



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, APRIL 20, 2021

The Columbia City Council will conduct a Meeting on Tuesday, April 20, 2021 at 2:00 p.m. using Video Conferencing Technology. The Virtual Meeting will be streamed online at www.columbiasc.gov. Citizens have the ability to listen to audio and participate in the meeting via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **9318**. For additional meeting information visit www.columbiacitysc.igm2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting portal, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

The Honorable Mayor Stephen K. Benjamin

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

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

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

CALL TO ORDER

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the March 16, 2021 and April 6, 2021 City Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

2. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin
 - COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director
3. Veterans' Services and Housing Initiatives - Secretary William F. Grimsley, South Carolina Department of Veterans' Affairs
4. Calhoun Street Road Diet and Bike Lane Project - Ms. Dana Higgins, P.E., LEED AP Director of Engineering and Ms. Lucinda Statler, Planning Administrator
5. Columbia Water Update and Rate Study Review - Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water and Mr. Robert Chambers, Principal Consultant at Black & Veatch



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6. Fiscal Year 2021/2022 Proposed Budget - Ms. Missy Caughman, Budget & Program Management Director

- *American Rescue Plan*
- *City Budgeting for Equity and Recovery*

CONSENT AGENDA ITEMS 7 THROUGH 29

7. Council is asked to approve an Agreement for the City of Columbia Disparity Study II for an initial term of 18-months with the option to renew for two additional one-year terms, as requested by City Administration. Award to Keen Independent Research, LLC, in an amount not to exceed \$400,000.000 which includes contingency. The firm is located in Denver, CO.

Funding Source: Special Projects Water & Sewer - Professional Services (5518418-636600). The original budget amount is \$400,000.00.

Keen Independent Research, LLC, will provide data analysis, technical advisement, and a final report for the Disparity Study at 56.33% (\$202,492.00) of the total contract amount.

The following subconsultants will provide additional services:

DESA, Inc., a Minority Business Enterprise of Columbia, SC, will provide local business participation, community outreach, and data collection services at 20.28% (\$72,912.00) of the total contract amount.

Comprehensive Business Consultants, LLC, a Minority Business Enterprise of Columbia, SC, will provide in-depth interviews, focus groups, and data collection services at 10.03% (\$36,072.00) of the total contract amount.

Holland and Knight, LLP, of Atlanta, GA will provide legal framework and analysis services at 8.35% (\$30,000.00) of the total contract amount.

Customer Research International of Austin, TX will provide availability survey collection and data analysis services at 5.01% (\$18,000.00) of the total contract amount.

8. Council is asked to approve Contract Amendment #1 to extend Armed Security Guard Services from January 1, 2021 to June 30, 2021; and approve revised hourly rates, as requested by the Columbia Police Department. Award to Security Management of SC, LLC. The firm is located in Columbia, SC.

Funding Sources: Police Administrative Services – Professional Services (1012402-636600) \$1,248,125.15; and Community Safety Officers - Professional Services (5512703-636600) \$963,405.30. The original budget amount is \$257,530.45. The total amount of all amendments and change orders is \$1,954,000.00. The total revised budget amount is \$2,211,530.45. This is a no-cost Amendment.



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9. Council is asked to approve a Renewal of the final year of the ShotSpotter Flex Three-Year Agreement and Amendment #1 for Phase II of the service, as requested by the Columbia Police Department. Award to ShotSpotter Inc. as a Sole Source in the amount of \$460,000.00. This vendor is located in Newark, CA.

Funding Source: Police Administrative Services - Maintenance and Service Contract (1012402-638200). The original budget amount is \$460,000.00.

10. Council is asked to approve the Purchase of 1,000 PGI BarriAire Gold-Extended Hoods for Fire Fighters, as requested by the Columbia Fire Department. Award to Newton's Fire and Safety Equipment, Inc., using the HGAC Cooperative Contract in the amount of \$90,180.00. This vendor is located in Graham, NC.

Funding Source: Fire Suppression - Safety Clothing and Supplies (1012303 - 625900) \$45,090.00 and Fire Administration - County - Safety Clothing and Supplies (2082301 - 625900) \$45,090.00. The original budget amount is \$90,180.00.

11. Council is asked to approve the Purchase of two 2020 Side Loaders for the Solid Waste Division, as requested by the Fleet Services Division. Award to Carolina Environmental Systems, using the Sourcewell Cooperative Contract in the amount of \$599,400.00. This vendor is located in Burlington, NC.

Funding Source: Capital Replacement - Autos, Trucks, Heavy Equipment - Capital (6308972 - 658500). The original budget amount is \$599,400.00.

12. Council is asked to approve the Purchase of a Vector Mudslinger Vacuum Trailer Demo Unit for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Southern Vac, using the North Carolina Sheriff's Association Cooperative Contract, in the amount of \$165,058.00. This vendor is located in Columbia, SC.

Funding Source: Utilities Wastewater Maintenance - Trucks, Auto, Heavy Equipment - Capital (5516205-658500). The original budget amount is \$165,058.00.

13. Council is asked to approve Contract Amendment #1 for the Indefinite Delivery Contracts for Emergency Asphalt and Concrete Repair Services, as requested by Columbia Water. Award to AOS Specialty Contractors, Inc., a certified Local Business Enterprise and Minority Business Enterprise (W), in the amount of \$250,000.00. This firm is located in Lexington, SC.



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Funding Source: Engineering Water System Improvements; Special Projects (5516220-638500) and (5516221-638500). The original budget amount is \$750,000.00. The budget amount for this amendment is \$250,000.00. The revised budget amount is \$1,000,000.00.

14. Council is asked to approve Contract Amendment #5 for Project SS7284; Upgrades to Liquid Treatment Train One at the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to AECOM in the amount of \$378,038.00. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS728401-658650) \$112,470.00 and Water and Sewer Capital Projects - Unforeseen and Miscellaneous Projects - Capital Project Costs (5529999-SS728801-658650) \$265,568.00. The original budget amount was \$1,944,200.00. The budget amount for this amendment is \$378,038.00. The total revised budget amount is \$2,322,238.00.

This is a Clean Water 2020 Program Project. AECOM will provide additional engineering services during construction, update the Wastewater Treatment Plant operation manual, train operation staff, and reevaluate aeration design at 82.53% (\$1,916,518.00) of the revised total contract amount.

The following subconsultants will provide additional services:

Brown and Caldwell of Columbia, SC, will provide engineering services for preparation of the operation manual, process commissioning, and training services at 6.49% (\$150,700.00) of the revised total contract amount.

Howard Engineering, a Minority Business Enterprise (W) of Marietta, SC, will provide electrical engineering services at 6.23% (\$144,720.00) of the revised total contract amount.

K and P Engineering, a Minority Business Enterprise of Lexington, SC, will provide structural engineering services at 1.21% (\$28,000.00) of the revised total contract amount.

Terracon of Columbia, SC, will provide geotechnical services at 1.01 % (\$23,500.00) of the revised total contract amount.

Felkel and Hastings, a Minority Business Enterprise of Columbia, SC, will provide mechanical engineering services at 0.68% (\$15,800.00) of the revised total contract amount.

Davis Architecture of Columbia, SC, will provide architectural services at 0.24% (\$5,500.00) of the revised total contract amount.

4D Engineering, a Minority Business Enterprise (W) of Lexington, SC, will provide flood plain approval and permitting services at 1.61% (\$37,500.00) of the revised total contract amount.



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15. Council is asked to approve Contract Amendment #1 for Project SS7560; Lower Crane Creek Equalization Storage, as requested by Columbia Water. Award to Hazen and Sawyer in the amount of \$397,594.00. The firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Unforeseen and Miscellaneous Projects - Capital Project Costs (5529999-SS728801-658650). The original budget amount was \$1,848,321.00. The budget amount for this amendment is \$397,594.00. The total revised budget amount is \$2,245,915.00.

This is a Clean Water 2020 Program Project and Mentor Protégé Program Project. Hazen and Sawyer of Columbia, SC is the mentor and will provide project guidance services at 55.78%(\$1,252,737.00) of the revised total contract amount. Palmetto Consulting Engineering Group, Inc., a Minority Business Enterprise (W) of Chapin, SC, is the protégé and will provide geotechnical field investigation, on-site observations and documentation, and CAD assistance during design services at 20.83% (\$467,878.00) of the revised total contract amount.

The following subconsultants will provide additional services:

Howard Engineering, Inc., a Minority Business Enterprise (W) of Columbia, SC, will provide electrical engineering services at 2.42% (\$54,400.00) of the revised total contract amount.

Michael Baker International of Columbia, SC will provide resident construction representative services at 14.67% (\$329,400.00) of the revised total contract amount.

Terracon of Columbia, SC will provide geotechnical investigation services at 6.30% (\$141,500.00) of the revised total contract amount.

16. Council is asked to approve Contract Amendment #1 for the Purchase of Magnesium Hydroxide for the Metro Wastewater Treatment Plant and to extend the term of the sole source contract, as requested by Columbia Water. Award to Premier Magnesia, LLC, in the amount of \$673,095.52. This vendor is located in Wayne, PA.

Funding Source: Utilities Metro Wastewater Plant - Chemicals (5516208-624800). The original budget amount was \$863,437.62. The budget amount for this amendment is \$673,095.52. The total revised budget amount is \$1,536,533.14.

17. Council is asked to approve a Contract for Project CP00700102; Park Street Streetscape, as requested by Columbia Water. Award to AOS Specialty Contractors, Inc. in an amount not to exceed \$947,204.06, which includes contingency. The firm is located in Lexington, SC.

Funding Source: Engineering - Water & Sewer Improvements (4139999-CP00700102-658650). The original budget amount is \$972,542.00.



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AOS Specialty Contractors, Inc. will provide demolition of existing parking, installation of concrete sidewalk, ramps, steps and landscaping involved in the streetscape renovations along Park Street in Columbia at 79.26% (\$652,831.70) of the base bid amount.

The following subcontractors/suppliers will provide additional services/supplies:

Sinclair Custom Metal, LLC of Lexington, SC, will provide railing and miscellaneous metal services at 9.90% (\$81,525.00) of the base bid amount.

Chason Landscaping, LLC of Blythewood, SC, will provide landscaping and irrigation services at 2.85% (\$23,459.00) of the base bid amount.

In Line Paving, LLC of Lexington, SC, will provide asphalt paving services at 1.92% (\$15,840.00) of the base bid amount.

Carolina Tap & Bore, Inc. of West Columbia, SC, will provide water and sewer services at 6.07% (\$50,000.00) of the base bid amount.

18. Council is asked to approve a Contract for Project WM3081; Water Main Construction along Normandy Road, Castle Road, Hillmark Drive, and Sedgefield Road, as requested by Columbia Water. Award to Stutts & Williams, LLC in an amount not to exceed \$1,228,375.20, which includes contingency. This firm is located in Lexington, SC.

Funding Source: Engineering - Water & Sewer Improvements (5529999-WM308101-658650). The original budget amount is \$1,241,538.00.

This is a Mentor Protégé Program project. Stutts & Williams, LLC of Lexington, SC is the mentor and will provide pipeline rehabilitation services at 45.66% (\$467,346.00) of the total contract amount. RCG Construction of Irmo, SC is the protégé and will provide waterline installation services at 20.00% (\$204,750.00) of the total contract amount.

The following subcontractors will provide additional services:

Ferguson Waterworks of Elgin, SC will provide waterline materials at 27.74% (\$284,000.00) of the total contract amount.

Knights Company of Summerville, SC will provide flowable fill/concrete services at 5.47% (\$56,000.00) of the total contract amount.

In Line Paving, LLC of Lexington, SC will provide asphalt paving services at 1.13% (\$11,550.00) of the total contract amount.



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19. Council is asked to approve a Contract for Project SS6786; Sanitary Sewer Manhole Rehabilitation, as requested by Columbia Water. Award to Vortex Services, LLC in an amount not to exceed \$2,105,725.00. The firm is located in Greenville, SC.

Funding Source: Engineering - Water & Sewer Improvements (5529999-SS678620-658650). The original budget amount is \$2,105,725.68.

This is a Columbia Disadvantaged Business Enterprise program project with a 25% CDBE goal. The CDBE goal for this project was met at 25.00%. Vortex Services, LLC is the prime contractor and will provide pipeline rehabilitation services at 58.00% (\$1,221,320.50) of the total contract amount.

The following subcontractors will provide additional services:

Florence Ogburu Enterprises, LLC dba FNO Construction & Associates, a Minority Business Enterprise and a CDBE of Columbia SC, will provide digging services at 25.00% (\$526,431.25) of the total contract amount.

CCF of Elizabethton, TN will provide digging services at 17.00% (\$357,973.25) of the total contract amount.

20. Council is asked to approve Contract Amendment #4 for the Advanced Metering Infrastructure (AMI) Project to add funding for labor, services, and materials for the replacement of water meters, as requested by Columbia Water. Award to Badger Meter, Inc. in the amount of \$4,421,045.25. This firm is located in Milwaukee, WI.

Funding Source: Water and Sewer Capital Projects (5529999-WM435401-658650). The original budget amount is \$44,674,252.65. The budget amount of this amendment is \$4,421,045.25. The revised budget amount is \$49,095,297.90.

The Columbia Disadvantaged Business Enterprise (CDBE) project goal is 20% with this amendment. The allocation of the overall installation of \$14,897,692.85 is as follows:

Farmer Construction, LLC, a CDBE of Columbia, SC, will provide installation services at 16.16% (\$2,406,868.76) of the installation cost.

AOS Contractors, a CDBE of Lexington, SC, will provide construction-concrete services for meter installation at 3.85% (\$574,050.50) of the installation cost.

XtraLight Manufacturing, LLC of Raleigh, NC will provide installation of water meters, project management, inventory management, and control services at 79.99% (\$11,916,773.59) of the installation cost.



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21. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 0.418-acres S/S Mabron Road; TMS# 19206-03-58

Ordinance No: 2021-016 Annexing 0.418 acres S/S Mabron Road; TMS# 19206-03-58

Council District: 4

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

Applicant: Fidelis Financial, a Georgia LLC

Staff Recommendation: Approval

PC Recommendation: 03/01/2021; Approval (7-0)

First reading approval was given on March 16, 2021.

22. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1307 Mason Road; TMS# 11813-01-02

Ordinance No.: 2021-015 Annexing and Incorporating 1307 Mason Road; TMS# 11813-01-02 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 1

Proposal: Request to annex the property, assign land use classification of Urban Edge Multi-family (UEMF) and assign zoning of General Residential District (RG-2) at the time of annexation. The property is currently classified as Mixed Residential (High Density); a portion is within a Community Activity Center Node and zoned RU by Richland County.

Applicant: WAT Properties, Inc. of Columbia

Staff Recommendation: Approval

PC Recommendation: 02/01/2021; Approval (5-3)

First reading approval was given on March 16, 2021.



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23. COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT for 446 Clemson Road Ext and 446 Clemson Road, TMS# 25700-04-02 and 25700-02-01

Ordinance No.: 2021-019 Amending the Columbia Compass: Envision 2036 Map to modify the future land use for 446 Clemson Road Extension and 446 Clemson Road; Richland County TMS# 25700-04-02 and 25700-02-01

City Council District: 4

Proposal: Request to amend the Columbia Compass: Envision 2036 Future Land Use Map to modify the land use classification of the property from Urban Edge Multi-family (UEMF) to Urban Edge Regional Activity Center (UEAC-2) east of Clemson Road and to Urban Edge Mixed Residential (UEMR) west of Clemson Road.

Applicant: Krista Hampton, Planning & Development Services Director

Staff Recommendation: Approval

PC Recommendation: 01/04/2021; Approval (8-0)

First reading approval was given on March 16, 2021.

24. ZONING MAP AMENDMENT for 446 Clemson Road Ext, TMS# 25700-04-02

Council District: 4

Proposal: Request to rezone the parcel from Office and Institutional District (C-1), General Residential District (RG-2), and General Commercial District (C-3) to General Commercial District (C-3).

Applicant: Paul Holder, CH Acquisition, LLC

Staff Recommendation: Approval

PC Recommendation: 01/04/2021; Approval (8-0)

First reading approval was given on March 16, 2021.

25. COMPREHENSIVE PLAN – FUTURE LAND USE MAP CONFIRMATION AMENDMENT for 1.43-acre portion of 4030 West Beltline Boulevard; TMS# 11609-10-36(p)

Ordinance No.: 2021-018 Amending the Columbia Compass: Envision 2036 Map to include a 1.43-acre portion of 4030 West Beltline Boulevard; Richland County TMS# 11609-10-36(p); annexed by Ordinance No 2020-092 enacted October 20, 2020



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City Council District: 2

Proposal: Request to affirm land use classification of Urban Core Community Activity Center (UCAC-2) following the annexation of the property. The property currently has interim classification of Urban Core Community Activity Center (UCAC-2).

Applicant: Dick Smith Motors, Inc. / WTC of West Beltline, LLC

Staff Recommendation: Approval

PC Recommendation: 09/14/2020; Approval (8-0)

First reading approval was given on March 16, 2021.

26. ZONING MAP AMENDMENT CONFIRMATION for 1.43-acre portion of 4030 West Beltline Boulevard; TMS# 11609-10-36(p)

Council District: 2

Proposal: Request to affirm zoning of General Commercial District (C-3) following the annexation of the property. The property currently has interim zoning of General Commercial District (C-3).

Applicant: Dick Smith Motors, Inc. / WTC of West Beltline, LLC

Staff Recommendation: Approval

PC Recommendation: 09/14/2020; Approval (8-0)

First reading approval was given on March 16, 2021.

27. COMPREHENSIVE PLAN – FUTURE LAND USE MAP CONFIRMATION AMENDMENT for 1215 Shop Road; TMS# 11210-01-02

Ordinance No.: 2021-017 Amending the Columbia Compass: Envision 2036 Map to include 1215 Shop Road; Richland County TMS# 11210-01-02; annexed by Ordinance No: 2020-101 enacted February 2, 2021

City Council District: 3

Proposal: Request to affirm land use classification Industrial (IND) following the annexation of the property at 1215 Shop Road. The property currently has interim classification of Industrial (IND).

Applicant: Hood Real Estate Investments, LLC

Staff Recommendation: Approval

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



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First reading approval was given on March 16, 2021.

28. ZONING MAP AMENDMENT CONFIRMATION for 1215 Shop Road; TMS# 11210-01-02

Council District: 3

Proposal: Request to affirm the zoning of Light Industrial District (M-1) following the annexation of the property. The property currently has interim zoning of Light Industrial District (M-1).

Applicant: Hood Real Estate Investments, LLC

Staff Recommendation: Approval

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

First reading approval was given on March 16, 2021.

29. AMENDMENTS TO UNIFIED DEVELOPMENT ORDINANCE to Revise Effective Date of Ordinance

Ordinance No.: 2021-014 Amending the effective date of Ordinance No.: 2020-099, adopting the " The Unified Development Ordinance of the City of Columbia, South Carolina as adopted August 20, 2019"

Proposal: Amendment to the new Chapter 17 of the Columbia Code of Ordinances entitled "Unified Development Ordinance" adopted August 20, 2019, revising the effective date of Ordinance to August 30, 2021.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 03/01/2021; Approval (7-0)

First reading approval was given on March 16, 2021.



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ZONING/PLANNING MATTERS - FIRST READING

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

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

Council Districts: 1,2,3,4

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

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

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

ORDINANCES - FIRST READING

31. Ordinance No.: 2021-010 Granting an encroachment to the Municipal Association of South Carolina for the use of the right of way area of the 1400 block of Gervais Street for the installation and maintenance of planters and irrigation adjacent to 1411 Gervais Street, Richland County TMS#11401-04-05
32. Ordinance No.: 2021-011 Amending Ordinances 2014-032 and 2012-059 granting encroachments to the University of South Carolina for use of the right of way area of the 1500 block of Greene Street and 800 block of Pickens Street adjacent to USC Petigru College, Richland County TMS #11304-05-01, for installation and maintenance of asphalt pavement, concrete curb, guttering, walkway, brick wall, wrought iron fencing, parking spaces, bike lane, wheel stops, handicap ramp, landscaping and irrigation system and for installation and maintenance of stamped asphalt pavement crosswalks, concrete curb, guttering, columns, gate, islands, bike lanes and removal of thirty-five (35) parking spaces in the 1300 and 1400 blocks of Greene Street and 600 and 700 blocks of Bull Street to allow for the installation and maintenance of retractable bollards within the aforesaid right of way areas

This amendment is to install retractable bollards and associated work in the three areas in front of the gates to prevent cars from crashing into the gates. All other elements remain as approved and installed.



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- 33. Ordinance No.: 2021-020 Granting an Easement to Dominion Energy South Carolina, Inc. along a portion of City-Owned Property identified as Richland County TMS#11501-01-14 (Park Site northeast of Gregg Street) for the Installation of Electrical Conduit and Appurtenances for the Gregg Street Switchgear in Columbia Commons at Bull Street Development; CF#250-524
 - 34. Ordinance No.: 2021-028 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Catawba, 919 Catawba Avenue, 318 Lincoln Street and 312 Lincoln Street, Richland County TMS # 08914-08-02; 08914-08-07; 08914-08-09)
 - 35. Ordinance No.: 2021-029 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article I, In General Sec. 23-1 Civil penalties for violations related to wastewater collection and treatment or water treatment and distribution; Article IV, Wastewater Service Sec. 23-101 Definitions, Sec. 23-102 Prohibited discharges, Sec. 23-105 Discharge permit required; issuance; conditions and Sec. 23-150 Discharge of hauled waste

EVENT RESOLUTIONS

Safety plans that adhere to the COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, have been reviewed and approved by the Columbia Police Department for each of the following events.

- 36. Resolution No.: R-2021-029 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for The Contemporaries Pop-up Picnic on Boyd Plaza on Sunday, May 23, 2021

RESOLUTIONS

- 37. Resolution No.: R-2021-043 Approving the Honorary Naming of the Lyon Street Community Garden on Gervais Street to the “Marvin Heller Community Garden”
- 38. Resolution No.: R-2021-048 Approving the Honorary Naming of the intersection of Colonial Drive and Standish Street “Bill Shives Way”
- 39. Resolution No.: R-2021-026 Supporting the Housing Authority of the City of Columbia engaging in the Marion Street High Rise Disposition Project



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- 40. Resolution No.: R-2021-037 Certifying Building Site as a Textile Mill Site Pursuant to the South Carolina Textiles Communities Revitalization Act, Title 12, Chapter 65, Section 12-65-10 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 3452 North Main Street, Richland County TMS # R09112-07-01

 - 41. Resolution No.: R-2021-039 Authorizing the City Manager to execute an Agreement of Sale and Purchase between the City of Columbia and Dominion Energy South Carolina, Inc. for the purchase of 2.24 acres known as 3000 Harden Street, Richland County TMS #11502-02-01 and 1213 Flora Street, Richland County TMS #11301-04-06 and 11301-04-24

 - 42. Resolution No.: R-2021-041 Authorizing the City Manager to execute a Purchase and Sales Agreement between the City of Columbia and Edens/Graham Partners for the purchase of approximately 2.34 acres known as 715 Bluff Road, Richland County TMS #11202-06-02

 - 43. Resolution No.: R-2021-044 Encouraging Governor Henry McMaster to request the U.S. Department of the Treasury to release South Carolina's allocation of appropriated funds from the Homeowner Assistance Fund, authorized through the American Rescue Plan Act of 2021

APPOINTMENTS

- 44. Climate Protection Action Committee

- 45. Columbia Housing Authority

OTHER MATTERS

- 46. Council is asked to approve the installation of two Speed Humps on Neptune Drive and one Speed Hump on Saturn Lane, as requested by the Public Works Department.

This request has been reviewed and approved by the Columbia Police Department and the Columbia Fire Department.

- 47. Council is asked to approve the installation of one Speed Hump on St. Claire Drive, as requested by the Public Works Department.

This request has been reviewed and approved by the Columbia Police Department and the Columbia Fire Department.



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CITY COUNCIL COMMITTEE REFERRALS / REPORTS

PUBLIC INPUT

EXECUTIVE SESSION

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

*COVID-19
Redistricting*

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

*Van Robotics
Affordable Housing Projects*

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

Owens Field - Park and Stormwater Fees

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

Former Council Member

ADJOURNMENT



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 16, 2021

The Columbia City Council conducted a virtual meeting on Tuesday, March 16, 2021 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:06 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. *The minutes are numbered to coincide with the order of the meeting.*

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to adopt the agenda, subject to deferring all Event Resolutions to Executive Session and amending the revision date of **Item 29** to March 12, 2021.

APPROVAL OF MINUTES

1. Council is asked to approve the March 2, 2021 City Council Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to approve the March 2, 2021 City Council Meeting Minutes.

Councilor Devine took a moment of personal privilege to proclaim March 16, 2021 as Kara Mack Day in the City of Columbia. Ms. Kara Mack left Columbia in the 10th grade to pursue her dream of dancing in Los Angeles. She was one of the choreographers for the movie *Coming to America 2*. We need to recognize our Columbia talent as they excel nationally and internationally. We will be shipping the proclamation to her on behalf of the Mayor and members of City Council recognizing her achievements and encouraging her to keep shining.

Ms. Teresa Wilson, City Manager said the Council and City was presented with the Emergency Response Partnership Award by Senior Resources. This is in recognition of the significant support that you all provided to our seniors through A Resilient Columbia Economic Stability Plan for the Emergency Senior Nutrition Program.



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EMERGENCY ORDINANCE

2. Ordinance No.: 2021-012 An Emergency Ordinance Extending and Amending Certain Emergency Ordinances

Councilor Rickenmann made a motion to extend the ordinance by 30-day increments. We had a tremendous drop in cases and I would prefer to keep looking at it in 30-day increments instead of 60 days. The motion failed for lack of a second.

Councilor Duvall said even if we extend by the 60 days allowed by law, we can change that anytime the Council has the majority of votes to do it. It can be a 30-day increment but I would prefer to do the 60-day increment and if it's the will of the Council and the data supports it, we can remove the extension.

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve Ordinance No.: 2021-012 An Emergency Ordinance Extending and Amending Certain Emergency Ordinances.

CITY COUNCIL DISCUSSION / ACTION

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

Mayor Benjamin said we have seen a deceleration of infections. We need to continue pushing folks to get vaccinated. We are seeing an uptick in vaccine acceptance rates, which is encouraging. We have had internal communications on how we will handle operations at-large and when will be the appropriate time to start meeting in-person. We also need to look at our parks and recreation operations. We still have to keep our eyes open to some of the variants of the virus and be thoughtful.

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

Mr. Harry Tinsley, Emergency Management Director said we stand at over 120 million cases and 2.6 million deaths due to COVID-19 worldwide. In the U.S. we have over 29 million confirmed cases and over 532,000 deaths. In South Carolina, the confirmed case count stands at 455,495 with 6.3 million tests administered to date. The state case count for today is 383 with a positivity rate of 4.8%. There were two confirmed deaths in today's report, bringing the state total of confirmed deaths to 7,851. In Richland County, the case count stands at 36,629 with 32 new cases as of today and a total death count of 466. From March 1st to March 14th, Richland County has had 1,122 cases, averaging about 80 new cases per day. The zip codes with over 100 new cases are 29229 with 124

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cases, 29203 with 123 cases, and 29223 with 105 cases. As of March 10th, Richland County recent disease activity incidence rate has been downgraded to low. The state recovery rate is estimated at 97.4% and the fatality rate is estimated at 1.71%. We are still seeing a downward trend in cases and it is anticipated that this will continue and start to slowly decline and begin to plateau over the next few weeks. Statewide hospitalizations continue to trend down. The bed utilization rate is 73% and the ICU bed utilization rate is 68%. As of today, there are 590 patients hospitalized due to COVID-19. DHEC continues to roll out their vaccine plan. There has been over 1.9 million doses received in the state and over 1.4 million people have been vaccinated. In Richland County, there are 110,505 doses. DHEC began phase 1B on March 8, 2021 and our frontline workers have been given the opportunity to receive the vaccine. As of the March 9th to March 16th report, nine counties and 59 municipalities have mask ordinances still in place.

4. Proposed Revisions to the Commercial Non-Discrimination and CDBE Utilization Policy
- Ms. Melissa Lindler, Office of Business Opportunities Director

Ms. Melissa Lindler, Office of Business Opportunities Director said this policy was first enacted and last revised in November 2016. It was initially established to make sure our disadvantaged business enterprises (DBE) as well as other minority-owned businesses have an opportunity to participate in our procurement process and as a City, establish a clear policy against discrimination in city related business. One of the key revisions of this policy is adding and incorporating the Non-Discrimination Contracting Policy as developed by the Office of Procurement and Contracts in collaboration with the Legal Department. This contracting policy extends beyond city related business to look at the contractors' overall operations and discrimination policies. This will not only strengthen our ability to make sure DBE's participate in our procurement process but it will also make sure our contractors are giving everyone an opportunity to be a part of the contracts they have with the City. The definition of a CDBE has not changed. Some key elements of the program that have not changed are the definition of socially and/or economically disadvantaged individuals, the definition of socially and/or economically disadvantaged businesses, the authority of the city manager to determine CDBE participation on any prime contract estimated at \$200,000 or more, the City's efforts to ensure that CDBE's have equitable opportunities to compete for contracts and subcontracts, and the role of the good faith efforts committee. The key changes involve maintaining good faith efforts records for each CDBE project for a minimum of 3 years, inclusion of digital or print advertisement to help meet the CDBE utilization goal placed on projects, and the introduction of a tiered approach to meet or exceed the CDBE utilization goal placed on a project. Offerors that repeatedly fail to meet the specified CDBE utilization goal will be audited. The CDBE procurement process starts with the compliance submittal period (CSP), followed by the invitation for bid extended to offerors deemed compliant during the CSP, and the bid opening. During the CSP, all offerors must submit a letter of CDBE commitment as part of their package to the Department of Procurement and Contracts. Offerors below 50% of the specified goal must

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submit all good faith efforts documentation as part of their CSP package. Offerors' submittals will be reviewed by the good faith efforts committee and deemed either compliant or non-compliant by the Office of Business Opportunities based on the committee's review. All appeals from non-compliant CSP offerors shall be escalated to a newly established administrative review committee for further review. An invitation for bid will be extended to offerors deemed compliant during the CSP. We have added the language that the city manager reserves the right to review and/or remove programmatic provisions if it's in the best interest of the City. We have removed the four-year review period but we will still provide annual updates regarding the CDBE program.

Councilor Rickenmann asked how this is going to coordinate with the disparity study and what is the timeline for implementation.

Ms. Melissa Lindler, Office of Business Opportunities Director said the perspective consultant will review our data, do their own research, and conduct outreach in the community before they make any solid recommendations. The study will be between 18 to 24 months depending on the availability of data. They are going to look at our program, compare it to their findings, and see what recommendations can be made.

Councilor Davis asked about initiatives to obtain training for businesses who want to take advantage of water and sewer opportunities.

Ms. Melissa Lindler, Office of Business Opportunities Director said Columbia Water is looking at ways where we can have more access points for our disadvantaged businesses to enter the arena of water and sewer. Last year, we did a contractor readiness program. We are looking at trying to do other innovative things to provide hands-on experience through an apprenticeship program and working with technical schools.

5. Proposed Changes to New Zoning Map - Ms. Krista Hampton, Director of Planning and Development Services and Ms. Rachel Bailey, Zoning Administrator

Ms. Krista Hampton, Director of Planning and Development Services said the public hearing on the new zoning map was held on January 19, 2021. The first reading was postponed to permit for additional public review and input. Staff attended neighborhood meetings and had one-on-one meetings to present information and answer questions. Revisions to the proposed map developed from staff review and public input. We are requesting a preliminary review of the changes prior to proceeding to the Planning Commission in May and a public hearing in July. The first three changes are properties that have been rezoned but were not reflected in the proposal: 2634 St. Phillips Street, had been rezoned to allow for an assistance care facility from residential to commercial but we proposed a designation of mixed-use zoning to continue to facilitate the

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development. 3301 Duncan Street, previously received a rezoning of RS2 but per our discussion with the property owners we will take this back to the analogous RSF3 from the RS2. The property on 2822 Canterbury Road was previously rezoned RS2 but was mapped in our proposed map as RS1. The property and its adjacent will go back to RS2. The next changes are properties based on discussions and input from stakeholders and property owners. In the Shandon Neighborhood, Hand Middle School will be rezoned as general residential which allows multiple dwelling units. The properties along Wilmot and Duncan will be changed from proposed mixed-residential to a two-family-residential. In Chestnut Hills, the individual parcels are staying the same but the proposed revision is for the common area to be kept as a conservation zone. For the Bible Way/Atlas Road PUD, we are requesting a change to mixed-residential to reflect the development patterns and for Bluff Road to go to a commercial zone. The Kline Site PUD, will be kept the same per discussions with property owners. For Elmwood and Park Street, we have lessened to MU1 to allow residential and general office use. For the Gregg Park Neighborhood, after neighborhood feedback we made it a single-family-district (RSF1). For Brennen/Brockwall Drive, we are reverting them back to single-family (RSF) to match how they are currently zoned. For the Shirley/Bratton area, we are reverting them back to single-family (RSF). For the Adger/Devereaux area, they were zoned mixed residential but will go back to single-family. For 500 Wildlife Parkway (Riverbanks Zoo), we accidentally split zoned the zoo but we will be changing that so the zoo is all in the INS Zoo District. For 715 Montague Road, a parcel got pulled into the general commercial but will go back to the single-family-residential. For 2901 Rosewood (Rosewood Church portion), a parcel is currently split zoned but we are cleaning it up to make sure the parcel remains residential. For 5400 Fairfield Road, the parcel got pulled into residential but will go back to commercial use (CAC). 612 and 614 Holly Street had been zoned for office and institutional uses, but they fit better into commercial use (CAC). For 1122 and 1126 Barnwell, some commercial uses were accidentally zoned residential but will go back to commercial. The maps as a whole will come back for first reading in April and the revisions will head to Planning Commission in May. Second reading of the map will be in May. Everything should be completed by the new effective date of August 30, 2021.

Councilor Devine asked how many neighborhoods have requested a presentation.

Ms. Krista Hampton, Director of Planning and Development Services said we had about six meetings but have also received requests to return to some neighborhoods. We are going back to the Shandon Neighborhood next Monday and Five Points tomorrow. We had a number of one-on-one meetings as well.

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6. Fiscal Year 2021/2022 Budget Workshop - Ms. Missy Caughman, Budget & Program Management Director

- *FY 21/22 Budget Schedule*
- *FY 20/21 Budget Update*
- *FY 21/22 Budget Development*

Ms. Missy Caughman, Budget & Program Management Director said overview of the budget will begin in April and then we will move to the budget public hearing in May. The schedule that is being proposed would ask that we advertise the public hearing for April 26, 2021. The public hearing and first reading will be held on May 11, 2021 at a special called meeting and second reading and final adoption will occur on May 18, 2021. With the alternative schedule, the public hearing and first reading will be on May 18, 2021 and second reading/final adoption will be on June 1, 2021. The current budget was based on fiscal year 2018/2019 actuals. We have focused on continuing our operations, providing excellent day-to-day services to our community, and fulfilling the City's financial obligations. We had no rate increases, no property tax increases, and no water and sewer rate increases. As we adopted the budget we had to suspend various programs to include the citywide security camera upgrades, the capital replacement program for rolling stock and information technology, and capital projects to include water and sewer capital projects. For the general fund, the primary sources of revenue we anticipate would have the most impacts from COVID-19 are our local options sale tax, real property, personal property (vehicles), business licenses, and building permits. For special revenues, the primary sources of revenue we anticipate would have the most impacts from COVID-19 are our hospitality tax, accommodations tax, tourism development fee, garage/monthly parking, on-street parking, fines, and special events. The general fund is on target to make budget projections. We are in line with what we had collected the previous year but the majority of the general fund revenues come in over the next few months. Water and sewer and stormwater revenues are tracking lower than we would like. While we are making the hospitality tax budget, it is important to note that we are still tracking about \$1.5 million lower than what we would have collected. The tax exempt entity study was completed last fall, the fire hydrant fee was approved in September 2019, business license enhanced enforcement is underway, and negotiation of fees with certain entities have paused due to the pandemic. Basic service initiatives like internal infrastructure projects are ongoing. Some public safety initiatives like the Columbia Police Department recruitment, retention, and technology were addressed last year but others are still ongoing. The Olympia Fire Station is included in the CDBG mitigation grant. For the capital replacement program, we had savings that we were able to use. Bull Street is included in the installment purchase revenue bond (IPRB). Finlay Park rehabilitation is paused as we continue to monitor hospitality tax funding. The municipal complex included in the IPRB has been purchased. The Convention Center expansion is ongoing. The Canal embankment repair and secondary water source is underway with the approval of FEMA and submittal for the Building

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Resilient Infrastructure and Communities grant. Both Community Development Block Grant – Disaster Recovery and Mitigation grants are underway. The Emergency Operations Center up-lift is near completion.

Ms. Teresa Wilson, City Manager noted that these priority items and drivers for the budget were in place prior to the pandemic. We are trying to keep things moving forward as best we can.

Ms. Missy Caughman, Budget & Program Management Director said we anticipate a no change budget from the current year. Departments were instructed to prepare fiscal year 2021/2022 requests using current year budget allocations and to hold current service levels. We will have a compressed but focused budget process. We will identify any potential efficiencies gained from altered work arrangements, capture any shortfalls and gaps in service, prioritize areas of need for internal operations, and focus on maintaining service delivery. We will continue to monitor budgets and be prepared to amend the budget as reliable information is available. Factors shaping our budget conversations include the RecoverSC funds. The funds can be used to replace lost or reduced revenues to help meet budget, if needed. The funds are a loan and have to be repaid. The City will also receive approximately \$25.93 million through the American Rescue Plan for uses primarily around impacts resulting from COVID-19. We will continue to seek information in terms of whether there are any specific uses or functions we are expected to perform with the funds.

Councilor Devine asked how the equity tool is being used in the budgeting process.

Ms. Missy Caughman, Budget & Program Management Director said the City is budgeting for equity and recovery. We submitted an action plan with the specific goal we will be addressing. We will have more conversations as we move along.

Ms. Teresa Wilson, City Manager asked that the goal be shared during the next budget discussion. The first step is to acknowledge that the equity lens can be a tool when you are budgeting. I foresee the upcoming budget cycles having more meat to it when it comes to the equity lens. We have this year to introduce the concept to our department heads and establish it as a concept that will be utilized. Moving forward, you will see it utilized even more.

Councilor McDowell inquired about the status of the Olympia Fire Station.

Ms. Missy Caughman, Budget & Program Management Director said the Olympia Fire Station is included in the CDBG-MIT grant program. The funding has been identified and now we have to go through the building design.

Councilor McDowell asked about equipment for the fire fighters.

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Ms. Teresa Wilson, City Manager said we are working with Richland County to see what opportunities exist in that regard.

Councilor Duvall said besides the American Rescue Plan direct allocation to the City of Columbia, there are other funds coming to local governments. I hope the City Manager will make sure we have adequate staff that can manage these funds to fulfill the needs that we have. There is funding for firefighter health equipment. I would like to look into using some of the funds to take the Post Office debt off the City and maybe the Devine Street property, also.

Councilor Brennan asked when staff will make a judgement call on whether to pursue the RecoverSC funds and what do the parameters look like.

Ms. Teresa Wilson, City Manager said we want to get our arms around the American Rescue Plan funds and present something to you that may change the approach as far as even utilizing the RecoverSC funds.

Mr. Jeffery Palen, Assistant City Manager and Chief Financial Officer said our initial goal for the RecoverSC funds was to use it as an insurance policy for lost revenues. We weren't sure how the local option sales tax would come in. We wanted to have a backstop so we did not have to change the formula this year because it would be an indirect tax increase for all of our citizens. We also looked at using it for potential lost revenues for the parking system or anything COVID related. Now with the American Rescue Plan, we believe we can utilize those funds to cover the same losses. We may be able to return the RecoverSC funds and not have 9.5 years of repayment of principal and interest from the general fund. The loan was \$10 million with \$400 thousand in issuance costs. We made one interest payment of \$360,000. We may be able to use the ARP funds to recoup our interest carrying costs along with issuance costs and return all of the funds.

Ms. Teresa Wilson, City Manager said the funding is there; we are trying not to use it.

Mayor Benjamin said don't rule out the possibility of a transportation or infrastructure bill being in the wings. Let's remain vigilant and be prepared for any opportunity that might exist.

There was a consensus of Council to proceed with the proposed budget schedule.

CONSENT AGENDA ITEMS 7 THROUGH 13

Councilor Devine asked if there is a role for Optus Bank to participate in Item 8. I am very supportive of the item. It is a step in the right direction as far as financial empowerment and economic mobility. I would like to see how we can model this for others.

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Upon a single motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to approve **Consent Agenda Items 7 through 13.**

7. Council is asked to approve a Subrecipient Agreement for Community Development Block Grant CARES ACT (CDBG-CV) Housing Relief Fund Program, as requested by the Community Development Department. Award to the Cooperative Ministry in the amount of \$250,000.00. This service provider is located in Columbia, SC. - *Approved*

8. Council is asked to approve an Agreement for Employee Loan Program Services, as requested by the Human Resources Department. Award to Upward Wealth, Inc. doing business as Bright Up. This firm is located in Weston, MA. - *Approved*

There are no costs associated with this agreement.

9. Council is asked to approve the Purchase of EvidenceOnQ System Upgrade, Maintenance, Support, and Training, as requested by the Columbia Police Department. Award to Integrated Software Solutions in the amount of \$58,487.99. This vendor is located in Tukwila, WA. - *Approved*

Funding Source: Police Administrative Services - Software License (1012402-627510). The original budget amount is \$60,000.00.

10. Council is asked to approve the Purchase of Target Solutions Training and Records Management Platform Premier Membership and Annual Maintenance Fee, as requested by the Columbia Fire Department. Award to Municipal Emergency Services, as a Sole Source in the amount of \$68,841.36. This vendor is located in Charlotte, NC. - *Approved*

Funding Source: Fire Suppression - Software License (1012303-627510) \$34,420.68 and Fire Administration - Software License (2082301-627510) \$34,420.68. The original budget amount is \$68,841.36.

11. Council is asked to approve an Agreement for Teller Software Implementation and Annual Licensing Fees, as requested by the Finance Department. Award to Can/Am Technologies, Inc. in the amount of \$162,870.00 for an initial term of 16-months with the option to renew for four (4) additional one-year periods. This vendor is located in Lakewood, CO. - *Approved*

Funding Source: Technology Contingency - Software License (5518408-627510). The original budget amount for the first year is \$200,000.00.

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12. Council is asked to approve the Purchase of a 2020 Peterbilt 28-Yard Front Loader Refuse Truck for the Solid Waste Division, as requested by Fleet Services Division. Award to Carolina Environmental Systems, Inc., using the Sourcewell Cooperative Contract in the amount of \$266,800.00. This vendor is located in Kernersville, NC. - *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$266,800.00.

13. Ordinance No.: 2021-013 Authorizing the City Manager to execute a License Agreement with New Cingular Wireless PCS, LLC for use of property at Lower Richland Tank Site - *First reading approval was given on March 2, 2021 – Approved on second reading.*

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

Council opened the Public Hearing at 4:15 p.m.

14. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 0.418-acres S/S Mabron Road; TMS# 19206-03-58 – *Approved on first reading.*

Ordinance No: 2021-016 Annexing 0.418 acres S/S Mabron Road; TMS# 19206-03-58 – Approved on first reading.

Council District: 4

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

Applicant: Fidelis Financial, a Georgia LLC

Staff Recommendation: Approval

PC Recommendation: 03/01/2021; Approval (7-0)

No public comments were received at this time.

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 0.418-acres S/S Mabron Road **and** Ordinance No: 2021-016 Annexing 0.418 acres S/S Mabron Road; TMS# 19206-03-58.

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15. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1307 Mason Road; TMS# 11813-01-02 – *Approved on first reading.*

Ordinance No.: 2021-015 Annexing and Incorporating 1307 Mason Road; TMS# 11813-01-02 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020– Approved on first reading.

Council District: 1

Proposal: Request to annex the property, assign land use classification of Urban Edge Multi-family (UEMF) and assign zoning of General Residential District (RG-2) at the time of annexation. The property is currently classified as Mixed Residential (High Density); a portion is within a Community Activity Center Node and zoned RU by Richland County.

Applicant: WAT Properties, Inc. of Columbia

Staff Recommendation: Approval

PC Recommendation: 02/01/2021; Approval (5-3)

Mr. Anthony Lawrence, Applicant said the project is a multi-family workforce housing development with 288 units. We met extensively with the community to get their input on the aesthetics of the project and some other amenities that will be added. Staff was very helpful and supportive. We provided a written letter to the joint neighborhood and citizens to let them know that everything that we had agreed upon during our public input sessions will be a part of the project.

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 1307 Mason Road **and** Ordinance No.: 2021-015 Annexing and Incorporating 1307 Mason Road; TMS# 11813-01-02 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020.

16. COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT for 446 Clemson Road Ext and 446 Clemson Road, TMS# 25700-04-02 and 25700-02-01 – *Approved on first reading.*

Ordinance No.: 2021-019 Amending the Columbia Compass: Envision 2036 Map to modify the future land use for 446 Clemson Road Extension and 446 Clemson Road; Richland County TMS# 25700-04-02 and 25700-02-01 – Approved on first reading.

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City Council District: 4

Proposal: Request to amend the Columbia Compass: Envision 2036 Future Land Use Map to modify the land use classification of the property from Urban Edge Multi-family (UEMF) to Urban Edge Regional Activity Center (UEAC-2) east of Clemson Road and to Urban Edge Mixed Residential (UEMR) west of Clemson Road.

Applicant: Krista Hampton, Planning & Development Services Director

Staff Recommendation: Approval

PC Recommendation: 01/04/2021; Approval (8-0)

No public comments were received at this time.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2021-019 Amending the Columbia Compass: Envision 2036 Map to modify the future land use for 446 Clemson Road Extension and 446 Clemson Road; Richland County TMS# 25700-04-02 and 25700-02-01.

17. ZONING MAP AMENDMENT for 446 Clemson Road Ext, TMS# 25700-04-02 –
Approved on first reading.

Council District: 4

Proposal: Request to rezone the parcel from Office and Institutional District (C-1), General Residential District (RG-2), and General Commercial District (C-3) to General Commercial District (C-3).

Applicant: Paul Holder, CH Acquisition, LLC

Staff Recommendation: Approval

PC Recommendation: 01/04/2021; Approval (8-0)

No public comments were received at this time.

Upon a motion made by Mr. Rickenmann and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 446 Clemson Road Ext, TMS# 25700-04-02.



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18. COMPREHENSIVE PLAN – FUTURE LAND USE MAP CONFIRMATION AMENDMENT for 1.43-acre portion of 4030 West Beltline Boulevard; TMS# 11609-10-36(p) – *Approved on first reading.*

Ordinance No.: 2021-018 Amending the Columbia Compass: Envision 2036 Map to include a 1.43-acre portion of 4030 West Beltline Boulevard; Richland County TMS# 11609-10-36(p); annexed by Ordinance No 2020-092 enacted October 20, 2020 – Approved on first reading.

City Council District: 2

Proposal: Request to affirm land use classification of Urban Core Community Activity Center (UCAC-2) following the annexation of the property. The property currently has interim classification of Urban Core Community Activity Center (UCAC-2).

Applicant: Dick Smith Motors, Inc. / WTC of West Beltline, LLC

Staff Recommendation: Approval

PC Recommendation: 09/14/2020; Approval (8-0)

No public comments were received at this time.

Upon a motion made by Mr. Davis and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to Ordinance No.: 2021-018 Amending the Columbia Compass: Envision 2036 Map to include a 1.43-acre portion of 4030 West Beltline Boulevard; Richland County TMS# 11609-10-36(p); annexed by Ordinance No 2020-092 enacted October 20, 2020.

19. ZONING MAP AMENDMENT CONFIRMATION for 1.43-acre portion of 4030 West Beltline Boulevard; TMS# 11609-10-36(p) – *Approved on first reading.*

Council District: 2

Proposal: Request to affirm zoning of General Commercial District (C-3) following the annexation of the property. The property currently has interim zoning of General Commercial District (C-3).

Applicant: Dick Smith Motors, Inc. / WTC of West Beltline, LLC

Staff Recommendation: Approval

PC Recommendation: 09/14/2020; Approval (8-0)

No public comments were received at this time.

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Upon a motion made by Mr. Davis and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the Zoning Map Amendment Confirmation for 1.43-acre portion of 4030 West Beltline Boulevard; TMS# 11609-10-36(p).

20. COMPREHENSIVE PLAN – FUTURE LAND USE MAP CONFIRMATION AMENDMENT for 1215 Shop Road; TMS# 11210-01-02 – *Approved on first reading.*

Ordinance No.: 2021-017 Amending the Columbia Compass: Envision 2036 Map to include 1215 Shop Road; Richland County TMS# 11210-01-02; annexed by Ordinance No: 2020-101 enacted February 2, 2021 – Approved on first reading.

City Council District: 3

Proposal: Request to affirm land use classification Industrial (IND) following the annexation of the property at 1215 Shop Road. The property currently has interim classification of Industrial (IND).

Applicant: Hood Real Estate Investments, LLC

Staff Recommendation: Approval

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

No public comments were received at this time.

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2021-017 Amending the Columbia Compass: Envision 2036 Map to include 1215 Shop Road; Richland County TMS# 11210-01-02; annexed by Ordinance No: 2020-101 enacted February 2, 2021.

21. ZONING MAP AMENDMENT CONFIRMATION for 1215 Shop Road; TMS# 11210-01-02 – *Approved on first reading.*

Council District: 3

Proposal: Request to affirm the zoning of Light Industrial District (M-1) following the annexation of the property. The property currently has interim zoning of Light Industrial District (M-1).

Applicant: Hood Real Estate Investments, LLC

Staff Recommendation: Approval

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

No public comments were received at this time.

Attachment: MN_03_16_2021 (6575 : Approval of Minutes)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 16, 2021

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Zoning Map Amendment Confirmation for 1215 Shop Road; TMS# 11210-01-02.

22. AMENDMENTS TO UNIFIED DEVELOPMENT ORDINANCE to Revise Effective Date of Ordinance

Ordinance No.: 2021-014 Amending the effective date of Ordinance No.: 2020-099, adopting the "The Unified Development Ordinance of the City of Columbia, South Carolina as adopted August 20, 2019" – Approved on first reading.

Proposal: Amendment to the new Chapter 17 of the Columbia Code of Ordinances entitled "Unified Development Ordinance" adopted August 20, 2019, revising the effective date of Ordinance to August 30, 2021.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 03/01/2021; Approval (7-0)

No public comments were received at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to Ordinance No.: 2021-014 Amending the effective date of Ordinance No.: 2020-099, adopting "The Unified Development Ordinance of the City of Columbia, South Carolina as adopted August 20, 2019".

Council closed the Public Hearing at 4:31 p.m.

RESOLUTIONS

23. Resolution No.: R-2021-009 Amending the Commercial Non-Discrimination and Columbia Disadvantaged Business Enterprise (CDBE) Utilization Policy into the City of Columbia Procurement Regulations (*Last Revised: March 2, 2021*) – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2021-009 Amending the Commercial Non-Discrimination and Columbia Disadvantaged Business Enterprise (CDBE) Utilization Policy into the City of Columbia Procurement Regulations (*Last Revised: March 2, 2021*) as amended to change the last revised date to March 12, 2021.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 16, 2021**

24. Resolution No.: R-2021-019 Approving the Issuance by the Housing Authority of the City of Columbia, South Carolina of its not to exceed \$7,600,000 Multifamily Housing Revenue Bonds (Palmetto Terrace Apartments Project) in one or more series, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended; providing certain other matters in connection therewith and providing an effective date – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2021-019 Approving the Issuance by the Housing Authority of the City of Columbia, South Carolina of its not to exceed \$7,600,000 Multifamily Housing Revenue Bonds (Palmetto Terrace Apartments Project) in one or more series, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended; providing certain other matters in connection therewith and providing an effective date.

APPOINTMENTS

25. Bicycle Pedestrian Advisory Committee – *Approved*

Upon a motion made by Ms. Devine and seconded by Mayor Benjamin, Council voted unanimously to approve the appointment of Carmen Latimer, Mary Scott-Chancey Williams, Anna Gilbert, Jennifer Leaphart, Zach Cavanaugh, Derek Davis, and Douglas Giovanetti to the Bicycle Pedestrian Advisory Committee for a three-year term.

26. Board of Zoning Appeals - *Deferred*
27. Central Midlands Council of Government – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve the appointment of Amadeo Geere and Katherine Myers to the Central Midlands Council of Governments for a three-year term.

28. Columbia Prepares Advisory Committee - *Deferred*
29. Columbia Tree and Appearance Commission – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve the appointment of John Estill to the Columbia Tree and Appearance Commission for a three-year term.

30. Midlands Authority for Conventions, Sports, and Tourism - *Deferred*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 16, 2021**

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

31. Administrative Policy Committee - The Honorable Edward H. McDowell, Jr.

Councilor McDowell said the Administrative Policy Committee met on February 25, 2021. Dr. Donaldson and Mr. Robin Waites have done an extensive job in putting together a list of African Americans who have contributed greatly to Bull Street. We asked Dr. Donaldson to narrow the list down to three names. We had to distinguish whether we were looking at a public park or a developer's park. We agreed that this is a public park to which the name would describe the African American contributions within the City. We will bring this to Council for a decision.

32. Affordable Housing Task Force - The Honorable Tameika Isaac Devine

Councilor Devine said the Affordable Housing Task Force met on March 9, 2021. Each committee presented their work, including interim considerations we would like Council to contemplate. If appropriate, I would like the committee to make an interim presentation to Council in April to make Council aware of the work we are doing and of some of the considerations proposed, particularly financing affordable housing options that should be considered to move forward with our goals.

33. Tax Study Adhoc Committee - The Honorable Daniel J. Rickenmann

Councilor Rickenmann said the Tax Study Adhoc Committee (Working Group) had a productive meeting. Mr. Duvall suggested we each come up with an economist of neutral background to help facilitate and streamline a working committee. Some of the names mentioned are outstanding and hopefully we can get all of them committed in the near future. We will present to Council once we have reached a decision.

PUBLIC INPUT

Mr. David Vaughn, City of Columbia resident said I and a group called Freedom from Masks, made up of about 300-500 people from the Columbia area, are against mask mandates. I would continue to urge Council to lift those mandates as soon as possible. I was watching part of the meeting today and it looks like you are headed in that direction. I would also ask Council that in the COVID-19 research done to include some doctors who are against mask mandates instead of just having DHEC and CDC data because sometimes their figures are not accurate. In your future deliberations on the mask mandates, I would recommend that you give us a choice to wear a mask or not. This should not be mandated, particularly when the governor has lifted the mandate for the state and we are not in an emergency situation.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 16, 2021**

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 5:10 p.m. for the discussion of **Items 34** through **36** as amended.

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

COVID-19

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

*Judith Maher v. COC
American Scrap Iron & Metal, LLC*

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

*Owens Field - Park and Stormwater Fees
Columbia-Richland 911 Communications*

Council adjourned the Executive Session at 5:35 p.m.

EVENT RESOLUTIONS

Safety plans that adhere to the COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, have been reviewed and approved by the Columbia Police Department for each of the following events.

37. Resolution No.: R-2021-012 Authorizing consumption of beer and wine only at Artista Vista Crafty Feast on Sunday, April 18, 2021 – *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mr. Brennan, Council voted five (5) to two (2) to approve Resolution No.: R-2021-012 Authorizing consumption of beer and wine only at Artista Vista Crafty Feast on Sunday, April 18, 2021. Mr. Brennan, Mr. Rickenmann, Mr. Duvall, Ms. Devine, and Mayor Benjamin voted aye. Mr. McDowell and Mr. Davis voted nay.

Attachment: MN_03_16_2021 (6575 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 16, 2021**

38. Resolution No.: R-2021-013 Authorizing consumption of beer and wine only at the Gervais Street Bridge Dinner on Sunday, May 2, 2021 – *Approved*

Councilor Duvall said there are two events that are too large and too soon for us to allow them to occur; the Gervais Street Bridge Dinner is one of them. It is normally held in October and I think by then I would be comfortable authorizing this dinner. At the present time, I cannot support having a dinner of 1,000 people on the Gervais Street Bridge with probably another 1,000 people supporting the event.

Councilor Rickenmann said I would like us to consider that we have allowed events like Soda City to continue during the pandemic which has thousands of people. The bridge dinner is a limited seating event and I fully support it.

Councilor Devine said even as people start getting vaccinated and we start coming out of this, we have to continue with smart precautions like social distancing and mask wearing. Everything is not going to go back to normal and we need to encourage event planners in Columbia to have safety precautions in place. As people go out to events they should continue to wear masks and social distance. I'm reluctant to approve this but I do think that if we are going to start moving forward with events this is one that people can get used to having again with additional precautions. We need to continue to encourage people, even when restrictions are not in place, to follow the guidelines and be responsible as they are planning events.

Mayor Benjamin said we have worked closely with our first responders and city administration to make sure the pandemic safety and social distance protocols are in place. Let's make sure the organizers of the events are clear that these protocols will be enforced. We need to continue to save lives and livelihoods at the same time.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Brennan, Council voted four (4) to three (3) to approve Resolution No.: R-2021-013 Authorizing consumption of beer and wine only at the Gervais Street Bridge Dinner on Sunday, May 2, 2021. Mr. Brennan, Mr. Rickenmann, Ms. Devine, and Mayor Benjamin voted aye. Mr. McDowell, Mr. Duvall, and Mr. Davis voted nay.

39. Resolution No.: R-2021-016 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA Art Blossoms Opening Event on Wednesday, April 14, 2021, Art Blossoms Roses + Rose on Thursday, April 15, 2021, Art Blossoms Film on Friday, April 16, 2021 and Art Blossoms Brunch on Sunday, April 18, 2021 – *Approved*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 16, 2021**

Upon a motion made by Mr. Rickenmann and seconded by Mr. Brennan, Council voted five (5) to two (2) to approve Resolution No.: R-2021-016 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA Art Blossoms Opening Event on Wednesday, April 14, 2021, Art Blossoms Roses + Rose on Thursday, April 15, 2021, Art Blossoms Film on Friday, April 16, 2021 and Art Blossoms Brunch on Sunday, April 18, 2021. Mr. Brennan, Mr. Rickenmann, Mr. Duvall, Ms. Devine, and Mayor Benjamin voted aye. Mr. McDowell and Mr. Davis voted nay.

40. Resolution No.: R-2021-018 Authorizing consumption of beer and wine only at Live on Lincoln Fundraiser for the Arts on Sunday, April 18, 2021 with a rain contingency date of Sunday, April 25, 2021 – *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mr. Brennan, Council voted four (4) to three (3) to approve Resolution No.: R-2021-018 Authorizing consumption of beer and wine only at Live on Lincoln Fundraiser for the Arts on Sunday, April 18, 2021 with a rain contingency date of Sunday, April 25, 2021. Mr. Brennan, Mr. Rickenmann, Ms. Devine, and Mayor Benjamin voted aye. Mr. McDowell, Mr. Duvall, and Mr. Davis voted nay.

41. Resolution No.: R-2021-020 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for The Labyrinth on Boyd Plaza on Thursday, April 29, 2021 – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Brennan, Council voted five (5) to two (2) to approve Resolution No.: R-2021-020 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for The Labyrinth on Boyd Plaza on Thursday, April 29, 2021. Mr. Brennan, Mr. Rickenmann, Mr. Duvall, Ms. Devine, and Mayor Benjamin voted aye. Mr. McDowell and Mr. Davis voted nay.

42. Resolution No.: R-2021-021 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for The Columbia Design League presents Derby by Design on Saturday, May 1, 2021 – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Rickenmann, Council voted five (5) to two (2) to approve Resolution No.: R-2021-021 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for The Columbia Design League presents Derby by Design on Saturday, May 1, 2021. Mr. Brennan, Mr. Rickenmann, Mr. Duvall, Ms. Devine, and Mayor Benjamin voted aye. Mr. McDowell and Mr. Davis voted nay.

Attachment: MN_03_16_2021 (6575 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 16, 2021**

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to return to Executive Session at 5:46 p.m. for the discussion of **Items 34** through **36** as amended.

ADJOURNMENT

Council adjourned the meeting at 6:53 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

Attachment: MN_03_16_2021 (6575 : Approval of Minutes)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 6, 2021

The Columbia City Council conducted a Special Called Meeting on Tuesday, April 6, 2021 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 8:49 a.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to adopt the agenda as presented.

