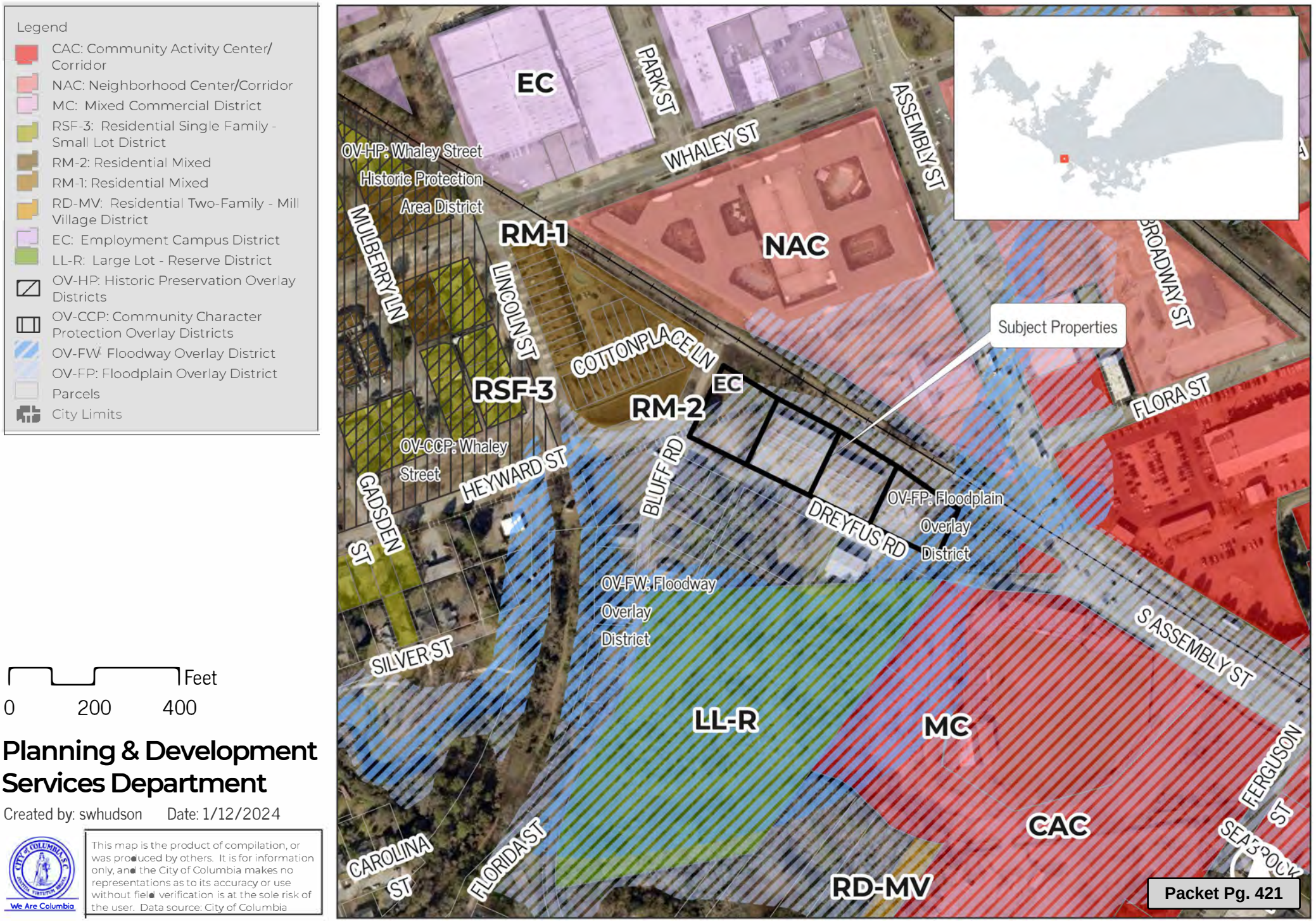
Zoning

1025 & 1035 Dreyfus Road; TMS# 11301-16-01, -02, -03 & -04
Current Richland Co. Zoning: Manufacturing (M-1)
Proposed City Zoning: Light Industrial (LI), portions within OV-FP and OV-FW



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Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character



Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**

Desired Development Pattern



Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.

Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

URBAN CORE NEIGHBORHOOD ACTIVITY CENTER (UCAC-1)

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



UCAC-1 BUILDING TYPES/LAND USES

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

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

TERTIARY TYPES
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UCAC-1 DEVELOPMENT PATTERN/CONTEXT



- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns. Sidewalks may be wider in activity centers than along the rest of the corridor. On-street parking, even along a road without on-street parking along the whole route, is appropriate.
- Blocks are square or rectangular, and the uses in the activity center typically occupy only a quarter or half of the block. Alleyways can be used in redevelopment or infill to provide access to small rear parking lots.
- The subdivision of lots is regular within a block with small, equally sized parcels typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings in an activity center. Deeper lots are typically found along major roads.
- Buildings are typically set to the sidewalk edge or may have a small lawn when a converted residential structure is used. Entrances should be located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Individual buildings may be attached or built close to each other to establish a continuous street frontage. Individual lots may have only one narrow side yard and a zero lot line setback from front or side property lines.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may just utilize on-street parking or may have small parking areas behind the building; activity center parking may be shared in small lots.
- Open spaces in the form of neighborhood parks, plazas, linear parks, and greens are also contributing uses in an activity center. Pedestrian-oriented streetscape elements such as benches, street trees, landscaping, and outdoor dining areas are typical.
- Architectural detailing is human scale and shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

Proposed Zoning District

LI: Light Industrial District

Purpose

The purpose of the Light Industrial (LI) District is to provide lands that allow light industrial development. Development allowed in the LI District includes wholesaling, distribution, storage, processing, research and development, light manufacturing, and related development. The district also accommodates support uses such as office and limited commercial uses that primarily serve the principal industrial uses.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	N/A
Building Height, max. (ft.)	75

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

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Broadcasting studio

Newspaper or periodical publishing establishment

Correctional facility[2]

Cultural facility[2]

Government office

Library

Membership organization facility

Place of worship[1]

Public safety facility

Social services facility

School, business or trade

Laboratory, medical or dental

Medical or dental clinic/office

Arboretum or botanical garden

Cemetery

Park or greenway[1]

Airport

Park and ride

Parking lot[1]

Parking structure[1]

Passenger terminal, surface transportation

Solar energy conversion system (large scale)[1]

Utility facility, major

Utility facility, minor

Animal shelter

Kennel[1]

Veterinary hospital or clinic[1]

Equipment rental

Laboratory, testing or research

Lawn, tree, or pest control services

Linen or uniform supply

Self-service storage[1]

Sign fabricating establishment

Eating establishment only[1]

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

LI: LIGHT INDUSTRIAL

Eating and drinking establishment, Type 1[1]

Eating and drinking establishment, Type 2[2]

Crematory

Business/Professional office

Contractor's office

Body piercing or tattoo establishment[1]

Dry cleaning pick-up[1]

Laundry, coin-operated

Non-depository personal credit institution[1]

Repair of personal goods

Car wash

Amusement park

Arena, stadium, or outdoor theater

Recreation facility, indoor, not elsewhere listed

Sexually-oriented business[2]

Building supplies and equipment store

Consumer goods store

Convenience store[2]

Farmers' market

Liquor store[2]

Fuel sales (bulk)

Commercial fuel depot

Commercial vehicle repair and maintenance

Commercial vehicle sales and rentals[1]

Gasoline sales and service station[1]

Personal vehicle repair and maintenance[1]

Personal vehicle sales and rentals[1]

Vehicle equipment supplies sales and rentals

Vehicle paint and finishing shop

Vehicle towing and wrecker service[1]

Agriculture and forestry uses, not elsewhere listed

Community garden[1]

Crop production and processing

Contractor's yard

Motor freight facility

Warehouse distribution and storage

Wholesale sales, not elsewhere listed

Manufacturing, assembly, or fabrication, light

Manufacturing, assembly, or fabrication, medium

Composting facility[2]

Junk, salvage, scrap, or wrecking yard[2]

Recycling center[2]

Refuse processing facility[2]

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

(e) OV-FP: Floodplain Overlay District

(1) Purpose

The purpose of the Floodplain Overlay (OV-FP) District is to protect people and property from risks associated with flooding in floodplain areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses and require certain uses to be located and constructed in a manner that avoids or mitigates damage in the event of flooding.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-FP District, in addition to the base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-FP District shall control.

(3) Comply with Floodplain Regulations

Development in the OV-FP District shall comply, as determined by the City Engineer, with all applicable regulations established for special flood hazard areas in Article III, Chapter 21 of the Code of Ordinances and with applicable Federal Emergency Management Agency regulations.

(d) OV-FW: Floodway Overlay District

(1) Purpose

The purpose of the Floodway Overlay (OV-FW) District is to protect people and property from risks associated with flooding in floodway areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-FW District, in addition to the base zoning district standards. In instances where there is a conflict between the standards in the OV-FW district and any other standards in this Ordinance, including the standards in the base district, the standards in the OV-FW District shall control.

(3) Comply with Floodway Regulations

Development in the OV-FW District shall comply, as determined by the City Engineer, with regulations established for floodways in Article III, Chapter 21 of the Code of Ordinances and with applicable Federal Emergency Management Agency regulations.

ORDINANCE NO.: 2024-015

Annexing 10 Bluff Road (portion), 1035 Dreyfus Road, 1025 Dreyfus Road and 1017 Dreyfus Road, Richland County TMS #11301-16-01 (portion), TMS #11301-16-02, TMS #11301-16-03 and TMS #11301-16-04 into the City of Columbia, South Carolina, 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 _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

2. The property identified as 10 Bluff Road (portion), 1035 Dreyfus Road, 1025 Dreyfus Road and 1017 Dreyfus Road, Richland County TMS #11301-16-01 (portion), TMS #11301-16-02, TMS #11301-16-03 and TMS #11301-16-04 containing 2.1 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.

LEGAL DEPARTMENT DRAFT

3. This property shall be apportioned to City Council District #3, Census Tract 28, and assigned a future land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and zoning of Light Industrial District (LI), portions within the Floodplain and Floodway Overlay Districts (OV-FP and OV-FW).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 11301-16-01 (portion), 11301-16-02, 11301-16-03 and 11301-16-04

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

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Introduced:
Final Reading:

_____
Mayor

ATTEST:

_____
City Clerk

LEGAL DEPARTMENT DRAFT

Last revised: 2/20/2024
24020290

ORDINANCE NO.: 2024-015
EXHIBIT "A"
PROPERTY DESCRIPTION

All those certain pieces, parcels or lots 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, and being shown and delineated as Parcel "A", containing 0.63 acre, Parcel "B", containing 0.66 acre, Parcel "C", containing 0.58 acre, and 0.72 Acre Vacant Lot, on a plat prepared for Cason Development Group by Cox and Dinkins, Inc., dated September 19, 2023, and recorded December 6, 2023, in Book 2884 at page 932, said plat being incorporated by reference for a more complete description of the properties.

LESS AND EXCEPT all that portion of Parcel "A" lying within the corporate limits of the City of Columbia.

LEGAL DEPARTMENT DRAFT

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

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

Property Description: All those certain pieces, parcels or lots 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, and being shown and delineated as Parcel "A", containing 0.63 acre, Parcel "B", containing 0.66 acre, Parcel "C", containing 0.58 acre, and 0.72 Acre Vacant Lot, on a plat prepared for Cason Development Group by Cox and Dinkins, Inc., dated September 19, 2023, and recorded December 6, 2023, in Book 2884 at page 932, said plat being incorporated by reference for a more complete description of the properties.

LESS AND EXCEPT all that portion of Parcel "A" lying within the corporate limits of the City of Columbia.

Richland County TMS: 11301-16-01 (portion), 11301-16-02, 11301-16-03, and 11301-16-04

Property Addresses: 10 Bluff Road (portion), 1035 Dreyfus Road, 1025 Dreyfus Road, and 1017 Dreyfus Road

CDG Dreyfuss, LLC

BY: _____ Date: January 4, 2024
(Signature)

Frank Cason ITS: Member
(Print or Type Name) (Print or Type Title)

Instrument Number: 202305442 Book/Page: R 2884/302 Date Time: 12/06/2023 13:40:51.337

THE APPROXIMATE LOCATION OF THE POLITICAL BOUNDARY LINE SHOWN HEREON WAS SCALED FROM THE COUNTY G.I.S. SITE.

NOW OR FORMERLY
Seaboard Coastline &
Southern Railroad

MAGNETIC

Utility Pole (Typ.)

38.1'

141.22'
S51°31'01"E

5/8" Rebar w/Cap (o)

1-1/2" Pipe (o)

8.4'

CITY OF COLUMBIA

34.1'

165.89'
S51°43'57"E

5/8" Rebar w/Cap (o)

156.99'
S51°37'12"E

UNINCORPORATED RICHLAND COUNTY

35.4'

Chain-link Fence (Typ.)

San. Sewer Line (Approximate Loc.)

5/8" Rebar w/Cap (o)

229.83'
S51°37'00"E

CITY OF COLUMBIA

TMS# R11301-16-01
10 BLUFF ROAD

PARCEL "B"
0.66 ACRE

Guy Wire (Typ.)

3.6'

167.31'
S32°53'10"W

Power Meter (Typ.)

15' Sewer Easement

31.3'

18.1'

TMS# R11301-16-04
1017 DREYFUSS ROAD

1/2" Rebar (n)

L1

1/2" Rebar (n)

L2

1/2" Rebar (n)

L3

1/2" Rebar (n)

EASTERN SURFACE EDGE OF ROCKY BRANCH IS THE PROPERTY LINE (BOOK D-916, PG. 209)

L4

L5

1/2" Rebar (n)

NOW OR FORMERLY
Ballpark Advantage, LLC
TMS# R11301-16-05

BLUFF ROAD

8.6'

N35°37'08"E
196.23'

CITY OF COLUMBIA

PARCEL "A"
0.63 ACRE
VACANT LOT

S32°53'23"W
182.46'

150.2'

80.4'

ONE STORY METAL SIDING BUILDING

Entryway

Conc. Loading Dock/Ramp

A.C. (Typ.)

Brick Wall

11.0'

13.0'

125.4'

80.3'

ONE STORY METAL SIDING BUILDING

152.62'
S32°36'10"W
(Total Distance)

0.72 ACRE
VACANT LOT

Creek (Approximate Loc.)

Asphalt

2.5'

TMS# R11301-16-02
1035 DREYFUSS ROAD

S42°29'54"W
66.19'

65.0'

42.3'

PARCEL "C"
0.58 ACRE

46.46'
S9°06'27"W

TMS# R11301-16-03
1025 DREYFUSS ROAD

1/2" Rebar (n)
(5' Reference Iron)
Calc. Point
(In TV handhole)

Drop Inlet (Typ.)

1/2" Rebar (o)
Water Valve

Headwall

Water Meter (Typ.)

149.89'
N57°01'51"W

Railroad Spike (o)

22.5'

16.4'

5/8" Rebar w/Cap (o)

22.2'

N56°58'20"W
165.18'

Catch Basin

Nail & Cap (o)

23.1'

N56°59'16"W
157.02'

Asphalt Roadway

23.8'

Sewer Manhole (Typ.)

N56°57'44"W
140.45'

Fire Hydrant

23.6'

Centerline of Road (Approx. Loc./Typ.)

Overhead Utility Line (Typical)

DREYFUSS ROAD

LINE TABLE		
LINE	LENGTH	BEARING
L1	14.58'	S 12°55'08" W
L2	27.97'	S 46°30'19" W
L3	58.37'	S 38°35'08" W
L4	50.47'	S 83°22'03" W
L5	41.22'	N 56°57'44" W

COX AND DINKINS, INC. HAS ATTEMPTED TO LOCATE BURIED SANITARY SEWER LINES, STORM DRAINAGE PIPES/ STRUCTURES AND OTHER UNDERGROUND UTILITIES OF WHICH WE HAVE KNOWLEDGE. SOME ADDITIONAL UNDERGROUND UTILITIES MAY EXIST ON THE SUBJECT PARCEL OF WHICH THE LOCATION IS NOT KNOWN TO COX AND DINKINS, INC.; IF A MORE DETAILED ANALYSIS OF THE UNDERGROUND PIPES AND/OR UTILITIES IS NEEDED, COX AND DINKINS, INC., STRONGLY RECOMMENDS THAT AN INDEPENDENT THIRD PARTY UNDERGROUND UTILITY LOCATER BE CONSULTED TO LOCATE THESE UTILITIES.

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

THE TOTAL AREA SHOWN IS EQUAL TO 2.59 ACRES.

EXEMPTION FROM REVIEW PROCESS
This plat is a SURVEY of an existing lot of record with no changes to existing lot lines.

(Professional Land Surveyor)
Printed Name: GENE L. DINKINS, JR.
License: 24278

THIS SURVEY IS NOT A VALID PLAT AS ORIGINAL SIGNATURE

COPYRIGHT © 2023 COX AND DINKINS, INC. ALL RIGHTS RESERVED

ORDER NO. 64446

REVISIONS

No.	DATE	DESCRIPTION
1		

COX AND DINKINS
ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS
724 BELTLINE BLVD.
COLUMBIA, SC 29205
803.254.0518
COXANDDINKINS.COM

SOUTH CAROLINA — COX AND DINKINS, INC. No. C00294 — CERTIFICATE OF AUTHORIZATION

PLAT

PREPARED FOR
CASON DEVELOPMENT GROUP

RICHLAND COUNTY, IN & NEAR COLUMBIA, S.C.

SOUTH CAROLINA — No. 24278 — GENE L. DINKINS, JR.

CERTIFICATION:

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.

REFERENCES:

1) PLAT PREPARED FOR PROFESSIONAL EXPRESS, INC., BY SITE CONSULTANTS, INC., DATED NOVEMBER 23, 1998.
2) DEED RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN DEED BOOK 439, PAGE 569.
3) PLAT PREPARED FOR TIDEWATER HOLDINGS, LLC, BY COX AND DINKINS, INC., DATED AUGUST 16, 2000.
4) DEED RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN DEED BOOK D 916, PAGE 209. (DEED FOR ADJACENT TAX PARCEL R11301-16-05.)

NOTES:

1) 1/2" REBARS (N) WERE SET ALONG THE APPROXIMATE LOCATION OF THE EASTERN SURFACE EDGE OF ROCKY BRANCH AS DESCRIBED IN DEED BOOK D-916, PAGE 209.

DATE:	SCALE:	TAX MAP NUMBER:	BOOK:	CHK:	SF NO.:	DWG:	BY:
SEPTEMBER 19, 2023	1" = 40' (0' 20' 40' 80')	R11301-16-01, -02, -03 & -04	J19-34	16	228-12	3TJ19-34.dwg	20

DRAWER NO.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: January 17, 2024

RE: **Property Address:** 10 Bluff Road (portion), 1035 Dreyfus Road, 1025 Dreyfus Road, and 1017 Dreyfus Road
Richland County TMS#: 11301-16-01 (portion), 11301-16-02, 11301-16-03, and 11301-16-04
Owner(s): CDG Dreyfuss, LLC
Current Use: Vacant Commercial/Light Industrial
Proposed Use: Commercial/Light Industrial
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Core Neighborhood Activity Center (UCAC-1)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial District (LI), portions within within the Floodplain and Floodway Overlay Districts (OV-FP and OV-FW)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 3
Census Tract: 28

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

Planning & Development Services staff will see to it that this matter is placed on the **February 8, 2024** 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
Frank Eskridge, Director, Utilities
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Kelly Smith, 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
Dollie Herron, Community Development
George Adams, Fire Marshal
Hope Hasty, Zoning Administrator
Wendy Royal, 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: UCAC-1 (Land Use classification) by 5 - 0.
on 2/8/24 (mm/dd/yyyy).

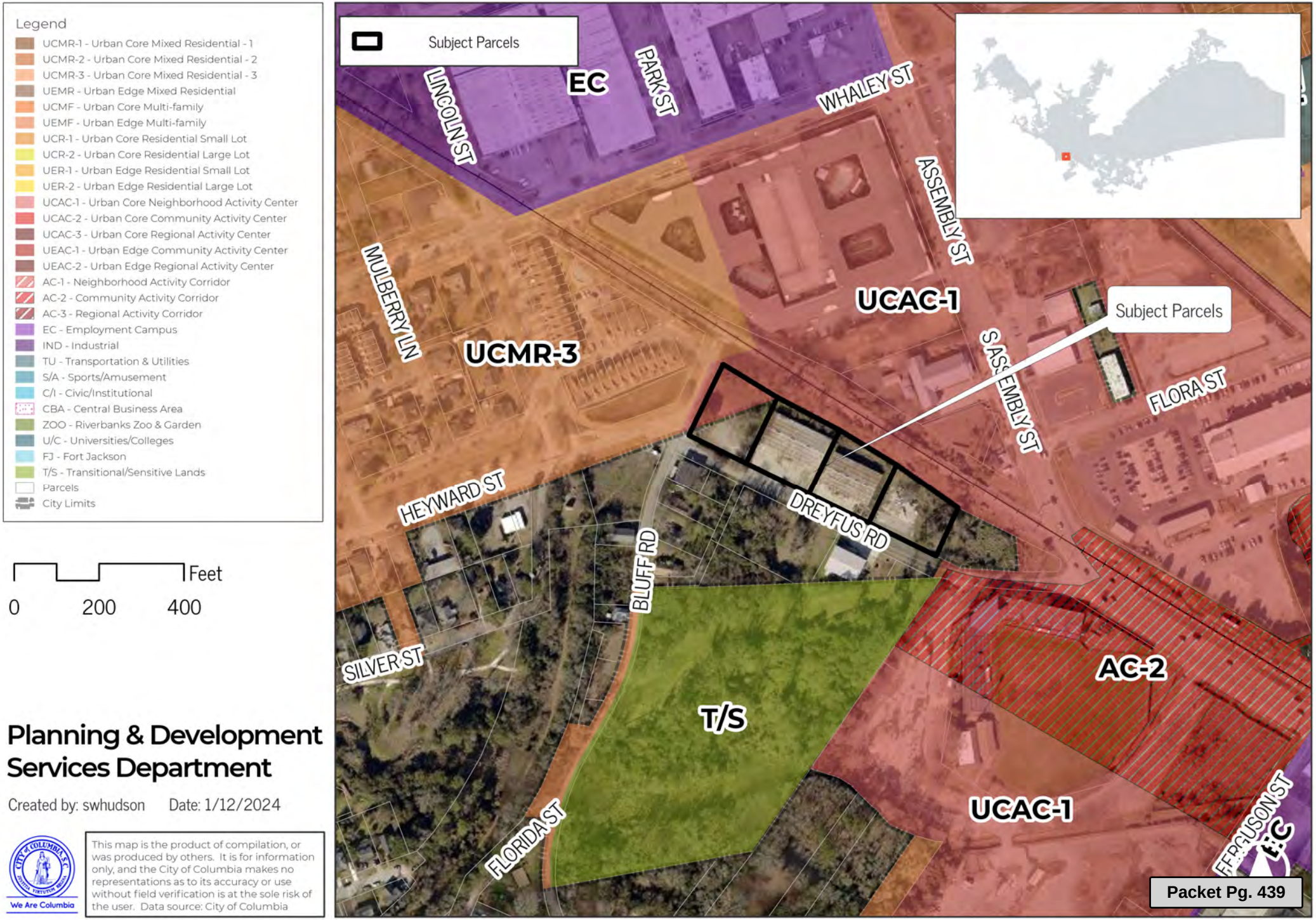
Planning Commission Zoning Recommendation: LI Portions in OV-FP + OV-FW (Zoning classification) by 5 - 0.
on 2/8/24 (mm/dd/yyyy).

(Signature of Annexation Coordinator)


LINCOLN ST
PARK ST
WHALEY ST
ASSEMBLY ST
MAIN ST
HEYWARD ST
MULBERRY LN
Subject Properties
BROADWAY ST
COTTONPLACE LN
S ASSEMBLY ST
GADSDEN ST
HEYWARD ST
FLORA ST
HEYWARD ST
DREYFUS RD
BLUFF RD
SILVER ST

Future Land Use

1025 & 1035 Dreyfus Road; TMS# 11301-16-01, -02, -03 & -04
Current Richland Co. Future Land Use: Mixed Residential (High Density)
Proposed City Future Land Use: Urban Core Neighborhood Activity Center (UCAC-1)



Planning & Development Services Department

Created by: swhudson Date: 1/12/2024

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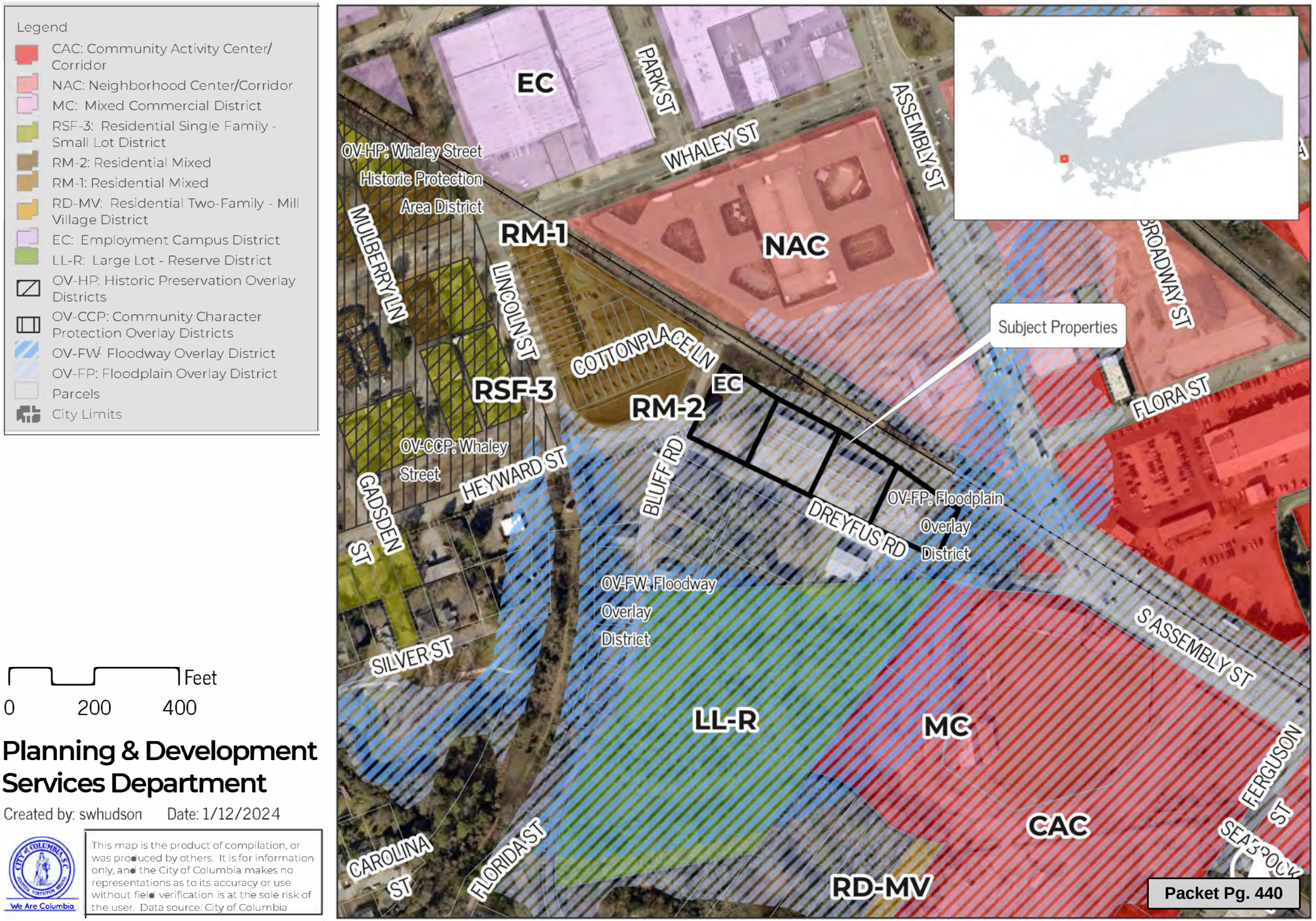
Zoning

1025 & 1035 Dreyfus Road; TMS# 11301-16-01, -02, -03 & -04
Current Richland Co. Zoning: Manufacturing (M-1)
Proposed City Zoning: Light Industrial (LI), portions within OV-FP and OV-FW



Planning & Development Services Department

Created by: swhudson Date: 1/12/2024

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We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1100 Sandy Oaks Road (11.14 acre portion); TMS# 28913-02-04 (portion)**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **No**

PURPOSE:

Ordinance No.: 2024-014 - Annexing 1100 Sandy Oaks Road (11.14 acre portion), Richland County TMS #28913-02-04 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Development District (PD) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Rural (RU) by Richland County.

Applicant: Freeway Mobile Home Park, LLC/HVP3 Development, LLC

Staff Recommendation: Approval

PC Recommendation: 2/8/2024; Approval (5-0)

ATTACHMENTS:

- **#a:** ANNEX-2024-0002_SandyOaks_ZPH_Packet (PDF)
- #b: 2024-014 - Annex and Incorporate 1100 Sandy Oaks Road (PDF)
- #c: SandyOaks1100_Petition (PDF)
- #d: SandyOaks1100_portion_Offer_Notice (PDF)

CITY COUNCIL

March 19,2024 at 4:00pm
City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

1100 Sandy Oaks Road (11.14 acre portion); TMS# 28913-02-04 (portion)

Council District:	4
Proposal:	Request to annex the property, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Development District (PD) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Rural (RU) by Richland County.
Applicant:	Freeway Mobile Home Park, LLC/HVP3 Development, LLC
Staff Recommendation:	Approval
PC Recommendation:	2/8/2024; Approval (5-0)
ZPH, 1ST Reading:	3/19/2024; Pending
2nd Reading:	4/2/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 11.14 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Rural (RU)
Proposed City Zoning: Planned Development District (PD)
Census Tract: 114.07

DETERMINATION FOR CITY SERVICES

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

Police
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 business would be **approximately $10,500 per year,** based on calls to similar 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
The Solid Waste Division provides service in other phases of this proposed subdivision, however the recent and significant growth in this part of the City means that this would be another big impact on Solid Waste's service capability. **The approximate cost to provide Solide Waste services to a single-family residence is $225 a year**.

Engineering
Because water lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation. This property is within the Palmetto Utilities (SouthWest Water Company) sewer service area.

Water Customer Care
The property is currently vacant and any new homes would represent new customers, who will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services
We recommend approval of the annexation of this property, which is within a Secondary Area as designated within the Urban Service Area plan. The current plans for the property are to develop a single-family residential subdivision of approximately 42 lots; a new phase of The Mill subdivision that is already within the City limits. At build-out, the estimate real estate tax revenue generated for the City would be **approximately $46,500 per year** based on anticipated taxable value of this development.

* Estimated City Tax Revenue is based on **2023 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 than this number, 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 .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Secondary Area" in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area
The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Secondary Area
Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include "higher value" properties where annexation could prove beneficial to revenues.

Annexation within *Secondary Areas* should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Residential Small Lot (UER-1). The property is currently designated as Neighborhood (Medium Density) by Richland County.

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

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

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

PROPOSED ZONING DISTRICT SUMMARY

The property is currently zoned Rural (RU) by Richland County. Adjacent parcels within the City of Columbia are currently zoned Planned Development District (PD) to the west. Adjacent parcels in unincorporated Richland County are currently zoned Rural (RU) to the north, east, and to the south across Interstate 20. Upon the implementation of Richland County's new Land Development Code and Zoning Maps on March 1, 2024, the subject property will be zoned Homestead (HM), the properties to the north and south will be zoned Homestead (HM), and the properties to the east will be zoned Residential Transition (RT).

The proposed City of Columbia zoning district is Planned Development District (PD), and the property will be added to the Woodcreek Farms General Development Plan.

Refer to attached zoning district descriptions for more information on the proposed City of Columbia zoning.

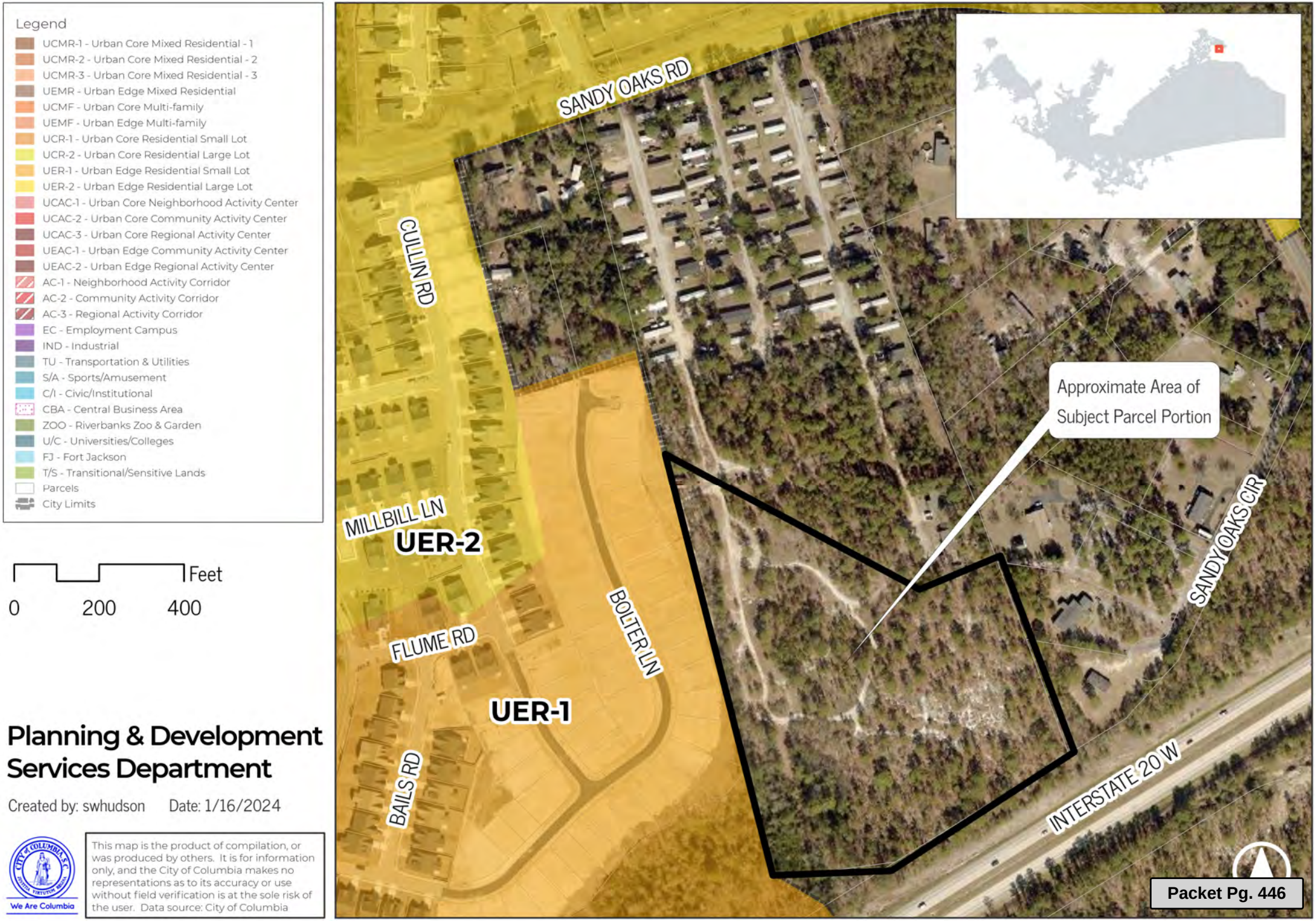
STAFF RECOMMENDATION

Staff recommends the assignment of future land use classification of Urban Edge Residential Small Lot (UER-1) and zoning of Planned Development District (PD) at the time of annexation.


MIDDLINGS CT
FEATHEREDGE RD
BRIDGEPORT RD
CROSSBAR LN
COUNTY LINE TRL
CULLIN RD
COG LN
MILLBILL LN
BOLTER LN
FLUME RD
BAILS RD
JACOBS MILL POND RD
Subject Property
SANDY OAKS CIR
SANDY OAKS RD
INTERSTATE 20 W
INTERSTATE 20 E

Future Land Use

1100 Sandy Oaks Road; TMS# 28913-02-04
Current Richland Co. Future Land Use: Neighborhood (Medium Density)
Proposed City Future Land Use: Urban Edge Residential Small Lot (UER-1)



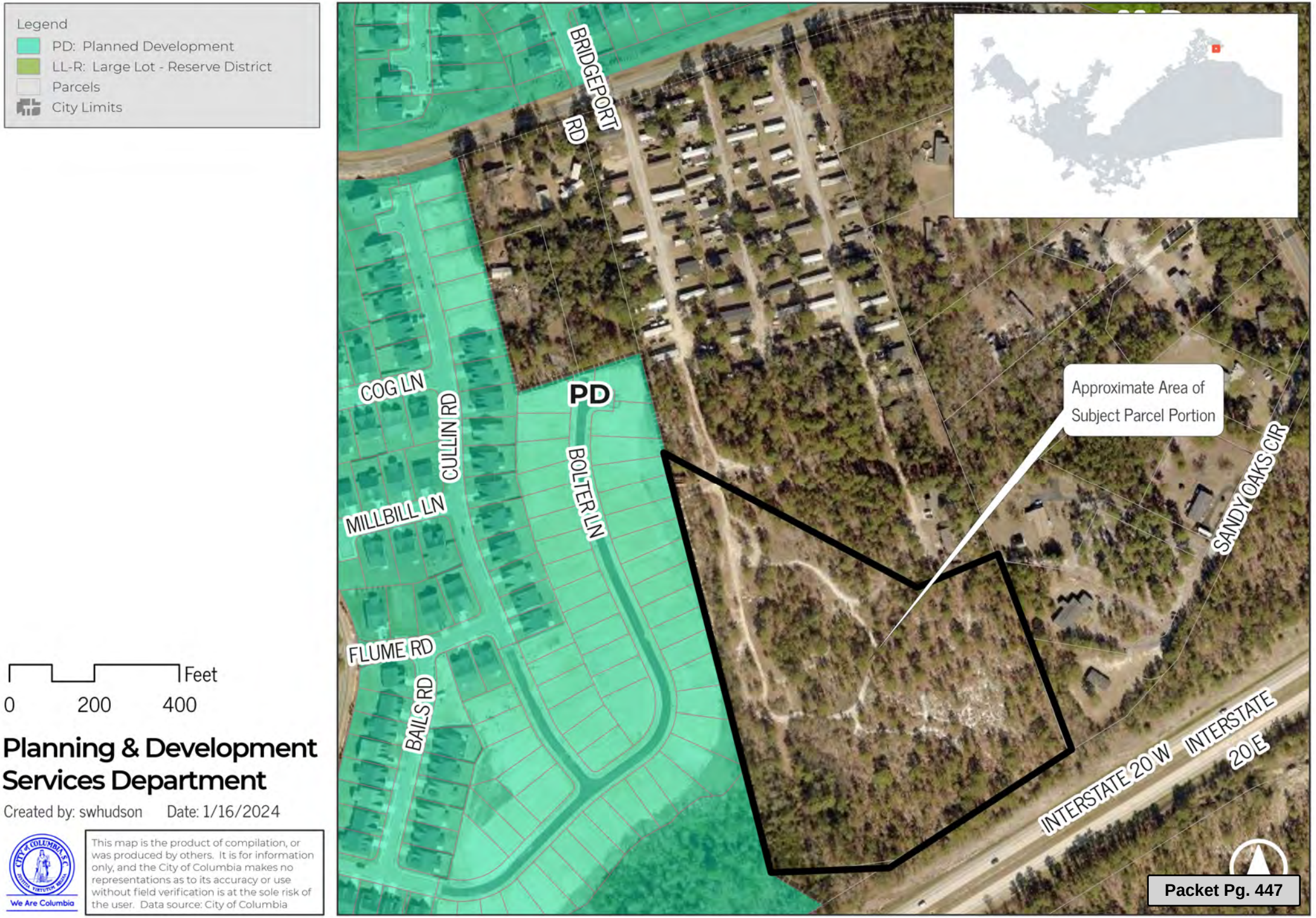
Planning & Development Services Department

Created by: swhudson Date: 1/16/2024

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 at the sole risk of the user. Data source: City of Columbia

Zoning

1100 Sandy Oaks Road; TMS# 28913-02-04
Current Richland Co. Zoning: Rural (RU)
Proposed City Zoning: Planned Development District (PD)



Planning & Development Services Department

Created by: swhudson Date: 1/16/2024

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Current Future Land Use Classification

NEIGHBORHOOD (MEDIUM-DENSITY)

Land Use and Character

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.



Desired Development Pattern

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.



Transportation

Upgrades to arterial and collector roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. Subdivisions should be designed to provide vehicular, bicycle, and pedestrian access and connectivity throughout, either through conventional sidewalks or through greenway and trail access.

Recommended Land Uses

Primary Land Uses: Single-family detached houses, duplexes, townhomes

Secondary Land Uses: Multi-family development, neighborhood serving services, such as small scale drycleaners, professional offices, coffee shops, bakeries and restaurants, drug-stores, and convenience stores should be located within Neighborhood Activity Centers or may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. These land uses should not result in strip commercial development or fragmented "leapfrog" development patterns along corridors. Places of worship, public or private parks, and public recreation facilities are also appropriate uses. These uses should be integrated to better serve surrounding residential properties through pedestrian access, and mitigation of any noise, light, or traffic impacts on neighborhoods.

Policy Guidance

1. Neighborhood densities should be based on allowing higher densities that include single-family attached housing near major corridors and activity centers and lower densities that include only single-family detached housing near open space developments, low-density residential, and rural areas.
2. Master planning of neighborhoods is encouraged and should include neighborhood parks and open spaces as part of the development program. A mix of housing types is encouraged within individual developments. Neighborhood scale commercial centers are also an appropriate amenity to include in master planned developments.
3. Traditional neighborhood designs should be facilitated by development of a new zoning district that allows for a mix of housing types and lot sizes within a single development.
4. Developments should connect to adjacent neighborhoods and commercial/employment areas, and be supported by multiple modes of transportation.
5. The protection of mature tree canopy is encouraged for areas surrounding developments and on private residential lots, as feasible.

6. Environmentally sensitive areas, such as floodplains, wetlands, and lands along creeks and surface waters should be protected or developed using best management practices to maintain the areas green infrastructure system, and to ensure long-term water quality. Providing public recreational access to these features, as feasible, is preferred.

Relevant Plans

Broad River Road Corridor and Neighborhood Master Plan, Candlewood Master Plan, Crane Creek Master Plan, Lower Richland Community Strategic Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area

Priority Investment Areas

#2 Ballentine at Dutch Fork Road, Marina, and Broad River Road, Portion of #5 I-20 Fairfield Interchange, Portion of #9 Decker Boulevard and Two Notch Road, Portion of #8 I-77 Farrow Road Interchange

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

RS-LD, RS-MD,MH,PDD

Proposed Future Land Use Classification

Development Types

URBAN EDGE RESIDENTIAL SMALL LOT (UER-1)

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.



UER-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

TERTIARY TYPES

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

See matrix for appropriate park/open space types.

Development Types

UER-1 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 ranging between 2,500 square feet and 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 less 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.



Proposed Zoning District

(c) PD-#: Planned Development District

(1) Purpose

The purpose of the Planned Development (PD) District is to encourage integrated and well-planned mixed-use development in locations throughout the City. A range of residential and nonresidential uses are allowed, with the intent of providing a variety of housing options and mutually-supportive nonresidential uses that serve the residents and the surrounding neighborhood.

Substantial flexibility is provided, with an expectation that development quality will surpass what is otherwise achievable through the base zoning district. District standards shall support the efficient use of land and resources, protect natural features and the environment, promote greater efficiency in providing public facilities and infrastructure, and mitigate potential adverse impacts on surrounding development.





(2) Intensity and Dimensional Standards

Standard	Requirement
Lot Area, min. (sf.)	To be established in PD Plan and PD Agreement document as set forth in Sec. 17-2.5(d), Planned Development.
Lot Width, min. (ft.)	
Lot Coverage, max. (% of site area)	
Density, max. (du/acre)	
Intensity, max. (sf)	
Front Yard Setback, min. (ft.)	
Side Yard Setback, min. (ft.)	
Rear Yard Setback, min. (ft.)	
Building Height, max. (ft.)	
Other intensity and dimensional standards	

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

(3) Use Standards

The specific uses that may be developed in the specific PD zoning district, together with any standards that apply to specific uses, shall be identified in the PD Plan.

a. Principal Uses

The following uses are not allowed in a PD zoning district:

1. Mobile home park;

2. Dormitory, private;

3. Correctional facility;

4. Zoo;

5. College or university;

6. Hospital;

7. Airport;

8. Railroad facility;

9. Solar energy conversion system (large scale);

10. Animal shelter;

11. Laboratory, testing or research;

12. Self-service storage facility;

13. Sign fabrication establishment;

14. Crematory;

15. Sexually-oriented business;

16. Building supplies store;

17. Commercial vehicle sales and rentals;

18. Personal vehicle sales and rentals;

19. Vehicle towing and wrecker service;

20. Uses in the Agriculture and Forestry use categories;

21. Uses in the Industrial use classification; and

22. Any use that the Zoning Administrator determines to be part of , or substantially similar to, a use type, use category, or use classification listed in this subsection using the standards in Sec. 17-9.3(b), Interpretation of Unlisted Uses.

b. Accessory Uses and Structures

Accessory uses and structures within a PD district shall be subject to the standards in Sec. 17-4.3(c), General Standards for All Accessory Uses and Structures.

(4) District-Specific Development Standards

Development in a PD district shall comply with the following standards.

a. Use mixing

A PD district shall provide a mix of residential and nonresidential uses.

b. Building Types

A PD district shall provide a mix of building types, when feasible.

c. Pedestrian and Nonmotorized Connections

Facilities for pedestrian and other nonmotorized transportation shall be provided to establish connections within the site, and to adjacent public streets. The facilities may include, but are not limited to:

1. Sidewalks and trails;
2. Wayfinding markers and signage;
3. Crosswalks, raised intersections, traffic signals, or other safety features;
4. Curb cuts for bicycles, wheelchairs, and other forms of nonmotorized transportation;
5. Paths that connect to buildings, parking areas, open space areas, and public streets; and
6. Bicycle facilities, including on-street and off-street facilities and bicycle parking.

d. General Development Standards

1. Development in a PD district shall comply with the standards in Article 5: Development Standards, unless they are modified as allowed by Table 17-3.6(c)(4): Development Standards Subject to Modification.

TABLE 17-3.6(C)(4): DEVELOPMENT STANDARDS SUBJECT TO MODIFICATION		
STANDARD		MEANS TO MODIFY
Sec. 17-5.1	Access, Mobility, and Circulation	PD Plan
Sec. 17-5.2,	Off-Street Parking, Bicycle Parking	PD Plan
Sec. 17-5.3,	Landscaping	PD Plan
Sec. 17-5.4,	Tree Protection	PD Plan
Sec. 17-5.5,	Open Space	Modifications prohibited
Sec. 17-5.6,	Neighborhood Compatibility	Modifications prohibited
Sec. 17-5.7,	Form and Design Standards	PD Plan
Sec. 17-5.8,	Fences and Walls	PD Plan
0,	Exterior Lighting	PD Plan
0	Signs	PD Plan
Sec. 17-6.2,	Minimum Design Standards	PD Plan
0,	Improvements and Sureties	PD Plan
Article 9:	Definitions and Rules of Measurement	PD Plan

2. Modifications to development standards, as allowed in Table 17-3.6(c)(4): Development Standards Subject to Modification, shall be:

(i) Consistent with the purpose the PD district; and

(ii) Documented in the PD Plan and PD Agreement documents, with a clear basis for why the change is needed, how it supports the purpose of this district, and how it supports high-quality development.

e. Site Access

Any streets, alleys, and driveways proposed shall be adequate to serve the residents, occupants, visitors, and other anticipated traffic of the PD district, but may be designed to discourage through traffic from traversing the development.

f. Pedestrian Circulation

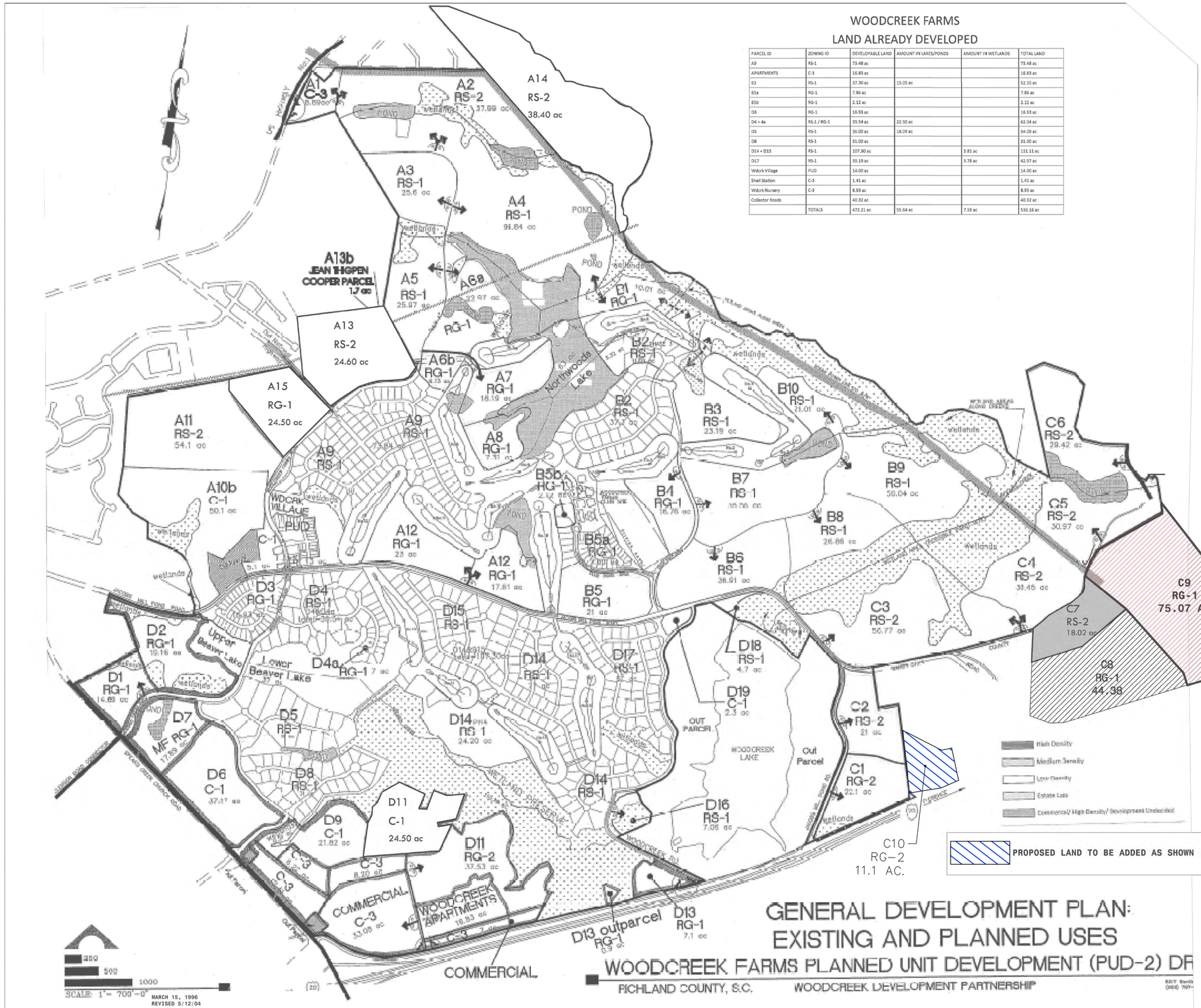
The pedestrian circulation system and its related walkways shall be separated as completely as possible from the vehicular street system in order to provide separation of pedestrian and vehicular movement.

g. Utilities

The planned development shall provide for underground installation of utilities (including electricity and telephone) both public ways and private extensions. Provisions shall be made for acceptable design and construction of storm water facilities including grading, gutter, piping, and treatment of turf and maintenance of facilities.

h. Privacy

A planned development containing residential uses shall provide reasonable visual and acoustical privacy for dwelling units, including fences, insulation, walks, barriers, protection and aesthetic enhancement of property and the privacy of its occupants. High-rise buildings shall be located within the development in such a way as to minimize any adverse impact on adjoining low-rise buildings.



MARCH 15, 1996
REVISED 5/12/04
WCC
REVISED 05/20/20 POWER ENGINEERING COMPANY, INC., ADDED C7
REVISED 09/29/21 JACOB RICE ENGINEERING - ADDED C8
REVISED 01/05/24 HUSSEY GAY BELL - ADDED C9
REVISED 01/26/24 HERITAGE ENGINEERING – ADDED C10

GENERAL DEVELOPMENT PLAN: EXISTING AND PLANNED USES

WOODCREEK FARMS PLANNED UNIT DEVELOPMENT (PUD-2) DR

RICHLAND COUNTY, S.C. WOODCREEK DEVELOPMENT PARTNERSHIP

WOODCREEK FARMS

LAND ALREADY DEVELOPED

PARCEL ID	ZONING ID	DEVELOPABLE LAND	AMOUNT IN LAKES/PONDS	AMOUNT IN WETLANDS	TOTAL LAND
A9	RS-1	73.48 ac			73.48 ac
APARTMENTS	C-3	16.83 ac			16.83 ac
B2	RS-1	37.30 ac	15.05 ac		52.35 ac
B5a	RG-1	7.86 ac			7.86 ac
B5b	RG-1	2.12 ac			2.12 ac
D3	RG-1	16.93 ac			16.93 ac
D4 + 4a	RS-1 / RG-1	39.54 ac	22.50 ac		62.04 ac
D5	RS-1	36.00 ac	18.09 ac		54.09 ac
D8	RS-1	31.00 ac			31.00 ac
D14 + D15	RS-1	107.30 ac		3.81 ac	111.11 ac
D17	RS-1	39.19 ac		3.78 ac	42.97 ac
Wdcrk Village	PUD	14.00 ac			14.00 ac
Shell Station	C-3	1.41 ac			1.41 ac
Wdcrk Nursery	C-3	8.93 ac			8.93 ac
Collector Roads		40.32 ac			40.32 ac
	TOTALS	472.21 ac	55.64 ac	7.59 ac	536.16 ac

WOODCREEK FARMS

LAND AVAILABLE FOR DEVELOPMENT

PARCEL ID	ZONING ID	DEVELOPABLE LAND	AMOUNT IN LAKES/PONDS	AMOUNT IN WETLANDS	TOTAL LAND
A1	C-3	9.00 ac			9.00 ac
A2	RS-2	37.99 ac	2.68 ac	5.05 ac	45.72 ac
A3	RS-1	25.60 ac		2.64 ac	28.24 ac
A4	RS-1	96.84 ac	18.81 ac	16.25 ac	131.90 ac
A5	RS-1	25.97 ac		2.65 ac	28.62 ac
A6a	RG-1	22.97 ac	14.31 ac	2.86 ac	40.14 ac
A6b	RG-1	6.73 ac			6.73 ac
A7	RG-1	18.19 ac	14.28 ac		32.47 ac
A8	RG-1	7.31 ac	5.68 ac	1.69 ac	14.68 ac
A10b	C-1	50.1 ac		7.11 ac	57.21 ac
A11	RS-2	54.08 ac			54.08 ac
A12	RG-1	40.61 ac	0.73 ac		41.34 ac
A15	RG-1	24.50 ac			24.50 ac
WDCRK VILL	PUD	13.00 ac		3.00 ac	16.00 ac
B1	RG-1	10.91 ac	3.69 ac	7.78 ac	22.36 ac
B2-PH3	RS-1	9.22 ac		5.19 ac	14.41 ac
B3	RS-1	23.19 ac		2.67 ac	25.86 ac
B4	RG-1	16.76 ac			16.76 ac
B5	RG-1	21.00 ac			21.00 ac
B6	RS-1	36.91 ac		0.92 ac	37.83 ac
B7	RS-1	35.56 ac	2.44 ac		38.00 ac
B8	RS-1	26.89 ac		15.93 ac	42.82 ac
B9	RS-1	50.04 ac		32.77 ac	82.81 ac
B10	RS-1	21.01 ac	2.09 ac	42.19 ac	65.29 ac
C1	RG-2	22.10 ac		1.83 ac	23.93 ac
C2	RS-2	21.00 ac			21.00 ac
C3	RS-2	56.77 ac		26.11 ac	52.88 ac
C4	RS-2	30.45 ac		24.17 ac	54.62 ac
C5	RS-2	30.97 ac	2.90 ac	7.64 ac	41.51 ac
C6	RS-2	29.42 ac	6.55 ac		35.97 ac
D1	RG-1	14.69 ac		1.78 ac	16.47 ac
D2	RG-1	19.16 ac	9.45 ac	11.09 ac	39.70 ac
D6	C-1	37.17 ac			37.17 ac
D7	MF RG-1	17.89 ac	2.04 ac		19.93 ac
D9	C-1	21.89 ac		0.59 ac	22.48 ac
D11	C-1	62.03 ac			62.03 ac
D13	RG-1	7.10 ac			7.10 ac
D13 out parcel	RG-1	0.90 ac			0.90 ac
D14	RS-1	24.20 ac			24.20 ac
D16	RS-1	2.71 ac		4.35 ac	7.06 ac
D18	RS-1	1.69 ac		11.59 ac	13.28 ac
D19	C-1	2.30 ac			2.30 ac
WDCRK COMM.	C-3	67.11 ac			67.11 ac
A-13	RS-2	24.60 ac			24.6 ac
A-13b	RS-1	1.70 ac			1.70 ac
A-14	RS-2	53.00 ac		14.40 ac	68.40 ac
C7	RS-2	18.02 ac			18.02 ac
C8	RG-1	44.38 ac			44.24 ac
C9	RG-1	75.07 ac			75.07 ac
C10	RG-2	11.1 ac			11.1 oc
	TOTALS	1,381.66 oc	85.65 oc	253.23 ac	1,720.54 oc

WOODCREEK FARMS

GOLF COURSE + CLUB HOUSE

214.29 AC

WETLAND PRESERVE

110.25 AC

SITE TOTAL (INCLUDING WETLANDS, PONDS, LAKES):

DEVELOPED AREAS= 588.23 ACRES

UNDEVELOPED AREAS= 1634.37 ACRES

GOLF COURSE AREA= 214.29 ACRES

WETLAND PRESERVE= 110.25 ACRES

TOTAL= 2,547.28 ACRES

ALL ACREAGES AND AREAS APPROXIMATE ONLY.
BOUNDARIES HAVE NOT BEEN CONFIRMED BY SURVEY

ORDINANCE NO.: 2024-014

Annexing 1100 Sandy Oaks Road (11.14 acre portion), Richland County TMS #28913-02-04 (portion) into the City of Columbia, South Carolina, 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 _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

2. The property identified as 1100 Sandy Oaks Road (11.14 acre portion), Richland County TMS #28913-02-04 (portion) containing 11.14 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 114.07, and assigned a future land use classification of Urban Edge Residential Small Lot (UER-1) and zoning of Planned Development District (PD).

LEGAL DEPARTMENT DRAFT

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 28913-02-04 (portion)

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:

City Manager

Approved as to form:

Deputy City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Last revised: 2/20/2024
24020268

ORDINANCE NO.: 2024-014
EXHIBIT "A"
PROPERTY DESCRIPTION

All those certain pieces, parcels or lots 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, and being shown as 11.14 Ac., 485246 S.F., on a plat prepared for Prime Development, LLC by Belter & Associates, Inc., dated November 28, 2023. Said plat being incorporated by reference for a more complete description of the property.

LEGAL DEPARTMENT DRAFT

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

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

Property Description: All those certain pieces, parcels or lots 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, and being shown as 11.14 Ac., 485246 S.F., on a plat prepared for Prime Development, LLC by Belter & Associates, Inc., dated November 28, 2023. Said plat being incorporated by reference for a more complete description of the property.

Richland County TMS: 28913-02-04 (Portion)

Property Addresses: 1100 Sandy Oaks Road (11.14 Acre Portion)

Seller:

Freeway Mobile Home Park, LLC

BY: _____ Date: _____
(Signature)

_____ ITS: _____
(Print or Type Name) (Print or Type Title)

Buyer:

HVP3 Development, LLC

BY: _____ Date: _____
(Signature)

_____ ITS: _____
(Print or Type Name) (Print or Type Title)

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: January 17, 2024

RE: **Property Address:** 1100 Sandy Oaks Road (11.14 acre portion)
Richland County TMS#: 28913-02-04 (portion)
Owner(s): Freeway Mobile Home Park, LLC/HVP3 Development, LLC
Current Use: Undeveloped
Proposed Use: Residential
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Rural (RU)
Proposed City Zoning: Planned Development District (PD)
Reason for Annexation: Municipal Services; Secondary Area
City Council District: 4
Census Tract: 114.07

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

Planning & Development Services staff will see to it that this matter is placed on the **February 8, 2024** 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
Frank Eskridge, Director, Utilities
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Kelly Smith, 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
Dollie Herron, Community Development
George Adams, Fire Marshal
Hope Hasty, Zoning Administrator
Wendy Royal, 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-1 (Land Use classification) by 5 - 0.
on 2/8/24 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: PD (Zoning classification) by 5 - 0.
on 2/8/24 (mm/dd/yyyy).

(Signature of Annexation Coordinator)


MIDDLINGS CT
FEATHEREDGE RD
BRIDGEPORT RD
CROSSBAR LN
COUNTY LINE TRL
CULLIN RD
COG LN
MILLBILL LN
BOLTER LN
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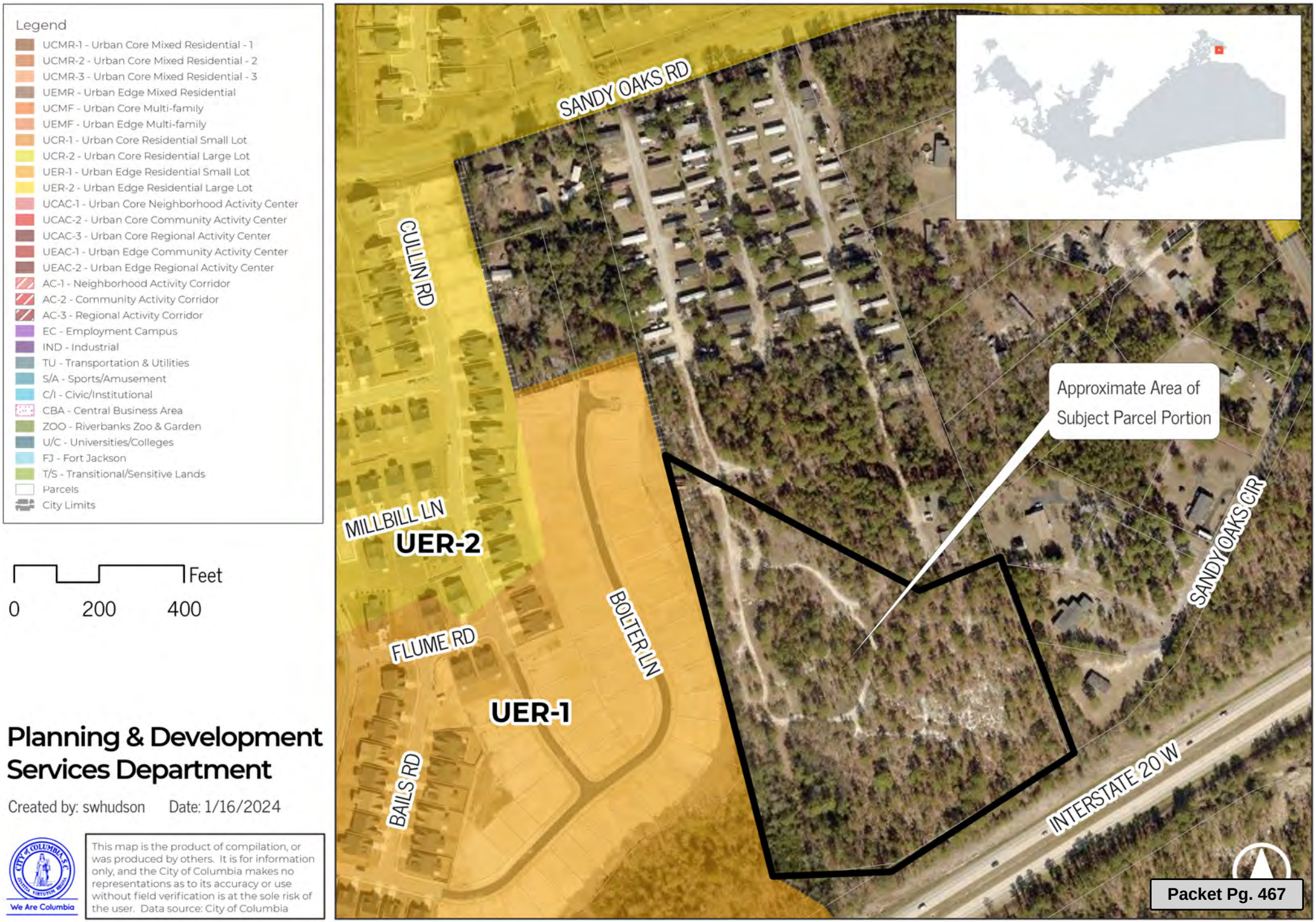
Subject Property
SANDY OAKS CIR
SANDY OAKS RD
INTERSTATE 20 W
INTERSTATE 20 E

Future Land Use

1100 Sandy Oaks Road; TMS# 28913-02-04
Current Richland Co. Future Land Use: Neighborhood (Medium Density)
Proposed City Future Land Use: Urban Edge Residential Small Lot (UER-1)



Planning & Development Services Department

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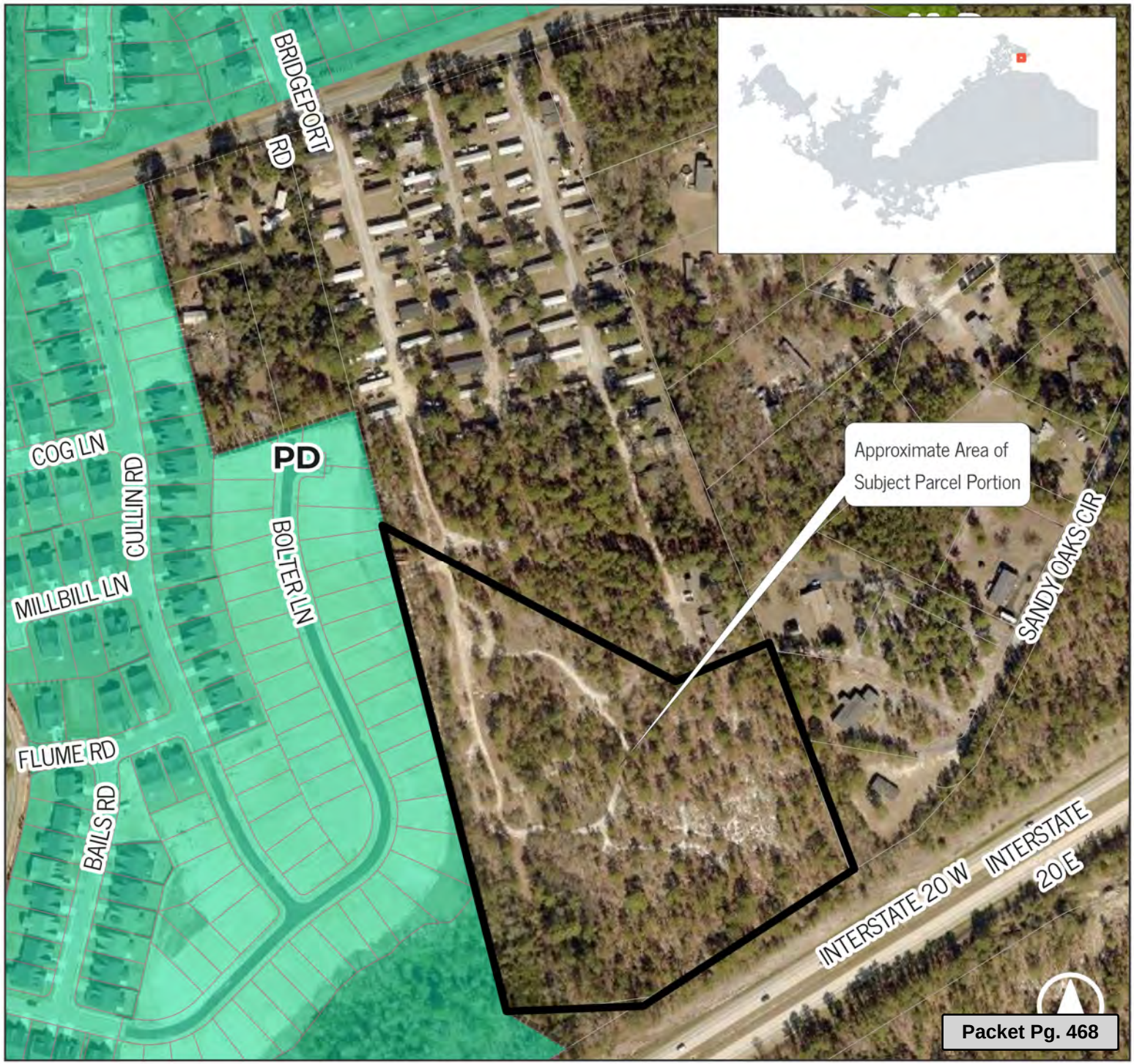
Zoning

1100 Sandy Oaks Road; TMS# 28913-02-04
Current Richland Co. Zoning: Rural (RU)
Proposed City Zoning: Planned Development District (PD)

Legend
- PD: Planned Development
- LL-R: Large Lot - Reserve District
- Parcels
- City Limits



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We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **ZONING MAP AMENDMENT for 1115 Greenlawn Drive; TMS# 16414-10-02**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **No**

PURPOSE:

Ordinance No.: 2024-017 - Amending the Official Zoning Map to modify the zoning for 1115 Greenlawn Drive, Richland County TMS #16414-10-02

Council District: 4

Proposal: Request to rezone the property from Residential Single-Family - Large Lot District (RSF-1) to Office and Institutional District (O-I)

Applicant: John Blackmon

Staff Recommendation: Denial

PC Recommendation: 2/8/2024; Denial (5-0)

ATTACHMENTS:

- **#a:** ZMA-2024-0001_Greenlawn_ZPH (PDF)
- #b: 2024-017 - Zoning Map Amendment to Rezone 1115 Greenlawn Drive (PDF)
- #c: Land Use Map(PDF)
- #d: Zoning Map (PNG)

CITY COUNCIL

March 19,2024 at 4:00pm
City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary
1115 Greenlawn Drive
TMS# 16414-10-02

Council District:	4
Proposal:	Request to rezone the property from Residential Single-Family – Large Lot District (RSF-1) to Office and Institutional District (O-I)
Applicant:	John Blackmon
Staff Recommendation:	Denial
PC Recommendation:	2/8/2024; Denial (5-0)
ZPH, 1ST Reading:	3/19/2024; Pending
2nd Reading:	4/2/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: .34 Ac
Current Use: Single-family residential
Proposed Use: Office
Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current Zoning: Residential Single-Family – Large Lot (RSF-1)
Proposed Zoning: Office and Institutional (O-I)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Residential Large Lot (UER-2).

Refer to attached land use classification description.

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

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County, though the Central Midlands Council of

Governments is currently facilitating a planning process in the area, the *Columbia East Traffic Improvement Area Plan*.

PROPOSED ZONING DISTRICT SUMMARY

The subject property currently has base zoning of Residential Single-Family – Large Lot (RSF-1). The adjacent properties to the north and south are also zoned RSF-1. Properties to the east across Greenlawn Drive are zoned O-I.

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

Refer to attached zoning district classification descriptions.

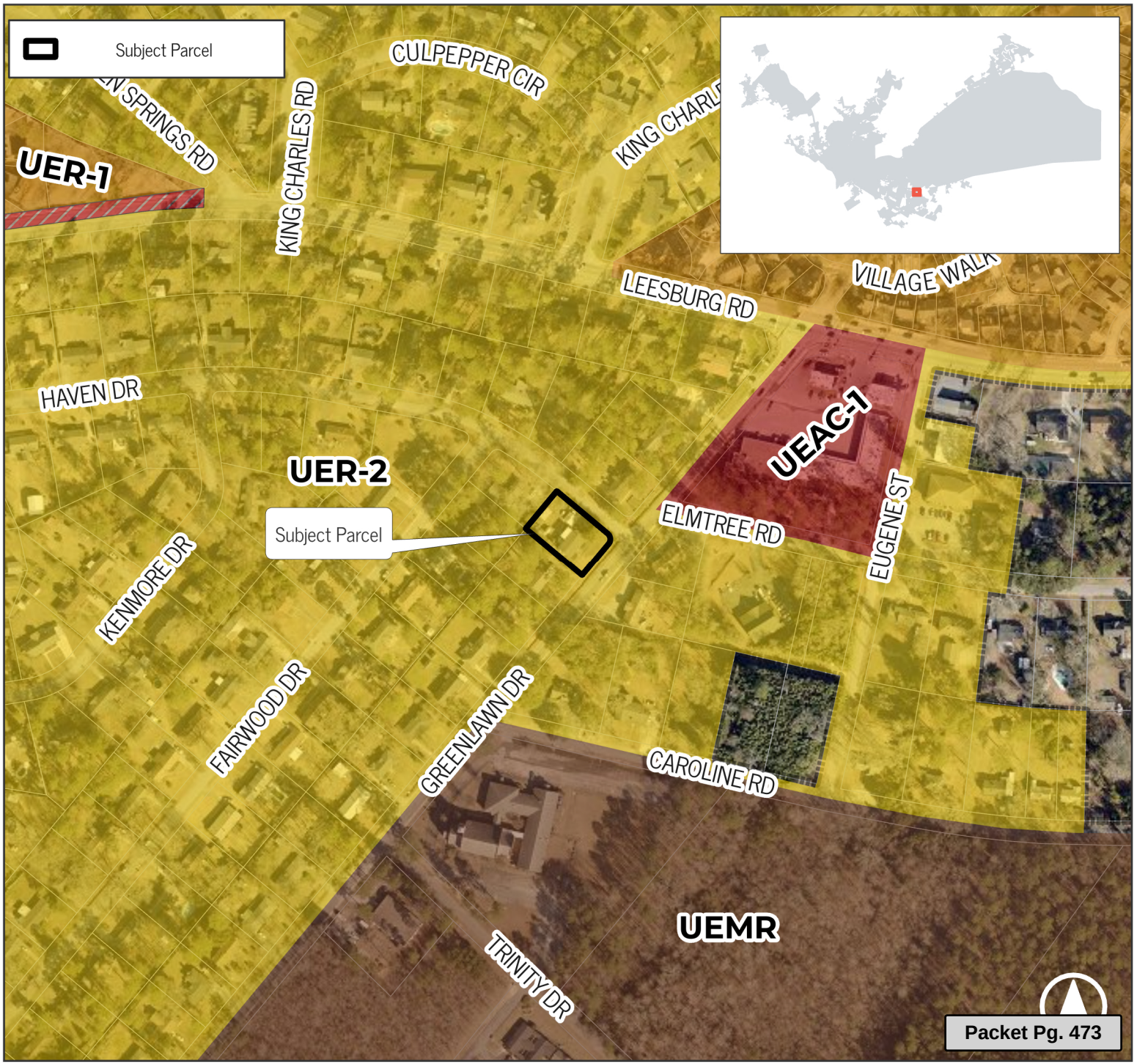
STAFF RECOMMENDATION

The parcel being requested for rezoning is currently zoned RSF-1 with an existing single-family home on the lot. Although several parcels across Greenlawn Drive are zoned O-I and are currently being used as office/commercial, the west side of Greenlawn has single-family zoning with primarily single-family homes on the lots. Staff finds the request is inconsistent with the future land use classification in *Columbia Compass: Envision 2036* and recommends denial of the request.


KING CHARLES RD
LEESBURG RD
VILLAGE LN
VILLAGE WALK
VILLAGE PL
HAVEN DR
Subject Property
ELMTREE RD
EUGENE ST
KENMORE DR
FAIRWOOD DR
GREENLAWN DR
CAROLINE RD
TRINITY DR

Future Land Use

1115 Greenlawn Drive, TMS# 16414-10-02
Future Land Use: Urban Edge Residential Large Lot (UER-2)



Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

Feet
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Planning & Development Services Department

Created by: swhudson Date: 1/19/2024

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Zoning

1115 Greenlawn Drive, TMS# 16414-10-02
Current Zoning: Residential Single Family - Large Lot District (RSF-1)
Proposed Zoning: Office and Institutional District (O-I)



Planning & Development Services Department

Created by: swhudson Date: 1/19/2024

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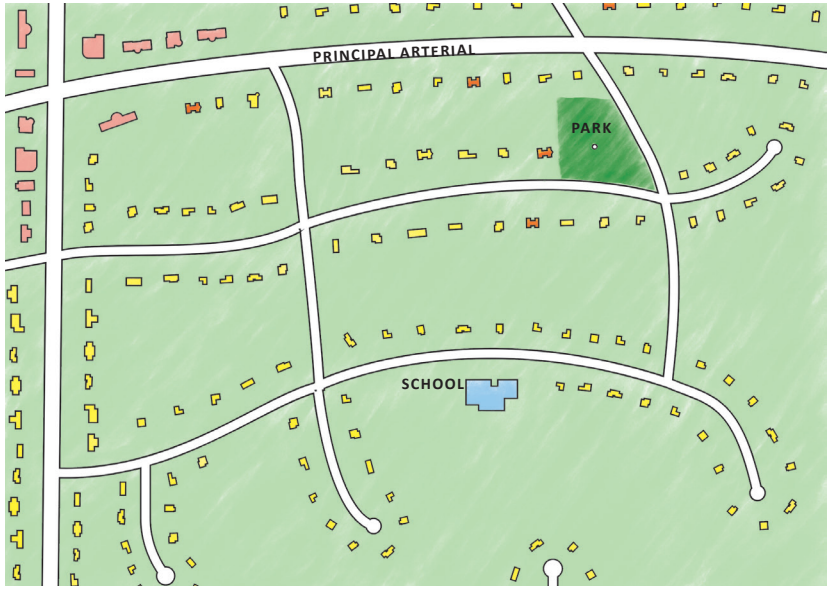
Existing Future Land Use Classification

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.



Existing Zoning District

RSF-1: Residential Single Family – Large Lot District

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.

Intensity and Dimensional Standards

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

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

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Dwelling, single-family detached

Community recreation center

Cultural facility[2]

Day care facility[2]

Library

Place of worship[2]

Public safety facility

Elementary, middle, or high school[2]

Arboretum or botanical garden[2]

Cemetery[2]

Park or greenway[1]

Utility facility, major[2]

Utility facility, minor

Community garden[1]

Crop production and processing[2]

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

Proposed Zoning District

O-I: Office and Institutional District

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.