EVENT RESOLUTIONS

Safety plans that adhere to the COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, have been reviewed and approved by the Columbia Police Department for each of the following events.

Upon a single motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted five (5) to two (2) to approve **Event Resolutions Items 1 through 4**. Mr. Brennan, Mr. Rickenmann, Mr. Duvall, Ms. Devine, and Mayor Benjamin voted aye. Mr. McDowell and Mr. Davis voted nay.

1. Resolution No.: R-2021-024 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Trivia Night on Tuesday, May 25, 2021 – *Approved*
2. Resolution No.: R-2021-025 Authorizing consumption of beer and wine only at the Dinner on Main on Sunday, April 11, 2021 – *Approved*
3. Resolution No.: R-2021-027 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Live on Boyd Plaza on Sunday April 25, 2021 with a rain contingency date of Sunday, May 2, 2021 – *Approved*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, APRIL 6, 2021**

4. Resolution No.: R-2021-038 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Baker & Baker Presents Composer George Fetner on Thursday, May 13, 2021 with a rain contingency date of Thursday, May 27, 2021 – *Approved*

Councilor Devine said I want to make sure that people are aware that when we approve events, we are looking at each of them individually and diligently to make sure safety precautions are in place for those attending and working the events. I would caution all event planners to continue to be diligent in providing PPE and safety precautions at any event. If an event comes to us, that does not mean we will approve it if all precautions are not in place.

Councilor Davis said we are not at a point where we need to approve the resolutions as stated. The numbers are still concerning. I don't think we are there yet as a City and if we approve all these events then it's time to do away with the mask requirements and other precautions.

Councilor McDowell said we are on a slippery slope and we could easily have a spike in the numbers that are relatively calm right now. The variants are still there. I can't in good faith approve these events.

Mayor Benjamin said I appreciate that everyone is not just voting but thinking and being very deliberate in sharing their thoughts. It has been difficult to find a balance but we always follow the data. I am encouraged by the progression of the data but you are right, the variants are appearing all around the country and we have to be very intentional and deliberate in continuing the measures we have in place. At the same time, we need to save lives as well as livelihoods. It's important that we try to find that balance. There is no formula but good judgement and investing in public health will get us there. Thank you all for the hard work that you all do.

ADJOURNMENT

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to adjourned the meeting at 9:00 a.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

Attachment: MN_04_06_2021 (6575 : Approval of Minutes)



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFP008-20-21-KDD City of Columbia Disparity Study II.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Keen Independent Research, LLC, (hereinafter referred to as the "Consultant"), to provide data analysis, technical advisement, and a final report for a disparity study for the City of Columbia, SC.

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

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

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial

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term of eighteen (18) months for the Scope of Services attached as Exhibit A. The City may request additional services for up to two (2) additional one-year (1) periods at the mutual pleasure of both parties.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)
 - A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed i.e. Four Hundred Thousand Dollars and No/100 (\$400,000.00).

Owner will pay Consultant for performance of the work in accordance with the Contract Documents in current funds at the contract amount agreed upon on the Consultants Compensation Form attached to this Contract which establishes the contract value shall not exceed Three Hundred Fifty-Nine Thousand, Four Hundred Seventy-Six Dollars and Zero Cents (\$359,476.00) **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 Forty Thousand, Five Hundred Twenty-Four Dollars and Zero Cents (\$40,524.00). This contingency amount will be administered, if necessary, at the discretion of the City for optional additional services within the pre-determined Scope of Services for this Contract.

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- B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure

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

- D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit)
1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
 2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.

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3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultants sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and

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economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

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

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>20.00</u>	%
WBE	<u>10.00</u>	%
LSA	<u>N/A</u>	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) - **Non-applicable** (Remove Non-applicable accordingly) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are

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

8. **INDEMNIFICATION & INSURANCE**

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

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party,

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reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

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

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the

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Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

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

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

9. PERMITS & LICENSES

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any

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approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Consultant 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/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

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

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Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

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

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

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under

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this Agreement prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

13. **OWNERSHIP OF PROJECT AND PROJECT DOCUMENTS** - All data, documents or other information of any description delivered or transmitted to Consultant by the City shall remain the property of the City and shall be returned by Consultant to the City at the termination or expiration of this Agreement. All data, documents or other information of any description related to this Agreement and/or obtained or prepared by Consultant in connection with performance of the services pursuant to this Agreement shall become the property of the City, with the exception of the draft form items listed under Paragraph 14 of this Agreement. All data, documents or other information of any description related to this Agreement shall, upon request by the City, be returned by Consultant to the City at Consultant's expense at the termination and/or expiration of this Agreement. Consultant shall not use the data, documents or other information of any description related to this Agreement for any purpose whatsoever, except to perform the services required by this Agreement.
14. **CONFIDENTIALITY** – All financial, statistical, personal, technical, and other data and information relating to the City's operations which are designated confidential by the City and made available to the Consultant in order to carry out this Agreement, shall be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the City. The identification of all such confidential data and information from unauthorized use and disclosure shall be provided by the City in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by the City to be adequate for the protection of the City's confidential information, such methods and

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procedures may be used, with the written consent of the City, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of this paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of this Agreement, or is rightfully obtained from third parties. All e-mails, recordings, and interviews conducted by Consultant in draft form in connection with the performance of the services pursuant to this Agreement shall be retained by Consultant.

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

City of Columbia

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

Keen Independent Research, LLC

Name: Dave Keen
Title: Principal
Address: 100 Fillmore Street, 5th Floor
Denver, CO 80206
Phone: 303-385-8515
Fax: N/A
Email: dkeen@keenindependent.com

16. **CONSENT DECREE - Non-Applicable**

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

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

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

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

17. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

KEEN INDEPENDENT CONSULTING, LLC

David Keen, Principal

Print: Name/Title

David Keen

Signature

Date: 3/29/2021

(Corporate Seal)

Attest

Myra

Signature

Date: 3/29/2021

APPROVED AS TO FORM

Legal Department, City of Columbia

3-22-2021

Ref. # 2100 8413

Ref. # 2000 6915

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Keen Independent Research, LLC
City of Columbia Disparity Study II

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

1. The successful Consultant shall meet with the Office of Business Opportunities, Department of Procurement and Contracts, the City's Executive Management Team and all other pertinent City Departments and component units, as needed, to ensure that all relevant information and data is properly captured, recorded, and utilized. The intent of these meetings shall be to gain a comprehensive Citywide perspective to aid in the successful completion of the new Disparity Study;
2. The successful Consultant shall also meet with multiple external stakeholders during the fact finding phase and throughout the new Disparity Study.
3. The selected Consultant will also serve as a liaison to the City of Columbia's City Attorney's Office to conduct a legal review of the new Disparity Study's Final Report to ensure recommendations are achievable, legally defensible under applicable legal standards governing implementation of race and gender-conscious preference programs, and consistent with standards and methods used in the most recent court decisions;

The City is seeking a consultant to assist the City in designing and conducting a new Disparity Study for the relevant time period of FY 2016, through FY 2020 (i.e., July 1, 2016, through June 30, 2020). The requested services shall be completed across two project phases as described below.

This Scope of Services is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. Based on each Respondent's relevant experience, Respondents shall include additional scope details as part of their proposal and project work plan. The City will review and consider all qualified proposals for further consideration.

In analyzing M/WBE availability, utilization, and disparity as described above, the selected Consultant shall determine the extent to which:

- underutilization, if any, may be the result of discrimination by the City of Columbia or discrimination and/or other factors existing within the relevant industry(ies) in the relevant marketplace;
- discriminatory practices, if any, exist within specific industries, trades, procurement and service areas in the relevant geographic markets used by the purchasing or contracting departments of the City of Columbia; and
- any discriminatory practices identified may have hindered or impeded the ability for M/WBEs to compete for and participate in City of Columbia contracts (whether as prime contractors or subcontractors) or other procurement opportunities.

The City of Columbia utilizes a condensed version of the 5-digit NIGP codes to classify vendors according to specific products and services.

PHASE I: Utilization Scan & Analyses

During Phase I, the successful Consultant shall identify data sources relevant to the overall study and assist the City in defining the prospective areas of inquiry for Phase II. The tasks involved in conducting all analyses shall include, but may not be limited to:

- a. Completing a review and be familiar with the *2006 Business Utilization Causation Study for the City of Columbia Final Report* to include, but not limited to findings and recommendations.

- b. Developing a reasonable analysis of the City's current policies, processes, achievements, and previous areas cited within the *2006 Business Utilization Causation Study for the City of Columbia Final Report* for local and M/WBE utilization improvement.
- c. Conducting an in depth review of all relevant Procurement, Policies, Practices, & Procedures: Assess and Conduct a detailed examination of the City's laws, procurement policies and procedures, and M/WBE policies and practices that currently govern the City's procurement programs. including recommendations to the City in an effort to address any matters which further eliminate barriers, if any, for potential contractors to fully participate in the procurement process. Barriers may include, but may not be limited to bonding requirements, excess insurance requirements, delays in payments to Prime contractors etc.
- d. Developing a representative list of commodities and services typically procured by the City of Columbia.
- e. Determining the availability of procurement and contract data for goods, services and construction typically awarded by the City of Columbia (based on the National Institute of Governmental Purchasing standard or "NIGP" codes) and dollar amounts spent.
- f. Assessing the availability of awards and payment data maintained by the City on construction and professional services projects, and payment data on other goods and services received by the City. To include the collection of all pertinent electronic and hard copy data appropriate and available to execute various analysis associated with the new Disparity Study.
- g. Assessing the City's availability of utilization data of M/WBEs in the following business categories: construction primes, architecture and engineering consultants, professional services, other services, and goods and supplies.
- h. Assessing the Estimation of M/WBE Availability: Using various existing sources, assessing the City's processes for estimating the availability of firms in the relevant geographical market area that do business or are interested in doing business with the City of Columbia.
- i. Preparing Phase I Final Recommendations: Based on the knowledge acquired during Phase I, provide detailed recommendations to the City for all findings. Based on findings, the successful consultant shall recommend how best to design the scope, areas of focus, and sequencing of the Disparity Study to be conducted during Phase II. Specifically, during this step, the consultant will help the City assess the costs and difficulty of studying each of the issues set forth in Phase II Disparity Study, Items a-s, and Phase II Reporting Items a-i. of this RFP, as well as any potential industry-specific subsets of those topics the consultant identifies during Phase I.

At the conclusion of the Consultant successfully completing Phase I services, the City will decide in its sole discretion whether to proceed with Phase II. The City has issued this RFP with Phases I and II included as they are intrinsically connected, however the City notes that both phases, including Phase II, are subject to appropriation and may be cancelled by the City if an appropriation is not available.

PHASE II: Disparity Study

The City shall review the successful Consultant's recommendations from Phase I to determine how to proceed with the design and scope of the Disparity Study. In the City's sole discretion, it will determine the scope and breadth of Phase II services. Phase II of the Disparity Study may be expanded to include other South Carolina-based governmental and quasi-governmental authorities. If the City elects this option, the tasks involved in conducting the Disparity Study may include tasks listed above during the Analysis phase.

At a minimum, Phase II services shall include, but may not be limited to the completion of the following:

- a) A Legal Review & Analysis: review of the legal framework on which disparity studies are based, and include standards established by the *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469, 109 S.Ct. 706 (1989), as well as other relevant court cases with emphasis on program and methodological requirements.

We request that the City's legal counsel closely consult with the selected Consultant to discuss the legal requisites of each entity to ensure Consultant understands the controlling law, and validate that the new Disparity Study services meet all applicable legal standard.

- b) A review and determination of the appropriate statistical research methodology for the extraction and analysis of procurement and contract data related to disparity analysis for the City of Columbia during the relevant time period that is consistent with current case law.
- c) A complete Collection of Data and presentation of findings: Assess the availability of awards and payment data maintained by the City and M/WBE participation in compliance related programs in construction and professional services that are monitored by the City of Columbia Office of Business Opportunities. Collect all pertinent electronic and hard copy data as appropriate and available to execute various analyses associated with the City's disparity study.
- d) Report on various categories of expenditures to include, but may not be limited to procuring a vast array of commonly purchased goods, equipment, IT items and accessories, etc. The successful consultant must also coordinate with City staff on service related contracts to include both professional and non-professional services.

The City's Procurement and Contracts Department releases solicitations both formal and informal procurement processes. The City's current electronic bidding software is managed and operated by Ionwave Technologies. Some City procurements are released using National Institute of Governmental Purchasing "NIGP" codes. Most payments are processed using related product codes.

- e) Determination of the availability of M/WBEs (by ethnic group and gender) in the relevant market area used by the City of Columbia for each category of goods, services and construction procured by the City of Columbia (based on NIGP codes). In analyzing availability, the selected Consultant will be required to precisely define its measure of availability and explain how such availability was calculated. The analysis of availability shall encompass all goods and services procured by the City of Columbia (including professional services, goods, construction and other services), and will identify the relative percentage of M/WBEs that are available (by ethnic group and gender) in the relevant market area for each NIGP category of goods, services and construction procured by the City.
- f) A prepared report on estimation of the M/WBEs available in the relevant market: Using various sources, assess and estimate the availability of firms in the relevant geographic market area who are ready, willing, and able to do business or are interested in doing business with the City.
- g) An examination, summarization, and comparison of the availability measures for the City of Columbia's relevant categories of contracts (e.g., construction, architectural and engineering, goods, and other services) as established in other similar studies completed in the City of Columbia's relevant geographic market.
- h) Development of a Disparity Model, and using such model, identify any disparity existing between the City of Columbia's utilization of M/WBEs and the availability of M/WBEs in the overall relevant market area. The Disparity Model will be created by using appropriate statistical

methodology and will be consistent with the standards established by current case law. If a disparity is found to exist, the relevance and significance of such disparity will be documented and explained through statistical analyses, comparing the utilization of M/WBEs in the City of Columbia's contracts respectively with the availability of such firms in the relevant market area, categorized by industry (NIGP codes), race, ethnicity, and gender.

- i) Determination of the extent to which any identified disparities in the utilization of available M/WBE's by the City are attributable to discrimination.
- j) Analyze Public Sector Utilization: Assess the availability and collect utilization data of M/WBEs on the City's prime contracts and subcontracts for all City Departments.
- k) Recommendation of programs to remedy the effects of any discrimination identified, and to reduce or eliminate any other marketplace barriers which adversely affect the contract participation of M/WBE's.
- l) Process to identify best practices for the policy recommendations on remediating any identified disparities, as well as effective tools for developing M/WBE capacity.
- m) Private Sector Marketplace Analysis: identify the presence or absence of passive discrimination in the private sector.
- n) Anecdotal Evidence of Discrimination: gather anecdotal information regarding contracting and purchasing practices in the City's market area from M/WBE and non-M/WBE firms through the collection of formal complaints, in-depth interviews, focus groups, and surveys.
- o) Relevant Geographic Market Analysis: evaluate and determine the relevant geographic market area of expended dollars with firms based on their location.
- p) Evaluation of the effectiveness of any race-/gender-neutral initiatives that have been used by the City of Columbia to eliminate discrimination and/or increase M/WBE participation in public contracting.
- q) Determine and evaluate the extent to which any identified disparity in the utilization of M/WBEs in the City of Columbia's relevant market has likely been caused, in part, by unlawful race or sex discrimination using statistical and quantitative methods.
- r) Public Sector M/WBE Disparity Ratios: determine whether a disparity exists by creating a disparity index as well as using statistical significance testing.
- s) Recommendations: a detailed set of recommendations based on the factual predicate information developed in the study and the consultant's extensive inventory of selected practices.

PHASE II: Reporting

The selected Consultant will be required to prepare and submit the following to the City of Columbia throughout Phase II:

- a) Conduct weekly progress meetings with the Office of Business Opportunities and as needed with other departments and/or divisions.
- b) Conduct bi-weekly meetings with the City Disparity Committee, which shall take place during normal business hours, Monday – Friday, excluding City Observed Holidays (see Exhibit – *2021 City Holiday Calendar*).

- c) Provide Monthly progress reports to OBO Director, Director for Department of Procurement and Contracts, Executive Leadership, and other departments as required.
- d) Make periodic presentations to the City of Columbia or divisions thereof, to explain Study methods, results, and reports.
- e) Prepare and present preliminary draft report: At least sixty (60) calendar days prior to the date the Disparity Study Final Report is due, the selected Consultant shall submit a preliminary draft of the Disparity Study Report for the City's review and comment. The City's review of the preliminary report will be completed in approximately thirty (30) working days of receipt of the preliminary draft. The selected Consultant must conduct the Disparity Study and prepare the final Disparity Study Report to include the results and findings from all contract requirements.
- f) Final Disparity Study Report: provide the City with a final report detailing the findings and recommendations of the disparity study, including but not limited to an in-depth review of public sector contracting policies, the legal framework for disparity studies, determinations as to whether a statistically significant disparity exists, methodology used to arrive at these determinations, and recommendations based on the results of the study.
- g) The successful Consultant(s) duties may also include providing general and specific technical assistance to the Office of Business Opportunities, Department of Procurement and Contracts, Budgets and Program Management Office, Finance, Community Development, Columbia Water, Department of Human Resources, and other departments within the City, as needed. This may include assisting staff with standardizing documents, updating policies and procedures, ordinances, forms, etc., to identify and address any deficiencies that may exist in the areas of diversity and inclusion.

Additionally, the Consultant(s), in coordination with the City's Attorney's Office, shall also review the City's current compliance programs to ensure that all programs are narrowly tailored, legally defensible under applicable legal standards, and designed to further achieve the City's goal to promote the utilization of M/WBEs.

- h) The Consultant must be available to testify and otherwise assist the City of Columbia in any litigation that may occur as a result of programs adopted based on the Study. The Consultant will provide such assistance on a time and materials basis at rates that do not exceed those set forth in the Cost Proposal Form of this RFP (that will be submitted with your Proposal).

The Consultant(s) and the Client recognize that the requested services may be adjusted or deferred based on scheduling, funding availability, and the City's desire to alter the scope of work.

EXHIBIT B - SCHEDULE FOR COMPLETION OF SERVICES

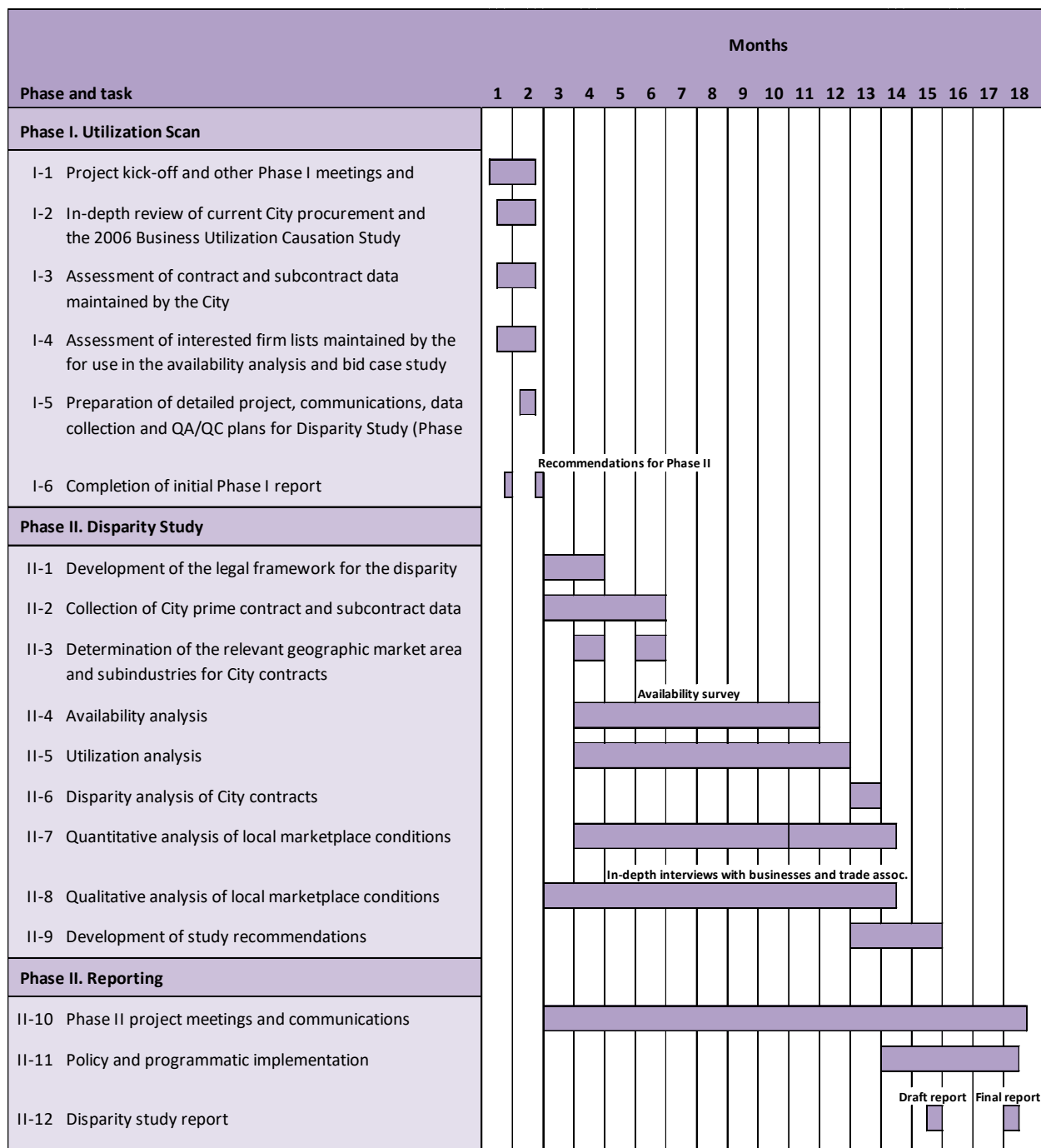


EXHIBIT C - COMPENSATION

Phase I Utilization Scan and Analysis

	Total Hours Estimated	Hourly Rate	Total Cost (hours x rate)
Keen Independent Research LLC (prime consultant)			
David Keen, Principal	23	\$376	\$8,648
Annette Humm Keen, Principal	20	\$259	\$5,180
Keen Independent Senior Consultants	21	\$165	\$3,465
Keen Independent Consultants	20	\$140	\$2,800
Keen Independent Project Assistants and Research Assistants	20	\$100	\$2,000
Holland & Knight			
Keith Wiener, Partner	7	\$600	\$4,200
Comprehensive Business Consultants, LLC (CBC)			
Gloria Cyprian-Tanner, Principal	24	\$176	\$4,224
Charnita Mack, Communication Specialist	0	\$47	\$0
DESA, Inc.			
Diane Sumpter, Founder, President and CEO	22	\$170	\$3,740
Camille Shaw, DESA, Inc. Project Manager	24	\$96	\$2,304
Customer Research International (CRI)			
Sanjay Vrudhula, President	0	\$300	\$0
CRI Interviewers	0	\$28	\$0
		Total Fixed Price	\$36,561

Phase II Disparity Study

	Total Hours Estimated	Hourly Rate	Total Cost (hours x rate)
Keen Independent Research LLC (prime consultant)			
David Keen, Principal	35	\$376	\$13,160
Annette Humm Keen, Principal	37	\$259	\$9,583
Keen Independent Senior Consultants	164	\$165	\$27,060
Keen Independent Consultants	276	\$140	\$38,640
Keen Independent Project Assistants and Research Assistants	298	\$100	\$29,800
Holland & Knight			
Keith Wiener, Partner	23	\$600	\$13,800
Comprehensive Business Consultants, LLC (CBC)			
Gloria Cyprian-Tanner, Principal	152	\$176	\$26,752
Charnita Mack, Communication Specialist	48	\$47	\$2,256
DESA, Inc.			
Diane Sumpter, Founder, President and CEO	224	\$170	\$38,080
Camille Shaw, DESA, Inc. Project Manager	252	\$96	\$24,192
Customer Research International (CRI)			
Sanjay Vrudhula, President	4	\$300	\$1,200
CRI Interviewers	600	\$28	\$16,800
		Total Fixed Price	\$241,323

Attachment: Final.Agreement.RFP008-20-21-KDDC City of Columbia Disparity Study II Consultant)

Phase II Reporting

	Total Hours Estimated	Hourly Rate	Total Cost (hours x rate)
Keen Independent Research LLC (prime consultant)			
David Keen, Principal	90	\$376	\$33,840
Annette Humm Keen, Principal	44	\$259	\$11,396
Keen Independent Senior Consultants	40	\$165	\$6,600
Keen Independent Consultants	38	\$140	\$5,320
Keen Independent Project Assistants and Research Assistants	50	\$100	\$5,000
Holland & Knight			
Keith Wiener, Partner	20	\$600	\$12,000
Comprehensive Business Consultants, LLC (CBC)			
Gloria Cyprian-Tanner, Principal	14	\$176	\$2,464
Charnita Mack, Communication Specialist	8	\$47	\$376
DESA, Inc.			
Diane Sumpter, Founder, President and CEO	18	\$170	\$3,060
Camille Shaw, DESA, Inc. Project Manager	16	\$96	\$1,536
Customer Research International (CRI)			
Sanjay Vrudhula, President	0	\$300	\$0
CRI Interviewers	0	\$28	\$0
		Total Fixed Price	\$81,592

Overall Fixed Price Total

	Total Fixed
Phase I: Analysis	\$36,561
Phase II: Disparity Study	\$241,323
Phase II: Reporting	\$81,592
Combined Grand Total Cost	\$359,476

Optional Additional Services

	Hourly Rate
David Keen, Principal	\$376
Annette Humm Keen, Principal	\$259
Keen Independent Senior Consultants	\$165
Keen Independent Consultants	\$140
Keen Independent Project Assistants and Research Assistants	\$100

Note: The Cost Proposal shall include each appropriate Position Title as required to complete the Scope of Services noted within the RFP. Additional rows may be added to accommodate the necessary listing of staff who will be performing services.

Note: If you determine there are staff or personnel who will provide services not within the Scope of Services for Phase I or II, please use the Optional Additional Services table to include their position and hourly rate.

Note: The City anticipates much of the work will be accomplished remotely, but does also anticipate the selected awardee may be required to travel. All travel and subsistence is to be INCLUDED in the Labor Costs. The City will NOT separately reimburse for travel, lodging, subsistence and miscellaneous (ad-hoc) expenses.

APPENDIX - BUSINESS INFORMATION RECORD FOR SUBCONSULTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # (Required) & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Cod - See Key Below)
Comprehensive Business Consultants, LLC DUNS #: 602569746 CAGE Code: 4RY40	V013545	In-depth interviews; focus groups; data collection	\$36,072	10 %	DBE	BF
DESA, Inc. DUNS #: 175250588 CAGE Code: 0VYA4	V000544	In-depth interviews; focus groups; data collection	\$72,912	20 %	MBE	BF
Holland & Knight LLP DUNS #: 077583318 CAGE Code: 1NEG4	N/A	Legal framework and analysis	\$30,000	8 %	N/A	N/A
Customer Research International DUNS #: 949437578 CAGE Code: 34BM4	N/A	Availability survey	\$18,000	5 %	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 \$ 156,984

TOTAL CONTRACT AMOUNT: \$ 359,476

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

Business Name: - Keen Independent Research LLC

Representative Name/Title: Alex Keen, Chief Operating Officer and Senior Consultant

Date: 12/18/2020

Attachment: Final.Agreement.RFP008-20-21-KDDC City of Columbia Disparity Study II Consultant

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Comprehensive Business Consultants, LLC

Company Name

1805 Clemson Road, No. 290433

Physical Address

Same as above

Mailing Address

Columbia, SC 29229

City/State Zip Code + 4

(803) 733-1607

Phone number

(803) 733-1606

Fax number

Gloria Tanner

Primary Contact Name

Secondary Contact Name

gtanner@cbcllc-us.com

Primary Contact Email Address

Secondary Contact Email Address

86-1134271

Federal ID #

V013545

Vendor #

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

DESA, Inc.

Company Name

400 Percival Road

Physical Address

Same as above

Mailing Address

Columbia, SC 29206

City/State Zip Code + 4

(803) 743-1142

Phone number

(803) 743-1170

Fax number

Diane Sumpter

Primary Contact Name

Camille Shaw

Secondary Contact Name

dianes@Desainc.com

Primary Contact Email Address

shaw1@Desainc.com

Secondary Contact Email Address

57-0816144

Federal ID #

V000544

Vendor #

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

Holland & Knight LLP

Company Name

1180 West Peachtree Street, NW, Suite 1800

Physical Address

Same as above

Mailing Address

Atlanta, GA 30309

City/State Zip Code + 4

(404) 817-8515

Phone number

(404) 541-4457

Fax number

Keith Wiener

Primary Contact Name

Secondary Contact Name

kwiener@hklaw.com

Primary Contact Email Address

Secondary Contact Email Address

59-0663819

Federal ID #

N/A

Vendor #

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

Customer Research International

Company Name

135 South Guadalupe Street

Physical Address

Same as above

Mailing Address

Austin, TX 78666

City/State Zip Code + 4

(512) 757-8100

Phone number

(512) 353-3696

Fax number

Sanjay Vrudhula

Primary Contact Name

Michelle Vrudhula

Secondary Contact Name

Sanjay@CRI-Research.com

Primary Contact Email Address

Michelle@CRI-Research.com

Secondary Contact Email Address

74-2911623

Federal ID #

N/A

Vendor #

Security Management of SC, Limited Liability Corporation

March 9, 2021

Description of Change: Request change in Agreement for the Police Department between the City of Columbia (City) and Security Management of SC, Limited Liability Corporation (Contractor) to modify the contract renewal terms, and to extend the Agreement and accept the revised hourly rates from January 1, 2021 to June 30, 2021. The revised rate sheet and the Contractor price proposal are attached hereto.

This renewal term of the agreement is changed from a renewal term of two (2) additional one (1) year periods to the following:

- Renewal term year one (1) year from January 1, 2021 – June 30, 2021
- Renewal term year two (2) from July 1, 2021- June 30, 2022
- Renewal term year three (3) from July 1, 2022- December 31, 2022

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

Proposed Change and Basis for Payment:

Original Contract Amount – (Award; Purchase Order# P180082):	\$455,000.00
Cost Increase; Purchase Order# P180082:	\$171,000.00
Cost Increase; Purchase Order# P185215:	\$800,000.00
Current Contract Amount:	\$1,426,000.00
This Contract Amendment #1 (Time Extension January 1, 2021 – June 30, 2021; Accept Rate Increase; Purchase Order# P185215):	\$00.00
Revised Contract Amount:	\$1,426,000.00

This Change is Acceptable:**Name of Firm**

Security Management of SC, LLC

 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
 3/29/2021

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REVISED RATE SHEET

Revised Rates and Pricing: Effective March 1, 2021 – June 30, 2021	
Armed Officer Hourly Bill Rate:	\$14.86
Total Approved Overtime Bill Rate:	\$22.29
Total Regular Hours Per Week:	935
Total Scheduled OT Hours Per Week:	22.5
Total Weekly:	\$14,395.63
Total Hourly Bill Rate:	\$22.85
Total Hours per Week:	40
Total Weekly:	\$914.00
Total Program Hours Per Week:	997.5
Total Program Weekly Spend:	\$15,393 .13
Total Program Annual Spend :	\$800,442.50

Requisition # R209562JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Police Division.

(1)

(2)

as a sole source procurement from Shotspotter

(3)

based upon the following justifications Only SST can provide a true wide-area gunshot

(4)

detection, location, alert and analysis solution as well as future expansions and ongoing

maintenance and support. There is currently only one wide-area gunshot detection and location

system available commercially for law enforcement and it is exclusively offered by SST

This sole source is valid through June 30, 2021 ^{WA} April 17, 2022 KSB Amount \$ 390,000 ^{WA} \$460,000 KSB

Police
Department

Wm. Heller
Signature of Department Head

3/23/2021
Date

Sandra A. Middleton

03/25/2021

Signature of Purchasing Agent

Date

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

Jalomo
Signature of Finance Director

3/29/21
Date

SIGN HERE

Signature of Asst. City Manager

Date

Signature of City Manager

Date

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

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 07/2018)

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

Attachment: Sole Source Justification (6585 : ShotSpotter Contact Renewal)



Proprietary Justification

To whom it may concern:

Please accept this letter as information that ShotSpotter, Inc. is the worldwide sole source vendor of ShotSpotter FlexSM, a proprietary wide-area outdoor Gunshot Detection, Location, and Forensic Analysis Service.

We are the only company that offers a wide-area outdoor gunshot detection solution that provides the following:

- Currently managed 24/7/365 Secure Incident Review Center manned by highly skilled and trained acoustic specialist in wide-area outdoor gunshot detection and verification who have reviewed over 5.7 million incidents per year
- Including Service Level Guarantees (99.9% Availability; 90% outdoor detection rate within 25 meters, and alerts reviewed & published in less than 60 seconds) under contract for over 100 cities across America.
- Acoustic sensing technology protected by 34 unique and current patents pertaining to wide-area outdoor gunshot detection.
- Over 24 years of outdoor wide-area gunshot detection experience supporting law enforcement agencies throughout the United States.
- Active wide-area outdoor deployments in over 100 cities across America, with over 760 square miles of coverage under contract.
- Detecting wide-area outdoor gunfire for over ten of the largest law enforcement agencies in America, including: New York, Chicago, Boston, Baltimore, Washington DC, Miami, Miami-Dade, San Francisco, Oakland, Denver, and more.
- And, 10 Consultants (Customer Success team members) representing over 250 years of federal and local law enforcement experience – available 24 hours per day, seven days per week to help customers maximize the value of their ShotSpotter Gunshot Detection System.

ShotSpotter is the only wide-area outdoor gunshot detection company in the world that offers this unique combination of technology, service, and experience. If we can answer any questions or provide additional support information, please let us know.

Respectfully,

Gary Bunyard
Senior Vice President
ShotSpotter, Inc.
Phone: (510) 399-3083
gbunyard@shotspotter.com

Attachment: Sole Source Justification (6585 : ShotSpotter Contact Renewal)

AMENDMENT ONE TO FLEX SERVICES AGREEMENT

This Amendment One (this "Amendment One") to the Flex Services Agreement between ShotSpotter, Inc. ("ShotSpotter") and the City of Columbia, SC ("Customer" or "City") dated September 10, 2018 (the "Agreement") is effective as of the last date of signature below. Should there be a conflict between the terms of the Agreement and this Amendment One, the terms of this Amendment One shall control. ShotSpotter and Customer may also be referred to herein individually as a "Party", or collectively as the "Parties".

WHEREAS, ShotSpotter and Customer entered into a ShotSpotter Missions™ Services Agreement (now ShotSpotter® Connect™) dated December 13, 2019; and

WHEREAS, in conjunction with the ShotSpotter Connect Agreement, ShotSpotter offered, and Customer accepted an expansion of the Customer's ShotSpotter® Flex™ (now ShotSpotter® Respond™) Coverage Area of one (1) square mile to be implemented under the terms of the Agreement, with implementation fees, and subscription fees for year 1 of the additional one (1) square mile waived by ShotSpotter; and

WHEREAS, implementation, go live, and Customer's acceptance of the additional one (1) square mile occurred on June 8, 2020.

The Parties agree as follows:

1. The Parties desire to continue the subscription for the one (1) square mile, with payment due for the period June 8, 2021 through June 7, 2022 as set forth in ShotSpotter Quotation #COLSCPD022621 attached hereto as Exhibit A.

THIS AMENDMENT ONE REPRESENTS THE ENTIRE UNDERSTANDING AND AGREEMENT OF THE PARTIES' WITH RESPECT TO THE SUBJECT MATTER HEREIN. NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY CONFIRMATION, PURCHASE ORDER, OR OTHER BUSINESS FORM, WRITING OR MATERIAL SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF COLUMBIA, SC

SHOTSPOTTER, INC.

Teresa B. Wilson
Signature

Signature

Teresa B. Wilson
Printed Name

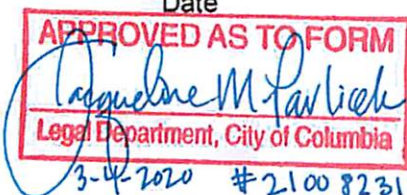
Printed Name

City Manager
Title

Title

3/15/2021
Date

Date





7979 Gateway Blvd., Suite 210
Newark, CA 94560-1156
Phone (888) 274-6877 Fax (650) 887-2106

DATE 2/26/2021
Quotation # COLSCPD022621
Customer ID Columbia PD

Quotation For:
Major Rick Hines
Columbia Police Department
P.O. Box 1059
Columbia, SC 29201

Quotation valid until: 6/7/2021
Prepared by: CDALY

Comments or Special Instructions: Annual Subscription Services for June 8, 2021 through June 7, 2022 for the Phase II 1.0 mi² of coverage. The proposed services will be delivered according to the terms and conditions contained in the ShotSpotter Respond Services Agreement signed September 10, 2018 and the amendment to which this quote is attached.

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	TERMS	
Jacobs			Electronic	Net 30	
QUANTITY (mi ²)	DESCRIPTION		UNIT PRICE (per mi ²)	TAXABLE?	AMOUNT
1	ShotSpotter Annual Subscription Services for Phase II for June 8, 2021 through June 7, 2022.		\$70,000.00		\$70,000
				SUBTOTAL	\$70,000
				TAX RATE	
				SALES TAX	
				OTHER	
				TOTAL	\$70,000

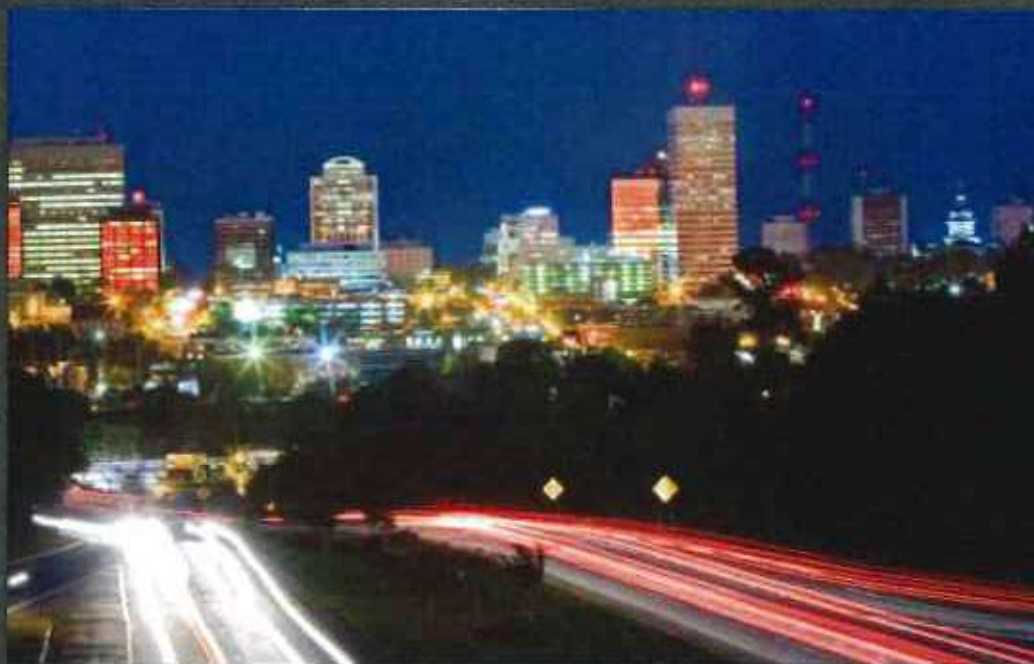
Please contact Ron "Jake" Jacobs at 510-468-8934 or rjacobs@shotspotter.com with any questions or to accept this quote and request a formal proposal.

THANK YOU FOR YOUR BUSINESS!



3-4-2021

Attachment: Approved Amendment (6585 : ShotSpotter Contact Renewal)



confidential

FIRM FIXED PRICE PROPOSAL
FOR A SUBSCRIPTION-BASED
SHOTSPOTTER® FLEX™ GUNFIRE LOCATION
ALERT AND ANALYSIS SERVICE FOR
CITY OF COLUMBIA, SOUTH CAROLINA

Attachment: Fully Executed 3 Year Agreement (6585 : ShotSpotter Contact Renewal)



CITY OF COLUMBIA

**Firm Fixed Price Proposal for a Subscription-Based
ShotSpotter® Flex™ Gunfire Location, Alert and Analysis Service**

Prospect: City of Columbia, South Carolina
Proposal ID: COLUMSC08032018
Date: August 3, 2018
Submitted by: Phil Dailly, Director – Southeast Region
+1.704.470.5501 mobile
+1.650.887.2106 fax
phild@ShotSpotter.com

SST, Inc.
7979 Gateway Blvd, Suite 210
Newark, California 94560
+1.888.274.6877
info@ShotSpotter.com
www.ShotSpotter.com

Attachment: Fully Executed 3 Year Agreement (6585 : ShotSpotter Contact Renewal)



CITY OF COLUMBIA

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SST Introduction and Background

About SST, Inc.

SST was founded in 1995 and with 31 issued patents, and over 90 successful agency engagements covering over 300 square miles, SST has become the de-facto leader in the development and deployment of wide area acoustic gunshot surveillance systems. Our sensor-based technology detects, locates and alerts on all outdoor urban gunfire on a real time and precise basis. These alerts are then vetted by an acoustic reviewer in our 24/7 Incident Review Center before getting pushed to a customer web accessible laptop or mobile device. The alerts will show a precise dot on a map with the real recording of the actual gunfire event. The situational intelligence advantage and ground truth that our alerts bring to a tactical response provides for enhanced officer safety. At an agency level, it provides for an efficient and effective way to respond to and investigate gun crime.

Our service is delivered as an easily implemented Software as a Service (SaaS) solution requiring no investment in or maintenance of expensive hardware or software. Our contracts are based on an affordable one-year subscription agreement providing for maximum flexibility and the de-risking of a ShotSpotter deployment.

Our Core Beliefs

Our inspiration comes from our Principal Founder, Dr. Bob Showen's core belief that technology in its highest and best use should be harnessed for social good. The collective passion of our employees, investors and partners is based on providing a compelling solution and consulting expertise focused on helping reduce gun violence and creating safer more vibrant communities coping with the epidemic of gun violence. We are committed to developing comprehensive, respectful and intimate partnerships with agencies and their respective cities organized around making a positive difference. Today, ShotSpotter is highly regarded as a critical component of a comprehensive gun violence reduction strategy and is playing an active part in making communities safer for our future generations. We aspire to make that both our individual and firm wide legacy.



Our Experience

Our company has had over 20 years of successful experience in designing and deploying ShotSpotter arrays in a number of diverse urban environments with various acoustic and environmental challenges. We have the largest database of gunfire events and other impulsive noise detections on the planet allowing us to continually refine and improve our machine classification techniques. Our data is scientifically sound and used in court cases at both the state and federal levels.

Most importantly, we have over the years, been able to learn alongside our clients, a number of best practices techniques to improve on measurable outcomes and the operational effectiveness of our solution. We take a consultative approach to our client engagements and bring to bear a formal onboarding process and provide comprehensive training and ongoing webinars to advance the state of gun violence abatement.

Our Service and Product Offerings

SST is well known and respected for its gunshot detection solutions that have historically helped police identify, analyze, and respond to violent gun crime in urban cities. The ShotSpotter product continues to become a household name in law enforcement agencies across the world. Today, the company has expanded its solution offering to include small area gunshot detection. This new security solution is focused on K-12 schools, college and university campuses, corporate facilities and other key critical infrastructure that are vulnerable to unpredictable active shooter attacks.

An overview of our suite of services include the following:

- **ShotSpotter® Flex™** – gunfire alerting and analysis of gunfire for local law enforcement agencies in urban areas.
- **ShotSpotter® SiteSecure™** for Critical Infrastructure – physical security designed to detect gunfire attacks on commercial and federal buildings, electrical substations, airports, and large outdoor structures.
- **SST SecureCampus®** – designed to provide outdoor gunfire coverage at university and school campuses.



About Our Service – ShotSpotter Flex

Real-Time Gunfire Data

ShotSpotter Flex helps law enforcement agencies by directing police to the precise location of illegal gunfire incidents. ShotSpotter instantly notifies officers of shootings in progress with real-time data delivered to dispatch centers, patrol cars and even smart phones. Instant alerts enable first responders to aid victims, collect evidence and quickly apprehend armed, dangerous offenders.

ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. Police now possess a scientific barometer of success: smart policing leads to fewer shootings.

Key Features	Key Benefits
Constant, 360-degree wide-area acoustic surveillance throughout large coverage areas.	Enhanced situational awareness and officer safety.
Immediate alerts when no one calls 9-1-1.	Faster evidence collection and witness identification.
Precise location including latitude/longitude, street address.	Court-admissible, detailed forensic reports (DFRs).
Number and exact time of rounds fired.	Increased gun crime arrests.
Identification of fully-automatic or high-capacity weapons.	Improved community relations and collaboration.
Identification of multiple shooters.	Proactive gun crime pattern analysis and strategic deterrence.
Shooter position, speed and direction of travel.	No need to buy/manage a complex technology infrastructure.
Detailed forensic data for investigation, prosecution, analysis.	Expedited response to shooting victims.
Easily-accessible single and cumulative historical reports.	Increased suspect leads, suspect arrests.
Annual subscription-based service is a hosted cloud-based solution.	Increased ability to identify homicides and injured victims.

Sensor Platform

Our detection solution is enabled through proprietary special purpose-built sensors that are designed to trigger and time-stamp impulsive acoustic events that spike above ambient noise. When three or more sensors "trigger" the software system, it is able to triangulate the exact location of the event within 82 feet.

SST designs and deploys a sensor array of typically 15-20 sensors per square mile in order to support a coverage area. Although the company may seek assistance from the city/agency for permissions to mount the sensors, the ownership and maintenance of the sensors is the sole responsibility of SST.

Subscription-based and Software as a Service

SST's cloud-based system is cost effective.

In addition to owning and operating the underlying sensor network, SST also owns and operates the data center infrastructure which provides the 24x7x365 real-time data. Sensors operate on "machine-to-machine" (M2M) data contracts provided by our cellular provider partners. Because SST maintains thousands of live sensor connections with those partners, we achieve per-sensor connectivity savings far beyond what a single agency could negotiate, and we pass those savings along to our customers in the form of a fixed price subscription.

Built-in redundancy eliminates any single point of failure.

SST operates fully redundant data centers on both the East and West Coasts, both of which have doubly-redundant power and HVAC, and triply-redundant Internet connectivity. The company has invested in full data redundancy and backups, as well as offsite backup, and provides a level of 24x7x365 fault tolerant hardware and network uptime that no agency—even the biggest—could afford to procure, let alone maintain, on its own.

Subscription Based

The subscription-based cost structure of ShotSpotter Flex not only makes sophisticated gunshot detection a reality for your agency, it helps you maximize your people by speeding investigations, supporting prosecutions and deploying

patrol officers where and when they're needed most to successfully prevent gun violence.

Annual terms provide the maximum flexibility and reduction of risks as an agency can opt out after the one-year term (although we trust our service will provide positive outcomes that you will want to continue to receive).

Incident Review Center

Our 24x7x365 commitment coupled with unparalleled acoustic expertise provides an instant assessment of all incidents, freeing up time that dispatchers and officers would otherwise spend analyzing alerts. We provide the level of data qualification needed to have confidence when dispatching based on alerts. Drawing on their experience, SST experts add critical situational intelligence to alerts, that can help personnel respond more safely and successfully.

After an explosive (or impulsive) sound triggers ShotSpotter sensors that an incident is detected and located, audio from the incident is sent to the SST Incident Review Center via secure, high-speed network connections for real-time qualification. Within seconds, an SST professional reviewer analyzes audio data and recordings to confirm gunfire. The qualified alert is then sent directly to the dispatch center, PSAP, mobile/patrol officers and any other relevant safety or security personnel.

SST's team of expert reviewers has direct experience reviewing thousands of incidents captured by SST systems. Reviewed alerts help law enforcement respond safely and effectively to gunfire by providing:

- Precise location of gunfire, both latitude/longitude and street address.
- Number and exact time of shots fired.
- Shooter position, speed and direction of travel (if moving).
- Faster, more accurate alerts.
- Gunfire incident history and pattern analysis.

SST's incident reviewers hear thousands of gunfire incidents during their training, and each incident is presented to them from the perspective of multiple sensors. SST incident reviewers have reviewed and analyzed more acoustic gunfire incidents, from more perspectives, than quite literally anyone else in the world.

SST's Real-Time Incident Review Center operates 24 hours a day, 365 days a year in a protected and fully redundant environment. Our software provides live chat functionality for immediate communication and assistance when required.

Best Practices and Onboarding Training

The SST Training Team

The Training Team consists of former law enforcement professionals with over 40 years of experience. Our mission is to make the customer as successful as possible. We do this through continued and on-going support to help you learn how to get the most benefit from the services we offer. All the training modules we offer are included in the price of the service, so never hesitate to request training if your agency is in need.

Getting Started

Early in the engagement process, one of our trainers will be assigned to the agency to ensure wide-ranging but consistent training is delivered based on the agency customer's need. While the service is being deployed, we first present to command staff personnel and key identified stakeholders in the service. This Best Practices Presentation is based on knowledge of law enforcement practices and learning from our customer agencies that have been successful with incorporating ShotSpotter services into the fabric of the department. The idea is to get the agency thinking about success and ways to achieve it right from the beginning.

Educational and Best Practices Webinars

To help support you in your deployment process, SST has a number of training webinars to help you get your team trained internally on how to use our products and services. We also offer a series of archived best practices webinars on a variety of law enforcement topics from reducing celebratory gunfire to keeping neighborhoods safer. These webinars are led by our internal SST experts, many of whom have an extensive background in both public safety and business.

Gunfire Data and Alerts

The alerts that are generated by ShotSpotter are delivered in the following forms:

i. ShotSpotter® Dispatch™ and ShotSpotter® Respond™ Apps

The ShotSpotter Dispatch and ShotSpotter Respond apps are the user interface most often used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to this app.

The app provides the type of gunfire (single round, multiple round), a unique identification number (Flex ID number), a date and time of the muzzle blast (trigger time), latitude-longitude of the location of the muzzle blast, nearest address of the location of the muzzle blast, number of shots, direction of travel (moving shooter, multiple rounds), speed of travel (moving shooter, multiple rounds), district identification, and beat identification.

An SST analyst may add other contextual information related to the event such as the possibility of multiple shooters, high capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). An audit trail of the time the alert was published, acknowledged and closed at customer facility is also contained in the report. All notes by Call Takers

and Dispatchers are added to the alert are time and date stamped and indicate the operator's identification. For Patrol Officers, an audio clip of the incident is provided with the alert.



ii. Investigator Portal

All historical incident data in the ShotSpotter Flex database can be viewed, searched, sorted, and filtered using the ShotSpotter Investigator Portal. Reports for single incidents and groups of incidents can be run. Parameters and filter settings may be used to select incidents grouped into a single report. Any predefined reports may be viewed on a monitor, printed, or exported to standard CSV format.

End-users can create their own custom reports or otherwise analyze the data using standard COTS products such as Microsoft SQL Server Report Builder, Crystal Reports, ArcGIS including Spatial Analyst, and any other SQL tools or SQL Server compatible tools. Because the system stores all incident details into an SQL database, generating reports is relatively simple.

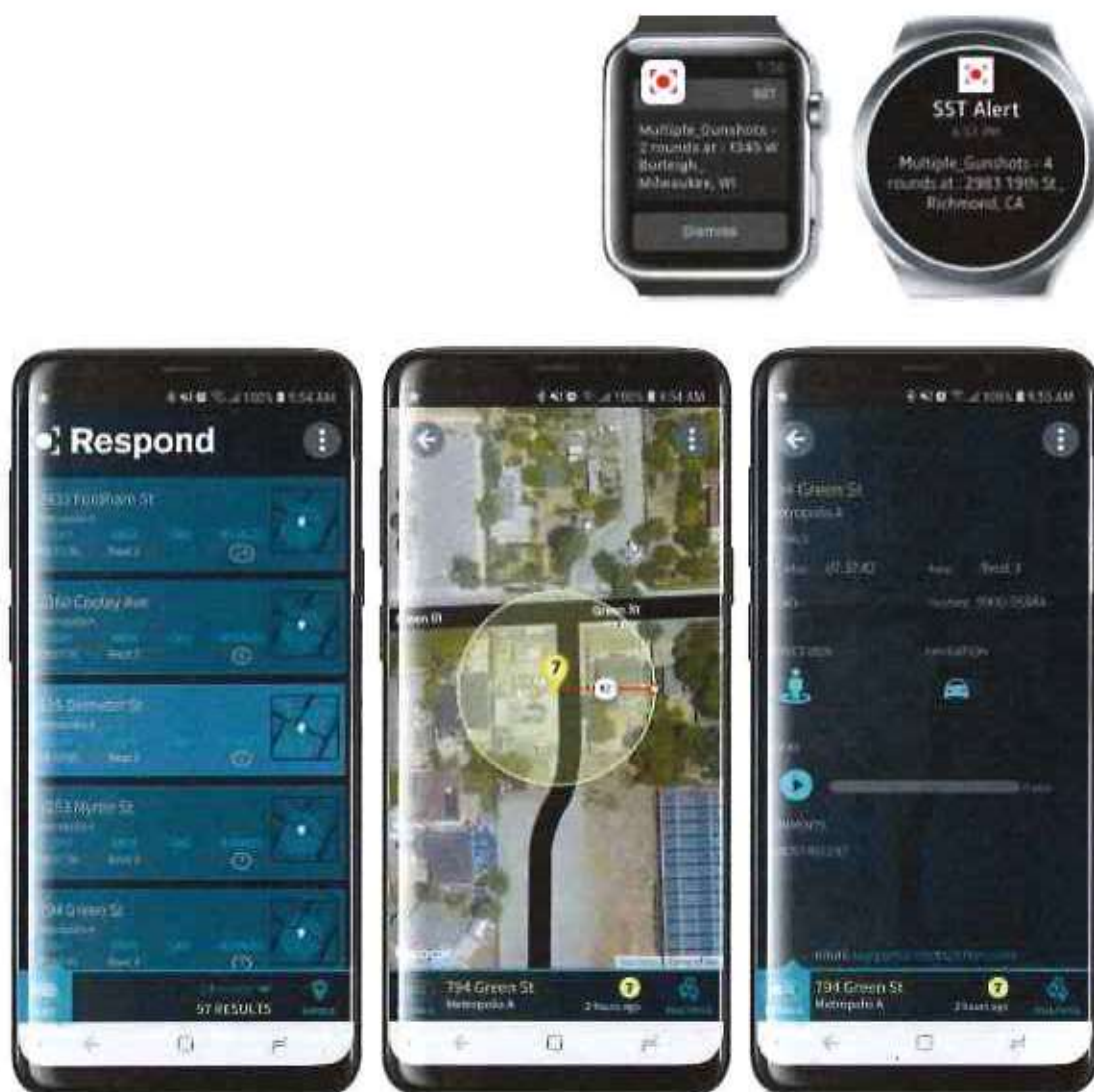
The Investigator Portal also includes the ability to save any audio clip as a standard MP3 file to any recordable media (e.g., CDROM, USB drive).





iii. Mobile Alerts

Real-time gunfire alert data may also be delivered to smartphones and smart watches through a native smartphone application, ShotSpotter® Respond™, which is available for use on iPhones and Android platforms. The location of gunfire is represented as a dot on a map in addition to the number of rounds fired, including access to the incident audio.



iv. Notification Engine API (optional)

The ShotSpotter Notification Engine Application Programming Interface (API) permits client applications such as video management systems, Computer-Aided Dispatch (CAD), Records Management Systems (RMS), video analytics, automated license plate number readers (ALPR), camera management systems, crime analysis and statistics packages (including COMPSTAT software), and common operating picture (COP) software to receive accurate, timely, and detailed information about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24x7x365 SST Incident Review Center.

Integration of ShotSpotter data with other systems has already proven successful in cities across the United States. Police in Minneapolis, MN used an earlier version of the ShotSpotter Notification Engine to trigger video recordings of certain key intersections in high crime areas. Soon thereafter, a ShotSpotter alert triggered those cameras to capture the image of a murderer fleeing the scene of a shooting. Similarly, in Boston, MA, police correlate ShotSpotter data with surveillance cameras and parolee ankle bracelet tracking data to maintain 24x7x365 awareness of any parolee who may be violating the terms of parole by committing crimes or consorting with those doing likewise.

Each Notification Engine API license pack may be purchased for annual subscription fee of \$9,500, which includes:

- Up to three (3) integrations or endpoints
- Establishing an instance of the API for the City on SST-hosted servers
- Consulting with the City of Columbia and third parties to ensure the API operates according to the specifications
- 24x7 alerts to up to three third party endpoints
- Supporting the third party and City as systems are upgraded

Additional API licenses may be purchased in packs of three (integrations or endpoints) for \$9,500 per year.

v. Forensic Reports & Certified Expert Witness Services

ShotSpotter Flex data is also useful for detailed forensic analysis that helps reveal and clarify what actually occurred during a gunfire incident, including the identification of weapon type (i.e. automatic vs. semi-automatic), the number of rounds fired, the number of shooters involved, and the direction and speed of a shooter-in-motion for drive-by shootings. The audio clips also provide conclusive evidence to prosecutors to allow jurors to directly experience the incident and gain a more detailed firsthand awareness of what are often horrifying moments for the victims. In support of prosecutions, SST offers key members of its staff to provide expert witness testimony to help interpret and clarify crime scene activity derived from the system's data. In addition to predefined and customer-generated reports, ShotSpotter experts can create a detailed forensic report of any single gunfire incident. ShotSpotter detailed forensic reports have helped with many convictions and also to clarify what occurred during officer involved shootings. Nearly all of the criminal proceedings in which its experts have been called to testify, SST has been able to produce a detailed, round-by-round

analysis of the timing and location of the shots fired by one or more weapons. To the best of our knowledge, no other acoustic-based gunshot detection system has been accepted in a court of law as providing this kind of forensic evidence.



In 11 states and in the District of Columbia, ShotSpotter evidence and SST expert witness testimony have been successfully admitted in over 50 court cases. In four of those states (CA, NY, MO, NE), ShotSpotter scientific technique was subject to Kelly (Frye) or Daubert challenges and was found to be admissible.



Customer References

Minneapolis (MN) Police Department

350 South 5th Street, Room 130, Minneapolis, MN 55415-1389

Commander Scott Gerlicher (scott.gerlicher@minneapolismn.gov, 612.673.3522)

Coverage Area: 5 square miles (1 expansion)

2006 to Present

New York City (NY) Police Department

1 Police Plaza, New York, NY 10007

Sergeant Joe Freer (joe.freer@nypd.org, 646.610.8676)

Coverage Area: 60 Square Miles (currently expanding to 69)

2015 to Present

Hartford (CT) Police Department

50 Jennings Road, Hartford, CT 06120

Sergeant Johnmichael O'Hare (oharj001@hartford.gov, 860.757.4178)

Coverage Area: 11.25 square miles (1 expansion)

2011 to Present

Kansas City (MO) Police Department

700 Minnesota Avenue, Kansas City, KS 66101

Commander Scott Caron (scott.caron@kcpd.org, 816.234.5000)

Coverage Area: 4.5 square miles

2012 to Present

Riviera Beach (FL) Police Department

600 West Blue Heron Blvd., Riviera Beach, FL 33404

Interim Chief Michael Madden (mmadden@rivierabch.com, 561.845.4128)

Coverage Area: 3 square miles (1 expansion)

2010 to Present

Additional Services & Support

SST, Inc. ShotSpotter Flex subscription service offering includes the following:

Coverage Area Details:

- Coverage area footprint is determined by customer's needs and requirements.
- SST hosts, secures, monitors and maintains all infrastructure.
- Qualified, reviewed and analyzed gunfire alerts verified by SST acoustic analysts.
- Allocation of Alert Consoles, dispatcher or mobile, is configured at the discretion of the customer.