Intensity and Dimensional Standards

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

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

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED		
Dwelling, live-work[1]	Cultural facility	School, business or trade
Dwelling, mixed-use[2]	Day care facility[1]	Hospital
Dwelling, multifamily[2]	Government office	Laboratory, medical or dental
Dwelling, single-family detached	Library	Medical or dental clinic/office
Dwelling, townhouse[2]	Membership organization facility	Nursing care facility
Dwelling, two-family	Place of worship[1]	Arboretum or botanical garden
Dormitory, public[2]	Public safety facility	Cemetery
Residential care facility[2]	Social services facility	Park or greenway[1]
Rooming house or boardinghouse[2]	College or university	Park and ride

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O-I: OFFICE AND INSTITUTIONAL

Parking lot[1]

Parking structure[2]

Passenger terminal, surface transportation[2]

Utility facility, major[2]

Utility facility, minor

Kennel[1]

Veterinary hospital or clinic[1]

Eating establishment only[1]

Eating and drinking establishment, Type 1[1]

Eating and drinking establishment, Type 2[2]

Funeral home or mortuary

Business/Professional office

Contractor's office

Bank, retail

Beauty salon or barbershop

Performing arts center[2]

Farmers' market

Bed and breakfast[1]

Hotel or motel

Community garden[2]

Crop production and processing

Manufacturing, assembly, or fabrication, light

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2024-017

Amending the Official Zoning Map to modify the zoning for 1115 Greenlawn Drive, Richland County TMS #16414-10-02

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 1115 Greenlawn Drive, Richland County TMS# 16414-10-02; 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 _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1115 Greenlawn Drive, Richland County TMS# 16414-10-02 and as shown in Attachment A, is hereby rezoned from Residential Single-Family – Large Lot District (RSF-1) to Institutional District (O-I). 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

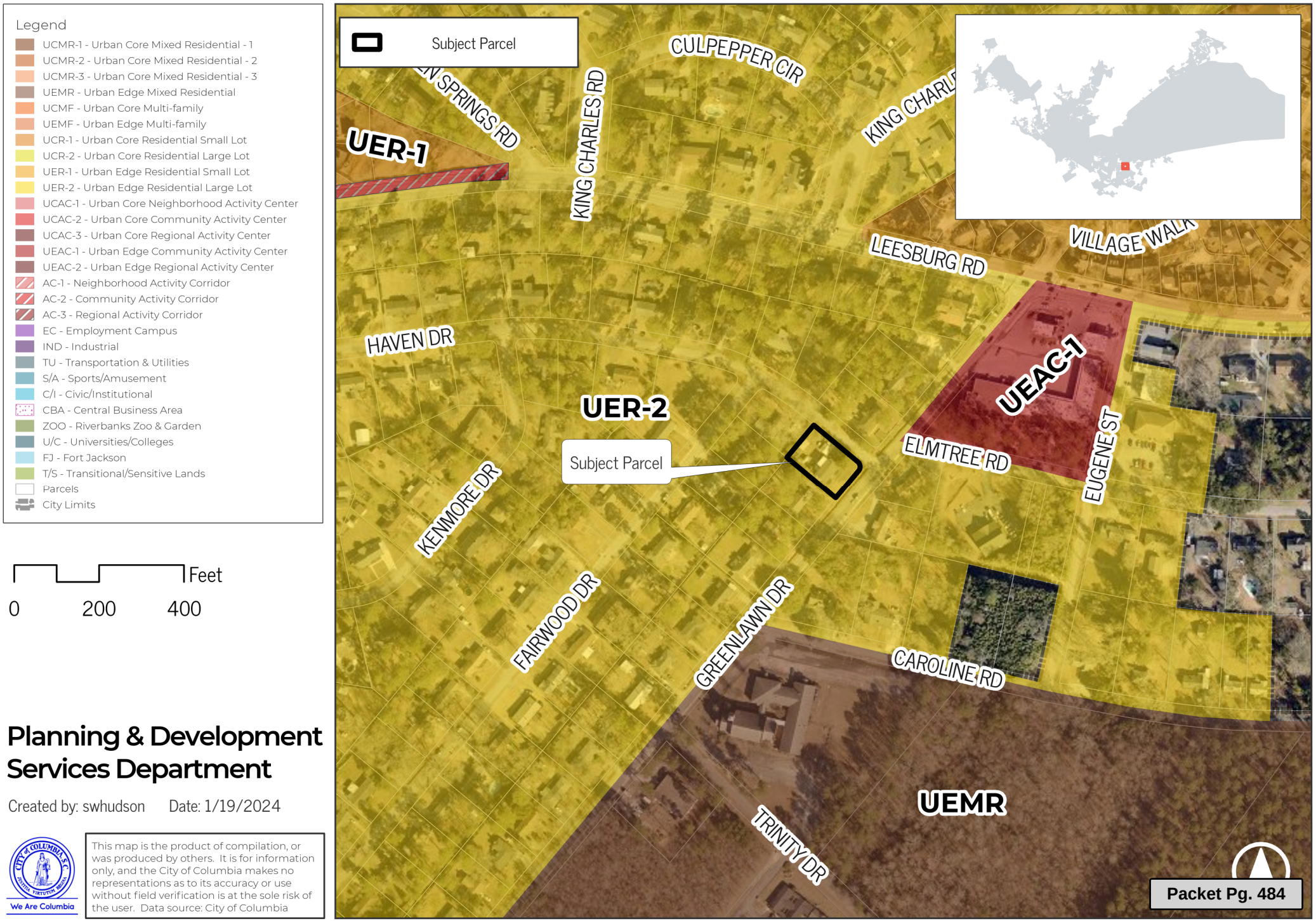
Introduced:
Final Reading:

Last revised: 2/20/2024
24020292

LEGAL DEPARTMENT DRAFT

Future Land Use

1115 Greenlawn Drive, TMS# 16414-10-02
Future Land Use: Urban Edge Residential Large Lot (UER-2)



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Zoning

1115 Greenlawn Drive, TMS# 16414-10-02
Current Zoning: Residential Single Family - Large Lot District (RSF-1)
Proposed Zoning: Office and Institutional District (O-I)



Planning & Development Services Department

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We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Zoning Map Amendment for 10 Bluff Road (portion); TMS# 11301-16-01 (portion)**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **No**

PURPOSE:

Ordinance No.: 2024-016 - Amending the Official Zoning Map to modify the zoning for 10 Bluff Road (portion), Richland County TMS #11301-16-01 (portion)

Council District: 3

Proposal: Request to rezone the property from Employment Campus District (EC), a portion within the Floodplain Overlay District (OV-FP), to Light Industrial District (LI), a portion within the Floodplain Overlay District (OV-FP).

Applicant: CDG Dreyfuss, LLC

Staff Recommendation: Denial

PC Recommendation: 2/8/2024; Approval (5-0)

ATTACHMENTS:

- **#a:** ZMA-2024-0002_10Bluff_ZPH_packet (PDF)
- #b: 2024-017 - Zoning Map Amendment to Rezone 1115 Greenlawn Drive (PDF)
- #c: Land Use Map (PDF)
- #d: Zoning Map (PNG)

CITY COUNCIL

March 19,2024 at 4:00pm
City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary
10 Bluff Road (portion)
TMS# 11301-16-01 (portion)

Council District:	3
Proposal:	Request to rezone the property from Employment Campus District (EC), a portion within the Floodplain Overlay District (OV-FP), to Light Industrial District (LI), a portion within the Floodplain Overlay District (OV-FP).
Applicant:	CDG Dreyfuss, LLC
Staff Recommendation:	Denial
PC Recommendation:	2/8/2024; Approval (5-0)
ZPH, 1ST Reading:	3/19/2024; Pending
2nd Reading:	4/2/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ~0.3 Ac
Current Use: Vacant Commercial/Light Industrial
Proposed Use: Commercial/Light Industrial
Land Use Classification: Urban Core Neighborhood Activity Center (UCAC-1)
Current Zoning: Employment Campus District (EC), a portion within the Floodplain Overlay District (OV-FP)
Proposed Zoning: Light Industrial District (LI), a portion within the Floodplain Overlay District (OV-FP)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use classification for the subject property is Urban Core Neighborhood Activity Center (UCAC-1) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Refer to attached land use classification description.

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

The subject property is located within the study area of the *Capital City Mill District Area & Corridor Plan* (2017) adopted by the City of Columbia and Richland County. The property falls within both the Whaley

Neighborhood and Assembly Street Corridor sub areas (pages 12-14 and 19-20), and the plan proposed a future land use classification of Urban Core Neighborhood Activity Center (UCAC-1) for the property (page 33). Specific Mill District Characteristics were provided related to each recommended future land use classification, and for UCAC-1, these were: "mill vernacular architecture; small to medium scale; reflects patterns of adjacent neighborhoods" (page 33). The plan recommended the inclusion of on-street bike facilities along Dreyfus (page 63) as well as a greenway connection between Assembly and property on the south side of Dreyfus (along the western edge of the Capital City Ballpark property) (page 62). It also recommended the creation of a Heyward Street connection between the Mill District and Assembly Street (pages 64-66), inclusive of water quality and greenspace improvements (page 88).

Dreyfus Road was also included as part of an EPA Greening America's Communities design charrette in 2018, subsequent to which a summary document regarding recommendations for the Rocky Branch Greenway was created for the EPA. Though the document did not make recommendations specific to the subject property, it did address the provision of pedestrian facilities along Dreyfus Road, as well as the alignment of the intersection of Dreyfus and Assembly.

PROPOSED ZONING DISTRICT SUMMARY

The subject property currently has base zoning of Employment Campus District (EC), a portion within the Floodplain Overlay District (OV-FP). Adjacent parcels within the City of Columbia are currently zoned Residential Mixed District (RM-2) to the northwest and Neighborhood Center/Corridor District (NAC) to the northeast. Portions of both of these districts are within the Floodplain Overlay District (OV-FP).

Adjacent parcels in unincorporated Richland County are currently zoned Light Industrial (M-1) to the southeast and southwest, including the properties included in the associated Annexation with Map Amendment request, ANNEX-2024-0001. Upon the implementation of Richland County's new Land Development Code and Zoning Maps on March 1, 2024, the adjacent County-zoned properties will continue to be zoned Light Industrial (M-1).

The proposed zoning district is Light Industrial District (LI), a portion within the Floodplain Overlay District (OV-FP).

Refer to attached zoning district classification descriptions.

STAFF RECOMMENDATION

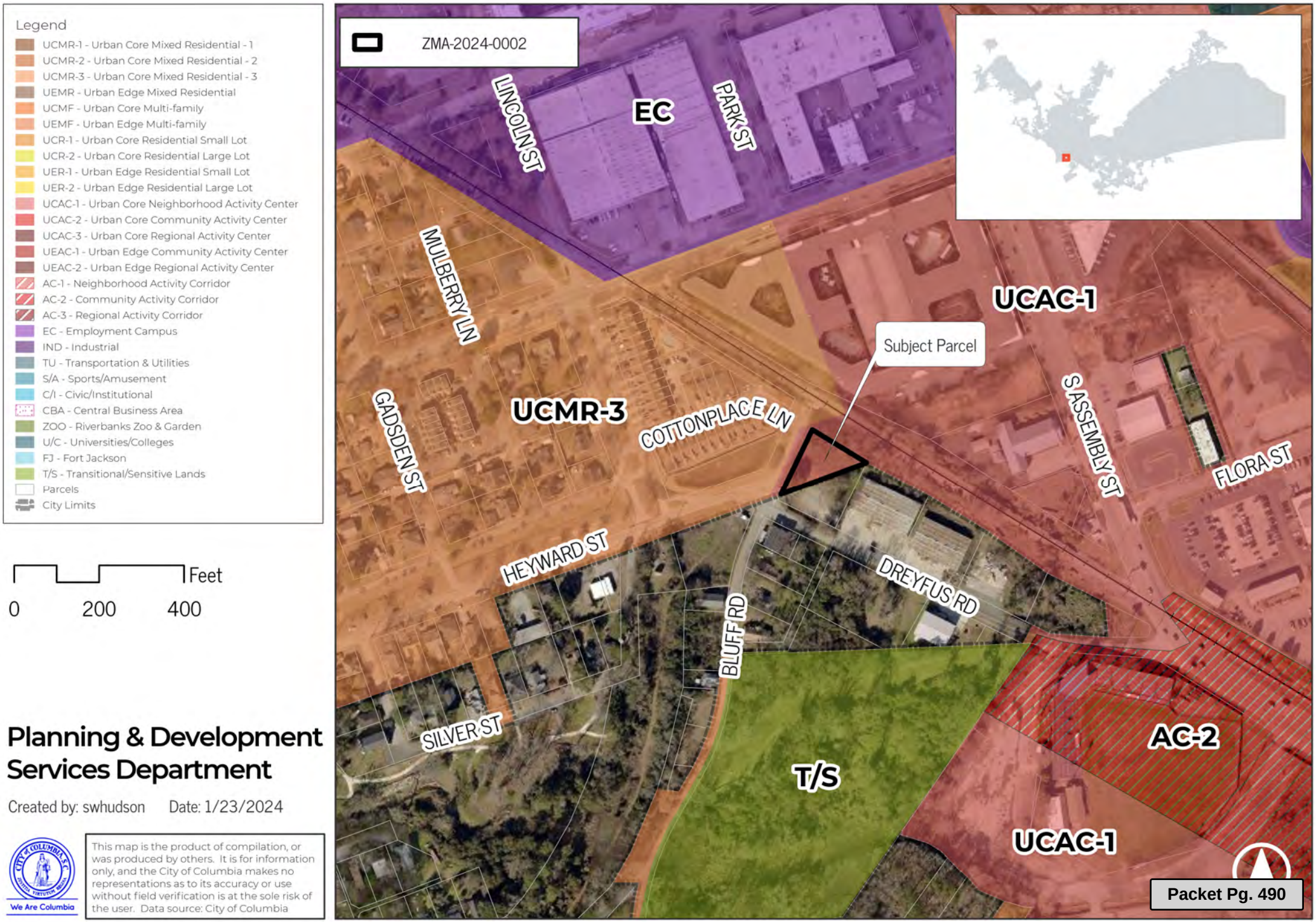
Staff recommends denial of the requested Light Industrial District (LI) zoning. This request is related to the Annexation with Map Amendment Request, ANNEX-2024-0001, and although the subject properties of these two related requests contain two vacant/recently vacant warehouses, the land use proposed in *The Capital City Mill District Area & Corridor Plan* (2017), adopted by both the City of Columbia and Richland County, encourages a more neighborhood-scaled zoning district for this part of Dreyfus Road.

Regardless of base zoning district, this property will retain the Floodplain Overlay District (OV-FP) on a portion of the property, aligned with current FEMA floodplain maps for this area.


CATAWBA ST
LINCOLN ST
PARK ST
WHALEY ST
ASSEMBLY ST
MAIN ST
MULBERRY LN
Subject Property
BROADWAY ST
COTTONPLACE LN
GADSDEN ST
S ASSEMBLY ST
FLORA ST
HEYWARD ST
HEYWARD ST
DREYFUS RD
BLUFF RD
S PARKER ST
SILVER ST

Future Land Use

E/S Bluff Road, TMS# 11301-16-01
Future Land Use: Urban Core Neighborhood Activity Center (UCAC-1)



Planning & Development Services Department

Created by: swhudson Date: 1/23/2024

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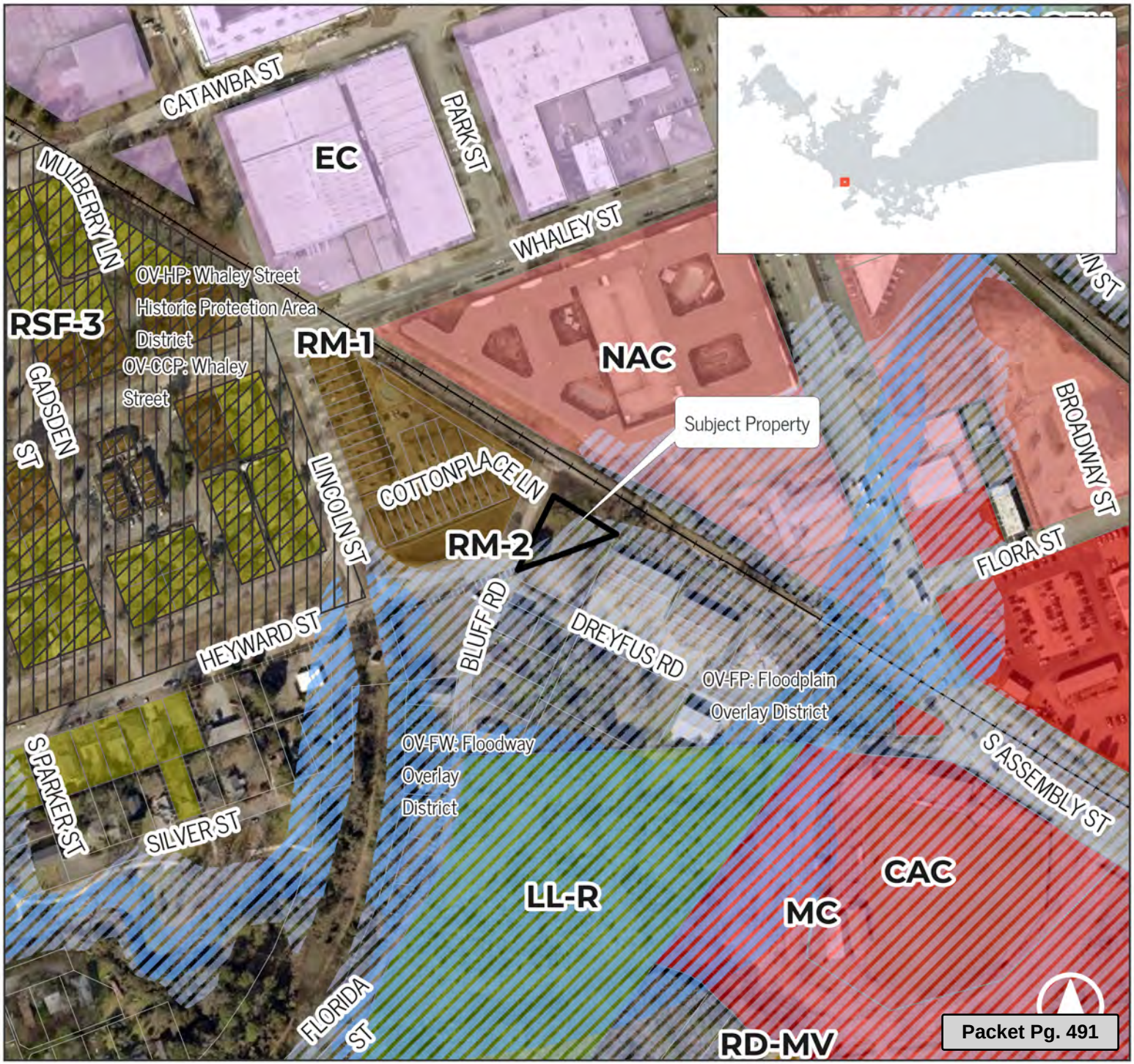
Zoning

E/S Bluff Road, TMS# 11301-16-01
Current Zoning: Employment Campus District (EC), portions within OV-FP
Proposed Zoning: Light Industrial District (LI), portions within OV-FP



Legend

- CAC: Community Activity Center/ Corridor
- NAC: Neighborhood Center/Corridor
- MC: Mixed Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- RD-MV: Residential Two-Family - Mill Village District
- EC: Employment Campus District
- LL-R: Large Lot - Reserve District
- INS-GEN: Institutional - General District
- OV-HP: Historic Preservation Overlay Districts
- OV-CCP: Community Character Protection Overlay Districts
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits

Feet
0 200 400

Planning & Development Services Department

Created by: swhudson Date: 1/23/2024

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Existing Future Land Use Classification

Development Types

URBAN CORE NEIGHBORHOOD ACTIVITY CENTER (UCAC-1)

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



UCAC-1 BUILDING TYPES/LAND USES

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

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

TERTIARY TYPES
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UCAC-1 DEVELOPMENT PATTERN/CONTEXT



- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns. Sidewalks may be wider in activity centers than along the rest of the corridor. On-street parking, even along a road without on-street parking along the whole route, is appropriate.
- Blocks are square or rectangular, and the uses in the activity center typically occupy only a quarter or half of the block. Alleyways can be used in redevelopment or infill to provide access to small rear parking lots.
- The subdivision of lots is regular within a block with small, equally sized parcels typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings in an activity center. Deeper lots are typically found along major roads.
- Buildings are typically set to the sidewalk edge or may have a small lawn when a converted residential structure is used. Entrances should be located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Individual buildings may be attached or built close to each other to establish a continuous street frontage. Individual lots may have only one narrow side yard and a zero lot line setback from front or side property lines.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may just utilize on-street parking or may have small parking areas behind the building; activity center parking may be shared in small lots.
- Open spaces in the form of neighborhood parks, plazas, linear parks, and greens are also contributing uses in an activity center. Pedestrian-oriented streetscape elements such as benches, street trees, landscaping, and outdoor dining areas are typical.
- Architectural detailing is human scale and shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

Existing Zoning District

EC: Employment Campus District

Purpose

The purpose of the Employment Campus (EC) District is to provide lands that accommodate a mix of employment, research and development, and light industrial development, with an expectation of high quality design, typically within a campus setting.

Development allowed in the EC District includes office, institutional, light industrial, research, and similar employment uses. Allowed uses include trade schools, offices, research and medical laboratories, and medium-intensity manufacturing, as well as uses such as multi-family dwellings, restaurants, and retail sales and services that are supportive of principal employment-based uses.

Intensity and Dimensional Standards

Standard	Multi-Family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	N/A
Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	75	
Density, max. (du/acre)	N/A	
Front Yard Setback, min. (ft.)	15	
Side Yard Setback, min. (ft.)	5	
Rear Yard Setback, min. (ft.)	10	
Building Height, max. (ft.)	75	

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

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Dwelling, live -work

Dwelling, mixed-use

Dwelling, multifamily

Dwelling, townhouse

Continuing care Community (CCRC)[1]

Residential care facility[2]

Broadcasting studio

Newspaper or periodical publishing establishment

Community recreation center

Cultural facility

Day care facility

Government office

Library

Membership organization facility

Place of worship[1]

Public safety facility

Social services facility

College or university

Elementary, middle, or high school

School, business or trade

Hospital

Laboratory, medical or dental

Medical or dental clinic/office

Nursing care facility

Park or greenway[1]

Park and ride

Parking lot[1]

Parking structure[1]

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

EC: EMPLOYMENT CAMPUS

Passenger terminal, surface transportation

Utility facility, major[2]

Utility facility, minor

Animal shelter

Kennel[1]

Veterinary hospital or clinic[1]

Laboratory, testing or research

Linen or uniform supply

Self-service storage[1]

Sign fabricating establishment

Eating establishment only[1]

Eating and drinking establishment, Type 1[1]

Eating and drinking establishment, Type 2[2]

Funeral home or mortuary

Business/Professional office

Contractor's office

Bank, retail

Beauty salon or barbershop

Body piercing or tattoo establishment[1]

Dry cleaning pick-up[1]

Laundry, coin-operated

Nail salon

Repair of personal goods

Car wash

Banquet hall

Recreation facility, indoor, not elsewhere listed

Recreation facility, outdoor, not elsewhere listed

Building supplies and equipment store

Consumer goods store

Convenience store[2]

Farmers' market

Grocery store or food market

Liquor store[2]

Gasoline sales and service station[1]

Personal vehicle repair and maintenance[1]

Personal vehicle sales and rentals[1]

Vehicle paint and finishing shop

Hotel or motel

Agriculture and forestry uses, not elsewhere listed

Community garden[1]

Crop production and processing

Warehouse distribution and storage

Wholesale sales, not elsewhere listed

Manufacturing, assembly, or fabrication, light

Manufacturing, assembly, or fabrication, medium

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

Proposed Zoning District

LI: Light Industrial District

Purpose

The purpose of the Light Industrial (LI) District is to provide lands that allow light industrial development. Development allowed in the LI District includes wholesaling, distribution, storage, processing, research and development, light manufacturing, and related development. The district also accommodates support uses such as office and limited commercial uses that primarily serve the principal industrial uses.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	N/A
Building Height, max. (ft.)	75

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

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Broadcasting studio

Newspaper or periodical publishing establishment

Correctional facility[2]

Cultural facility[2]

Government office

Library

Membership organization facility

Place of worship[1]

Public safety facility

Social services facility

School, business or trade

Laboratory, medical or dental

Medical or dental clinic/office

Arboretum or botanical garden

Cemetery

Park or greenway[1]

Airport

Park and ride

Parking lot[1]

Parking structure[1]

Passenger terminal, surface transportation

Solar energy conversion system (large scale)[1]

Utility facility, major

Utility facility, minor

Animal shelter

Kennel[1]

Veterinary hospital or clinic[1]

Equipment rental

Laboratory, testing or research

Lawn, tree, or pest control services

Linen or uniform supply

Self-service storage[1]

Sign fabricating establishment

Eating establishment only[1]

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

LI: LIGHT INDUSTRIAL

Eating and drinking establishment, Type 1[1]

Eating and drinking establishment, Type 2[2]

Crematory

Business/Professional office

Contractor's office

Body piercing or tattoo establishment[1]

Dry cleaning pick-up[1]

Laundry, coin-operated

Non-depository personal credit institution[1]

Repair of personal goods

Car wash

Amusement park

Arena, stadium, or outdoor theater

Recreation facility, indoor, not elsewhere listed

Sexually-oriented business[2]

Building supplies and equipment store

Consumer goods store

Convenience store[2]

Farmers' market

Liquor store[2]

Fuel sales (bulk)

Commercial fuel depot

Commercial vehicle repair and maintenance

Commercial vehicle sales and rentals[1]

Gasoline sales and service station[1]

Personal vehicle repair and maintenance[1]

Personal vehicle sales and rentals[1]

Vehicle equipment supplies sales and rentals

Vehicle paint and finishing shop

Vehicle towing and wrecker service[1]

Agriculture and forestry uses, not elsewhere listed

Community garden[1]

Crop production and processing

Contractor's yard

Motor freight facility

Warehouse distribution and storage

Wholesale sales, not elsewhere listed

Manufacturing, assembly, or fabrication, light

Manufacturing, assembly, or fabrication, medium

Composting facility[2]

Junk, salvage, scrap, or wrecking yard[2]

Recycling center[2]

Refuse processing facility[2]

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2024-017

Amending the Official Zoning Map to modify the zoning for 1115 Greenlawn Drive, Richland County TMS #16414-10-02

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 1115 Greenlawn Drive, Richland County TMS# 16414-10-02; 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 _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1115 Greenlawn Drive, Richland County TMS# 16414-10-02 and as shown in Attachment A, is hereby rezoned from Residential Single-Family – Large Lot District (RSF-1) to Institutional District (O-I). 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

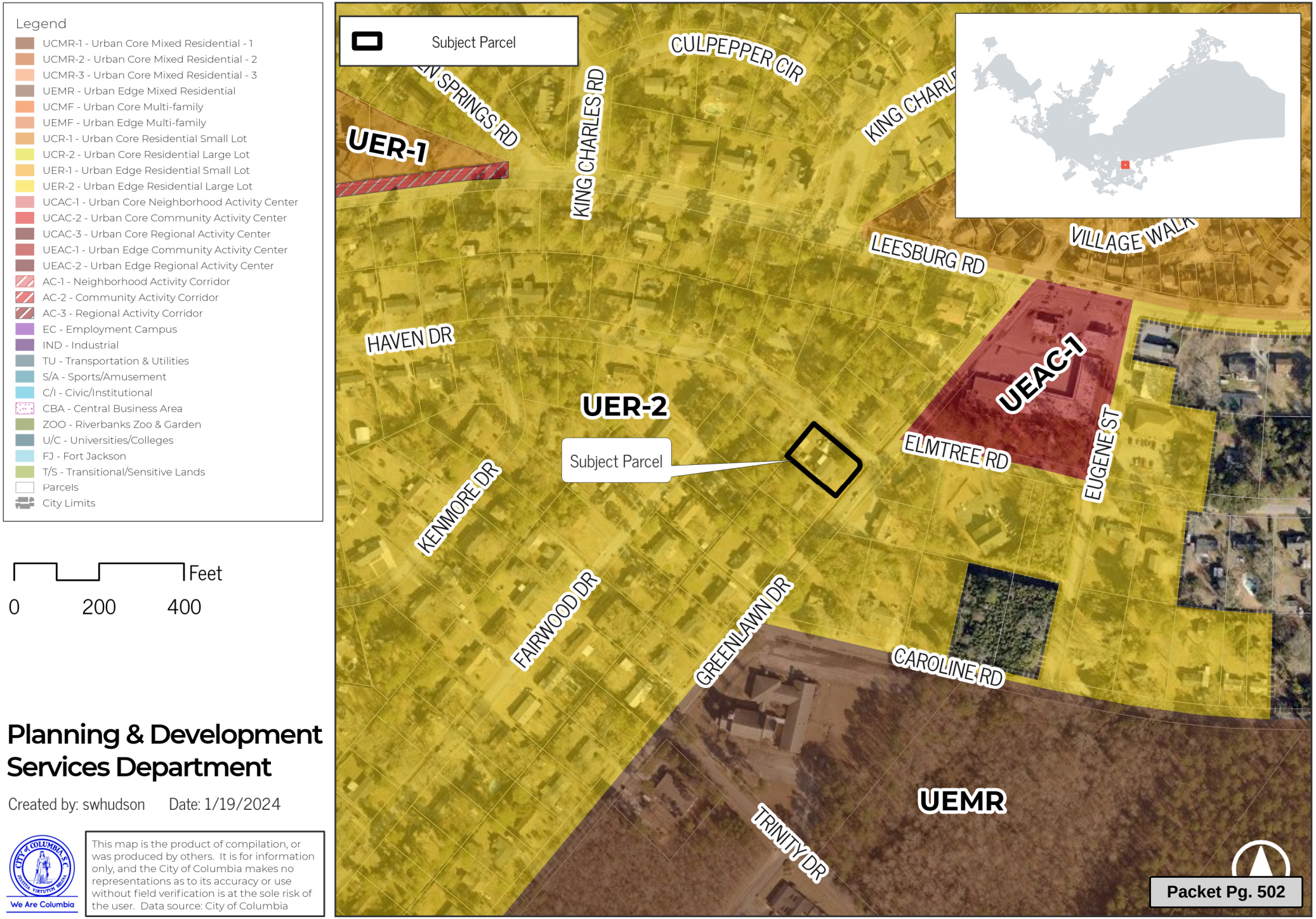
Introduced:
Final Reading:

Last revised: 2/20/2024
24020292

LEGAL DEPARTMENT DRAFT

Future Land Use

1115 Greenlawn Drive, TMS# 16414-10-02
Future Land Use: Urban Edge Residential Large Lot (UER-2)



Planning & Development Services Department

Created by: swhudson Date: 1/19/2024

We Are Columbia

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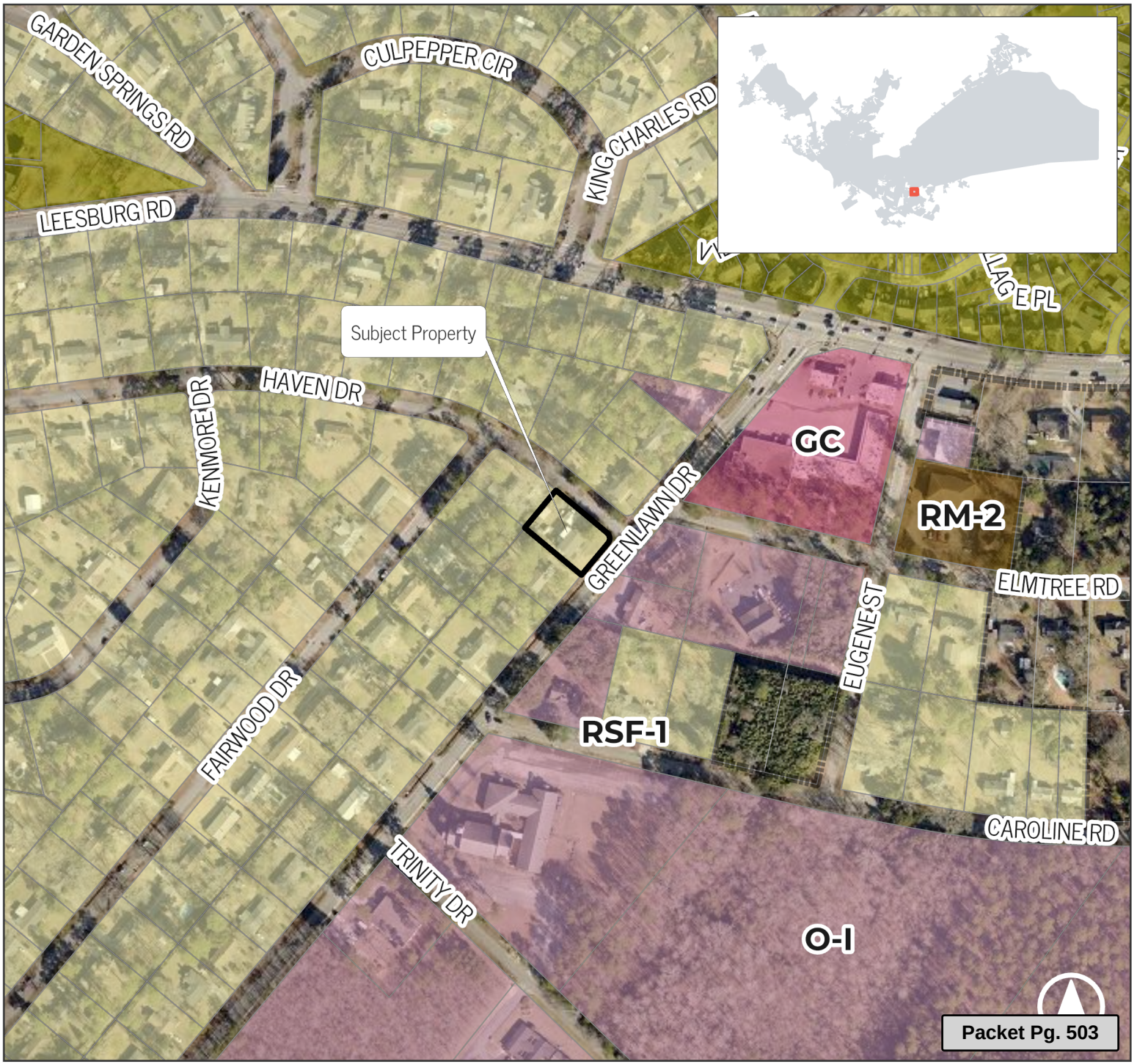
Zoning

1115 Greenlawn Drive, TMS# 16414-10-02
Current Zoning: Residential Single Family - Large Lot District (RSF-1)
Proposed Zoning: Office and Institutional District (O-I)

Legend
- O-I: Office and Institutional District
- GC: General Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RSF-1: Residential Single Family - Large Lot District
- RM-2: Residential Mixed
- Parcels
- City Limits



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Planning & Development Services Department

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We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1408 and 1412 Grove Park Lane; TMS# 06268-02-02**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **No**

PURPOSE:

Ordinance No.: 2024-004 - Annexing 1408 Grove Park Lane and 1412 Grove Park Lane, Richland County TMS #06268-02-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign land use classification of Urban of Community Activity Corridor (AC-2) and assign zoning of Mixed Use District (MU-1) for a pending annexation. The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.

Applicant: Gabriel Mbeng

Staff Recommendation: Approval

PC Recommendation: 12/14/2023; Approval (5-0)

The public hearing was held on January 23, 2024 and first reading was deferred.

ATTACHMENTS:

- **#a:** ANNEX-2023-0026_GrovePark1408_ZPH_Packet (PDF)
- #b: 2024-004 - Annex and Incorporate 1408 and 1412 Grove Park Lane (PDF)
- #c: GrovePark1408_Offer_Notice (PDF)
- #d: GrovePark1408_Petition (PDF)

HISTORY:

01/23/24	**Columbia City Council**	**DEFER CONSIDERATION**

Ms. Sandra Renew

CITY COUNCIL

January 23, 2023 at 4:00pm
City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
1408 and 1412 Grove Park Lane;
TMS# 06268-02-02

Council District: 1

Proposal: Request to annex the property, assign land use classification of Urban of Community Activity Corridor (AC-2) and assign zoning of Mixed Use District (MU-1) for a pending annexation. The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.

Applicant: Gabriel Mbeng

Staff Recommendation: Approval

PC Recommendation: 12/14/2023; Approval (5-0)

ZPH, 1ST Reading: 1/23/2024; Pending

2nd Reading: 2/06/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.27 acre
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Rezoning
Urban Service Area: Secondary Area
Current County Land Use Classification: Mixed Use Corridor
Proposed City Land Use Classification: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Mixed Use District (MU-1)
Census Tract: 103.04

DETERMINATION FOR CITY SERVICES

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

Police
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 two-family dwelling would be **approximately $240 per year,** based on calls to 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
The nearest existing service point is the Harbison Grove subdivision, approximately 1/3 of a mile away. The **annual cost to the Solid Waste Division is approximately $225 per unit**.

Engineering
Because water lines are already available to this property, Utilities and Engineering should **not incur any costs** associated with this annexation. This property is within the Alpine Utilities Sanitary Sewer service area (SouthWest Water Company)

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

Planning & Development Services
We recommend approval of the annexation of this property, which is in a Secondary area as designated within the Urban Service Area plan. The owner intends to establish a duplex within the existing building; the real estate tax revenue generated for the City would be **approximately $500 per year** based on the current taxable value of this property.

* Estimated City Tax Revenue is based on **2023 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 than this number, 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 .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Secondary Area" in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area
The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Secondary Area
Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include "higher value" properties where annexation could prove beneficial to revenues.

Annexation within *Secondary Areas* should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Community Activity Corridor (AC-2). The property is currently designated as Mixed Use Corridor by Richland County.

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land uses.

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 Piney Grove Neighborhood Sub-Area (Page 48), and the Plan assigned a proposed land use character district of Transition Mixed-use District to the subject property (Page 32). The property is also shown as within the quarter-mile or five minute walking radius of the proposed Piney Grove Village Center redevelopment area, which centers on the intersection of Piney Grove Road and Broad River Road (page 44); the plan suggests redevelopment of the subject property into multi-family residential. The property is not located within a catalyst project area but is identified as an infill redevelopment opportunity (page 49).

PROPOSED ZONING DISTRICT SUMMARY

The property is currently zoned General Commercial (GC) by Richland County. The adjacent parcel within the City of Columbia to the east is currently zoned Community Activity Center/Corridor District (CAC). Adjacent parcels in unincorporated Richland County are currently zoned General Commercial (GC) to the north and west, and Residential Multifamily – High Density (RM-HD) to the south.

The proposed City of Columbia zoning district is Mixed Use District (MU-1).

Refer to attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of future land use classification of Community Activity Corridor (AC-2) and zoning of Mixed Use District (MU-1) at the time of annexation.


WILD DUCK LN
DUCK GROVE WAY
HUNTERS GROVE DR
HIGH GROVE WAY
WYNN WAY
PINEY GROVE RD
CACTUS AVE
GROVE PARK LN
BERT FRIDAY DR
BERT FRIDAY DR
MAINTENANCE RD
SUPPORT SERVICE RD
Subject Property
WADE ST
DUNNAGON ST
NEWNHAM DR
BROOKMAN RD
NEWNHAM DR
BROAD RIVER RD
DOTHAN RD
AND CIR

Future Land Use

1408 and 1412 Grove Park Lane; TMS# 06268-02-02
Current Richland Co. Future Land Use: Mixed Use Corridor
Proposed City Future Land Use: Community Activity Corridor (AC-2)



Planning & Development Services Department

Created by: swhudson Date: 11/21/2023

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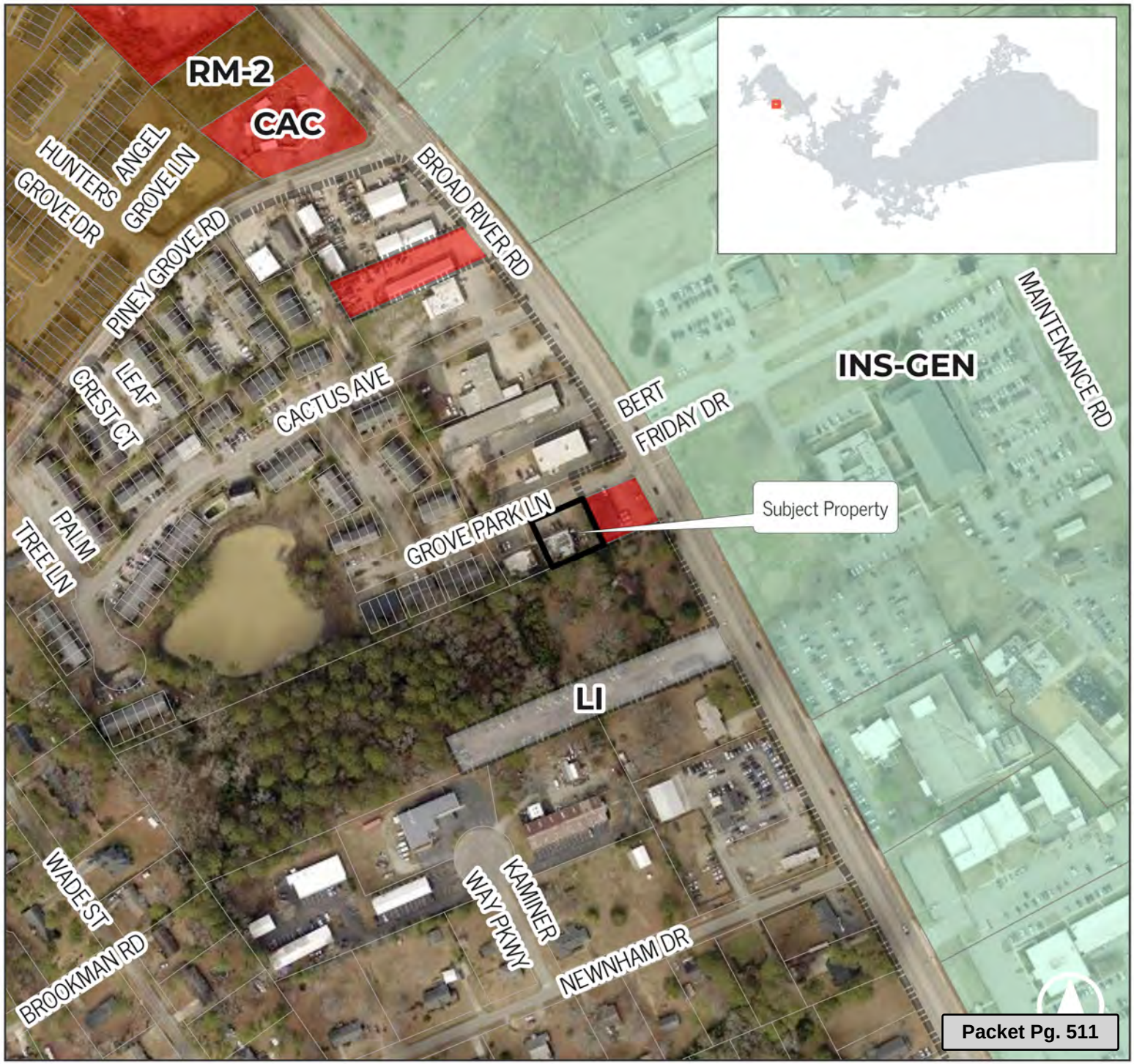
Zoning

1408 and 1412 Grove Park Lane; TMS# 06268-02-02
Current Richland Co. Zoning: General Commercial (GC)
Proposed City Zoning: Mixed Use District (MU-1)

Legend
- CAC: Community Activity Center/ Corridor
- RM-2: Residential Mixed
- LI: Light Industrial District
- INS-GEN: Institutional - General District
- Parcels
- City Limits



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Current Future Land Use Classification

MIXED-USE CORRIDOR

Land Use and Character

Areas include established commercial, office, and medium-density residential developments located along principal arterial roads, and exclude established single-family residential subdivisions that may be located in the corridor. Mixed-use corridor areas should provide a vertical and horizontal mix of suburban scale retail, commercial, office, high-density residential, and institutional land uses. Open spaces and parks are also important uses within Mixed-Use Corridors. These corridors are punctuated by higher intensity development located at "nodes" called Activity Centers where the highest density and integration of mixed uses occurs.