Data Retention:

- SST provides seven (7) years of alert/incident history.
- Stored gunfire incidents and a complete summary report of gunfire and fireworks activity is available for analysis.
- High-level Summary and Basic Incident Reports
- Detailed Forensic Reports

SST Onboarding:

- Comprehensive Onboarding Program tailored to customer's needs.
- Customers are eligible for an in-person training program which include the following:
 - Best Practices
 - Recommended Training, Tactics, and Procedures (TTPs)
 - End-user documentation
 - Administrator training
 - Online end-user training

Support:

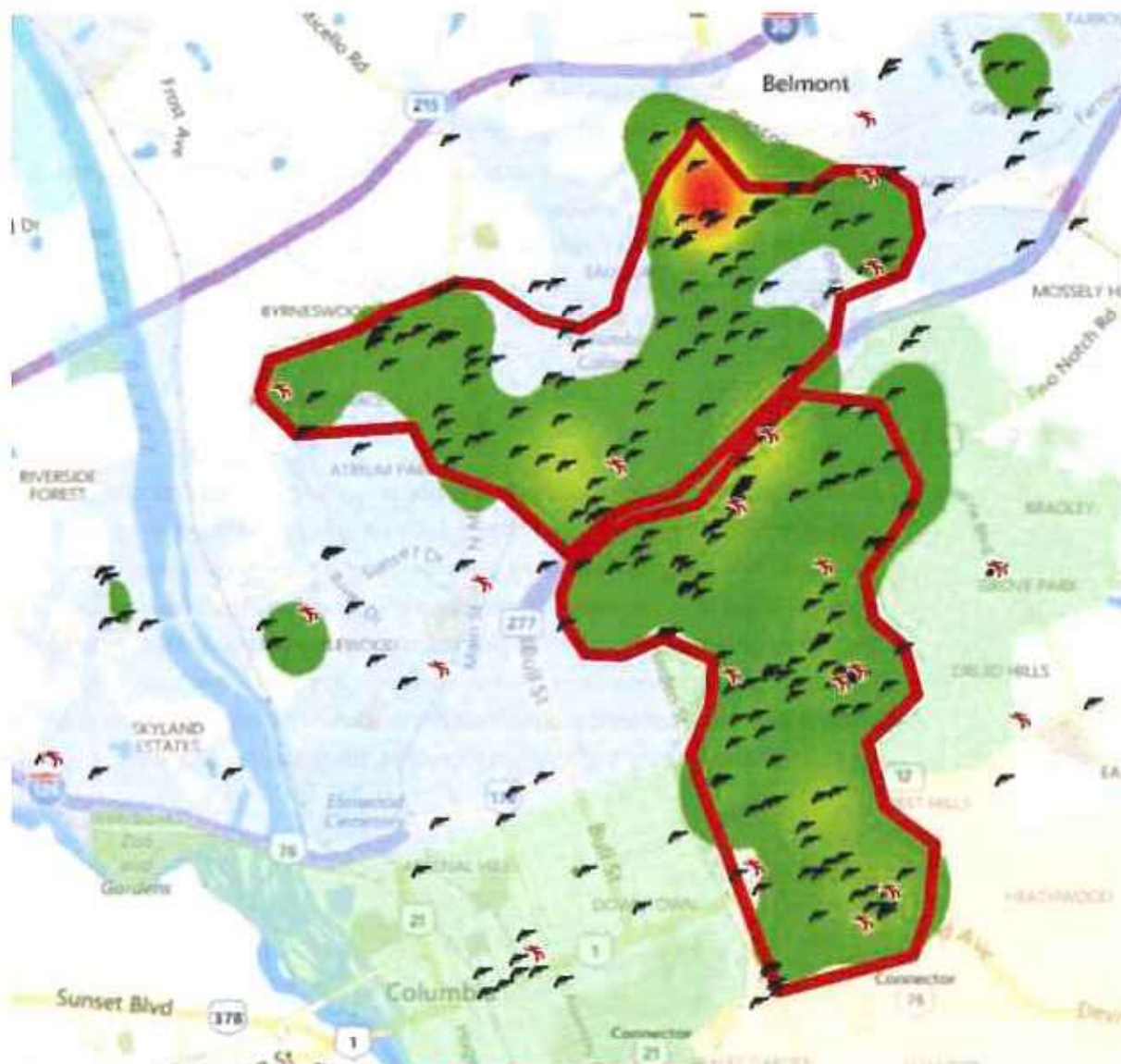
- Standard customer support includes 24/7 assistance with user account, software interface, tools, features, incident (re)classification and review.
- Investigative and consultative support for gunfire incidents, forensic reports, and expert witness services.

**Customer Requirements:**

- Provision network access required to meet SST minimum specifications and requirements (ref "Host and Services Required to Use ShotSpotter Flex Clients" SST FED-72-01) for all computers (PC and MDC) which will access the ShotSpotter Flex Service.
- Run the SST System Profiler (a web-based analyzer) to verify system configuration and network access required for each computer (PC or MDC) which will access the ShotSpotter Flex service.

Coverage Areas

ShotSpotter systems are deployed to provide a dome of coverage for one or more specified areas. Each area is bounded by a specific coverage area perimeter. The areas to be covered are shown in the map image below, with each coverage area perimeter denoted by a boundary line. The areas outlined in the images are rough estimates of the recommended coverage area(s) and may not be exact. The precise sizes of each area (e.g., in square miles) can only be verified with actual acoustic propagation information. This verification can only be accomplished during the installation process; therefore, the shapes may vary.



Proposed ShotSpotter Coverage: NORTH = 3.0 mi², SOUTH = 3.0 mi²

Analysis

The heatmap (above) represents a density of "Shots Fired" and "Shooting" calls between January 1, 2014 and May 31, 2016, which total 4,347 city-wide (266 incident locations were unmatched). Additionally, there were 438 Gun-Related Aggravated Assaults and 22 Gun-Related Homicides during the same time frame.

The **NORTH** three (3.0) square mile coverage area above represents 1,298 "Shots Fired" calls (29.9% of the total). Additionally, there were 124 Gun-Related Aggravated Assaults (28.4% of the total) and 4 Gun-Related Homicides (18.2% of the total) which occurred in this area during the same time frame.

The **SOUTH** three (3.0) square mile coverage area above represents 1,255 "Shots Fired" calls (28.9% of the total). Additionally, there were 146 Gun-Related Aggravated Assaults (33.3% of the total) and 9 Gun-Related Homicides (40.9% of the total) which occurred in this area during the same time frame.

Pricing, Terms and Conditions

The following pricing is provided as a firm fixed price quotation, which remains valid for ninety days (through November 2, 2018).

This price quotation does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quotation upon request.

One-Time Service Startup Fees

Service Initiation fee for 6.0 square miles @ \$10,000/mi ²	\$ 60,000.00
SST Onboarding, Training, and Best Practices Support	\$ 10,000.00
Total One-Time Fees	\$ 70,000.00



Annual Subscription Fee

3.0 square mile coverage area @ \$65,000/mi ² /year (NORTH geographic area within red boundary)	\$ 195,000.00
3.0 square mile coverage area @ \$65,000/mi ² /year (SOUTH geographic area within red boundary)	\$ 195,000.00
Total Annual Fee	\$ 390,000.00

Total Three-Year Subscription

One-Time Service Startup Fees	\$ 70,000.00
Three-Year Subscription for 6.0 square miles	\$ 1,170,000.00
<i>DISCOUNT: Three-Year Contract Commitment</i>	<i>- \$ 60,000.00</i>
Grand Total Three-Year Subscription	\$ 1,180,000.00

Optional API License

Notification Engine Interface License Pack	\$ 9,500.00/yr
• Recurring annual subscription fee • Includes up to three (3) integrations (endpoints) • Does not include 3rd party services or middleware • May be purchased separately at a later date	

Payment Terms

Payment for service initiation and all subscription fees (excluding optional API license) shall be as follows:

- \$200,000 due upon execution of agreement (50% of Year 1)
- \$200,000 due upon ShotSpotter Flex™ "live" status (50% of Year 1)
- \$390,000 due prior to first anniversary of "live" status (Year 2)
- \$390,000 due prior to second anniversary of "live" status (Year 3)



Flex Service Agreement (See Attached Exhibit)

The attached ShotSpotter Flex Service Agreement ("Agreement") is incorporated herein by reference and constitutes an integral part of this proposal. Unless specifically stated otherwise, should there be any conflict between the Agreement and this proposal, the Agreement shall take precedence over the proposal itself.

Agreement

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below.

ShotSpotter, Inc.

City of Columbia, South Carolina

By:

(Authorized Signature)

By:

(Authorized Signature)

Name:

Sonya Strickler

Name:

Teresa Wilson

Title:

VP Finance & Controller

Title:

City Manager

Date:

9/6/2018

Date:

9/10/2018



SST, Inc.
7979 Gateway Blvd, Suite 210
Newark, California 94560
+1.888.274.6877
info@ShotSpotter.com
www.ShotSpotter.com

SERVICES AGREEMENT



confidential

ShotSpotter, Inc.
7979 Gateway Blvd, Suite 210
Newark, California 94560
+1.888.274.6877
info@ShotSpotter.com
www.ShotSpotter.com

Attachment: Fully Executed 3 Year Agreement (6585 : ShotSpotter Contact Renewal)



ShotSpotter, Inc. (also "ShotSpotter," "we," "us," or "our") and the City of Columbia, South Carolina (hereinafter referred to "Customer," "you" or "your") agree to the following Services and License Agreement and General Terms and Conditions (hereinafter, "Agreement").

The following Agreement is an essential part of the "Purchase Documents" (which term shall include this Agreement and all executed proposals and purchase orders, together with all attachments and appendices) under which you purchase ShotSpotter Gunshot Location services identified in the Purchase Documents and described herein ("Service"). Your access, or use of any part of the Service (and/or signature on the purchase order and/or agreement) shall constitute your representation that you have read all the terms and conditions of this Agreement, and your acceptance of them as an integral part of the Agreement and your purchase or order of the Service. If you do not agree to be bound by these terms and conditions, do not access or use any part of the Service.

1. SERVICES

In consideration of the parties' mutual under-takings set forth in the Purchase Documents and in this Agreement, you and we agree as follows:

For purposes of this Agreement, the Service shall consist of (i) providing access by the Customer to Reviewed Alerts delivered via a password-protected internet portal ("Alert Console") and user interface supplied by ShotSpotter (together the Alert Console and interface shall be called the "Software") (ii) providing access to historical Reviewed Alerts and incident information via the Software; and (iii) other services as specified in the Purchase Documents.

Reviewed Alerts consist of data for gunfire incidents, detected by the ShotSpotter Gunshot Location System and reviewed by a ShotSpotter incident reviewer employee (see Exhibit A).

ShotSpotter will install or convert the ShotSpotter Gunshot Location System in the coverage area specified in the Purchase Document. ShotSpotter will host the Service and may update the functionality and Software of the Service from time to time at its sole discretion and in accordance with this Agreement.

ShotSpotter shall retain ownership of, and all rights to, all components of the ShotSpotter Gunshot Location System, including hardware components, Software and firmware. Under this Agreement the Customer is only licensing rights to access the incident information detected by the ShotSpotter Gunshot Location System.

2. LICENSE

The following sets forth the terms and conditions of your non-exclusive, non-transferable and terminable license to use the Service and Data (as those terms are defined herein).

This License creates important legal rights and obligations, so please read it carefully before using the Service. This License constitutes an offer by us to you. **By manifesting electronically your assent to**



these terms, using the service, or by issuing a purchase order or signing a purchase agreement, you agree to be bound by the terms and conditions of this license.

A. RIGHTS IN DATA.

All Data created, generated, modified, compiled, stored, kept or displayed by ShotSpotter through the Subscription Service in the course of providing the Subscription Service and related Services to Customer, remains the sole and exclusive property of ShotSpotter. Subject to subparagraph (ii) below, ShotSpotter expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, transfer, sell, offer for sale, and to use any and all Data for any purpose. Notwithstanding the foregoing sentence and although ShotSpotter owns the Data with respect to the Subscription Service, ShotSpotter will provide reasonable notice if any Data to be released is specific forensic or law enforcement sensitive incident information that may pertain to any active investigation or prosecution. At no time, either in a non-exclusive or exclusive data ownership, does ShotSpotter release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express consent, which shall not be unreasonably withheld.

ShotSpotter expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, transfer, sell, offer for sale, and to use any and all Data (including, without limitation, Reviewed Alerts) for any purpose, and to authorize, license, and sublicense others to do any or all of the same.

B. RESTRICTIONS.

The Software and Data are our proprietary products, may incorporate components supplied to us under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to Software and Data and any part thereof are the property of us or our suppliers. By virtue of this License, you acquire only the right to use the Software and Data in accordance with this Agreement, but otherwise acquire no license, title or ownership rights, express or implied, in or to the Software or Data, or any right to use or practice any of our patents, copyrights, trademarks, or trade secrets, all of which rights are reserved expressly by us or our suppliers. You may not make any copies of the written materials or documentation that accompanied any component of the Software, or use them, or any other information concerning the Service that we have designated as confidential, for any purpose other than bona fide use of the Service or Software for the specific purposes contemplated herein, nor allow anyone else to do so. You shall not, without our express written consent, which may be withheld or conditioned at our sole discretion: (i) modify, adapt, alter, translate, copy, perform or display (publicly or otherwise) or create compilations, derivative, new or other works based, in whole or in part, on the Software or Data, or on the Service; (ii) merge, combine, integrate or bundle the Software or the Data, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions or capabilities; (iii) transfer, distribute, make available the Service, Data, or Software to any person other than the specific end-user customer identified to ShotSpotter in the Purchase Documents,



sell, resell, sublicense, lease, rent, or loan the Service, Data, or Software, in whole or in part, or (iv) provide use or permit operation of any of the Service, Software or Data by any person other than the original end-user customer designated in the Purchase Documents, nor in or through any application service provider, service bureau, rental or time-sharing arrangement; (v) disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Data or Software, or any data or information created, compiled, displayed, or accessible through the System, in whole or in part; or (vi) remove, modify or obscure any identification or proprietary or restrictive rights markings or notices from the Data, Software or any component thereof.

ShotSpotter and its licensors retain all ownership of all intellectual property rights in and to all Data, Software, all computer programs, related documentation, technology, knowhow and methods and processes embodied in or made available to you in connection with the Service, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. All rights not expressly granted to you herein are reserved by ShotSpotter. You shall take all reasonable measures to protect ShotSpotter's intellectual property rights in the Service and Software, including providing assistance and measures as are reasonably requested by ShotSpotter from time to time.

You are hereby placed on notice that alteration or removal of copyright management information (including, without limitation, licensor's name and other identifying information, name of the Service, the terms and conditions of this License, and identifying numbers or symbols) embodied in or associated with the Service is prohibited, because such conduct may cause others to infringe our rights in and to the system, Service and/or Software. You may also not obscure or remove any confidentiality, patent, trademark or copyright notices on any component of the Service, or any documentation.

C. TERMINATION.

You agree that your right to use the Service, Software and Data will terminate automatically if you violate any of the terms of this License, or fail to timely pay any sums you owe to us or resellers or integrators of our Service, or fail to renew the Service upon expiration of the Service term. In the event of termination, your access to the Data and Software will be terminated, and ShotSpotter will cease delivering Reviewed Alerts, and disable your access to the Data. Customer agrees that ShotSpotter shall not be liable to Customer nor to any third party for any suspension of the Service resulting from Customer's nonpayment of fees as described in this section.

D. MODIFICATION TO OR DISCONTINUATION OF THE SERVICE.

ShotSpotter reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that ShotSpotter modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, ShotSpotter, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that ShotSpotter is unable to substantially restore such functionality, Customer shall have the right to



terminate the Agreement and receive a pro-rata refund of the annual Service fees paid under the Agreement for use of the Service which was paid for by Customer but not yet furnished by ShotSpotter as of the date of such termination. Customer acknowledges that ShotSpotter reserves the right to discontinue offering the Service at the conclusion of Customer's then current term. Customer agrees that ShotSpotter shall not be liable to Customer or to any third party for any modification of the Service as described in this section.

E. OTHER RESTRICTIONS.

You acknowledge and agree that the source code and internal structure of the Software, Data and Service, as well as documentation, operations manual and training material are our confidential property, and trade secrets, the value of which would be destroyed by disclosure to the public. Use by anyone other than you of the Service, documentation, and Data is prohibited, unless pursuant to a valid assignment under this Agreement.

3. LIMITED EXCLUSIVE WARRANTY.

Provided that you comply with your obligations under the terms and conditions stated herein, we warrant that the Software (as defined herein) will be free of defects in workmanship which materially impair the functioning of the Service and Software in substantial conformity with the specifications documentation accompanying the Service. The Software covered under this limited exclusive warranty consists exclusively of ShotSpotter Alert Console software and user interface, installed and operated locally on customer's computers and devices supplied by ShotSpotter for your use by on and in connection with a ShotSpotter System, subject to the terms and conditions of the License between you and us.

A. REVIEWED ALERT SERVICE LEVELS.

As regards to sonic event review and alert services, subject to the Customer's compliance with its obligations hereunder, and to the disclaimers and limitations set forth in Exhibit A, and in Sections 5(C), 6, 7, 13 and 15 of this Agreement, we agree to provide the service levels set forth in Exhibit A, attached hereto.

B. OTHER WARRANTY.

ShotSpotter warrants that the Service, Data and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

The limited exclusive warranties expressly set forth in this Agreement are the only warranties made to you and are provided in lieu of any other warranties (if any) created by any documentation or packaging, or otherwise express or implied. These limited exclusive warranties give you specific legal rights, and you may also have other rights which vary by jurisdiction.

4. ShotSpotter SUPPORT.

During the term of the Services, ShotSpotter will make commercially reasonable efforts to promote Customer's successful utilization of the Service, including but not limited to providing Customer with user



guides, online help, online training presentation, and online training sessions (as available). ShotSpotter will provide reasonable efforts to respond via email to requests for support relating to incident classification within 8 hours of the request.

In addition, ShotSpotter will use commercially reasonable efforts to respond to other support requests within 24 hours of receipt of the request during the period of 8 am to 5 pm Monday through Friday. The e-mail support specialist shall be responsible for receiving Customer reports of missed incidents, or errors in the Service, and, to the extent practicable over email or telephone, making commercially reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved telephonically, then ShotSpotter will use commercially reasonable efforts to restore functionality of the Service to Service specifications within 72 business hours of receipt of the report.

A. FORENSIC REPORTS.

ShotSpotter, at the specific request of the customer, will produce and provide a reasonable quantity of detailed incident forensic reports for any ShotSpotter detected incidents, including Reviewed Alerts, if such information is deemed by the customer to be valuable to the customer for investigation follow-up, prosecutorial requirements, or after action review.

Such reports must be requested a minimum of 5 days in advance of when needed, and all such requests must be in writing and addressed to the ShotSpotter Customer Service Department. Customer should expect delivery of these reports within 5 days after receipt of the request. This benefit shall only be available to Customer if Customer is fully current with payments due under this Agreement. In the case that Customer is not current with their payments, then forensic reports shall not be generated or provided to Customer until Customer becomes current with its payment obligations.

B. EXPERT WITNESS SERVICES.

ShotSpotter offers reasonable expert witness services. The Customer will be responsible for all travel and per diem reimbursement. At the specific request of the customer, ShotSpotter will provide individual(s) for the purposes of expert witness testimony for any ShotSpotter-detected incidents, including Reviewed Alerts, for which the incident information is deemed by the customer to be valuable to the customer's prosecutorial requirements. Customer understands that ShotSpotter undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. ShotSpotter requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations and a point of contact for ShotSpotter personnel. Due to the nature of legal proceedings, ShotSpotter cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.



5. TERM, RENEWAL

A. TERM AND COMMENCEMENT.

The Service term shall be specified in the Purchase Document and will commence on the date that the Service is available to the Customer via the Alert Console.

B. RENEWAL.

The Service may be renewed for successive periods of one year each, in accordance with the following procedure. Not later than thirty (30) days prior to the expiration of the Service term then in effect, Customer shall issue a purchase order and tender payment in full for the next annual renewal (unless otherwise agreed in writing by ShotSpotter), and the term shall be renewed for another year. ShotSpotter shall provide Customer with renewal fees, terms and conditions for the next successive renewal term upon Customer's request but no later than 90 days from the expiration date. Customer acknowledges that the Service fees, terms and conditions and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms.

If Customer fails to renew in a timely manner and hence allows the Service term to expire then the Service will terminate in accordance with Section 2. C. At its discretion, ShotSpotter may remove the ShotSpotter Gunshot Location System and any components from the coverage area at that time. If ShotSpotter does not remove the ShotSpotter Gunshot Location System from the coverage area, Customer may reinstate the Service at a later date by renewing; however, Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

C. COMMERCIAL CARRIER DATA SERVICES.

The ShotSpotter Gunshot Location System may use wired, wireless or cellular wireless acoustic sensor communications which necessitates the existence of a real-time data communications channel from each sensor to the hosted servers via a commercial carrier. The unavailability or deterioration of the quality of such wired, wireless or wireless cellular communications may impact the ability of ShotSpotter to provide the Service. In such circumstances ShotSpotter will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event ShotSpotter is unable to do so, ShotSpotter will terminate the Service and refund a pro-rata portion of the annual Service fee to Customer.

6. IP INFRINGEMENT; EXCLUSIVE REMEDY.

Subject to the terms and conditions hereof, ShotSpotter agrees to defend and indemnify Customer (provided it is the actual End-user Customer of the Service) from and against losses, suits, damages, liability and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the end-user customer by a third party unrelated to the customer, in which such third party asserts



a claim that the Service and/or Software, when used in accordance with ShotSpotter's specifications and for the purposes intended, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to purchase the ShotSpotter Flex System.

Provided, however, that ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof, and that Customer shall provide ShotSpotter with reasonably prompt written notice of any such suit or action, and of any oral, written or other communication or other information or circumstances of which Customer becomes aware that could reasonably be expected to lead to such a suit or action (including any and all cease and desist demands or warnings, and offers or invitations to enter license agreements), and shall provide ShotSpotter all reasonable assistance and information in connection with ShotSpotter's investigation and defense of any claim of infringement.

Further provided, however, that this section shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a reseller, integrator, service provider or supplier modifies, alters, substitutes, or supplements any of the Service, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities or applications not licensed by ShotSpotter as part of the Service, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction or specification furnished by the Customer, nor to the extent that the Service or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the Service, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against a customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected Service or Software, (2) modify or replace such Service or Software to make it or them non-infringing, or (3) refund to the purchaser a pro-rata portion of the annual Service price paid for the Service System.

The foregoing section states the entire liability of ShotSpotter and customer's and its suppliers' exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the system, system components, and software. This section is in lieu of and replaces any other expressed, implied or statutory warranty against infringement of any and all intellectual property rights.



7. LIMITED WARRANTIES EXCLUSIVE; DISCLAIMERS IMPORTANT; PLEASE READ CAREFULLY

To the maximum extent permitted by applicable law, the limited warranties expressly set forth above are exclusive, and in lieu of all other warranties, whether written, oral, express, implied or statutory. There are no warranties that extend beyond those expressly set forth herein, and no prior statements, representations, or course of dealing by any ShotSpotter representatives shall vary, expand or modify these warranties.

To the maximum extent permitted by applicable law, all other representations or warranties, express, implied, or statutory, including without limitation, any warranties of non-infringement, quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any goods provided incidental to the services provided under this agreement are hereby expressly disclaimed and superseded by the exclusive limited express warranty and disclaimers set forth herein.

Without limiting the generality of the foregoing limitations and disclaimers, while the Service is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, ShotSpotter cannot control how the Service is used, and, accordingly, ShotSpotter does not warrant or represent, expressly or implicitly, that use of the Service will comply or conform to the requirements of federal, state or local statutes, ordinances and laws, or that use of the Service will not violate the privacy rights of third parties. You shall be solely responsible for using the Service in full compliance with applicable law and the rights of third persons.

Further, regardless of any prior statements, representations, or course of dealings by any ShotSpotter representatives, we do not warrant or represent, expressly or implicitly, that the Service or its use will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the ShotSpotter-supplied network will remain in operation at all times or under all conditions.

ShotSpotter expressly disclaims, and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Services or Reviewed Alerts provided by ShotSpotter, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all



risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the Customer in reliance, in whole or in part, on any Services provided by ShotSpotter, including any death, injury, or loss or damage to any property.

Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed.

You and we each acknowledge and agree that the Service is not a consumer good, and is not intended for sale to or use by or for personal, family or household use.

8. YOUR OBLIGATIONS.

You acknowledge and agree that ShotSpotter's duties, including warranty obligations, and ability to perform its obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations hereunder, including, but not limited to:

A. You agree to pay all sums due under the purchase agreement or order as and when they are due pursuant to the terms of such agreement or order. Actual access and use of the ShotSpotter Service shall constitute evidence that the Service is active and the final payment is due.

B. You agree to use your best efforts to timely perform and comply with all of your obligations allocated to you in the Purchase Documents and/or other contract documents, including, without limitation, provisions regarding assisting ShotSpotter in obtaining sensor site permissions from premises owners or lessors, in locations reasonably acceptable to ShotSpotter, which obligations are incorporated by reference and made a part hereof. Unless the Statement of Work or other contract documents signed by ShotSpotter allocates such obligations to ShotSpotter expressly, customer shall be responsible for securing from premises owners or lessors all rights necessary to enter onto their premises to install sensors, and to place, operate and maintain such sensors on such premises. ShotSpotter's duties, including warranty obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations set forth herein, and in the Purchase Documents.

C. You shall not permit any alteration, modification, substitution or supplementation of the ShotSpotter Service or web portal, or the combining, connection, merging, bundling, or integration of the ShotSpotter Service or web portal into or with any other system, equipment, hardware, software, technology, function or capability, without our prior written consent.

D. Unless otherwise expressly agreed in advance in writing by ShotSpotter, you shall not resell, transfer, distribute or allow access to the Service or web portal or any portion thereof, to any person other than the specific end-user previously identified to ShotSpotter in the Purchase Documents, and shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators or other third parties to operate, have access to, or sublicense the Products.



E. In order to use the Service, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the Customer's workstation to ShotSpotter's hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.

F. Customer may designate up to the number of users under Customer's account which corresponds to the access required by assigning unique passwords and user names. Customer will be responsible for the confidentiality and use of Customer's password and user names, and agrees that sharing passwords and/or user names with unauthorized users is prohibited.

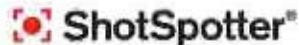
G. You shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY RIGHTS; LIMITED LICENSE.

We or our licensors retain all ownership of all intellectual property rights in and to all data, software, computer programs, related documentation, technology, knowhow and processes embodied in or made available to you in connection with the Service, and Software, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. Your rights to install and use the Data and Software are limited, and shall be strictly in accordance with the License set forth in Section 2 hereof. Any and all rights not granted expressly in such License are hereby reserved.

10. EXPORT CONTROL.

You acknowledge that the ShotSpotter Flex System is the subject of a Commodity Jurisdiction determination by the United States Department of State, and has been determined to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. Accordingly, no part of the Data, Software, ShotSpotter Flex System or any Gunshot Location System component thereof may be transferred, consigned, shipped, delivered, received, exported or re-exported, nor may any technical data directly relating to any of the same or the underlying information or technology be disclosed, downloaded, uploaded, transmitted, received, furnished, or otherwise provided, to, by or through any person, government, country, or to any end-user, or for any end-uses, except in compliance with applicable U.S. export control laws administered by the U.S. Government, and any other applicable U.S. laws, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of your country. In this respect, no resale, transfer, or re-export of any ShotSpotter Flex System exported to you pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non-U.S.) government, foreign (non-U.S.) person or end-user, or to any U.S. person or entity, any of the ShotSpotter Flex System, Gunshot Location System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of



any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Unless otherwise agreed and so specified in the Purchase Documents, you shall obtain and bear all expenses relating to any necessary determinations, registrations, licenses and/or exemptions with respect to its exportation, re-exportation or "deemed export" of the ShotSpotter Flex System, Data, Software or any Gunshot Location System Components or Services, as well as with respect to the disclosure or furnishing of any technical data or other information and services relating to any of the same.

In addition to compliance with the foregoing, and without limiting the generality thereof, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any other end-user or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

11. PROTECTION OF CONFIDENTIAL INFORMATION.

Unless either party (the "Receiving Party") obtains prior written consent from the other (the "Disclosing Party"), the Receiving Party agrees that it will not reproduce, use for purposes other than those expressly permitted herein, disclose, sell, license, afford access to, distribute, or disseminate any information: i) obtained from the Disclosing Party in connection with the System purchase, installation or operation, and designated by it from time to time as confidential; ii) the documentation, use and operations manuals; and output data created or compiled by the ShotSpotter Flex System; iii) your use of the ShotSpotter Flex System or technology, your deployment methodology, results, or related facts; iv) the contractual terms and payment terms applicable to the purchase of the ShotSpotter Flex System or technology, except as required by local law (collectively, "Confidential Information") Unless a section of the Purchase Document(s) specifically identifies the identity of Customer as Confidential Information, the fact that Customer is a customer of ShotSpotter shall not itself be considered Confidential Information, nor shall the name of any city in which the ShotSpotter Gunshot Location System is deployed be considered confidential information. Recipient's obligations under this section shall not apply to any of Discloser's Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any of Discloser's Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by such



Recipient; provided, however, such Recipient shall provide prompt prior written notice thereof to such Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. Receiving Party shall use reasonable controls to protect the confidentiality of and restrict access to all such Confidential Information to those persons having a specific need to know the same for purposes expressly authorized herein, and render unreadable prior to discarding, all records containing our Confidential Information. In any event such controls shall not be less protective than those Receiving Party uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information.

12. NOTICES.

Any notice or other communication required or permitted to be given under this Agreement shall be in writing at such party's address or number or at such party's last known address or number. The party's addresses may be changed by written notice to the other party as provided herein.

13. FORCE MAJEURE.

In no event shall ShotSpotter be liable for any delay or default in its performance of any obligation under this or any other agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond ShotSpotter's reasonable control. At ShotSpotter's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of ShotSpotter so long as any such cause shall prevent or delay performance, and ShotSpotter agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

14. DEFAULT; REMEDIES.

Upon the occurrence of any default by or breach of your obligations, we may at our option, effective immediately, either: (i) terminate our future obligations under this agreement, terminate your License to use the Service and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, you shall also be responsible for paying court costs incurred by or on behalf of us,

15. LIMITATIONS ON LIABILITY.

In no event shall either party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, or consequential



damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.

In any event, except for its IP infringement indemnity obligations under section 6 hereof, ShotSpotter's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this agreement) and regardless of the form of action or legal theory shall not exceed two times the amount paid to ShotSpotter under this agreement, or the amount of insurance maintained by ShotSpotter available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

16. GENERAL PROVISIONS.

A. NO AGENCY.

Neither ShotSpotter nor any of its employees is an agent or representative of Customer and the Customer is solely responsible for obtaining any required authorizations from any governmental agency, body or commission and for compliance therewith.

B. COMPLIANCE WITH LAWS AND TAXES.

You shall comply with all applicable laws, statutes and regulations relating to the sale, distribution, and use of the Service and the performance of your duties and obligations hereunder. All prices are exclusive of all tariffs, customs duties, imposts, national, federal, provincial, state, and local VAT, excise, sales, use and similar taxes. You will be pay and be responsible for paying any and all such taxes and tariffs, when applicable.

C. EQUAL OPPORTUNITY CONTRACT CLAUSE.

ShotSpotter is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (41 CFR 60- 1.4), section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-250.5(a)), and, the Jobs for Veterans Act of 2003, (41 CFR 60-300.5(a)) as well as any other regulations pertaining to these orders.

D. SEVERABILITY AND INTERPRETATION.

If any provision, in whole or in part, of this Agreement and/or the Purchase Documents of which it is a part is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions, and there shall be substituted for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. No part or provision shall be interpreted in favor or against any party because such party or its counsel drafted the relevant provision. No course of dealing, usage, custom of trade, or communication between the parties shall modify or alter any of the rights or obligations of the parties under this Agreement and Purchase Document(s).

**E. INTEGRATION, AMENDMENT AND WAIVER.**

This Agreement, and the Purchase Document(s) of which it is a part, together with any other exhibits or appendices thereto, constitute the entire understanding between ShotSpotter and you. No other documents or representations shall be used in interpreting it. Any and all written or oral agreements heretofore existing between the parties are expressly cancelled and/or superseded. Any other document, proposal, specification, statement of work, marketing collateral, or representation which may vary, alter, amend or supplement these terms and conditions will not be binding unless agreed to in a writing signed by appropriate representatives of both ShotSpotter and Customer. No modification, variance, amendment or waiver of any part of Agreement or Purchase Document(s) shall be binding upon either party, whether written, oral, or in any other medium, unless made in writing and signed by authorized representatives of both parties. All the parties' rights and duties are material and time is of the essence; no waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party; no waiver of either party's breach of any provision of this Agreement or Purchase Documents shall constitute a waiver of any prior or subsequent breach of the same or any other provision, and no failure to exercise, and no delay in exercising, any right(s) hereunder on either party's part shall operate as a waiver of any such right; all of the parties' rights are cumulative; and, no single or partial exercise of any right hereunder shall preclude further exercise of such right or any other right.

F. BENEFIT AND BURDEN; ASSIGNMENT.

Subject to the following provisions, this Agreement and the Purchase Documents of which they are a part shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns only. Notwithstanding that the Service and Software, and its output data may be used for law enforcement, military, public safety, and force protection purposes, there are no third party beneficiaries intended to benefit from these general terms and conditions of sale, or the agreement or order of which they are a part. Customer may not assign or transfer this Agreement and the Purchase Documents of which they are a part, or any of the rights granted therein, in whole or in part, by operation of law or otherwise, without ShotSpotter's express prior written consent. ShotSpotter may assign or transfer this Agreement and the Purchase Documents and/or ShotSpotter's rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining Customer's consent. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without ShotSpotter's express consent.



G. GOVERNING LAW AND DISPUTE RESOLUTION.

The validity, performance, and construction of this agreement shall be governed by the laws of the state of South Carolina, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply. If the parties disagree as to any matter arising under this Agreement or the relationship and dealings of the parties hereto, then ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement, by negotiation. Should the dispute not be resolved within a reasonable time after commencement of such negotiations, it shall be mediated before one or more mediators mutually acceptable to both parties. Costs of mediation will be allocated as part of the resolution in mediation, but absent such resolution, shall be paid equally by the parties. If such effort is unsuccessful, any controversy or claim arising out of or relating to this Agreement or the validity or breach of any of the provisions thereof, or the relationship, dealings, rights, and obligations of the parties, or use of the Service, shall be settled by binding arbitration, before three arbitrators, in or as near as possible to Columbia, South Carolina, United States of America, or in such other location as the parties may agree, in accordance with the Commercial Rules of the American Arbitration Association in effect on the date of this agreement.



Exhibit A

ShotSpotter Gunshot Location System®

Reviewed Alert Service Levels

Summary

Under the terms and conditions of the ShotSpotter Services Agreement between ShotSpotter, Inc. ("ShotSpotter") and Customer, ShotSpotter commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services¹:

Service	SLA and Measurement
Gunshot Detection & Location	90% of unsuppressed, outdoor gunfire incidents, using standard, commercially available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location.
Reviewed Alerts	90% of gunshot incidents will be reviewed and published in less than 60 seconds.
Service Availability	The ShotSpotter Gunshot Location System service will be available to the Customer 99.9% of the time with online access to ShotSpotter data, excluding scheduled maintenance windows.

Gunshot Detection & Location Performance

ShotSpotter will detect and accurately locate to within 25 meters of the actual gunshot location 90% of unsuppressed, outdoor gunshots fired inside the contracted coverage area using standard, commercially available rounds greater than .25 caliber.

Reviewed Alerts Service

The ShotSpotter real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine classification of the incident type, and, depending on the reviewer's confidence level that the incident is or may be gunfire, will result in an alert ("Reviewed Alert") sent to the Customer's **Alert Console** or **ShotSpotter App**, based on the following criteria:

¹ See attached "ShotSpotter – Definition of Key Terms" for a complete definition of terms associated with this SLA and further details in the expanded definitions listed below the Summary. The basis for this SLA and performance measurement will be total gunshot incidents as defined by the Definition of Key Terms.



Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot "SG" or Multiple Gunshots "MG") sent to Customer's Alert Console and/or ShotSpotter App
Uncertain if incident is gunfire or not	Reviewed Possible Gunfire ("PG") Alert sent to Customer's Alert Console and/or ShotSpotter App
Low confidence incident is gunfire	No alert will be sent; incident available for Customer review in the incident history available through the Investigator Portal

Reviewed Alerts are sent to the customer's Alert Console and/or ShotSpotter App. Information in a Reviewed Alert will include the following:

- "Dot on the map" with latitude and longitude indicating the location of the incident.
- Parcel address closest to location of the incident.
- When available, additional situational awareness data points may be included, such as:
 - Qualitative data on the type/severity of incident: Fully automatic, High Capacity
 - Other comments (if any)

The Alerts Console, ShotSpotter App, and Investigator Portal provide the Customer with full and immediate access to incident history including information ShotSpotter uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This data access is available as long as the Customer is under active subscription.

Service Availability

The ShotSpotter Gunshot Location Service² will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to Customer in advance; b) select holidays; and c) third party network outages beyond ShotSpotter's control.

Customer SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with Customer. For each calendar quarter that ShotSpotter does not meet at least two of the three above standards, a fee reduction representing one free week of service (for the affected Coverage Area) for each missed quarter shall be included during a future Customer renewal.

² Flex service includes all database, applications, and communications services hosted by ShotSpotter, Inc. at our data center and specifically exclude Customer's internal network or systems or 3rd party communications networks, e.g. Verizon, AT&T or Customer's Internet Service Provider.



Service Level Exclusions and Modifications

ShotSpotter takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48-hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, ShotSpotter uses fireworks suppression techniques³.

The ShotSpotter sensors send incident information to the ShotSpotter cloud via third party cellular, wireless or wired networks. ShotSpotter is not responsible for outages on the third-party networks.

Service Failure Notification

Should ShotSpotter identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts ShotSpotter's ability to meet the Gunshot Detection & Location standard (above), ShotSpotter will proactively notify the Customer with: a) a brief explanation of the condition; b) how the Customer's service is affected; and c) the approximate timeframe for resolution. ShotSpotter will also notify the Customer once any such condition is resolved.

Customer Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. ShotSpotter does not assume any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by ShotSpotter.

Customer must inform ShotSpotter when Verified Incidents of gunfire are missed by the ShotSpotter Gunshot Location System in order to properly calculate Performance Rate, as defined below.

Customer is responsible for providing any required workstations, mobile devices and internet access for the Alert Console, ShotSpotter App or Investigator Portal.

³ ShotSpotter will put the ShotSpotter system into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. ShotSpotter will formally inform the customer prior to the system being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer on the Alert Console or ShotSpotter App, however these non-gunfire incidents will continue to be stored in the database for use if required at a later time.



ShotSpotter – Definition of Key Terms

The ShotSpotter Gunshot Location System will provide data for correct detection and accurate location for ninety percent (90%) of detectable (outdoor, unsuppressed) community gunfire which occurs within a coverage area, the "Coverage Area", provided the measurement is Statistically Significant, as defined below. This performance rate shall be calculated as a percentage as follows:

$$\text{Performance Rate} = \frac{\text{NumberAccuratelyLocated}}{(\text{NumberAccuratelyLocated} + \text{NumberNotDetected} + \text{NumberMislocated})}$$

where the "Performance Rate" is a number expressed as a percentage, "NumberAccuratelyLocated" is the number of "Gunfire Incidents" occurring within the Coverage Area during the specified period for which the ShotSpotter produced an Accurate Location, NumberMislocated is the number of Verified Incidents (a "Verified Incident" is an incident where Customer has physical or other credible evidence that gunfire took place) for which the ShotSpotter produced an inaccurate location (i.e., a Mislocated Incident), and NumberNotDetected is the number of Verified Incidents for which the ShotSpotter failed to report a location at all (i.e., Missed Incidents).

An "Accurate Location" shall mean an incident located by the ShotSpotter to a latitude/longitude coordinate that lies within a 25-meter radius of the confirmed shooters location (25 meters = approximately 82 feet). "Detectable Gunfire" incidents are unsuppressed discharges of ballistic firearms which occur fully outdoors in free space (i.e. not in doorways, vestibules, windows, vehicles, etc.) using standard commercially available rounds of caliber greater than .25.

ShotSpotter Review Period is measured as the period commencing when the Incident Review Center (IRC) receives the alert and the first audio download to the time it is published to the customer

ShotSpotter performance is guaranteed after a "Statistically Significant" set of incidents has been detected in accordance with timeframes set forth herein and following DQV and commercial system acceptance. Because the ShotSpotter is designed to cover the indigenously occurring, community-generated gunfire (which is typically well distributed throughout the Coverage Area), performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

The ShotSpotter Gunshot Location system is not a "point protection" system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area, but rather to Accurately Locate 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

Statistically Significant shall be defined as measurements and calculations which shall be performed as follows: (a) Across an entire Coverage Area; (b) Aggregating over a period of at least 30 days under weather conditions seasonally normal for the area; and (c) Provided that the total number of gunfire incidents being counted is equal to or greater than: (i) thirty (30) incidents for systems of up to three (3) square miles of Coverage Area, or (ii) ten (10) incidents multiplied by the number of square miles of Coverage Area for systems where one or more Coverage Areas are three (3) square miles or larger.



Columbia Fire Department

1800 Laurel Street
Columbia, South Carolina 29201
(803) 545-3730

R209408

V002118

PC2000

Purchase Approval

Account/Grant: 1012303/2082301-625900

City ☒ County ☒

Person initiating approval, please initial next to your Division

Training ☐ Ops/Sp Ops ☒ Logistics ☐ Prof. Svcs ☐ H&S ☐ Prevention ☐

Item: PGI BarriAire Gold-Extended Bib

Lowest Quote: \$90,180.00

Date: 2/18/2021

Adams: _____

Helms: _____

Folsom: *Michael Jones* 2/18/2021

Jenkins: *Clayton D. Jones*

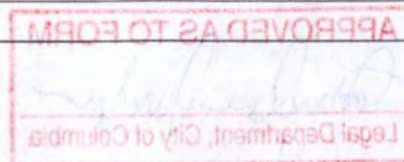


3/15/2021

#21008183

Justification for:

This is part of our cancer initiative and will provide actual particulate blocking coverage. Along will some breathability that does not compromise radiant heat exposure.



TR-182

Attachment: Quote (6557 : PGI BarriAire Gold-EXTENDED Bib)



PO Box 13 ~ 2724 Swepsonville-Saxapahaw Rd.
Swepsonville, NC 27359
Toll Free: 800-672-5918 Fax: (336) 578-1982

Quotation

Date: February 8, 2021
Quote #: 0
Purchased/Requested By: Chief Folsom
Salesperson: Seth Newton
County: Richland
Payment Terms: NET/30
FOB: Destination

BILL TO: Columbia Fire Dept

SHIP TO: Columbia Fire Dept

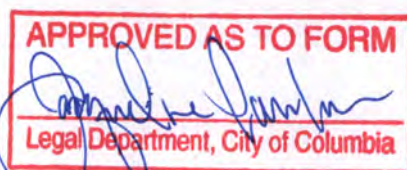
1901 Harden St
Columbia, SC 29204

Quantity	Units	Item No.	Item Description	Unit Price	Extd. Price
1000		3979471-5	PGI BarriAire Gold -- EXTENDED Bib Complete Particulate \$ Coverage including front and back bib. EXTENDED COVERAGE brings quilting to the face opening *Includes Black Embroidery on Hood:21-xxxx sequential S/N	\$ 83.50	\$ 83,500.00
			*Pricing Based on HGAC Contract # EE08-19		

APPROVED AS TO FORM

Legal Department, City of Council Bluffs

Sales Total:	\$	83,500.00
Estimated Freight:	Free	
8.00%	Sales Tax:	\$ 6,680.00
Total:		\$ 90,180.00



H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Casco Industries, Incorporated - Public Services -

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Casco Industries, Incorporated, hereinafter referred to as the Contractor, having its principal place of business at 607 West 62nd Street, Shreveport, LA 71106.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Aug 01 2019 and ends Jul 31 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

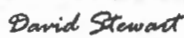
ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Casco Industries, Incorporated

Signature 
6C0568821EDB4F1 ..

Name David Stewart

Title Purchasing Manager

Date 6/14/2019

H-GAC

DocuSigned by:
Signature 
82EC270D5D61423

Name Chuck Wemple

Title Executive Director

Date 6/10/2019

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Casco Industries, Incorporated - Public Services -

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with **H-GAC** for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to **H-GAC**. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise **H-GAC** if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment: Quote (6557 : PGI BarriAire Gold-EXTENDED Bib)

Attachment A			
Casco Industries, Incorporated			
Emergency Medical & Rescue Equipment			
Contract No.: EE08-19			
Product Code	Mfg.	Model & Description	Base Offered Price
EE19ACA	MSA	MSA 2019 US Suggested List Price Book (Effective Jan 1, 2019)	15%
EE19HDA	MSA	MSA 2019 US Suggested List Price Book (Effective Jan 1, 2019)	5%
EE19LDA	Crewboss Div of Western Shelter	Wildland Gear 2019	5%
EE19LFA	Globe	Globe Classix SE 2019	25%
EE19LFB	Globe	Globe Classix Metro 2019	25%
EE19LFC	Globe	Globe Letters and Accessories 2019	25%
EE19LFD	Globe	Globe IH Ready 2019	25%
EE19LFE	Globe	Globe G-Xtreme 3.0 2019	25%
EE19LFF	Globe	Globe Athletix 2019	25%
EE19LFG	Globe	Globe G-Xcel 2019	25%
EE19LFH	Globe	Globe GX-7 2019	25%
EE19LFI	Globe	Globe Footgear 2019	25%
EE19LGA	PGI	Fireline products & Hoods 2019	15%
EE19LIA	Stanfield's	Lifeline Hoods Catalog 2019	15%
EE19LVA	MSA	Fire and Rescue Helmets-Effective 01/15/2019	15%

Attachment: Quote (6557 : PGI BarriAire Gold-EXTENDED Bib)

CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contract Assignment and Assumption Agreement is made by and between the **Houston-Galveston Area Council of Governments (H-GAC)**, **Casco Industries, Inc. (Contractor)** and **Newton's Fire and Safety Equipment, Inc. (Assignee)**.

WHEREAS, **Contractor** entered into a cooperative purchasing Contract, identified as **EE08-19**, with **H-GAC** for the sale of **Emergency Medical & Rescue Equipment** to various End User governmental agencies participating in **H-GAC's** Cooperative Purchasing Program; and

WHEREAS, **Contractor** assigns the performance of its obligations under the Contract to **Assignee** for MSA Products (H-GAC Product codes EE19ACA, EE19HDA and EE19LVA) in specific areas (per attached Information Sheet); and

WHEREAS, **Assignee** shall perform as stipulated in the original Contract (a copy of which is attached hereto) and comply with all the terms and conditions set forth therein; and

WHEREAS, **Contractor** will continue as originally contracted with **H-GAC**; and

NOW THEREFORE, **Assignee** agrees to accept this assignment, and **H-GAC** concurs.

Unless otherwise noted, this Agreement goes into effect on the date signed by **H-GAC**. All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**:

DocuSigned by:

02E6276D5D61423

Chuck Wemple, Executive Director

1/15/2020

Date

Signed for **Casco Industries, Inc.**

Shreveport, Louisiana:

Raymond Murray
(Signature of Contractor)

Date: 12/19/19

Raymond Murray - Vice-President, Sales & Marketing
Printed Name & Title

Signed for **Newton's Fire and Safety Equipment, Inc.**

Swepsonville, North Carolina:

Seth Newton
(Signature of Assignee)

Date: 12/23/19

Seth Newton, Vice President
Printed Name & Title

Attachment: Quote (6557 : PGI BarriAire Gold-EXTENDED Bib)

Information Sheet

Assignee:

Newton's Fire and Safety Equipment, Inc.

Contact Person:

Name: Seth Newton

Title: Vice President

TEL: 336-578-3931

FAX: 336-578-1982

EMAIL: seth@newtonsfire.com

Address:

2724 Darrell Newton Dr.
Swepsonville, NC 27359

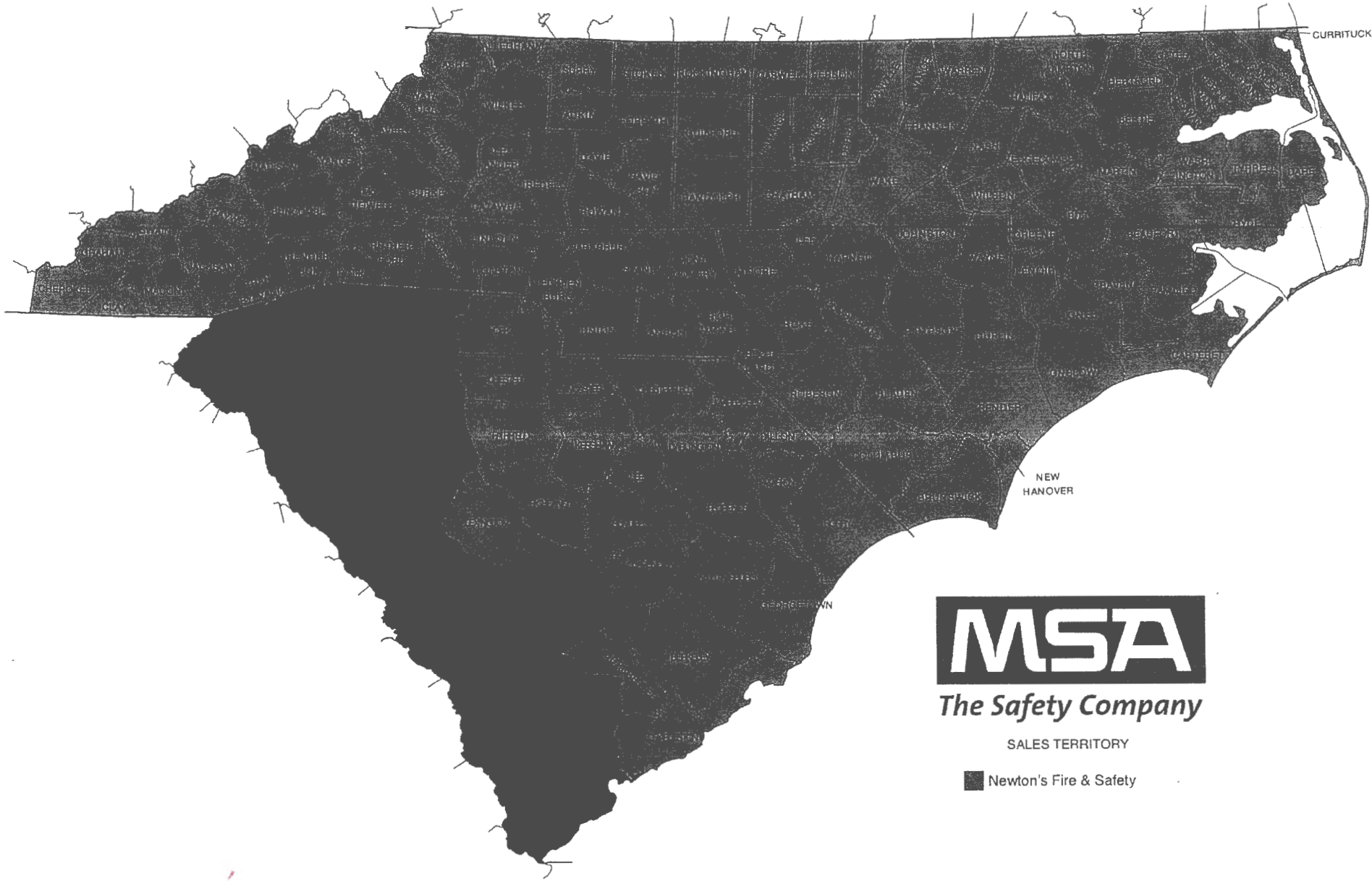
Territory:

North Carolina

South Carolina

(see attached map for the counties in green)

Attachment: Quote (6557 : PGI BarriAire Gold-EXTENDED Bib)



The Safety Company

SALES TERRITORY

■ Newton's Fire & Safety

Attachment: Quote (6557 : PGI BarriAire Gold-EXTENDED Bib)

Carolina Environmental Systems, Inc.
306 Pineview Drive, Kernersville, NC 27284
(336) 869-9900

March 11 , 2021

Mr. Billy Bowers
Shop Manager / Fleet Services
 City of Columbia
 2910 Colonial Drive
 Columbia , South Carolina 29203

Reference : Heil Python 28 Eject Automated Side Loader / 2022 Mack LR
Sourcewell (Formally NJPA) Member # 84853

Dear Mr. Bowers :

Per your request, we are pleased to quote to you the following **Heil Python 28 Yd Full Eject Automated Side Loader** per the standard factory specifications as follows :

1. Factory Mounting
2. **Tri-Cuff Grabbers**
3. 5.2 Cubic Yd Hopper
4. 108” Lift Reach
5. Street Side Access Door with Step and Grab
6. Under Hopper Liquid Sump
7. Body Props
8. Tailgate Props
9. Fully Automatic Shur-Lock Tailgate Locks
10. OIGAI Front Tandem Vane Pump
11. Chassis Frame Mounted Oil Tank w/ Temp Gauge and Shut Off
12. 3 Micron Return Line Filter
13. 100 Mesh Suction Line Strainer
14. In-Cab Packing Controls / Electric-Air
15. In-Cab Controls for Tailgate
16. IFM Controller “In Sight “ Diagnostic Display / Lift Cycle Counter
17. Select –O-Pack
18. Auto Lift
19. Arm Rest
20. Back – Up Alarm
21. LED Center Mounted Brake Light
22. LED Duplicate High and low mount stop , Turn and Tail Lights
23. LED Mid Body Turn Signals
24. LED Federal # 108 Clearance and Reflector Lights

Attachment: Quote (6551 : Two 2022 Heil Python 28 Yd Full Eject Automated Side Loader)

25. ICC Reflective Tape
26. Rear Mud Flaps
27. Rear Underride Guard
28. Rear Camera Bracket and Floodlights
29. Body Undercoating
30. Cavity Coat and Joint Sealer
31. Remote Packer Lube Kit
32. Safety Triangle Kit
- 33. Dupont Paint -One Color-Blue # N3056HN / Cab + Chassis : White**
- 34. Hopper Lift and Worklight Kit**
- 35. Grote Smart Lights**
- 36. Hopper Hood**
- 37. Body Side Backing Assist Lights**
- 38. 20 # Fire Extinguisher**
- 39. Tool Box @ Bumper**
- 40. 3" Drain Valve**
- 41. Caution Decal Kit – Lower Tailgate**
- 42. 3rd Eye Camera @ Tailgate + Monitor**
- 43. 3rd Eye Camera @ Grabber**
- 44. 3rd Eye Camera – LH Cab**
- 45. 3RD Eye Camera - Hopper**
- 46. 12 Month Body**
- 47. Fender Extension Kit**
48. Freight

- 1. Heil Python 28 – Full Eject / 2022 Mack LR \$ 299,700.00/Ea
(Worldwide Mack Specs)**

Price for Two (2) : \$ 599,400.00

Delivery on the complete truck and body will be approximately **90 Days** after receipt of a confirming purchase order depending on stock truck availability.

Please know that all stock ready trucks are quoted subject to prior sale.

In addition , our standard terms of **Full Net Invoice / Delivery** will also apply.

The South Carolina state sales tax of \$500.00 per truck is not included in the above price and should be paid by the City of Columbia , SC to the DMV when licensing the vehicle.

The enclosed pricing is based on the Heil Environmental contract that is currently in place with SOURCEWELL (Formally NJPA) per contract # 091219-THE per for the truck and body.

The specifications are based on the Heil Python 28 Yd Full Eject Body and the 2022 Mack specs enclosed for your review .

We thank you for this opportunity and we look forward to hearing from you soon should there be any questions

Kindest Regards ,

Chip Taylor

Chip Taylor
Carolina Environmental Systems, Inc.

Mobile : (803) 238-3590

E-Mail : chiptaylor@sc.rr.com

Attachment: Quote (6551 : Two 2022 Heil Python 28 Yd Full Eject Automated Side Loader)

Our Contracting Process



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

The Process

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

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

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

The Principal Procurement Agencies

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

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

(NJPA)

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

①

(NJPA)

PUBLIC SOLICITATION PROCESS Continued

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

2

(NJPA)

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

③

(NJPA)

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

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

(NJPA)

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

ORDINANCE NO.: 2011-103

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

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

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

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

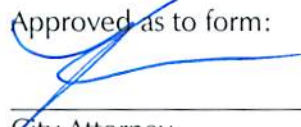
- (1) Professional services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, legal services, physician).
- (2) Competitive sealed proposals.
- (3) Negotiations after unsuccessful competitive sealed bidding.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

Requested by:

Purchasing _____


MAYOR

Approved by: 
City Manager

Approved as to form: 
City Attorney

ATTEST:

City Clerk

Introduced: 1/10/2012

Final Reading: 1/17/2012

ORIGINAL
STAMPED IN RED

Attachment: Sourcewell Documentation (6551 : Two 2022 Heil Python 28 Yd Full Eject Automated Side Loader)

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

Heavy Equipment Procurement Program

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

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

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



Signature of Authorized Representative

Drew Gilbert

Printed Name of Authorized Representative

Southern Vac

Contractor/Dealership Name (Please Print)

3/16/20

Date



Signature of NCSA Contract Administrator

Jason D. Bennett

Printed Name of NCSA Contract Administrator

March 16, 2020

Date



1520 Pineview Road
Columbia, SC 29209
(803) 358-0221, (803) 358-0431
Website: www.southern-vac.com

North Carolina Sheriffs
Association:
Heavy Equipment Bid:
19-03-0504RR



March 17, 2021

City of Columbia Wastewater
Attn: Jason Manchee

Mr. Jason Manchee,

Southern Vac is pleased to offer the *City of Columbia Wastewater* the following budgetary quote on a **Vector Mudslinger MS800 Diesel Vacuum Demo Trailer under NCSA Heavy Equipment Bid 19-03-0504RR**. Thank you for your consideration. If you have any questions regarding this quote, I can be reached at (803) 609-9140.

Thanks,

Richard Davey



Attachment: Quote (6593 : Vector Mudslinger Vacuum Trailer Demo Unit)

Specifications for: City of Columbia Wastewater

Demo Mudslinger MS800 Diesel Vacuum Trailer With 82 Engine HRS

- PD blower with max 2,000 CFM & 16" HG
- 114 HP Tier 4 Kubota diesel engine
- Fully enclosed power unit & 30-gallon fuel tank Control box with enclosure
- HD trailer, dual 10K Axles, adj pintle hitch, jack stand 7 pin connector, LED trailer lights, electric brakes Rims - Steel (std)

Debris Tank System & Water Tank

- 845-gallon debris tank
- Hydraulic dump with 55° dump angle
- 6" Rear door vacuum hose mount w/ quick coupling 6" Water & airtight Quick Dump™ vacuum tailgate Full open hydraulic dump door
- 325-gallon HDPE water tank (5 year warranty) Water pump - 4.0 gpm @ 4,000 psi, adj w/o tools Electric clutch on water pump
- 50' - 3/8" high pressure water hose w/ manual reel (Std)

Accessories Included

- Water digger wand w/ wobble nozzle 3' variable water lance assembly
- 6' by 6" bulk nozzle & 2' by 6' crown nozzle - Alum
- 6' dia - 8', 6', and 4' extensions - Alum
- Fender mounted tool box
- Emergency stop with 100' cord
- Wheels - upgrade Alum.