Desired Development Pattern

Suburban commercial corridors should be transformed over time from traditional strip commercial development to Mixed-Use Corridors connecting Activity Centers. Between Activity Centers, corridors should be redeveloped to convert single story, single use developments on individual lots to multi-story, mixed use formats that organize uses in a pedestrian-friendly format.



Transportation

Developments are encouraged to be planned as larger master planned developments to increase access management opportunities and reduce the number of driveways on serving roads. Internal connectivity between commercial, office, and residential developments should occur. As feasible, new road improvements and suburban commercial centers should provide safe and easy access to travelers riding the bus and walking from adjacent developments. Long term strategies should be developed to assess necessary adjustments to accommodate future rail transit.

Recommended Land Uses

Primary Land Uses: Multi-family housing, professional offices, restaurants and bars, financial institutions, medical offices, personal services, drug stores, smaller-scale retail shopping, parks and recreational facilities are appropriate along the corridor, and are preferably developed within mixed-use centers.

Secondary Land Uses: Other commercial uses such as drive-through restaurants, convenience stores and gasoline stations, and other more intensive commercial uses are more appropriate proximate to and within Activity Centers.

Policy Guidance

1. Access management techniques that consolidate methods of ingress and egress as a means to preserve transportation system capacity are encouraged.
2. To increase the vitality of corridors and their adjacent Activity Centers, new development should be sited with fronts facing the road or other site orientations to create a "main street" pattern of development.
3. Vertical mixing of uses ("stacking") is the preferred form of development along the corridor and generally should range from 2-5 stories, with the tallest buildings in transition areas outside of activity centers and lower heights along the central portions of the corridor.
4. New development and redevelopment within aging commercial corridors should improve visual character along the corridor through site orientation, tree plantings and landscaping, architectural features, location of parking, and signage.
5. Larger master-planned developments are encouraged to use consistent design themes throughout, including architectural features and signage.
6. The location of parking to the side or rear of developments is encouraged. Consideration should be given to reduce parking requirements to facilitate redevelopment of underutilized properties.
7. Internal circulation for vehicles and pedestrians should be provided between uses, and connectivity with adjacent developments is preferred.

MIXED-USE CORRIDOR

8. Public-private partnerships should be undertaken on catalyst projects to trigger the redevelopment process in underutilized commercial corridors. Public investments may include the sale or conveyance of lands and public infrastructure improvements.

Relevant Plans

Broad River Road Corridor Master Plan, Lower Richland Community Strategic Master Plan, Southeast Richland Neighborhood Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area, Trenholm Acres Master Plan

Priority Investment Areas

#9 Decker Boulevard and Two Notch Road

Areas of Common Interest

Proposed projects in the Northwest, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

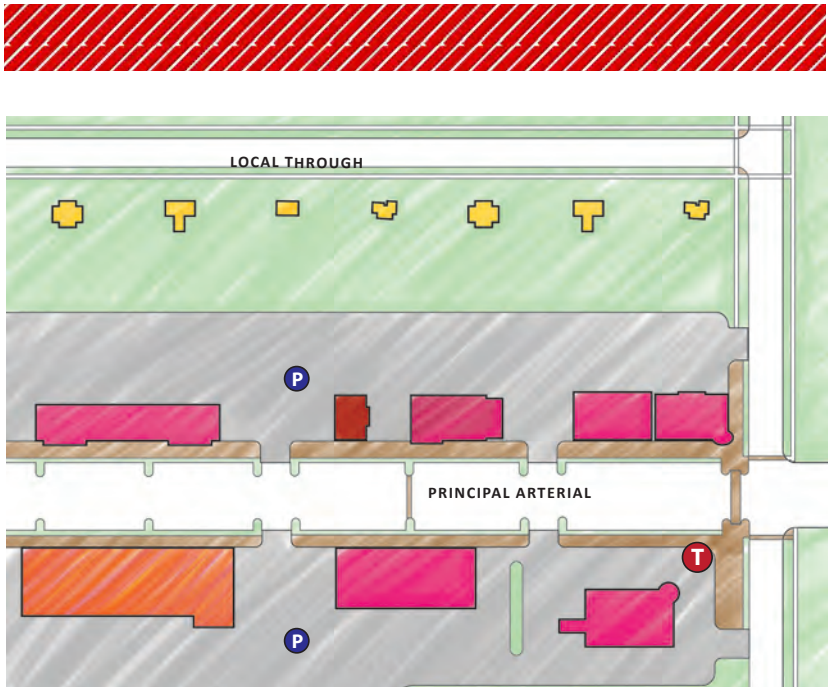
OI, NC, GC, RS-HS, RM-MD, RM-HD, PDD, RD, CRD, DBWP

Proposed Future Land Use Classification

Development Types

COMMUNITY ACTIVITY CORRIDOR (AC-2)

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



AC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

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

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

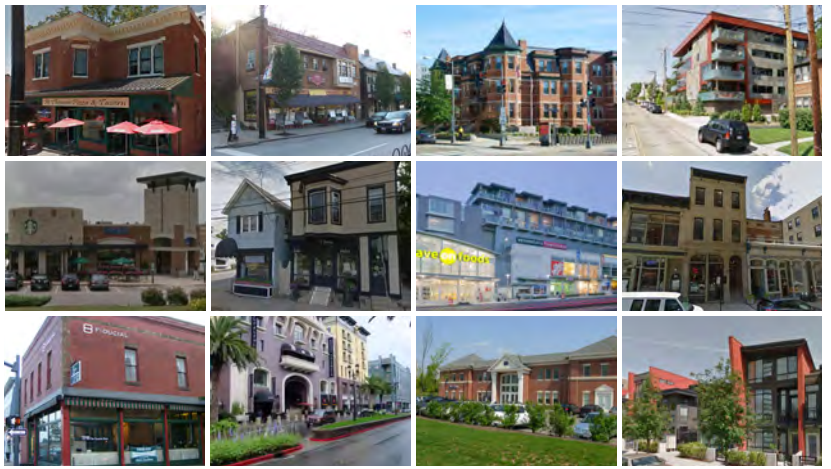
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-2 DEVELOPMENT PATTERN/CONTEXT

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



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

Proposed Zoning District

MU-1: Mixed-Use District

Purpose

The purpose of the Mixed-Use (MU-1) District is to provide lands that accommodate low-density, walkable, mixed-use development in a gridded street pattern with varied lot sizes.

Allowed uses include single-family, two-family, townhouse, and multi-family dwellings, as well as neighborhood-serving, small-scale mixed-use retail, office, personal services, and institutional development. *No minimum parking.

Intensity and Dimensional Standards

Standard		Townhouse	Single-Family and Two-Family	Multi-Family and Mixed Use	All Other Uses
Lot Area, min. (sf.)		8,000[1]/1,500[2]	5,000	10,000	5,000
Lot Width, min. (ft.)		75[1]/18[2]	50	75	50
Lot Depth, min. (ft.)		[3]			
Lot Coverage, max. (% of site area)		50	N/A		
Density, max. (du/acre)		N/A			
Front Yard Setback. (ft.)	Min.	15	0		
	Max.	20			
Side Yard Setback, min. (ft.)		[4]	5		
Rear Yard Setback, min. (ft.)		10			
Building Height, max. (ft.)		40			

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

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

[2] Applies to individual lots under individual units.

[3] Lot depth for residential uses shall be a minimum of 60 feet.

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

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. [1] Conditional Use [2] Special Exception

PRINCIPAL USES PERMITTED

Cottage neighborhood development

Dwelling, live-work[1]

Dwelling, mixed-use

Dwelling, multifamily

Dwelling, single-family detached

Dwelling, townhouse

Dwelling, two-family

Continuing care retirement community (CCRC)[2]

Fraternity or sorority house[2]

Residential care facility[2]

Community recreation center

Cultural facility[2]

Day care facility[1]

Government office

Library

Place of worship[1]

Public safety facility

Social services facility

Elementary, middle, or high school[2]

Medical or dental clinic/office

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

MU-1: MIXED-USE

Nursing care facility

Arboretum or botanical garden[2]

Cemetery[2]

Park or greenway[1]

Parking lot[1]

Utility facility, major[2]

Utility facility, minor

Eating establishment only[1]

Eating and drinking establishment, Type 1[1]

Eating and drinking establishment, Type 2[2]

Business/Professional office

Beauty salon or barbershop

Dry cleaning pick-up[1]

Laundry, coin-operated

Nail salon

Recreation facility, outdoor, not elsewhere listed

Consumer goods store

Farmers' market

Grocery store or food market

Bed and breakfast[1]

Community garden[1]

Crop production and processing

Manufacturing, assembly, or fabrication, light

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2024-004

Annexing 1408 Grove Park Lane and 1412 Grove Park Lane, Richland County TMS #06268-02-02 into the City of Columbia, South Carolina, 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 _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

2. The property identified as 1408 Grove Park Lane and 1412 Grove Park Lane and TMS #06268-02-02 containing approximately 0.27 acre, 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 103.04, and assigned a future land use classification of Community Activity Corridor (AC-2) and zoning of Mixed Use District (MU-1).

LEGAL DEPARTMENT DRAFT

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 06268-02-02

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

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Last revised 1/3/2024
24019618

ORDINANCE NO.: 2024-004
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with improvements thereon, situate lying and being near the City of COLUMBIA, in the County of RICHLAND, State of South Carolina and being more particularly shown as PARCEL CONTAINING 0.27 ACRES on a plat of GROVE PARK ASSOCIATES by PALMETTO ENGINEERING & SURVEYING CO., INC dated AUGUST 1, 1984 and recorded in the Recorder's Office for the above named county in Plat Book 50 at page 1299.

LEGAL DEPARTMENT DRAFT

Last revised: 1/3/2024
24019618

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: November 22, 2023

RE: **Property Address:** 1408 and 1412 Grove Park Lane
Richland County TMS#: 06268-02-02
Owner(s): Gabriel Mbeng
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Use Corridor
Proposed City Land Use: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Mixed Use District (MU-1)
Reason for Annexation: Rezoning; Secondary Area
City Council District: 1
Census Tract: 103.04

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 **December 14, 2023** 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
Frank Eskridge, Director, Utilities
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Kelly Smith, 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
Dollie Herron, Community Development
George Adams, Fire Marshal
Hope Hasty, Zoning Administrator
Wendy Royal, 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: AC-2 (Land Use classification) by 5 - 0.
on 12/14/23 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: MU-1 (Zoning classification) by 5 - 0.
on 12/14/23 (mm/dd/yyyy).

(Signature of Annexation Coordinator)


WILD DUCK LN
DUCK GROVE WAY
HUNTERS GROVE DR
HIGH GROVE WAY
WYNN WAY
PINEY GROVE RD
CACTUS AVE
GROVE PARK LN
BERT FRIDAY DR
BERT FRIDAY DR
MAINTENANCE RD
SUPPORT SERVICE RD
Subject Property
WADE ST
DUNNAGON ST
NEWNHAM DR
BROOKMAN RD
NEWNHAM DR
BROAD RIVER RD
DOTHAN RD
AND CIR

Future Land Use

1408 and 1412 Grove Park Lane; TMS# 06268-02-02
Current Richland Co. Future Land Use: Mixed Use Corridor
Proposed City Future Land Use: Community Activity Corridor (AC-2)



Planning & Development Services Department

Created by: swhudson Date: 11/21/2023

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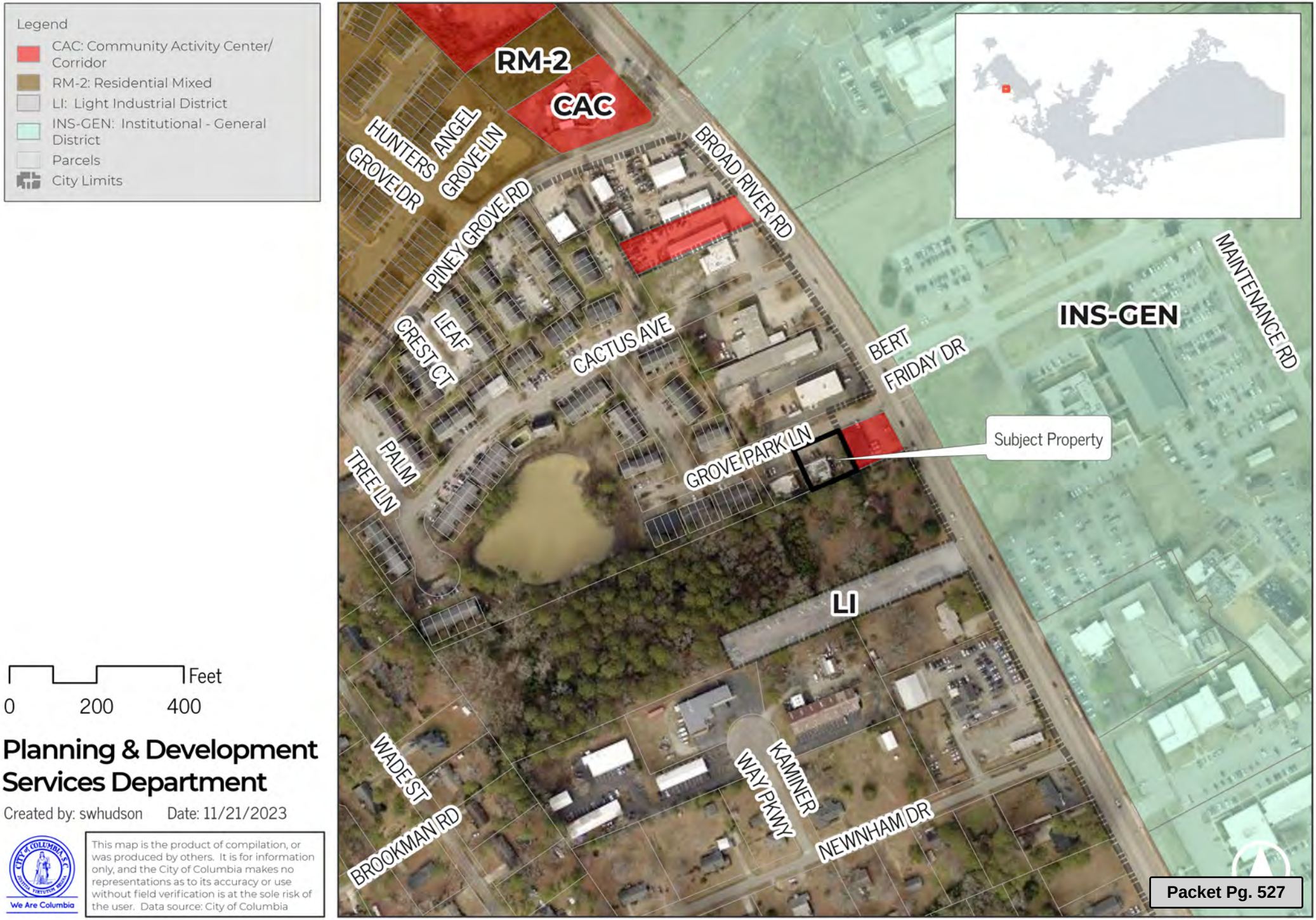
Zoning

1408 and 1412 Grove Park Lane; TMS# 06268-02-02
Current Richland Co. Zoning: General Commercial (GC)
Proposed City Zoning: Mixed Use District (MU-1)



Planning & Development Services Department

Created by: swhudson Date: 11/21/2023

We Are Columbia

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STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

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

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, situate lying and being near the City of COLUMBIA, in the County of RICHLAND, State of South Carolina and being more particularly shown as PARCEL CONTAINING 0.27 ACRES on a plat of GROVE PARK ASSOCIATES by PALMETTO ENGINEERING & SURVEYING CO., INC dated AUGUST 1, 1984 and recorded in the Recorder's Office for the above named county in Plat Book 50 at page 1299.

Richland County TMS: 06268-02-02

Property Address: 1408 and 1412 Grove Park Lane

Gabriel Mbeng

Date: 11/10/22

BOOK --50 PAGE 1299

FILED
REGISTER OF MESNE CONVEYANCES
CLARA L. BARTLETT
1984 NOV 19 PM 1:34

N/F OLAN M. & DOROTHY R. PORTER

(O)IRON — S 66°26'56" W — 120.01' — (O)IRON

POWER POLE
GUY WIRE
CONCRETE DUMPSTER PAD
TELEPHONE JUNCTION BOX
ELECTRIC TRANSFORMER

13.7' | 13.8'
61.7'
1- STORY
BRICK VENEER
OFFICE BUILDING
1412 & 1408
43.7'
43.7'
N 23°44'18" W
99.55'
61.7'
7.8' | 7.9'
CONCRETE WALK
3'
ASPHALT PARKING LOT
3'
N 66°31'09" E
115.18'
(O)IRON

MAGNETIC NORTH

N/F LIZARD'S THICKET INC.
S 26°31'00" E
99.54'
115.5' TO BROAD RIVER RD.
(O)IRON

N/F GROVE PARK ASSOCIATION GEN. PARTNERS

RECORDING FEE PAID
RICHLAND COUNTY
THREE DOLLARS

AREA = 0.27 ACRES
E.O.C. = 1:6,000

GROVE PARK LANE
(50' RIGHT-OF-WAY)

PLAT PREPARED FOR
GROVE PARK ASSOCIATES
IN RICHLAND COUNTY, NEAR COLUMBIA, S.C.

THE SAME BEING ALSO SHOWN AS 0.27 ACRES ON PLAT PREPARED FOR THE GROVES CO. (A LIMITED PARTNERSHIP) BY PALMETTO ENGINEERING CO. DATED AUGUST 1, 1972, LAST REVISED NOV. 30, 1972 AND RECORDED IN THE OFFICE OF THE R.M.C. FOR RICHLAND COUNTY IN PLAT BOOK 43 @ PAGE 95.

I HEREBY CERTIFY THAT THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN HEREON.

I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1: AS SHOWN HEREON, AND THE AREA WAS DETERMINED BY THE COORD. METHOD OF AREA CALCULATION.

I HEREBY CERTIFY THAT THIS PLAT DEPICTS ONLY EXISTING PARCELS OR LOTS OF LAND WHICH WERE PLATTED AND RECORDED IN THE OFFICE OF MESNE CONVEYANCE PRIOR TO THE SURVEY UPON WHICH THIS PLAT IS BASED, HAVING SUBSTANTIALLY THE SAME SHAPE AND DIMENSIONS AS SHOWN HEREON, AND THAT NO NEW DIVISIONS CREATING NEW OR DIFFERENT LOTS OR TRACTS WERE MADE IN PREPARING THIS PLAT.

I HEREBY CERTIFY THAT I HAVE REVIEWED THE FEDERAL INSURANCE RATE MAP (FIRM) AND FOUND THAT THE DESCRIBED LOT IS NOT LOCATED IN A FEDERAL FLOOD HAZARD AREA.

GRAPHIC SCALE
10 0 20 40
(SCALE: FEET)

DATE: AUG. 1, 1984
SCALE: 1" = 20'-0"

CHARLES MOORE
S.C. REG. LAND SURVEYOR NO. 4611

PALMETTO ENGINEERING & SURVEYING CO., INC.
1226 BULL STREET / COLUMBIA, S.C. 29201 / 803-799-4547

T.M.S. # 06268 / BLOCK 2 / LOT 2

L.S. BOOK NO. 2 @ PG. 47

BOOK --50 PAGE 1299

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Ordinance No.: 2024-009 - Granting an encroachment to Subtext Acquisitions, LLC, for the use of the right of way areas of the 400 block of Blossom Street, the 400 block of Wheat Street, the 500 block of Williams Street and the 500 block of Huger Street for the installation and maintenance of sidewalks, landscaping and irrigation adjacent to 408 and 436 Blossom Street and 519 Huger Street, Richland County TMS# 08910-03-01, 08910-03-02A, 08910-03-02B, 08910-03-03 and 08910-03-04**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

ATTACHMENTS:

- **#a:** 2024-009 - Verve Columbia Encroachment (PDF)
- #b: 2024-009 - Verve Columbia Encroachment Case packet (PDF)

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2024-009

Granting an encroachment to Subtext Acquisitions, LLC, for the use of the right of way areas of the 400 block of Blossom Street, the 400 block of Wheat Street, the 500 block of Williams Street and the 500 block of Huger Street for the installation and maintenance of sidewalks, landscaping and irrigation adjacent to 408 and 436 Blossom Street and 519 Huger Street, Richland County TMS# 08910-03-01, 08910-03-02A, 08910-03-02B, 08910-03-03 and 08910-03-04

WHEREAS, Subtext Acquisitions, LLC, (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 400 block of Blossom Street, the 400 block of Wheat Street, the 500 block of Williams Street and the 500 block of Huger Street for the installation and maintenance of sidewalks measuring approximately six (6') feet in width one thousand three hundred fifty-five (1,355') feet in length, landscaping and irrigation adjacent to 408 and 436 Blossom Street and 519 Huger Street, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this _____ day of _____, 2024, that Grantee is hereby granted the right to use the right of way areas of the 400 block of Blossom Street, the 400 block of Wheat Street, the 500 block of Williams Street and the 500 block of Huger Street adjacent to 408 and 436 Blossom Street and 519 Huger Street, Richland County TMS# 08910-03-01, 08910-03-02A, 08910-03-02B, 08910-03-03 and 08910-03-04, for the installation and maintenance of sidewalks measuring approximately six (6') feet in width one thousand three hundred fifty-five (1,355') feet in length, landscaping and irrigation, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of $600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

8. Any changes to the encroachment plan will require review and approval by Planning and Development Services Staff.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

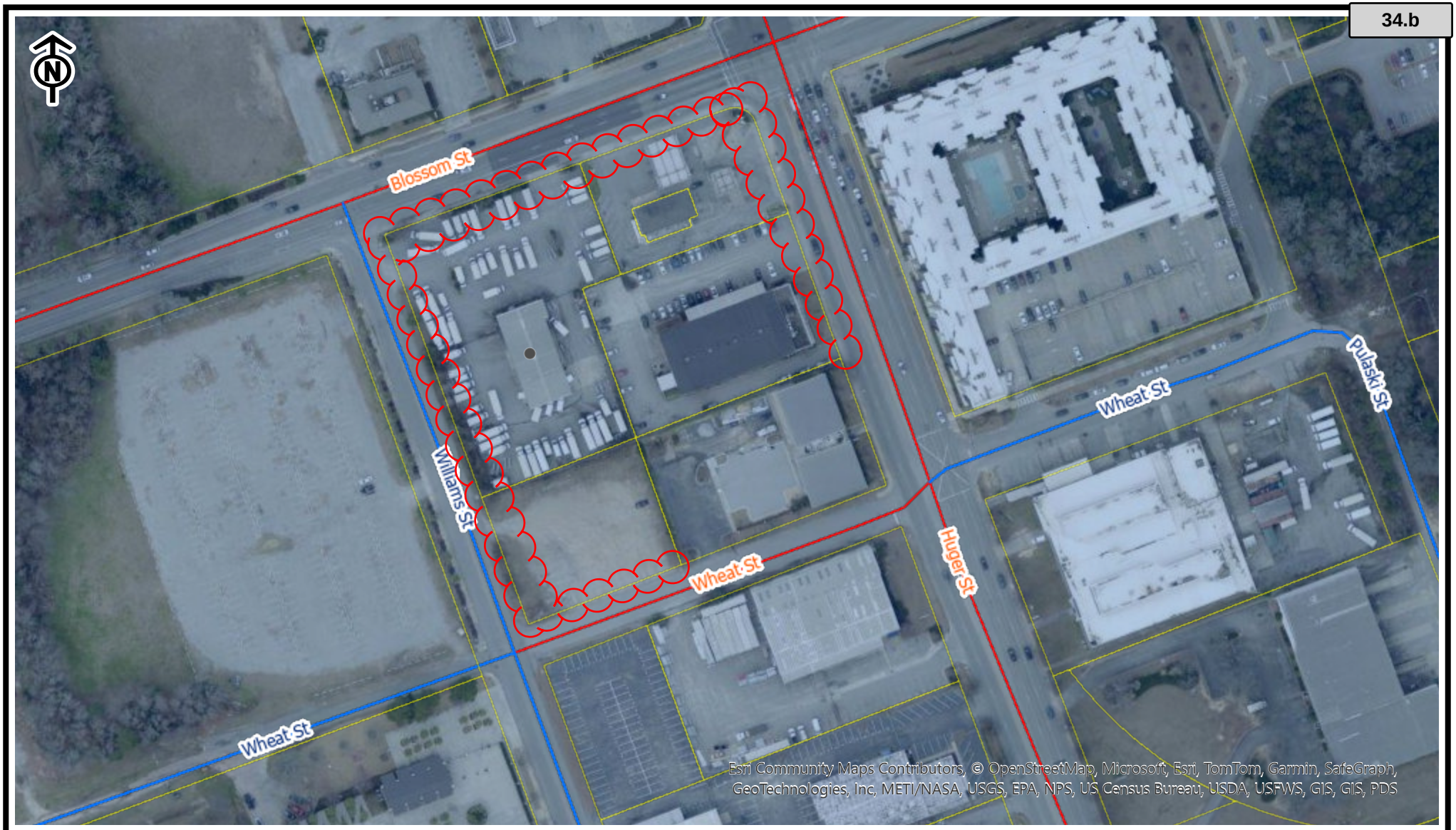
Introduced:
Final Reading:

CITY COUNCIL
ENCROACHMENT SUMMARY
2024-0009

400 BLOCK OF BLOSSOM STREET, 400 BLOCK OF WHEAT STREET, 500 BLOCK OF WILLIAMS STREET, 500 BLOCK OF HUGER STREET ADJACENT TO 408 AND 436 BLOSSOM STREET AND 519 HUGER STREET SIDEWALKS, LANDSCAPING AND IRRIGATION

Subject Property:	Right-of-way adjacent to 408 and 436 Blossom Street and 519 Huger Street
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks, landscaping and irrigation.
Applicant:	Subtext Acquisitions, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of sidewalks measuring approximately six (6') feet in width one thousand three hundred fifty-five (1,355') feet in length, landscaping and irrigation adjacent to 408 and 436 Blossom Street and 519 Huger Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Any changes to the encroachment plan will require review and approval by Planning and Development Services Staff.



City of Columbia

This map was prepared using the City GIS Viewer

City of Columbia - GIS Division

2/8/2024 10:29 AM

Tax Parcel

Street & Ownership

CFCC,Ownership

- Interstate
- Highway
- City Maintained
- State Maintained
- Private
- Others
- Columbia City Limits

0 0.02 0.04 0.07 mi

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

Permanent Encroachment
Application and Checklist

1. Applicant Information

Name: Bethany Rooney	
Company (if applicable): SubtextAcquisitionsLLC	
Address (street, city, state, zip): 3000 Locust Street, St. Louis, MO, 63103	
Phone: (314) 328-6420	Email: brooney@subtextliving.com

2. Property Information

Address: 408 & 436 Blossom St., 519 Huger St., and 401 Wheat St., Columbia, SC 29201	
Tax Map Reference Number(s): TMS# R08910-03-01, R08910-03-02A, R08910-03-02B, R08910-03-03, R08910-03-04	
Current use: Commercial	Proposed use: Private Dormatory

3. Property Ownership

Does the applicant own the adjacent property? ☐Yes ☑No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.

Permanent Encroachment
Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

Verve Columbia will be a 4-story student housing development with 233 units and 697 beds. Driveways on Huger Street and Wheat Street will serve the site and provide connection to the private parking deck. Open spaces will include pool & associated amenities, sport court, and public/private dog park.

Permanent encroachments within the City right-of-way will include curb and gutter, sidewalk, signs, pedestrian street lights, utility pole for small cell node, storm drain, and streetscape trees and plantings with irrigation.

For staff use only

Date received (M/D/Y): _____/_____/_____ By: _____

Permanent Encroachment
Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

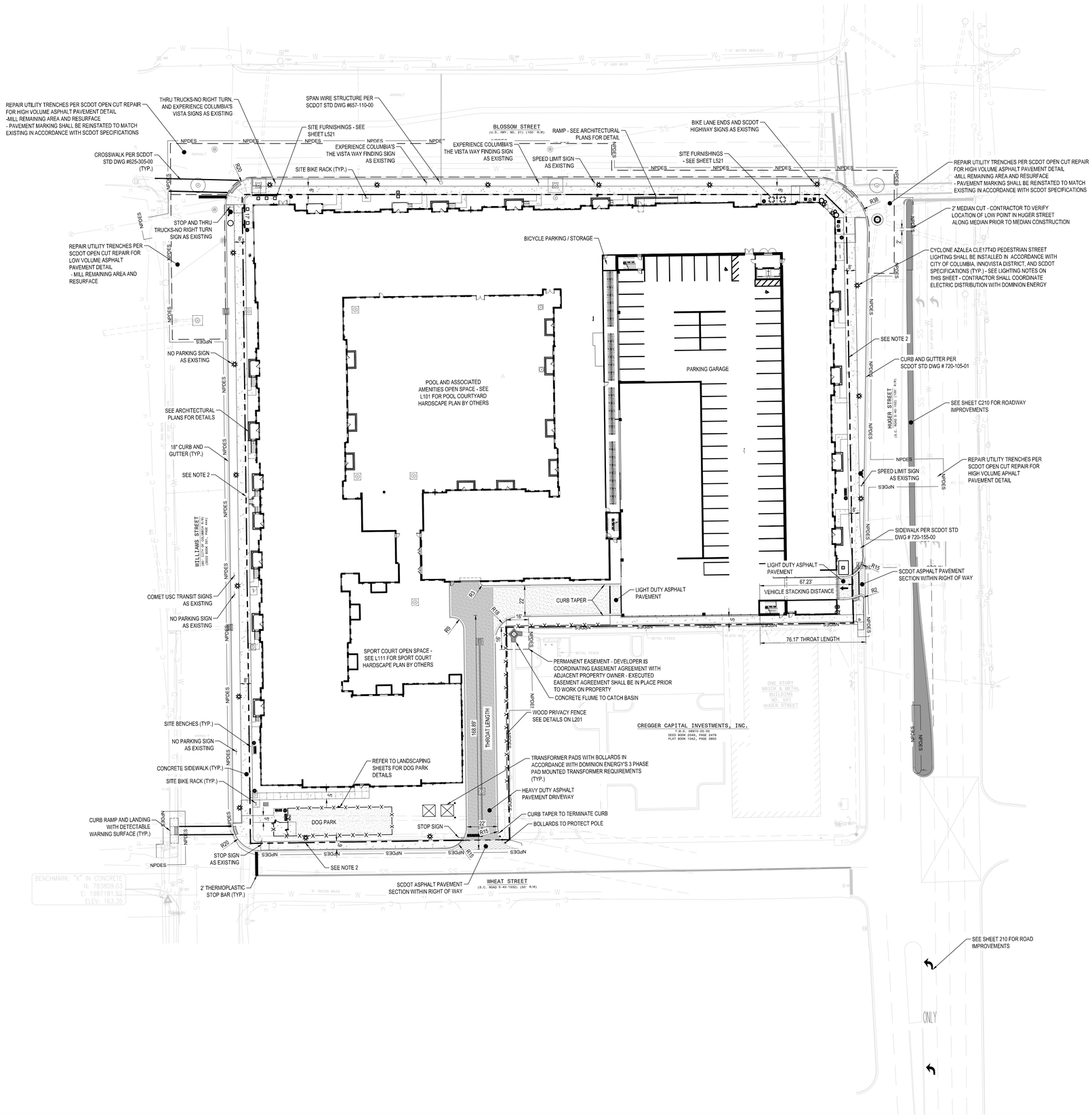
Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant	
Print Name: Bethany Rooney	Date: 01/16/2024



SITE LEGEND

PROPERTY LINE
RIGHT OF WAY
EASEMENT
SETBACK
LIMITS OF DISTURBANCE — NPDES
PROPOSED CURB AND GUTTER
FENCELINE — X — X — X — X — X — X — X —
DETECTABLE WARNING SURFACE
PROPOSED ASPHALT
PROPOSED CONCRETE
HEAVY DUTY PAVEMENT
STOP SIGN
STOP BAR (PAVEMENT MARKING)
DIRECTIONAL ARROW (PAVEMENT MARKING)
SITE LIGHTING FIXTURES

SITE DATA TABLE

TAX MAP NUMBER	R08910-03-01, R08910-03-02A, R08910-03-02B, R08910-03-03, R08910-03-04
ZONING	MC
MINIMUM SETBACK	0'
MAXIMUM SETBACK	10'
MAXIMUM SETBACK WITH ADMIN ADJUSTMENT	12'
MAXIMUM SETBACK WITH VARIANCE (WHEAT STREET)	40'
TOTAL SITE ACREAGE	3.78 AC
BUILDING USE	PRIVATE DORMITORY
PROPOSED UNITS	233
UNIT DENSITY	62 UNITS / AC
TOTAL PARKING REQUIRED	350 SPACES
TOTAL PARKING PROVIDED	368 SPACES
STANDARD PARKING	341 SPACES
EV PARKING (LEVEL 2 CHARGING)	19 SPACES
ADA PARKING	8 SPACES
TOTAL BICYCLE PARKING REQUIRED	350 SPACES
TOTAL BICYCLE PARKING PROVIDED	350 SPACES

SITE NOTES:

1. ALL WORK PERFORMED WITHIN SCDOT AND CITY OF COLUMBIA RIGHT-OF-WAY SHALL BE PERFORMED IN ACCORDANCE WITH APPROVED ENCROACHMENT PERMITS, INCLUDING ANY HOURLY WORK RESTRICTIONS.
2. WHERE SIDEWALK EXTENDS BEYOND THE RIGHT-OF-WAY ON THE DEVELOPMENT SIDE, A DEDICATED PUBLIC EASEMENT SHALL BE GRANTED TO THE CITY FOR THE AREA BETWEEN THE BACK OF SIDEWALK AND RIGHT-OF-WAY.

LIGHTING NOTES:

1. CONTRACTOR SHALL PROVIDE AND INSTALL PEDESTRIAN STREET LIGHTING AND ASSOCIATED CIRCUITRY AND METERING.
2. MILBANK BAIN LOAD CENTERS CP3B "ML" SERIES SHALL BE INSTALLED AS NEEDED.
3. CONTRACTOR SHALL CONTACT THE CITY IN ADVANCE TO SCHEDULE CONDUIT/CIRCUITRY INSPECTION PRIOR TO LIGHTING INSTALLATION.
4. CITY WILL PROVIDE A BOLT TEMPLATE.
5. THE CITY OF COLUMBIA HAS UNDERGROUND STREET LIGHTING CIRCUITS IN THIS AREA. THESE WILL NOT BE COVERED BY 811 OR A PUPS LOCATE. TO HAVE THE LINES LOCATED, CALL ELECTRICAL SUPERVISOR AT 803-545-3820. FOR EXISTING LIGHTING CUT SHEETS AND SPECIFICATIONS FOR POWER STATIONS PLEASE CONTACT TRAFFIC ENGINEERING CITY OF COLUMBIA 803-545-3852.
6. FIXTURES WITH ROAD RIGHT-OF-WAY REQUIRE BREAK-AWAY COUPLINGS AND BASE COVER.

Know what's below. Call before you dig.

N
STATE PLANE
0 30' 60'
SCALE: 1" = 30'

PROJECT DATUM INFORMATION:
HORIZONTAL DATUM: SC83IF
VERTICAL DATUM: NAVD88

DYNAMIK DESIGN
5901 PEACHTREE DUNWOODY RD.
BUILDING C, SUITE 250
ATLANTA, GA 30328
TELEPHONE: 678-506-8830
DYNAMIKDESIGN.COM

CONSULTANT:
DAVIS & FLOYD
SINCE 1954
WWW.DAVISFLOYD.COM
1319 HIGHWAY 72/221 EAST
GREENWOOD, SC 29649
(864) 229-5211

COA: DAVIS & FLOYD, INC No. C00538 — SOUTH CAROLINA — CERTIFICATE OF AUTHORIZATION

FOR AGENCY REVIEW
NOT FOR CONSTRUCTION

SEAL: TIMOTHY J. SCHMITZ — LICENSED PROFESSIONAL ENGINEER — 01/12/2024 — SOUTH CAROLINA

408 BLOSSOM STREET
COLUMBIA, SC 29201

300 LOCUST STREET
ST. LOUIS, MO 63103

PROJECT NUMBER: SBT2023-01

VERVE COLUMBIA

CLIENT: subtext

	DRAWING RELEASE	DATE
A	50% SCEMA TC DESIGN	10/20/2023
B	DFT SITE PLAN REVIEW	11/10/2023
C	SCHEMATIC DESIGN	11/10/2023
D	SCIRC SUBMITTAL	12/21/2023
E	DESIGN DEVELOPMENT	12/22/2023
F	CITY AND SCDOT PERMITS	01/12/2024

TITLE:
SITE PLAN

SHEET NUMBER:
C200

© COPYRIGHT 2023 DYNAMIK DESIGN

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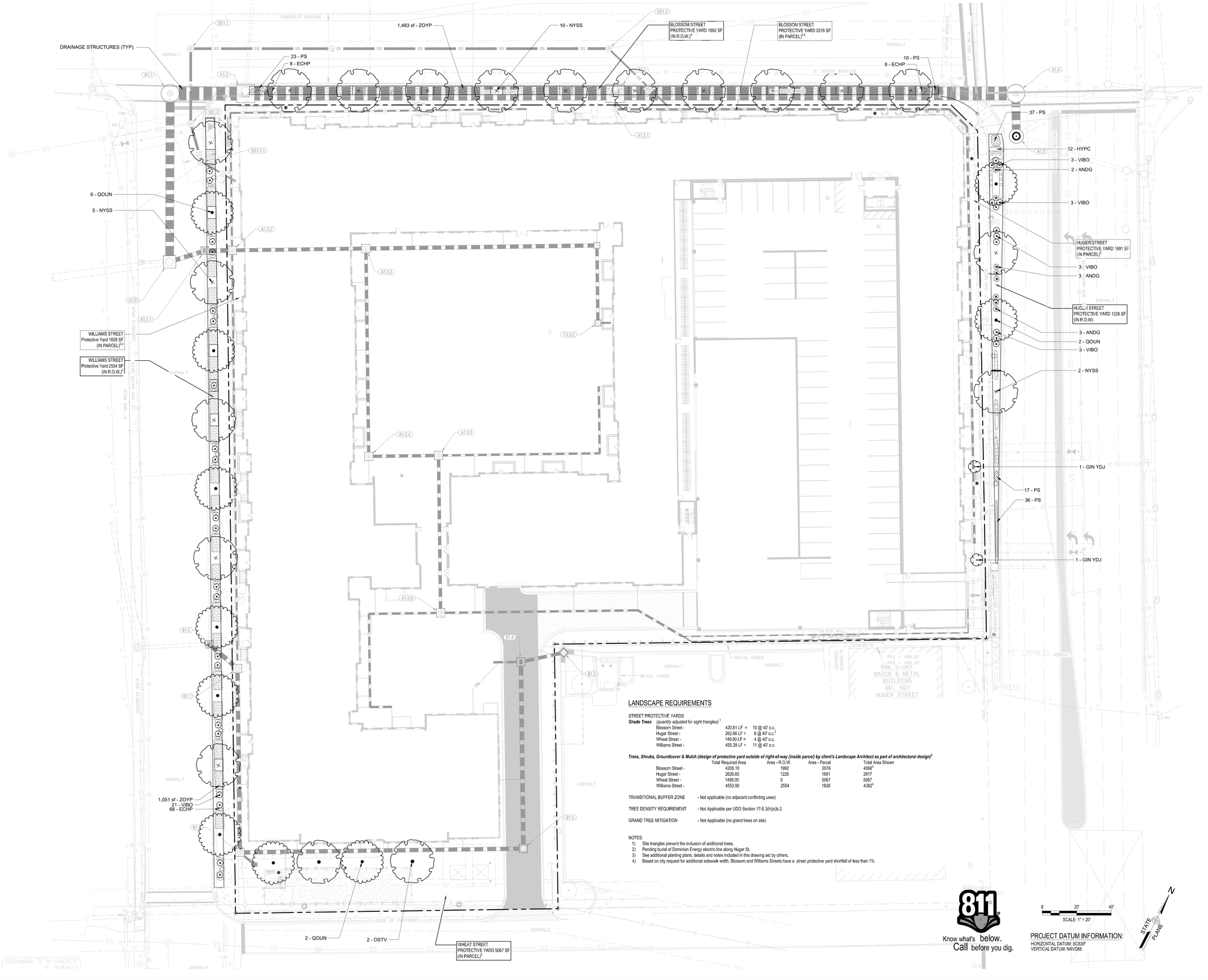

LANDSCAPE REQUIREMENTS

STREET PROTECTIVE YARDS

Shade Trees *(quantity adjusted for sight triangles)* [1]

Blossom Street -	420.61 LF =	10 @ 40' o.c.
Huger Street -	262.66 LF =	6 @ 40' o.c.[2]
Wheat Street -	149.90 LF =	4 @ 40' o.c.
Williams Street -	455.39 LF =	11 @ 40' o.c.

Trees, Shrubs, Groundcover & Mulch (design of protective yard outside of right-of-way (inside parcel) by client's Landscape Architect as part of architectural design) [3]

	Total Required Area	Area - R.O.W.	Area - Parcel	Total Area Shown
Blossom Street -	4206.10	1992	2076	4068[4]
Huger Street -	2626.60	1226	1691	2917
Wheat Street -	1499.00	0	5067	5067
Williams Street -	4553.90	2554	1828	4382[4]

TRANSITIONAL BUFFER ZONE - Not applicable (no adjacent conflicting uses)

TREE DENSITY REQUIREMENT - Not Applicable per UDO Section 17-5.3(h)(s)b.2.

GRAND TREE MITIGATION - Not Applicable (no grand trees on site)

NOTES:

1) Site triangles prevent the inclusion of additional trees.
2) Pending burial of Dominion Energy electric line along Huger St.
3) See additional planting plans, details and notes included in this drawing set by others.
4) Based on city request for additional sidewalk width, Blossom and Williams Streets have a street protective yard shortfall of less than 1%

811 Know what's below. Call before you dig.

0 20' 40'
SCALE: 1" = 20'

PROJECT DATUM INFORMATION:
HORIZONTAL DATUM: SC83IF
VERTICAL DATUM: NAVD88

STATE PLANE

DYNAMIK DESIGN
5901 PEACHTREE DUNWOODY RD.
BUILDING C, SUITE 250
ATLANTA, GA 30328
TELEPHONE: 678-506-8830
DYNAMIKDESIGN.COM

CONSULTANT:
DAVIS & FLOYD
SINCE 1954
www.davisfloyd.com
1319 HIGHWAY 72/221 EAST
GREENWOOD, SC 29649
(864) 229-5211

COA:

SEAL:

408 BLOSSOM STREET
COLUMBIA, SC 29201

300 LOCUST STREET
ST. LOUIS, MO 63103

PROJECT NUMBER: SBT2023-01

VERVE COLUMBIA

CLIENT: subtext

	DRAWING RELEASE	DATE
A	40% SCEMATIC DESIGN	10/20/2023
B	SCHEMATIC DESIGN	10/10/2023
C	DCRC SUBMITTAL	12/21/2023
D	DCRC SUBMITTAL	12/21/2023
E	DESIGN DEVELOPMENT	12/22/2023
F	CITY AND SCDOT PERMITS	01/12/2024

TITLE:

STREETSCAPE PLAN

SHEET NUMBER:

L501

© COPYRIGHT 2023 DYNAMIK

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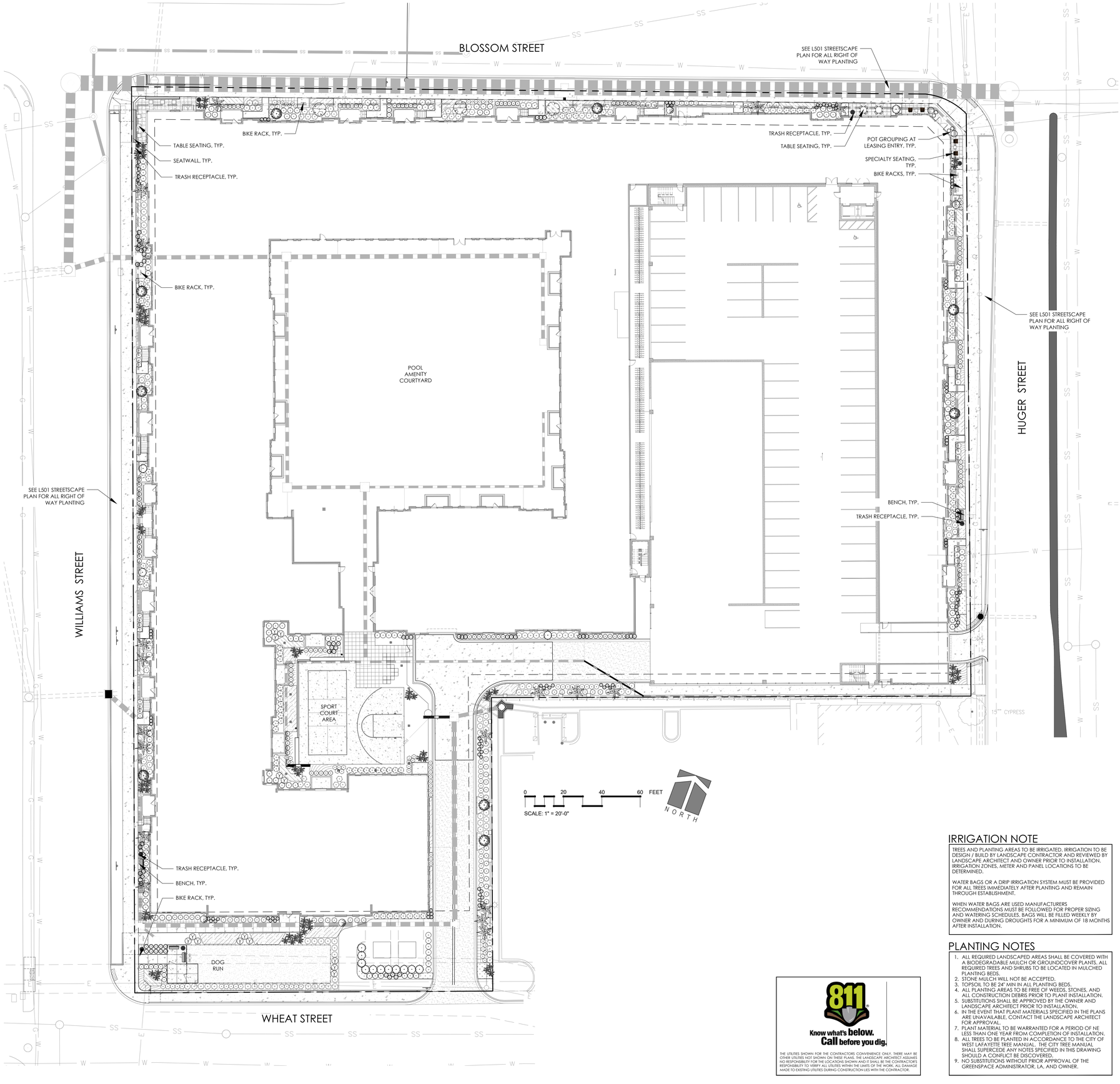

PLANT KEY

SYMBOL	CODE	COMMON NAME
TREES		
	SS	Cabbage Palmetto
	TS	Emerald Green Arborvitae
	IAF	Foster No. 2 Holly
	GB	Sky Tower™ Maidenhair Tree
SHRUBS		
	FB	Blue Mist Dwarf Fothergilla
	ICC	Carissa Chinese Holly
	LJ	Curly Leaf Ligustrum
	DM	Distylium
	IB	Dwarf Burford Holly
	AF	Formosa Indica Azalea
	PH	Hameln Fountain Grass
	TM	Hicks Yew
	AK	Kaleidoscope Glossy Abelia
	CA	Karl Foerster Feather Reed Grass
	IS2	Little Henry® Sweetspire
	AG	Mrs. G.G. Gerbing Azalea
	HW	Oakleaf Hydrangea
	LR	Ruby Loropetalum
	SR	Saw Palmetto
	IG	Shamrock Inkberry Holly
	OF	Sweet Olive
SHRUB AREAS		
	RF	Black Eyed Susan
	IV	Blue Flag Iris
	PH2	Heavy Metal Switch Grass
GROUND COVERS		
	LG	Evergreen Giant Lilyturf

PLANT SCHEDULE

CODE	COMMON NAME	CAL	SIZE	CONT		QTY
TREES						
GB	Sky Tower™ Maidenhair Tree	2" Cal.	10` Min Height	B&B		3
IAF	Foster No. 2 Holly	-	6-8` Height	B&B		9
SS	Cabbage Palmetto	-	12` Min Height			18
TS	Emerald Green Arborvitae	-	6` Min. Height	B&B		16
CODE	COMMON NAME	CONT	SIZE	NATIVE		QTY
SHRUBS						
AK	Kaleidoscope Glossy Abelia	3 Gal.				66
AF	Formosa Indica Azalea	3 Gal.				23
AG	Mrs. G.G. Gerbing Azalea	3 Gal.				50
CA	Karl Foerster Feather Reed Grass	1 Gal.				63
DM	Distylium	3 Gal.				62
FB	Blue Mist Dwarf Fothergilla	3 Gal.				59
GD	Dwarf Gardenia	1 Gal.				30
HW	Oakleaf Hydrangea	3 Gal.				14
ICC	Carissa Chinese Holly	3 Gal.				103
IB	Dwarf Burford Holly	3 Gal.				38
IG	Shamrock Inkberry Holly	3 Gal.				24
IS2	Little Henry® Sweetspire	3 Gal.				31
LJ	Curly Leaf Ligustrum	3 Gal.				47
LR	Ruby Loropetalum	3 Gal.				54
OF	Sweet Olive	-	48" Height			3
PH	Hameln Fountain Grass	1 Gal.				99
SR	Saw Palmetto	10 Gal.				65
TM	Hicks Yew	3 Gal.				33
CODE	COMMON NAME	CONT	NATIVE		SPACING	QTY
SHRUB AREAS						
IV	Blue Flag Iris	1 Gal.	Native		24" o.c.	190
PH2	Heavy Metal Switch Grass	1 Gal.	Native		42" o.c.	102
RF	Black Eyed Susan	1 Gal.	Native		36" o.c.	106
CODE	COMMON NAME	CONT	PLUG	NATIVE	SPACING	QTY
GROUND COVERS						
FG	Blue Fescue	1 GAL.			12" o.c.	493
LG	Evergreen Giant Lilyturf	1 GAL.			12" o.c.	561

IRRIGATION NOTE

TREES AND PLANTING AREAS TO BE IRRIGATED. IRRIGATION TO BE DESIGN / BUILD BY LANDSCAPE CONTRACTOR AND REVIEWED BY LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION. IRRIGATION ZONES, METER AND PANEL LOCATIONS TO BE DETERMINED.

WATER BAGS OR A DRIP IRRIGATION SYSTEM MUST BE PROVIDED FOR ALL TREES IMMEDIATELY AFTER PLANTING AND REMAIN THROUGH ESTABLISHMENT.

WHEN WATER BAGS ARE USED MANUFACTURERS RECOMMENDATIONS MUST BE FOLLOWED FOR PROPER SIZING AND WATERING SCHEDULES. BAGS WILL BE FILLED WEEKLY BY OWNER AND DURING DROUGHTS FOR A MINIMUM OF 18 MONTHS AFTER INSTALLATION.

PLANTING NOTES

1. ALL REQUIRED LANDSCAPED AREAS SHALL BE COVERED WITH A BIODEGRADABLE MULCH OR GROUNDCOVER PLANTS. ALL REQUIRED TREES AND SHRUBS TO BE LOCATED IN MULCHED PLANTING BEDS.
2. STONE MULCH WILL NOT BE ACCEPTED.
3. TOPSOIL TO BE 24" MIN IN ALL PLANTING BEDS.
4. ALL PLANTING AREAS TO BE FREE OF WEEDS, STONES, AND ALL CONSTRUCTION DEBRIS PRIOR TO PLANT INSTALLATION.
5. SUBSTITUTIONS SHALL BE APPROVED BY THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
6. IN THE EVENT THAT PLANT MATERIALS SPECIFIED IN THE PLANS ARE UNAVAILABLE, CONTACT THE LANDSCAPE ARCHITECT FOR APPROVAL.
7. PLANT MATERIAL TO BE WARRANTED FOR A PERIOD OF NE LESS THAN ONE YEAR FROM COMPLETION OF INSTALLATION.
8. ALL TREES TO BE PLANTED IN ACCORDANCE TO THE CITY OF WEST LAFAYETTE TREE MANUAL. THE CITY TREE MANUAL SHALL SUPERCEDE ANY NOTES SPECIFIED IN THIS DRAWING SHOULD A CONFLICT BE DISCOVERED.
9. NO SUBSTITUTIONS WITHOUT PRIOR APPROVAL OF THE GREENSPACE ADMINISTRATOR, LA, AND OWNER.

811 Know what's below. Call before you dig.

THE UTILITIES SHOWN FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES DURING CONSTRUCTION LIES WITH THE CONTRACTOR.

DYNAMIK DESIGN
5901 PEACHTREE DUNWOODY RD.
BUILDING C, SUITE 250
ATLANTA, GA 30328
TELEPHONE: 678-506-8830
DYNAMIKDESIGN.COM

CONSULTANT:
AJC DESIGN GROUP
770.330.0814
1991 WOODLAND WAY
DUNWOODY, GA 30338

SEAL:
State of South Carolina
REGISTERED LANDSCAPE ARCHITECT
No. 1497
JAMES CURRAN

408 BLOSSOM STREET
COLUMBIA, SC 29201

3000 LOCUST STREET
ST. LOUIS, MO 63103

PROJECT NUMBER: SBT2023-01

VERVE COLUMBIA

CLIENT: subtext

△	DRAWING RELEASE	DATE
A	CITY SITE PLAN REVIEW	11/10/2023
	SCHEMATIC DESIGN	11/10/2023
	DDRC SUBMITTAL	12/21/2023
	CITY AND SCDOT PERMITS	01/12/2024

TITLE:

PLANTING PLAN

SHEET NUMBER:

L521

© 2023 DYNAMIK DES

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Ordinance No.: 2024-010 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article II, Stormwater Quantity and Quality Control, Division 6, Charges and Fees, Section 21-61, Field inspection and plan review**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

ATTACHMENTS:

- **#a:** Memo_Ordinance_2024_010 (PDF)
- #b: 2024-010 - Amending Chapter 21, Sec. 21-61 (PDF)

We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water

DATE: March 19, 2024

Subject: Recommendation for Approval
Ordinance No.: 2024-010
Amending Code of Ordinances, Chapter 21

Utilities and Engineering Article II. Stormwater Quantity and Quality Control, Division 6, Charges and Fees 1998 Code of Ordinances has a section the department proposes to amend. The following summary is provided with the explanation.

> Section 21-61 Field inspection and plan review. The proposed ordinance revision will require construction inspection fees to be paid before the issuance of the Notice of Termination of a Land Disturbance permit. The current process is to bill after Notice of Termination issuance, but the charges are going unpaid. This will allow the City to collect the funds before releasing the permit and closing out the project.

If you have questions or concerns, please do not hesitate to contact our office.

ORDINANCE NO.: 2024-010

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article II, Stormwater Quantity and Quality Control, Division 6, Charges and Fees, Section 21-61, Field inspection and plan review

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2024, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article II, Stormwater Quantity and Quality Control, Division 6, Charges and Fees, Section 21-61, Field inspection and plan review is amended to read as follows:

Sec. 21-61. Field inspection and plan review.

Fees associated with the plan review of land development construction documents and inspections will be assessed via the schedule below. The revision of such fees shall be approved by the city council.

Area of Land Disturbance	Fee
5,000 square feet—1 acre	$150.00 flat fee + $50.00/month inspection fee[1]
1—10 acre(s)	$300.00 flat fee + $50.00/month inspection fee[1]
10+ acres	$500.00 flat fee + $50.00/month inspection fee[1]
Linear	$150.00 flat fee + $50.00/month inspection fee[1]
Project Modifications[2]	$100.00 flat fee per modification submittal

[1] $50.00 every month beginning the second month of land disturbance activities and ending on the date a notice of termination (NOT) is ~~approved~~ processed in accordance with section 21-44. One invoice shall be sent to the permittee for all monthly fees~~, following NOT approval~~. For the purpose of invoicing, one month shall equal 30 days, and any remainder less than 30 days shall not be invoiced.

[2] For major project modifications that will affect hydrology calculations, a change or addition in point discharge location, and/or the addition of impervious or disturbed area.

(Ord. No. 2011-095, 12-20-11)

Requested by:

Utilities and Engineering

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

Last revised: 2/16/2024
24020253

LEGAL DEPARTMENT DRAFT

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Ordinance No.: 2024-018 - Approval for Conveyance of City Property Identified as Tract 401 containing 0.066 Acre (2,881 SF), Richland County TMS#07302-05-08 for Carolina Crossroads Project at I-126 near Lawand Drive and Arrowwood Road; CF#250-631**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

ATTACHMENTS:

- **#a:** 2024-018 - Tract 401 - Carolina Crossroads (PDF)
- #b: 2024-018 - EXHIBIT__Tract 401_Carolina Crossroads (TMS 07302-05-08) (PDF)

ORDINANCE NO.: 2024-018

Approval for Conveyance of City Property Identified as Tract 401 containing 0.066 Acre (2,881 SF), Richland County TMS#07302-05-08 for Carolina Crossroads Project at I-126 near Lawand Drive and Arrowwood Road; CF#250-631

WHEREAS, the City of Columbia (the "City") entered into a mutual agreement with the South Carolina Department of Transportation for participating in all transactions involving City utilities for the Carolina Crossroads major road improvements projects along I-126, I-26 and I-20; and

WHEREAS, the City owns the former site of the Colonial Life Sewer Pump Station on Lawand Drive, identified as TMS#07302-05-08 (Tract 401) and shown on drawings for the Carolina Crossroads I-126 project. The sewer pump station has been abandoned and a new sewer pump station constructed by SCDOT on Richland County TMS#07302-05-03, identified as Tract 405; and

WHEREAS, the new Colonial Life Sewer Pump Station has been placed in operation by the City; and

WHEREAS, the South Carolina Department of Transportation has finalized this section of the project and has made a request for the City of Columbia to convey Tract 401, which is within the new right-of-way for I-126 to it; *NOW, THEREFORE,*

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2024, for and in consideration of the sum of One ($1.00) Dollar and conveyance of Tracts 404 and 405 to the City of Columbia for the new Colonial Life Sewer Pump Station, the receipt of which is hereby acknowledged, the City Manager is hereby authorized to sign all documents necessary and execute a deed on behalf of the City of Columbia to the **SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION** for the conveyance of Tract 401 containing 0.066 acre (2,881 SF) shown on drawings for Carolina Crossroads I-126 and being on file in the office of the Department of Engineering under CF#250-631. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

LEGAL DEPARTMENT DRAFT

Requested by:

ACM Shealy

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Last revised: 2/23/2024
24020356

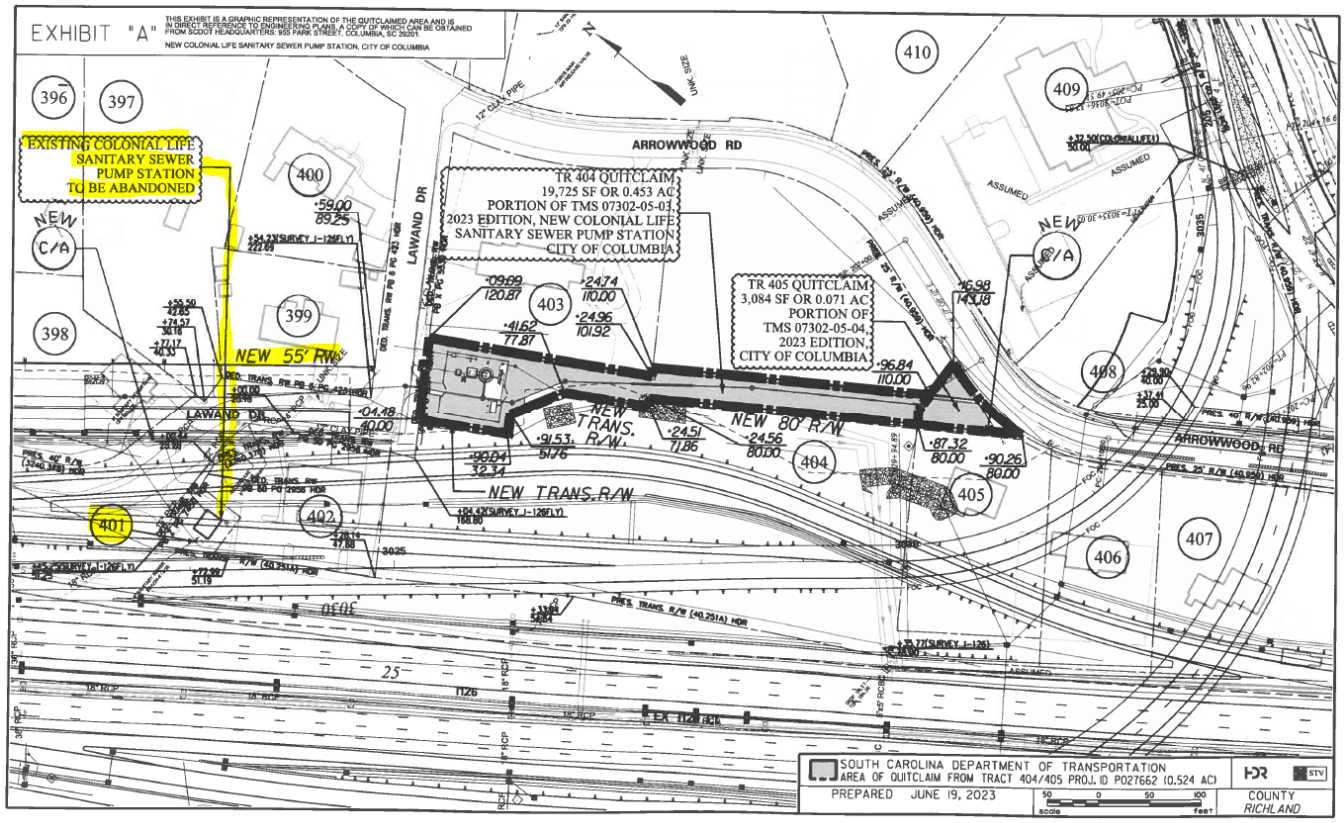
EXHIBIT "A"
THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE QUITCLAIMED AREA AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS, A COPY OF WHICH CAN BE OBTAINED FROM SCDOT HEADQUARTERS: 955 PARK STREET, COLUMBIA, SC 29201
NEW COLONIAL LIFE SANITARY SEWER PUMP STATION, CITY OF COLUMBIA
EXISTING COLONIAL LIFE SANITARY SEWER PUMP STATION TO BE ABANDONED
TR 404 QUITCLAIM
19,725 SF OR 0.453 AC
PORTION OF TMS 07302-05-03
2023 EDITION, NEW COLONIAL LIFE
SANITARY SEWER PUMP STATION
CITY OF COLUMBIA
TR 405 QUITCLAIM
3,084 SF OR 0.071 AC
PORTION OF
TMS 07302-05-04,
2023 EDITION,
CITY OF COLUMBIA
ARROWWOOD RD
LAWAND DR
NEW 55' R/W
NEW TRANS. R/W.
NEW 80' R/W
NEW TRANS.R/W
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
AREA OF QUITCLAIM FROM TRACT 404/405 PROJ. ID P027662 (0.524 AC)
PREPARED JUNE 19, 2023
COUNTY RICHLAND

EXHIBIT "A"

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE "AREA OF ACQUISITION" AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS. A COPY OF WHICH CAN BE OBTAINED FROM SCDOT HEADQUARTERS: 955 PARK STREET, COLUMBIA, SC 29201. ADDITIONALLY, UPON COMPLETION OF CONSTRUCTION, A RECORDABLE RIGHT OF WAY PLAT SHALL BE SUBMITTED TO THE REGISTER OF DEEDS IN COMPLIANCE WITH SCDOT STANDARD DRAWING 809-105-00.

OBTAIN = 0.066 ACRE
(2,881 SF)

LAWAND DR
PRES. PLATTED RW, HDR
NEW 55' R/W
NEW C/A
NEW TRANS. R/W
NEW 80' R/W
PRES. 40' R/W (3240.378) HDR
PRES. LAWAND DR CL
PRES. TRANS R/W (40.251A) HDR
PRES. 25' RR R/W (40.959), HDR
PRES. 35' RR R/W (40.959), HDR
126RDB
126RC
COLRA
COLRB
I126
EXISTING ACCESS RD
12" CLAY PIPE
UNK. SIZE
ASSUMED
+27.04
34.26
(EXLWDR)
+61.67
127.12
(I126)
+18.57
123.75
(I126)
+14.68

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
AREA OF ACQUISITION FROM TRACT 401 PROJ. ID P027662
PREPARED SEPTEMBER 11, 2023
scale 50 0 50 100 feet
HDR STV
COUNTY

PAGE ____ OF ____

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Ordinance No.: 2024-022 - Approval for Conveyance of City Property Identified as Tract 444 containing 0.065 acre (2,827 SF), Richland County TMS#05900-03-01 for Carolina Crossroads Project at I-26 Ramp C; CF#250-631**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

ATTACHMENTS:

- **#a:** 2024-022 - Ordinance SCDOT__ Tract 444 Carolina Crossroads nr I-26 Ramp C (PDF)
- #b: 2024-022 - P027662-TRACT442EASE_Document 1_EASEMENT_20220505 (PDF)
- #c: 2024-022 - Exhibit for Tract 444 port to SCDOT__Carolina Crossroads (PDF)

ORDINANCE NO.: 2024-022

Approval for Conveyance of City Property Identified as Tract 444 containing 0.065 Acre (2,827 SF), Richland County TMS#05900-03-01 for Carolina Crossroads Project at I-26 Ramp C; CF#250-631

WHEREAS, the City of Columbia (the "City") entered into a mutual agreement with the South Carolina Department of Transportation ("SCDOT") for participating in all transactions involving City utilities for the Carolina Crossroads major road improvements projects along I-126, I-26 and I-20; and

WHEREAS, the City owns that portion of real property identified as TMS#05900-03-01 (Tract 444) and shown on drawings for the Carolina Crossroads I-126 project where right-of-way is needed by SCDOT for a new ramp is to be constructed on a portion of this property; and

WHEREAS, the southwestern portion of this property is used as a boat ramp for emergency rescues on the Saluda River. The SC Department of Transportation has agreed to reconstruct and tie in a new access road for the subject property outside of the I-26 Ramp C 75' right-of-way; and

WHEREAS, the South Carolina Department of Transportation has made a request for the City of Columbia to convey the right-of-way for Tract 444, which is within the new right-of-way for I-26 Ramp C to it; *NOW, THEREFORE,*

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2024, for and in consideration of the sum of One ($1.00) Dollar, each to the other paid, the receipt of which is hereby acknowledged, the City Manager is hereby authorized to sign all documents necessary and execute a deed on behalf of the City of Columbia to the **SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION** for the conveyance of Tract 444 containing 0.065 acre (2,827 SF) shown on drawings for Carolina Crossroads I-126 and being on file in the office of the Department of Engineering under CF#250-631. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

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

EXHIBIT "A"

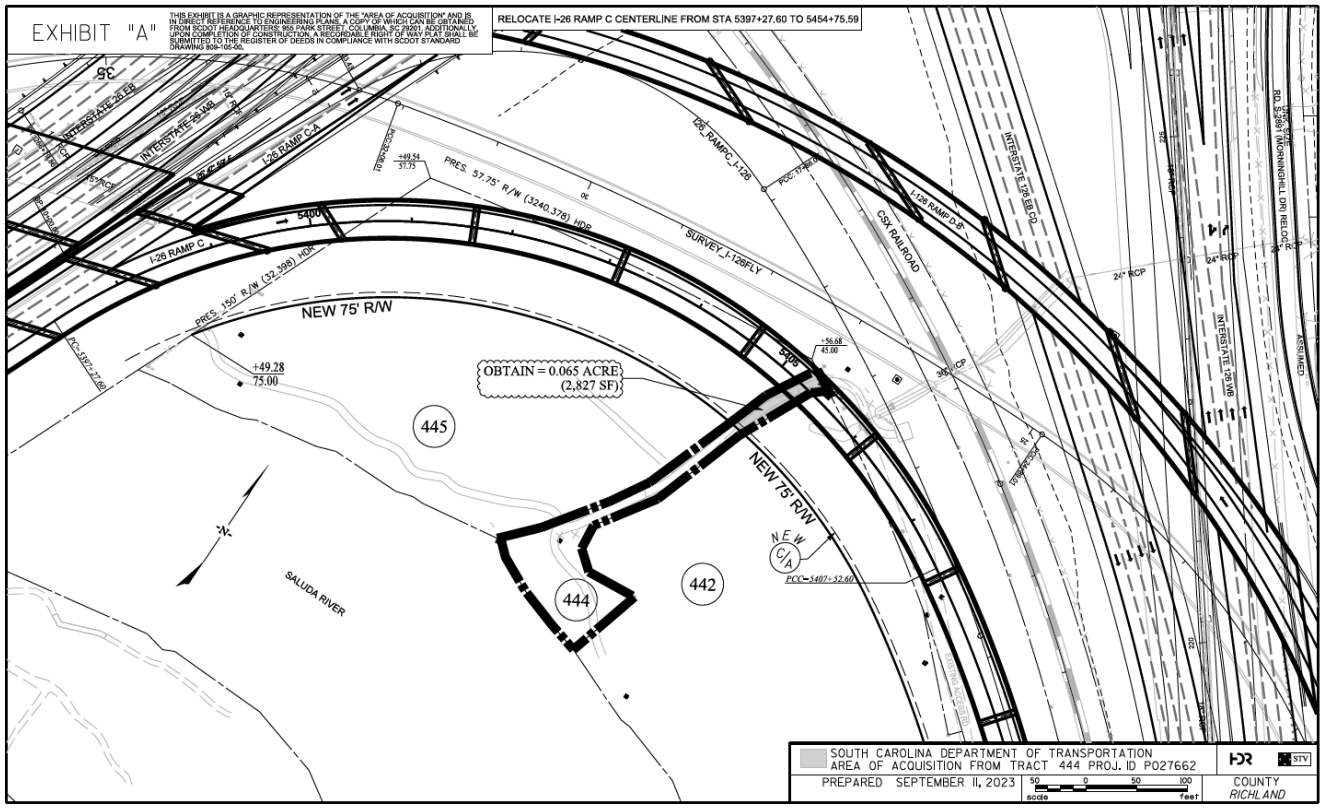
EXHIBIT "A"
THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE "AREA OF ACQUISITION" AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS, A COPY OF WHICH CAN BE OBTAINED FROM SCDOT HEADQUARTERS: 955 PARK STREET, COLUMBIA, SC 29201. ADDITIONALLY, UPON COMPLETION OF CONSTRUCTION, A RECORDABLE RIGHT OF WAY PLAT SHALL BE SUBMITTED TO THE REGISTER OF DEEDS IN COMPLIANCE WITH SCDOT STANDARD DRAWING 809-105-00.
RELOCATE I-26 RAMP C CENTERLINE FROM STA 5397+27.60 TO 5454+75.59
INTERSTATE 26 EB
INTERSTATE 26 WB
I-26 RAMP C-A
I-26 RAMP C
PRES. 57.75' R/W (3240.378) HDR
PRES. 150' R/W (32.398) HDR
SURVEY_I-126FLY
I26_RAMPC_I-126
CSX RAILROAD
I-126 RAMP D-B
INTERSTATE 126 EB CD
INTERSTATE 126 WB
RD. S-2891 (MORNINGHILL DR) RELOC
ASSUMED
24" RCP
NEW 75' R/W
OBTAIN = 0.065 ACRE
(2,827 SF)
+49.28
75.00
+49.54
57.75
+56.68
45.00
445
444
442
NEW C/A
PCC=5407+52.60
SALUDA RIVER
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
AREA OF ACQUISITION FROM TRACT 444 PROJ. ID P027662
PREPARED SEPTEMBER 11, 2023
COUNTY
RICHLAND

2022020657 BK: 21006 PG: 2596 - 2622 27 PGS
EASEMENT
Rec: $25.00 Cnty: $0.00 State: $0.00
May 5, 2022 09:36:24 AM
FILED IN LEXINGTON COUNTY, SC
Tina Guerry

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON/RICHLAND)

ACCESS ROAD EASEMENT AND MAINTENANCE AGREEMENT

This Access Road Easement and Maintenance Agreement (hereinafter may be referred to as "Easement" or "Agreement") is made this 7th day of April, 2021 ("Effective Date"), by and between the **South Carolina Department of Transportation, Grantor** (hereinafter "**SCDOT**"), the **City of Columbia, Grantee** (hereinafter "**CITY**"), and **Dominion Energy South Carolina, Inc., Grantee** (hereinafter "**DESC**").

RECITALS

WHEREAS, SCDOT is in the process of acquiring certain real property in fee simple absolute in Lexington and Richland County identified on plan sheets for tracts 442, 445, 523, and 524, from Dominion Energy South Carolina, Inc., hereafter "**Property**", which property is necessary for the construction, operation, and maintenance of I-26 and I-126 interchange , between approximate mainline survey stations 5398+00 to 5224+00 Left and Right (I-26 Ramp C) and 5991+00 to 5996+00 Left (I-126 Ramp D-B), identified on the Proposed Right of Way Acquisition Plans, approved by SCDOT on October 7, 2019, for the I-20/I-26/I-126 for Carolina Crossroads Project ("**CCR Project**"), Project ID Number PO27662, attached hereto and incorporated herein by reference as Exhibit "E", and which acquisition area is more particularly shown on drawings prepared for SCDOT by HDR Engineering dated November 18, 2020, attached hereto and incorporated herein by reference as Exhibit "A" (Tract 442 – 2.703 acre) , Exhibit "B" (Tract 445 – 1.046 acre), Exhibit "C" (Tract 523 – 0.761 acre) and Exhibit "D" (Tract 524 – 0.149 acre).

WHEREAS, located on the Property is an existing access road used by DESC for its corporate utility purposes and used by the CITY to access a river dock used for river rescue purposes;

WHEREAS, DESC and City desire continued access, ingress, and egress use of the access road;

WHEREAS, as part of the CCR Project, SCDOT agrees to retain the Access Road, as relocated by SCDOT design-build contractor, to provide the desired access required by DESC and CITY; and

WHEREAS, once the Property is conveyed to SCDOT, the purpose of this Agreement is to establish the location of the Access Road and set out the permissible and prohibited uses by the DESC and CITY of the Access Road, as described hereinbelow.

NOW THEREFORE, IN consideration of the mutual promises and obligations contained herein, SCDOT, CITY and DESC hereby covenant and agree as follows:

1. Access Road:

The Access Road is part of the Phase 1 Design-Build contract to be designed, realigned, and constructed by the selected Phase 1 Design-Build team at SCDOT expense. Generally, the new Access Road will follow parallel to the path of the existing road on tract 442 and will connect to the existing river rescue access at the left bank of the Saluda River located on tract 444. See **Exhibit "A"** for plan sheets

showing existing access road on Tract 442. The Access Road will be a gravel road that consists of 6" Graded Aggregate Base Course in accordance with the typical section which is attached hereto as Exhibit "F". The Access Road will be accessed by lock and key through a new gate and any existing gates that may remain after construction of the road. SCDOT will install a new twelve (12) wide gate on the eastern end of the new SCDOT ROW on tract 442. The Access Road will be approximately twelve (12) feet wide and designed to accommodate vehicles, including but not limited to a utility bucket truck. The above description is hereinafter referred to as the "Access Road." DESC may participate in the design review of the Access Road plans subject to the design terms set forth in this paragraph.

2. Use of Access Road:

a. DESC Use: SCDOT grants an easement and right of way to DESC such that DESC shall have access, at any time and from time to time, for ingress and egress, on, over, through and across the Access Road to access its property, including, but not limited to the transportation of any and all equipment necessary or convenient for its utility operations. No other use is permitted. DESC shall not use or enter the remaining Property of SCDOT. DESC use shall not interfere with SCDOT's use of the acquisition area for highway purposes. As used herein, highway purposes means the operation, use, construction or maintenance of the highway facility, including but not limited to, the piers, columns, and other structural support of the Interstate and associated ramps. In emergency or if conflict that the parties agree to work together to accommodate reasonable mutual use of the access road.

b. CITY Use: CITY shall have a limited easement and right of way, at any time and from time to time, for ingress and egress, on, over, through and across the Access Road to access the existing river rescue access at the left bank of the Saluda River on tract 444. No other use is permitted. CITY shall not use or enter into the remaining Property of SCDOT. CITY use shall not interfere with SCDOT's use of the acquisition area for highway purposes. As used herein, highway purposes means the operation, use, construction or maintenance of the highway facility, including but not limited to, the piers, columns, and other structural support of the Interstate and associated ramps.

c. The Access Road will be gated. DESC and CITY will have access to the Access Road through gates as depicted on the attached SCDOT plan sheet 58 at approximate survey station 28+50 (I-126). SCDOT will provide DESC and CITY with keys to the gates.

d. Any other use by DESC and CITY of the Access Road is prohibited unless specifically approved by SCDOT's District Engineering Administrator through an encroachment permit or similar permission, which shall not be unreasonably withheld.

e. During the pendency of the Phase 1 of the CCR Project, SCDOT shall maintain access to the river dock for the purpose of river rescues.

3. Maintenance and Repair of Access Road:

a. SCDOT agrees to keep the Access Road in a good and safe state of repair for the duration of Phase 1 of the CCR project.

b. In the event that DESC or CITY use the Access Road, each entity agrees to maintain, repair and restore the Access Road in a good and safe state of repair at its expense. All restoration activities (repairs and improvements) to the Access Road located

2022020657 RECORD BOOK BK 21006 PG 2597

on SCDOT property must be pre-approved in writing by SCDOT's District 1 Engineering Administrator or designee.

4. Protective Barriers/Restricted Machinery/Vegetation Maintenance/Fence:

SCDOT shall reasonably regulate or prohibit the type of machinery and use of the Access Road in any manner necessary to ensure protection of highway structures, to include the following requirements:

a. No use other than roadway and drainage improvements will be made of the space within twenty feet (20') horizontally of any bridge pier or column, or within five feet (5') vertically of any structure without prior written permission from SCDOT's District One Engineering Administrator, or his or her designee. Roadway and drainage improvements shall not be within ten feet (10') horizontally from the centerline of the access road.

b. If the use of the Access Road or maintenance thereof impacts the highway facilities, DESC and City shall use best maintenance practices and reasonable care not to damage the highway structures.

c. No flexible pavement will be utilized within five feet (5') of any bridge pier or column.

d. DESC shall have the right, but not the obligation, from time to time to remove or clear and keep clear such trees, underbrush, structures or other obstructions, upon said right of way and such trees as may interfere with said Access Road

e. Any damage to the Access Road or gates (other than to property cleared or removed as hereinbefore provided) caused by SCDOT, DESC or the CITY in the course of using said Access Road shall be borne by the responsible party.

f. DESC and City, individually, agree to repair or replace any fences or gates that are cut or damaged as a direct result of either DESC's or City's operation under the terms and conditions of this Agreement. DESC and City, individually, agree said fence or gate repair or replacement shall be done using a similar quality product and/or material as existed prior to either DESC's or City's disturbance.

5. Responsibilities of DESC and CITY:

a. Restricted Uses: The Access Road shall not be used for parking, storage, or disposal of any materials or substances. Under no conditions shall the Access Road be used for the manufacture or storage of any materials, to include but not limited to flammable, explosive, or hazardous material or for any occupation which is deemed by SCDOT or the Federal Highway Administration (FHWA) to be a hazard to highway or non-highway users. This includes the use/storage of gas on the property or in the airspace under, or above or near the highway facility. All Parties shall be responsible for the cleanup of any hazardous waste contamination caused by their individual use of the Access Road without liability to the other parties.

b. Vehicular access: No vehicles owned or operated by DESC or CITY or their designees which are larger than 16 feet in height are permitted on the Access Road. If larger vehicles are needed, DESC shall obtain written permission from the SCDOT's District Office through an encroachment permit. At no time shall any vehicle be used as a living and/or sleeping quarters while on the Access Road. Access of maintenance vehicles and trucks by SCDOT or its designee is allowed whenever necessary.

c. No public use: The Access Road shall not be used by the general public.