6" Boom Package w/ Pendant Boom Control

- 9' boom with 2' of hyd extension
- Manual 270° rotation w/ hyd up and down
- 6" - 16' boom hose
- Boom mounted LED work lights

Additional Option Included

- Powered Boom Rotation
- Wireless Remote

- Hydraulic Rear Door Locks
- 72" x 1/2" Digging lance w/quick connect and tip
- 72" x 1/2" Extension w/quick connect
- 48" x 1/2" Extension w/quick connect
- 2" Decant valve, installed upper rear door
- 100' x 3/8" hydro hose
- Safety lock out for rear door
- 72" x 6" Ext tube – Alum.
- 3/8" Nozzle for hydro hose w/quick connect
- 6" Vacuum hose 20', w/couplers

Warranty

- 1-year warranty on machine excluding wear items
- 2-year engine and 1-year blower warranty
- 3-year structural warranty on trailer frame

Key

Yellow Highlights are for the Base Package under NCSA

Blue Highlights are for the Attachments/Accessories under NCSA Contract

NCSA Base Module Total Price: \$173,635.00

NCSA 5% Discount Price: \$164,953.25

NCSA Base Accessories Price: \$14,783.78

NCSA 6% Accessories Discount Price: \$13,896.75

NCSA Total Price: \$178,850.00

*Demo Unit Discount: \$28,100.00

New Total Price: \$150,750.00

*Price dependent on availability of unit

ALL APPLICABLE SALES TAX AND FEES ARE NOT INCLUDED IN THE QUOTE

Customer Signature: _____

Date: _____

Southern Vac Representative: _____

Date: _____



rausch USA



Contract Amendment #1

Asphalt and Concrete Repair Services, Indirect Delivery Contract (IDC)
RFQu004-18-19-RTB

AOS Specialty Contractors, Incorporated

April 6, 2021

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and AOS Specialty Contractors, Incorporated (Engineer) executed July 20, 2019 (Agreement) to request additional funding for asphalt and concrete repair 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:

Fiscal Year 2019 - 2020	
Original Contract Amount (Term July 26, 2019 to July 25, 2021; Purchase Order# P178641):	\$750,000.00
*Purchase Order Modification #1 June 15, 2020; Purchase Order# P178641):	\$6,411.90
Current Contract Amount:	\$756,411.90
Fiscal Year 2020 - 2021	
New PO for the Fiscal Year Dated July 20, 2020 (Purchase Order # P185133);	\$750,000.00
This Contract Amendment #1 (Cost Increase - Purchase Order # P185133):	\$250,000.00
Current Contract Amount:	\$1,000,000.00

- A Purchase Order Modification was executed in lieu of an amendment to add funding to the contract.

This Change is Acceptable:

Name of Firm

AOS Specialty Contractors, Incorporated

Print Name

Signature

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

APPROVED AS TO FORM



Legal Department City of Columbia, SC

4/13/2021



CITY OF COLUMBIA
Department of Procurement & Contracts
For Internal Use Only

PO Change/Modification Order Form

Contract Number: _____
Procurement Officer: _____
Phone: 803.545.3470
E-Mail Address: _____
Address: 1800 Main St., 2nd Floor
Columbia, SC 29201

Routing Date: 04 / 01 / 2021

Form must be completed for all requested changes/modifications greater than \$100.00.

DESCRIPTION: Request to add funds to PO for IDC

DEPARTMENT NAME AND REQUESTOR: Engineering

CONTRACTOR'S NAME AND ADDRESS: AOS Specialty Contractors, Inc. 1224 Two Notch Road, Lexington SC 29073

PURCHASE ORDER NUMBER (if applicable): P185133 CHANGE ORDER # 1

TYPE OF CHANGE (check all applicable boxes):

- ☒ Purchase Order Increase
☐ Purchase Order Decrease
☐ Project Contingency Funds Utilized - Amount: \$ _____
☐ Change to Contract Scope of Work
☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
☐ Other Change

Brief Explanation/Justification: AOS has been the low bidder on all but 2 IDC bids. They have exhausted their funds on the IDC PO. In order to have competitive bids, additional funds are necessary.

Requested Amount of PO Increase/Decrease: \$ 250,000 Current PO amount/total: \$ 750,000

Accounting Information on Original PO: ORG 551 6220 OBJ 638500 (Required)

Funding/Account Info for Change Order: ORG 551 6220 OBJ 638500 (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 (\$100.01 - \$5,000):

Recommended for Approval: Andrea Bellinger (Signature) 4/1/2021 (Title)

Assistant City Manager Approval (\$5,000.01 - 25,000):

Recommended for Approval: COS 83 (Signature) 4/5/2021 (Title)

**Route this form to the Procurements & Contracts Department

Director of Procurement & Contracts Approval: City Manager Approval Needed ☒ Yes or No

Recommend for Approval: Sandra A Middleton (Signature) 04/05/2021 (Date)

City Manager Approval:

Recommend for Approval: _____ (Signature) _____ (Date)

All change orders over \$50,000.01 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.

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

INTERNAL PO Modification /CHANGE ORDER (COC 2/12/19 Updated)

Attachment: AOS Specialty Contractors IDC CA#1 - Legal Approved (6592 : AOS Specialty Contractors, Inc. Asphalt and Concrete Repair



We Are Columbia

13.a

MEETING DATE: July 16, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to authorize Indefinite Delivery Contracts for Emergency Asphalt and Concrete Repair Services, as requested by Columbia Water. Award to AOS Specialty Contractors, Inc. and North American Pipeline Management, Inc. in an amount not to exceed \$750,000.00 per agreement. We also request Council's approval for the execution of the final agreements, subsequent task orders, and option to extend services to the extent of Council's approved budget amount, in a form approved by the City's Attorney's Office with final approval by the City Manager.

REQUISITION NO.: R198157 & R198158

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5516220-638500 and 5516221-638500 - The original budget amount is \$2,000,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Connecting Our Community

PURPOSE:

AOS Specialty Contractors, Inc. a certified LBE and DBE (Woman) of Lexington, SC will provide asphalt and concrete maintenance repair and replacement at \$750,000.00 of the contract value.

North American Pipeline Management a DBE (Woman) of Marietta, GA will provide asphalt and concrete maintenance repair and replacement at \$750,000.00 of the contract value.

The Procurement and Contracts Department intends to award two (2) contracts for the procurement (RFQ004-18-19-RTB) based on requirements and in accordance with the City Procurement Policies and Procedures. The above referenced agreements are to compensate the Contractors for providing asphalt and concrete maintenance repair, and replacement.

Services to be performed will impact all City Council Districts. The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- AOS Specialty Contractors, Inc.-Asphalt and Concrete Repair Services IDC (PDF)
- North American Pipeline Management Inc.-Asphalt and Concrete Repair Services (PDF)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Moe Baddourah, Councilman - District III
SECONDER:	Daniel J. Rickenmann, Councilman - District IV
AYES:	Benjamin, Davis, Baddourah, Duvall, McDowell, Rickenmann
ABSENT:	Tameika Isaac Devine

Indefinite Delivery Contracts

City Council Work Session

March 7, 2017

Mr. Joey Jaco, Director of Engineering

Ms. Sandra A. Wright, Director of Procurement & Contracts

Ms. Shannon Lizewski, Procurement Manager



We Are Columbia



CITY COUNCIL
VISION STATEMENT

What Are IDCs?

- Contracts awarded for services on an as-needed basis
- The specific time of delivery and/or specific deliverables may not be identified at the time of the solicitation or open period



When Are IDCs Used?

- Unforeseen events that require immediate or expedited procurement action
- Items and/or specific services or deliverables are unknown
- Examples
 - Repairs to water lines
 - Sewer line point repairs
 - Yard restoration after repairs



IDCs and Procurement Code

- IDCs do not replace an approved procurement method.
- We must follow our Procurement Code.
- Proposed Procurement Methods to be used:
 - Requests for Quotes (Under \$25K Procurements)
 - Invitation for Bids (IFBs)
 - Request for Proposals (RFP)
 - Request for Qualifications (RFQ)



Goals & Objectives

- Establish contracts
 - For repairs and other services requiring prompt action
- Minimize response time
 - For our customers by providing a tool to expedite the procurement process within the confines of the Procurement Regulations
- Pre-approve contractors
 - For various high demand citywide services with a preference for qualified certified local and qualified SWDBEs



Goals & Objectives

- Reduce Emergency Procurements
- Address outstanding repairs
 - From the 2015 Severe Storms & Flooding Event
 - Item on 03/07/17 agenda



Proposed Procurement Process for IDCs

- End user/department identifies need or potential future needs for an IDC
- Procurement & Contracts notified
 - Assists with either creating a new IDC and/or
 - Assist with issuing a task order based on an existing IDC
 - For large IDCs, a selection committee may be required
- Approval based on amount
 - Over \$25,000 routed to City Manager and/or Council approval
 - Under \$25,000 handled through the City's small procurement process



Proposed Procurement Process for IDCs

- After approval
 - Open purchase orders are released to the pre-qualified contractors, consultants and/or vendors
 - Minimum of 3 selected for each IDC
- Task orders are issued
 - For each defined scope or requirement identified
 - At the not-to-exceed amount approved and listed on the PO



Small IDCs

- Professional Service Contracts under \$25,000
 - Wetlands
 - Surveying
 - Geotechnical
 - Structural
- Selection of up to 3 qualified firms
- Not to exceed \$25,000 per firm per fiscal period



03/07/2017

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Large IDCs

- Professional Service Contracts over \$25,000
 - Water (pipe, plant, etc.)
 - Wastewater (pipe, plant, etc.)
 - Stormwater (pipe, channel, etc.)
- Selection of 3 or more qualified firms from general engineering support services
- Not to exceed \$750,000 per qualified firm per fiscal period



03/07/2017

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Construction IDCs

- Construction Services:
 - Asphalt
 - Water Pipe Repair/Replacement
 - Sewer Pipe Repair/Replacement including Point Repair
 - Yard Restoration
- Selection of 3 or more contractors based on qualifications
- Compete each task between three selected contractors & award to the lowest bidder
- Not to exceed \$750,000 per contractor per fiscal period



03/07/2017

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Large Professional Service IDCs

- Selection committee
 - 3 or 5 staff members
 - Selected by the Director of Engineering and/or Director of Utility Operations
 - Director of Procurement & Contracts and/or designee serving as the facilitator(s)



IDC on Tonight's Agenda

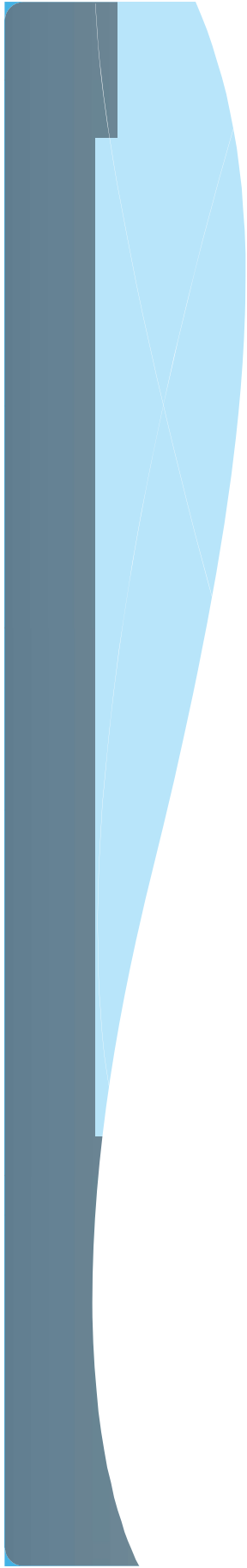
- City of Columbia Water/ Wastewater Flood Engineering Services – Item #3332
 - For Council approval for staff to begin negotiations with the highest ranked firms for the flood recovery IDCs



IDC Proposed Term

- Typically timeframe
 - Initial term of one fiscal period with two (2) additional annual renewal options
 - Subject to contractor's satisfactory performance and budget approval/funding availability
- IDCs released before June 30, 2017 may include additional months to the initial term





ANY QUESTIONS?



Contract Amendment #5

SS7284 Upgrades to Liquid Treatment Train One (1) at the MWWTP

ENGRFQ002B-13-14

AECOM

February 12, 2021

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and AECOM (Engineer) dated June 2, 2015 (Agreement) to compensate the Engineer for additional engineering services that include project commissioning, as well as training and preparation of the Operation Manual. In addition, plant design parameters have changed from the original basis of design due to changes in wastewater characteristics which requires enhanced engineering services and support. The referenced additional engineering services are further described within the attached hereto.

This Amendment also clarifies previous contract extension letters are identified as Contract Amendments #1, 2, and 3, and the last executed Amendment (dated June 11, 2018) is identified as Amendment #4.

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

Proposed Change and Basis for Payment:

Original Contract Amount (June 30, 2015 to December 31, 2016; Purchase Order# P154208):	\$774,700.00
Amendment #1 – Extension Letter (No Cost Time Extension from December 31, 2016 to June 30, 2017; P154208):	\$0.00
Amendment #2 – Extension Letter (No Cost; Time Extension from June 30, 2017 to December 31, 2017; Purchase Order# P154208):	\$0.00
Amendment #3 – Extension Letter (No Cost; Time Extension from December 31, 2017 to June 30, 2018; Purchase Order# P154208):	\$0.00
Amendment #4 (Cost Increase/Addition; Time Extension from June 30, 2018 to June 30, 2023; Purchase Order# P154208):	\$1,169,500.00
Current Contract Amount:	\$1,944,200.00
This Contract Amendment #5 (Cost Increase/Addition; Purchase Order# P154208; Administrative Correction to Amendment #4):	\$378,038.00
Revised Contract Amount:	\$2,322,238.00

This Change is Acceptable:**Name of Firm**

AECOM

Gary L. Freeman, Sr., V.P.

Print Name



Signature

3/12/2021

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

3/11/2021

December 21, 2020

John T. Riggs, P.E.
Wastewater Project Manager
City of Columbia
Utilities and Engineering
1136 Washington Street
Columbia, South Carolina 29201

Subject: SS7284 - Upgrades to Liquid Treatment Train One (1) at the Metro WWTP
Phase 1B Construction Services

Dear John,

Under a previously executed City of Columbia contract for SS7284, AECOM provided engineering services for design and construction services for:

- Improvements to aeration facilities including rehabilitation of existing concrete structures and replacement of aeration equipment.
- Replacement of the 44 year old unit electrical substations numbers 1 and 2 and the Train 1 aeration basin's main power equipment.
- Aeration controls, instrumentation and SCADA integration.
- Magnesium Hydroxide Facilities

Due to circumstances beyond the control of the contractor, the contractor's completion date has changed, resulting in additional time required for construction services. The City has requested additional services for project commissioning, training and preparation of the Operation Manual. In addition, plant design parameters have changed due to changes in wastewater characteristics. Due to the circumstances mentioned herein, AECOM requests an amendment to our engineering agreement.

Documentation for the change is attached.

AECOM appreciates the opportunity to provide these highly technical modifications to the City of Columbia for the Upgrades to Liquid Treatment Train One (1) at the MWWTP project. If you should have any questions, please feel free to contact me.

Sincerely,



R. Thomas Haselden, Jr., PE, BCEE
Vice President
SC Water Lead
AECOM Technical Services, Inc.

cc: Clean Water 2020 Project Manager

Attachment: CA#5 SS7284 Liquid Treatment Train One (1) MWWTP (6565 : SS7284 AECOM CA#5 Upgrades to Liquid Treatment Train One at the

COST CHANGE AMENDMENT DETAILS

PROJECT NAME: UPGRADES TO LIQUID TRAIN ONE (1) AT THE METRO WWTP
CIP NUMBER: SS7284

Contract Amendment #3
Upgrades to Liquid Treatment Train One (1) at the Metro WWTP
CIP NUMBER: SS7284

I. SCOPE ADDITION/DELETION

Due to circumstances beyond the control of the contractor, the contractor's completion date for this project has changed, resulting in additional time required for construction services. The City has requested additional services for project commissioning, training and preparation of the Operation Manual. In addition, plant design parameters have changed due to changes in wastewater characteristics. Due to the circumstances mentioned herein, AECOM requests an amendment to our engineering agreement as described in detail below.

Task 3 – Task 800 - Engineering Services During Construction and Task 900 - Full Time Construction Inspection

Task 800 of the original Scope of Services called for administration of the construction contract, submittal and pay application review, change management, completion monitoring and documentation, periodic construction observation by engineering staff, and material testing. Task 900 of the original Scope of Services called for full time construction inspection. The amount of time allocated for construction in AECOM's original contract with the City was 630 calendar days. In Addendum Number 8 during the bid process, 60 days was added to the construction time period to allow contractors more time to complete the project to provide for more competitive bids. The construction time period has also been increased by 89 days due to weather related events and additional construction requests (Construction Change Order #3-59 days and Construction Change Order #4-30 days). The total increase in contract time through addenda and change orders is 149 days with a final completion date of June 19, 2020. The latest construction schedule from the contractor indicates a revised construction completion date of April 9, 2021 or an additional 294 days beyond June 19, 2020. The increase in construction contract time will result in additional

engineering services for engineering time during construction. A summary of time extensions is as follows:

Addendum No. 8	60 Days
Contractor Change Order No. 3	59 Days
Contractor Change Order No. 4	30 Days
Anticipated Contractor Change Order	294 days
Total Construction Time Extension	443 Days

Through an Owner's Contingency Authorization, dated August 12, 2020, contingency from the Phase 1B contract was utilized to reimburse AECOM for Tasks 800 and 900 for the time period from January 22, 2020 through June 22, 2020.

This change amendment will provide additional construction services from June 23, 2020 through April 09, 2021.

Task 1040- Preparation of the Operation Manual

Task 1040 of the original Scope of Services called for updating the existing WWTP Operation Manual. This project includes a very complex aeration process with complex automatic controls and magnesium hydroxide storage and feed facilities. The Operation Manual is critical for WWTP compliance. Brown and Caldwell (B&C) prepared the original Operation Manual and is very familiar with Metro WWTP's operations. Due to B&C's familiarity of the Metro WWTP's Operations Manual, B&C will assist AECOM in the preparation of the manual. In addition, the City desires to expand the Operation Manual to modify the introduction and internal administration sections to the manual. AECOM's original scope of services provided for the preparation of a basic manual to comply with government regulations. It is imperative that the Metro WWTP Operation's Manual be a tool that operation staff utilize to gain as much knowledge as possible to properly utilize the controls for reducing power and chemical costs while maintaining compliance.

This change amendment will provide additional services to provide a more detailed Operation Manual to include operating procedures for aeration facilities, magnesium hydroxide facilities and aeration controls and to update existing sections of the manual.

Task 1050- Operation Training

Task 1050 of the original Scope of Services included classroom training of existing operation staff. Brown and Caldwell (B&C) has been providing training to the Metro WWTP staff for several years and is familiar with the training methods desired by the plant staff. AECOM's original scope of services only provided for classroom training. The City requested that AECOM contract with B&C to assist in process commissioning to gain knowledge for future training capability, to provide commissioning forms and schedules, to verify functional testing for the aeration controls and to provide field training in addition to the classroom training. B&C will also utilize training materials provided by AECOM to prepare and for and provide classroom training. It is imperative that the Metro WWTP operation staff receive the best training to gain as much knowledge as possible to properly operate the WWTP and utilize the controls for reducing power and chemical costs while maintaining compliance.

This change amendment will provide additional services to provide and verify completion of commissioning forms and schedules, provide field training of operation personnel and provide more detailed classroom training.

Task 1096- Re-evaluation of Aeration Design due to Change in Wastewater Characteristics

Upon start-up of Train 1, Aeration Basin 2, it was determined that one blower could not get a low enough air flow to allow the City to experiment with operation in a non-cyclic simultaneous nitrification/dentrification (SND) mode. With further evaluation by AECOM and additional sampling from the City, it was determined that the organic loading to the WWTP at the time that the aeration improvements were placed in operation had decreased significantly from the data available when the upgrade was originally designed. The design primary effluent BOD utilized was 160 mg/l and the primary effluent BOD average from May 2019 to March 2020 was 91 mg/l, 43 % less than design conditions. At the City's request, AECOM reviewed and evaluated data for three recent years, developed revised design criteria, estimated minimum air flow requirements to maintain a dissolved oxygen level of 0.5 mg/l across the aeration basins and provided alternatives, recommendations and preliminary cost estimates for modifications. A revised BIOWIN model was prepared and calibrated to actual operating conditions.

This change amendment provides a recommended alternative for making modifications to the WWTP to allow the aeration basins to operate at lower dissolved oxygen concentration.

A calibrated BIOWIN model that can be utilized for future operational evaluations and troubleshooting of the wastewater process will be provided.

II. COMPENSATION

The following changes to the initial SS7284 contract are recommended to incorporate additional services by AECOM for this proposed amendment:

- Task 100 – “Evaluation and Design Phase Administration” – No Change to Task 100.
- Task 200 – “Preliminary Planning, Investigation, Engineering and Alternative Analysis” – No Change to Task 200.
- Task 300 – “Survey and Utility Mapping and Flood Plain Impact” – No Change to Task 300.
- Task 400 – “Geotechnical Investigation and Material Testing” – No Change to Task 400.
- Task 500 – “Final Design” – No Change to Task 500.
- Task 600 – “Permits” – No Change to Task 600.
- Task 700 – “Bidding and Award” – No Change to Task 700.
- Task 800 – “Engineering Services During Construction” – Add \$106,975.00 to Task 800.
- Task 900 – “Full Time Construction Inspection” – Add \$62,460.00 to Task 900.
- Task 1010 – “Record Drawings” – No Change to Task 1010.
- Task 1020 – “Punch List & Final Inspection” – No Change to Task 1020.
- Task 1030 – “O&M and Miscellaneous Submittals” – No Change to Task 1030.
- Task 1040 – “Operations Manual” – Add \$52,800.00 to Task 1040.
- Task 1050 – “Operation Training” – Add \$67,348.00 to Task 1050.
- Task 1060 – “Arc Flash Study” – No Change to Task 1060.
- Task 1070 – “SCDHEC Permit” – No Change to Task 1070.
- Task 1090 – “Final Notice of Acceptability of Work” – No Change to Task 1090.
- Task 1095 – “Warranty Period” – No Change to Task 1095.
- Task 1096 - Re-evaluation of Aeration Design due to Change in Wastewater

Characteristics (New Task) – Add \$88,455.00 to Task 1096.

- Task 1100 - “Additional Services” – No Change to Task 1100.

The new contract values based on the above recommended changes are presented below:

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation and Design Phase Administratio	\$ 57,400.00	\$800.00	\$0.00	\$58,200.00
Task 200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	\$ 108,800.00	\$4,070.00	\$0.00	\$112,870.00
Task 300	Survey and Utility Mapping and Flood Plain Impact	\$ 60,800.00	(-\$10,498.32)	\$0.00	\$50,301.68
Task 400	Geotechnical Investigation and Material	\$ 7,500.00	\$1,850.00	\$0.00	\$9,350.00
Task 500	Final Design	\$410,700.00	\$82,398.32	\$0.00	\$493,098.32
Task 600	Permits	\$30,800.00	\$250.00	\$0.00	\$31,050.00
Task 700	Bidding and Award	\$ 40,700.00	\$2,900.00	\$0.00	\$43,600.00
Task 800	Engineering Services During Construction	\$0.00	\$516,950.00	\$106,975.00	\$623,925.00
Task 900	Full Time Construction	\$0.00	\$300,840.00	\$62,460.00	\$363,300.00
Task 1000	Project Closeout	\$0.00	\$6,525.00	\$0.00	\$6,525.00
Task 1010	Record Drawings	\$0.00	\$9,930.00	\$0.00	\$9,930.00
Task 1020	Punch List & Final Inspection	\$0.00	\$11,675.00	\$0.00	\$11,675.00
Task 1030	O&M and Miscellaneous	\$0.00	\$6,485.00	\$0.00	\$6,485.00
Task 1040	Operations Manual	\$0.00	\$43,300.00	\$52,800.00	\$96,100.00
Task 1050	Operation Training	\$0.00	52,455.00	\$67,348.00	\$119,803.00

Task 1060	Arc Flash Study	\$0.00	\$20,650.00	\$0.00	\$20,650.00
Task 1070	SCDHEC Permit	\$0.00	\$3,220.00	\$0.00	\$3,220.00
Task 1090	Final Notice of Acceptability of Work	\$0.00	\$900.00	\$0.00	\$900.00
Task 1095	Warranty Period	\$0.00	\$68,800.00	\$0.00	\$68,800.00
Task 1096	Re-evaluation of Aeration Design due to	\$0.00	\$0.00	\$88,455.00	\$88,455.00
Task 1100	Additional Services	\$58,000.00	\$46,000.00	\$0.00	\$104,000.00
Total Fee		\$774,700.00	\$1,169,500.00	\$378,038.00	\$2,322,238.00

III. SCHEDULE

The contract expiration from the previous amendment is June 30, 2023. With this Amendment the contract expiration date will change to June 30, 2024.

IV. SUBCONSULTANT FIRM INFORMATION

The updated sub-consultant percentages and amounts are listed in the table below for the original contract and the contract amendment, as well as the updated total. This amendment will increase the sub-consultant participation of the previously revised contract from 16.35% to 17.47%.

Sub-consultant	Original Contract	Previous Amendments	Current Amendment	Revised Contract Amount
Howard Engineering	\$98,400.00	\$46,320.00	\$0.00	\$144,720.00
K&P Engineering	\$10,000.00	\$18,000.00	\$0.00	\$28,000.00
Terracon	\$5,500.00	\$18,000.00	\$0.00	\$23,500.00
Felkel and Hastings	\$10,000.00	\$5,800.00	\$0.00	\$15,800.00
Davis Architecture	\$5,500.00	\$0.00	\$0.00	\$5,500.00
4D Engineering	\$37,500.00	\$0.00	\$0.00	\$37,500.00
Brown & Caldwell	\$0.00	\$0.00	\$150,700.00	\$150,700.00

Total Sub-Consultant Fees	\$166,900.00	\$88,120.00	\$150,700.00	\$405,720.00
Sub-Consultant Percent of Contract				17.47%

Contract Amendment #1

SS7560 Lower Crane Creek Equalization Storage

RFQ0011-16-17-NMJ

Hazen and Sawyer

March 4, 2021

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Hazen and Sawyer (Engineer) dated September 2, 2020 (Agreement) to compensate the Engineer for additional engineering services that include supplemental geotechnical investigations and design modifications due to bedrock conflicts at a railroad pipe crossing for a new conveyance pipe to the equalization storage facility. The referenced additional engineering services are further described within the attached hereto. This Amendment also extends the Agreement from April 1, 2023 to March 31, 2024 to complete the project.

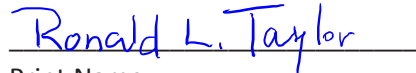
All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Proposed Change and Basis for Payment:

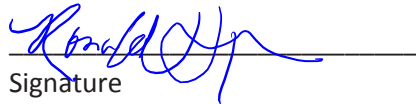
Original Contract Amount (September 3, 2020 to March 31, 2023; Purchase Order# P185959):	\$1,848,321.00
Current Contract Amount:	\$1,848,321.00
This Contract Amendment #1 (Cost Increase/Addition; Time Extension from April 1, 2023 to March 31, 2024; Purchase Order# P185959):	\$397,594.00
Revised Contract Amount:	\$2,245,915.00

This Change is Acceptable:**Name of Firm**

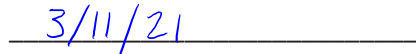
Hazen and Sawyer



Print Name



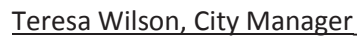
Signature



Date

City of Columbia

Office of the City Manager



Signature

Date

Witness

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

3/11/2021

COST CHANGE AMENDMENT DETAILS

Contract Amendment #1 Lower Crane Creek Storage Facility and Pump Station CIP NUMBER: SS7560

The original Lower Crane Creek Equalization Storage design included a crossing under the adjacent railroad tracks for a 48-inch sewer pipe. This conveyance pipe had to be increased in size to 60-inch to convey flow to the site for both the current Crane Creek Equalization Storage facility design and the future North Columbia Export Pump Station (NCEPS). The larger pipe conflicted with reported bedrock profiles. This Amendment No. 1 covers the additional professional engineering service effort required to evaluate alternative railroad pipe crossing locations, including a supplemental subsurface geotechnical program to characterize the bedrock surface and identify the cost effective approach to install the conveyance pipe, and to modify the existing design to integrate the new crossing location.

I. SCOPE ADDITIONS

The following scope additions are required to perform preliminary and final design engineering services, geotechnical investigation, bid phase assistance, and engineering services during construction for the Lower Crane Creek Equalization Storage project.

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

220 Alternative Analysis/Recommended Plan

- Design revisions related to increasing the depth of structures between Diversion Structure 1 and the equalization pump station by up to 3 feet. These revisions include updated plans for the final railroad pipe crossing position and an update to site plan components to incorporate the final railroad pipe crossing.
- Design revisions to the grinder facility to modify its design to meet current flow and future flow for the NCEPS.
- Develop preliminary drawings of the proposed railroad crossing based on the findings of the supplemental geotechnical investigations and selected tunnel method approach as related to the potential rock interface.
- Add additional Preliminary Design report section(s) documenting the tunnel method feasibility analysis and selection, risk assessment of evaluated tunnel elevations, the scope of the geotechnical investigation, and document the decisions made during Preliminary Design.

TASK 400 – Geotechnical Investigation

430 Supplemental Field Investigations for Railroad Pipe Crossing

- Consultant will utilize Terracon Consultants, Inc. as a subconsultant for supplemental geotechnical services. Palmetto Consulting Engineering Group, Inc., serving as Protégé to Consultant, will also provide on-site observation and daily reports during field investigations.
- Consultant will develop a supplemental geotechnical investigation to evaluate ground conditions and assess risk profiles for installation of the railroad pipe crossing. The geotechnical scope includes contingent lump sum fees for additional phased investigation and characterization of conditions, if needed. These contingent investigations will be only be performed upon written approval by the CITY.
- Consultant will develop preliminary ground risk register by tunnel method.
- Consultant will develop conceptual risk based cost estimate for 2 vertical alignment alternatives.
- Consultant will review draft supplemental geotechnical information, which will be provided in phases, to:
 - select and assess most promising crossing locations,
 - locate test pit locations,
 - whether to implement “contingent services”,
 - analyze layer and lithological stratification and quality,
 - coordinate and evaluate geotechnical subcontractor’s boulder volume ratio and obstruction probability analysis, and
 - review draft geotechnical report and provide comments.
- Geotechnical investigation will include the following:
 - Phase 1A
 - Complete two calibration geophysical runs for calibration on existing site using existing borings.
 - Complete two arrays parallel to the railroad tracks to find best (i.e. lowest cost while managing risk) tunnel crossing location.
 - Phase 1B
 - Identify the two best tunnel crossings alignments and perform geophysical investigation of the two (2) best tunnel crossings.
 - Perform geophysical investigation of up to three more tunnel crossings, if needed.
 - Phase 2
 - Identify single best tunnel crossing – perform 4 borings along route.
 - Identify second best tunnel crossing – perform 4 borings along route.
 - Perform 4 borings along a third tunnel crossing route, if needed.
 - Phase 3

- Perform test pits on both sides of the identified best tunnel crossing alignment (outside RR property), if necessary, to supplement borings.
- The CITY will obtain the right of entry permit from the railroad and provide property owner permission for access for the Supplemental Geotechnical Investigations.
- The CITY will provide a temporary access across Smith Branch.

TASK 500 – Final Design

530 Project Plans and Specifications

- Consultant will perform the following subtasks associated with the final revised railroad pipe crossing:
 - Review geotechnical information.
 - Perform structural computations and initial tunnel support design for tunnel methods allowed by specification. Assess and model settlement potential (if needed based on ground conditions and methods allowed).
 - Develop 90% design drawings.
 - Develop 90% technical specifications.
 - Perform 90% QA/QC comments.
 - Review and respond to 90% QA/QC review comments.
 - Attend (virtually) a 90% design review meeting.
 - Develop 100% design drawings.
 - Develop 100% technical specifications.
 - Develop tunnel subcontractor qualifications package (to be included with Bid Form)
 - Perform 100% QA/QC review.
 - Review and respond to 100% QA/QC comments.

540 Opinion of Probable Construction Cost and Schedule

- Consultant will submit a schedule and an opinion of the probable cost for the Project including construction costs, contingencies and other related items at the 90-percent and 100-percent plan reviews for the final revised railroad pipe crossing. Since Consultant has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, Consultant cannot and does not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

TASK 700 – Bidding and Award

710 Bidding Assistance

- Consultant will provide services during the bidding phase to include issuing addenda, assisting with responses to requests for information (RFIs) associated with the final revised railroad pipe crossing.

TASK 800 – Engineering Services During Construction

850 Periodic Construction Observation

- Consultant will provide services during construction and perform the following subtasks associated with the final revised railroad pipe crossing:
 - Tunnel Construction Oversight Quality Assurance Program
 - Inspection worksheets specific for each phase of microtunneling and customized for this project.
 - Critical document packets developed for tunnel to be carried in field.
 - Soil grab sample collection and storage for documentation if DSC claim is made.
 - Proactive/predictive tracking tools.
 - Graphical production daily progress reports.
 - On-site observation by personnel experienced in tunnel construction observation during tunneling.

II. COMPENSATION

The following changes to the initial SS7560 contract are recommended to incorporate final design and construction services by \$397,594 for this proposed amendment:

- Task 200: \$40,154
- Task 400: \$263,142
- Task 500: \$75,268
- Task 700: \$2,840
- Task 800: \$16,190

The new contract values based on the above recommended changes are presented below:

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation and Design Phase Administration	\$91,710	\$0	\$0	\$91,710 (Lump Sum)

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	\$83,196	\$0	\$40,154	\$123,350 (Lump Sum)
Task 300	Survey and Utility Mapping	\$19,298	\$0	\$0	\$19,298 (Lump Sum)
Task 400	Geotechnical Investigations	\$28,092	\$0	\$263,142	\$291,234 (Lump Sum)
Task 500	Final Design	\$418,873	\$0	\$75,268	\$494,141 (Lump Sum)
Task 600	Permits and Property	\$37,446	\$0	\$0	\$37,446 (Lump Sum)
Task 650	Permit Application Fees	\$3,000	\$0	\$0	\$3,000 (Not-To-Exceed)
Task 700	Bidding and Award	\$29,114	\$0	\$2,840	\$31,954 (Lump Sum)
Task 800	General Services During Construction	\$560,046	\$0	\$16,190	\$576,236 (Lump Sum)
Task 900	Full Time Construction Inspection	\$362,340	\$0	\$0	\$362,340 (Lump Sum)
Task 1000	Project Closeout	\$165,206	\$0	\$0	\$165,206 (Lump Sum)
Task 1100	Additional Services	\$50,000	\$0	\$0	\$50,000 (Lump Sum)
Total Fee		\$1,848,321	\$0.00	\$397,594	\$2,245,915

III. SCHEDULE

The current contract expiration is March 31, 2023. Based on the time required to complete construction, the contract expiration shall be extended to March 31, 2024.

IV. SUBCONSULTANT FIRM INFORMATION

The original contract included Palmetto Consulting Engineering Group, Inc. as a Protégé Firm, Howard Engineering as a sub-consultant Firm, Terracon as a sub-consultant Firm, and Michael Baker International as a sub-consultant firm, for a Protégé percentage of 20.92% and total combined Protégé/Sub-consultant fee of 42.90%. 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 will decrease the Protégé participation from the original contract from 20.92% to 20.83%, and increase the total combined Protégé/Sub-consultant fee from 42.90% to 44.22%.

	Total Contract Amount	Palmetto Amount (Protégé)	% of Contract Amount	Howard Amount (Sub-consultant)	% of Contract Amount	Terracon Amount (Sub-consultant)	% of Contract Amount	Baker Amount (Sub-consultant)	% of Contract Amount
Original Contract	\$1,848,321	\$386,611	20.92%	\$54,400	2.94%	\$22,500	1.22%	\$329,400	17.82%
CA#1	\$397,594	\$81,267	20.44%	\$0	0.00%	\$119,000	29.93%	\$0	0.00%
Total	\$2,245,915	\$467,878	20.83%	\$54,400	2.42%	\$141,500	6.30%	\$329,400	14.67%

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:	\$1,848,321	\$1,055,410	57.10%	\$386,611	20.92%	\$406,300	21.98%
This Change Order: (Increase)	\$397,594	\$197,327	49.63%	\$81,267	20.44%	\$119,000	29.93%
Revised Contract:	\$2,245,915	\$1,252,737	55.78%	\$467,878	20.83%	\$525,300	23.39%

MPP Project #/Name: SS7560 Lower Crane Creek Storage/Pump Station

Change Order #: 01 (Ex: 01, 02)

Change Order/Amendment Amount: \$397,594.00

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

As part of the Preliminary Design effort currently underway on the project, it became apparent that additional geotechnical investigations are required to ensure proper design and construction of the railroad pipe crossing required for the project. Incorporation of the additional geotechnical and design effort into the existing project is the most logical and straightforward mechanism to complete the original project and reduce schedule delays associated with the additional work.

Change Order/Amendment Type:

1. ☒ **Time Extension – New End Date:** March 31, 2024 (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 = \$397,594** (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:** \$81,267
- **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

Geotechnical field investigation services, on-site observations and documentation, and CAD assistance during design.

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

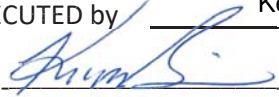
4. Revised scope of work

N/A

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 Kevin M. Bair (Mentor Firm) this 24th day of Feb. 2021.

By:  Title: Project Manager

Firm Name: Hazen and Sawyer

EXECUTED by Palmetto Consulting Engineering Group, Inc. (Protégé Firm) this 24th day of Feb. 2021.

By:  Title: President

G. Marguerite McClam

Firm Name: Palmetto Consulting Engineering Group, Inc.

OBO Statement for the change order/amendment:

OBO Compliance has reviewed the funding increase and time extension contract amendment. The original project contract amount was \$1,848,321.00. The original amount received by the protégé was \$386,611.00 or 20.92% of the original contract amount. The revised total contract amount is \$2,245,915.00, which includes the current and any previous contract amendments for this project. The protégé will receive \$467,878.00 or 20.83% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 1 day of March, 2021.

By:  Title: Program Compliance Specialist

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

*This information is only required if the amendment is greater than \$50,000, and the amendment must be approved by the City Council.

Attachment: CA#1 Hazen Sawyer SS7560 Lower Crane Ck. Equalization Storage (6556 : SS7560 Hazen and Sawyer CA#1 Lower Crane Creek



Attachment: SS7560 Location Map (6556 : SS7560 Hazen and Sawyer CA#1 Lower Crane Creek Equalization Storage)

Clean Water 2020

Columbia's Clear Vision For Clean Water



- Sewer Manhole
- Sewer Gravity Mains ($\geq 15"$)
- Sewer Gravity Mains (Active, City)
- Tax Parcel
- CIP Site Location
- Basin Boundary



1 inch = 200 feet

0 125 250 Feet

SS7560 Lower Crane Creek Equalization Storage

Prepared For: Packet Pg. 188

Contract Amendment #1

Sole Source Procurement – Sales, Services, and Rental Agreement
Premier Magnesia, Limited Liability Corporation

March 1, 2021

Description of Change: Request change in Agreement for Services between the City of Columbia (City) and Premier Magnesia, Limited Liability Corporation (Contractor) effective January 4, 2021 (Agreement), to extend the Agreement from January 1, 2021 to June 30, 2021; and, to increase funding for the magnesium hydroxide supplied by the only known qualified Contractor, for chemicals that are essential in treating the City's wastewater.

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

Proposed Change and Basis for Payment:

Original Contract Amount (Term September 17, 2020 – December 31, 2020; Change Order #1; Purchase Order# P185634):	\$702,983.66
Change Order #2 (Amount With Tax; Purchase Order# P185634):	\$160,453.96
Current Contract Total:	\$863,437.62
This Contract Amendment #1 (Cost Increase; Time Extension January 1, 2021 – June 30, 2021; Purchase Order# P185634):	\$673,095.52
Revised Contract Amount:	\$1,536,533.14

This Change is Acceptable:

Name of Firm

Premier Magnesia, Limited Liability Corporation

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

3/8/2021



June 4th, 2020

Mr. David Wiman
Columbia Metro WRF
1200 Simmons Tree Lane
Columbia, SC 29201
David.Wiman@columbiasc.gov
(803) 988-8057

Re: Premier Magnesia, LLC – Thioguard® Inflationary Price Increase Request

Dear David,

Premier Magnesia has experienced increases in costs of production as well as rail transportation over the past year and would request to only pass along a small portion of this to our valued customers. In addition to that, we have recently increased the magnesium hydroxide concentration in the slurry from 56% to 60% to all of our customers, which should show you a decrease in product usage at your facility to achieve the same level of alkalinity needed.

We are requesting a price increase for Thioguard supplied to the City of Columbia to cover a small portion of our increased costs.

Our proposed new delivered price of Thioguard is \$2.72 per gallon, effective 7/1/2020 through 6/30/2021 which reflects just a 4.6% increase over last year's price

We appreciate your business and look forward to another year as your magnesium hydroxide provider. Please give me a call 704.534.7057 or email if you have any questions. Thank you.

Best Regards,

Dave Schumacher

Dave Schumacher

Dave Schumacher
Southeast Regional Manager
704.534.7057

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by return email and delete all copies of this message.

Attachment: Premier Magnesia Sole Source CA#1 (6459 : Premier Magnesia, LLC CA #1 Magnesium Hydroxide and Equipment Sole Source



[HOME](#)
[ABOUT](#)
[FOR TREATMENT PLANTS](#)
[FOR COLLECTION SYSTEMS](#)
[DOWNLOADS](#)
[NEWSLETTERS](#)
[RESOURCES](#)
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THIOGUARD® Savings Calculator

To see how much you could save by switching to THIOGUARD®, enter your current caustic soda usage and costs, and your quoted THIOGUARD® price.

Your Daily 50% Caustic Soda Usage in Gallons:

Your Cost Per Dry Ton of Caustic Soda: \$

Quoted THIOGUARD® Price Per Gallon: \$

= input

= \$ savings



Product	50% Caustic Soda	THIOGUARD®	
Chemical Formula	NaOH	Mg(OH)2	
MW	40	58	
Alk Equivalence	80	58	
Product Concentration	50%	60%	
Lbs/Gallon	12.36	12.90	THIOGUARD® % Increase/Decrease
Lbs Chem/Dry Gallon	6.18	7.74	25%
Lbs Alk/Gallon	7.73	13.34	73%
Gallons/Dry Ton	323.62	258.40	
Total Daily Usage (gal)	2,000	1,157.8	-42%
Annual Dry Tons	2,255.7	1,635.4	
Annual Truckloads	209	121	-42%
Cost / Dry Ton	\$655.00	\$651.16	
Cost / Dry Pound	\$0.33	\$0.33	
Cost / Gal	\$2.02	\$2.52	
Cost / Lbs of Alkalinity	\$0.26	\$0.19	
Daily Cost	\$4,047.90	\$2,917.53	Cost Savings Per Year
Annual Cost	\$1,477,483.50	\$1,064,900.23	\$412,583.27

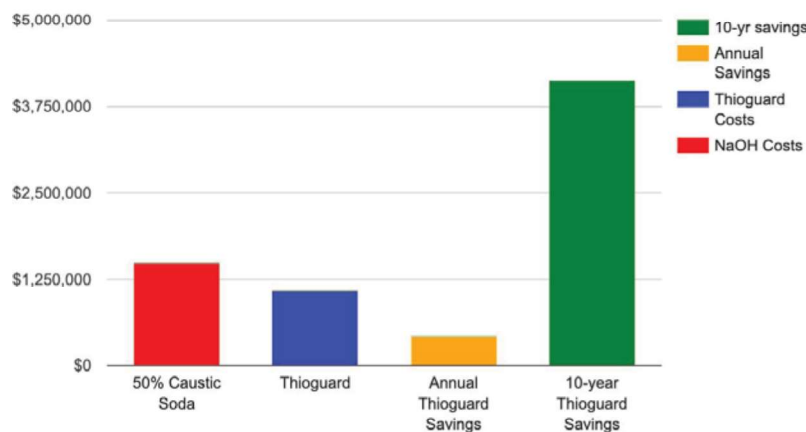
THIOGUARD® : Non-Hazardous



50% Caustic Soda



Annual Cost Savings with Thioguard



THIOGUARD® TST

EFFECTIVE, ENVIRONMENTALLY SAFE TOTAL SYSTEM TREATMENT FOR MUNICIPAL WASTEWATER



NEWSLETTER ARCHIVE

Online Archive of the
THIOGUARD® Newsletter Series



RESOURCES

Website links and information
related to THIOGUARD®



THIOGUARD® TST is a non-hazardous
application with no required
reportable quantities (RQ = None)

THIOGUARD.COM
1.800.227.4287



OWNED, MINED
AND PRODUCED
IN THE USA

© PREMIER MAGNESIA | ISO 9002:1994

CAUSTIC SODA = Volatile Price & Volatile Chemistry.

HEAD TO HEAD TRIAL: THIOGUARD® VS CAUSTIC SODA

30 Day Trial Averages
North Carolina WRF Facility
10 MGR WRF



“ We converted from Caustic to Thioguard® in October of 2014. I knew we would save money based on head to head comparisons, but I didn't anticipate **SAVING 50% MORE** than we calculated. ”

– SUPERINTENDENT, GEORGIA WRF



Premier Magnesia, LLC is a global market leader in magnesia-based products and solutions.

THIOGUARD® TST

EFFECTIVE, ENVIRONMENTALLY SAFE TOTAL SYSTEM TREATMENT FOR MUNICIPAL WASTEWATER



NEWSLETTER ARCHIVE

Online Archive of the
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RESOURCES

Website links and information
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THIOGUARD® TST is a non-hazardous
application with no required
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THIOGUARD.COM
1.800.227.4287

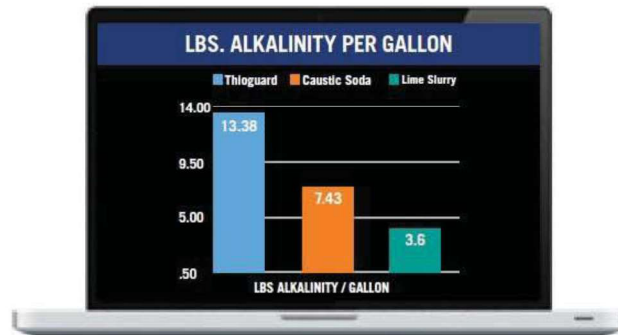


**OWNED, MINED
AND PRODUCED
IN THE USA**

© PREMIER MAGNESIA | ISO 9002:1994

SUPERIOR

TO LIME SLURRY & CAUSTIC SODA



**ONE OF THE MOST COMMONLY ASKED QUESTIONS IS:
"IF I'M USING X GALLONS OF LIME SLURRY OR CAUSTIC SODA,
HOW MUCH THIOGUARD® DO I NEED?"**

SOUNDS LIKE A SIMPLE QUESTION, RIGHT?

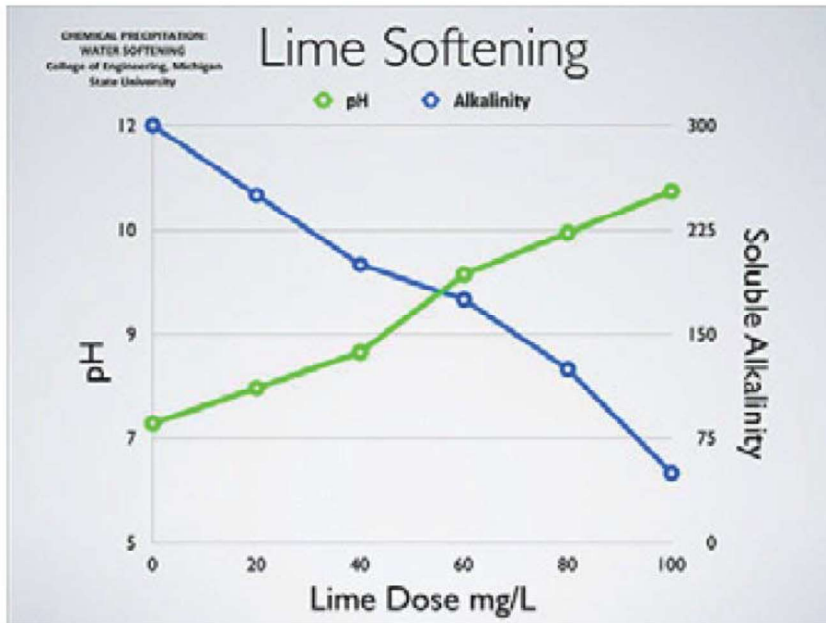
On the surface, it's easy to do the theoretical calculations and provide exact alkaline equivalents. However, field and trial experience tells us something different. The amount of high grade **THIOGUARD®** - magnesium hydroxide required to achieve equivalent buffering/performance benefits in the biological reactors tends to be much lower than the calculations would suggest. Why?

Often overlooked are some of the side impacts of lime use, such as softening and pH spikes, and confusion about what standard total alkalinity tests are telling us. An easy way to find out the extent of softening that is taking place in your facility, is to filter your sample with a 0.45 micron filter before titration. This will remove the insoluble CaCO_3 particles that are not "biologically available." Another significant, yet overlooked impact is the EPA documented sludge production typically associated with lime.

EPA – wastewater technology fact sheet – chemical precipitation: "the addition of treatment chemicals, especially lime, may increase volume of waste sludge up to 50%."



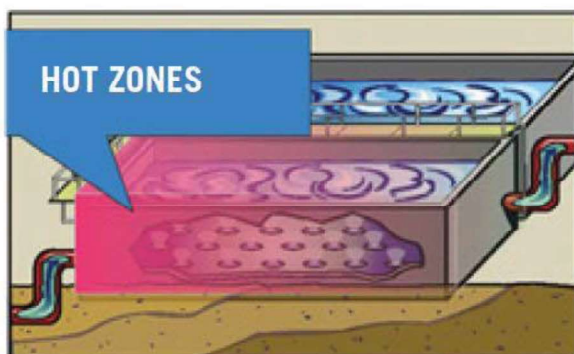
Premier Magnesia, LLC is a global market leader in magnesia-based products and solutions.



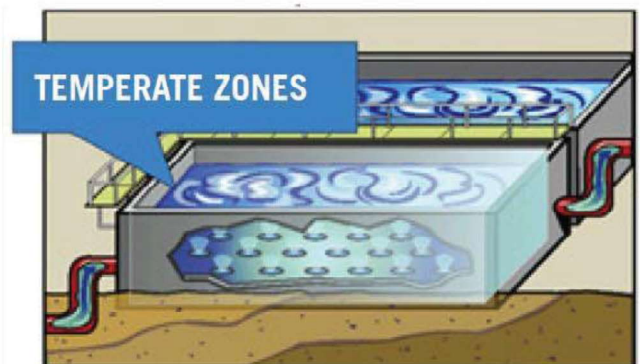
LIME SOFTENING

Lime is commonly used in potable water to "soften," or remove hardness minerals, such as calcium and magnesium from drinking water, in an effort to minimize the effects of potential scaling in the water distribution system. However, in the softening process, calcium and magnesium are removed from water in the form of calcium carbonate (CaCO_3) and magnesium carbonate (MgCO_3) which are also forms of alkalinity. Removing hardness from water also removes alkalinity.

In wastewater, lime is often considered as an alkalinity supplement. However, the effects of lime softening can have undesirable consequences to the biological system, e.g., removal of alkalinity, creation of CaCO_3 sludge, and the potential for bio-upsetting pH spikes.



"Hot Zones" in aerated processes, created by manually-controlled, highly soluble hydroxides like caustic soda and lime can lead to biological upset and carbonate formation.

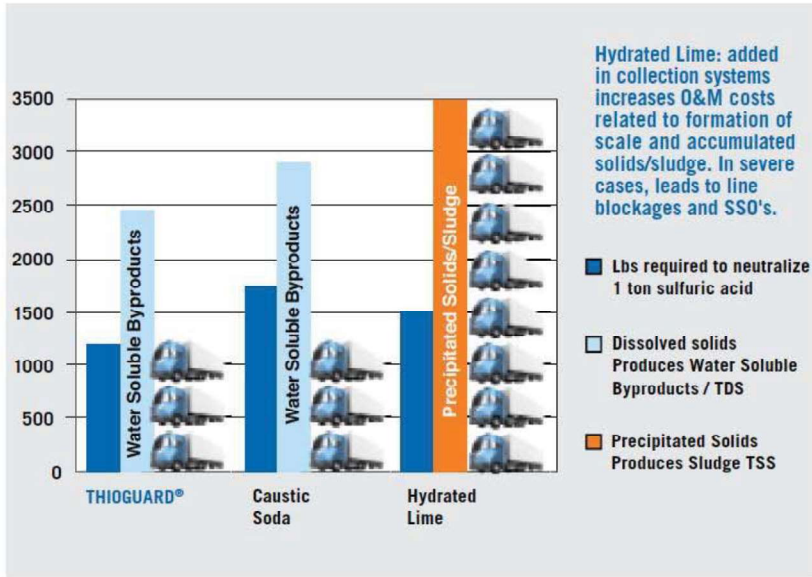


"Hot Zones" can be tempered by utilizing less soluble, but still highly reactive THIIOGUARD® - magnesium hydroxide.

The simple fact: THIIOGUARD® and lime slurry have different physical and chemical properties that affect how each responds to and reacts with the systems to which they are added. And because of these differences in properties, the impacts they impart and the utility for their use are starkly different.

THIOGUARD® TST

EFFECTIVE, ENVIRONMENTALLY SAFE TOTAL SYSTEM TREATMENT FOR MUNICIPAL WASTEWATER



DID YOU KNOW...

- Because of the high solubility of both caustic soda and lime, pH often becomes biologically prohibitive before ideal alkalinity levels and process stability can be reached.
- The use of lime in, or prior to, primary treatment can actually reduce alkalinity going into the secondary treatment processes by precipitating CaCO_3 in the primary clarifiers.
- Lime produces calcium carbonate in wastewater which acts as a coagulant for hardness and particulate matter.
- Lime is an effective phosphate removal agent, but results in a large sludge volume and the addition of treatment chemicals, especially lime, may increase the volume of waste sludge up to 50 percent.

HYDRATED LIME ADDED IN COLLECTION SYSTEMS INCREASES O&M COSTS RELATED TO FORMATION OF SCALE AND ACCUMULATED SOLIDS/SLUDGE. IN SEVERE CASES THIS LEADS TO LINE BLOCKAGES AND SSO'S

The use of lime generates significant amounts of sludge in wastewater collection systems and treatment plants. On a chemical basis, one ton of lime can generate as much as 5 tons of 20% sludge cake to remove or dispose. In contrast, **THIOGUARD®** reactions in wastewater produce only water and water-soluble products as TDS with NO added sludge. In fact, customers using **THIOGUARD®** have reported reductions of 15%-25% in total solids/sludge produced, due to a combination of improved biological performance, divalent cation bridging of floc matrix, and reduced inorganic solids loading.

WHEN COMPARED TO CAUSTIC SODA OR LIME SLURRY, THIOGUARD® IS SUPERIOR:

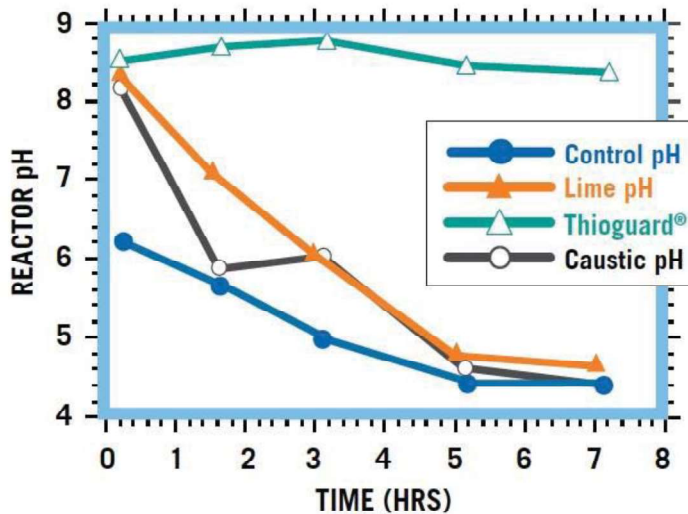
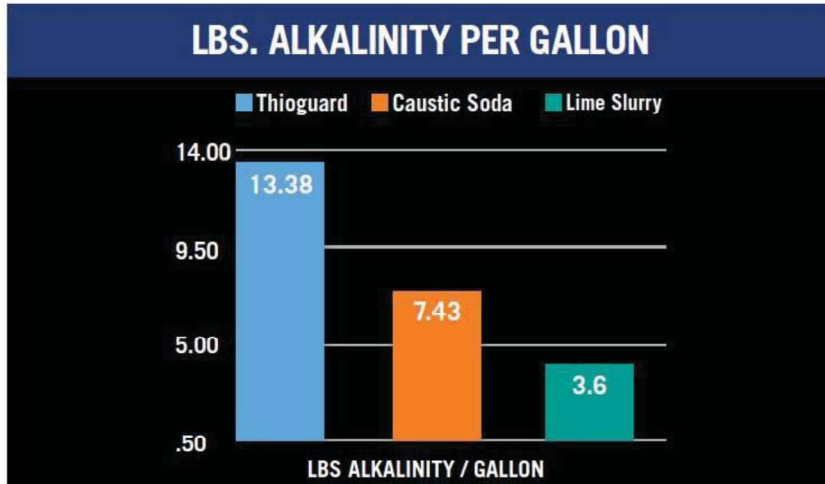
Most wastewater treatment plant operators understand that their wastewater treatment plants function best at some ideal pH and that a minimum amount of alkalinity is required to keep microorganisms happy. But too often, the values of pH and alkalinity are incorrectly used interchangeably, and a thorough understanding of each parameter's true relationship to biological stability and optimal performance – gets lost in the translation.

Most often this error in terminology stems from the use of the most common alkaline pH modifiers and alkalinity supplements, caustic soda and lime, where their use may successfully meet pH demands, but will likely fall short in supplying adequate alkalinity requirements without adversely elevating pH beyond biologically healthy limits. And often, maintaining pH stability and uniformity across entire treatment basins remains a virtual impossibility.

<http://thioguard.com>

THIOGUARD® TST

EFFECTIVE, ENVIRONMENTALLY SAFE TOTAL SYSTEM TREATMENT FOR MUNICIPAL WASTEWATER



Reactor systems treated to an initial pH of 8.5 using **THIOGUARD®**, caustic soda and lime. Equivalent amounts of acid added to each over time.

Compared to caustic soda or lime, **THIOGUARD®** is capable of supplying significantly more alkalinity in a bio-available form to a microbial wastewater system without adversely affecting pH. This creates a more suitable environment for bioremediation of BOD and nutrients like nitrogen and phosphorus. Moreover, because magnesium supplies a light-weight, divalent cation, unlike the monovalent sodium in caustic, and heavier calcium in lime, **THIOGUARD®** helps to generate a denser, more easily dewatered sludge, with a higher percentage of cake solids.

DID YOU KNOW...

- It takes 100+ mg/L of **THIOGUARD®** to raise a water sample to pH 8.8.
- This same 100 mg/L of **THIOGUARD®** has the same neutralizing power as 138 mg/L of caustic soda and 135 mg/L of lime and would be the equivalent of, though significantly more reactive than, adding 172 mg/L calcium carbonate alkalinity on a CaCO_3 basis, assuming 100% bicarbonate conversion.

NOW THAT'S POWER!

Scott, Naila J

From: Scott, Naila J
Sent: Tuesday, March 02, 2021 2:09 PM
To: Scott, Naila J
Subject: FW: HIGH Premier Magnesia Follow Up

2021

Obstacles are what you see when you
 take your eyes off the goal – Vince Lombardi



Naila J. Scott, CFCM, CPPB
 Contracts Administrator
 Department of Procurement and Contracts
 1800 Main Street, Columbia, SC 29201
 Office: 803-545-3278
 City Cell: (803) 542-8544
 or (202) 441-0182
naila.scott@columbiasc.gov
www.columbiasc.gov

From: Marsh, Elizabeth C (Beth)
Sent: Thursday, February 11, 2021 4:35 PM
To: Scott, Naila J <Naila.Scott@columbiasc.gov>; Higgins, Anita S <Anita.Higgins@columbiasc.gov>; Brown, Kimberly S <Kimberly.Brown@columbiasc.gov>; Lizewski, Shannon S <Shannon.Lizewski@columbiasc.gov>
Cc: Scott, Debbie L <Debbie.Scott@columbiasc.gov>; Watford, Lucas T (Trent) <Lucas.Watford@columbiasc.gov>
Subject: RE: HIGH Premier Magnesia Follow Up

Hi!

Let me know if you still have questions after reviewing the calculations below.

\$673,095.52 Amendment #1

(53,847.67) Taxes
 \$619,247.88
(10,800.00) Feeder rental \$900 per feeder per month- 2 feeders)
 \$608,447.88 Chemical amount only
 /4.5 2/15-6/30
 \$135,210.65 Estimated amount spent per month
 /2.72 price per gallon
 49,709.79- Gallons per month

Thanks!
 Beth

CONTRACT

City of Columbia, South Carolina

CP007001-02

Park Street Streetscape

BID025-20-21-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **AOS Specialty Contractors, Inc.**, with legal address and principal place of business at **1224 Two Notch Road, Lexington, SC 29073**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by **Chao and Associates, Inc.**

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **two hundred seventy (270)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to the completion of all construction on this project. 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 on the Contractor's Bid Form attached to this Contract which establishes the contract value shall not exceed **Nine Hundred Forty-Seven Thousand Two Hundred Four Dollars and Six Cents (\$947,204.06)** unless written approval is authorized by the City. The maximum potential value of the contract includes a contingency allowance in the amount of **One Hundred Twenty-Three Thousand Five Hundred Forty-Eight Dollars and Thirty-Six Cents (\$123,548.36)**. This contingency amount will be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

City of Columbia, SC
8/06/2020

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones). They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Three Hundred Fifty Dollars and Zero Cents (\$350.00)** per day for each calendar day of delay until the Work is complete as determined for both periods of substantial completion and final completion.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specifications for Roadway Improvements", Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Project Manual.

9.2.8 Permits

9.2.9 Drawings, numbered C0.0 through C5.0, inclusive and dated 10/30/2020.

9.2.10 Addenda numbered 1 to 2, inclusive.

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

ARTICLE 10. TERMINATION

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct

costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Attachment: Contract approved by Legal (6607 : Park Street Streetscape)

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

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

Date: _____

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

APPROVED AS TO FORM

[Signature]

Legal Department City of Columbia, SC

Attachment: Contract approved by Legal (6607 : Park Street Streetscape)

Event Number	BID025-20-21-LAG Addendum 2	Organization	City of Columbia, SC
Event Title	Park Street Streetscape (CP007001-02)	Workgroup	Purchasing
Event Description	All City of Columbia Procurement Contracts	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	3/5/2021 05:39:46 PM (ET)	Phone	
Close Date	3/30/2021 10:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
AOS Specialty Contractors, Inc.	Lexington	SC	3/30/2021 09:54:54 AM (ET)	1	\$823,655.70

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

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 #	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)
Sinclair Custom Metal, LLC		Railings, misc metals	\$81,525.00	9.90 %		
Chason Landscaping, LLC		Landscaping & irrigation	\$23,459.00	2.85 %	Richland County SBE	
In-Line Paving, LLC		Asphalt paving	\$15,840.00	1.92 %		
Carolina Tap & Bore, Inc		Water & Sewer	\$50,000.00	6.07 %		
				%		
				%		

Attachment: Revised BIR Form (6607 : Park Street Streetscape)

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 170,824.00

TOTAL CONTRACT AMOUNT: \$ 823,655.70

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

Business Name: AOS Specialty Contractors, Inc.

Representative Name/Title: Jane Plante, Vice President

Date: March 30, 2021

Contract

City of Columbia, South Carolina

WM3081

Water Main Construction along Normandy Rd., Castle Rd., Hillmark Dr. and Sedgefield Rd.

BID019-20-21-CE MPP

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Stutts & Williams, LLC** with legal address and principal place of business at **P.O. Box 2046, Lexington, SC 29071**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred eighty (180)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **One Million Twenty-Three Thousand Six Hundred Forty-Six Dollars and Zero Cents (\$1,023,646.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials, and Construction", all of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Mentor Protégé Program Policy.

9.2.9 Mentor Protégé Program Implementation Plan.

9.2.10 Addenda numbers 1 to 2, inclusive.

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

ARTICLE 10. TERMINATION

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Space Intentionally Left Blank

Contractor
Stutts & Williams, LLC

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner
City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

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

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Hammond, Erika

From: Culclasure, Susan
Sent: Tuesday, January 26, 2021 9:56 AM
To: Ellis, Ciera D
Subject: RE: BID019-20-21-CE Water Main Construction along Normandy Rd., Castle Rd., Hillmark Dr. and Sedgewick Rd. (WM3081) - MPP Project - Bid Analysis/PM Recommendation
Attachments: Rhett Culclasure.vcf

The apparent low bidder is Stutts & Williams, LLC. The total contract amount should be \$1,228,375.20 which is the low bid of \$1,023,646.00 with a 20% contingency of \$204,729.20.



From: Ellis, Ciera D
Sent: Monday, January 25, 2021 1:59 PM
To: Culclasure, Susan <Susan.Culclasure@columbiasc.gov>
Subject: RE: BID019-20-21-CE Water Main Construction along Normandy Rd., Castle Rd., Hillmark Dr. and Sedgewick Rd. (WM3081) - MPP Project - Bid Analysis/PM Recommendation

Hi Rhett,

Nice speaking with you earlier today. In regards to a letter of recommendation for this project, please review the Bid Analysis provided and include the contractor's base amount, contingency and total amount that you are recommending to do the work for BID019-20-21-CE. Once its submitted, we (Procurement and Contracts) will use your recommendation to submit for Council Agenda's Approval.

Thank you,
 Ciera

From: Ellis, Ciera D
Sent: Friday, January 22, 2021 10:28 AM
To: Culclasure, Susan <Susan.Culclasure@columbiasc.gov>
Subject: BID019-20-21-CE Water Main Construction along Normandy Rd., Castle Rd., Hillmark Dr. and Sedgewick Rd. (WM3081) - MPP Project - Bid Analysis/PM Recommendation

Good Morning Rhett,

Hope all is well. I have attached the Bid Analysis for the above mentioned project. You will see a yellow highlighted row (Item #7) for Stutts & Williams, LLC and this represents the miscalculation that has been corrected from the original bid form submitted by the Contractor.

Attachment: PM Recommendation (6541 : Water Main Construction Along Normandy Rd., Castle Rd., Hillmark Dr. and Sedgewick Rd.)

Once reviewed, please let me know your recommendation. It would be greatly appreciated.

Thank you,
Ciera



Ciera Ellis
Contract Specialist I
Procurement and Contracts Department
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3476
ciera.ellis@columbiasc.gov



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Program Compliance Administrator
Latonya Germany, Program Compliance Specialist

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

DATE: January 22, 2021

SUBJECT: BID019-20-21-CE Water Main Construction along Normandy Rd., Castle Rd., Hillmark Dr. and Sedgewick Rd. (WM3081) - MPP Project

Bids for this project were opened publicly at 11:00 A.M., January 19, 2021.

Bids submitted for the referenced project were in participation with the Mentor Protégé Program (MPP). The apparent *responsive* low bidder is Stutts & Williams, LLC of Lexington, SC at \$1,023,646.00.

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

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

Thank You.

Review Approved: *Latonya Germany*
Juliet Nelly, Compliance Administrator
Latonya Germany, Compliance Specialist

DATE: March 2, 2021

Attachment: Compliance Memo (6541 : Water Main Construction Along Normandy Rd., Castle Rd., Hillmark Dr. and Sedgewick Rd.)



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 01/18/2021 Project Number: WM3081
Mentor: Stutts & Williams, LLC Project Name: WM along Normandy Rd., ...
Protégé: RCG Construction Duration of the Project: 180 days
Project Contract Amount: \$1,023,646.00 Protégé Amount: \$204,750.00

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

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

If successful, this will be our first project together with our new MPP team. We will create a schedule, define scopes of work for each, review material procurement, and schedule project execution.

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? *Address general goals here and specific goals in question 9.*

The mentor will be reviewing schedule and execution weekly with protege. Being the first project, we aim to be on schedule and within budget.

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

The protege will perform a majority of the scope of work for this project. Since the project is on the smaller side and the first one as an MPP team, this will allow the protege to learn City processes, performing this type of work, and working in these types of conditions.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

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

Mentor:

One crew and associated equipment, material procurement, P&P bonds

Protégé:

One crew and associated equipment, material procurement

Subcontractors:

Special Arrangements:

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

Mentor will perform live taps and assist with project execution.

b. Description of Protégé's responsibilities on project:

Protege will install the water main and services and restore these construction areas.

c. Description of responsibilities that will be completed as a team:

The team will coordinate traffic control, cutting and capping, and asphalt and concrete replacement as a team.

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

The whole project is only scheduled for two months.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

The protege will perform the majority of the work with the input from the mentor. This will allow the protege to gain experience working with the City on a water line replacement project and gain an understanding of the City's expectations.

8. What are the team's specific, quantitative goals and milestones for the current project?

Since this is our first project as a team, we intend to keep the goals simple and to make sure we're on schedule and within budget.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

Mentor and protege will be onsite at least weekly if not more often as issues may arise.

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

Mentor will pay Protege based on monthly pay applications. Payment will be made within 15 days of pay app request.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$204,750.00

Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Stutts & Williams, LLC (Mentor Firm) this 18th day of January 2021.
Corporate SEAL

By: [Signature]
Title: Owner

ATTEST:
By: [Signature]
Title: Office Manager

EXECUTED by RCG Construction, LLC (Protégé Firm) this 18 day of January, 2021
Corporate SEAL
By: [Signature] Brittney Keisler
Title: President

ATTEST:
By: [Signature] Wyman Keisler III
Title: Vice President

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance on this 2
day of March, 2021.

By: [Signature]
Title: Program Compliance Specialist

**BID019-20-21-CE Water Main Construction along Normandy Rd., Castle Rd., Hillmark Dr. and
Sedgefield Rd. (WM3081) – MPP Project**

Page 35 of 62

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 #	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)
Ferguson Waterworks		water line material	\$284,000-	27.7 %		
Knights Companies		flowable fill/concrete	\$56,000-	5.5 %		
RCA Construction	VO16755	water line installation	\$204,750-	20.0 %	CDBE	FB
In-line Paving		asphalt paving	\$11,550-	1.1 %	SBE	
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 556,300.00

TOTAL CONTRACT AMOUNT: \$ 1,023,646.00

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

Business Name: Stutts & Williams, LLC

Representative Name/Title: Joey Williams / Owner

Date: 01/19/21

Event Number	BID019-20-21-CE Addendum 2	Organization	City of Columbia, SC
Event Title	Water Main Construction along Normandy	Workgroup	Purchasing
Event Description	A non-mandatory but highly recommended	Event Owner	Ciera Ellis
Event Type	IFBs	Email	ciera.ellis@columbiasc.gov
Issue Date	12/30/2020 04:31:51 PM (ET)	Phone	(803) 545-3476
Close Date	1/19/2021 11:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Stutts & Williams, LLC	Lexington	SC	1/19/2021 10:35:00 AM (ET)	1	\$1,023,646.00
LAD Construction, LLC	Swansea	SC	1/19/2021 10:27:05 AM (ET)	1	\$1,099,470.00
Lake Murray Utility Company, Inc	Chapin	SC	1/19/2021 10:34:54 AM (ET)	1	\$1,138,315.00
G H Smith Construction, Inc	Columbia	SC	1/19/2021 09:57:34 AM (ET)	1	\$1,187,219.00
Carolina Tap & Bore, Inc.	West Columbia	SC	1/18/2021 05:25:47 PM (ET)	0	\$1,570,340.00
Shady Grove Construction, LLC	Irmo	SC	1/19/2021 10:06:12 AM (ET)	1	\$1,700,690.00

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

CONTRACT

City of Columbia, South Carolina

SS6786 (CDBE)

Sanitary Sewer Manhole Rehabilitation

BID004-20-21-I.AG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Vortex Services, LLC**, with legal address and principal place of business at **17 AD Asbury Road, Greenville, SC 29605**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

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

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Two Million One Hundred Five Thousand Seven Hundred Twenty-Five Dollars and Zero Cents (\$2,105,725.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

City of Columbia, SC
8/06/2020

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 18 "Specifications Roadway Improvements, Materials and Construction" and Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Location Map.

9.2.8 Project Specifications.

9.2.9 Project Manual.

9.2.10 Addenda numbers 1 to 3, inclusive.

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

9.2.12 The Columbia Disadvantaged Business Enterprise (CDBE) Program Policy.

ARTICLE 10. TERMINATION

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

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

Date: _____

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

APPROVED AS TO FORM

[Signature]

Legal Department City of Columbia, SC

Event Number	BID004-20-21-LAG Addendum 3	Organization	City of Columbia, SC
Event Title	Sanitary Sewer Manhole Rehabilitation SS6	Workgroup	Purchasing
Event Description	All City of Columbia Procurement Contracts	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	9/24/2020 10:42:07 AM (ET)	Phone	
Close Date	10/29/2020 10:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Prism Contractors & Engineers,	Williamsburg	VA	10/28/2020 05:43:38 PM (ET)	1	\$2,066,500.00
Vortex Services, LLC.	Greenville	SC	10/29/2020 09:57:31 AM (ET)	1	\$2,105,725.00
mcclam & associates inc	little mountain	SC	10/29/2020 09:57:36 AM (ET)	1	\$2,238,891.00

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

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 #	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)
CCF	N/A	Dig Work	\$357,973.2 5	17 %	N/A	N/A
"Florence Ogburu Enterprises llc./DBA FNO Construction & Associates"	V014095	Dig Work	\$526,431.2 5	25 %	DBE, MBE	BM
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 884,404.50

TOTAL CONTRACT AMOUNT: \$ 2,105,725.00

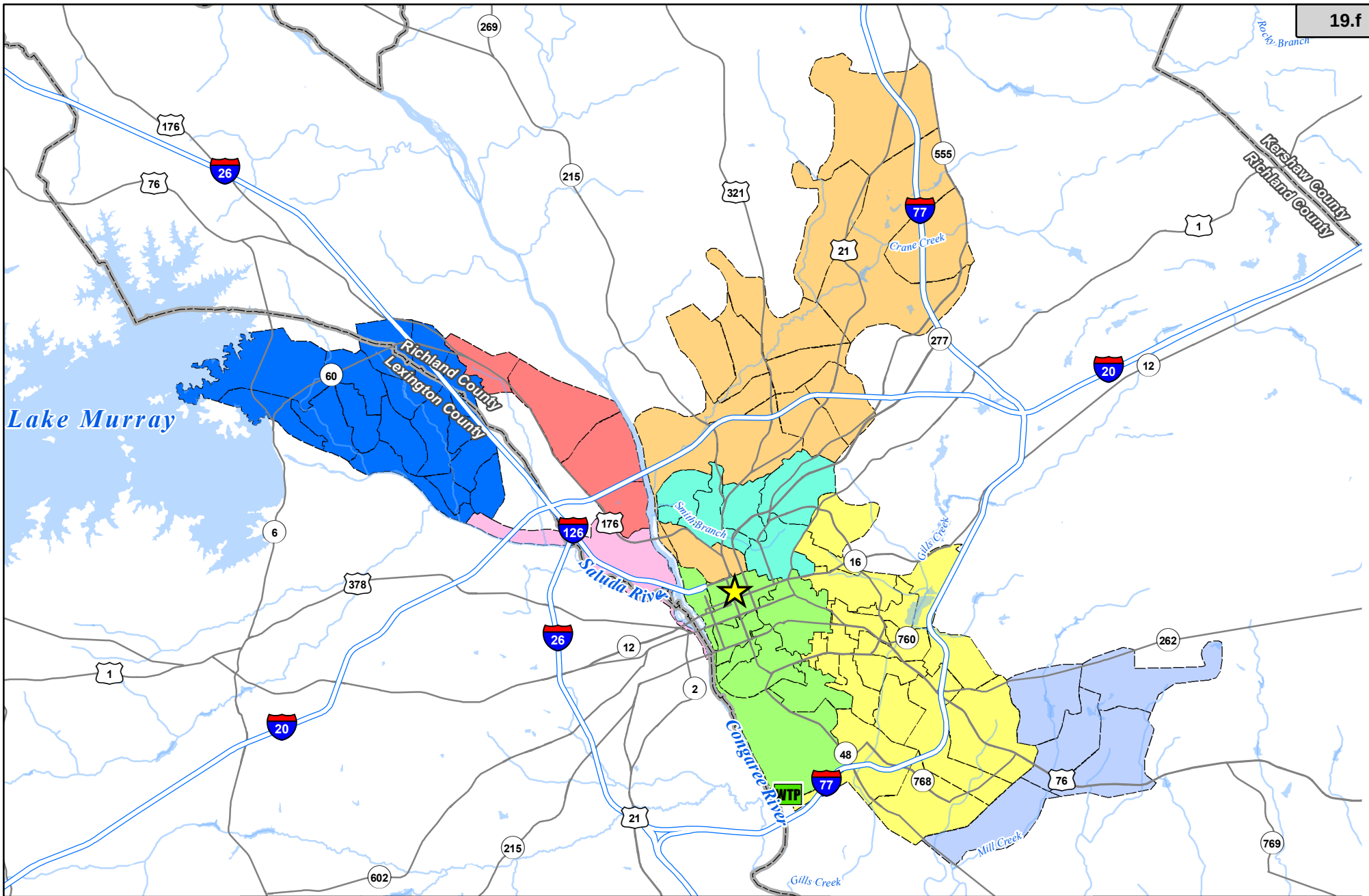
I certify this information is true, correct, complete and active.

Business Name: Vortex Services, LLC.

Representative Name/Title: 

Date: 10/28/2020

Attachment: Vortex Services BIR Form (6515 : Sanitary Sewer Manhole Rehabilitation)



Attachment: Location Map (6515 : Sanitary Sewer Manhole Rehabilitation)

Clean Water 2020
Columbia's Clear Vision for Clean Water



We Are Columbia



City Hall



Metro WWTP



Broad River



Crane Creek



Gills Creek



Mill Creek



Rocky Branch



Saluda River



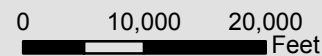
Smith Branch



West Columbia



1 inch = 3 miles



SS6786 Manhole Rehabilitation City of Columbia SS Service Area



PO Box 147 | Columbia, SC 29217 | (803) 545-3300

To: Steven Benjamin, Mayor
City Council
Teresa Wilson, City Manager

Date: April 13, 2021

From:  Clint E. Shealy, Assistant City Manager

Re: Columbia City Council Agenda – April 20, 2021
Advanced Metering Infrastructure (AMI) Project – Amendment #4

Columbia City Council will be considering an amendment to the Advanced Metering Infrastructure (AMI) Project during the April 20, 2021 meeting. The following background information and explanation is provided to assist with review and consideration of this item.

Summary and Background Information

The project team has completed approximately two thirds of the new meter installations, having upgraded over 106,000 of 150,000 water meters. There have been a few issues with installations and billing, but having touched so many of our meters to date, the number of complaints has been relatively low. In general, our contractor is doing a good job and the City team, led by Jason Shaw, is quite pleased with the progress.

The original contract price was \$37.6 M, and we amended the contract fairly early on to add a 10% contingency and the sales tax, each of which were omitted in error. The revised and current contract amount is \$44.7 M. We have executed two other amendments to utilize project contingency funds to adjust for additional meter box replacements and residential dual check backflow prevention devices above what were originally anticipated. We were hopeful that once we advanced the installations to “newer” sections of our system, that the need for the additional backflow prevention devices would not be so great. As we have progressed, we have found that this is not the case. We are encountering significantly more meters without these devices, which is creating a need to purchase more backflow prevention devices and modify or replace more meter boxes, along with the additional labor required for installation. In order to accomplish the intended scope of the project, the team is requesting an amendment for an additional \$4.42 M, as itemed below:

ColumbiaSCWater.Net



Advanced Metering Infrastructure (AMI) Project – Amendment #4

- \$1.6M for additional installation labor
- \$1.9M for additional backflow prevention devices
- \$0.36M for additional meter box replacements
- \$0.25M for meter box conversions
- \$0.31M for miscellaneous parts and labor

With execution of this amendment, the total contract value will be increased to approximately \$49.1 M.

Alternatives

Our staff has been able to find the additional funding within our limited CIP to complete this amendment and keep the project moving to completion. However, I asked the team to develop some alternatives so we would have options to discuss that would allow us to minimize the additional costs. These are presented below:

- Stop installing backflow prevention devices moving forward – This alternative would save quite a bit of money, is not a regulatory requirement and would not adversely impact the functionality of the AMI project. Staff does not recommend this alternative, as placing residential dual checks at all meters is an industry “best practice” and protects all of our customers from potentially harmful backflow. In the interest of public health, we believe that completing the installation of these devices is the right thing to do.
- Cease funding contractor work for difficult installations (roots, plumbing issues, etc.) – This alternative would reduce the amount of the amendment, but would leave approximately 1000 difficult AMI upgrades for City staff to complete. With our current staffing challenges, these installations would either be delayed significantly or we would have to pull staff off of water leak repairs.
- Reduce the number of residential meters in the contractor’s scope – We could essentially eliminate the additional cost if we pulled roughly 12,000 residential water meters from the contract and installed these with City staff. This would extend the full AMI implementation to at least another five years and would be difficult with our current staffing challenges.
- Remove large meters (6-inch and 8-inch) from the contractor’s scope – We could eliminate the additional cost by removing the large meters from the scope. These meters serve high volume users, and getting them upgraded as quickly as possible is important to supporting our revenue increase assumptions for the project’s business case. Utilizing City staff to perform this work will create significant challenges and delays for implementation.

Obviously, each of these alternatives has a significant downside. Hence, the staff recommendation is to proceed with the contractor installation and the proposed amendment.

Advanced Metering Infrastructure (AMI) Project – Amendment #4

For context, the original project cost estimate by our consultant, Jacobs, was \$51.5 M (including sales tax), and we will still remain within this estimate. The business case and return on investment was calculated with this estimated cost, so the project will remain an excellent investment of our capital funds. Thank you for your consideration and please let me know if you have any questions.

Cc: Joey Jaco
 Frank Eskridge
 Jason Shaw

Attachment: Amendment #4 Council Briefing Memo_041321 (6572 : Badger Meter, Incorporated Advanced Metering Infrastructure (AMI))

Contract Amendment #4
 WM4354 Advanced Metering Infrastructure (AMI)
 RFP-001-18-19-ECM
 Badger Meter, Inc.
 March 17, 2021

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Badger Meter, Inc. (Engineer) dated February 25, 2019 (Agreement) to increase funding for labor, service, and materials for the replacement of water meters; including the utilization of the remaining contingency. The justification for the Amendment and an updated *Business Information Record for Subcontractors* are attached hereto.

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 AMENDMENT #4

This Amendment #4 (Cost Increase; Purchase Order# P176526)	\$4,421,045.25
This Amendment #4 (Utilization of Contingency; Purchase Order# P176526)	\$4,659.69
Current Amendment Request:	\$4,425,704.94

OVERVIEW OF CONTRACT

Original Contract Price for Meters & Installation (Award - Initial Capital Cost; Purchase Order# P176526):	\$37,684,317.65
Contract for O&M Years 1 -3; BEACON AMA Managed Solution General Agreement (Award; Purchase Order# P176993)	\$1,089,935.00
Amendment 1: (Cost Increase for Taxes \$2,400.00000) & Contingency (\$3,500,000.00); Purchase Order# P176526)	\$5,900,000.00
Amendment 2: (No Cost – Reallocation of Funding for Labor \$26,284,299.70, Equipment/Materials \$10,055,017.95 and Services \$1,345,000.00; Purchase Order# P176526)	\$00.00
Current Contract Amount:	\$44,674,252.65
This Amendment #4 (Cost Increase for Labor \$3,168,126.40, Equipment/Materials \$1,160,624.54, and Service \$92,294.31; Purchase Order# P176526)	\$4,421,045.25
Current Contract Amount:	\$49,095,297.90

UTILIZATION OF CONTINGENCY

Contingency Award (Amendment 1; Purchase Order# P176526):	\$3,500,000.00
Amendment 3 (Decrease Contingency for Labor \$1,674,548.50, Materials & Services \$1,575,955.81, and Services \$244,836.00; Purchase Order# P176526):	-\$3,495,340.31
Current Contingency Amount:	\$4,659.69
This Amendment #4 (Utilization of Contingency for Services \$4,659.69; Purchase Order# P176526)	-\$4,659.69
Current Contingency Amount:	\$00.00

This Change is Acceptable:

Name of Firm

Badger Meter Inc.

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

 Print Name

 Signature

 Signature

 Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC

3/21/2021

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WM4354 Advanced Metering Infrastructure (AMI)
Justification for Contract Amendment #4

20.b

The purpose of this Amendment is to update contract line item prices, add quantities to lines in need, and to reduce quantities that are no longer needed.

The team has recognized the need for an additional \$4,425,704.94 of various Materials, Services, and Labor Items. A total of \$4,659.69 of the Contingency fund will be consumed per Amendment #4, this will exhaust the Contingency budget. This means an additional \$4,421,045.25 is required to fund the proposed changes

A total of \$1,160,624.54 Materials is being added, this brings the project Material total to \$29,020,880.05. 8% of the material total yields a projected consumption of \$2,321,670.40 in taxes which is under the \$2.4M Tax budget and will be paid out of the *Purchase Order* line item for taxes.

A total of \$96,954.00 in Services is being added. This will bring the project Service total to \$1,686,790.00 and allow the project to continue on track for completion March 2022.

The overall installation labor will be increasing from \$11,729,566.45 (*post Amendment #2*) to \$14,897,692.85. The CDBE goal for Labor on the overall contract value prior to tax will continue to be met at 6.5%, the CDBE total for installation labor will no longer be met and is at 20%.

The chart that follows provides an overview of the CDBE goals as of Amendment #4:

(INTENTIONALLY LEFT BLANK)

Attachment: Badger Meter AMI Amendment #4 (6572 : Badger Meter, Incorporated Advanced Metering Infrastructure (AMI) Amendment #4)

(6% of the overall value and 25% of the meter installation labor)

Original	CDBE Labor	Overall Install Labor	CDBE % on Install Labor
	\$ 2,700,000.00	\$ 10,679,636.15	25.3%
	CDBE Labor	Contract Value before Tax	CDBE Labor on Value before Tax
	\$ 2,700,000.00	\$ 37,684,317.65	7.2%
Amendment 1	CDBE Labor	Overall Install Labor	CDBE % on Install Labor
	\$ 2,700,000.00	\$ 10,679,636.15	25.3%
	CDBE Labor	Contract Value before Tax	CDBE Labor on Value before Tax
	\$ 2,700,000.00	\$ 41,184,317.65	6.6%
Amendment 2	CDBE Labor	Overall Install Labor	CDBE % on Install Labor
	\$ 2,700,000.00	\$ 10,055,017.95	26.9%
	CDBE Labor	Contract Value before Tax	CDBE Labor on Value before Tax
	\$ 2,700,000.00	\$ 41,184,317.65	6.6%
Amendment 3	CDBE Labor	Overall Install Labor	CDBE % on Install Labor
	\$ 2,980,919.26	\$ 11,729,566.45	25.4%
	CDBE Labor	Contract Value before Tax	CDBE Labor on Value before Tax
	\$ 2,980,919.26	\$ 41,184,317.65	7.2%
Amendment 4	CDBE Labor	Overall Install Labor	CDBE % on Install Labor
	\$ 2,980,919.26	\$ 14,897,692.85	20.0%
	CDBE Labor	Contract Value before Tax	CDBE Labor on Value before Tax
	\$ 2,980,919.26	\$ 45,605,362.90	6.5%

Appendix B - Business Information Record for Subcontractors

The Offeror 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 City 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 in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Agreement Installation Service	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is yo Busin CDB Appro ? Yes or
XtraLight Manufacturing, Ltd. 8812 Frey Rd. Houston, TX 77034 DUNS#: 785759721 CAGE#: 5Z3K1	Division Name: Utility Metering Solutions (UMS) 7200 Falls of Neuse Rd. Suite 100 Raleigh, NC 27615 Mr. Joey Mitchell (214) 490-0937	Installation of water meters	\$11,916,773.59	79.99% of the Installation Service	N/A	No
Farmer Construction, LLC. 2727 Schoolhouse Road Columbia, SC 29203 DUNS#: 805568628 CAGE#: 5FED3	Willie Farmer (803) 728-0964	Installation of water meters	\$2,406,868.76	16.16% of the Installation Service	DBE/MBE	Yes
AOS Contractors 1224 Two Notch Road Lexington, SC 29073 DUNS#: 077439198 CAGE#: 09NP8	Mike Sweatt (803) 798-6831	Construction - concrete	\$574,050.50	3.85% of the Installation Service	DBE/WBE	Yes

TOTAL: \$ 14,897,692.85

CDBE Labor	Overall Install Labor	CDBE % on Install Labor	Installation Service over Requirement
\$2,980,919.26	\$ 14,897,692.85	20.0%	25.00%
CDBE Labor	Overall Contract Value Before	Labor on Overall Value Before	Overall Contract Value Requirement
\$2,980,919.26	\$ 45,605,362.90	6.5%	6.00%

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

Business Name: Badger Meter, Inc.

Representative Name / Title: Korrine L. Fleming, Assistant Secretary

Date: March 8, 2021

Form 710

ORDINANCE NO.: 2021-016

Annexing 0.418 acres S/S Mabron Road, Richland County TMS #19206-03-58

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

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2021, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned an interim land use classification of Urban Edge Residential Large Lot (UER-2), interim zoning of Single Family Residential District (RS-1), apportioned to City Council District 4, Census Tract 116.08 and contains 0.418 acre.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 19206-03-58

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2021-016

All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, the same being shown and delineated as Lot 1, Block D on a plat prepared for Metro Dwellings LLC by Morgan Surveys, dated September 22, 2020 and recorded on January 29, 2021 in the Office of the ROD for Richland County in Book 2580, page 3641. Said plat is specifically incorporated herein and reference is craved thereto for a more complete and accurate description of the premises, be all measurements a little more or less.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: February 10, 2021
 RE: **Property Address:** 0.418 acre S/S Mabron Road
Richland County TMS#: 19206-03-58
Owner(s): Fidelis Financial, a Georgia limited liability company
Current Use: Vacant
Proposed Use: Residential
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Single Family Low Density (RS-LD)
Proposed City Zoning: Single Family Residential (RS-1)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 4
Census Tract: 116.08

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

Planning & Development Services staff will see to it that this matter is placed on the **March 1, 2021** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

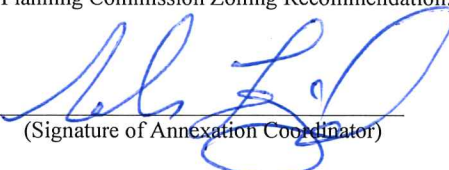
cc:

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

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

Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 7 - 0
 on 3/1/21 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RS-LD (Zoning classification) by 7 - 0
 on 3/1/21 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

Attachment: 2021-016 annex 0.418 acres SS Mabron Road (6528 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP: 0.418 ac

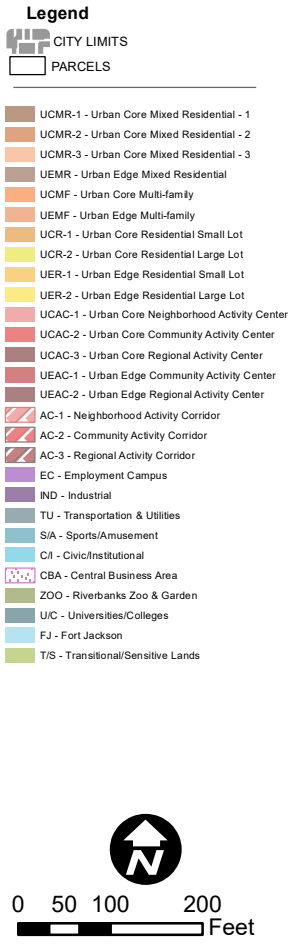


Future Land Use Map

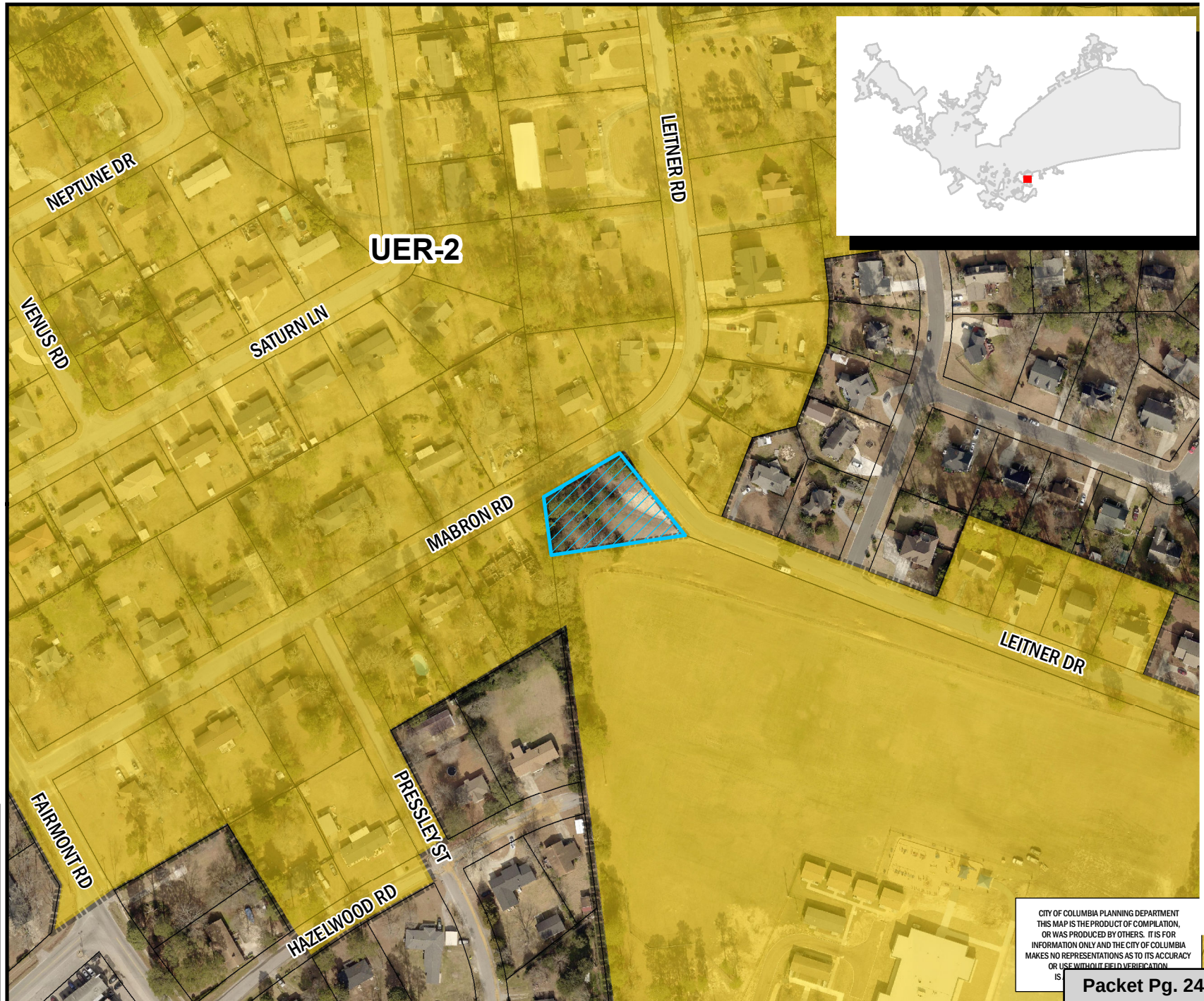
Department of Planning &
Development Services

0.418 acres S/S Mabron Road, TMS# 19206-03-58,
Existing Rich. Co. FLU: Neighborhood (Medium Density), Proposed Interim FLU: UER-2

21.a



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 2/10/2021



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

Packet Pg. 241

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2021-016 annex 0.418 acres SS Mabron Road (6528 : ANNEXATION; COMPREHENSIVE PLAN

Zoning Map

Department of Planning &
Development Services

0.418 acres S/S Mabron Rd., TMS# 19206-03-58; **21.a**
Current Rich. Co. Zoning: RS-LD, Proposed Zoning: RS-1

Legend

PARCELS

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



0 45 90 180
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
February 10, 2021

DISCLAIMER:

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



We Are Columbia



Attachment: 2021-016 annex 0.418 acres SS Mabron Road (6528 : ANNEXATION; COMPREHENSIVE PLAN

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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

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

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

Property Description: All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, the same being shown and delineated as Lot 1, Block D on a plat prepared for Metro Dwellings LLC by Morgan Surveys, dated September 22, 2020 and recorded on January 29, 2021 in the Office of the ROD for Richland County in Book 2580, page 3641. Said plat is specifically incorporated herein and reference is craved thereto for a more complete and accurate description of the premises, be all measurements a little more or less.

Richland County TMS: 19206-03-58

Property Address: 0.418 acre S/S Mabron Road

Fidelis Financial, a Georgia limited liability company

BY: Michael R. Dawson
 (Signature)

Date: 2/8/21

Michael Dawson
 (Print Name)

ITS: President and CEO
 Fidelis Financial LLC

Attachment: 2021-016 annex 0.418 acres SS Mabron Road (5528 : ANNEXATION, COMPREHENSIVE PLAN

Fee: \$25.00 County Tax: \$0.00 State Tax: \$0.00
2021005782 John T. Hopkins II Richland County R.O.D.

20250800

NOTES

- 1) UTILITY EASEMENT LOCATIONS AND WIDTHS ARE UNKNOWN UNLESS OTHERWISE INDICATED. UTILITIES SHOWN ARE FROM ABOVE-GROUND EVIDENCE INCLUDING RECENT PAINTED DELINEATIONS BY OTHERS. EASEMENTS SHOWN ARE FROM THE SUBDIVISION PLAT WITH 'REAR' AND 'SIDE' EASEMENT LOCATIONS SHOWN BASED ON THE BUILDING SETBACK PRESUMED TO BE AT 'FRONT'.
- 2) ACCORDING TO THE REFERENCED F.I.R.M., THE SUBJECT PARCEL LIES IN AN UNSHADED ZONE 'X' FLOOD HAZARD AREA ("AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN").
- 3) CURRENT DEED AND PLAT REFERENCES FOR THIS PARCEL OBTAINED FROM THE RICHLAND COUNTY ASSESSOR ARE INCORRECT AND PERTAIN INSTEAD TO TMS 19206-03-56.

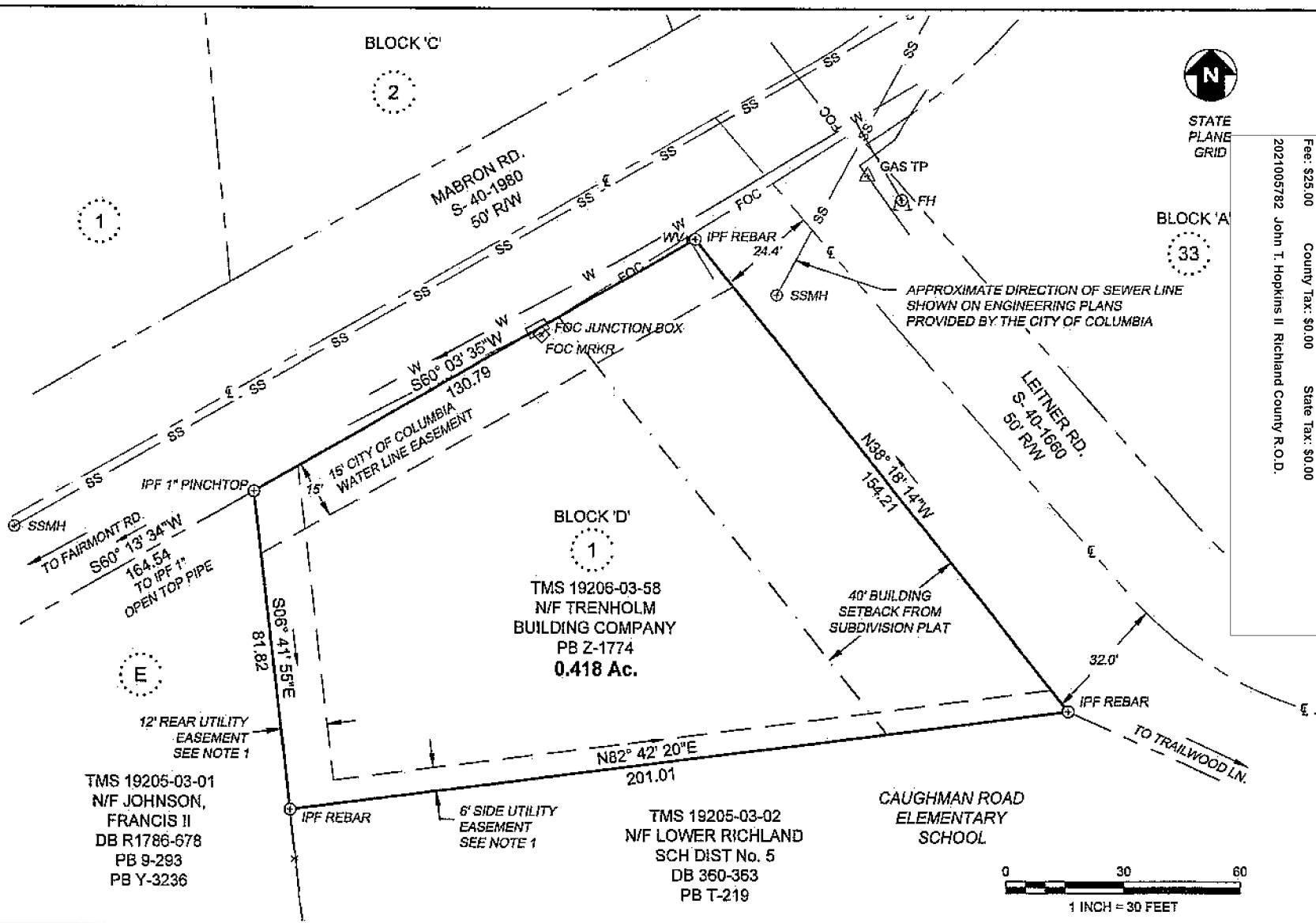
REFERENCES

- 1) "MAP OF CHARLES TOWNE - PHASE II AND A PORTION OF CHARLES TOWNE - PHASE I PREPARED FOR TRENHOLM BUILDING COMPANY" BY B.P. BARBER AND ASSOCIATES, INC., DATED NOV. 21, 1980, LAST REVISED 26 FEBRUARY, 1981, AND RECORDED IN PLAT BOOK Z AT PAGE 1774.
- 2) PLAT FOR LOWER RICHLAND SCHOOL DISTRICT No. 5 BY McMILLAN ENGINEERING COMPANY DATED MAY 19, 1963 AND RECORDED IN PLAT BOOK T AT PAGE 219.
- 3) SCDOT HIGHWAY PLANS FOR LEITNER RD. AND MABRON RD., DOCKET 40.713, SHEET 12 OF 13, DATED 2/9/70, PROVIDED BY SCDOT PLANS ONLINE.
- 4) FEMA FLOOD INSURANCE RATE MAP (F.I.R.M.) MAP No. 45079C0381L, REVISED DECEMBER 21, 2017, PROVIDED BY THE FEMA MAP SERVICE CENTER.

EXEMPTION FROM REVIEW PROCESS

THIS PLAT IS A RESURVEY OF AN EXISTING PARCEL OF RECORD. NO NEW LOTS OR STREETS ARE CREATED BY THIS SURVEY.

Michael F. Morgan
MICHAEL F. MORGAN, SCPLS No. 9061B



morgan surveys
Michael F. Morgan, PLS
2024 Shadowood Ct.
Columbia, SC 29212
803.732.7906
www.michaelfmorgan.com/survey

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.

Michael F. Morgan
MICHAEL F. MORGAN, SCPLS No. 9061B

Michael F. Morgan
9/22/2020

SOUTH CAROLINA
morgan surveys
No. 5848
CERTIFICATE OF AUTHORIZATION

GENERAL PROPERTY SURVEY PREPARED FOR		
METRO DWELLINGS LLC		
IN CHARLESTOWN PHASE II SUBDIVISION, NEAR THE CITY OF COLUMBIA IN RICHLAND COUNTY, SOUTH CAROLINA		
SCALE 1" = 30'	DATE 9/22/2020	DRAWING No. 20141-01



CITY COUNCIL

March 16, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY 0.418 acres S/S Mabron Road; TMS# 19206-03-58

Council District:	4
Proposal:	Request to annex, assign interim land use classification of Urban Edge Residential Large Lot (UER-2) and assign interim zoning of Single Family Residential District (RS-1) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RS-LD by Richland County.
Applicant:	Fidelis Financial, a Georgia LLC
Staff Recommendation:	Approval
PC Recommendation:	03/01/2021; Approval (7-0)
PH, 1 st Reading	03/16/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.418 acres

Current Use: Vacant Land

Proposed Use: Residential

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole - Primary

Current County Land Use Classification: Neighborhood (Medium Density)

Proposed Interim City Land Use Classification: Urban Edge Residential Large Lot (UER-2)

Current County Zoning: Residential Single Family Low Density (RS-LD)

Proposed Interim City Zoning: Single Family Residential District (RS-1)

Census Tract: 116.08

DETERMINATION FOR CITY SERVICES

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

Police

CPD does not have any objection to this annexation. This property is located next to properties already within the City limits. The estimated cost to serve this single family residence would be **approximately \$130 per year**, based on calls to similar nearby properties within the City limits.

Fire

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

Solid Waste

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

Engineering

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

Water Customer Care

A proposed new residence would result in 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 proposed single family residence, the only parcel located within this Primary Donut Hole. The estimated real estate tax revenue generated for the City will be approximately \$560 per year, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

Donut Holes - 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

The proposed future land use for the subject property is Urban Edge Residential Large Lot (UER-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Neighborhood (Medium Density) by Richland County.

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

Primary Types

- Single-family Detached
- *Accessory Dwelling Units

Tertiary Types

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

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-LD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Single Family Residential District (RS-1).

The proposed City of Columbia interim zoning district is Single Family Residential District (RS-1).

Single Family Residential District (RS-1)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends that City Council annex the property, assign interim future land use classification of Urban Edge Residential Large Lot (UER-2), and assign interim zoning of Single Family Residential District (RS-1) at the time of annexation.

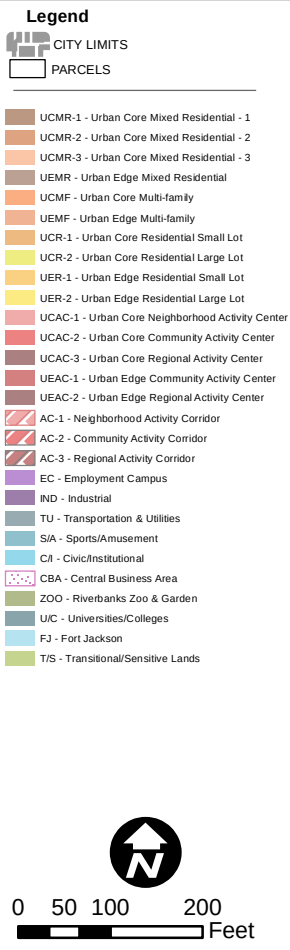


Future Land Use Map

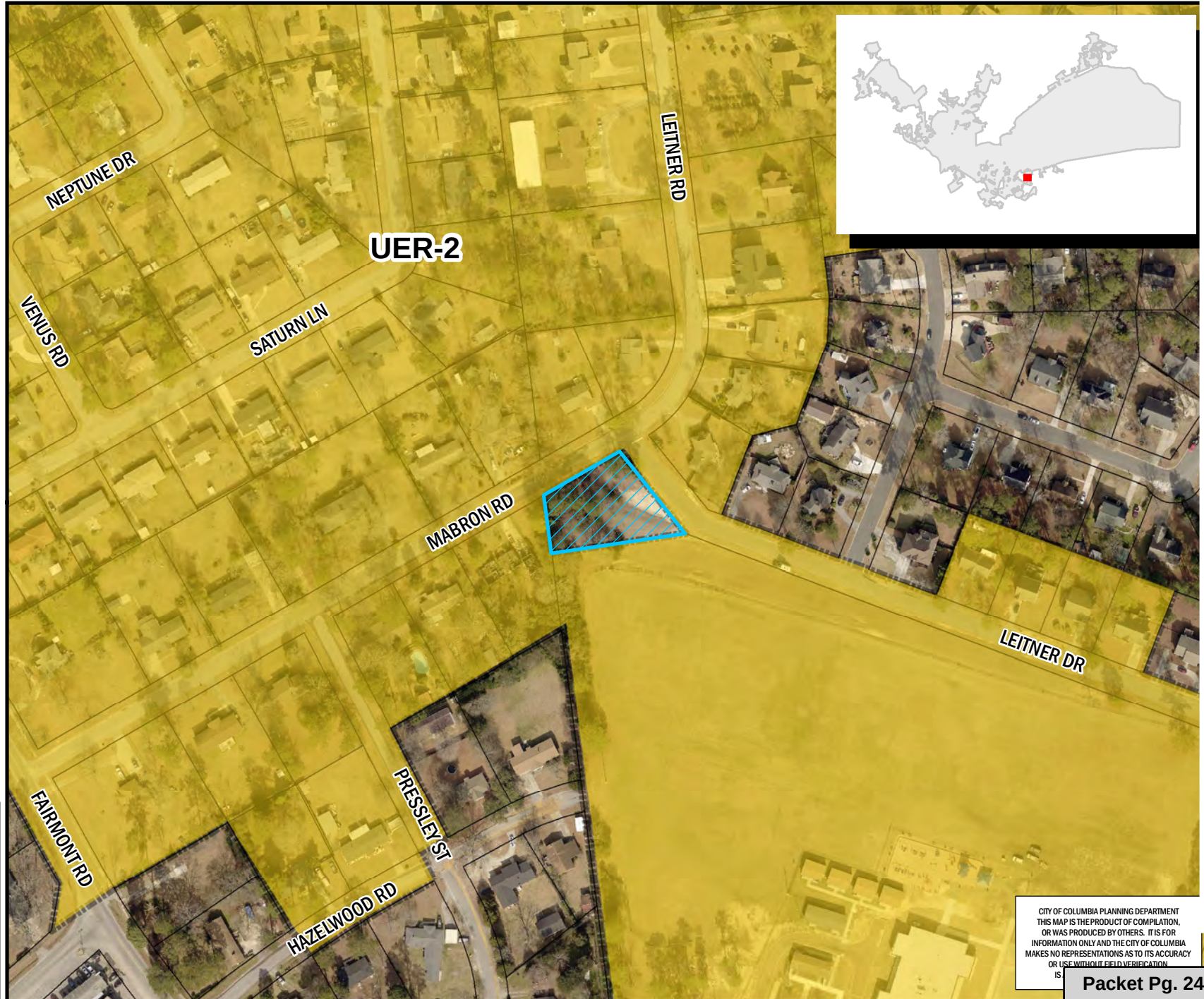
Department of Planning &
Development Services

0.418 acres S/S Mabron Road, TMS# 19206-03-58,
Existing Rich. Co. FLU: Neighborhood (Medium Density), Proposed Interim FLU: UER-2

21.b



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 2/10/2021



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED,
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

Packet Pg. 249

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: AO-ANNEX-2021-0002 0.418acMabron_council (6528 : ANNEXATION, COMPREHENSIVE

Zoning Map

0.418 acres S/S Mabron Rd., TMS# 19206-03-58; **21.b**
Current Rich. Co. Zoning: RS-LD, Proposed Zoning: RS-1

Department of Planning &
Development Services

Legend

PARCELS

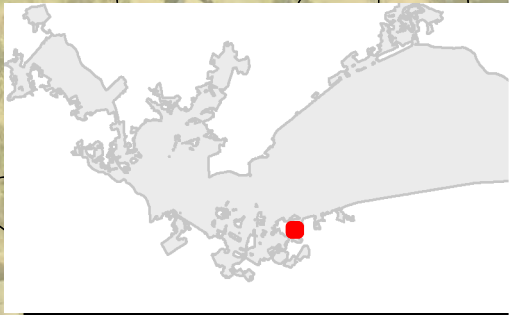
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	FUD-C
RG-1A	FUD-LS
RG-2	FUD-LS-E
RG-3	FUD-LS-R
UTD	FUD-R
MX-1	OUT OF CITY
MX-2	

0 45 90 180 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
February 10, 2021

DISCLAIMER:
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Attachment: AO-ANNEX-2021-0002 0.418acMabron_council (6528 : ANNEXATION, COMPREHENSIVE

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.



ORDINANCE NO.: 2021-015

*Annexing and Incorporating 1307 Mason Road, Richland County TMS #11813-01-02
into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020*

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

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

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned a future land use classification of Urban Edge Multi-Family (UEMF), zoned General Residential District (RG-2), apportioned to City Council District 1, Census Tract 106 and contains 36.5 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11813-01-02

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

Requested by:

Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2021-015

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 36.50 acres, more or less, and shown as TMS 11813-01-02 on a Plat prepared for WAT Properties of Columbia, Inc. by Inman Land Surveying Company, Inc. dated December 18, 2014, and last revised July 28, 2017. Said parcel having such boundaries and measurements as are shown on said plat.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: December 10, 2020

RE: **Property Address:** 1307 Mason Road
Richland County TMS#: 11813-01-02
Owner(s): WAT Properties, Inc. of Columbia
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density); a portion is within a Community Activity Center Node
Proposed City Land Use: Urban Edge Multifamily (UEMF)
Current County Zoning: Rural (RU)
Proposed City Zoning: General Residential (RG-2)
Reason for Annexation: Municipal Services; Secondary Area
City Council District: 1
Census Tract: 106

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

Planning & Development Services staff will see to it that this matter is placed on the **January 4, 2020** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

cc:

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

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

Planning Commission Land Use Recommendation: UEMF (Land Use classification) by 5 - 3
 on 2/1/2021 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-2 (Zoning classification) by 5 - 3
 on 2/1/2021 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

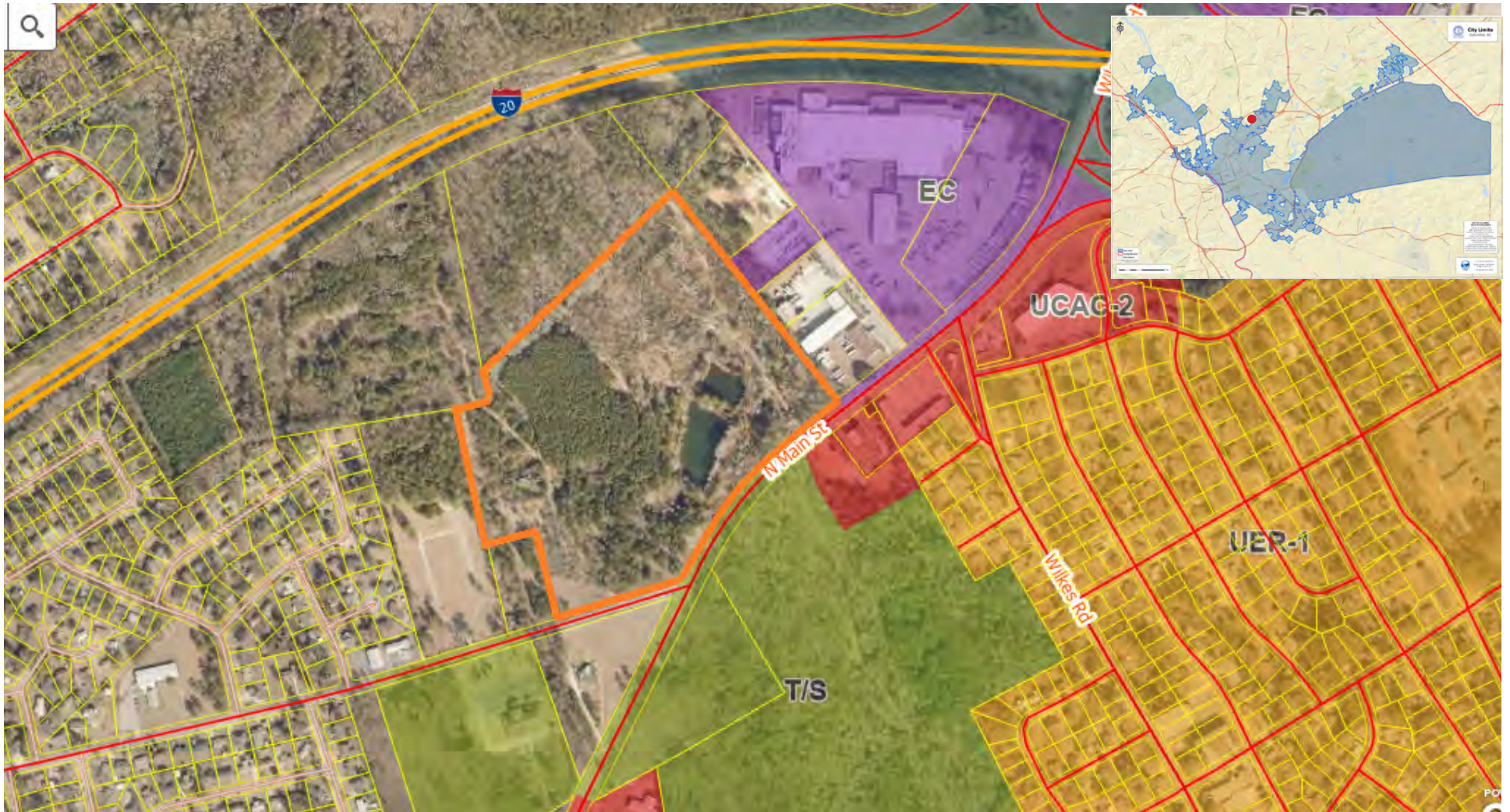
Attachment: 2021-015 annex and incorporate 1307 Mason Road (6527 : ANNEXATION, FLU MAP, AND ZONING MAP AMENDMENT for 1307



Land Use Map

1307 Mason Road, TMS# 11813-01-02

Existing Rich. Co. FLU: Mixed Residential (High Density); Proposed FLU: UEMF



Prepared by: Shane Shaughnessy
December 9, 2020

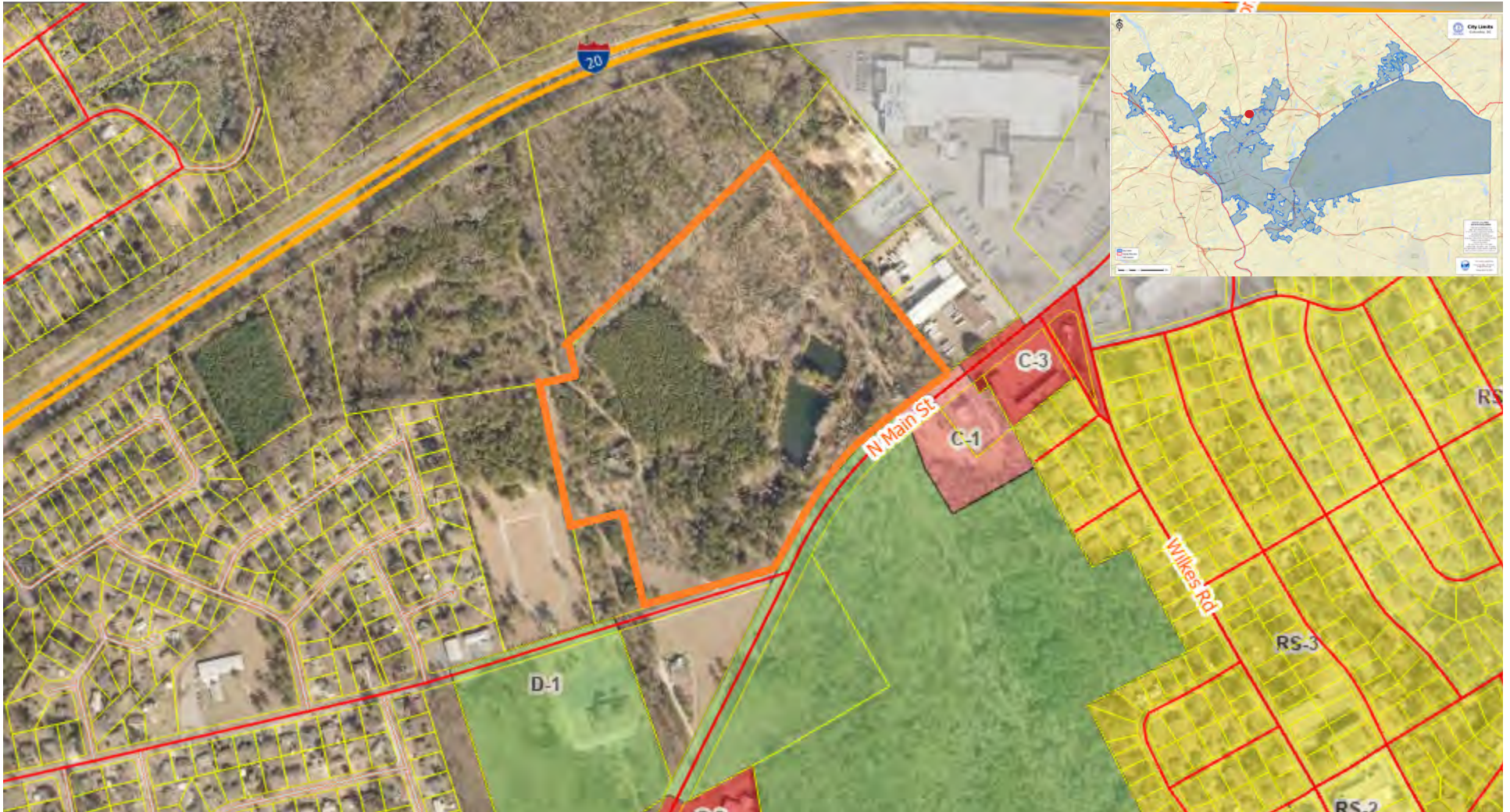
UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UEMF - Urban Edge Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAD-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

DISCLAIMER:

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Zoning Map

1307 Mason Road, TMS# 11813-01-02
Existing Rich. Co. Zoning: RU; Proposed Zoning: RG-2



Prepared by: Shane Shaughnessy
December 9, 2020

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

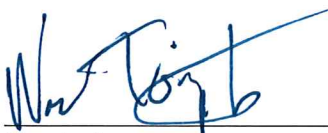
The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel and tract of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 36.50 acres, more or less, and shown as TMS 11813-01-02 on a Plat prepared for WAT Properties of Columbia, Inc. by Inman Land Surveying Company, Inc. dated December 18, 2014, and last revised July 28, 2017. Said parcel having such boundaries and measurements as are shown on said plat.