2022020657 RECORD BOOK BK 21006 PG 2596

d. Responsibility for Claims:

i. DESC shall be responsible for any claims or causes of action for damage to Property or injuries to persons, including death, arising out of DESC's use of the Access Road by the DESC, its agents, contractors, employees or patrons, unless caused by the willful conduct or negligence of SCDOT or City, their officers, employees, agents, and contractors.

ii. To the extent permitted by the S.C. Torts Claims Act, SCDOT shall be responsible for any claims or causes of action for damage to Property or injuries to persons, including death, arising out of the use of the Access Road by the SCDOT, its agents, contractors, employees or patrons, unless caused by the willful conduct or negligence of City or DESC, their its officers, employees, agents, and contractors.

iii. To the extent permitted by the S.C. Torts Claims Act, CITY shall be responsible for any claims or causes of action for damage to Property or injuries to persons, including death, arising out of the use of the Access Road by the CITY, its agents, contractors, employees or patrons, unless caused by the willful conduct or negligence of SCDOT or DESC, their officers, employees, agents, and contractors.

6. SCDOT Entry: If SCDOT, in its sole discretion, determines that emergency or non-emergency inspection and/or repairs are necessary in the interest of public safety, SCDOT, its agents, contractors, and employees, shall have the right to enter the Access Road immediately without notice to DESC or CITY for the purposes of such inspection, maintenance, construction, and/or repairs.

7. Compliance with Laws: The DESC and CITY agree to use the Access Road for the purposes described above only and agree to comply with all local, state and federal laws and ordinances governing the use and occupancy thereof.

8. Remedies:

a. If default shall be made in any of the covenants and terms of this easement on part of the DESC or CITY that is determined by the SCDOT or FHWA to be an imminent threat to public safety or imminent threat of destruction to highway assets, the SCDOT or FHWA may immediately address the default without notification to the DESC or CITY.

b. If default shall be made in any of the covenants and terms of this easement on the part of the DESC or City that does not pose an imminent threat to public safety or imminent threat of destruction to highway assets, then SCDOT shall give DESC or CITY written notice of any default and an opportunity to cure the default within fifteen (15) days. If the default cannot be cured within fifteen (15) days and DESC or CITY promptly commences and diligently pursues a cure of the default, SCDOT will grant DESC or CITY a reasonable time to implement such cure, not to exceed thirty (30) days. If not cured within thirty (30) days, SCDOT may use its forces to cure any default that impact the operation, use, construction or maintenance of the highway facility. The costs associated with curing any default of a DESC's or CITY'S obligation herein shall be the responsibility of the responsible party. The responsible party shall reimburse SCDOT for such reasonable and customary costs.

2022020657 RECORD BOOK BK 21006 PG 2599

9. Agreement to be recorded: SCDOT shall, at its expense, record this Agreement in the records of both Lexington and Richland Counties and in accord with the South Carolina Eminent Domain Procedures Act.

10. Easement Subject to Other Rights: This Agreement is being made subject to any and all existing public utility rights of user, reservations, easements, rights of way, control of access, zoning ordinances and restrictions or protective covenants that may appear of record.

11. Changes to this Agreement: No changes shall be made to this Agreement without the written approval of the SCDOT, CITY and DESC.

12. Notices: Any notice by either party to the other shall be valid only if it is in writing and delivered personally or by certified mail to the addresses shown below, unless the other party is notified in writing of a new address:

If to SCDOT
Mr. Mike Barbee
Director of Rights of Way
SCDOT
955 Park Street
Columbia, SC 29202
(803) 737-1402

If to DESC
Robert A. Wright
Land Department
Dominion Energy SC, Inc.
220 Operation Way, D112
Cayce, SC 29033
(803) 217-8083

If to CITY
Teresa Wilson
City Manager
City of Columbia
1401 Main Street
Columbia, SC 29201

13. Entire Agreement: This Agreement contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not stated herein, shall be of any force or effect.

14. Applicable Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina.

15. Severability: If any clause or provision of this Agreement is illegal, invalid or unenforceable, under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby and it is also the intention of the parties that in lieu of each clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable; provided however, that the parties must agree in writing to such substitute language and provisions before such will become binding on either party.

16. Non-discrimination Clause: The parties covenant that the use of the Access Road pursuant to this Agreement shall in no way discriminate on the grounds of race, religion, color, sex, age, disability or national origin.

2022020657 RECORD BOOK BK 21006 PG 2600

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have duly executed this Access Road Easement and Maintenance Agreement, as indicated below with the Effective Date as written above.

Signed, sealed and delivered
in the presence of

Witness

Witness

South Carolina Department of Transportation

(L.S.)
Christy A. Hall, Secretary of Transportation

(L.S.)
Justin P. Powell, Deputy Secretary for Finance and Administration

STATE OF SOUTH CAROLINA)
)
COUNTY OF Richland)

ACKNOWLEDGEMENT

I, the undersigned notary public for the State of South Carolina, do hereby certify that Christy A. Hall the Secretary of Transportation of the South Carolina Department of Transportation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 27 day of April, 2022

(AFFIX NOTARY SEAL)

Notary Public for South Carolina
Print notary name: Natalie J. Moore
My Commission Expires: August 26, 2025

STATE OF SOUTH CAROLINA)
)
COUNTY OF Richland)

ACKNOWLEDGEMENT

I, the undersigned notary public for the State of South Carolina, do hereby certify that Justin P. Powell, the Deputy Secretary of Finance and Administration of South Carolina Department of Transportation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 27th day of April, 2022

(AFFIX NOTARY SEAL)

Notary Public for South Carolina
Print notary name: Adriane L. Radeker
My Commission Expires: 11/19/29

ADRIANE L. RADEKER NOTARY PUBLIC Exp. November 19, 2029 SOUTH CAROLINA

2022020657 RECORD BOOK BK 21006 PG 2601

Dominion Energy South Carolina, Inc.

Witness

(L.S.)

Print Name: Barry McDonald

Its: Manager

Witness

Reviewed by Legal
JB
Apr 11, 2022

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

ACKNOWLEDGEMENT

I, the undersigned notary public for the State of South Carolina, do hereby certify that Barry McDonald the Manager of Dominion Energy South Carolina, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 19th day of April, 2022.

Wendy A. Quinn
Notary Public for South Carolina
Print notary name: Wendy A. Quinn
My Commission Expires: 10/26/2026

(AFFIX NOTARY SEAL)

WENDY A. QUINN NOTARY PUBLIC SOUTH CAROLINA My Commission Expires October 26, 2026

2022020657 RECORD BOOK BK 21006 PG 2602

Ver. 7-22-2021

City of Columbia

Witness

Teresa B. Wilson (L.S.)

Witness

Print Name: Teresa B. Wilson

Its: City Manager

APPROVED AS TO FORM
Legal Department City of Columbia, SC
3.21.2022

STATE OF SOUTH CAROLINA)
)
COUNTY OF Richland)

ACKNOWLEDGEMENT

I, the undersigned notary public for the State of South Carolina, do hereby certify that Teresa Wilson, the City Manager of Columbia, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 23rd day of March, 2022

Erika D. Moore
Notary Public for South Carolina
Print notary name: Erika D. Moore
My Commission Expires: 04/16/2022

(AFFIX NOTARY SEAL)

ERIKA D. MOORE
NOTARY PUBLIC
SOUTH CAROLINA
Exp. April 16, 2022

2022020657 RECORD BOOK BK 21006 PG 2603

EXHIBIT A - TRACT 442 – 2.703 ACRE
EXHIBIT B - TRACT 445 – 1.046 ACRE
EXHIBIT C - TRACT 523 – 0.761 ACRE
EXHIBIT D - TRACT 524 – 0.149 ACRE

2022020657 RECORD BOOK BK 21006 PG 2604

2022020657 RECORD BOOK BK 21006 PG 2605

EXHIBIT "A"

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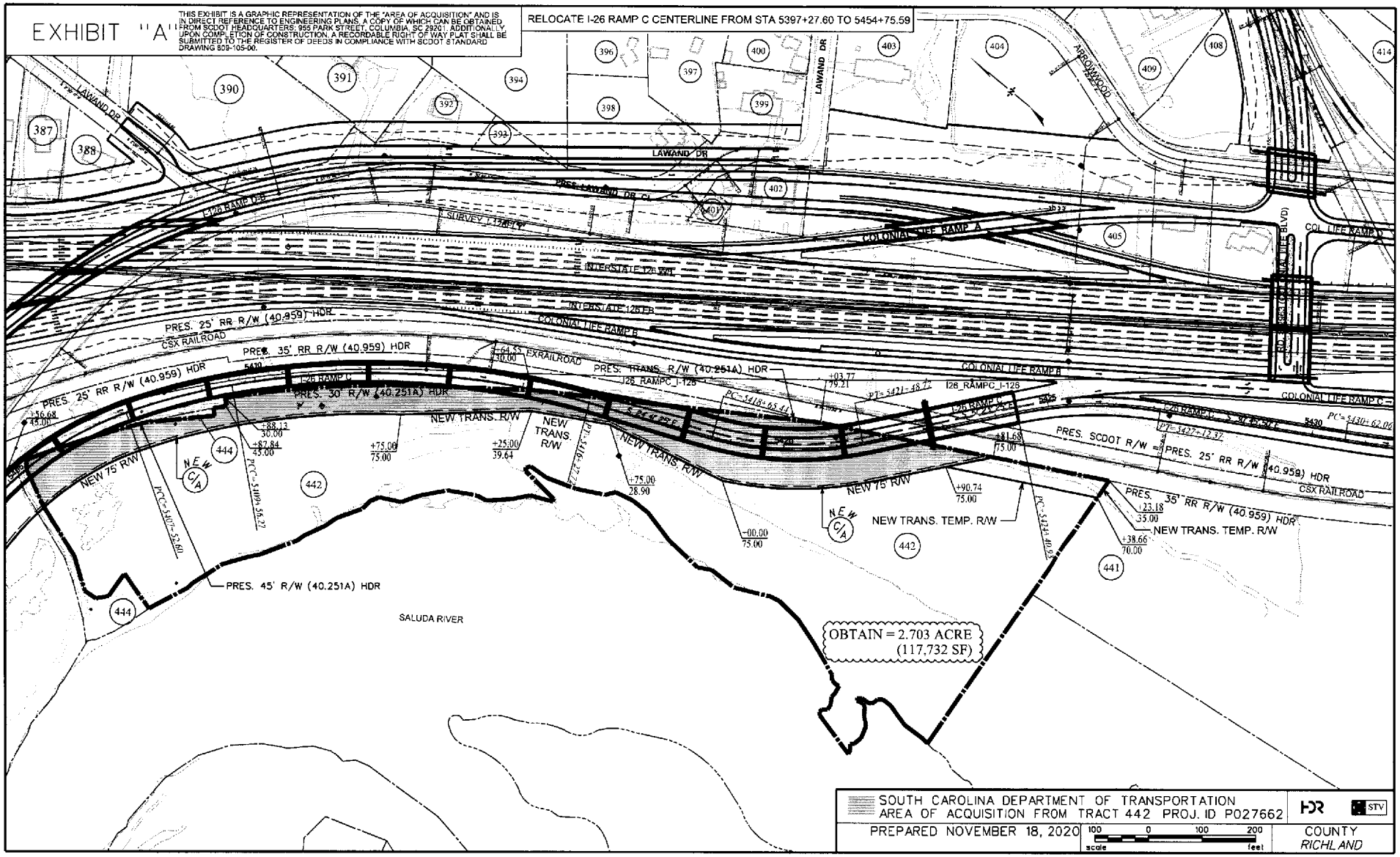
RELOCATE I-26 RAMP C CENTERLINE FROM STA 5397+27.60 TO 5454+75.59



SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
AREA OF ACQUISITION FROM TRACT 442 PROJ. ID P027662

HDR STV

PREPARED NOVEMBER 18, 2020

100 0 100 200
scale feet

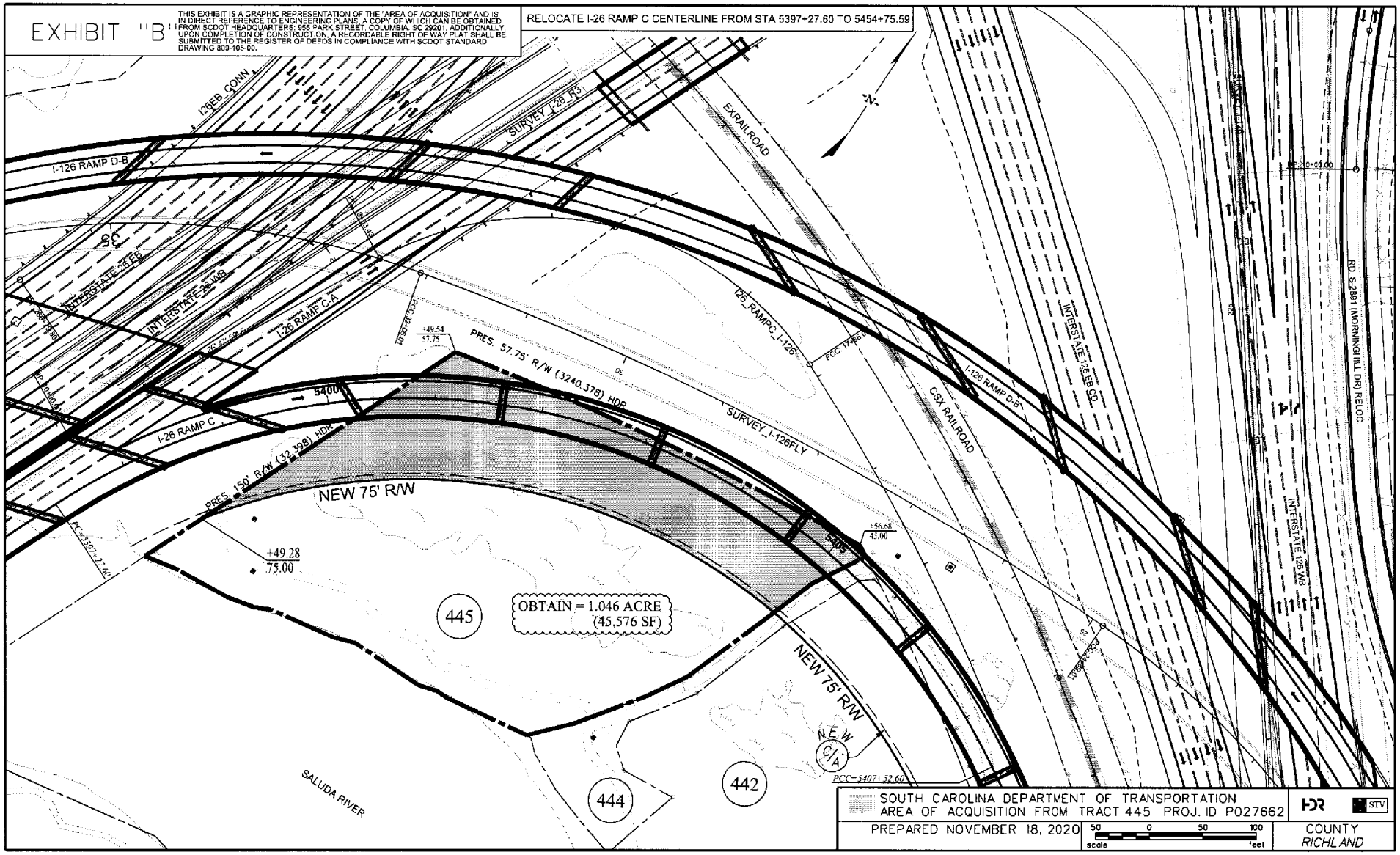
COUNTY
RICHLAND

2022020657 RECORD BOOK BK 21006 PG 2606

EXHIBIT "B"

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE "AREA OF ACQUISITION" AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS, A COPY OF WHICH CAN BE OBTAINED FROM SCDOT HEADQUARTERS, 955 PARK STREET, COLUMBIA, SC 29201. ADDITIONALLY, UPON COMPLETION OF CONSTRUCTION, A RECORDABLE RIGHT OF WAY PLAT SHALL BE SUBMITTED TO THE REGISTER OF DEEDS IN COMPLIANCE WITH SCDOT STANDARD DRAWING 803-105-00.

RELOCATE I-26 RAMP C CENTERLINE FROM STA 5397+27.60 TO 5454+75.59

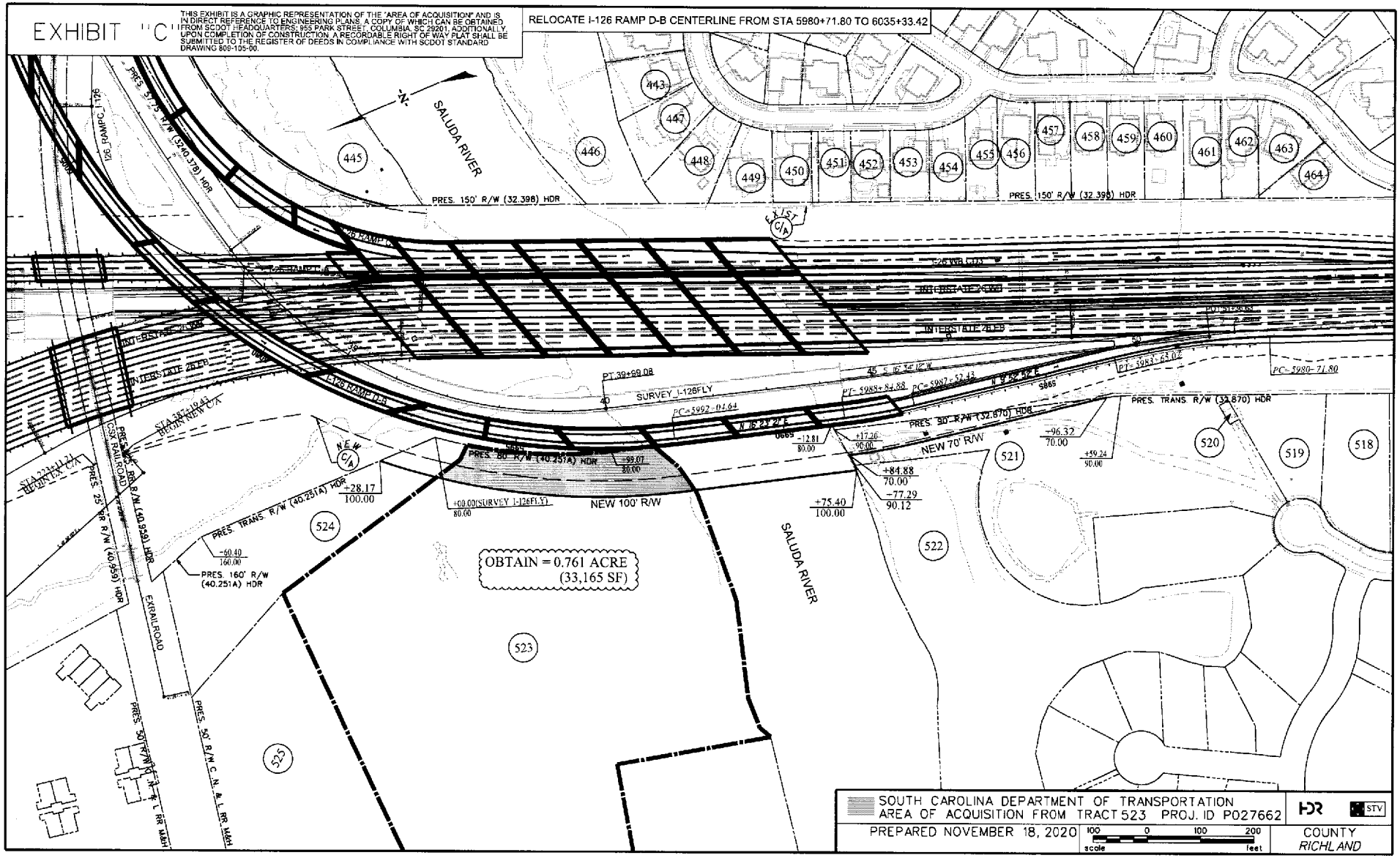


2022020657 RECORD BOOK BK21006 PG 2607

EXHIBIT "C"

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE "AREA OF ACQUISITION" AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS, A COPY OF WHICH CAN BE OBTAINED FROM SCDOT HEADQUARTERS, 955 PARK STREET, COLUMBIA, SC 29201. ADDITIONALLY, UPON COMPLETION OF CONSTRUCTION, A RECORDABLE RIGHT OF WAY PLAT SHALL BE SUBMITTED TO THE REGISTER OF DEEDS IN COMPLIANCE WITH SCDOT STANDARD DRAWING 809-105-00.

RELOCATE I-126 RAMP D-B CENTERLINE FROM STA 5980+71.80 TO 6035+33.42



SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
AREA OF ACQUISITION FROM TRACT 523 PROJ. ID P027662

HDR STV

PREPARED NOVEMBER 18, 2020

100 0 100 200
scale feet

COUNTY
RICHLAND

2022020657 RECORD BOOK BK 21006 PG 2606

EXHIBIT "D"

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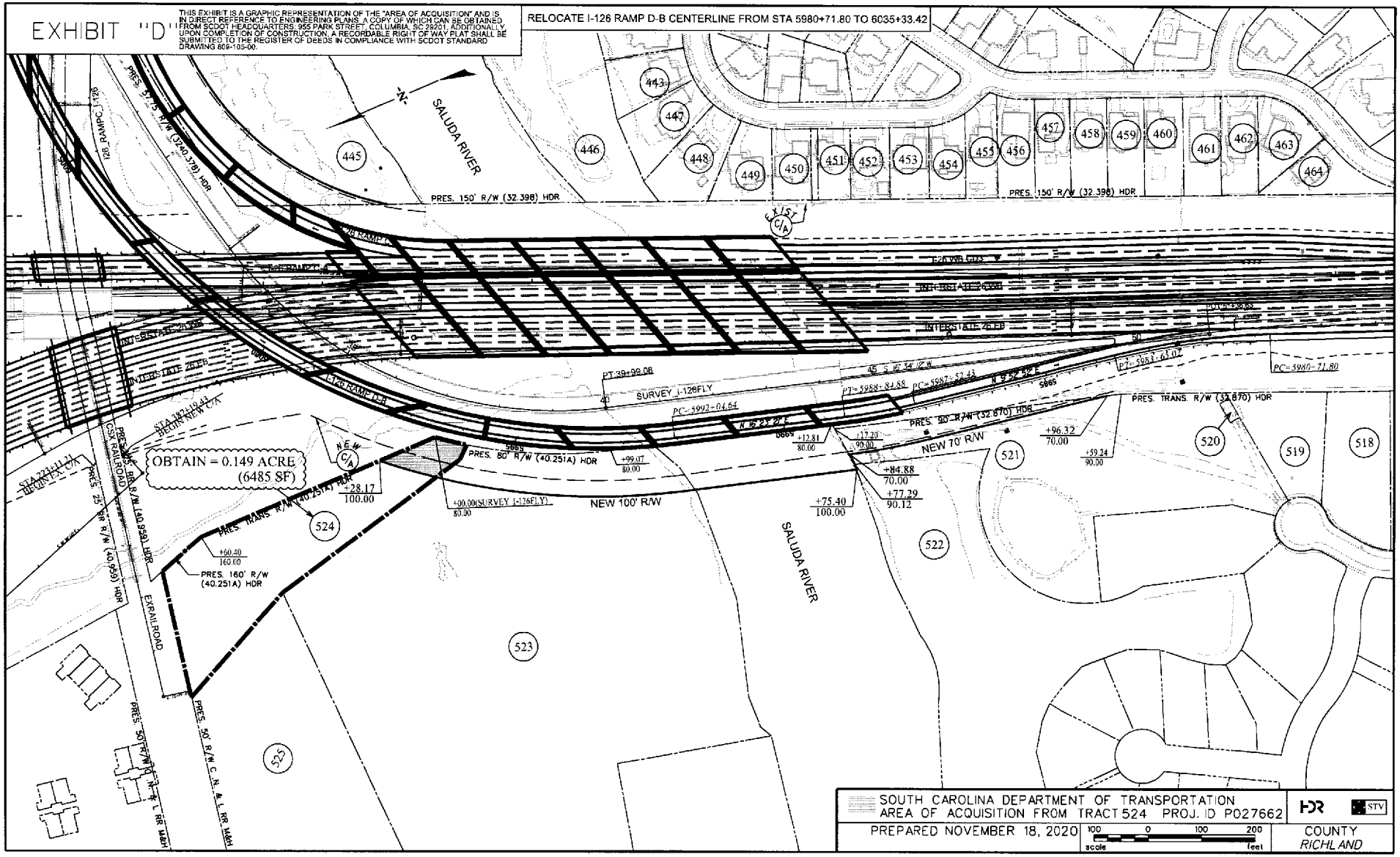
RELOCATE I-126 RAMP D-B CENTERLINE FROM STA 5980+71.80 TO 6035+33.42



SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
AREA OF ACQUISITION FROM TRACT 524 PROJ. ID P027662

HDR STV

PREPARED NOVEMBER 18, 2020

100 0 100 200
scale feet

COUNTY
RICHLAND

EXHIBIT E

PROPOSED RIGHT OF WAY ACQUISITION PLANS, APPROVED BY SCDOT ON OCTOBER 7, 2019, FOR THE I-20/I-26/I-126 FOR CAROLINA CROSSROADS PROJECT ("CCR PROJECT")

SEE SHEET 1 FOR INDEX OF SHEETS

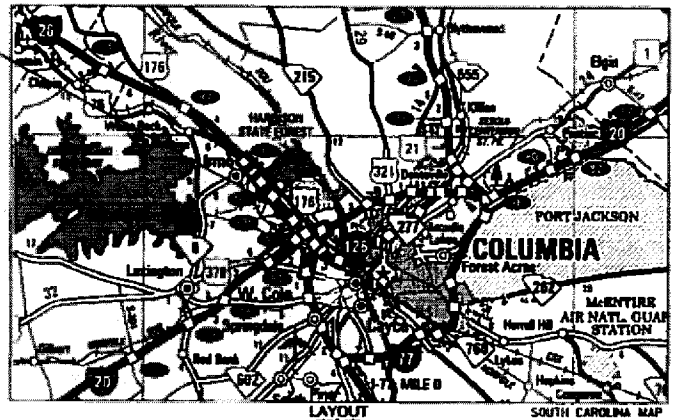
EXHIBIT E

SCDOT
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

SHEET NO.	TOTAL SHEETS
1	

PROPOSED RIGHT OF WAY ACQUISITION PLANS FOR RICHLAND/LEXINGTON COUNTIES PROJECT ID P027662 I-20/26/126

PROJECT ID P027662



LAYOUT

SOUTH CAROLINA MAP

-N-

Approximate Location of Roadway is

Begin
Latitude 34° 0' 28.8" N
Longitude 81° 47' 58.8" W

End
Latitude 34° 0' 57.6" N
Longitude 81° 5' 9.6" W

Design Reference for these plans is the:
2017
SCDOT Roadway Design Manual

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 811
SOUTH CAROLINA 811 (SC811)
WWW.SC811.COM
ALL UTILITIES MAY NOT BE A MEMBER OF SC811

RAILROAD INVOLVEMENT?
YES NO

Approved for Right Of Way Acquisition:
Consultant Engineer of Record — Date: 10/2/2019
SCDOT Mega Projects Office — Date: 10/07/2019

CONSULTING ENGINEERING FIRM
HDR
HDR ENGINEERING INC. OF THE CAROLINAS
1101 LADY STREET
SUITE 1100
COLUMBIA, SC 29201
803-254-0000

ENGINEER OF RECORD
PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION
FOR CONSTRUCTION: _____ DATE

2022020657 RECORD BOOK BK 21006 PG 2610

RIGHT-OF-WAY DATA SHEET

SCDOT

FED. ROUTE NO.	STATE	COUNTY	PROJECT ID	DESCRIPTION NO.	SHEET NO.
1	S.C.	RICHLAND	P027983	1 2002634	64

TRACT NO.	PROPERTY OWNER	TAX MAP REFERENCE	TOTAL TRACT ACRES	OBTAIN				REMAINDER LEFT ACRES *	REMAINDER RIGHT ACRES *	DATE ACQUIRED	TYPE OF INSTRUMENT	PERMISSION (YES)						REMARKS
				OUTFALL DITCH	LEFT	RIGHT	TOTAL					OUTFALL DITCH	SLOPE	DRAINAGE STRUCTURE	EROSION CONTROL	ENTRANCE CONSTRUCTION		
486	N/A																	
487	N/A																	
488	N/A																	
489	N/A																	
500	N/A																	
501	Lexington County Health Services	004587-11-039	2.165															
502	Lexington County Health Services	004587-11-015	0.430															
503	Lexington County Health Services	004587-11-038	0.543															
504	Lexington County Health Services	004587-11-037	0.580															
505	Lexington County Health Services	004587-09-050	19.250			7683 SF (0.176 AC)	8663 SF (0.207 AC)		19 079									
506	Frances Ann B McDaniel	004584-01-039	0.245			1581 SF (0.036 AC)	1581 SF (0.036 AC)		9441 SF									
507	N/A																	
508	Frances Ann B McDaniel	004584-01-039	1.770			48303 SF (1.109 AC)	48303 SF (1.109 AC)		31 705									
509	N/A	003827-03-011																
510	M T McDaniel Exempt Trust Et Al	004584-01-031	1.850			32303 SF (0.748 AC)	32303 SF (0.748 AC)		2 804									
511	Gates at Quail Hollow Homeowners Assoc	003849-01-032	15.450			34527 SF (1.387 AC)	34527 SF (1.387 AC)		14 083									
512	N/A																	
513	N/A																	
514	N/A																	
515	N/A																	
516	N/A																	
517	N/A																	
518	N/A																	
519	N/A																	
520	N/A																	
521	Gates at Quail Hollow Homeowners Assoc	003849-03-031	7.000			16475 SF (0.378 AC)	16475 SF (0.378 AC)		6 748									
522	Gates at Quail Hollow Homeowners Assoc	003849-01-046	0.610															
523	S C Electric & Gas Co	003827-11-031	57.000			33165 SF (0.761 AC)	33165 SF (0.761 AC)		67 119									
524	S C Electric & Gas Co	R27308-03-09	1.830			6468 SF (0.148 AC)	6468 SF (0.148 AC)		3 721									
525	N/A																	
526	Lexington Green Homeowner Property Regime	UNKNOWN	13.230			831 SF (0.019 AC)	831 SF (0.019 AC)		10 312									
527	N/A																	
528	S & S Banquet LLC	R08811-02-05	1.000			5186 SF (0.119 AC)	5186 SF (0.119 AC)		0 000									
529	Readers Petroleum Inc	R05916-10-01	0.535			535 SF (0.011 AC)	535 SF (0.011 AC)		9 515								YES	
530	Bright-Meyers Bush River Association LP	003827-07-025	5.565			1881 SF (0.043 AC)	1881 SF (0.043 AC)		9 552									
531	Bright-Meyers Bush River Association LP	003827-07-046	0.793			918 SF (0.021 AC)	918 SF (0.021 AC)		6 770									
532	Wal-Mart Real Estate Business Trust	003827-07-045	25.434															
533	N/A																	
534	N/A																	
535	N/A																	
536	N/A																	
537	N/A																	
538	Audubons Development Corporation	003827-08-014	4.147		313 SF (0.007 AC)		313 SF (0.007 AC)	4 147										
539	City Fuel & Food Inc	003827-08-011	0.980		600 SF (0.013 AC)		600 SF (0.013 AC)	0 967										
540	Jaydev Hospitality LLC	R05000-03-03	2.000		1837 SF (0.042 AC)	1843 SF (0.042 AC)	3680 SF (0.084 AC)		1 826									REMAINDER R1 = TOTAL REMAINDER

DATE	TRACT(S)	ISSUED FOR
3/19/2019	519 517	ROW ACQUISITION
9/24/2019	523 527	ROW ACQUISITION
10/1/2019	526 539	ROW ACQUISITION
11/4/2019	531	ROW ACQUISITION
11/6/2019	529 537	ROW ACQUISITION
11/12/2019	534 540	ROW ACQUISITION
1/13/2020	535 536 532	ROW ACQUISITION
2/7/2020	535 533 531 540 549	REVISED TOTAL TRACT SIZE TO SHOW 3 DECIMAL PLACES
2/12/2020	534 537 519 517 524 525 529 535 531 540	UPDATED LEFT/RIGHT OBTAIN TO MATCH TOTAL OBTAIN FOR CONSISTENCY BY ADJUSTING ROUNDING METHOD
3/7/2020	533	ROW ACQUISITION
5/13/2020	532	TO SHOW TO OBTAIN
11/2/2020	527	REVISED OBTAIN
4/6/2021	536	REVISED OBTAIN

R/W NOTE:
THE DEPARTMENT WILL UTILIZE THE PRESENT RIGHT OF WAY AS SHOWN BELOW EXCEPT AS OTHERWISE SHOWN ON PLANS

ROAD / ROUTE #	FILE #	R/W WIDTH	YEAR ADDED

NOTES:
A. SHOWN REMAINDER IN SQUARE FEET WHEN LESS THAN 0.25 ACRE
B. SHOWN OBTAIN SQUARE FOOTAGE AS ROUNDED UP TO THE NEAREST WHOLE NUMBER

202202065 RECORD BOOK BK 2006 PG 267

Packet Pg. 567

37.b

RIGHT-OF-WAY DATA SHEET

SCDOT

FED. AID (prim. proj)	STATE	COUNTY	PROJECT ID	REFERENCE NO.	SHEET NO.
0	S C	RICHLAND	P027408	1.2020657.01	0

DATE	TRACT(S)	ISSUED FOR
9/30/2019	439 440	ROW ACQUISITION
9/30/2019	442 444 445	ROW ACQUISITION
10/1/2019	404 407	ROW ACQUISITION
11/1/2019	418 419	ROW ACQUISITION
11/1/2019	433	ROW ACQUISITION
1/14/2020	432 435	TRACTS MOVED TO NEW SHEET RW 01
2/7/2020	405 406 408	REVISED TOTAL TRACT SIZE TO SHOW 3 DECIMAL PLACES
5/7/2020	408 413	UPDATED LEFT/RIGHT OBTAIN TO MATCH TOTAL OBTAIN FOR CONSISTENCY (BY ADJUSTING ROUNDING METHOD)
5/26/2020	442 444 445	REVISED TOTAL TRACT SIZE AND OBTAIN
1/27/2021	440	ADDED TEMP ROW
2/18/2021	441	ADDED TEMP ROW
3/25/2021	414	Obtain removed - tract owned by SCDOT

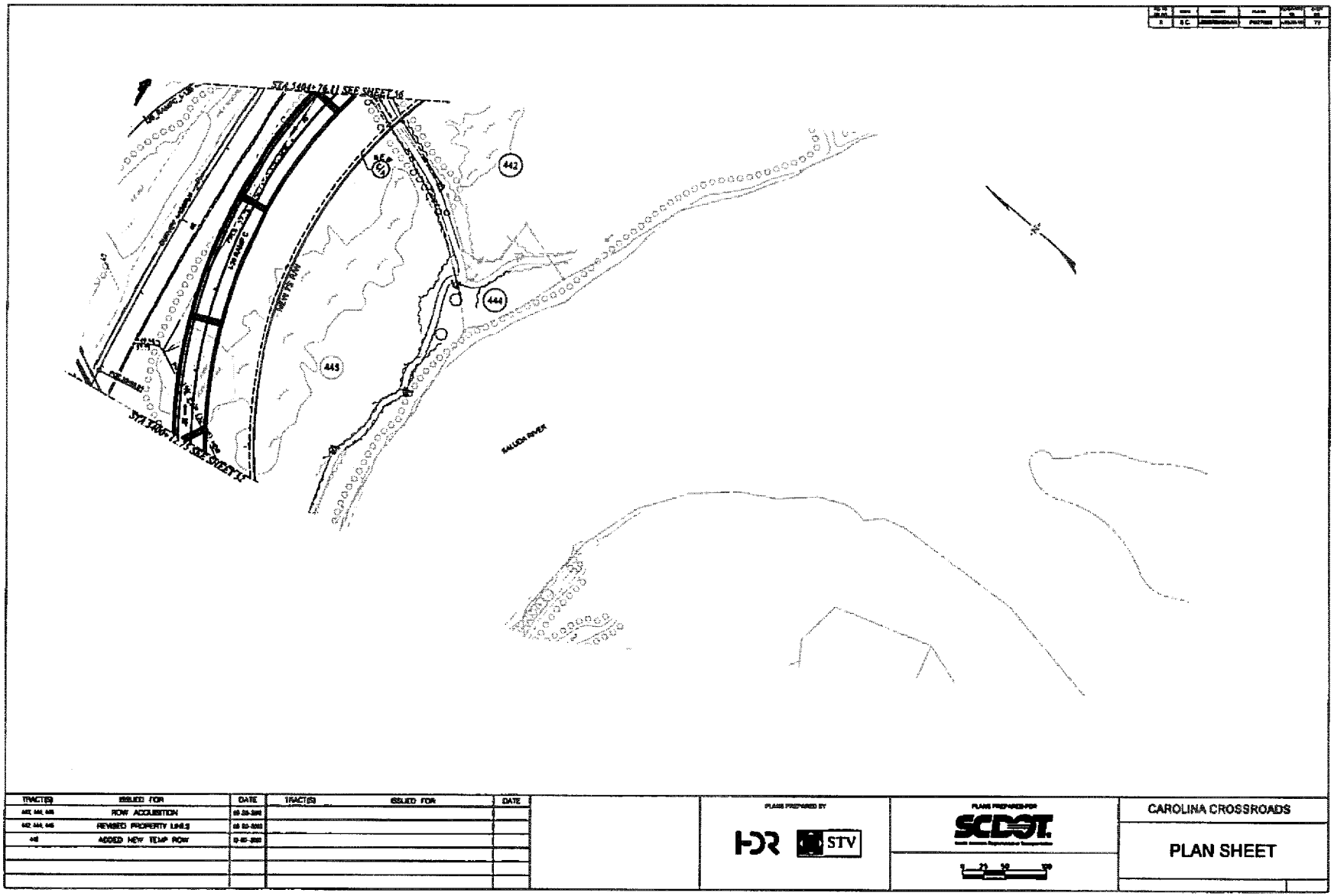
TRACT NO.	PROPERTY OWNER	TAX MAP REFERENCE	TOTAL TRACT ACRES	OBTAIN: OUTFALL DITCH	OBTAIN: LEFT	OBTAIN: RIGHT	OBTAIN: TOTAL	REMAINDER LEFT ACRES [B]	REMAINDER RIGHT ACRES [B]	DATE ACQUIRED	TYPE OF INSTRUMENT	PERMISSION (YES): OUTFALL DITCH	PERMISSION (YES): SLOPES	PERMISSION (YES): DRAINAGE STRUCTURE	PERMISSION (YES): EROSION CONTROL	PERMISSION (YES): ENTRANCE CONSTRUCTION	REMARKS
404	James E Knight and Donald L Brown Family Trust	R07302-03-03	5.860		1,13749 SF (0.642 AC)		1,13749 SF (0.642 AC)	1.035									
405	Arlene P Weedy	R07302-03-04	0.934		25459 SF (0.575 AC)		25459 SF (0.575 AC)	0.[illegible] SF									
406	Moore Tire Russell	R07302-03-05	0.939		27968 SF (0.908 AC)		27968 SF (0.908 AC)	0.[illegible] SF									
407	Claire H Reed and William H Hoover Jr	R07302-03-07	1.130		49733 SF (1.136 AC)		49733 SF (1.136 AC)	0.[illegible] SF									
408	Palmetto Health Credit Union	R07302-03-13	1.120		19408 SF (0.456 AC)		19408 SF (0.456 AC)	0.[illegible]									
409	Palmetto Health Credit Union	R07302-03-08	1.841		4774 SF (0.110 AC)		4774 SF (0.110 AC)	1.531									
410	Columbia Zen Buddhist Priory	R07302-03-09	1.210		1363 SF (0.031 AC)		1363 SF (0.031 AC)	1.179									
411	N/A		1.192														
412	Colonial Life and Accident Ins Co	R07302-04-02A	43.803		6518 SF (0.150 AC)	12766 SF (0.294 AC)	19414 SF (0.446 AC)		42.154								REMAINDER RT + TOTAL REMAINDER
413	Colonial Life and Accident Ins Co	R07302-04-02A	42.600		2047 SF (0.052 AC)	2347 SF (0.053 AC)	2347 SF (0.053 AC)		42.548								
414	SCHD	R07302-07-01	0.740														Obtain Removed - tract owned by SCDOT
415	N/A																
416	N/A																
417	N/A																
418	N/A																
419	N/A																
420	N/A																
421	N/A																
422	N/A																
423	N/A																
424	N/A																
425	N/A																
426	N/A																
427	N/A																
428	N/A																
429	N/A																
430	N/A																
431	N/A																
432	N/A																
433	N/A																
434	N/A																
435	N/A																
436	N/A																
437	N/A																
438	N/A																
439	N/A																
440	N/A																
441	David N Jordan	R07301-01-01	42.370														OBTAIN TEMPORARY RW TO 222 SF OR 0.005 AC
442	S C Electric & Gas Co	R07308-03-09	13.130			117732 SF (2.703 AC)	117732 SF (2.703 AC)		10.427								OBTAIN TEMPORARY R/W 0.007 SF OR .308 AC
443	N/A																
444	City of Columbia	R08800-03-01	9.330			2637 SF (0.060 AC)	2637 SF (0.060 AC)		9.265								
445	S C Electric & Gas Co	R07308-03-09	2.868			45078 SF (1.035 AC)	45078 SF (1.035 AC)		1.834								
446	N/A																
447	N/A																
448	N/A																