Richland County TMS: 11813-01-02

Property Address: 1307 Mason Road

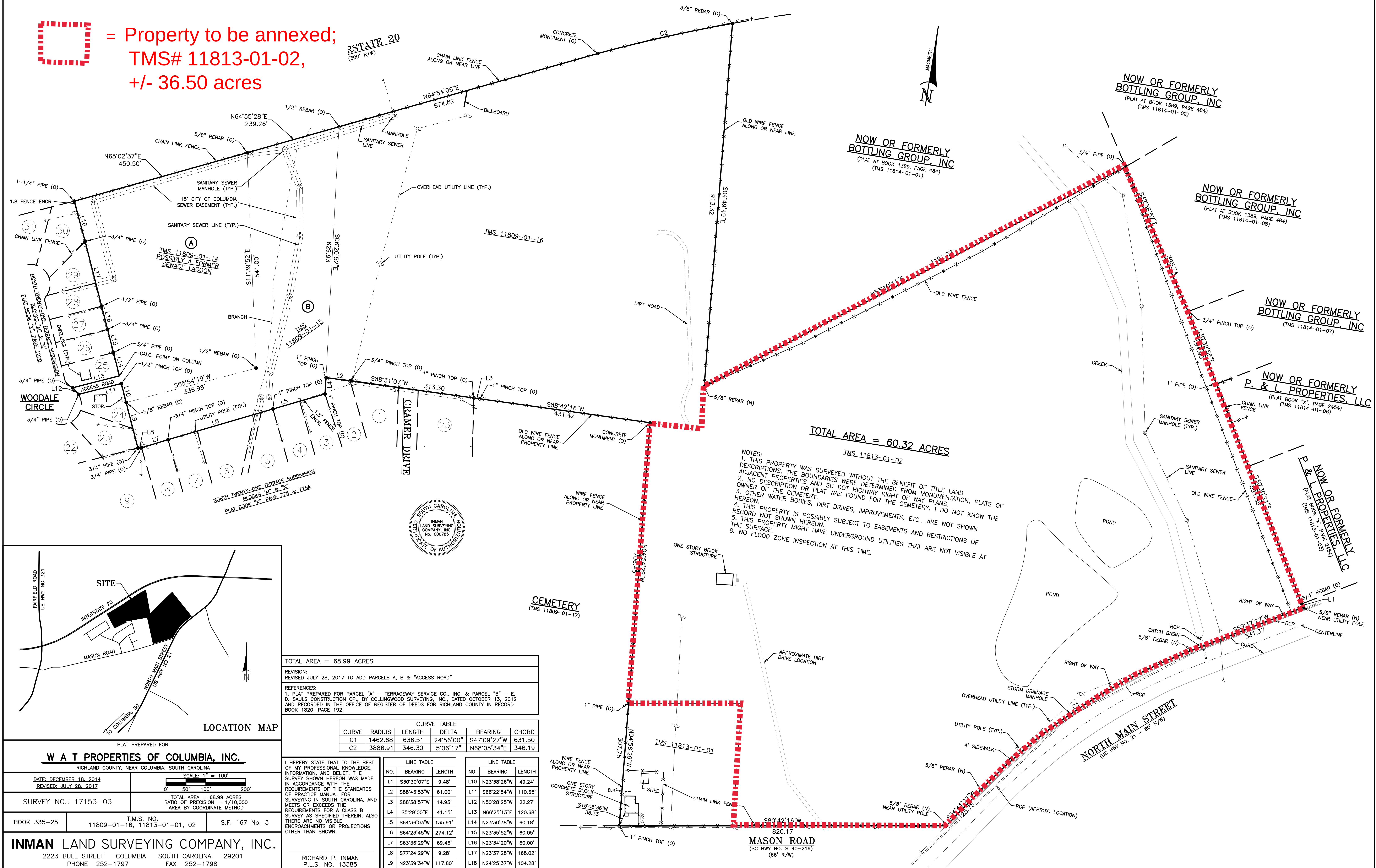
WAT Properties, Inc. of Columbia

BY: 
 (Signature)

Date: 11/24/2020

Willie Tompkins
 (Print or Type Name)

ITS: Owner





CITY COUNCIL

March 16, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 1307 Mason Road; TMS# 11813-01-02

Council District:	1
Proposal:	Request to annex the property, assign land use classification of Urban Edge Multi-family (UEMF) and assign zoning of General Residential District (RG-2) at the time of annexation. The property is currently classified as Mixed Residential (High Density); a portion is within a Community Activity Center Node and zoned RU by Richland County.
Applicant:	WAT Properties, Inc. of Columbia
Staff Recommendation:	Approval
PC Recommendation:	01/04/2021; Approval (8-0) 02/01/2021; Approval (5-3)
ZPH, 1 st Reading:	03/16/2021; Pending
2 nd Reading:	04/06/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 36.5 acres

Current Use: Vacant land

Proposed Use: Residential

Reason for Annexation: Municipal Services

Urban Service Area: Secondary

Current County Land Use Classification: Mixed Residential (High Density); a portion is within a Community Activity Center Node

Proposed City Land Use Classification: Urban Edge Multi-family (UEMF)

Current County Zoning: Rural (RU)

Proposed City Zoning: General Residential District (RG-2)

Census Tract: 106

DETERMINATION FOR CITY SERVICES

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

Police

We find that the proposed annexation will result in an increased number of calls for service. For the proposed 288 multifamily units, the estimated cost to serve would be **approximately \$76,000 per year**, based on calls to similar nearby properties within the City limits. Any future additional development would bring additional costs to the Department.

Fire

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

Solid Waste

Multifamily apartment complexes are generally not served by the Solid Waste Division.

Engineering

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

Water Customer Care

Any proposed development on the annexed property would result in new customers, who will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this residential tract. The property is located within a designated Secondary Area in the Urban Service Area plan. A 288-unit multifamily development is proposed on approximately 29 acres of this site, though it bears mentioning that neither an annexation nor a map amendment are tied to any specific site plan. Based on the proposed 288-unit multifamily development, the estimated real estate tax revenue generated for the City would be **approximately \$143,000 per year**, based on the taxable value of newer multifamily developments in North Columbia. Any future additional development would bring increased revenue, and costs could be expected to rise accordingly.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

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.

The proposed future land use for the subject property is Urban Edge Multi-family (UEMF) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density) with a portion within a designated Community Activity Center Node by Richland County.

Urban Edge Multi-family is primarily a single-use development type consisting of multi-family subdivisions in the outer areas of the City. The development is most common after the 1960s and is also a component in the Urban Edge Mixed Residential Development Type. Urban Edge Multi-family developments are characterized by an internal street network of loops and circles with significant surface parking. Often, these developments focus internally and include shared community facilities like pools, clubhouses, and recreation centers.

Primary Types

- Multi-family Small to High-rise

Secondary Types

- Single-family Attached
- Multi-family Mixed-use Small to High-rise

Tertiary Types

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Parking Structures & Lots

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

The subject property is located within the study area of the [Walkable 29203 Pedestrian Master Plan](#) (2017). The plan makes broad policy recommendations for the entire 29203 zip code, as well as specific policy and infrastructure recommendations within and adjacent to the North Main and Crane Creek planning areas. Within close proximity to the subject property, the plan recommends sidewalk infill along Mason Road from Sinclair Drive to Weston Avenue, with an unsignalized intersection improvement at Colony Drive and Mason Road (pg. 95). Area-wide, the Plan recommends improving the streetscape for pedestrian use to combat perceptions of crime (pg. 117).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RU by Richland County. Surrounding parcels within the City of Columbia are currently zoned Development District (D-1) and Office and Institutional District (C-1) to the South. Surrounding parcels in unincorporated Richland County are currently zoned RU to the North and West and M-1 to the East.

The proposed City of Columbia zoning district is General Residential District (RG-2).

General Residential District (RG-2)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

STAFF RECOMMENDATION

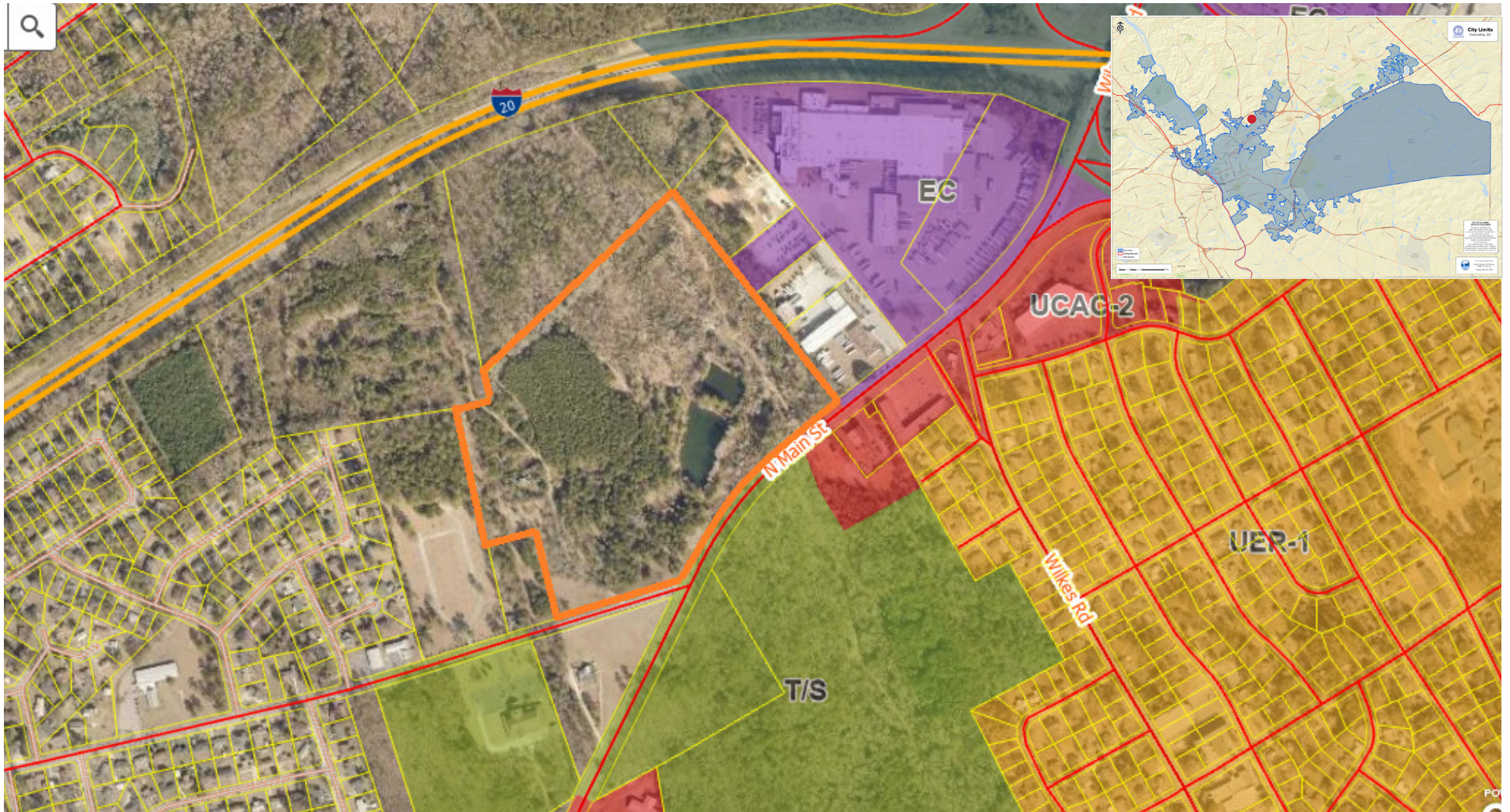
Staff recommends that City Council annex the property, assign future land use classification of Urban Edge Multi-family (UEMF), and assign zoning of General Residential District (RG-2) at the time of annexation.



Land Use Map

1307 Mason Road, TMS# 11813-01-02

Existing Rich. Co. FLU: Mixed Residential (High Density); Proposed FLU: UEMF



Prepared by: Shane Shaughnessy
December 9, 2020

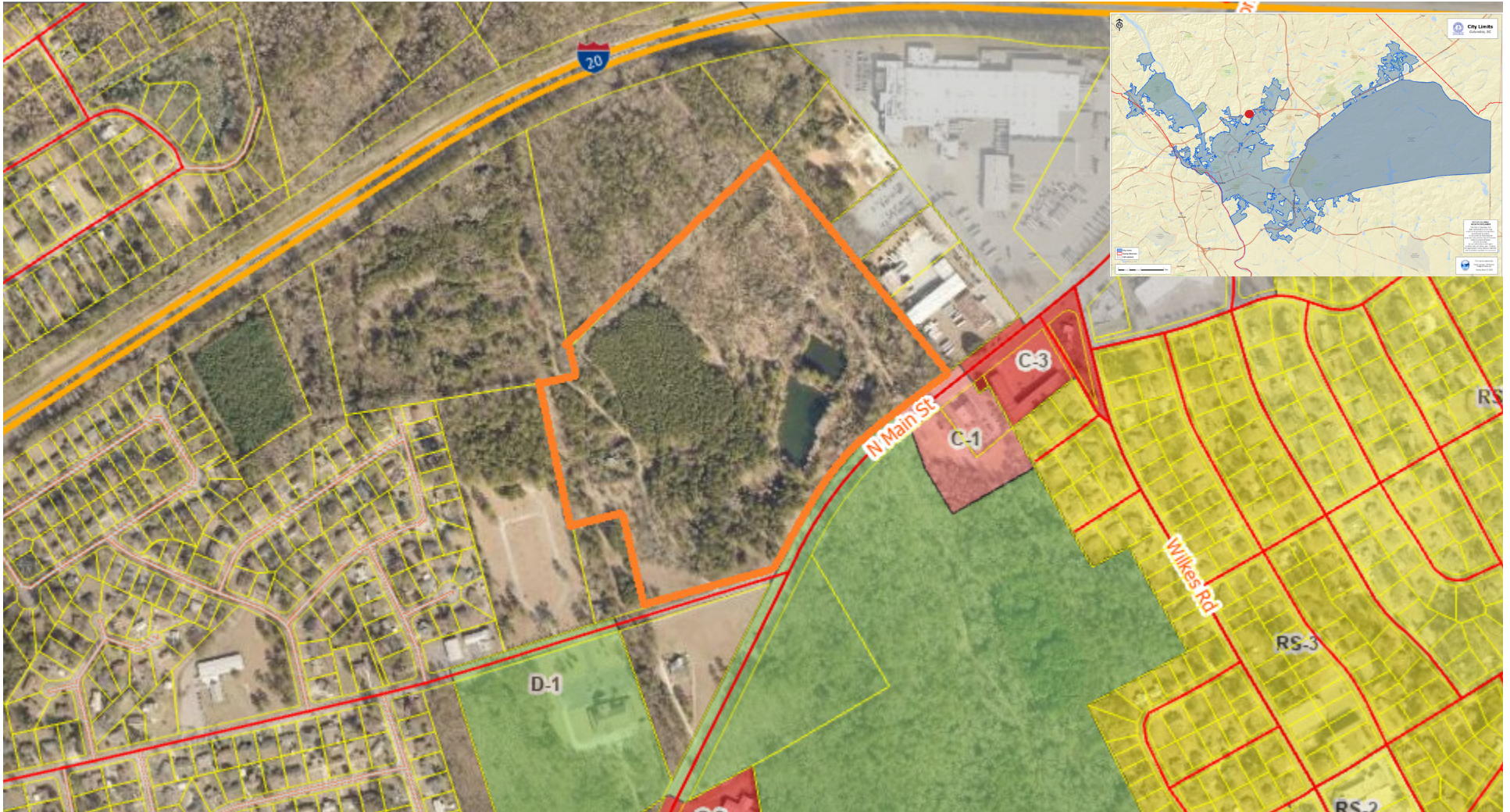
UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3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

DISCLAIMER:

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

Zoning Map

1307 Mason Road, TMS# 11813-01-02
Existing Rich. Co. Zoning: RU; Proposed Zoning: RG-2



We Are Columbia



Prepared by: Shane Shaughnessy
December 9, 2020

DISCLAIMER:

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Development Types

URBAN EDGE MULTI-FAMILY (UEMF)

Urban Edge Multi-family is primarily a single-use development type consisting of multi-family subdivisions in the outer areas of the City. The development is most common after the 1960s and is also a component in the Urban Edge Mixed Residential Development Type. Urban Edge Multi-family developments are characterized by an internal street network of loops and circles with significant surface parking. Often, these developments focus internally and include shared community facilities like pools, clubhouses, and recreation centers.



UEMF BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Small to High-rise

SECONDARY TYPES

- Single-family Attached
- Multi-family Mixed-use Small to High-rise

TERTIARY TYPES

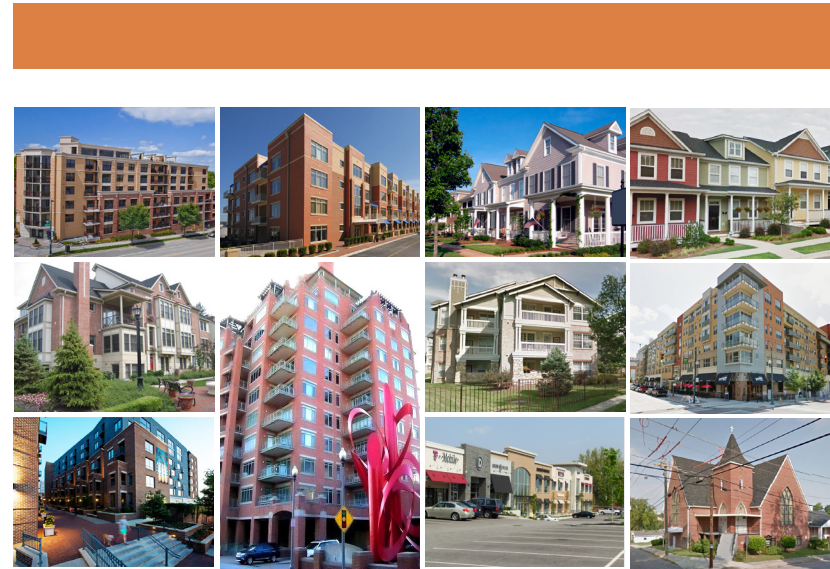
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UEMF DEVELOPMENT PATTERN/CONTEXT

- An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern with a secondary network of alleys, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Transit access in or at the perimeter of the development is encouraged.
- Buildings face the street and are located close to the street or lot line.
- Buildings may include interior courtyards.
- Structures typically have dedicated parking areas in garages adjacent to or underneath the building, in on-street parking, or in parking lots.
- Open spaces may be in the form of retention lakes and ponds. Clubhouses, pools, tennis courts, and recreation areas may also be part of the open or park spaces in a multi-family development.
- Architectural styles may be varied, but buildings will typically have vertical emphasis and front entrances on the street; front porches, stoops, and/or balconies are common.





CITY COUNCIL

March 16, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT CASE SUMMARY

446 Clemson Road Ext and 446 Clemson Road, TMS# 25700-04-02 and 25700-02-01

City Council District:	4
Proposal:	Request to amend the Columbia Compass: Envision 2036 Future Land Use Map to modify the land use classification of the property from Urban Edge Multi-family (UEMF) to Urban Edge Regional Activity Center (UEAC-2) east of Clemson Road and to Urban Edge Mixed Residential (UEMR) west of Clemson Road.
Applicant:	Krista Hampton, Planning & Development Services Director
Staff Recommendation:	Approval
PC Recommendation:	01/04/2021; Approval (8-0)
PH, 1 st Reading:	03/16/2021; Pending
2 nd Reading:	04/06/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: +/- 56.13 acres

Current Use: Vacant Land

Proposed Use: Commercial/Vacant Land

Current Land Use Classification: Urban Edge Multi-family (UEMF)

Proposed Land Use Classifications: Urban Edge Regional Activity Center (UEAC-2) east of Clemson Road and Urban Edge Mixed Residential (UEMR) west of Clemson Road

Current Zoning: General Residential District (RG-2), Office and Institutional District (C-1), Neighborhood Commercial District (C-2), and General Commercial District (C-3)

Proposed Zoning: Neighborhood Commercial District (C-2) and General Commercial District (C-3)

Census Tract: 114.14

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Edge Multi-family (UEMF) in the *Columbia Compass: Envision 2036* Future Land Use Map. The proposed future land use classifications for the property are Urban Edge Regional Activity Center (UEAC-2) east of Clemson Road and Urban Edge Mixed Residential (UEMR) west of Clemson Road.

Urban Edge Multi-family (UEMF)

Urban Edge Multi-family is primarily a single-use development type consisting of multi-family subdivisions in the outer areas of the City. The development is most common after the 1960s and is also a component in the Urban Edge Mixed Residential Development Type. Urban Edge Multi-family developments are characterized by an internal street network of loops and circles with significant surface parking. Often, these developments focus internally and include shared community facilities like pools, clubhouses, and recreation centers.

Primary Types

- Multi-family Small to High-rise

Secondary Types

- Single-family Attached
- Multi-family Mixed-use Small to High-rise

Tertiary Types

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Parking Structures & Lots

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.

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

Urban Edge Mixed Residential (UEMR)

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

Primary Types

- Single-family Detached

Secondary Types

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

Tertiary Types

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

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

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

STAFF RECOMMENDATION

Staff recommends the amendment of the *Columbia Compass: Envision 2036* Future Land Use Map to modify the land use classification of the property from Urban Edge Multi-family (UEMF) to Urban Edge Regional Activity Center (UEAC-2) east of Clemson Road and to Urban Edge Mixed Residential (UEMR) west of Clemson Road.



Future Land Use Map

Department of Planning & Development Services

446 Clemson Rd. Ext. and 446 Clemson Rd., TMS# 25700-04-02 and 25700-04-03
Existing FLU: UEMF, Proposed FLU: UEAC-2 and UEMR

23.a

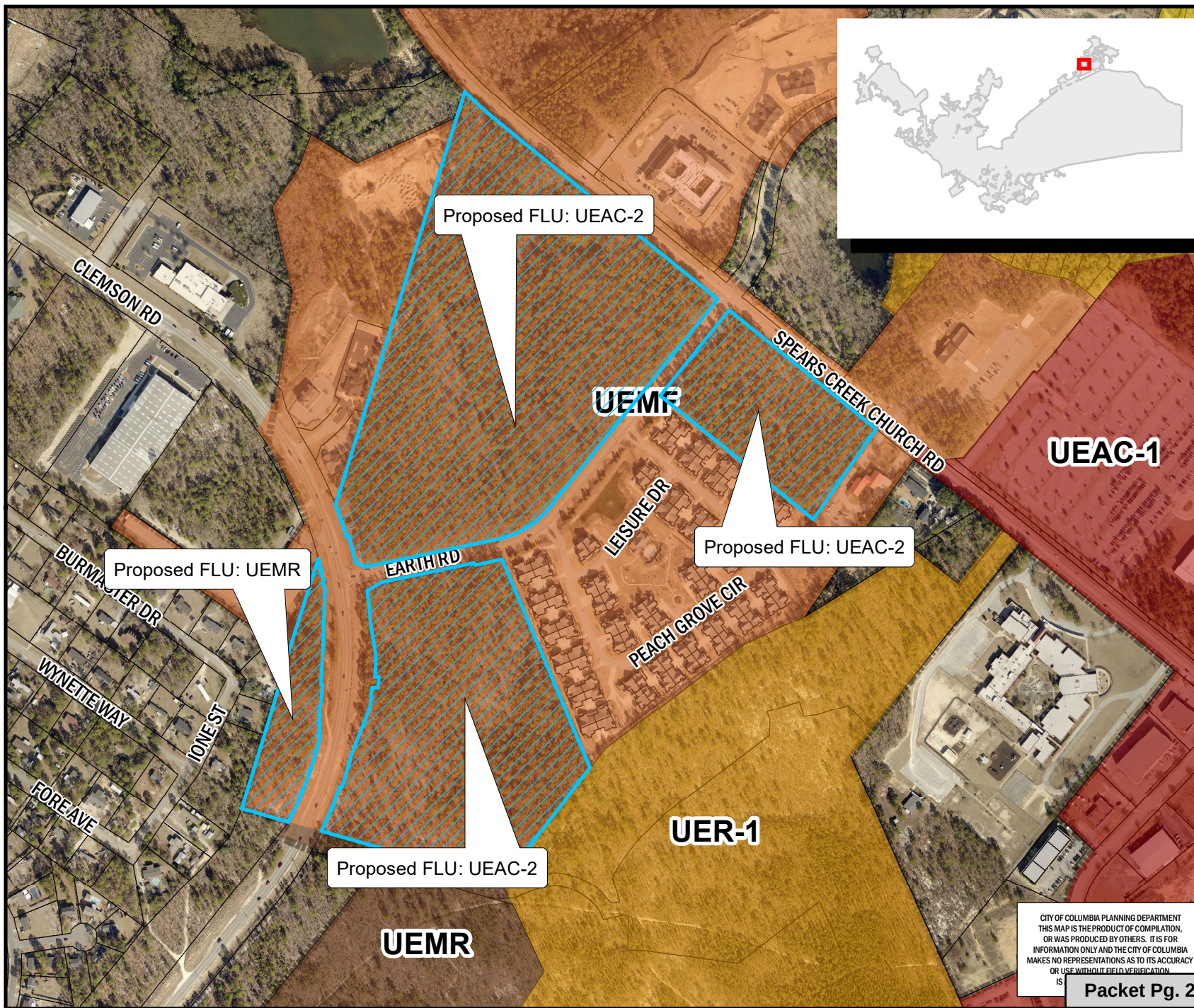
Legend

CITY LIMITS
PARCELS

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

0 125 250 500 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 12/16/2020



Attachment: LUMA-2020-0004-Clemson 446 and Clemson Ext 446 - PH Case Summary (6518 :

Development Types

URBAN EDGE MULTI-FAMILY (UEMF)

Urban Edge Multi-family is primarily a single-use development type consisting of multi-family subdivisions in the outer areas of the City. The development is most common after the 1960s and is also a component in the Urban Edge Mixed Residential Development Type. Urban Edge Multi-family developments are characterized by an internal street network of loops and circles with significant surface parking. Often, these developments focus internally and include shared community facilities like pools, clubhouses, and recreation centers.



UEMF BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Small to High-rise

SECONDARY TYPES

- Single-family Attached
- Multi-family Mixed-use Small to High-rise

TERTIARY TYPES

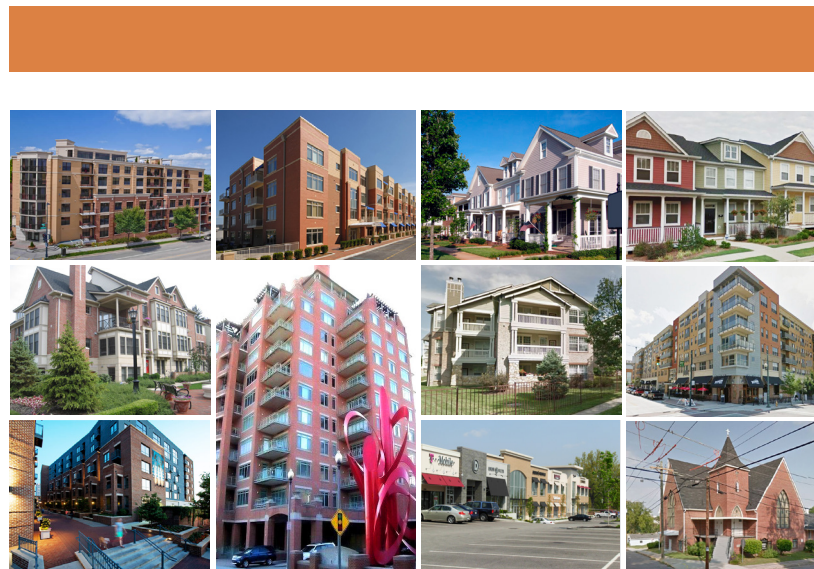
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UEMF DEVELOPMENT PATTERN/CONTEXT

- An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern with a secondary network of alleys, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Transit access in or at the perimeter of the development is encouraged.
- Buildings face the street and are located close to the street or lot line.
- Buildings may include interior courtyards.
- Structures typically have dedicated parking areas in garages adjacent to or underneath the building, in on-street parking, or in parking lots.
- Open spaces may be in the form of retention lakes and ponds. Clubhouses, pools, tennis courts, and recreation areas may also be part of the open or park spaces in a multi-family development.
- Architectural styles may be varied, but buildings will typically have vertical emphasis and front entrances on the street; front porches, stoops, and/or balconies are common.



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.



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.

Development Types

URBAN EDGE MIXED RESIDENTIAL (UEMR)

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



UEMR BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

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

TERTIARY TYPES

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

See matrix for appropriate park/open space types.

Development Types

UEMR DEVELOPMENT PATTERN/CONTEXT

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



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

ORDINANCE NO.: 2021-019

Amending the Columbia Compass: Envision 2036 Map to modify the future land use for 446 Clemson Road Extension and 446 Clemson Road; Richland County TMS# 25700-04-02 and 25700-02-01

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

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

WHEREAS, 446 Clemson Road Ext and 446 Clemson Road; Richland County TMS# 25700-04-02 and 25700-02-01, were included within Columbia Compass: Envision 2036, adopted by City Council on August 4, 2020, and was assigned the designated future land use classification of Urban Edge Multi-family (UEMF), while the future land use classifications of Urban Edge Regional Activity Center (UEAC-2) east of Clemson Road and to Urban Edge Mixed Residential (UEMR) west of Clemson Road are more appropriate, and the Columbia Compass: Envision 2036 Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2021, that the designated land use for 446 Clemson Road Ext and 446 Clemson Road; Richland County TMS# 25700-04-02 and 25700-02-01, were identified as Urban Edge Multi-family (UEMF) in within Columbia Compass: Envision 2036, adopted by City Council on August 4, 2020. This property is apportioned to City Council District 4, Census Tract 114.14, contains +/- 56.13 acres, and the land use classification shall be amended to Urban Edge Regional Activity Center (UEAC-2) east of Clemson Road and to Urban Edge Mixed Residential (UEMR) west of Clemson Road.

Requested by:

Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

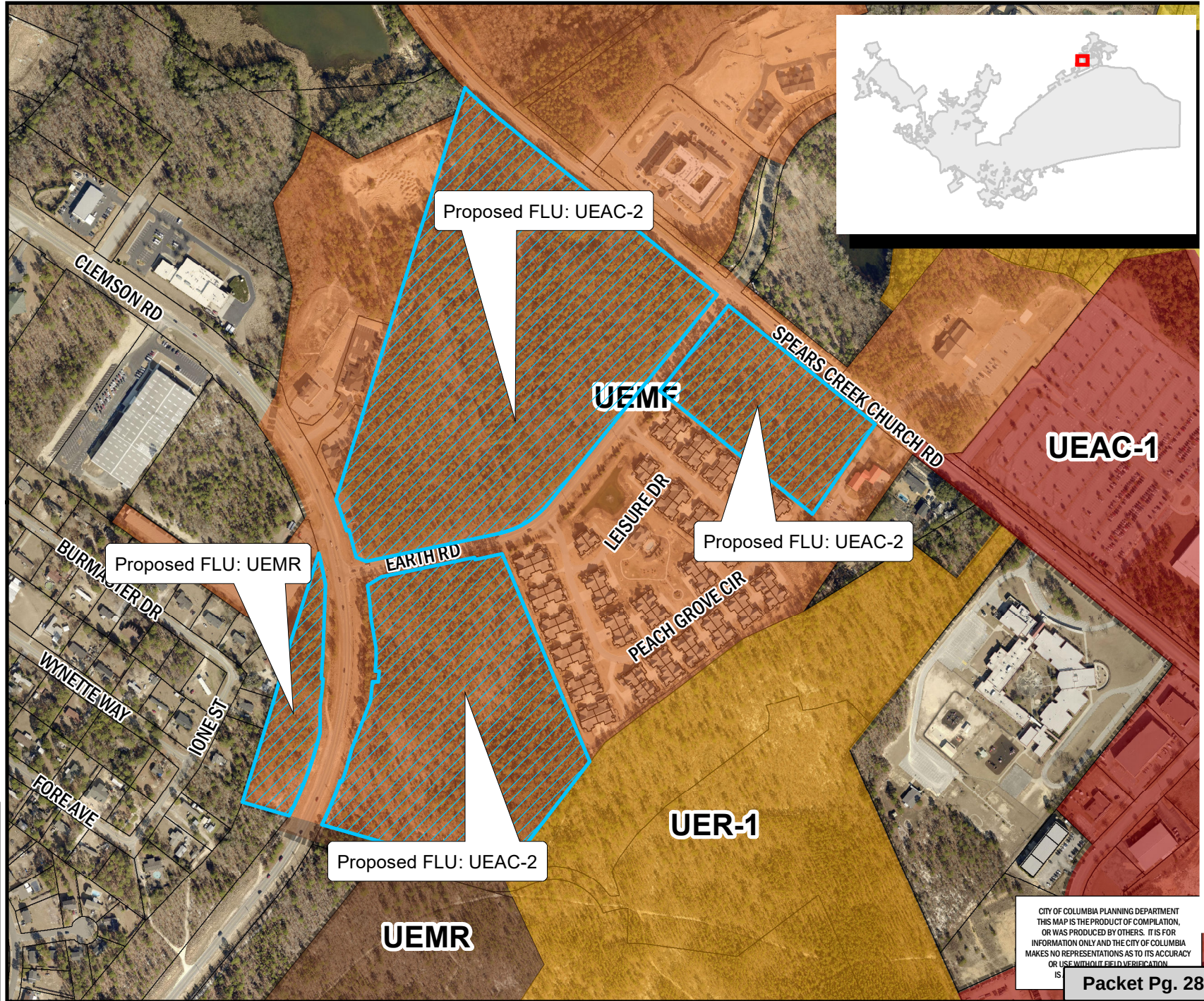
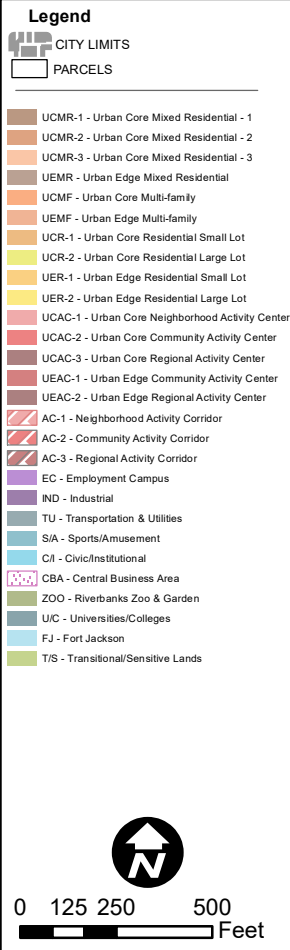
Final Reading:

Future Land Use Map

Department of Planning & Development Services

446 Clemson Rd. Ext. and 446 Clemson Rd., TMS# 25700-04-02 and 25700-04-03
Existing FLU: UEMF, Proposed FLU: UEAC-2 and UEMR

23.b



Attachment: 2021-019 amend Future Land Use Clemson 446 and Clemson Ext 446 (6518 : Comprehensive



CITY COUNCIL

March 16, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

Zoning Map Amendment Case Summary 446 Clemson Road Extension, TMS# 25700-04-02

Council District:	4
Proposal:	Request to rezone the parcel from Office and Institutional District (C-1), General Residential District (RG-2), and General Commercial District (C-3) to General Commercial District (C-3).
Applicant:	Paul Holder, CH Acquisition, LLC
Staff Recommendation:	Approval
PC Recommendation:	01/04/2021; Approval (8-0)
ZPH, 1st Reading:	03/16/2021; Pending
2nd Reading:	04/06/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 29.11 acres

Current Use: Vacant land

Proposed Use: Commercial

Current Land Use Classification: Urban Edge Multi-Family (UEMF)

Proposed Land Use Classification: Urban Edge Regional Activity Center (UEAC-2)

Current Zoning: Office and Institutional District (C-1), General Residential District (RG-2), and General Commercial District (C-3)

Proposed Zoning: General Commercial District (C-3)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Edge Multi-family (UEMF) in the *Columbia Compass: Envision 2036* Future Land Use Map. The proposed future land use classification for the property is Urban Edge Regional Activity Center (UEAC-2).

Urban Edge Multi-family (UEMF)

Urban Edge Multi-family is primarily a single-use development type consisting of multi-family subdivisions in the outer areas of the City. The development is most common after the 1960s and is also a component in the Urban Edge Mixed Residential Development Type. Urban Edge Multi-family developments are characterized by an internal street network of loops and circles with significant surface parking. Often, these developments focus internally and include shared community facilities like pools, clubhouses, and recreation centers.

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.

Urban Edge Multi-family (UEMF)*Primary Types*

- Multi-family Small to High-rise

Secondary Types

- Single-family Attached
- Multi-family Mixed-use Small to High-rise

Tertiary Types

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Parking Structures & Lots

Urban Edge Regional Activity Center (UEAC-2)*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

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

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

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Office and Institutional District (C-1), General Residential District (RG-2), and General Commercial District (C-3). The abutting properties in the City of Columbia have base zoning of Planned Unit Development-Residential District (PUD-R) and General Residential District (RG-2) to the North, Light Industrial District (M-1) to the West, General Commercial District (C-3) and General Residential District (RG-2) to the East, and General Residential District (RG-2) and Neighborhood Commercial District (C-2) to the East. The abutting properties in unincorporated Richland County are currently zoned PDD to the East.

The proposed zoning district is General Commercial District (C-3)

Office and Institutional District (C-1)

The C-1 district is intended to accommodate office, institutional, and certain types of residential uses in areas whose characteristic is neither general commercial nor exclusively residential in nature. Certain related structures and uses required to serve the needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

General Residential District (RG-2)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends City Council rezone the parcel from C-1, RG-2, and C-3 to C-3.



Future Land Use Map

Department of Planning & Development Services

446 Clemson Road Extension, TMS# 25 24.a
Existing FLU: UEMF, Proposed FLU: UEAC-2

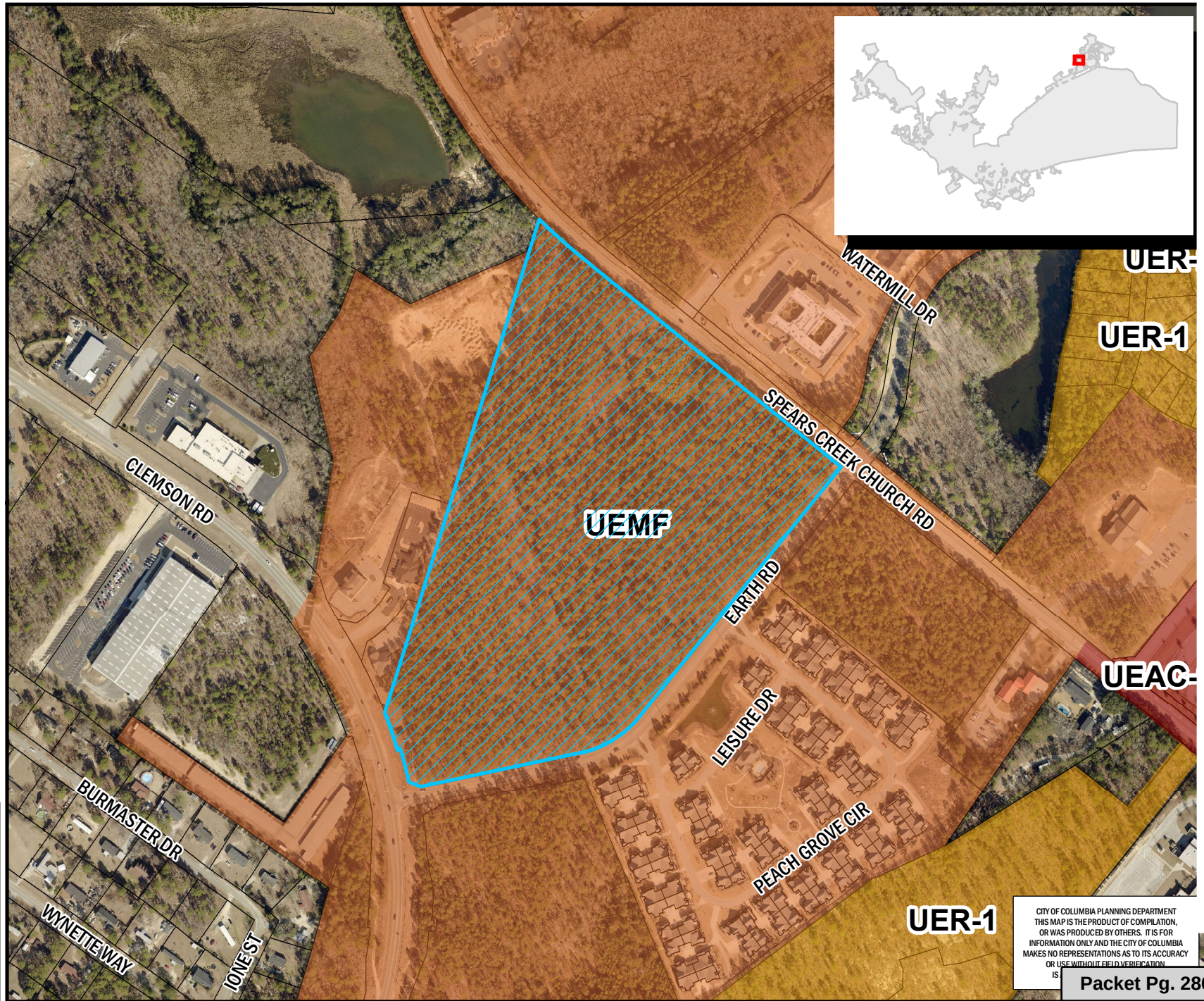
Legend

CITY LIMITS
PARCELS

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

0 100 200 400 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 12/16/2020



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
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Packet Pg. 286

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

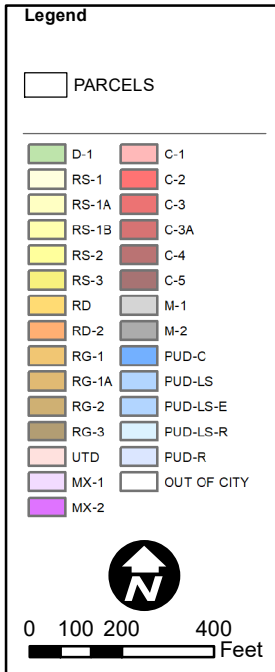
Attachment: ZMA-2020-0025_446ClemsonRdExt (6519 : ZMA -446 Clemson Road Extension, TMS# 25700-

Zoning Map

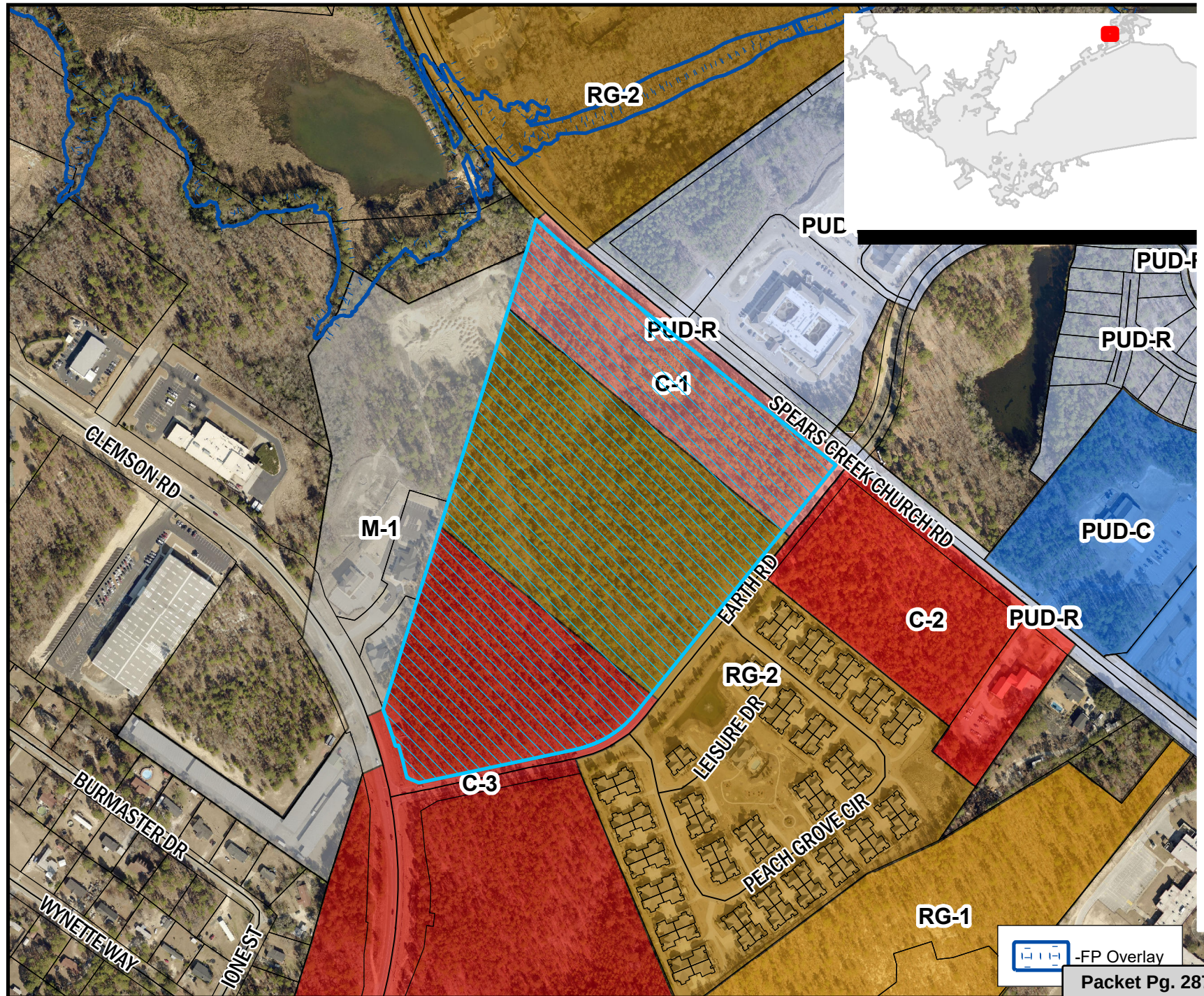
Department of Planning & Development Services

446 Clemson Road Extension, TMS# 25700-04-02;
Existing. Zoning: C-1, RG-2, and C-3, Proposed Zoning: C-3

24.a



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Attachment: ZMA-2020-0025_446ClemsonRdExt (6519 : ZMA -446 Clemson Road Extension, TMS# 25700-

-FP Overlay

Packet Pg. 287

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Development Types

URBAN EDGE MULTI-FAMILY (UEMF)

Urban Edge Multi-family is primarily a single-use development type consisting of multi-family subdivisions in the outer areas of the City. The development is most common after the 1960s and is also a component in the Urban Edge Mixed Residential Development Type. Urban Edge Multi-family developments are characterized by an internal street network of loops and circles with significant surface parking. Often, these developments focus internally and include shared community facilities like pools, clubhouses, and recreation centers.



UEMF BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Small to High-rise

SECONDARY TYPES

- Single-family Attached
- Multi-family Mixed-use Small to High-rise

TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UEMF DEVELOPMENT PATTERN/CONTEXT

- An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern with a secondary network of alleys, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Transit access in or at the perimeter of the development is encouraged.
- Buildings face the street and are located close to the street or lot line.
- Buildings may include interior courtyards.
- Structures typically have dedicated parking areas in garages adjacent to or underneath the building, in on-street parking, or in parking lots.
- Open spaces may be in the form of retention lakes and ponds. Clubhouses, pools, tennis courts, and recreation areas may also be part of the open or park spaces in a multi-family development.
- Architectural styles may be varied, but buildings will typically have vertical emphasis and front entrances on the street; front porches, stoops, and/or balconies are common.



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.



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.

Table of Permitted Uses
C-1
Permitted Principal Uses
Landscape counseling and planning
Building Construction - Office Only
Construction other than building construction - Office Only
Arrangement of Transportation Services
Water supply services
Sewerage Systems (Sec. 17-262)
Finance, Insurance, and Real Estate
Organization hotels and lodgings on membership basis
Cemetery subdividers and developers
Photographic Studies, portrait
Funeral Service and crematories
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Parking Lots
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Dance studios
Public Golf Course
Offices of physicians
Nursing and personal care facilities
Hospitals
Medical and dental laboratories
Legal services
Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family social services
Job training and vocational rehabilitation services
Museums and art galleries
Business associations
Professional membership
Labor unions and similar organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services

Table of Permitted Uses
RG-2
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Attached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted Accessory Use
Coin-operated laundries and dry cleaning
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Public Golf Course
Elementary and Secondary Schools (17-296)
Libraries and Information Centers
Religious Organizations
Roominghouses and boardinghouses
Organization hotels and lodgings on membership basis
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Membership Sports and Recreation Clubs
Day Care Facilities (17-265)
Residential Care (17-266)
Mobile home parks subject to article VI division 2
Fraternity and sorority houses

Table of Permitted Uses
C-3
Permitted Principal Uses
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building Construction - Office Only
Construction other than building construction - Office Only
Bakery products
Printing, publishing and allied industries
Private Commercial Storage (Sec. 17-260)
Arrangement of Transportation Services
Telephone communication (wire or radio)
Communication: Telegraph
Radio and television broadcasting
Communication services, not elsewhere classified
Water supply services
Sewerage Systems (Sec. 17-262)
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
Department stores
Variety stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Fruit stores and vegetable markets
Retail bakeries
Food stores: Miscellaneous
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Non-store retailers: Automatic merchandising machine operators
Fuel and ice dealers, except oil fuel dealers and bottled gas dealers
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Cemetery subdividers and developers
Hotels, motels, and tourist courts
Suite Hotel (Sec. 17-271)

Commercial economic, sociological, and educational research
Noncommercial research organization
Management and public relations services
Detached One-Family Dwelling
Attached Two-Family Dwelling
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted Accessory Use
Private Commercial Storage (Sec. 17-260)
Eating Places
Drugstores and proprietary stores
Beauty Shops
Barbershops
Reupholstery and furniture repair
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Veterinary services with indoor kennels
Veterinary services with outdoor kennels
Roominghouses and boardinghouses
U.S. Postal Service
Drinking Places (alcoholic beverages)(Sec. 17-269)
Electric substations
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Apparel and accessory stores
Coin-operated laundries and dry cleaning
Garment pressing and agents for laundries and dry cleaners

Bed and breakfast hotel (Sec. 17-271)
Organization hotels and lodginghouses on membership basis
Garment pressing and agents for laundries and dry cleaners
Taylor and alteration shops
Linen supply
Diaper service
Coin-operated laundries and dry cleaning
Permitted Principal Uses
Photographic Studies, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Funeral service and crematories
Miscellaneous personal services, except massage parlors and spas
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Equipment rental and leasing services
Personal supply services
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Passenger car rental and leasing without driver
Truck rental and leasing without drivers
Utility trailer and recreational vehicle rental
Parking Lots
Carwashes
Radio and mobile telephone installation shops
Radio and television repair shops
Refrigeration and air conditioning service and repair shops
Reupholstery and furniture repair
Watch and jewelry repair
Repair shops, not otherwise classified
Motion picture production
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Professional sports clubs and promoters
Racing including track operations

Miscellaneous personal services, except massage parlors and spas
Massage parlors and spas
Business services not elsewhere classified
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Parking structures
Radio and mobile telephone installation shops
Watch and jewelry repair
Motion picture theaters except drive-in
Physical fitness facilities and yoga facilities
Membership Sports and Recreation Clubs
Arboreta, botanical and zoological gardens
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Attached One-Family Dwelling
Multi-Family Dwelling
Group Development
Dormitories, Public
Fraternity and sorority houses

Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Public golf courses
Coin-operated amusement devices
Amusement parks
Membership Sports and Recreation Clubs
Amusement and recreation services not elsewhere classified
Offices of physicians
Nursing and personal care facilities
Hospitals
Medical and dental laboratories
Legal services
Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Permitted Principal Uses
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family social services
Job training and vocational rehabilitation services
Museums and art galleries
Arboreta, botanical and zoological gardens
Business associations
Professional membership
Labor Unions and similar labor organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization
Testing laboratories
Management and public relations services
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Microbrewery (Sec. 17-290) products
Used merchandise stores without weapons (Sec. 17-87)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted as an Accessory Use or as a Principal Use by Special Exception

Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Veterinary services with indoor kennels
Veterinary services with outdoor kennels
Furnitures and fixtures
Special Exception by Board of Zoning Appeals
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing: Local trucking without storage
Public warehousing: Miniwarehouse (Sec. 17-260)
U.S. Postal Service
Electric substations
Motor vehicles and automotive parts and supplies
Wholesale trade, not durable goods: Paper and paper products
Wholesale trade, not durable goods: Drugs, drug proprietaries, and drugist sundries
Wholesale trade, not durable goods: Apparel - Goods and notions
Wholesale trade, not durable goods: Groceries and related products
Wholesale trade, not durable goods: Miscellaneous nondurable goods
Retail Trade: Lumber and other building materials dealers
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286)
Drinking Places (alcoholic beverages)(Sec. 17-269)
Liquor Stores
Used merchandise stores with weapons
Pawn shops
Fuel oil dealers
Liquified petroleum gas (bottled gas) dealers
Banquet Hall
Power laundries
Laundry and garment services not elsewhere classified
Body piercing facilities and tattoo establishments
Massage parlors and spas
Outdoor advertising agencies
Parking structures
Automotive repair shops
Automotive services, except repair and carwashes
Drive-in motion picture theaters
Bingo parlors
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Commercial, physical and biological research
Detached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Dormitories, Public
Fraternity and sorority houses
Correctional insitutions



CITY COUNCIL

March 16, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

FUTURE LAND USE MAP CONFIRMATION AMENDMENT CASE SUMMARY

1.43 acre portion of 4030 West Beltline Boulevard; TMS# 11609-10-36(p)

Council District:	2
Proposal:	Request to affirm land use classification of Urban Core Community Activity Center (UCAC-2) following the annexation of the property. The property currently has interim classification of Urban Core Community Activity Center (UCAC-2).
Applicant:	Dick Smith Motors, Inc. / WTC of West Beltline, LLC
PC Recommendation:	09/14/2020; Approval (8-0)
Annexation, 1 st Reading:	10/06/2020; Approval
Annexation, 2nd Reading:	10/20/2020; Approval
Land Use Map Amendment Confirmation, 1 st Reading:	03/16/2021; Pending
Land Use Map Amendment Confirmation, 2 nd Reading:	04/06/2021; Pending
Zoning Map Amendment Confirmation, 1 st Reading:	03/16/2021; Pending
Zoning Map Amendment Confirmation, 2 nd Reading:	04/06/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.43 acres

Current Use: Commercial (vacant)

Proposed Use: Commercial

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole - Primary

Current Interim Land Use Classification: Urban Core Community Activity Center (UCAC-2)

Proposed Land Use Classification: Urban Core Community Activity Center (UCAC-2)

Current Interim Zoning: General Commercial District (C-3)

Proposed Zoning: General Commercial District (C-3)

Census Tract: 9

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

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

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

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

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Core Community Activity Center (UCAC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned an interim future land use Urban Core Community Activity Center (UCAC-2).

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia’s neighborhoods. They are destination locations that serve an area of about a three-mile to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen business and multi-family or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.

Primary Types

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

Secondary Types

- Multi-family Small & Medium

Tertiary Types

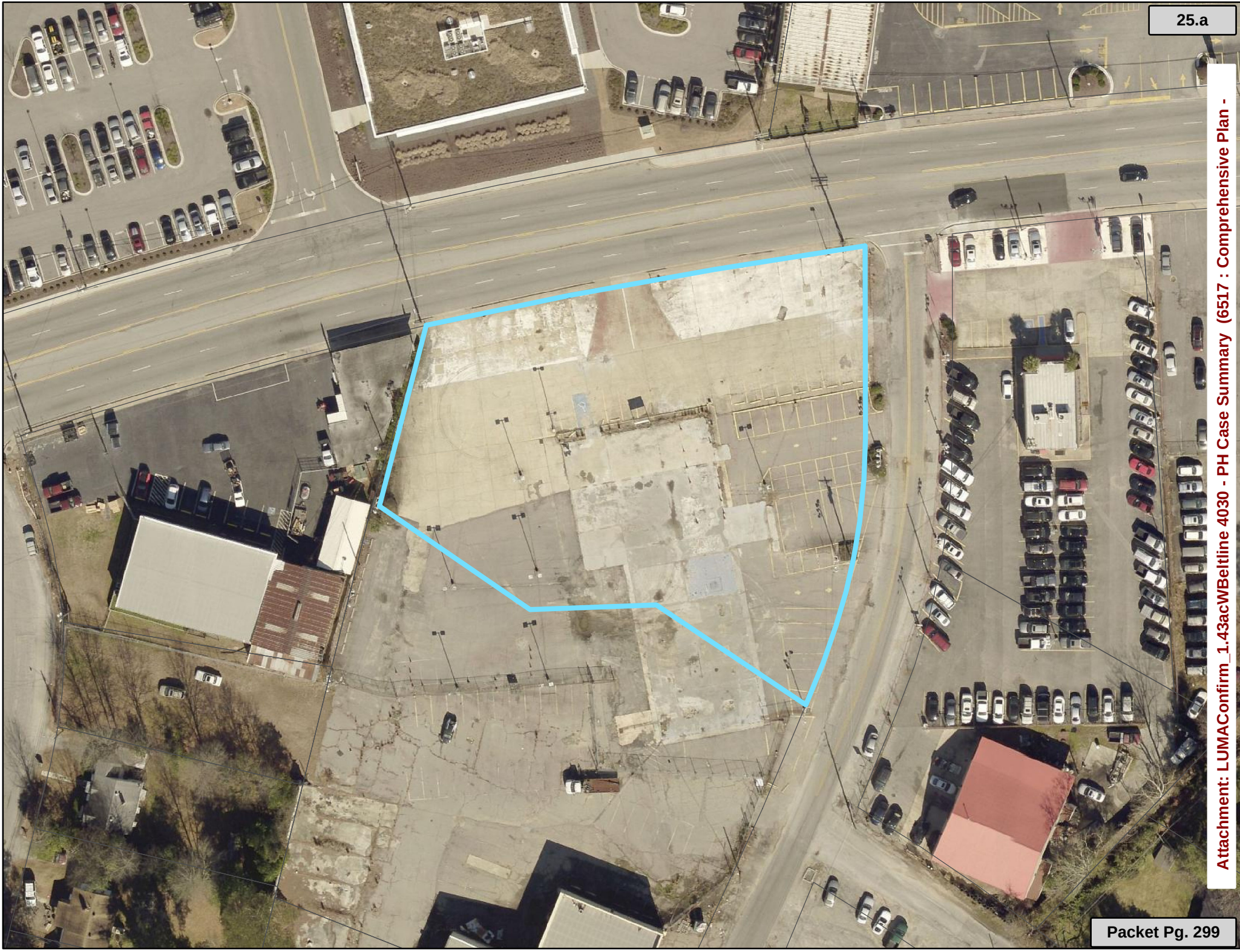
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

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

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

STAFF RECOMMENDATION

Staff recommends City Council adopt an ordinance to amend the *Columbia Compass: Envision 2036* Future Land Use Map to affirm the assignment of the Urban Core Community Activity Center (UCAC-2) land use classification for the property.