RW NOTE:
THE DEPARTMENT WILL UTILIZE THE PRESENT RIGHT OF WAY AS SHOWN BELOW EXCEPT AS OTHERWISE SHOWN ON PLANS

ROAD / ROUTE #	FILE #	R/W WIDTH	YEAR ACQ'D

NOTES:
A. SHOW REMAINDER IN SQUARE FEET WHEN LESS THAN 0.25 ACRE
B. SHOW OBTAIN SQUARE FOOTAGE AS ROUNDED UP TO THE NEAREST WHOLE NUMBER

2022020657 RECORD BOOK BK 2008 PG 2012



TRACT(S)	ISSUED FOR	DATE
442, 444, 445	ROW ACQUISITION	05-29-2020
442, 444, 445	REVISED PROPERTY LINES	05-03-2022
445	ADDED NEW TEMP ROW	12-05-2022

TRACT(S)	ISSUED FOR	DATE

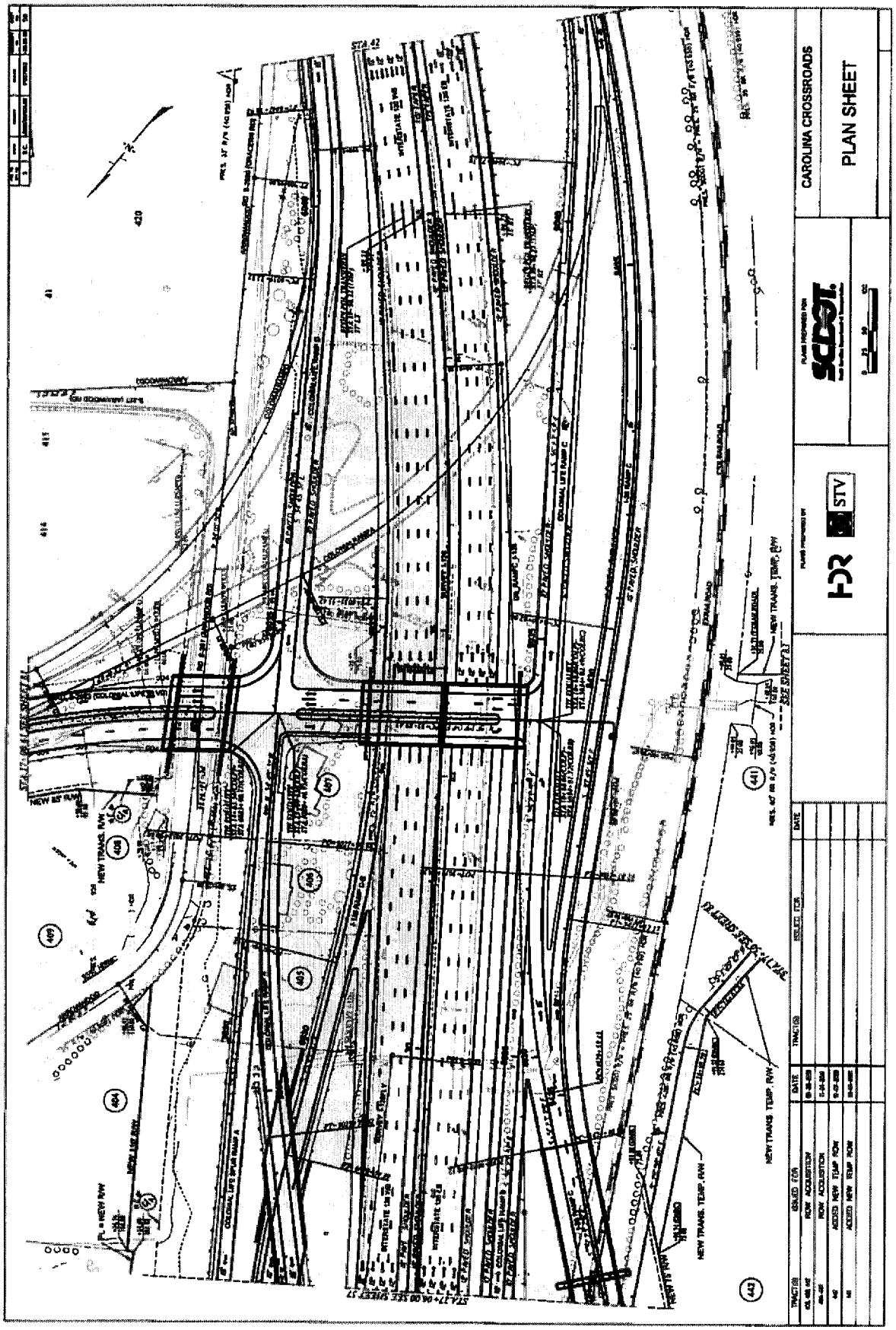
PLANS PREPARED BY: HDR STV

PLANS PREPARED FOR: SCDOT

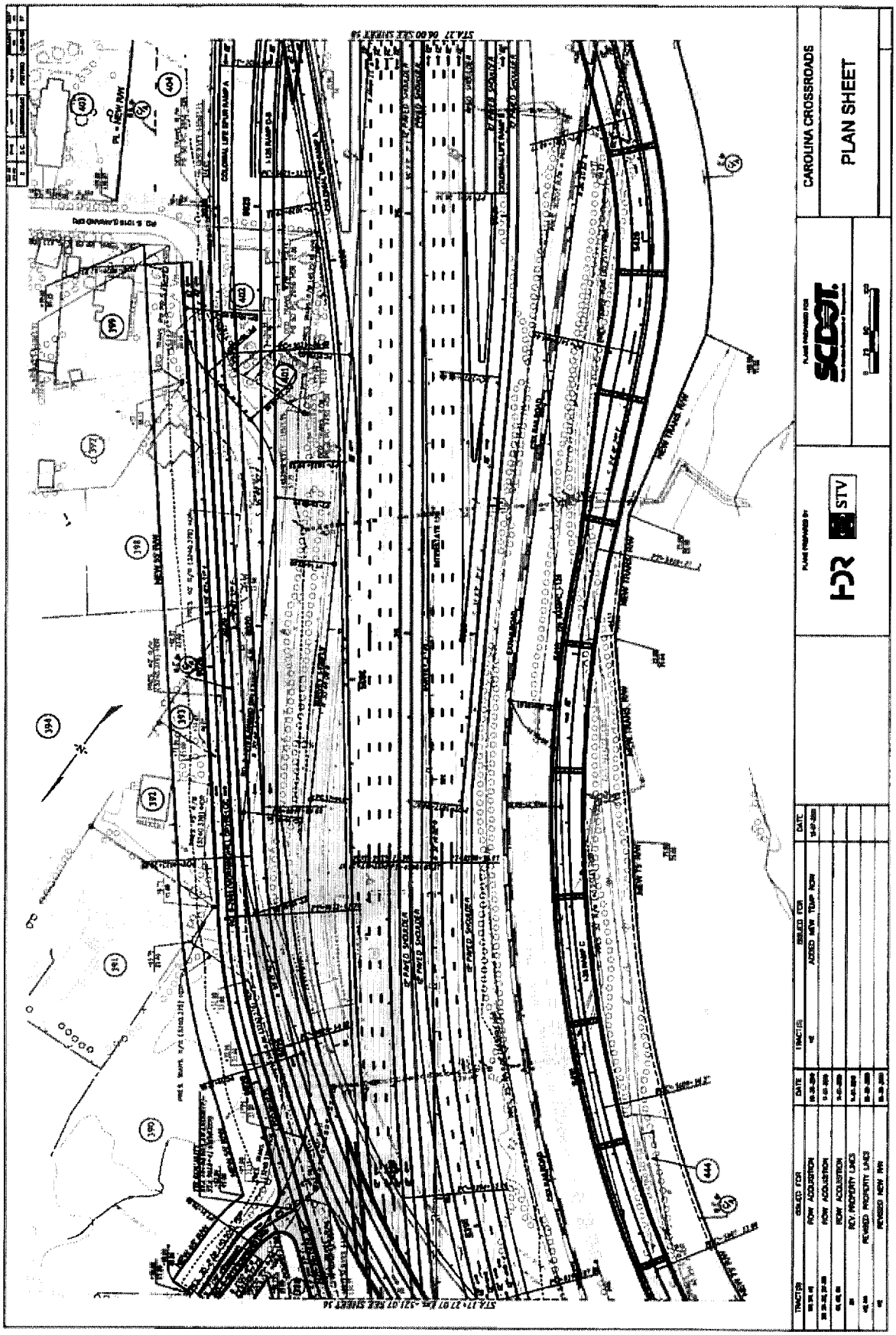
CAROLINA CROSSROADS

PLAN SHEET

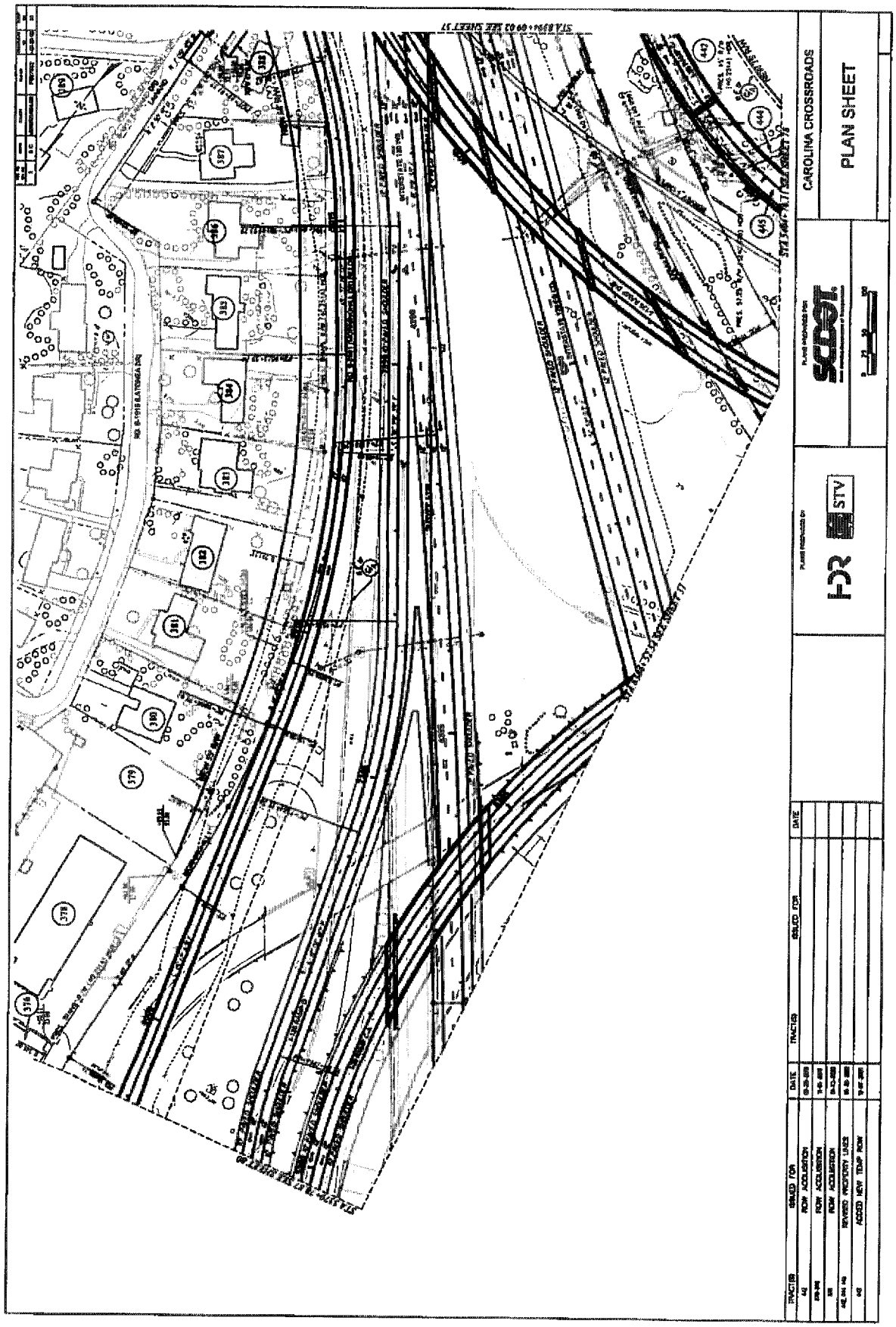
2022020657 RECORD BOOK BK 21006 PG 2013

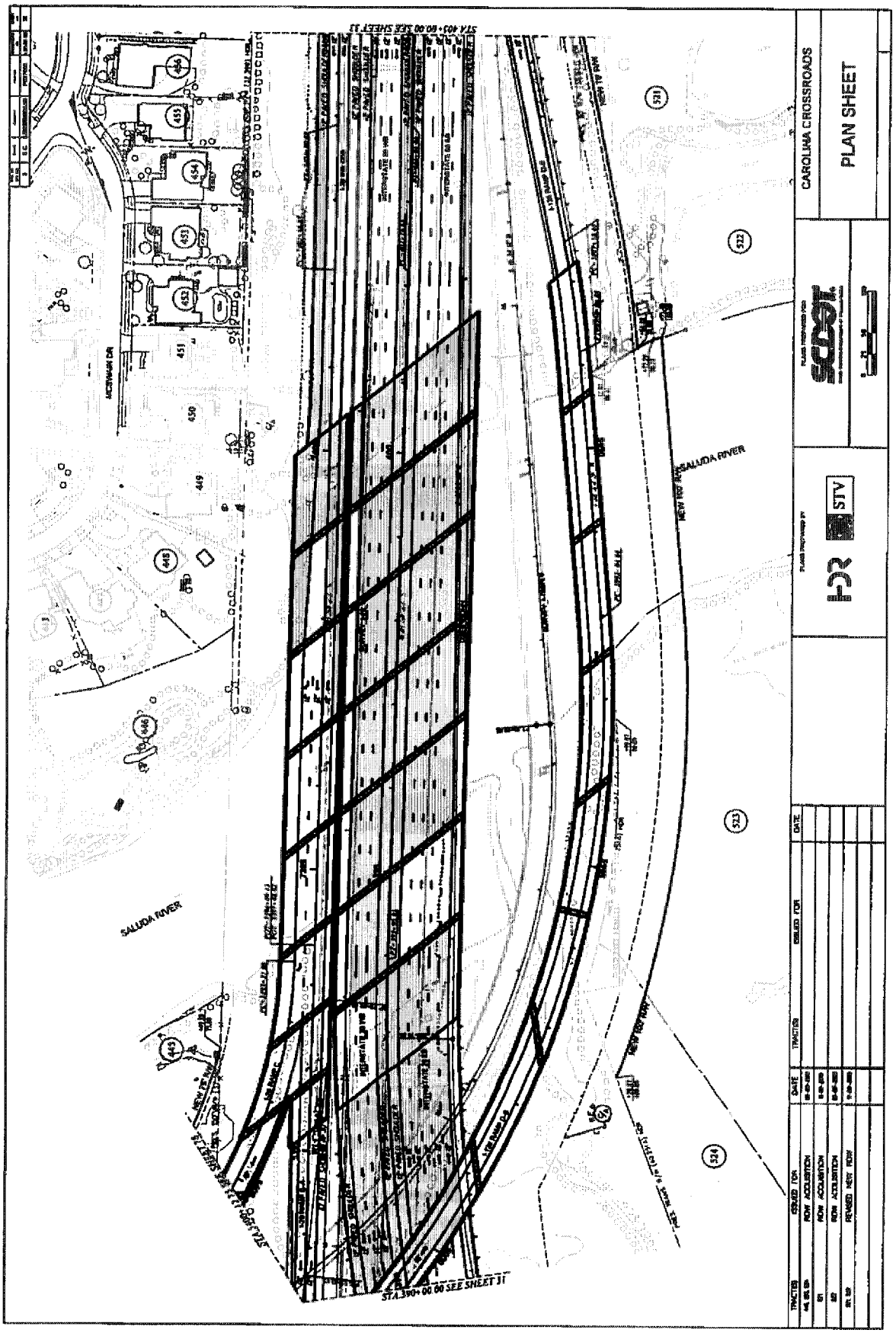


2022020657 RECORD BOOK BK 21006 PG 2614

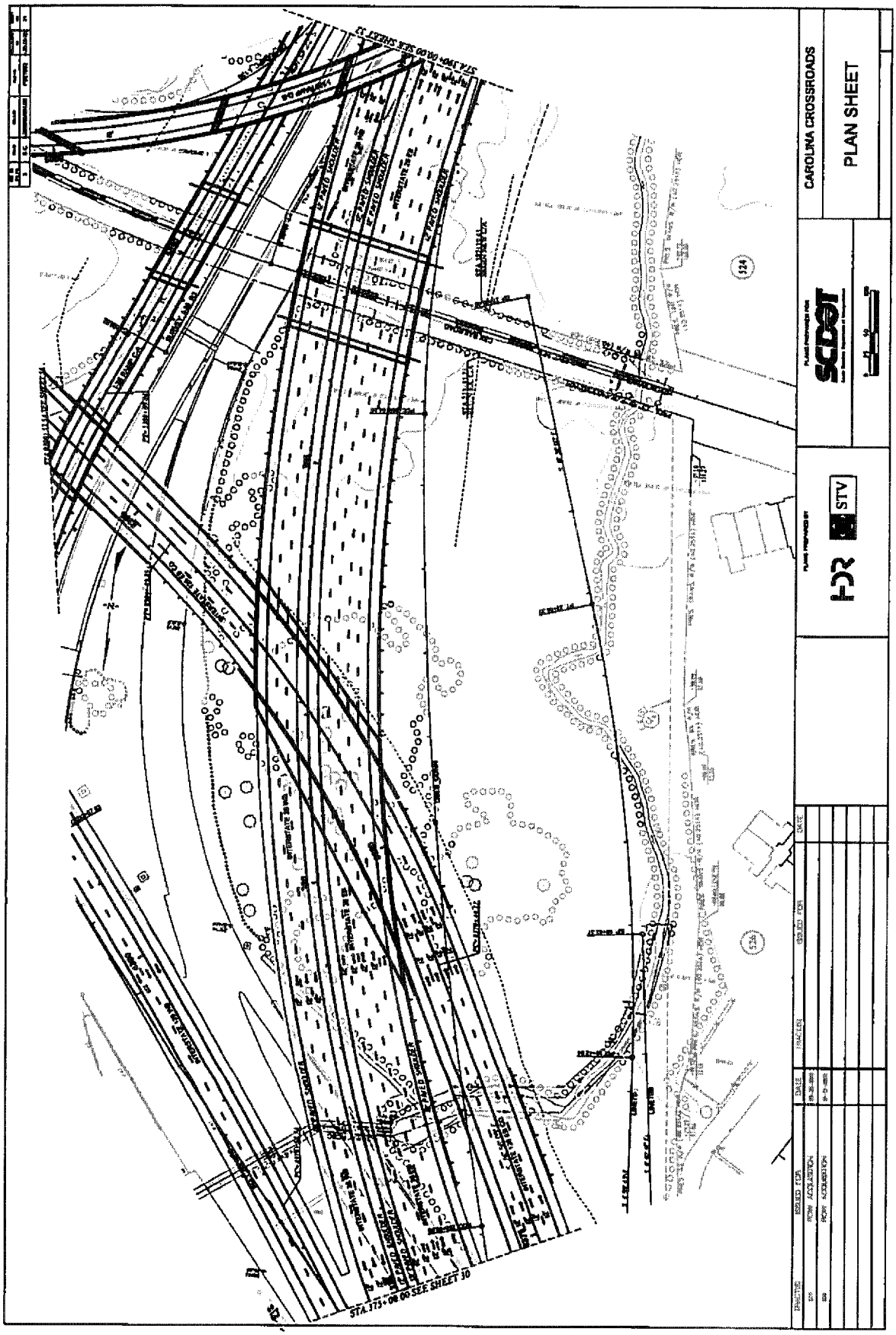


2022020657 RECORD BOOK BK 21006 PG 2615

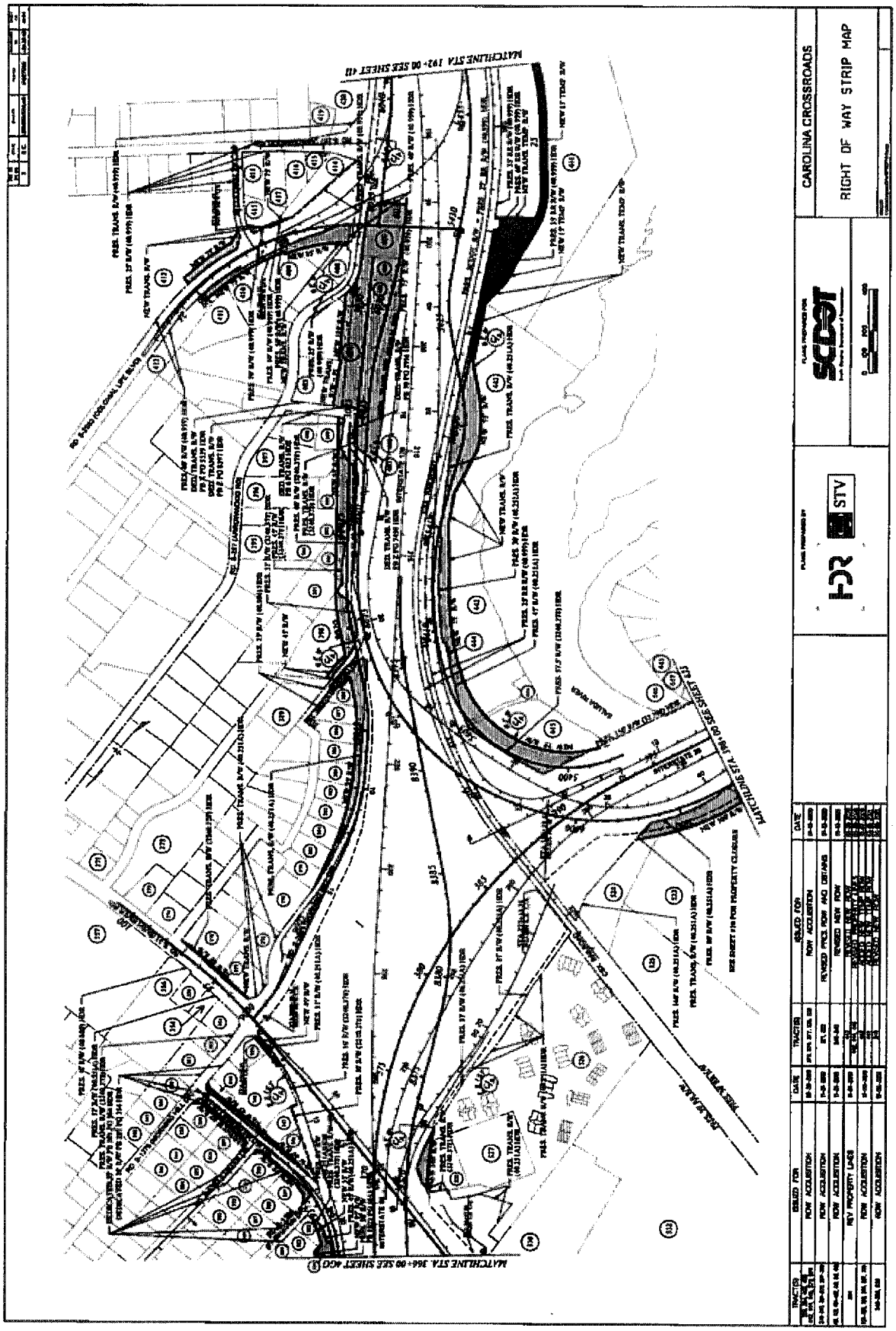

CAROLINA CROSSROADS
PLAN SHEET
STV
HDR
SCDOT



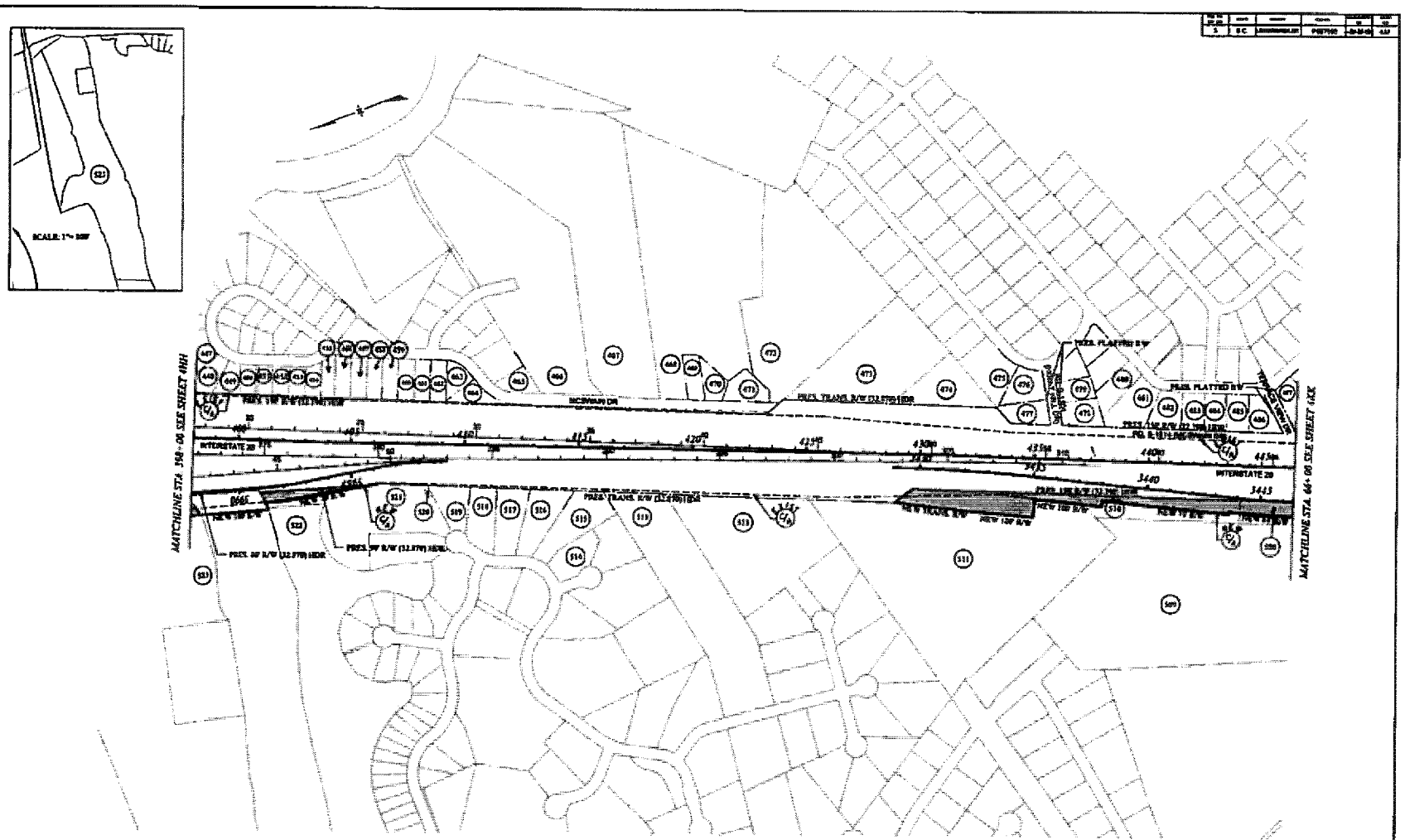
2022020657 RECORD BOOK BK 21006 PG 2617



2022020657 RECORD BOOK BK 21006 PG 2618



2022020657 RECORD BOOK BK 21006 PG 2619



TRACT(S)	ISSUED FOR	DATE	TRACT(S)	ISSUED FOR	DATE
[illegible]	ROW ACQUISITION	[illegible]			
[illegible]	ROW ACQUISITION	[illegible]			
[illegible]	CORRECTED TRACT LABEL	[illegible]			
[illegible]	ROW ACQUISITION	[illegible]			
[illegible]	REVISED NEW ROW	[illegible]			

PLANS PREPARED BY

HDR STV

PLANS PREPARED FOR

SCDOT

CAROLINA CROSSROADS

RIGHT OF WAY STRIP MAP

2022020657 RECORD BOOK BK 21006 PG 2620

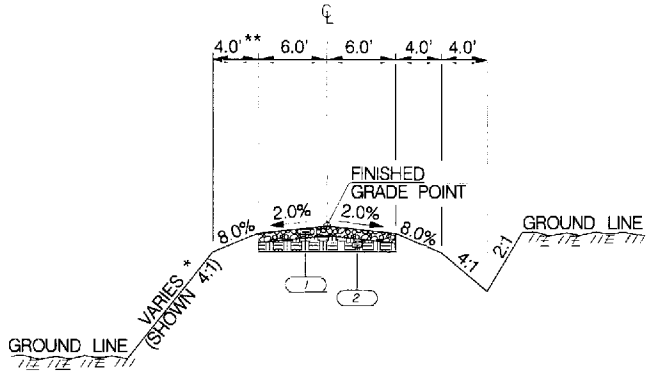
EXHIBIT F

TYPICAL SECTION DEPICTING DESIGN OF ROAD

2022020657 RECORD BOOK BK 21006 PG 2621

FED. ROAD DIV. NO.	STATE	COUNTY	PROJECT ID	STA. NO.	SHEET NO.
3	S.C.	LEXINGTON RICHLAND	XXJ000X		

EXHIBIT F



USE THIS SECTION ON:
ACCESS ROADS

NOTES:

*
- < 5.0' USE 6:1 SLOPE
  5.0' – 10.0' USE 4:1 SLOPE
- > 10.0' USE 2:1 SLOPE
  WETLAND AREAS – 2:1 SLOPE

** ADD 3.75' WHERE GUARDRAIL IS USED

DESIGN VEHICLE USED FOR ACCESS ROADS:
PASSENGER CAR AND BOAT TRAILER
(P/B IN AASHTO 2018 US)

1 6" GRADED AGGREGATE BASE COURSE
2 PROOF-ROLLED SUBGRADE

RTE.	DESIGN SPEED	
MPH	FROM STA.	TO STA.

PAVEMENT DESIGN

APPROVED BY

DATE

SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROAD DESIGN COLUMBIA, S.C.

CAROLINA CROSSROADS
I-26/I-126/I-20

TYPICAL SECTIONS

SCALE: RTE. DWG. NO.

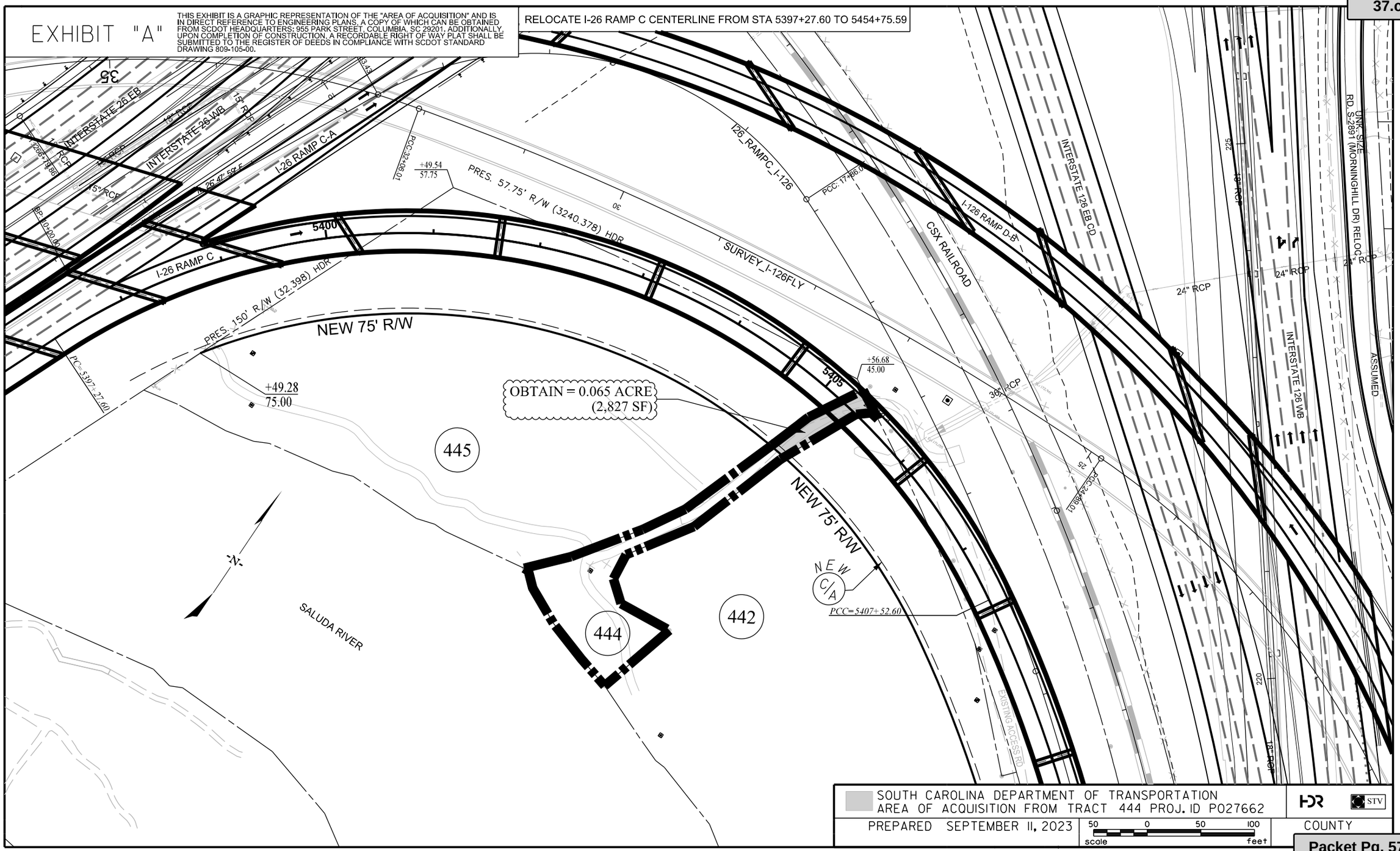
9/10/2020
RK Engineering, Inc., of The Carolinas
Carolina Crossroads_Typical Sections_PREFERRED_ALL.dgn

2022020657 RECORD BOOK BK 21006 PG 2622 (LAST PAGE)

EXHIBIT "A"

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE "AREA OF ACQUISITION" AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS. A COPY OF WHICH CAN BE OBTAINED FROM SCDOT HEADQUARTERS: 955 PARK STREET, COLUMBIA, SC 29201. ADDITIONALLY, UPON COMPLETION OF CONSTRUCTION, A RECORDABLE RIGHT OF WAY PLAT SHALL BE SUBMITTED TO THE REGISTER OF DEEDS IN COMPLIANCE WITH SCDOT STANDARD DRAWING 809-105-00.

RELOCATE I-26 RAMP C CENTERLINE FROM STA 5397+27.60 TO 5454+75.59



SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
AREA OF ACQUISITION FROM TRACT 444 PROJ. ID P027662

PREPARED SEPTEMBER 11, 2023

scale 50 0 50 100 feet

HDR STV

COUNTY

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Ordinance No.: 2024-020 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Colite Technologies, LLC, Richland County TMS # 11410-09-07)**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

PURPOSE:

Endorsed by the Economic Development and Infrastructure Committee on December 5, 2023.

ATTACHMENTS:

- **#a:** Project Briefing - Colite Technologies - ED Committee (DOCX)
- #b: 2024-020 - (Project Macon) Credit Ordinance-v2 (003) (PDF)

City Council - Project Briefing

Project Name: Project Macon

Developer: Colite Technologies

Address(s): 2405 Millwood Avenue

Council District: 2

TMS Numbers: R11410-09-07

Proposed Development: Conversion of the former Nuttall's Tire building into 15,000 sq ft of of modern workspace and warehousing facility

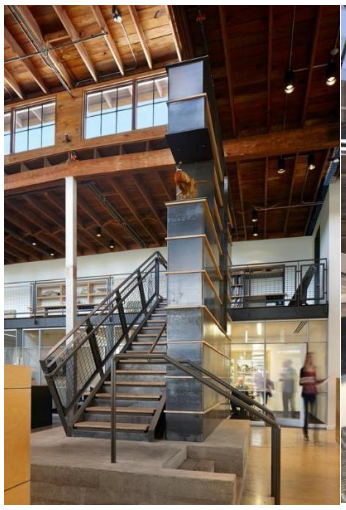
Project Investment: $3,715,000

Support Request: 35% Special Source Revenue Credit for five years

Project Summary: Colite Techologies is an engineering, procurement, and construction activities contractor dedicated to helping commercial and industrial customers incorporate sustainable energy solutions into their operations. Founded in 2018, Colite Technologies has now grown to the point where their existing headquarters space is no longer adequate to support continued progress of the company. The property at 2405 Millwood Avenue is an attractive opportunity for their business, allowing them to upfit an older warehouse building to a modern workspace and warehousing facility that would help attract and retain employees and customers.

The existing building is roughly 15,000 square feet mostly comprised of open warehouse, with about 2000 sq ft dedicated to older built in office space across two levels. Colite Technologies intends invest in the building to upgrade it to 8000 sq ft of modernized warehouse office space, with another possible conversion of 1000 sq ft of open mezzanine workspace. The remaining 7000 sq ft would remain open warehouse used for material storage to accommodate various projects during their installation cycles.

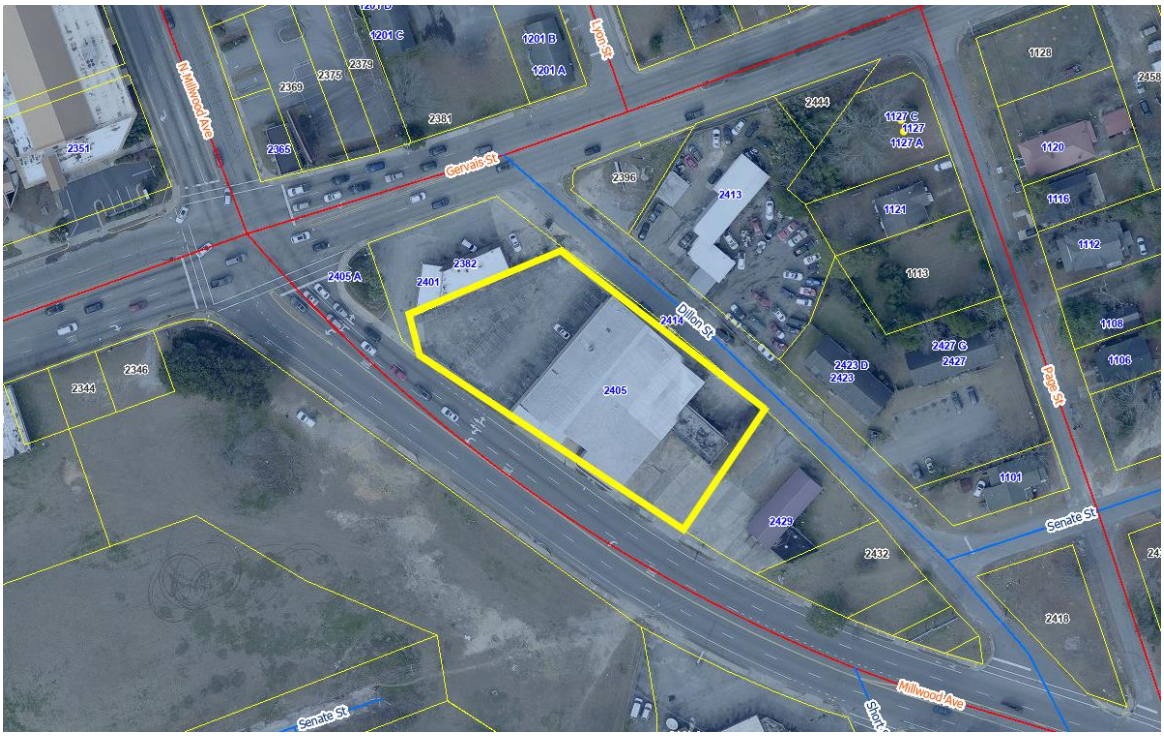











N Millwood Ave
Gervais St
Lyon St
Dillon St
Page St
Senate St
Millwood Ave
1201 C
1201 B
1201 A
2379
2375
2369
2381
2385
2351
2396
2413
2444
1127 C
1127
1127 A
1128
1120
1116
1112
1121
1113
1108
1106
2405 A
2401
2382
2414
2405
2423 D
2423
2427 G
2427
2346
2344
1101
2429
2432
2418

ORDINANCE NO.: 2024-020

Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Colite Technologies, LLC, Richland County TMS # 11410-09-07)

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the County and Fairfield County, South Carolina ("Fairfield"), entered into an Agreement for Designation of the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (the "Original Agreement"), which Original Agreement was amended and restated pursuant to the Amended and Restated Master Agreement dated as of September 1, 2018 (as so amended and restated, the "Park Agreement"); and,

WHEREAS, pursuant to Section 1.02 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinance of the County Council of the County and delivery of notice of such enlargement to Fairfield County; and,

WHEREAS, at the Company's request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project ("Property") in the Park; and,

WHEREAS, the City of Columbia, South Carolina, the municipality in which the Property is located, must consent to the expansion of the boundaries of the Park to include the Property in the Park in accordance with Section 4-1-170(C) of the Act; and,

WHEREAS, Colite Technologies, LLC ("Company") desires to renovate and repurpose a property located at 2405 Millwood Avenue within the County ("Project"), consisting of taxable investments in real and personal property of not less than $2,500,000, along with the creation of 75 new full-time jobs; and,

WHEREAS, the County has agreed to offer an Infrastructure Credit Agreement between the County and the Company, the final form of which is attached as Exhibit A ("Agreement"), to provide Infrastructure Credits against certain of the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure;

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2024 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Property in the Park and delivery of written notice to Fairfield, pursuant to the Park Agreement; provided, the Property shall not be removed from the Park for so long as the Company is receiving Credits as a result of inclusion of the Property within the Park.

LEGAL DEPARTMENT DRAFT

2. The County's approval, execution and delivery of the Credit Agreement with the Company related to the Project.

3. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

4. Approval of this Ordinance is limited to approval of the matters covered herein and does not constitute a City development approval nor does it alter any other City regulatory permitting requirements that may be applicable to the Project.

5. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed and if any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

LEGAL DEPARTMENT DRAFT

EXHIBIT A
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land together with improvements thereon, situate, lying and being in Richland County, South Carolina, being shown on a plat prepared for H. Gordon Nuttall by Michael T. Arant dated January 7,1999 and recorded January 11, 1999 in Book R269, at Page 2273 in the Office of the Richland County RMC. Said latter plat is incorporated herein by reference thereof for a more complete and accurate description. All measurements being a little more or less.

TMS Number: R11410-09-07

LEGAL DEPARTMENT DRAFT

Requested by:

Assistant City Manager Palen

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Introduced:
Final Reading

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Resolution No.: R-2024-014 - Approval for Acceptance of 0.524 Acre and the New Colonial Life Sewer Pump Station from the South Carolina Department of Transportation for the Carolina Crossroads Project along I-126 at Lawand Drive and Arrowwood Road (Tracts 404 and 405); Richland County TMS# 07302-05-03; CF#250-631; Project ID# P027662**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

ATTACHMENTS:

- **#a:** R-2024-014 - App for Acquisition of Colonial Life Sewer Pump Station Site (PDF)
- #b: 2024-014 - Exhibit - Tract_404_ROW_Exhibit_Quitclaim_DRAFT (PDF)

RESOLUTION NO.: R-2024-014

Approval for Acceptance of 0.524 Acre and the New Colonial Life Sewer Pump Station from the South Carolina Department of Transportation for the Carolina Crossroads Project along I-126 at Lawand Drive and Arrowwood Road (Tracts 404 and 405); Richland County TMS#07302-05-03; CF#250-631; Project ID# P027662

WHEREAS, the City of Columbia (the "City") entered into a mutual agreement with the South Carolina Department of Transportation for participating in all transactions involving City utilities for the Carolina Crossroads major road improvements projects along I-126, I-26 and I-20; and

WHEREAS, the City owns the former site of the Colonial Life Sewer Pump Station on Lawand Drive, identified as TMS#07302-05-08 (Tract 401) and shown on drawings for the Carolina Crossroads I-126 project. The sewer pump station has been abandoned and a new sewer pump station constructed by SCDOT under the guidance and inspection of the City on Richland County TMS#07302-05-03, identified as Tract 405; and

WHEREAS, the new Colonial Life Sewer Pump Station has been placed in operation by the City; and

WHEREAS, the South Carolina Department of Transportation has finalized this section of the project and has made a request for the City of Columbia to accept a quitclaim deed for a total of 0.524 acre (comprised of Tracts 404, 0.453 acre and 405, 0.071 acre), the sewer pump station with all equipment and appurtenances for operation and maintenance; *NOW, THEREFORE,*

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2024, for and in consideration of the sum of One ($1.00) Dollar and conveyance of Tract 401 to the South Carolina Department of Transportation, the receipt of which is hereby acknowledged, the City Manager is hereby authorized to accept a quitclaim deed for 0.524 acres (comprised of Tract 404 containing 0.453 acre and Tract 405 containing 0.071 acre), the sewer pump station with all equipment and appurtenances for operation and maintenance on behalf of the City of Columbia as shown on drawings for Carolina Crossroads I-126 and being on file in the office of the Department of Engineering under CF#250-631. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

LEGAL DEPARTMENT DRAFT

Requested by:

ACM Shealy

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Mayor

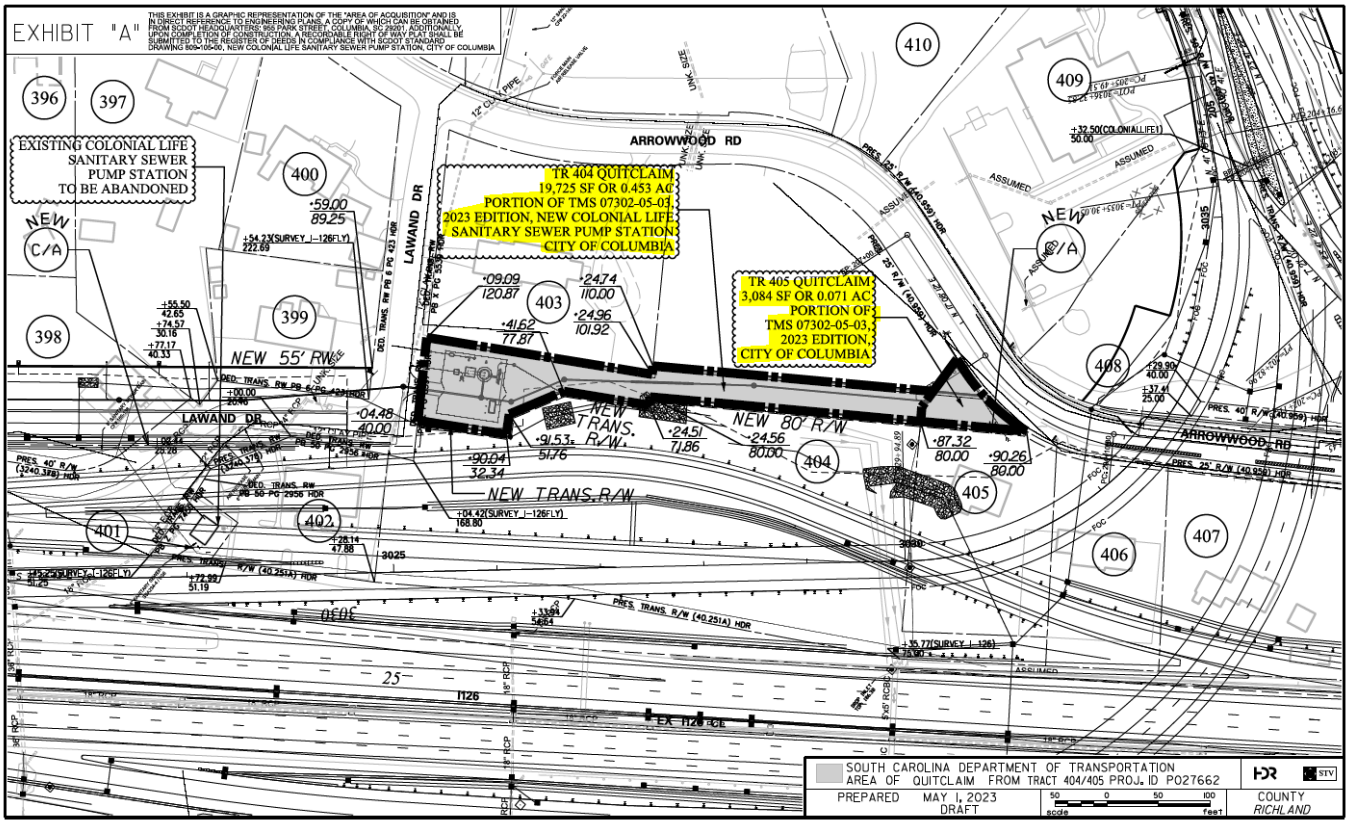
ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

EXHIBIT "A"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EXISTING COLONIAL LIFE SANITARY SEWER PUMP STATION TO BE ABANDONED
TR 404 QUITCLAIM 19,725 SF OR 0.453 AC PORTION OF TMS 07302-05-03, 2023 EDITION, NEW COLONIAL LIFE SANITARY SEWER PUMP STATION CITY OF COLUMBIA
TR 405 QUITCLAIM 3,084 SF OR 0.071 AC PORTION OF TMS 07302-05-03, 2023 EDITION, CITY OF COLUMBIA
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LAWAND DR
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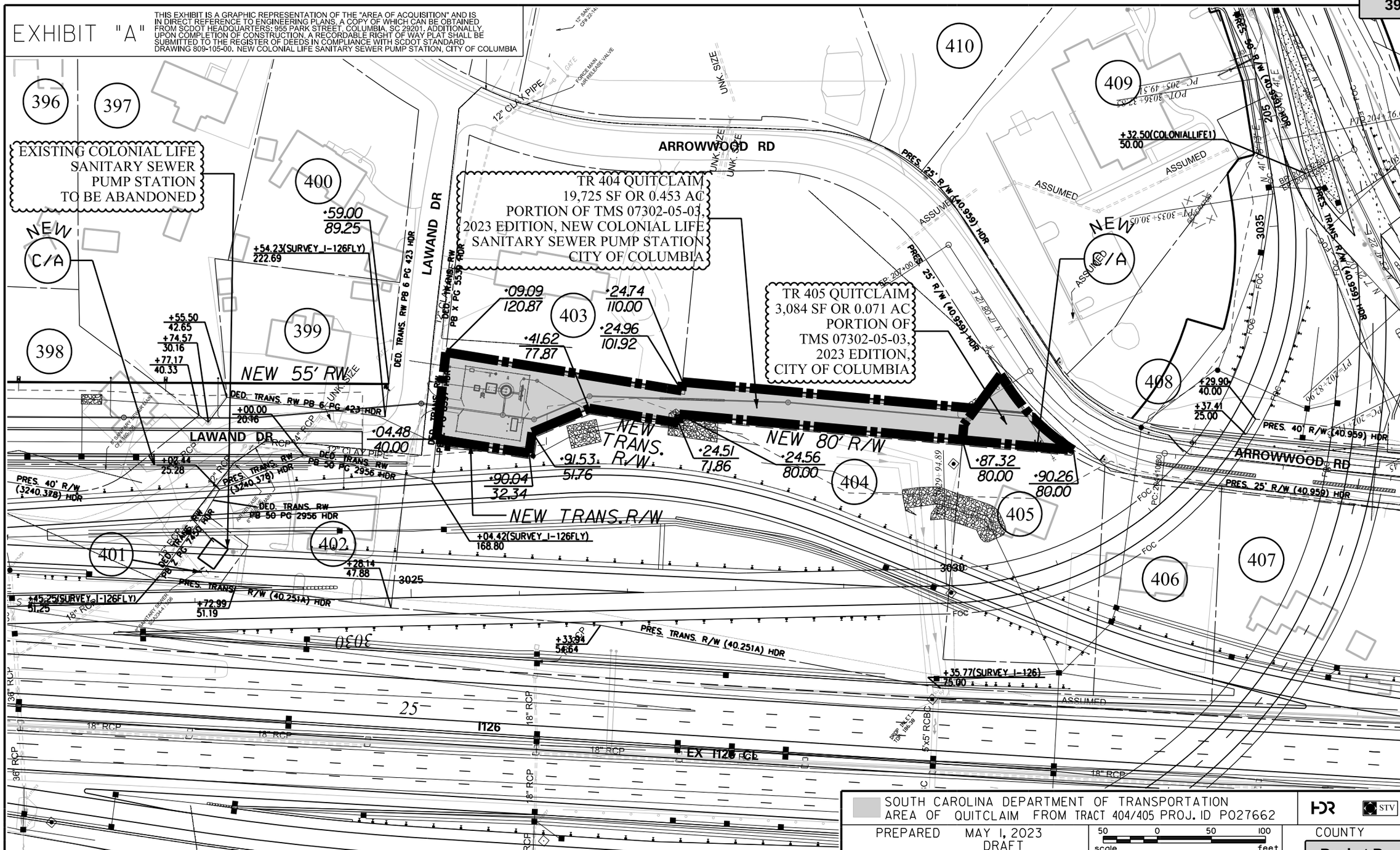
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
AREA OF QUITCLAIM FROM TRACT 404/405 PROJ. ID P027662
PREPARED MAY 1, 2023
DRAFT
COUNTY RICHLAND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AREA OF QUITCLAIM FROM TRACT 404/405 PROJ. ID P027662
PREPARED MAY 1, 2023
DRAFT
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PAGE ____ OF ____

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Resolution No.: R-2024-001 - Authorizing consumption of beer and wine only at the Main Street Jazz Fest powered by ColaJazz in the 1700 block of Main Street between Laurel Street and Blanding Street on Saturday, May 11, 2024 with a rain contingency date of Saturday, May 18, 2024**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

ATTACHMENTS:

- **#a:** R-2024-001 - ColaJazzFest (May 11)(PDF)
- #b: Resolution Request (PDF)

RESOLUTION NO.: R-2024-001

Authorizing consumption of beer and wine only at the Main Street Jazz Fest powered by ColaJazz in the 1700 block of Main Street between Laurel Street and Blanding Street on Saturday, May 11, 2024 with a rain contingency date of Saturday, May 18, 2024

WHEREAS, the ColaJazz Foundation ("Sponsor") is hosting the Main Street Jazz Fest on Saturday, May 11, 2024 from 2:00 p.m. until 9:00 p.m. with a rain contingency date of May 18, 2024 ; and,

WHEREAS, theColaJazz Foundation has requested permission for the temporary closing and use of the 1700 block of Main Street between Laurel Street and Blanding Street for Main Street Jazz Fest from 6:00 a.m. until 11:45 p.m. for preparation and staging of the area for an outdoor event to be held between 2:00 p.m. until 9:00 p.m., and for patrons to consume beer and wine beverages only on Saturday May 11, 2024, 2024 from 2:00 p.m. until 8:30 p.m. with a rain contingency date of Saturday, May 18, 2024; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the 1700 block of Main Street between Laurel Street and Blanding Street for Main Street Jazz Fest, 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, May 11, 2024, 2:00 p.m. until 9:00 p.m. *See* Resolution No. 2021-099 (Sept. 7, 2021).

2. Organizer shall establish a boundary line around the event space at the 1700 block of Main Street between Laurel Street and Blanding 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 2:00 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 _____, 2024, that the sale of beer and wine beverages only in plastic containers or cans only is authorized on Saturday, May 11, 2024, from 2:00 p.m. until 8:30 p.m. with a rain contingency date of Saturday, May 18, 2024; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location 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 and/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 clean-up of all trash and debris within the event 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's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris 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 event area, any costs incurred by the City in removing loose trash and debris within the event 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 event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited with the exception of service animals. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated time the 1700 block of Main Street between Laurel Street and Blanding Street for Main Street Jazz Fest that serves as the designated event area, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the 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, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of courtyard/plaza area adjacent to the Museum for Main Street Jazz Fest , with the exception of any parking area and/or 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

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possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the Organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning, 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 the immediate cancellation of the event and/or a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, May 11, 2024, the 1700 block of Main Street between Laurel Street and Blanding Street shall be closed on Saturday, May 18, 2024. 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 or inclement weather date, 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

Last revised: 12/14/2023

23019472

DATE OF REQUEST: 12/13/2023

REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#): MARK RAPP
Executive Director, ColaJazz Foundation
mark@colajazz.com
1.917.455.1411
2123 College Street, Columbia, SC 29205

ESTIMATED NUMBER OF ATTENDEES ANTICIPATED: 900

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser): COLAJAZZ FEST

DATE(S) OF EVENTS: (multiple day can be on one request): MAY 11, 2024

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.): May 18, 2024

LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street): 1700 Block of Main Street between Laurel and Blanding Streets

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): 1700 Block of Main Street between Laurel and Blanding Streets

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: 6am - 11:45pm

HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*: 2:00 p.m. - 9:00 p.m.

HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES (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.)*: 1:30 p.m. - 8:30 p.m.

Do you intend to serve liquor in addition to beer and wine? Yes ☐ No ☒

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), mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202 or e-mailed to Jennifer.Hendrix@columbiasc.gov . 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.

***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. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PRHOHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine and/or liquor 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@columbiasc.gov
Legal Department – Jennifer L. Hendrix; 803-737-4242; fax 803-737-4250; Jennifer.hendrix@columbiasc.gov - resolution preparation
Parking Services – Tori Salvant; (803) 545-0287; tori.salvant@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, safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 8/18/2022

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Resolution No.: R-2024-004- Authorizing consumption of beer and wine only at the Congaree Vista Guild's Artista Vista Live on Lincoln in the 1200 block of Lincoln Street between Lady Street and Gervais Street on Sunday, April 21, 2024 with a rain contingency date of Sunday, April 28, 2024**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

ATTACHMENTS:

- **#a:** R-2024-004 - Live on Lincoln (Apr 21) (PDF)
- #b: Live on Lincoln Event Request 2024 (PDF)

RESOLUTION NO.: R-2024-004

Authorizing consumption of beer and wine only at Artista Vista's Live on Lincoln in the 1200 block of Lincoln Street between Lady Street and Gervais Street on Sunday, April 21, 2024 with a rain contingency date of Sunday, April 28, 2024

WHEREAS, the Congaree Vista Guild ("Vista") is hosting Artista Vista's Live on Lincoln in the 1200 block of Lincoln Street between Lady Street and Gervais Street on Sunday, April 21, 2024 from 5:00 p.m. until 8:00 p.m., with a rain contingency date of Sunday, April 28, 2024; and,

WHEREAS, the Vista has requested permission for the temporary closing and use of the 1200 block of Lincoln Street between Lady Street and Gervais Street from 10:00 a.m. until 10:00 p.m. for preparation and staging of the area for an outdoor event to be held between 5:00 p.m. and 8:00 p.m., and for patrons to consume beer and wine beverages on Sunday, April 21, 2024 from 5:00 p.m. until 7:30 p.m., with a rain contingency date of Sunday, April 28, 2024; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the 1200 block of Lincoln Street between Lady Street and Gervais 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 Sunday, April 21, 2024, from 5:00 p.m. until 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 1200 block of Lincoln Street between Lady Street and Gervais 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 COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC 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 COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face masks, social distancing, and frequent washing of hands.

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 10:00 a.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 _____, 2024, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 5:00 p.m. and 7:30 p.m. on April 21, 2024, with a rain contingency date of Sunday, April 28, 2024; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the sponsor 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 1200 block of Lincoln Street between Lady Street and Gervais 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 Lincoln Street between Lady Street and Gervais 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 only shall be permitted only in containers 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.

LEGAL DEPARTMENT DRAFT

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 Sunday, April 21, 2024, closed portion of the 1200 block of Lincoln Street between Lady Street and Gervais Street shall be closed on Sunday, April 28, 2024. 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

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST: 1/19/24

ESTIMATED NUMBER OF ATTENDEES ANTICIPATED: 300

REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#): Abby Anderson
abby@vistacolumbia.com
803-269-5946

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser): Artista Vista's Live on Lincoln

DATE(S) OF EVENTS: (multiple day can be on one request): Sunday, April 21, 2024

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.): April 28

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 of Lincoln Street

STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza): 1200 block of Lincoln 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: 10:00 am - 10:00pm

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)*: 5:00 - 8:00 pm

HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES
(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.)*: 5:00 - 7:30pm

Do you intend to serve liquor in addition to beer and wine? Yes ☐ No ☒

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. [illegible] to insure the public has prior notice of this restriction.

Requests should be submitted by mail, e-mail or fax at least ***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), mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202 or e-mailed to Jennifer.Hendrix@columbiasc.gov . 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.

***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. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PRHOHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine and/or liquor 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@columbiasc.gov
Legal Department – Jennifer L. Hendrix; 803-737-4242; fax 803-737-4250; Jennifer.hendrix@columbiasc.gov - resolution preparation
Parking Services – Tori Salvant; (803) 545-0287; tori.salvant@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, safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing
Last revised: 8/18/2022

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Resolution No.: R-2024-005 - Authorizing consumption of beer and wine only at The Moore Company's Spring Fling/Client Appreciation on Saturday, April 13, 2024 at the rear parking lot of 2931 Devine Street**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

ATTACHMENTS:

- **#a:** R-2024-005- Spring Fling (Apr 13) (PDF)
- #b: Spring Fling Resolution Request (PDF)

RESOLUTION NO.: R-2024-005

Authorizing consumption of beer and wine only at Spring Fling/Client Appreciation on Saturday, April 13, 2024 at the rear parking lot of 2931 Devine Street

WHEREAS, The Moore Company ("Sponsor") is sponsoring Spring Fling/Client Appreciation on Saturday, April 13, 2024 at 2931 Devine Street rear parking lot; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 10:00 a.m. until 2:30 p.m. of the 700 block of Sims Avenue between Devine Street and Kirkwood Road, for set up, clean up, and staging of the event to be held on Saturday, April 13, 2024 from 11:00 a.m. until 2:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 11:00 a.m. until 1:30 p.m.; and for crowd control and overflow; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at the 700 block of Sims Avenue between Devine Street and Kirkwood Road, 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, April 13, 2024, from 11:00 a.m. until 2:00 p.m. *See* Resolution No. 2021-099 (Sept. 7, 2021).

2. Organizer shall establish a boundary line around the event space at the 700 block of Sims Avenue between Devine Street and Kirkwood Road, 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 11:00 a.m. until 2:00 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 _____, 2024, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 11:00 a.m. and 1:30 p.m. on Saturday, April 13, 2024; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the sponsor 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 700 block of Sims Avenue between Devine Street and Kirkwood Road, 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.

LEGAL DEPARTMENT DRAFT

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 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

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST: 2/7/24

REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#): Graeme Moore gmoore@themoorecompany.com 803 · 378 · 3492

ESTIMATED NUMBER OF ATTENDEES ANTICIPATED: 15 - 150

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser): Spring Fling / client appreciation

DATE(S) OF EVENTS: (multiple day can be on one request): 4/13/24

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.): NA

LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street): 2931 Devine Street (rear parking lot) faces Sims Ave ↙

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): From stoplight on Sims to Speed bump next to Lutheran church + playground, in front of 719 Sims.

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: 10am - 2:30 pm

HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*: 11am - 2pm

HOURS OF SERVICE OF BEER/WINE/**LIQUOR** BEVERAGES (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.)*: See Craft and draft for service information - Kellan Monroe 803. 407. 8944

Do you intend to serve liquor in addition to beer and wine? Yes ☐ No ☒

**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 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.). 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.

***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. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PRHOHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine and/or liquor 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@columbiasc.gov
Legal Department – Jennifer L. Hendrix; 803-737-4242; fax 803-737-4250; Jennifer.hendrix@columbiasc.gov - resolution preparation
Parking Services – Tori Salvant; (803) 545-0287; tori.salvant@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, safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 8/18/2022

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Resolution No.: R-2024-006 - Authorizing consumption of beer, wine and liquor at South Carolina Pride: Outfest 2024 in the 1200 block of Park Street between Gervais Street and Lady Street on Saturday, June 1, 2024**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

ATTACHMENTS:

- **#a:** R-2024-006 Outfest (June 1) (PDF)
- #b: SC Pride OUTfest 2024 Resolution (PDF)

RESOLUTION NO.: R-2024-006

Authorizing consumption of beer, wine and liquor at South Carolina Pride: Outfest 2024 in the 1200 block of Park Street between Gervais Street and Lady Street on Saturday, June 1, 2024

WHEREAS, SC Pride ("Sponsor") is sponsoring South Carolina Pride: Outfest 2024 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 1, 2024; 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 7:00 a.m. until 11:59 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 liquor, beer and wine beverages during the event hours of 12:00 p.m. until 9:30 p.m. on Saturday, June 1, 2024.; 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 1, 2024, 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

LEGAL DEPARTMENT DRAFT

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 _____, 2024, that the sale of liquor, beer and wine beverages in plastic containers or cans only is authorized between the hours of 12:00 p.m. and 9:30 p.m. on Saturday, June 1, 2024; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of liquor, beer and wine beverages unless the appropriate permits or licenses, if required are issued by the SCDOR and 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 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 liquors or alcoholic beverages is deemed to the site of a public festival at which liquor, 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 liquor, beer and/or wine beverages. Possession and consumption of liquor, 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.

LEGAL DEPARTMENT DRAFT

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 1, 2024, 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 liquor, 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

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST: February 7, 2024

ESTIMATED NUMBER OF ATTENDEES ANTICIPATED: 5,000

REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#): Justin Wise
South Carolina Pride Movement
festivals@scpride.org
(803) 533-8133

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser): South Carolina Pride: OUTFest 2024

DATE(S) OF EVENTS: (multiple day can be on one request): June 1, 2024

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.): N/A

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 of Park Street between Lady Street and Gervais Street

STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza): 1200 Block of Park Street between Lady Street and Gervais 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: June 1, 2024 7:00 AM to 11:59 PM

HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*: June 1, 2024 12:00 PM to 10:00 PM

HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES (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.)*: June 1, 2024 12:00 PM to 10:00 PM

Do you intend to serve liquor in addition to beer and wine? Yes ☑ No ☐

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), mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202 or e-mailed to Jennifer.Hendrix@columbiasc.gov . 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.

***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. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PRHOHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine and/or liquor 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@columbiasc.gov
Legal Department – Jennifer L. Hendrix; 803-737-4242; fax 803-737-4250; Jennifer.hendrix@columbiasc.gov - resolution preparation
Parking Services – Tori Salvant; (803) 545-0287; tori.salvant@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, safety protocol
Police Department Special Operations - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing
ast revised: 8/18/2022

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Resolution No.: R-2024-010 - Authorizing consumption of beer and wine only at Group Therapy's Taco Therapy at the 2100 block of Greene Street and 700 and 800 blocks of Pavilion Avenue on Saturday, April 13, 2024 with a rain contingency date of Sunday, April 14, 2024**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

ATTACHMENTS:

- **#a:** R-2024-010- Taco Therapy (Apr 13) (PDF)
- #b: Taco Therapy Event Request 2024 (PDF)

RESOLUTION NO.: R-2024-010

Authorizing consumption of beer and wine only at Taco Therapy at the 2100 block of Greene Street and 700 and 800 blocks of Pavilion Avenue on Saturday, April 13, 2024 with a rain contingency date of Sunday, April 14, 2024

WHEREAS, Group Therapy (hereinafter "Sponsor" or "Organizer") is sponsoring Taco Therapy on Saturday, April 13, 2024 from 2:00 p.m. until 8:00 p.m. at the 2100 block of Greene Street and 700 and 800 blocks of Pavilion Avenue; and

WHEREAS, the Sponsor has requested permission for the temporary closing of the 2100 block of Greene Street with the exception of one car width lane for USPS to access their facility and the 700 and 800 blocks of Pavilion Avenue from 7:00 a.m. until 10:00 p.m. for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held on Saturday, April 13, 2024, between 2:00 p.m. and 8:00 p.m.; and for patrons to consume beer and wine only at the event during the hours of 2:00 p.m. and 7:30 p.m., with a rain contingency date of Sunday, April 14, 2024; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited at the 2100 block of Greene Street and the 700 and 800 blocks of Pavilion Avenue on Saturday, April 13, 2024 from 2:00 p.m. until 8:00 p.m. 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.

2. The Organizer shall establish a boundary line around the event space at the 2100 block of Greene Street and the 700 and 800 blocks of Pavilion Avenue; 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, the 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 COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC 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).

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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 is required to 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 the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends 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 of Columbia 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 restroom 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 of 2:00 p.m. and 8:00 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 _____, 2024, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 2:00 p.m. and 7:30 p.m. on Saturday, April 13, 2024, with a rain contingency date of Sunday, April 14, 2024; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Sponsor 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 clean-up of all trash and debris within the event 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's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and

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debris 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 event area, any costs incurred by the City in removing loose trash and debris within the event 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 event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets with the exception of dogs including cats, horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated time from 2:00 p.m. until 8:00 p.m. on Saturday, April 13, 2024, the 2100 block of Greene Street and the 700 and 800 blocks of Pavilion Avenue serve as the designated event area, 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 the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the 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, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the 2100 block of Greene Street and the 700 and 800 blocks of Pavilion Avenue 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 to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning 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 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, April 13, 2024, closed portion of the 2100 block of Greene Street and the 700 and 800 blocks of Pavilion Avenue shall be closed on Sunday, April 14, 2024. 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.

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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 or inclement weather date, 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

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Last revised: 2/13/2024
24020217

DATE OF REQUEST	02/13/2024
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Lauren Greenlee (803)-876-9116 laurengreenlee7@gmail.com
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	2nd Annual Taco Therapy, Fundraising Festival
DATE(S) OF EVENTS: (multiple day can be on one request)	04/13/2024
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.)	04/14/2024
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	2100 Block of Greene Street 700 Block of Pavillion Ave 800 Block of Pavillion Ave
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)	2100 Block of Greene Street, 700 Block of Pavillion Ave, 800 Block of Pavillion Ave with the exception of one car-width lane for USPS to access their facility.
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP	7am- 10pm for 2100 Block of Greene Street, 700 Block of Pavillion Ave, 800 Block of Pavillion Ave with the exception of one car-width lane for USPS to access their facility.
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	2pm-8pm
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.)*	2:00pm- 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 PRHOHIBITED.**

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

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Resolution No.: R-2024-013 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA's Arts and Draughts on Friday, April 12, 2024**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

ATTACHMENTS:

- **#a:** R-2024-013 - Arts and Draughts (Apr 12) (PDF)
- #b: Arts & Draughts Resolution Request (PDF)

RESOLUTION NO.: R-2024-013

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, April 12, 2024

WHEREAS, the Columbia Museum of Art ("CMA") is hosting Arts and Draughts on Friday, April 12, 2024 from 6:00 p.m. until 11:00 p.m.; and,

WHEREAS, the CMA has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum for Arts and Draughts from 6:00 p.m. until 12:00 a.m. for preparation and staging of the area for an outdoor event to be held between 6:00 p.m. until 11:00 p.m., and for patrons to consume beer and wine beverages only on Friday, April 12, 2024 from 6:00 p.m. until 10:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the Museum for Arts and Draughts, 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 Friday, April 12, 2024, 6:00 p.m. until 11:00 p.m. *See* Resolution No. 2021-099 (Sept. 7, 2021).

2. Organizer shall establish a boundary line around the event space at the courtyard/plaza area adjacent to the Museum 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 COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC 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 its agents, employees, vendors, contractors, and event attendees to adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face coverings, social distancing, and frequent washing of hands.

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 6:00 p.m. until 11:00 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 _____, 2024, that the sale of beer and wine beverages only in plastic containers or cans only is authorized on Friday, April 12, 2024, from 6:00 p.m. until 10:30 p.m.

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location 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 and/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 clean-up of all trash and debris within the event 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's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris 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 event area, any costs incurred by the City in removing loose trash and debris within the event 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 event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of courtyard/plaza area adjacent to the Museum for Arts and Draughts that serves as the designated event area, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the 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, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of courtyard/plaza area adjacent to the Museum for Arts and Draughts, with the exception of any parking area and/or 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 to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted

LEGAL DEPARTMENT DRAFT

only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the Organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning, 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 the immediate cancellation of the event and/or a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

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 or inclement weather date, 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

Mayor

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST: 2/20/2024

REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#): Wilson Bame
wbame@columbiamuseum.org
803-343-2181

ESTIMATED NUMBER OF ATTENDEES ANTICIPATED: 800

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser): Arts & Draughts

DATE(S) OF EVENTS: (multiple day can be on one request): April 12th, 2024

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.): N/A

LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street): Columbia Museum of Art
1515 Main Street
Columbia, SC 29201

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): Boyd Plaza

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: 6:00pm to 12:00am

HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*: 6:00pm - 11:00pm

HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES (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.)*: 6:00pm to 10:30pm

Do you intend to serve liquor in addition to beer and wine? Yes ☐ No ☐

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), mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202 or e-mailed to Jennifer.Hendrix@columbiasc.gov . 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.

***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. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PRHOHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine and/or liquor 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@columbiasc.gov
Legal Department – Jennifer L. Hendrix; 803-737-4242; fax 803-737-4250; Jennifer.hendrix@columbiasc.gov - resolution preparation
Parking Services – Tori Salvant; (803) 545-0287; tori.salvant@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, safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 8/18/2022

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Resolution No.: R-2024-015 - Public Input on Closing of a portion of Cottontown Way, also known as Gaillard Street**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

ATTACHMENTS:

- **#b:** R-2024-015- public input on closing portion of Cottontown Way (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2024-015

Public Input on Closing of a portion of Cottontown Way, also known as Gaillard Street

WHEREAS, pursuant to Resolution R-2014-053 enacted by the Mayor and City Council on June 10, 2014, the City adopted a procedure to receive public input on any action to which the City is a party regarding the permanent closure of a public street; and,

WHEREAS, 2222 Main, LLC has requested the permanent closing of a portion of Cottontown Way, also known as Gaillard Street beginning at the intersection of Cottontown Way and Franklin Street and running three hundred fifty (350') feet in a southerly direction, adjacent to TMS #R09016-02-06, a copy of said tax map is attached hereto as Exhibit "A"; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2024, that pursuant to R-2014-053, the City desires to receive public input regarding the request of 2222 Main, LLC to have requested the permanent closing of a portion of Cottontown Way, also known as Gaillard Street beginning at the intersection of Cottontown Way and Franklin Street and running three hundred fifty (350') feet in a southerly direction, adjacent to TMS #R09016-02-06, a copy of said tax map is attached hereto as Exhibit "A".

Requested by:

Assistant City Manager Gentry

Approved by:

_____
Mayor

_____
City Manager

Approved as to form:

ATTEST:

_____
Deputy City Attorney

_____
City Clerk

Introduced:
Final Reading:

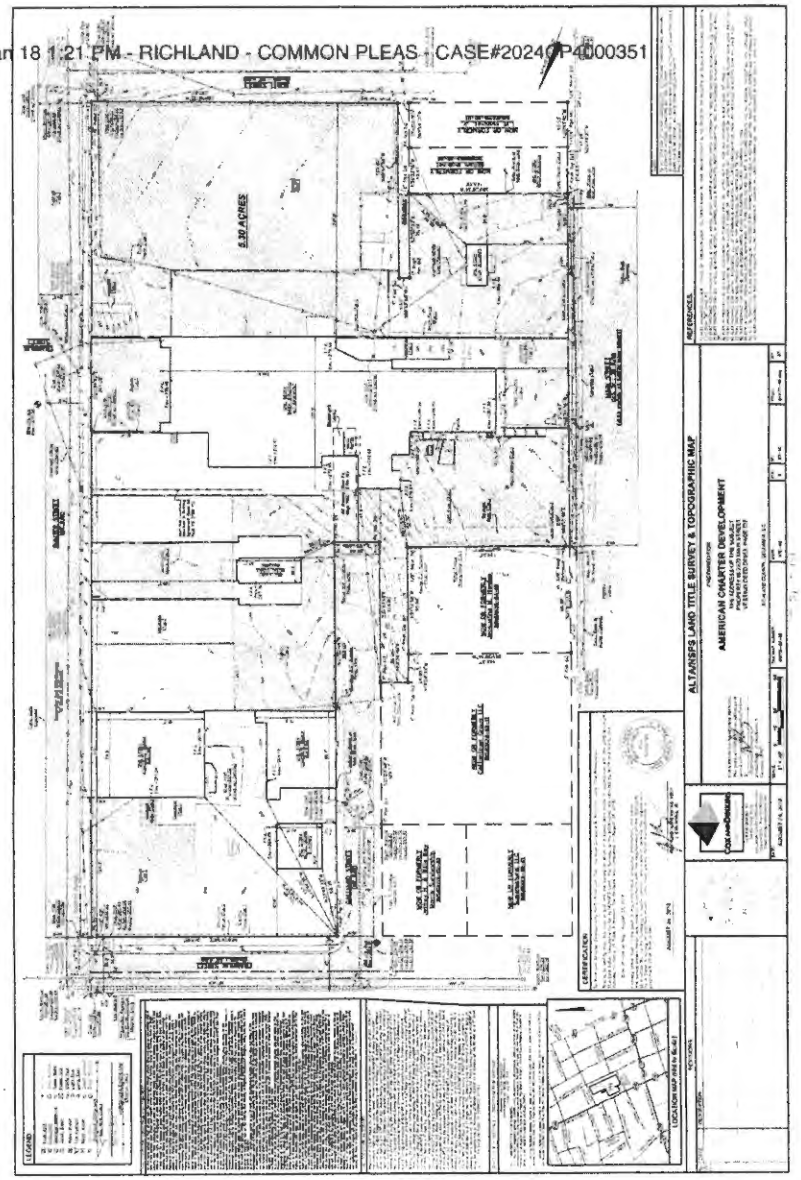
Last revised 3/4/2024
24020473

RESOLUTION NO.: R-2024-015

EXHIBIT "A"

Shown as a portion of Cottontown Way, also known as Gaillard Street, beginning at the intersection of Cottontown Way and Franklin Street, running approximately 350 generally in a Southerly direction, adjacent to TMS #R09016-02-06 as shown on a certain Survey of Cox and Dinkins prepared for Commonwealth Properties, LLC, dated August 5, 2022 and recorded with the Richland County Register of Deeds in Book 2814 at Page 709.

ELECTRONICALLY FILED - 2024 Jan 18 1:21 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4000351



We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **Legal Department**

FROM: ***Teresa Knox, City Attorney***

SUBJECT: **Resolution No.: R-2024-018 - Public Input on Closing of a portion of Gordon Street between Barhamville Road and Waverly Street**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Planning Together**

ATTACHMENTS:

- **#a:** R-2024-018- public input on closing portion of Gordon Street (PDF)
- #b: 2024-018 - Exhibit (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2024-018

Public Input on Closing of a portion of Gordon Street between Barhamville Road and Waverly Street

WHEREAS, pursuant to Resolution R-2014-053 enacted by the Mayor and City Council on June 10, 2014, the City adopted a procedure to receive public input on any action to which the City is a party regarding the permanent closure of a public street; and,

WHEREAS, Progressive Church of Our Lord Jesus Christ, Inc. has requested the permanent closing of a portion of Gordon Street beginning at Barhamville Road on the west and terminating at Waverly Street on the east, measuring approximately three hundred forty (340'') feet to three hundred fifty (350') feet in length, adjacent to TMS #11506-04-03, a copy of said tax map is attached hereto as Exhibit "A"; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2024, that pursuant to R-2014-053, the City desires to receive public input regarding the request of Progressive Church of Our Lord Jesus Christ, Inc. to have requested the permanent closing of a portion of Gordon Street, beginning at Barhamville Road on the west and terminating at Waverly Street on the east, measuring approximately three hundred forty (340'') feet to three hundred fifty (350') feet in length, adjacent to TMS #11506-04-03, a copy of said tax map is attached hereto as Exhibit "A".

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

ATTEST:

_____
Deputy City Attorney

_____
City Clerk

Introduced:
Final Reading:

Last revised: 3/7/2024

RESOLUTION NO.: R-2024-018

EXHIBIT "A"

Shown as a portion of Gordon Street, beginning at Barhamville Road on the west and terminating at Waverly Street on the east, measuring approximately three hundred forty (340'') feet to three hundred fifty (350') feet in length, adjacent to TMS #11506-04-03.

EXHIBIT 1

ELECTRONICALLY FILED - 2023 Nov 27 3:13 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4006266

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **City Clerk**

FROM: ***Erika Hammond, City Clerk***

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Albert Black v. City of Columbia et al.

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **City Clerk**

FROM: ***Erika Hammond, City Clerk***

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Closing of Gordon Street
Closing of Cottontown Way
Lumos Fiber of South Carolina, LLC Franchise Agreement
Remote Meetings

We Are Columbia

MEETING DATE: **March 19, 2024**

DEPARTMENT: **City Clerk**

FROM: ***Erika Hammond, City Clerk***

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

DMH Surplus Property