Future Land Use Map

Department of Planning & Development Services

1.43 acre portion of 4030 W. Beltline Blvd., TMS# 11609.
Existing Interim FLU: UCAC-2, Proposed FLU: UCAC-2

25.a

Legend

CITY LIMITS

PARCELS

WBeltline4030_1.43ac

UCMR-1 - Urban Core Mixed Residential - 1

UCMR-2 - Urban Core Mixed Residential - 2

UCMR-3 - Urban Core Mixed Residential - 3

UEMR - Urban Edge Mixed Residential

UCMF - Urban Core Multi-family

UEMF - Urban Edge Multi-family

UCR-1 - Urban Core Residential Small Lot

UCR-2 - Urban Core Residential Large Lot

UER-1 - Urban Edge Residential Small Lot

UER-2 - Urban Edge Residential Large Lot

UCAC-1 - Urban Core Neighborhood Activity Center

UCAC-2 - Urban Core Community Activity Center

UCAC-3 - Urban Core Regional Activity Center

UEAC-1 - Urban Edge Community Activity Center

UEAC-2 - Urban Edge Regional Activity Center

AC-1 - Neighborhood Activity Corridor

AC-2 - Community Activity Corridor

AC-3 - Regional Activity Corridor

EC - Employment Campus

IND - Industrial

TU - Transportation & Utilities

SIA - Sports/Amusement

CI - Civic/Institutional

CBA - Central Business Area

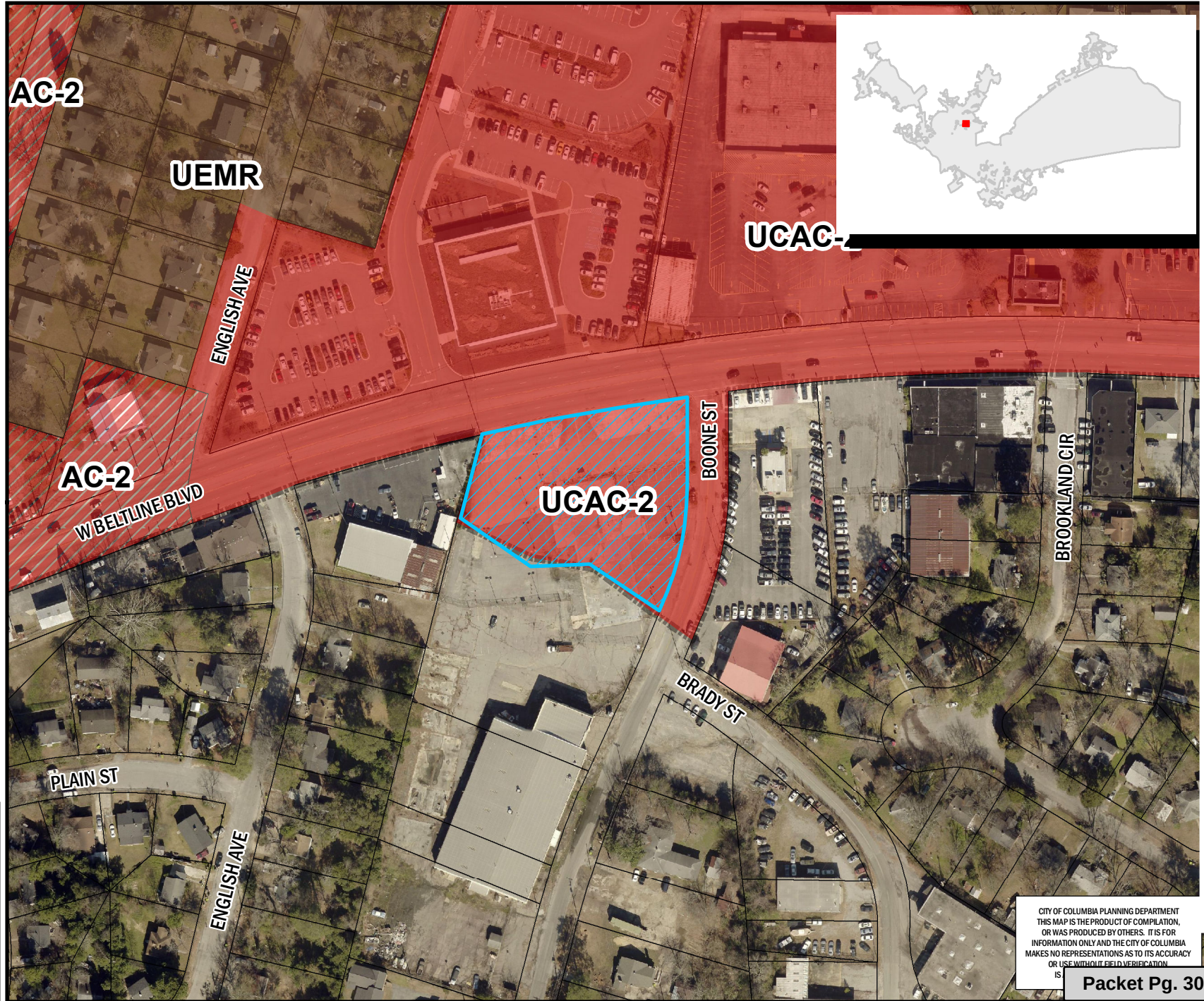
ZOO - Riverbanks Zoo & Garden

UC - Universities/Colleges

FJ - Fort Jackson

T/S - Transitional/Sensitive Lands

0 37.5 75 150 Feet



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 2/8/2021



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: LUMAConfirm_1.43acWBeltline 4030 - PH Case Summary (6517 : Comprehensive Plan -

Zoning Map

Department of Planning & Development Services

1.43 acre portion of 4030 W. Beltline Blvd., TMS# 11609-
Current Interim Zoning: C-3, Proposed Zoning: C-3

25.a

Legend

PARCELS

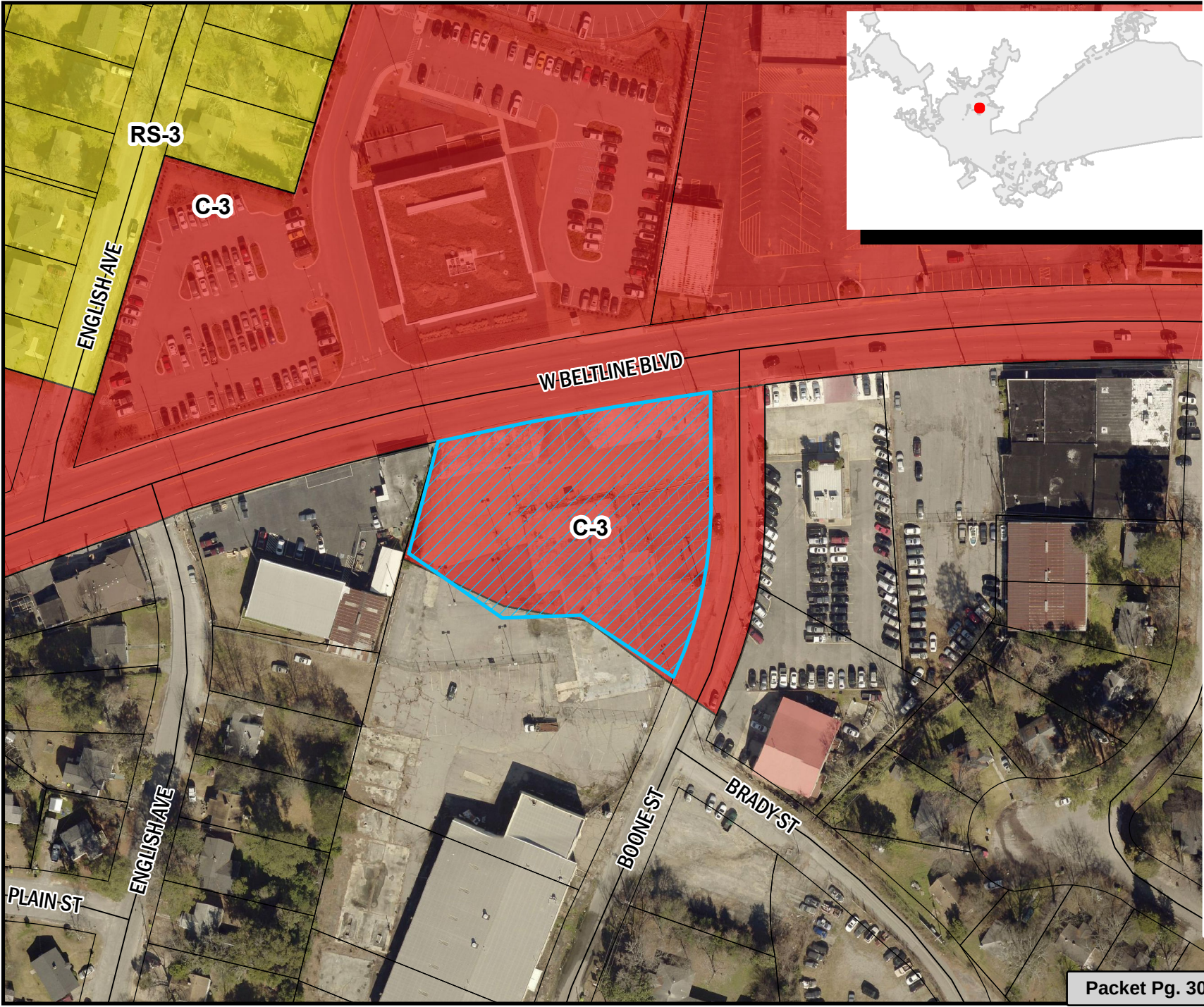
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
February 8, 2021

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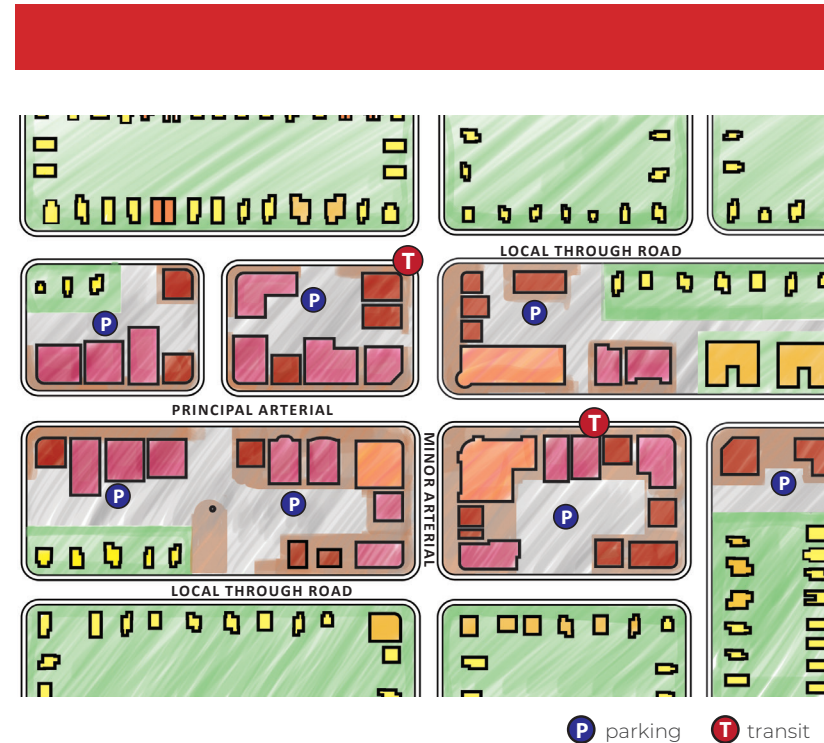


Attachment: LUMAConfirm_1.43acWBeltline 4030 - PH Case Summary (6517 : Comprehensive Plan -

Development Types

URBAN CORE COMMUNITY ACTIVITY CENTER (UCAC-2)

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three-mile to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.



UCAC-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

UCAC-2 DEVELOPMENT PATTERN/CONTEXT

- Blocks are square or rectangular, and the uses in the activity center typically occupy only a quarter or half of the block. Alleyways are not common but can be used in redevelopment or infill to provide access to 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.
- 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, and in some cases structured parking may be required in Community Activity Centers. Multimodal transit should also be factored into the design of activity centers.
- 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 but may include grander elements than found in Neighborhood Activity Centers. The majority of buildings are two to four stories; taller structures are strategically located where increased density and intensity are appropriate.

ORDINANCE NO.: 2021-018

Amending the Columbia Compass: Envision 2036 Map to include a 1.43 acre portion of 4030 West Beltline Boulevard; Richland County TMS# 11609-10-36(p); annexed by Ordinance No 2020-092 enacted October 20, 2020

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

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

WHEREAS, a 1.43 acre portion of 4030 West Beltline Boulevard; Richland County TMS# 11609-10-36(p), filed for petition on August 12, 2020, and shall be assigned the designated future land use classification of Urban Core Community Activity Center (UCAC-2), and the Columbia Compass: Envision 2036 Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2021, that a 1.43 acre portion of 4030 West Beltline Boulevard; Richland County TMS# 11609-10-36(p), annexed into the City of Columbia by Ordinance No.: 2020-092 enacted on October 20, 2020, shall be incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020. This property shall be apportioned to City Council District 2, Census Tract 9, contains 1.43 acres, and shall be assigned a future land use classification of Urban Core Community Activity Center (UCAC-2).

Requested by:

Assistant City Manager Gentry _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:

Senior Assistant City Attorney _____

City Clerk _____

Introduced:

Final Reading:

Future Land Use Map

Department of Planning & Development Services

1.43 acre portion of 4030 W. Beltline Blvd., TMS# 11609.
Existing Interim FLU: UCAC-2, Proposed FLU: UCAC-2

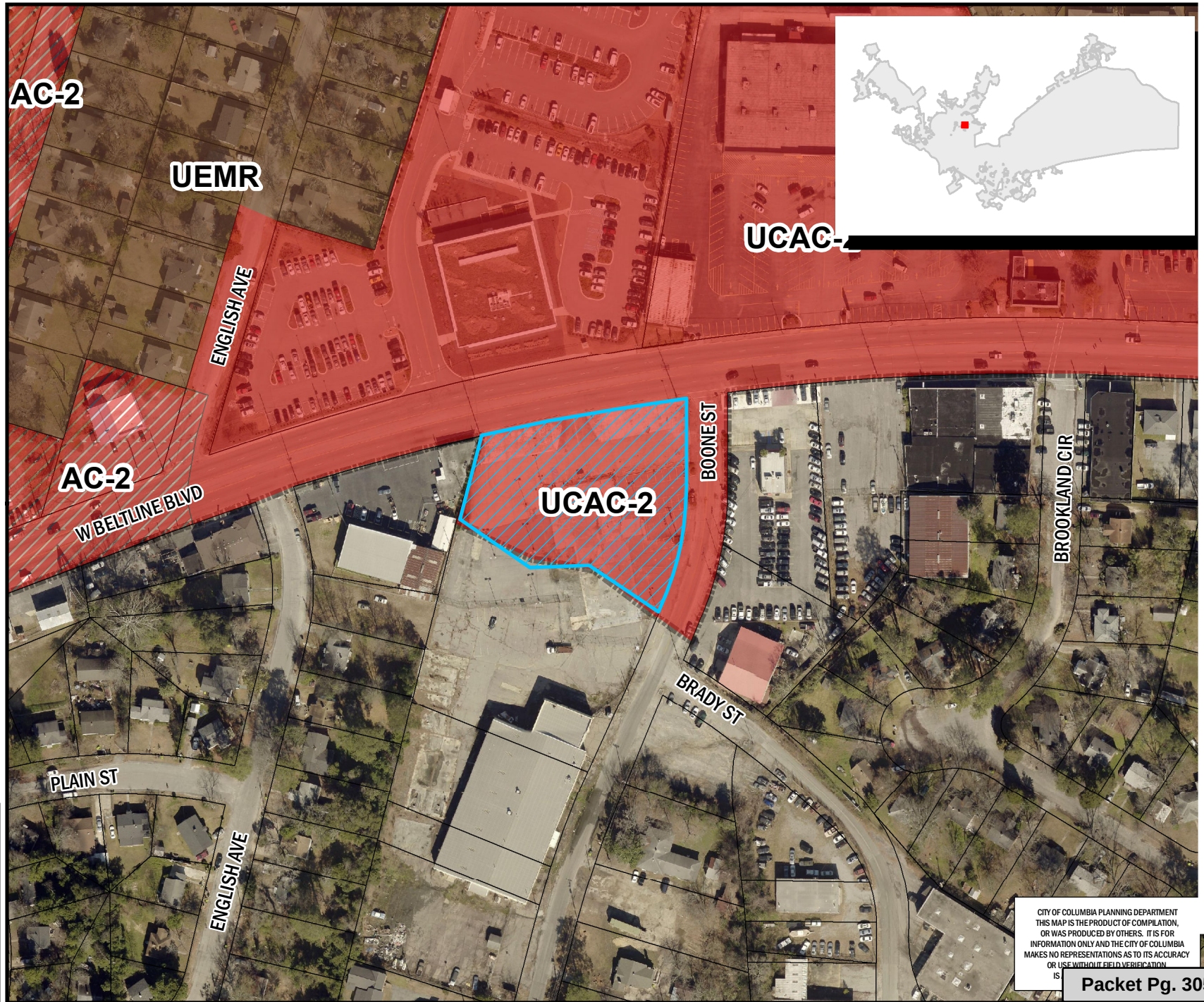
25.b

Legend

- CITY LIMITS
- PARCELS
- WBeltline4030_1.43ac
- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SIA - Sports/Amusement
- CI - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- UC - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands

0 37.5 75 150 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 2/8/2021



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Packet Pg. 305

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2021-018 amend Columbia Compass 2036 Map to add 1.43 acre portion of 4030 West Beltline



We Are Columbia



CITY COUNCIL

March 16, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY

1.43 acre portion of 4030 West Beltline Boulevard; TMS# 11609-10-36(p)

Council District:	2
Proposal:	Request to affirm zoning of General Commercial District (C-3) following the annexation of the property. The property currently has interim zoning of General Commercial District (C-3).
Applicant:	Dick Smith Motors, Inc. / WTC of West Beltline, LLC
Staff Recommendation:	Approval
PC Recommendation:	09/14/2020; Approval (8-0)
Annexation, 1 st Reading:	10/06/2020; Approval
Annexation, 2nd Reading:	10/20/2020; Approval
Land Use Map Amendment Confirmation, 1 st Reading:	03/16/2021; Pending
Land Use Map Amendment Confirmation, 2 nd Reading:	04/06/2021; Pending
Zoning Map Amendment Confirmation, 1 st Reading:	03/16/2021; Pending
Zoning Map Amendment Confirmation, 2 nd Reading:	04/06/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.43 acres

Current Use: Commercial (vacant)

Proposed Use: Commercial

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole

Current Interim Land Use Classification: Urban Core Community Activity Center (UCAC-2)

Proposed Land Use Classification: Urban Core Community Activity Center (UCAC-2)

Current Interim Zoning: General Commercial District (C-3)

Proposed Zoning: General Commercial District (C-3)

Census Tract: 9

PROPOSED ZONING DISTRICT SUMMARY

The parcel currently has interim zoning of General Commercial District (C-3). Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the North. Surrounding parcels within unincorporated Richland County are currently zoned General Commercial District (C-3) to the West, South, and East and RS-HD to the East.

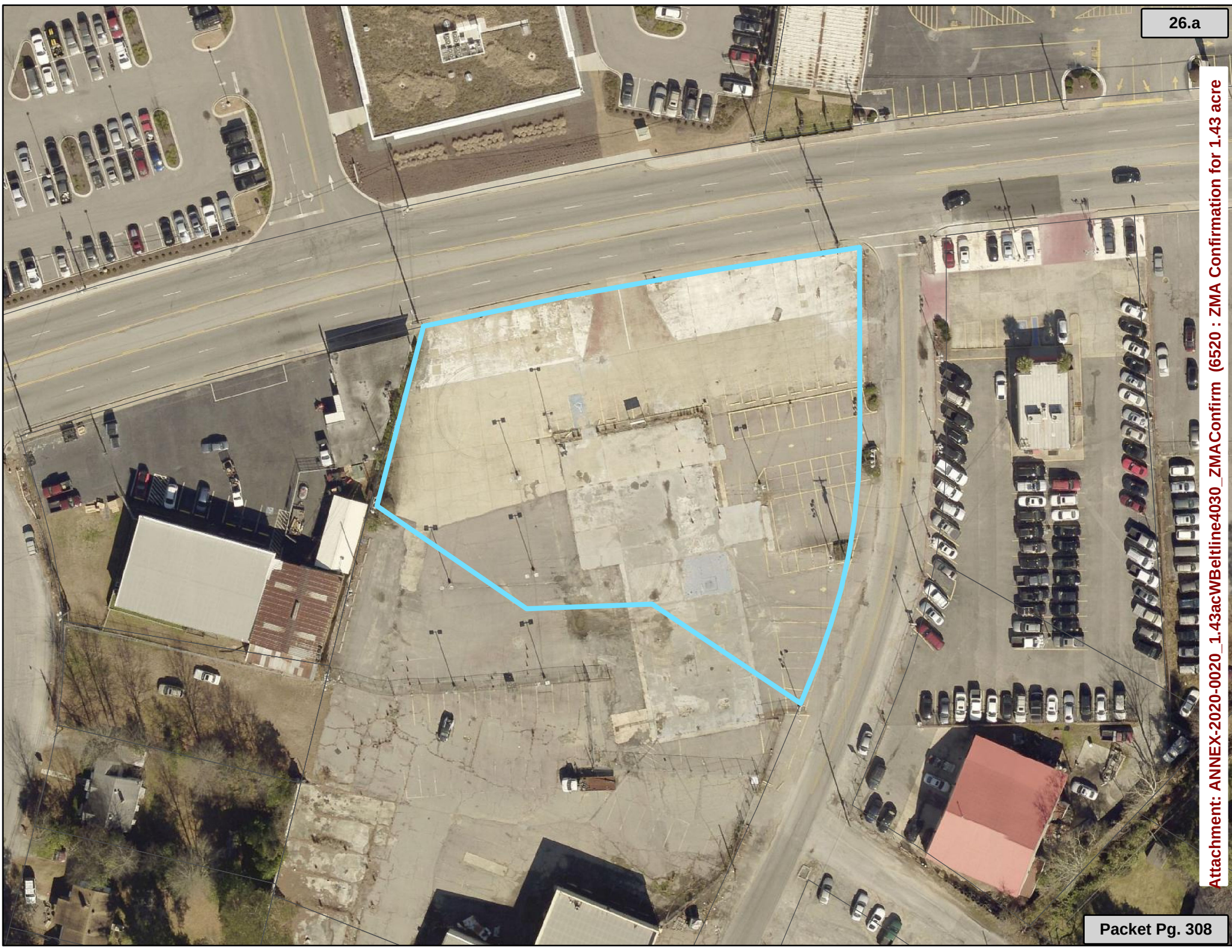
The proposed City of Columbia zoning district is General Commercial District (C-3).

General Commercial District (C-3)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends City Council affirm the zoning of General Commercial District (C-3) for the property.



Zoning Map

Department of Planning & Development Services

1.43 acre portion of 4030 W. Beltline Blvd., TMS# 11609-
Current Interim Zoning: C-3, Proposed Zoning: C-3

26.a

Legend

PARCELS

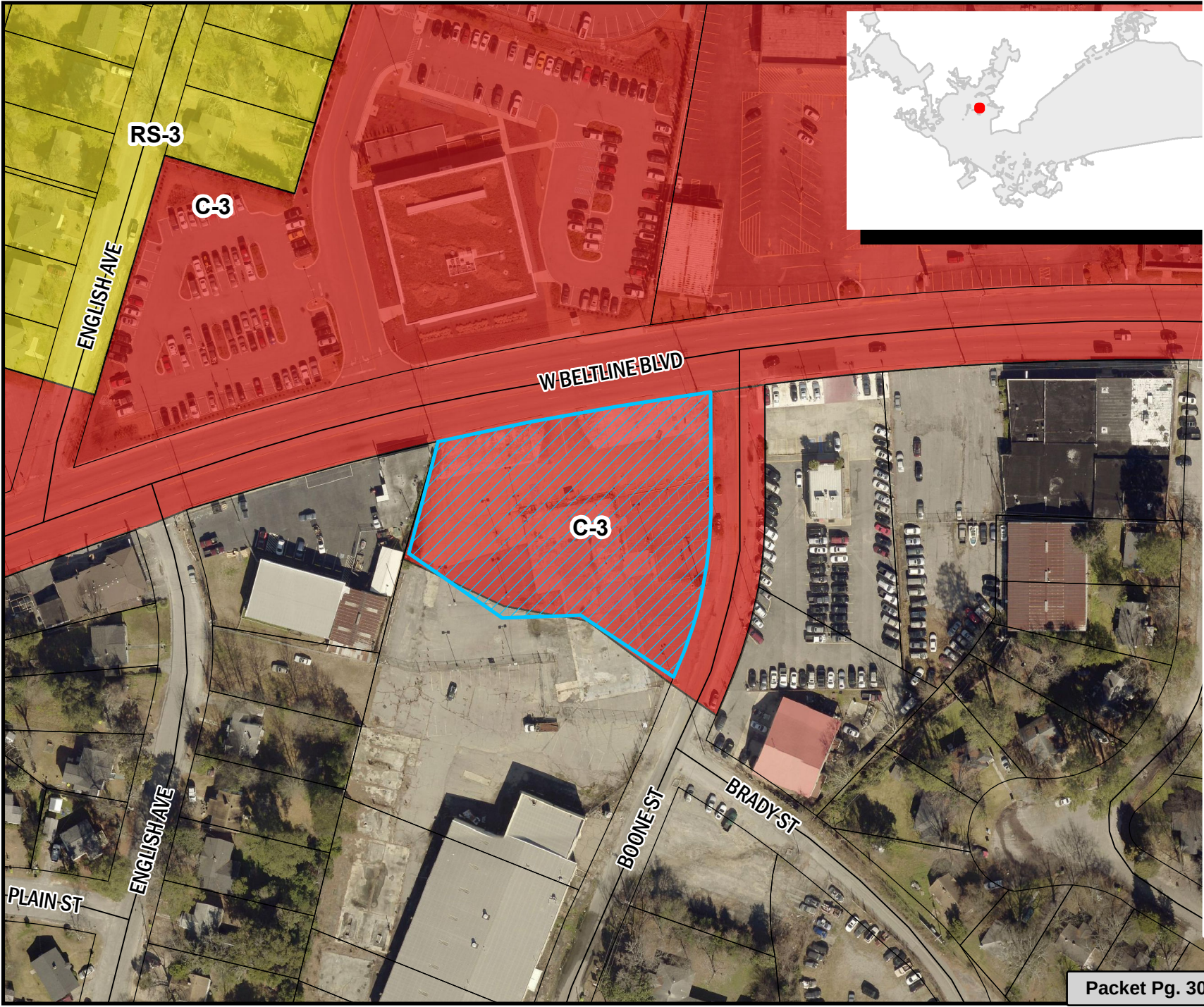
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
February 8, 2021

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Attachment: ANNEX-2020-0020_1.43acWBeltline4030_ZMAConfirm (6520 : ZMA Confirmation for 1.43 acre



CITY COUNCIL

March 16, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

FUTURE LAND USE MAP CONFIRMATION AMENDMENT CASE SUMMARY 1215 Shop Road; TMS# 11210-01-02

Council District:	3
Proposal:	Request to affirm land use classification Industrial (IND) following the annexation of the property. The property currently has interim classification of Industrial (IND).
Applicant:	Hood Real Estate Investments, LLC
PC Recommendation:	11/02/2020; Approval (8-0)
Annexation, 1 st Reading:	11/17/2020; Approval
Annexation, 2nd Reading:	02/02/2021; Approval
Land Use Map Amendment Confirmation, 1 st Reading:	03/16/2021; Pending
Land Use Map Amendment Confirmation, 2 nd Reading:	04/06/2021; Pending
Zoning Map Amendment Confirmation, 1 st Reading:	03/16/2021; Pending
Zoning Map Amendment Confirmation, 2 nd Reading:	04/06/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

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

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

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

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

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

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Industrial (IND) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned an interim future land use of Industrial (IND).

Industrial areas are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate these uses, and should provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.

Primary Types

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

Secondary Types

- Power Utilities
- Water & Wastewater Treatment

Tertiary Types

- Commercial Small to Extra Large
- Parking Structures & Lots

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

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

STAFF RECOMMENDATION

Staff recommends City Council adopt an ordinance to amend the *Columbia Compass: Envision 2036* Future Land Use Map to affirm the assignment of the Industrial (IND) land use classification for the property.



Future Land Use Map

Department of Planning & Development Services

1215 Shop Road, TMS# 11210-01-02;
Existing Interim FLU: IND, Proposed FLU: IND

27.a

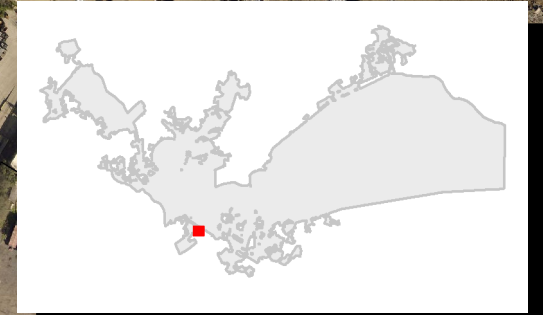
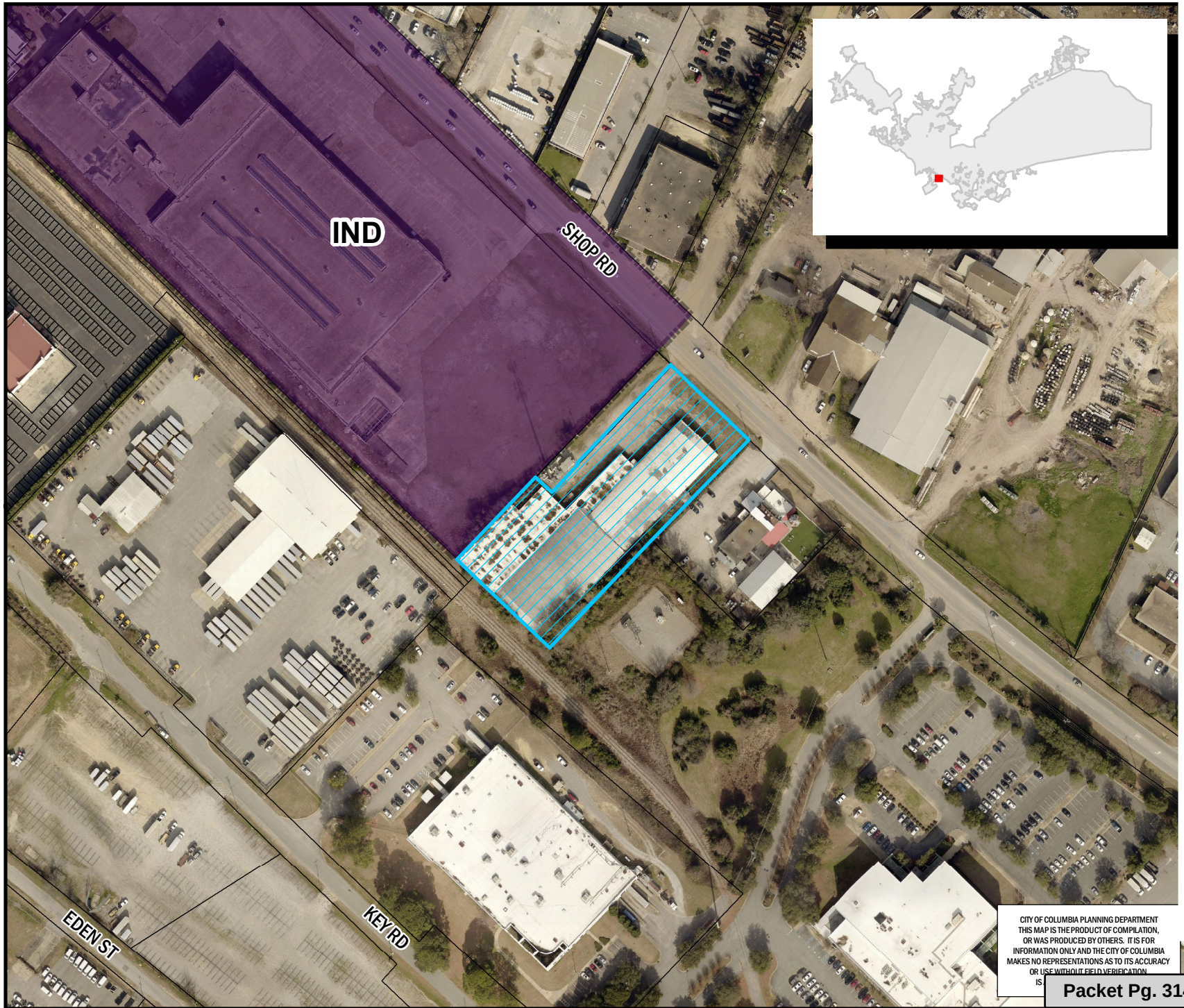
Legend

CITY LIMITS
PARCELS

Cand680_0_47ac

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

0 50 100 200 Feet



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



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Packet Pg. 314

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: LUMAConfirm_1215 Shop Road - PH Case Summary (6524 : Comprehensive Plan - Future

Zoning Map

Department of Planning & Development Services

1215 Shop Road, TMS# 11210-01-02;
Existing Interim Zoning: M-1, Proposed Zoning: M-1

27.a

Legend

PARCELS

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

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
October 21, 2020

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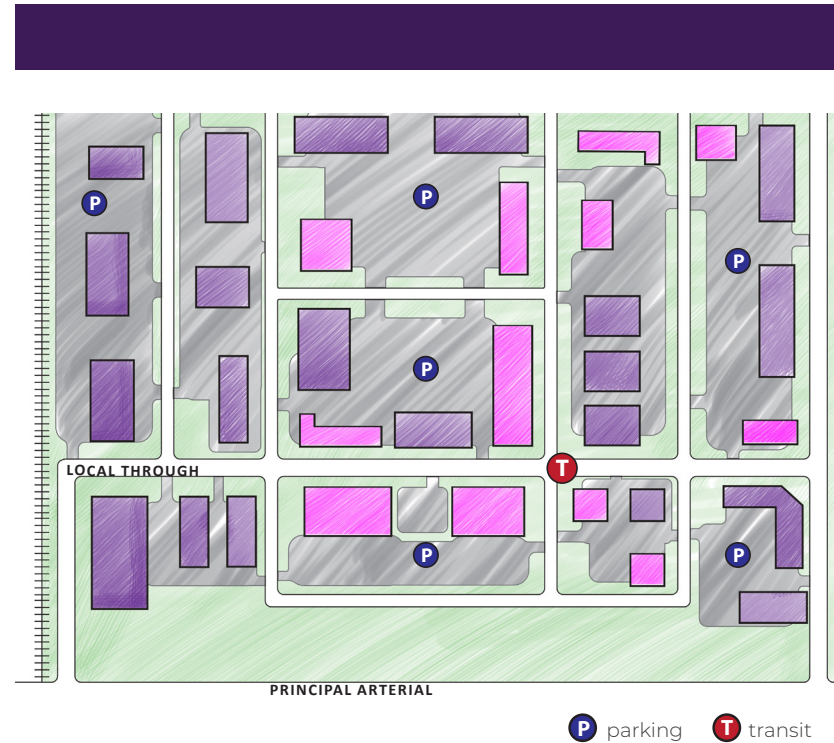


Attachment: LUMAConfirm_1215 Shop Road - PH Case Summary (6524 : Comprehensive Plan - Future

Development Types

INDUSTRIAL (IND)

Industrial areas are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate these uses, and should provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.



IND BUILDING TYPES/LAND USES

PRIMARY TYPES

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

SECONDARY TYPES

- Power Utilities
- Water & Wastewater Treatment

TERTIARY TYPES

- Commercial Small to Extra Large
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

IND DEVELOPMENT PATTERN/CONTEXT

- Industrial areas are typically near rail lines or highways, and include warehouses, manufacturing and production facilities, laboratories, and high-tech uses.
- Most industrial areas require significant land area to accommodate large and very large format buildings as well as sufficient buffers from adjacent, non-compatible uses.
- Streets need to be designed to adequately accommodate semi-truck and trailer traffic.
- Sites are typically configured to meet the specific needs of the developer, but large format sites maintain significant flexibility for reuse.



ORDINANCE NO.: 2020-017

Amending the Columbia Compass: Envision 2036 Map to include 1215 Shop Road; Richland County TMS# 11210-01-02; annexed by Ordinance No: 2020-101 enacted February 2, 2021

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

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

WHEREAS, 1215 Shop Road; Richland County TMS# 11210-01-02, filed for petition on October 13, 2020, and shall be assigned the designated future land use classification of Industrial (IND), and the Columbia Compass: Envision 2036 Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ____ day of _____, 2021, that 1215 Shop Road; Richland County TMS# 11210-01-02, annexed into the City of Columbia by Ordinance No.: 2020-101 enacted on February 22, 2021, shall be incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020. This property shall be apportioned to City Council District 3, Census Tract 117.01, contains 1.86 acres, and shall be assigned a future land use classification of Industrial (IND).

Requested by:

Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

Future Land Use Map

Department of Planning & Development Services

1215 Shop Road, TMS# 11210-01-02;
Existing Interim FLU: IND, Proposed FLU: IND

27.b

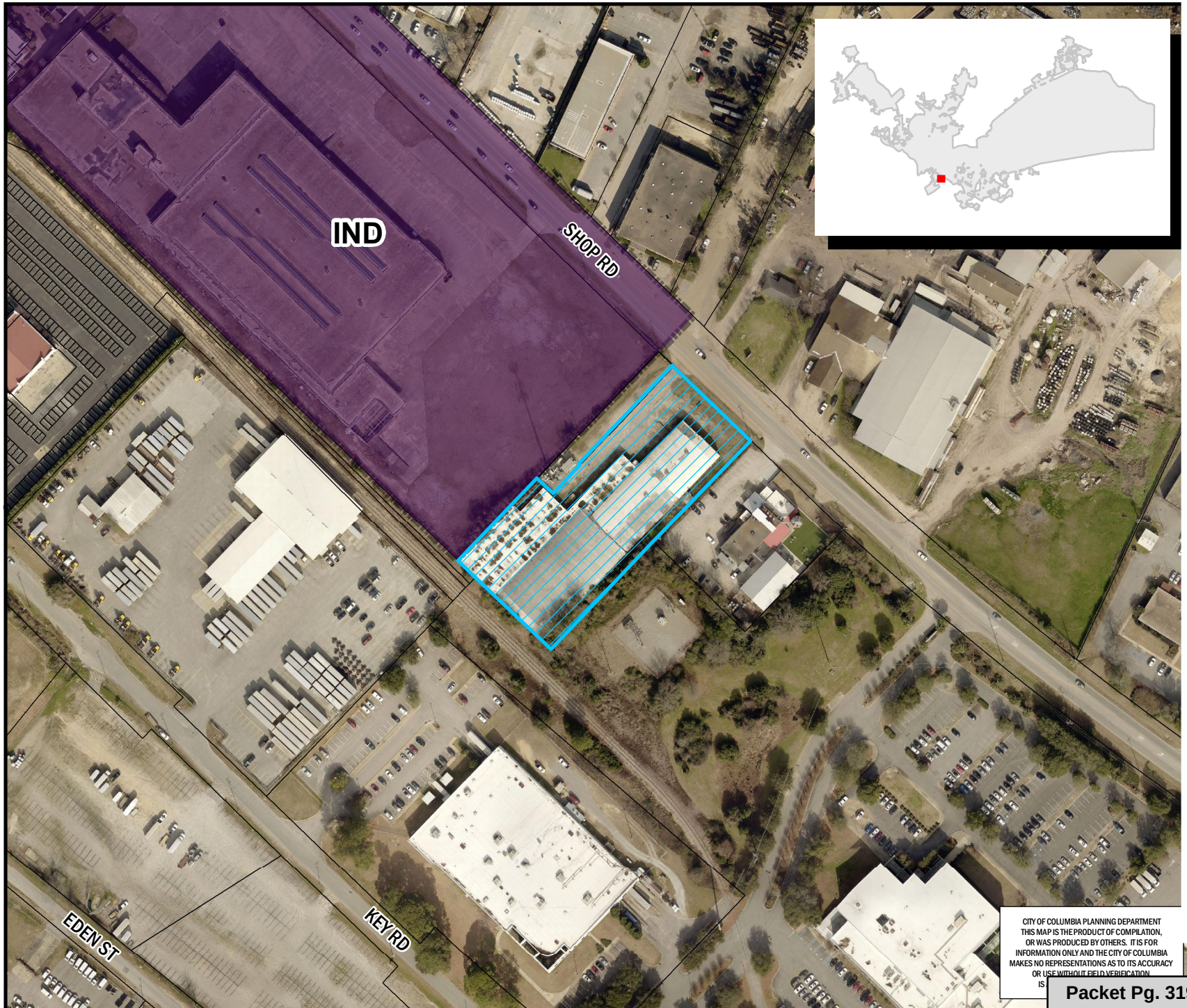
Legend

CITY LIMITS
PARCELS

Cand680_0_47ac

UCMR-1 - Urban Core Mixed Residential - 1
UCMR-2 - Urban Core Mixed Residential - 2
UCMR-3 - Urban Core Mixed Residential - 3
UEMR - Urban Edge Mixed Residential
UCMF - Urban Core Multi-family
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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
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SIA - Sports/Amusement
CII - Civic/Institutional
CBA - Central Business Area
ZOO - Riverbanks Zoo & Garden
UIC - Universities/Colleges
FJ - Fort Jackson
TJS - Transitional/Sensitive Lands

0 50 100 200 Feet



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



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Packet Pg. 319

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2021-017 amend Columbia Compass 2036 to add 1215 Shop Road (6524 : Comprehensive



CITY COUNCIL

March 16, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY 1215 Shop Road; TMS# 11210-01-02

Council District:	3
Proposal:	Request to affirm the zoning of Light Industrial District (M-1) following the annexation of the property. The property currently has interim zoning of Light Industrial District (M-1).
Applicant:	Hood Real Estate Investments, LLC
PC Recommendation:	11/02/2020; Approval (8-0)
Annexation, 1 st Reading:	11/17/2020; Approval
Annexation, 2nd Reading:	02/02/2021; Approval
Land Use Map Amendment Confirmation, 1 st Reading:	03/16/2021; Pending
Land Use Map Amendment Confirmation, 2 nd Reading:	04/06/2021; Pending
Zoning Map Amendment Confirmation, 1 st Reading:	03/16/2021; Pending
Zoning Map Amendment Confirmation, 2 nd Reading:	04/06/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

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

Attachment: ZMA Confirm_1215 Shop Road (6522 : ZMA Confirmation for 1215 Shop Road)

PROPOSED ZONING DISTRICT SUMMARY

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

The proposed City of Columbia zoning district is Light Industrial District (M-1).

Light Industrial District (M-1)

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

STAFF RECOMMENDATION

Staff recommends City Council affirm the zoning of Light Industrial District (M-1) on the property.



Attachment: ZMAConfirm_1215 Shop Road (6522 : ZMA Confirmation for 1215 Shop Road)

Zoning Map

Department of Planning &
Development Services

1215 Shop Road, TMS# 11210-01-02;
Existing Interim Zoning: M-1, Proposed Zoning: M-1

28.a

Legend

PARCELS

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

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
October 21, 2020

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Attachment: ZMA Confirm_ 1215 Shop Road (6522 : ZMA Confirmation for 1215 Shop Road)



CITY COUNCIL

March 16, 2021 at 2:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

AMENDMENT TO UNIFIED DEVELOPMENT ORDINANCE Revise Effective Date of Ordinance

Proposal:	Amendment to the new Chapter 17 of the Columbia Code of Ordinances entitled “Unified Development Ordinance” adopted August 20, 2019, revising the effective date of Ordinance to August 30, 2021.
Pertinent Sections:	Chapter 17 of the Columbia Code of Ordinances
Applicant:	Rachel Bailey, Zoning Administrator
Staff Recommendation:	Approval
PC Recommendation:	03/01/2021; Approval (7-0)
ZPH, 1 st Reading:	03/16/2021; Pending
2 nd Reading:	03/30/2021; Pending

DETAIL

The Unified Development Ordinance was adopted by City Council on August 20, 2019. An effective date of May 1, 2020 was set at that time to provide time for staff to redraw the zoning maps and update documents and files to correspond with the new Ordinance. The date was revised to November of 2020 and then, due to COVID-19, to March 31, 2021. Virtual public meetings were held in September of 2020 and one-on-one opportunities were offered to citizens as a means to gather input. Further one-on-one opportunities were offered in January of 2021 and staff attended several neighborhood meetings. Staff is now proposing a final effective date of August 30, 2021 to make the revisions resulting from Council and citizen input and to update permitting software and documents.

January 19, 2021	Public Hearing
January 20-25, 2021	Additional One-on-One Appointments
January 20 - February 26, 2021	Period for additional input/Stakeholder-Neighborhood Meetings
March 16, 2021	City Council amend effective date to August 30, 2021/Review input and proposed changes
April 6, 2021	City Council 1 st Reading of new zoning map
May 3, 2021	Planning Commission consideration of revisions to zoning map
June 6, 2021	City Council 2 nd Reading of new zoning map (effective August 30, 2021)
July 20, 2021	City Council Public Hearing and 1 st Reading on revisions to zoning map
August 3, 2021	City Council 2nd Reading on revisions to zoning map (effective August 30, 2021)
August 30, 2021	UDO and Revised Map Effective

A copy of the adopted code in its entirety and the proposed maps can be found at www.weplantogether.org.

STAFF RECOMMENDATION

Staff recommends City Council approve the request.

Attachment: TA-2021-0001_TA-UDOEEffectiveDate_Mar21Update (6526 : TA - UDO Revised Effective Date of Ordinance)

ORDINANCE NO.: 2021-014

*Amending the effective date of Ordinance No.: 2020-099, adopting the
"The Unified Development Ordinance of the City of Columbia, South Carolina as
adopted August 20, 2019"*

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2021 that Ordinance No.: 2020-099 enacted on December 1, 2020 with an effective date of March 31, 2021 adopted the "The Unified Development Ordinance of the City of Columbia, South Carolina as adopted August 20, 2019", is hereby amended to reflect an effective date of August 30, 2021.

A copy of the "The Unified Development Ordinance of the City of Columbia, South Carolina as adopted August 20, 2019" is attached hereto and incorporated herein by reference and available for inspection by contacting the City Clerk, City Hall, 3rd Floor, 1737 Main Street, Columbia, South Carolina, 29201; (803) 545-3045; cityclerk@columbiasc.net, or the Zoning Division, 1136 Washington Street, Columbia, South Carolina, 29201; (803) 545-3333, or viewed online at <http://www.weplanttogether.org>.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:



CITY COUNCIL

January 19, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ADOPTION OF NEW CITY OF COLUMBIA ZONING MAP

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

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

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

ZPH, 1st Reading: Pending (Proposed schedule at end of summary)

2nd Reading: Pending

SUMMARY

The matter before City Council is consideration of a new zoning map for the City. This is the final step in the adoption of the Unified Development Ordinance (UDO). The UDO (Chapter 17 of the Columbia Code of ordinances) was adopted by City Council on August 20, 2019 and amended in June of 2020 and replaces the zoning and land development ordinance. The new UDO contains new and revised zoning districts and, to implement the regulations, a new map establishing these districts to parcels in the City needs to be adopted. The maps have been published online since March 2020 and a virtual public meeting was held in September 2020. Staff offered one-on-one meetings to the public to discuss the draft map and additional opportunities will be made available for the public to meet with staff to discuss specific properties and have questions answered. The current effective date of the map and the Ordinance is March 31, 2021; however, this date is proposed to be changed by Council to permit additional time for review and comment. Since publication, through input and review, staff has noted needed changes to the map. These, and others requested by Council, will be processed for review by Planning Commission and Council prior to the effective date established by Council. A proposed schedule is included at the end of the summary.

A PDF copy of the proposed map to include overlay districts is included with this packet. Links to the digital copy of the map with parcel information as well as the text of the Uniform Development Ordinance can be found at www.weplantogether.org/columbiareview. If a member of the public would like to make an appointment to review a printed copy of the map, they may contact the Zoning Office at 803-545-3333.

UNIFORM DEVELOPMENT ORDINANCE BACKGROUND/ TIMELINE

To assist in understanding the new zoning map, which implements the new UDO, a summary of the need and content of the UDO is warranted. Most directly applicable to the map is Article 3: Zoning Districts. Columbia's zoning code was last updated in the 1970s and, while there are provisions that have aged well, much of it no

longer reflects best practices of modern planning and zoning. It proves to be a blunt tool when implementing land use and design recommendations that arise from planning initiatives with one consequence being the overuse of Planned Unit Developments (PUD) and excessive variance and special exception requests. Furthermore, due to successive patches and amendments, it is a document that is largely unintelligible to those not accustomed to working with it on a regular basis.

To properly set the policy guidance needed to write development regulations, the City developed and adopted a new Land Use Plan, called Plan Columbia, in 2015. This plan was developed with more specificity than usual with the knowledge that a new code would follow adoption. Work on the new code began in late 2015 with the assistance of Clarion and Associates, the City's Code Consultants. The work program was as follows:

- Project Initiation
- Code Assessment
- Draft Development Code Module 1, 2, And 3
- Public Hearing Draft Development Code

PROJECT TIMELINE

Public meetings, City Council presentations, and stakeholder meetings were held to inform and receive input and feedback on the code. These meetings included:

May 11-13, 2015:	Public Forum and Stakeholder Interviews
February 16-17, 2016:	Public Meetings RE: Code Assessment presentation and discussion
May 23-24, 2016:	Public Meetings RE: Module 1
January 17-18, 2018:	Public Meetings RE: Modules 2 and 3
March 27, 2018:	Public Meetings RE: Modules 2 and 3
January 2019:	Planning Commission Recommendation
March 19, 2019:	City Council Public Hearing
July 16, 2019:	City Council Work Session
August 20, 2019:	City Council 2 nd Reading Approval of UDO

Upon approval of the UDO, staff began the work of drafting a new zoning map to correspond to the new UDO. Meetings associated with this initiative were delayed due to the pandemic, but included:

March 3, 2020:	Draft Zoning Map released for review and comment
September 29, 2020:	Virtual Public Meeting re: Zoning Map
September 30 -October 8, 2020:	One-on-One Meetings

All documents associated with the project, along with meeting updates are posted at the project website: www.weplantogether.org/columbiareview

SUMMARY OF UNIFIED DEVELOPMENT ORDINANCE

The Unified Development Ordinance incorporates zoning and land development (subdivision) regulations into a single document. It is organized into nine articles and what follows is a brief summary of each article.

ARTICLE 1 – GENERAL PROVISIONS

This article contains general provisions that are relevant to the entire Ordinance and includes the legal authorization for the adoption of the code. Specifically, this article includes sections that:

- Establish the title, or official name, of the document;

- Identify the statutory authority of the City to adopt the UDO;
- Provide the general purpose and intent of the City Council in adopting the UDO;
- Set out what activity is subject to the Ordinance;
- Identify the City-adopted comprehensive plan and other plans that serve as policy guides to administration of the Ordinance;
- Clarify that the stricter provision applies if Ordinance provisions conflict with other regulations;
- Formally adopt and incorporate by reference the Official Zoning Map, provide rules for interpreting zoning district boundaries, and establish procedures for designating the zoning district classification of land when it is annexed;
- Establish the date upon which the UDO becomes effective and repeal the current code sections that are being replaced by the UDO;
- Establish rules governing the rights of development approved under the previous regulations and pending development applications submitted before the effective date of the UDO;
- Provide for the establishment of a vested right; and
- Provide a severability provision.

ARTICLE 2 – ADMINISTRATION

This article creates a simple but impactful change, which is to consolidate and streamline all procedures for development review in one article. As discussed in the Ordinance Assessment, this article is intended to improve the efficiency and transparency of the City’s development review processes by consolidating and standardizing generally applicable procedures and requirements, streamlining existing review procedures, and adding more flexible procedures. The article is organized into five sections.

Section 17-2.1, Purpose and Organization of this Article, provides an overview of the organization of the article.

Section 17-2.2, Summary Table of Development Review Responsibilities, consists of a summary table of development review procedures that provides an overview of the development approvals and permits required under the Ordinance, and the staff and advising and decision-making bodies responsible for review and decision-making on each application.

Section 17-2.3, Advisory and Decision-making Bodies and Persons, identifies and clarifies the roles of the different bodies and staff responsible for review, advice, and decision-making on development applications. The section identifies what responsibilities staff and each of the advising and decision-making bodies has in the development review process.

Section 17-2.4, Standard Review Procedures, establishes a standard set of review procedures that are generally applicable to the review of development applications. It provides the framework under which the City’s basic development review procedures for applications are made uniform to the greatest degree possible.

Section 17-2.5, Application-Specific Review Procedures and Decision Standards, supplements the standard review procedures. For each type of development application, it identifies the purpose of the development application and/or review process; in what situations application approval is necessary; the standard review procedures that are required, together with any applicable modifications of or additions to the standard procedures; and the standards for making a decision on the application.

ARTICLE 3 – ZONING DISTRICTS

This article establishes the basic standards for the various base, planned unit development, and overlay zoning districts. The base districts include residential, activity and corridor, institutional and campus, and industrial districts, consistent with the structure of development types established in *Plan Columbia*. In addition, the line-up carries forward several current zoning districts, and also modifies and adds new districts to better align the structure to policy direction in *Plan Columbia* and to make the current regulations more user-friendly and efficient.

Residential district regulations stay largely the same as they are in current code. A notable change in the non-residential districts is that many more are mixed-use and the use and dimensional standards are based on the context of the development, instead of a one-size-fits-all approach. The contexts are Neighborhood, Community, and Regional. They are further refined by whether they apply to an Activity Center or a Corridor. Historic and design district overlays remain with name changes.

The format of the district regulations is greatly enhanced with the use of 2D and 3D graphics, photos to show example development types, and tables to more concisely summarize standards.

ARTICLE 4 – USE REGULATIONS

This article consolidates regulations for principal, accessory, and temporary uses. It includes use tables that identify what uses are allowed in what zoning districts. It also includes standards that apply generally and standards that apply to specific principal, accessory, and temporary uses.

Section 17-4.1, Organization of this Article, provides an overview of the organization of the article.

Section 17-4.2, Principal Uses, consolidates, reorganizes, and refines the table of permitted uses in the current zoning ordinance. Where possible, uses have been collapsed into a single use type, some new uses have been added, and the SIC-based organization has been replaced by a three-tiered organization. The revised use table lists principal uses and indicate whether they are permitted by right, subject to specific standards (conditional), or require a special exception permit. This section also consolidates and organizes standards that apply to specific principal uses.

Section 17-4.3, Accessory Uses and Structures, consolidates accessory use regulations. It includes a use table for accessory uses organized in a similar manner as the principal use tables, general standards for all accessory uses and structures, and standards that apply to specific accessory uses and structures.

Section 17-4.4, Temporary Uses and Structures, consolidates regulations for temporary uses. It identifies temporary uses that do not require a temporary use permit. It also includes general standards for all temporary uses and structures, and standards that apply to specific temporary uses and structures.

ARTICLE 5 – DEVELOPMENT STANDARDS

This article consolidates all the development standards related to the physical layout of new development, other than the land development (subdivision) standards, which are in Article 6: Land Development (Subdivision) Standards. Standards are organized into 12 sections within Article 5.

Section 17-5.1, Access, Mobility, and Circulation, establishes new multimodal access and circulation standards for new development.

Section 17-5.2, Off-Street Parking, Bicycle Parking, and Loading, builds on the current off-street parking standards. It includes an updated table of minimum parking standards for all uses, revised dimensional standards for parking spaces and aisles, general location and design standards, expanded off-street parking alternatives, new parking reduction incentives and methodology, expanded standards for vehicle stacking spaces, new bicycle parking standards, and expanded standards for loading areas. Notable is the general reduction of parking requirements in more urban contexts and the elimination of requirements in additional districts in the urban core.

Section 17-5.3, Landscaping, expands and refines the landscaping standards in the current zoning ordinance. It includes new site landscaping standards that apply to certain residential and nonresidential development.

Section 17-5.4, Tree Protection, builds on standards for tree protection in the current zoning ordinance. It introduces new standards for the protection of trees eight inches in diameter or larger and for preservation of a percentage of the existing canopy cover on a development site.

Section 17-5.5, Open Space, establishes a minimum amount of open space set-asides required for new development, identifies what is and is not counted toward open space, and sets forth standards for design, ownership, and maintenance of open space set-asides.

Section 17-5.6, Neighborhood Compatibility, establishes neighborhood compatibility standards for new development that is adjacent to single-family detached or two-family dwellings in specific zoning districts.

Section 17-5.7, Form and Design Standards, includes two new sets of standards for form and design: one for multifamily residential development, and one for nonresidential and mixed-use development.

Section 17-5.8, Fences and Walls, consolidates and expands on the regulations governing fencing in the current zoning ordinance.

Sections 17-5.9, Exterior Lighting, establishes new standards for exterior lighting.

Section 17-5.10, Signs, reorganizes and updates the sign standards in the current zoning ordinance.

Section 17-5.11, Green Building Standards, establishes new standards for sustainable development practices.

Section 17-5.12, Incentives for Green Building Practices, establishes incentives for development that incorporates additional sustainable building features beyond what the standards require.

ARTICLE 6 – LAND DEVELOPMENT (SUBDIVISION) STANDARDS

This article establishes standards for new subdivisions.

Section 17-6.1, General Applicability, references the procedures for Subdivision approval and for variances from subdivision standards in Article 2: Administration.

Section 17-6.2, Minimum Design Standards, carries forward standards in the current subdivision regulations for streets, blocks, lots, and easements, and utilities. It also includes new standards for access, mobility, and circulation that are designed to improve the network of streets and pedestrian and bicycle facilities in new subdivisions, and references new open space set-aside standards in Article 5: Development Standards.

Section 17-6.3, Improvements and Sureties, identifies improvements that are required to be completed before a final plat can be approved. It also modernizes and expands provisions in the current subdivision regulations that allow approval of a final plat before all required improvements are completed if surety is provided.

Section 17-6.4, Cluster Housing Development, exempts subdivisions designed for single-family detached dwellings in certain zoning districts from standards for minimum lot area, minimum lot width, minimum lot depth, and maximum lot coverage if adequate screening and open space set-asides are provided.

ARTICLE 7 – NONCONFORMITIES

This article consolidates all provisions related to handling nonconforming uses and structures. There are new provisions for dealing with nonconforming site features, including off-street parking, landscaping, and signs. It builds on the partial compliance provisions in Sec. 17-411 of current zoning ordinance that pertain to expansions and renovations of existing buildings. It requires that specified nonconforming site features be brought into conformance with the standards on a sliding scale when a building or structure on the site is substantially altered (remodeled), or when the floor area of a building is enlarged by threshold percentages.

ARTICLE 8 – ENFORCEMENT

This article consolidates all enforcement procedures.

ARTICLE 9 – DEFINITIONS AND RULES OF MEASUREMENT

This article contains the standards rendering interpretations, rules of measurement, and definitions used in the UDO. This section greatly enhances the ease of using the code by consolidating each of these tools for administering and interpreting the code in one location. Terms are more clearly defined and consistent with usage elsewhere in the regulations and written in plain English.

Section 17-9.1, General Rules for Construction and Interpretation, addresses the meanings and intent of words and commonly used phrases, clarifies that the text is the controlling factor when a diagram, table, or chart differs from the text, discusses how time is to be calculated, and includes provisions authorizing the delegation of authority from specific City officials to professional-level designees.

Section 17-9.2, Rules of Measurement, establishes the rules for measuring bulk and dimensional requirements like height, width, setbacks, lot area, how encroachments into required yards will be determined and regulated, and the other measurements that are required to interpret standards

Section 17-9.3, Use Categories and Use Types, describes each use category identified in the Principal Use Table(s), outlining the principal characteristics of uses in the category and noting examples of included uses and examples of uses and structures deemed accessory to the included uses. It also defines each use type identified in the Principal Use Tables.

Section 17-9.4, Definitions, includes the definitions used in the new UDO.

NEXT STEPS/PROPOSED SCHEDULE

City Council will hold the public hearing to consider and receive input on the new maps. No action will be taken. To facilitate the ability of the public to review and have questions answered about specific properties, additional one-on-one appointments are available via phone or video conference. An appointment can be scheduled through a link located at www.columbiasc.gov/zoning or by calling 803-545-3333

Council will provide for additional time for input, after which, adoption of the maps will require two affirmative readings. To accommodate this time, we propose to reschedule the effective date of the code and ordinance. The delay in the effective date from adoption is needed to allow time to reconfigure software, revise applications, and associated procedures.

Staff, through public input and review, have discovered needed changes in the draft map and it is anticipated that additional parcels will be identified through the public hearing and one-on-ones. The proposed schedule for incorporating these changes and the remaining process follows.

January 19, 2021	Public Hearing
January 20-25, 2021	One-on-One Appointments
January 20 - February 26, 2021	Period for additional input/Stakeholder-Neighborhood Meetings
March 16, 2021	City Council amend effective date to August 30, 2021/Review input and proposed changes
April 6, 2021	City Council 1 st Reading of new zoning map
May 3, 2021	Planning Commission consideration of revisions to zoning map
June 6, 2021	City Council 2 nd Reading of new zoning map (effective August 30, 2021)
July 20, 2021	City Council Public Hearing and 1 st Reading on revisions to zoning map
August 3, 2021	City Council 2nd Reading on revisions to zoning map (effective August 30, 2021)
August 30, 2021	UDO and Map Effective

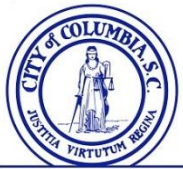
STAFF RECOMMENDATION

Staff recommends approval of the request.

City of Columbia

Proposed New Zoning Maps

November 2020

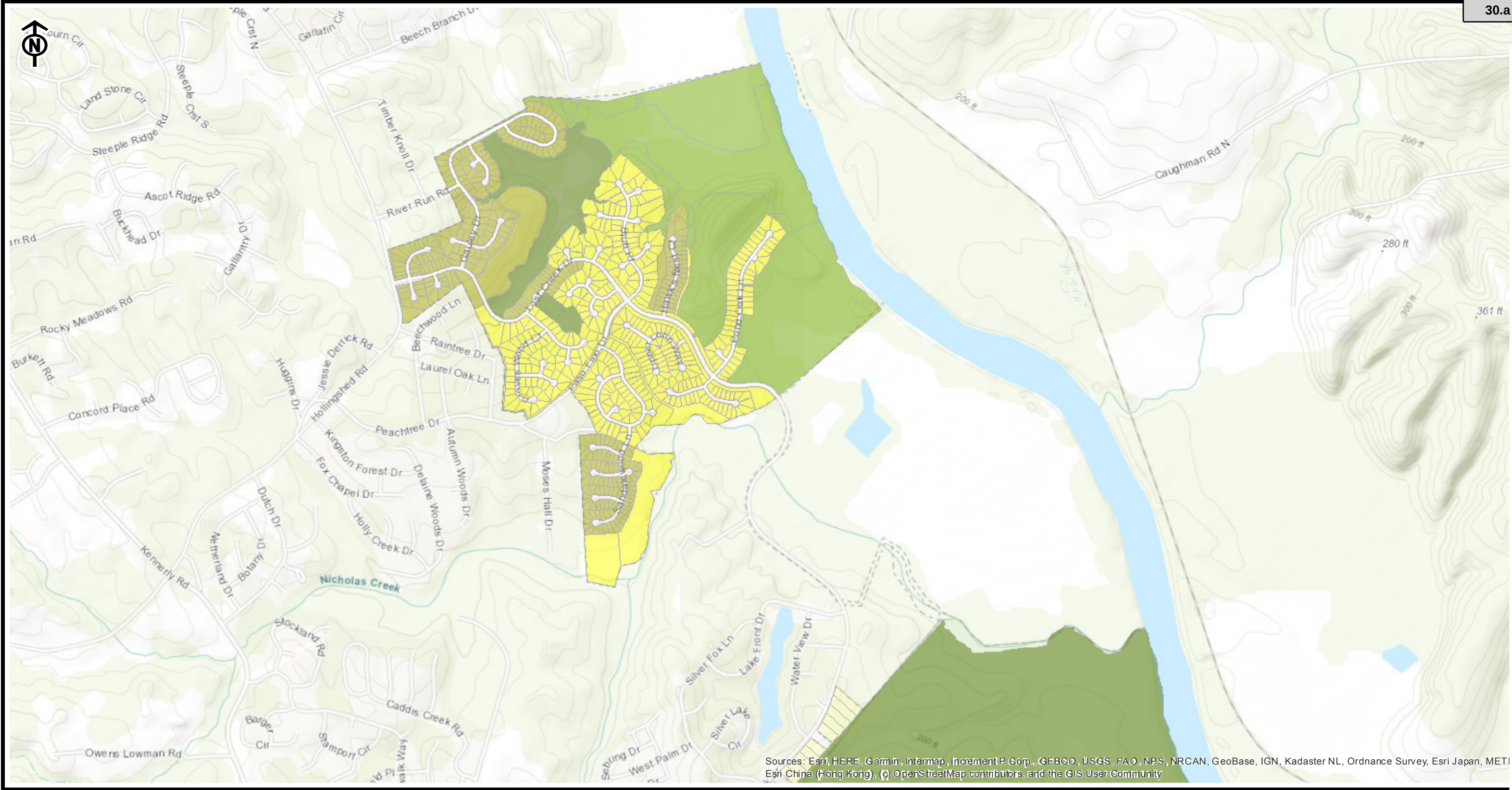


We Are Columbia



Packet Pg. 333

VISION STATEMENT



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

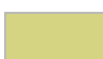


Proposed Zoning Map
City of Columbia

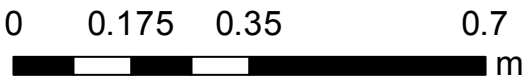


November 2020

Zoning District

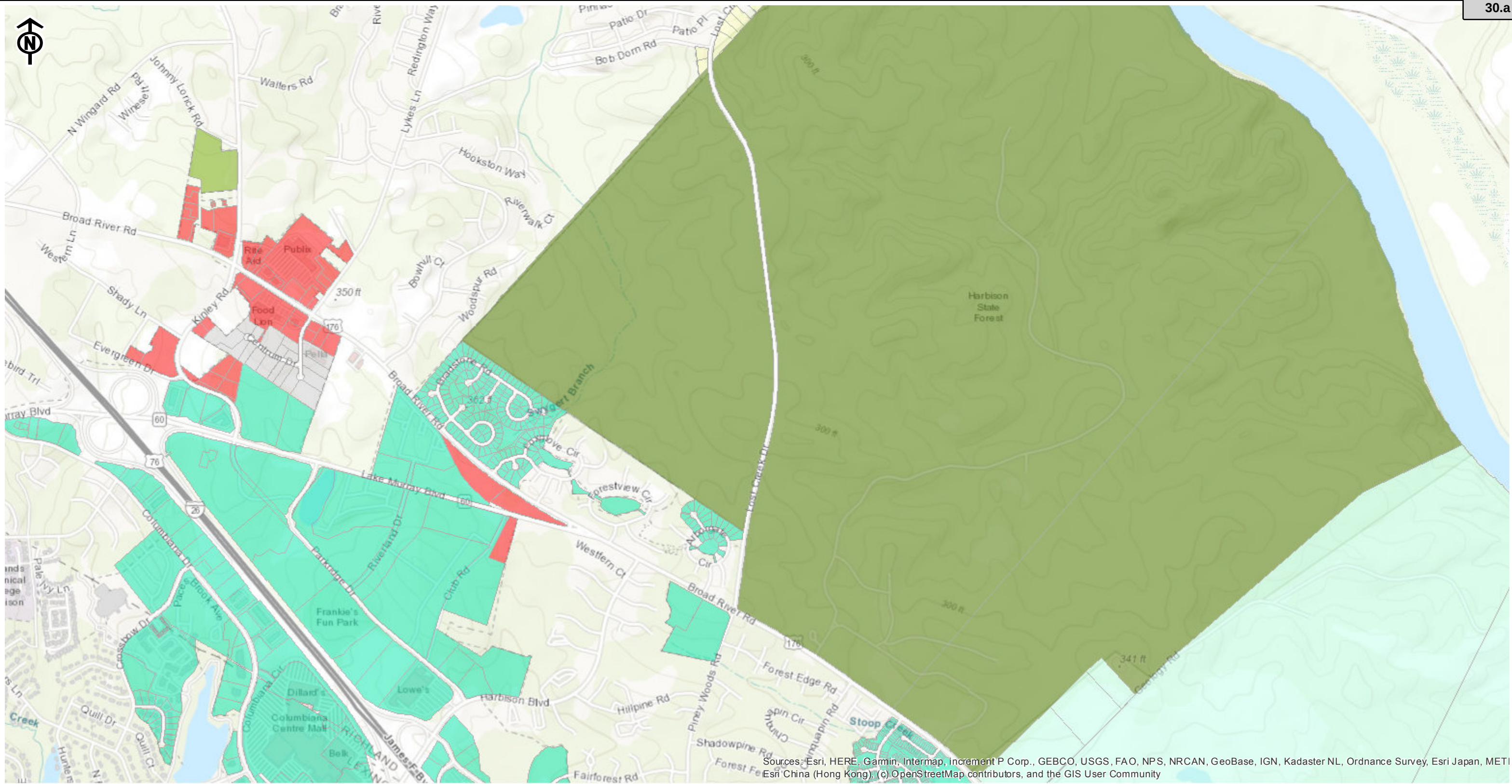
-  LL-R: Large Lot - Reserve District
-  RSF-1: Residential Single Family - Large Lot District
-  RSF-2: Residential Single Family - Medium Lot District
-  RSF-3: Residential Single Family - Small Lot District

 T/C: Transitional/Conservation District



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Proposed Zoning Map

City of Columbia

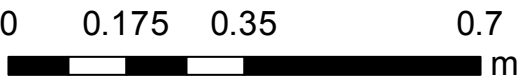


November 2020

Zoning District

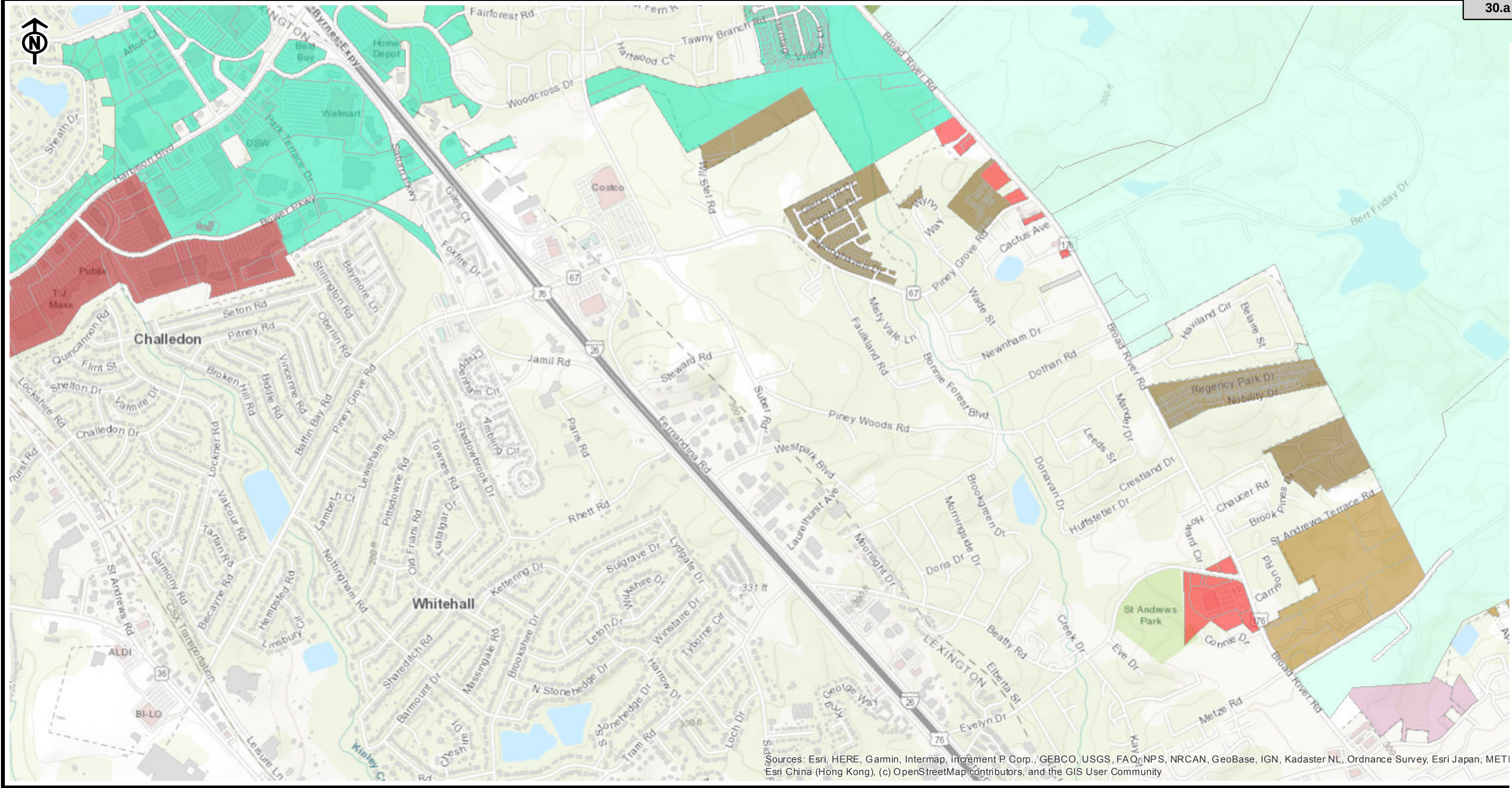
- CAC: Community Activity Center/Corridor
- INS-GEN: Institutional - General District
- LI: Light Industrial District
- LL-R: Large Lot - Reserve District

- PD: Planned Development
- RSF-1: Residential Single Family - Large Lot District
- T/C: Transitional/Conservation District



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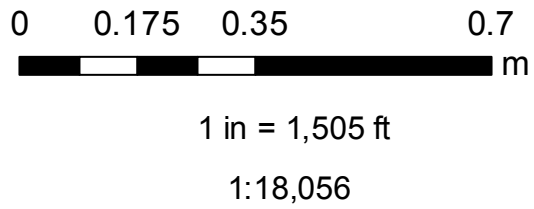
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City of Columbia

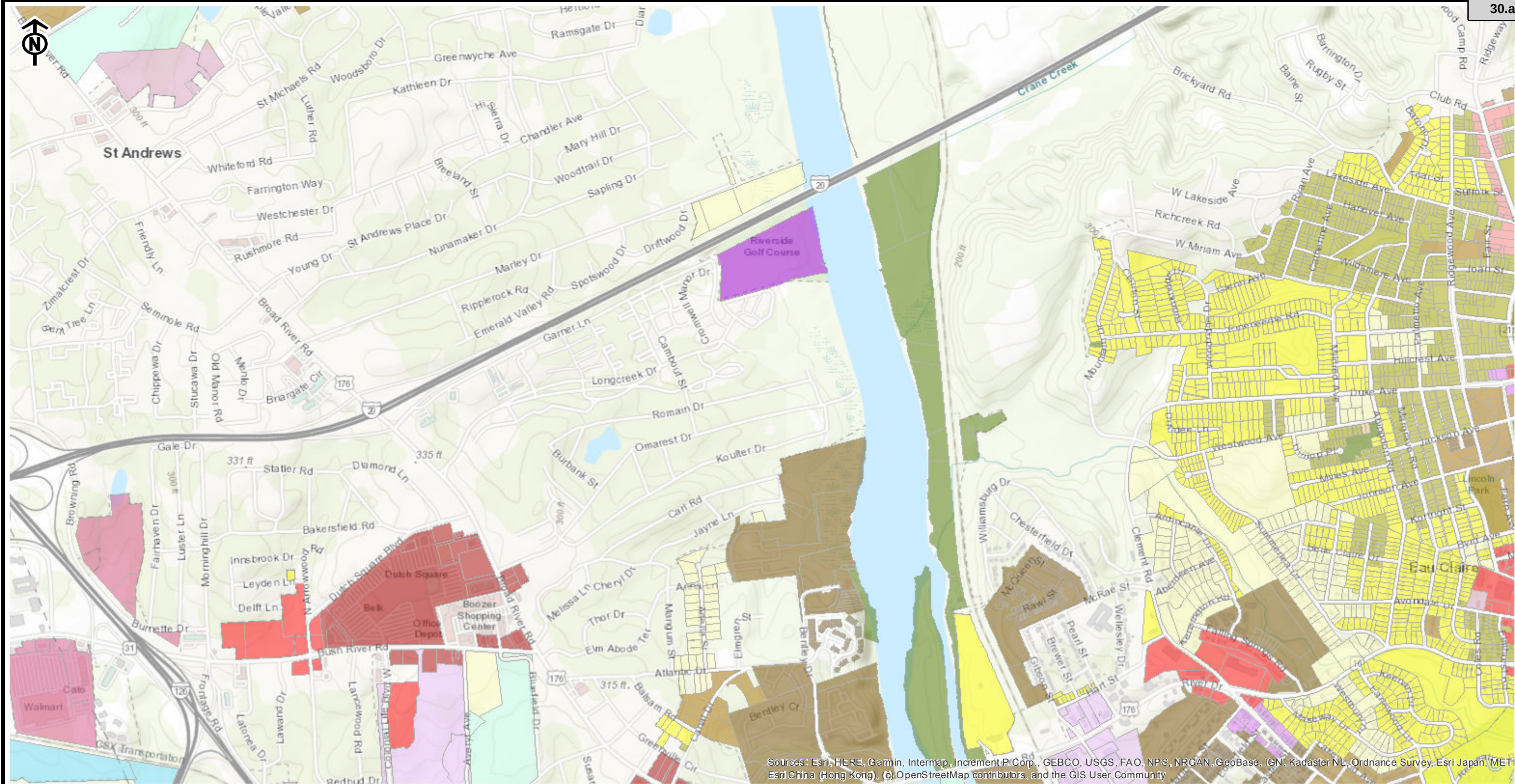


November 2020

Zoning District	
	CAC: Community Activity Center/Corridor
	INS-GEN: Institutional - General District
	LI: Light Industrial District
	O-I: Office and Institutional District
	PD: Planned Development
	RAC: Regional Activity Center/Corridor
	RM-1: Residential Mixed
	RM-2: Residential Mixed
	T/C: Transitional/Conservation District



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City of Columbia



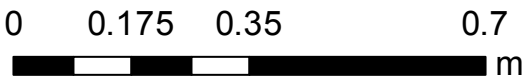
November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- EC: Employment Campus District
- GC: General Commercial District
- INS-GEN: Institutional - General District
- INS-T/U: Institutional - Transportation/Utilities District

- MU-1: Mixed-Use
- MU-2: Mixed-Use
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- RAC: Regional Activity Center/Corridor
- RD: Residential Two-Family District

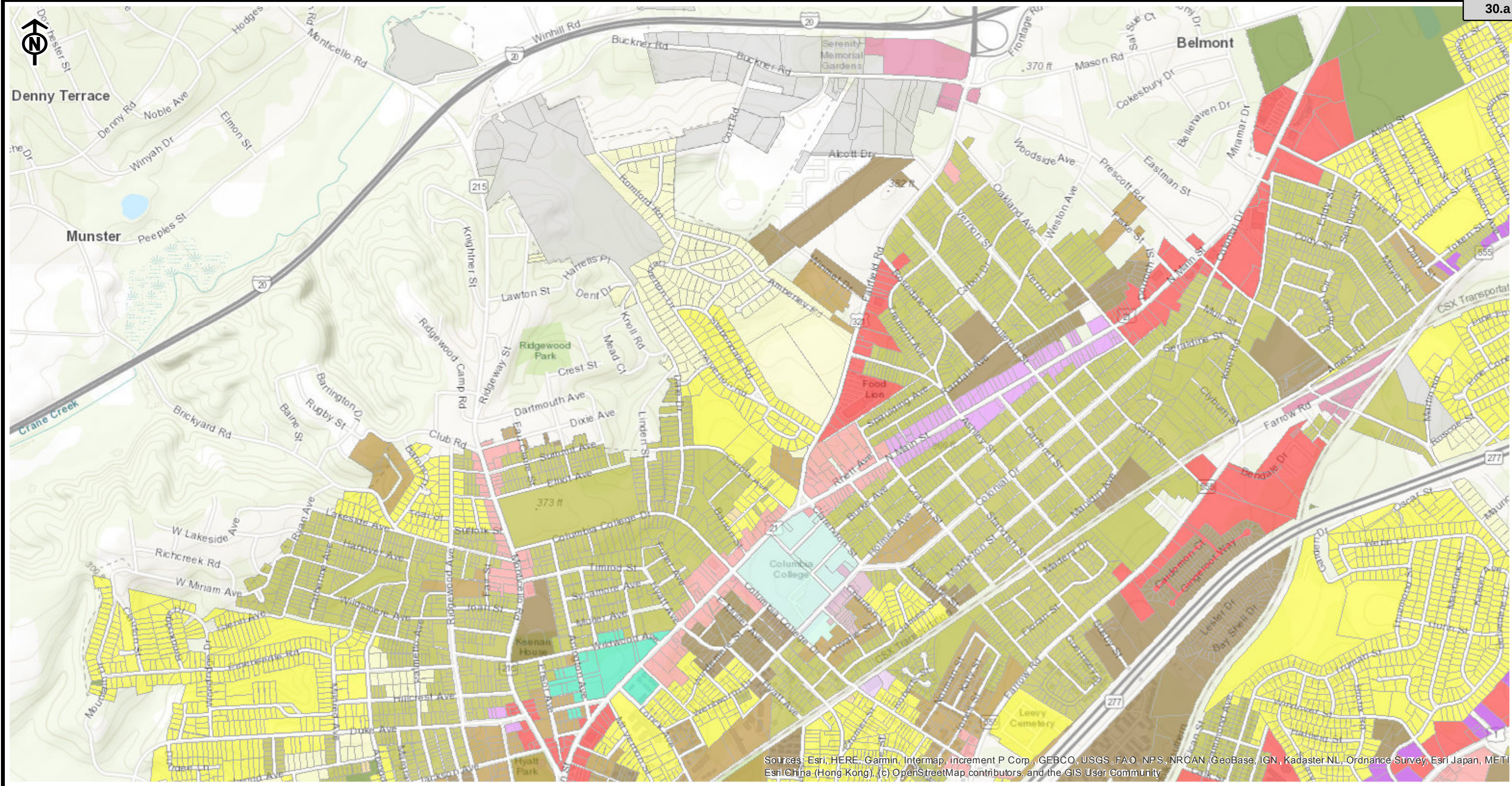
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City of Columbia



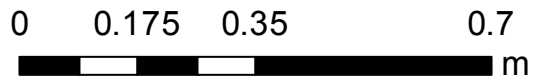
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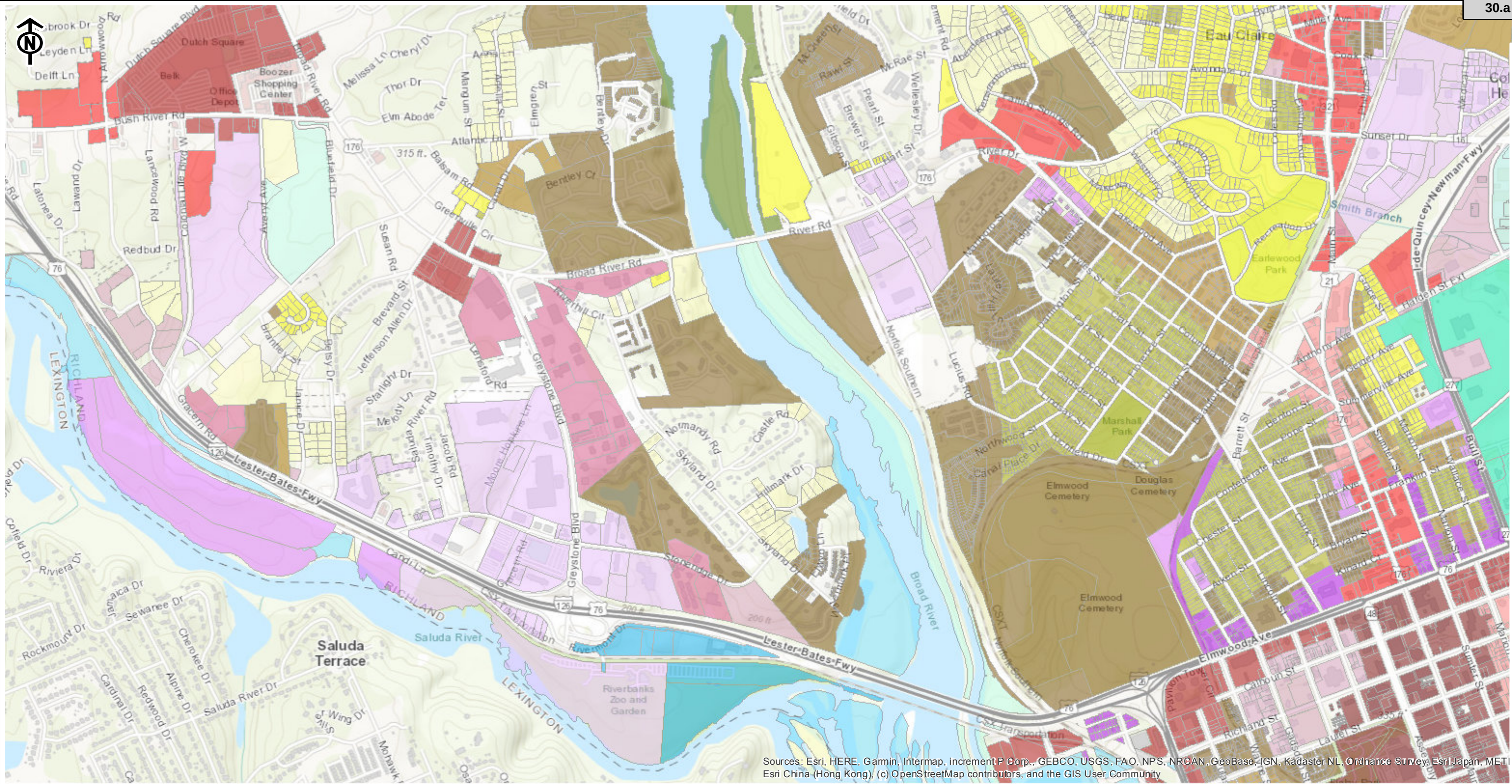
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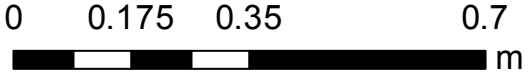


November 2020

- Zoning District**
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 - DAC: Downtown Activity Center/Corridor
 - EC: Employment Campus District
 - GC: General Commercial District
 - INS-GEN: Institutional - General District
 - INS-T/U: Institutional - Transportation/Utilities District
 - INS-ZOO: Institutional - Riverbanks Zoo and Gardens District

- LI: Light Industrial District
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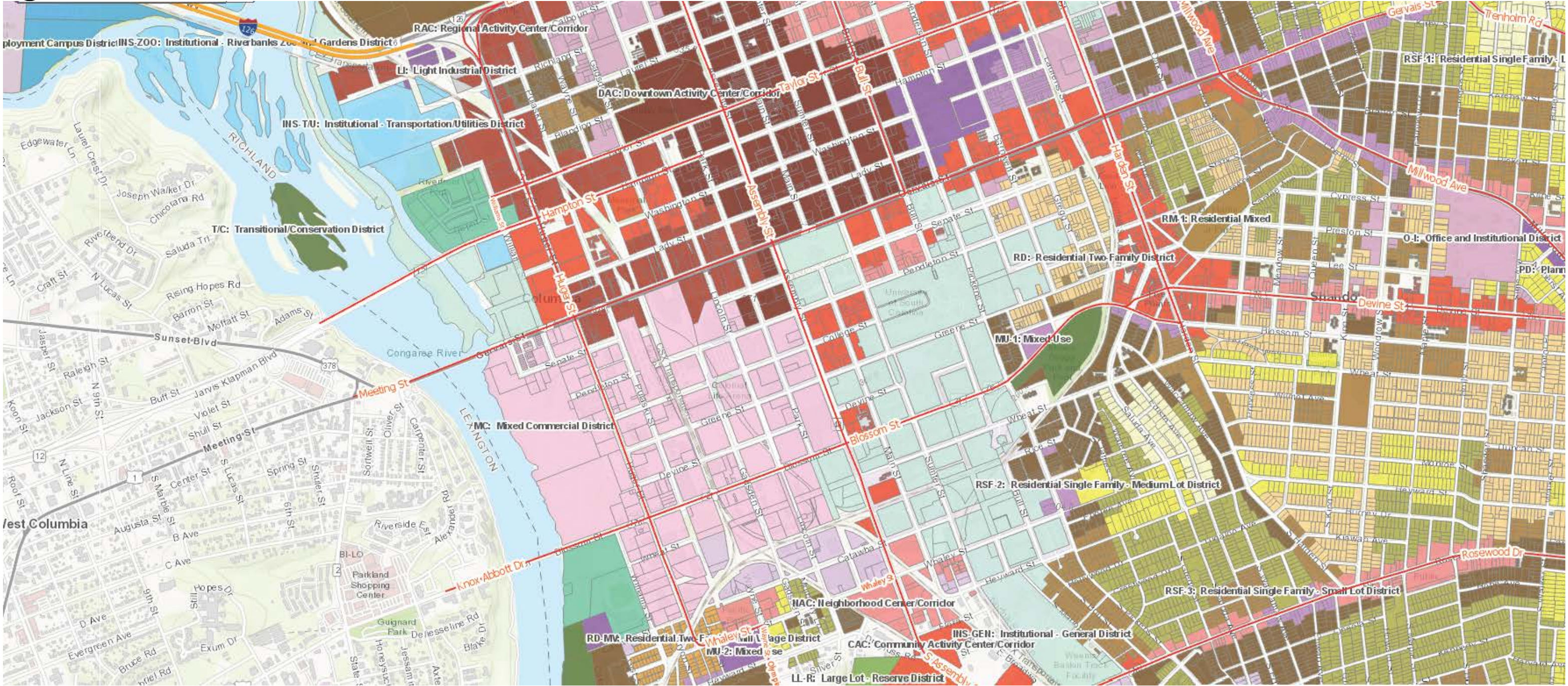
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City of Columbia



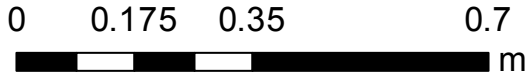
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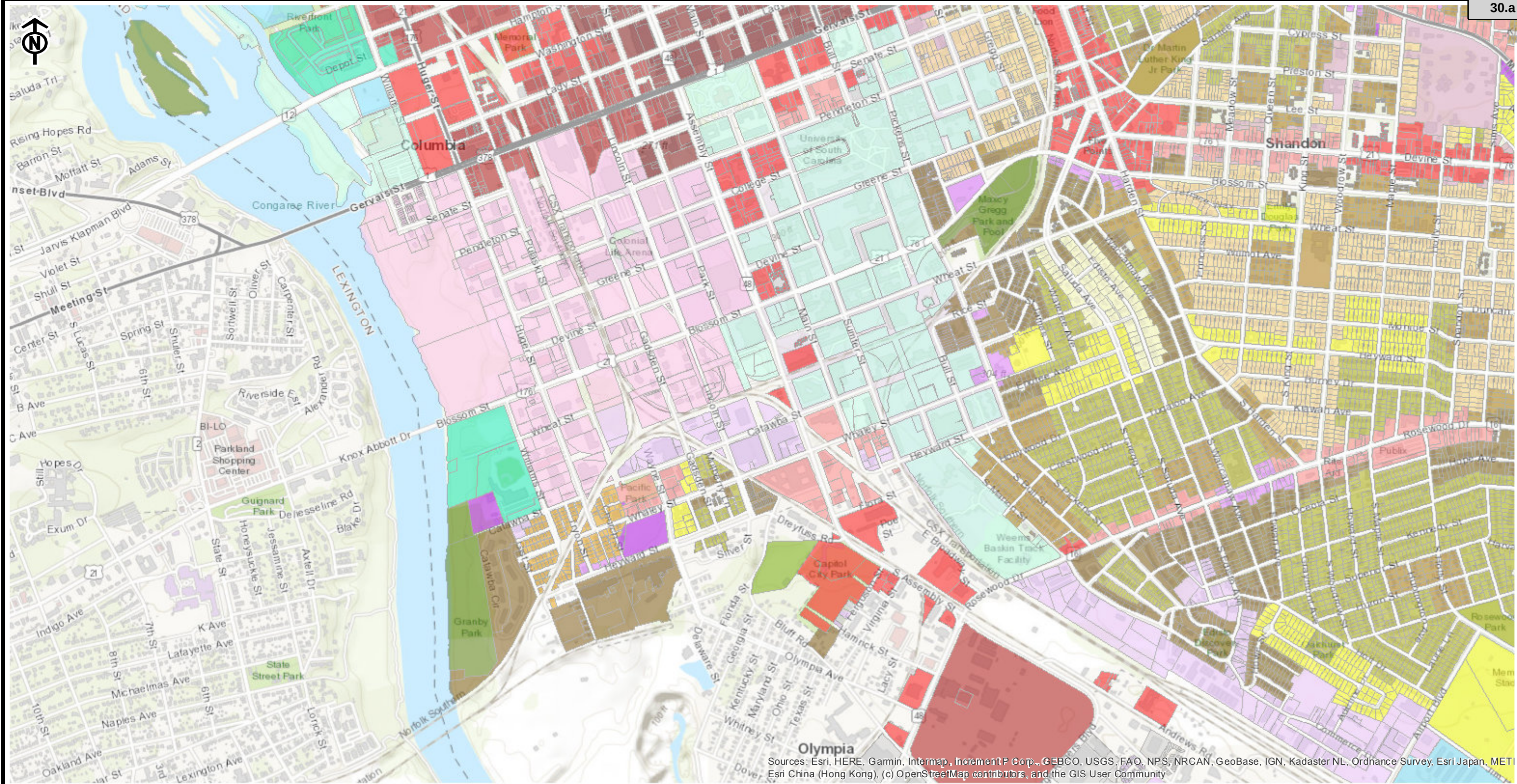
- RD: Residential Two-Family District
- RD-MV: Residential Two-Family - Mill Village District
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District



1 in = 1,505 ft

1:18,056

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Proposed Zoning Map

City of Columbia



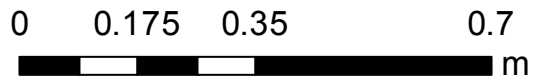
November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- DAC: Downtown Activity Center/Corridor
- EC: Employment Campus District
- INS-GEN: Institutional - General District
- INS-T/U: Institutional - Transportation/Utilities District
- LI: Light Industrial District
- LL-R: Large Lot - Reserve District

- MC: Mixed Commercial District
- MU-1: Mixed-Use
- MU-2: Mixed-Use
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- PD: Planned Development
- RAC: Regional Activity Center/Corridor
- RD: Residential Two-Family District

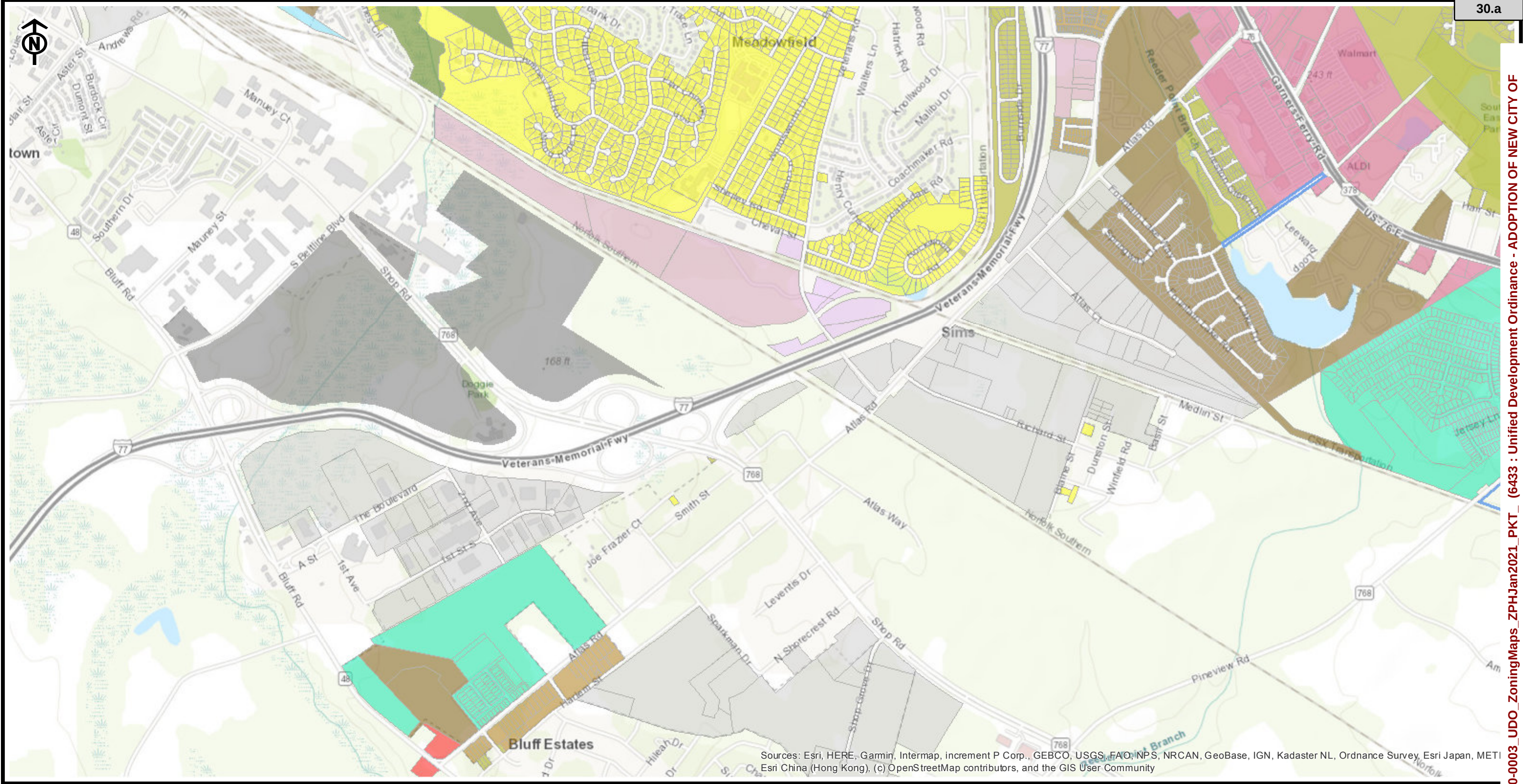
- RD-MV: Residential Two-Family - Mill Village District
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
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Proposed Zoning Map

City of Columbia



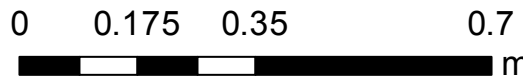
November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- EC: Employment Campus District
- GC: General Commercial District
- HI: Heavy Industrial District
- INS-T/U: Institutional - Transportation/Utilities District

- LI: Light Industrial District
- O-I: Office and Institutional District
- PD: Planned Development
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District

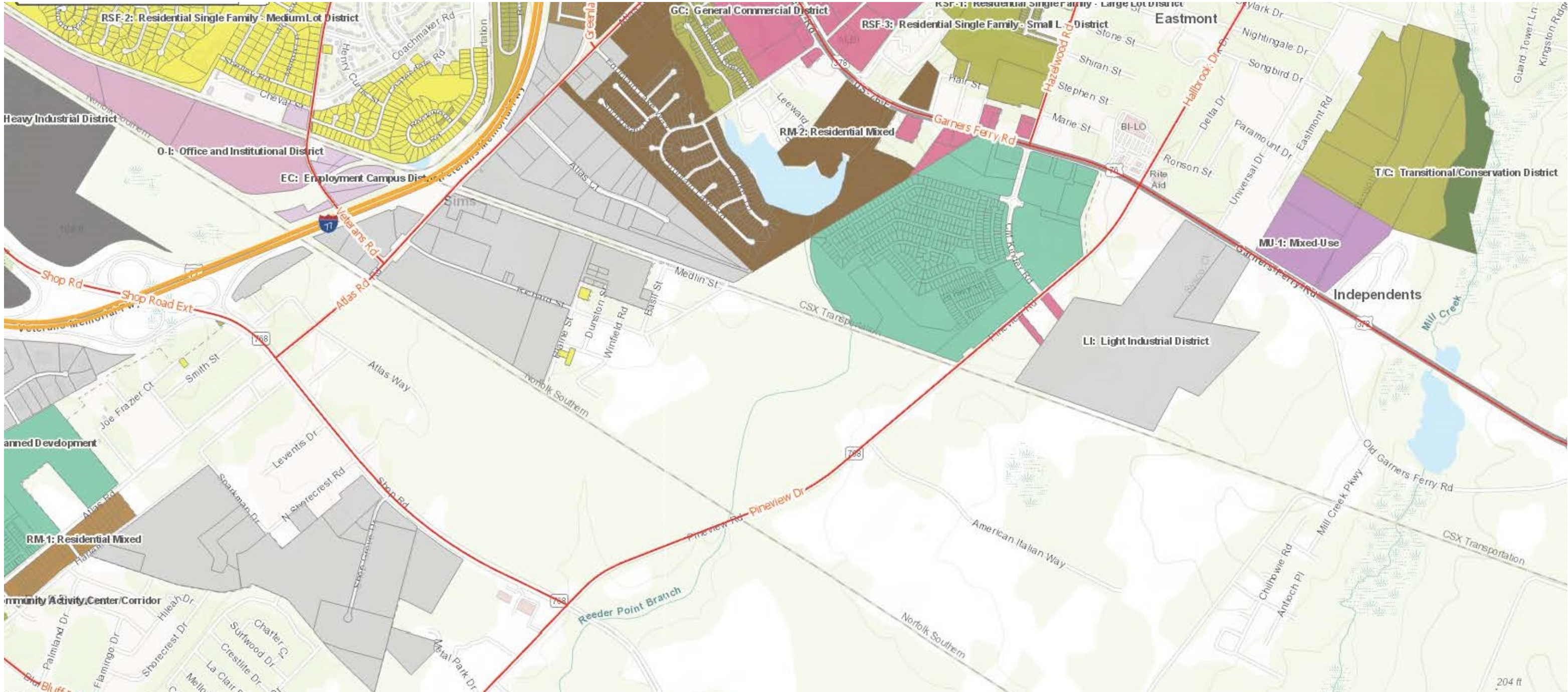
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District
- Unassigned



1 in = 1,505 ft

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Proposed Zoning Map

City of Columbia



November 2020

Zoning District

- GC: General Commercial District
- INS-GEN: Institutional - General District
- LI: Light Industrial District
- MU-1: Mixed-Use
- O-I: Office and Institutional District
- RM-1: Residential Mixed
- RM-2: Residential Mixed

- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District

Street & Ownership

- Interstate
- Highway
- City Maintained

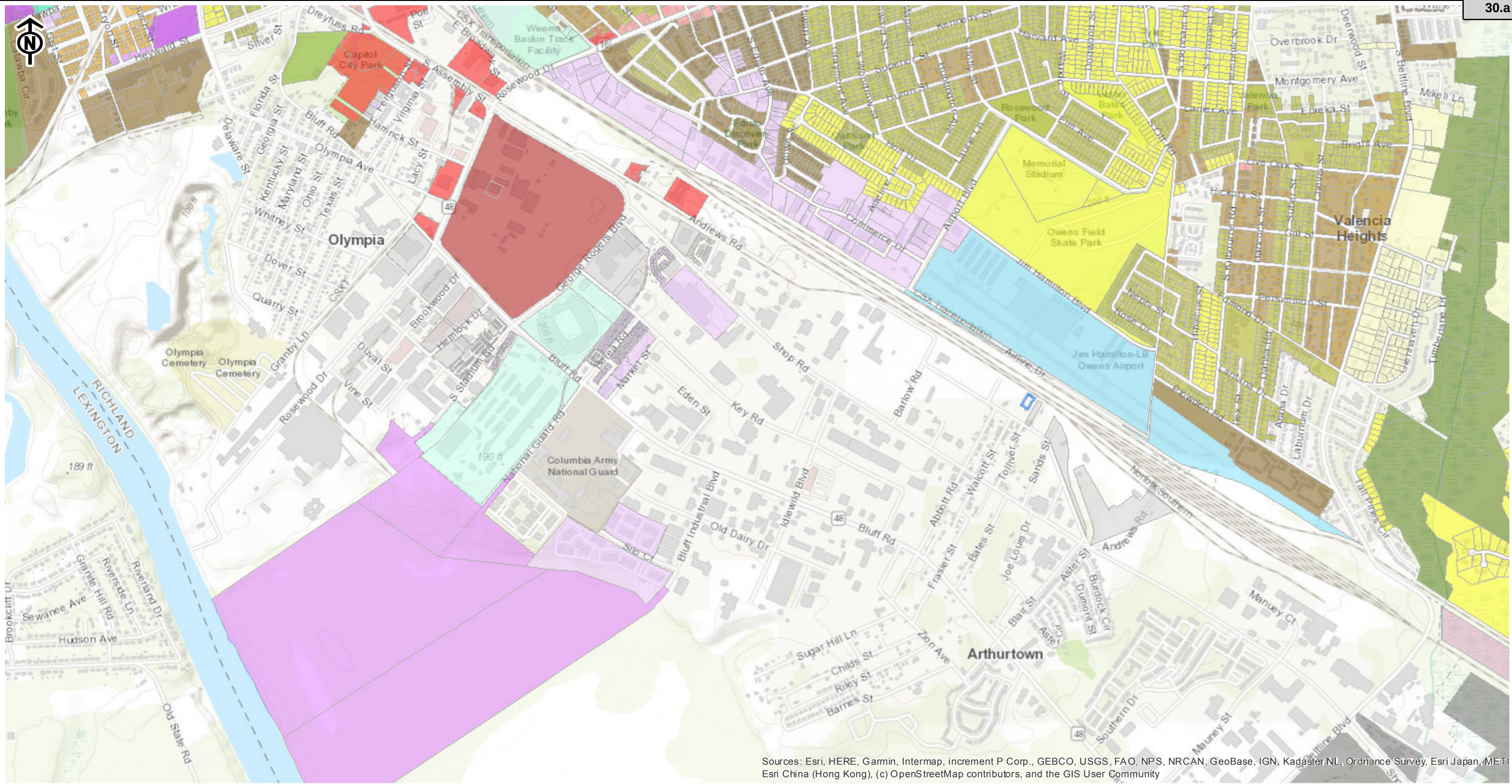
- State Maintained
- Private
- Others
- Red: Band_1
- Green: Band_2
- Blue: Band_3

0 0.075 0.15 0.3 mi

1 in = 752 ft

1:9,028

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Proposed Zoning Map

City of Columbia



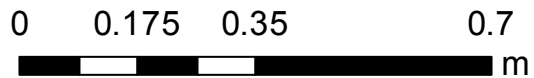
November 2020

Zoning District

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- O-I: Office and Institutional District
- PD: Planned Development
- RAC: Regional Activity Center/Corridor
- RD-MV: Residential Two-Family - Mill Village District

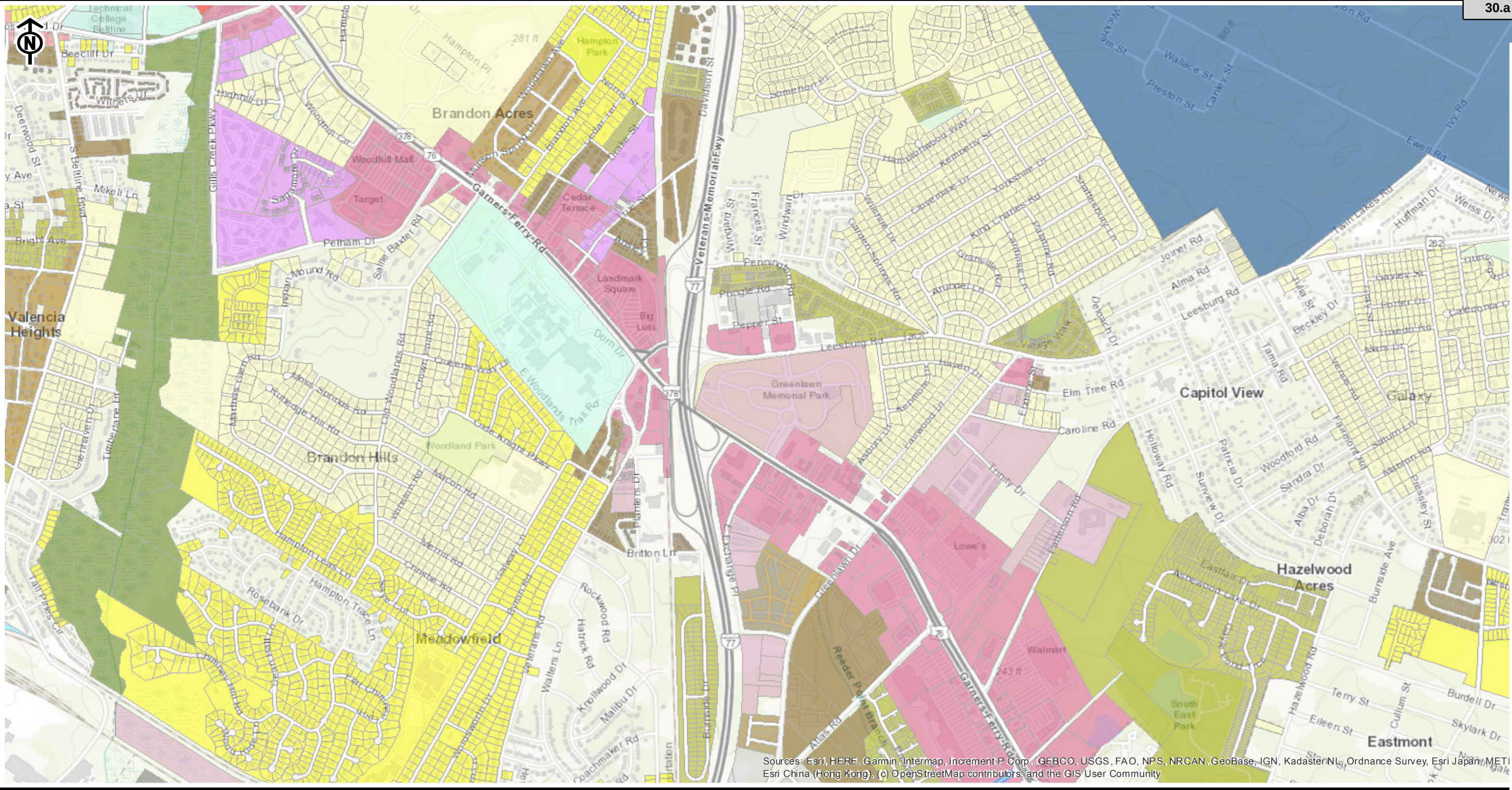
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District
- Unassigned



1 in = 1,505 ft

1:18,056

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Proposed Zoning Map

City of Columbia



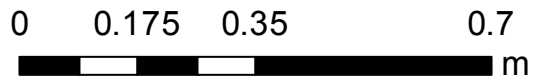
November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- GC: General Commercial District
- HI: Heavy Industrial District
- INS-FJ: Institutional - Fort Jackson District
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- INS-T/U: Institutional - Transportation/Utilities District

- LI: Light Industrial District
- MU-1: Mixed-Use
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- PD: Planned Development
- RM-1: Residential Mixed
- RM-2: Residential Mixed

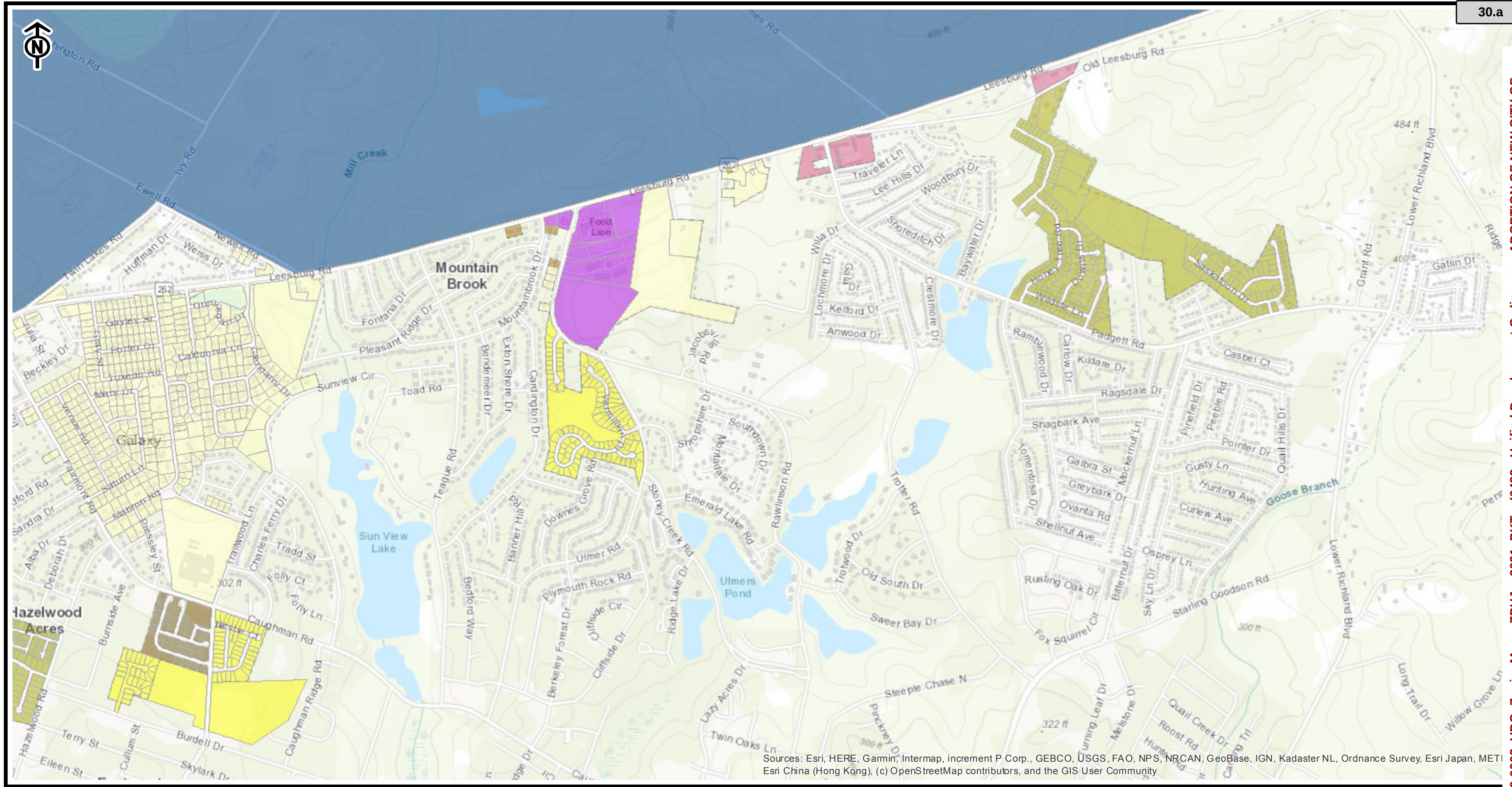
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District
- Unassigned



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Proposed Zoning Map

City of Columbia

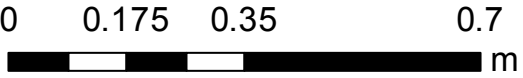


November 2020

Zoning District

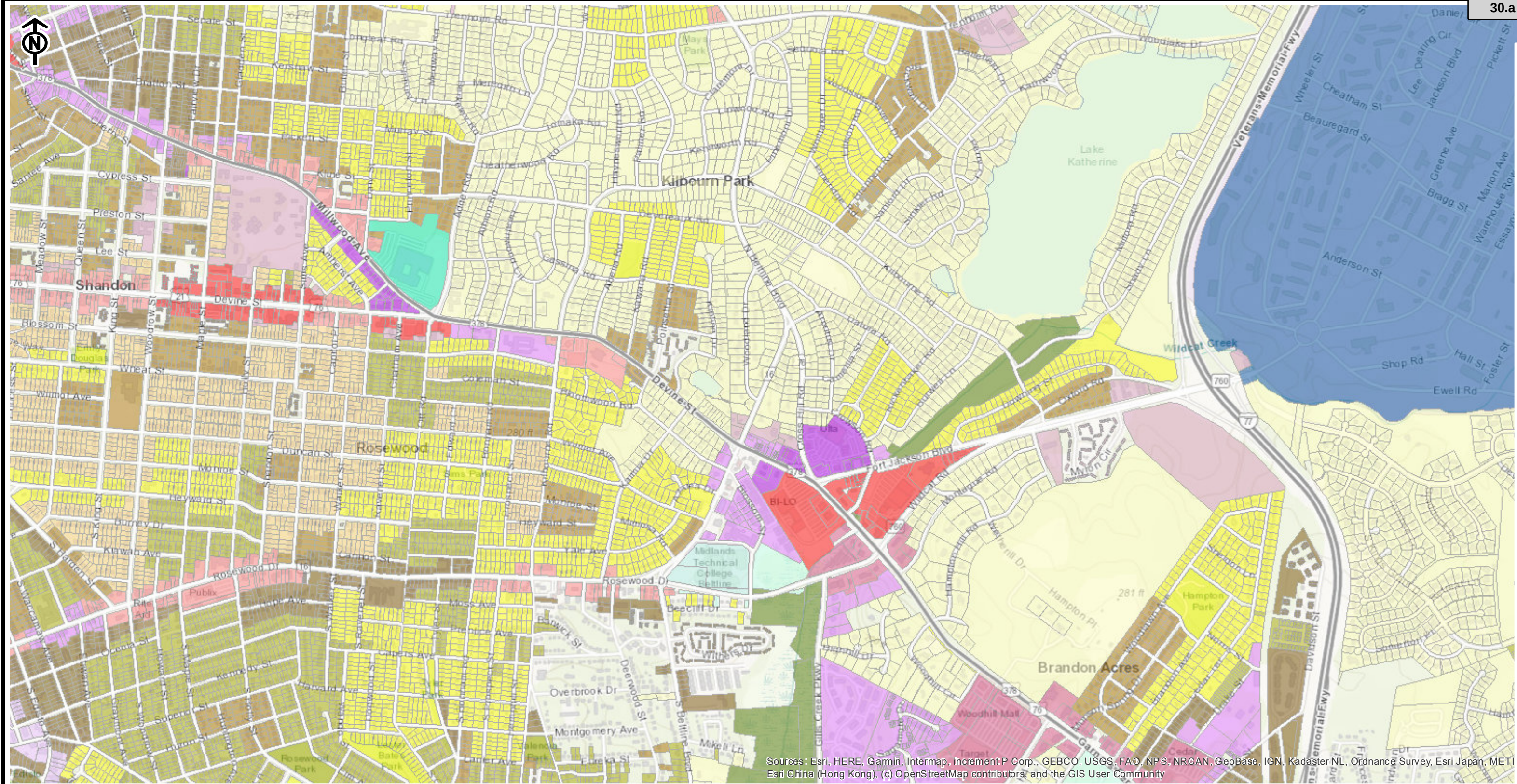
- GC: General Commercial District
- INS-FJ: Institutional - Fort Jackson District
- MU-2: Mixed-Use
- PD: Planned Development

- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District



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Proposed Zoning Map

City of Columbia



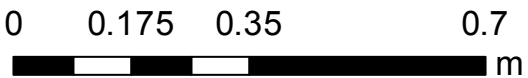
November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- EC: Employment Campus District
- GC: General Commercial District
- INS-FJ: Institutional - Fort Jackson District
- INS-GEN: Institutional - General District

- MU-1: Mixed-Use
- MU-2: Mixed-Use
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- PD: Planned Development
- RD: Residential Two-Family District

- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District



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Proposed Zoning Map

City of Columbia



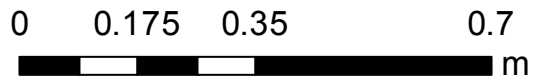
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- MU-1: Mixed-Use
- MU-2: Mixed-Use
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District

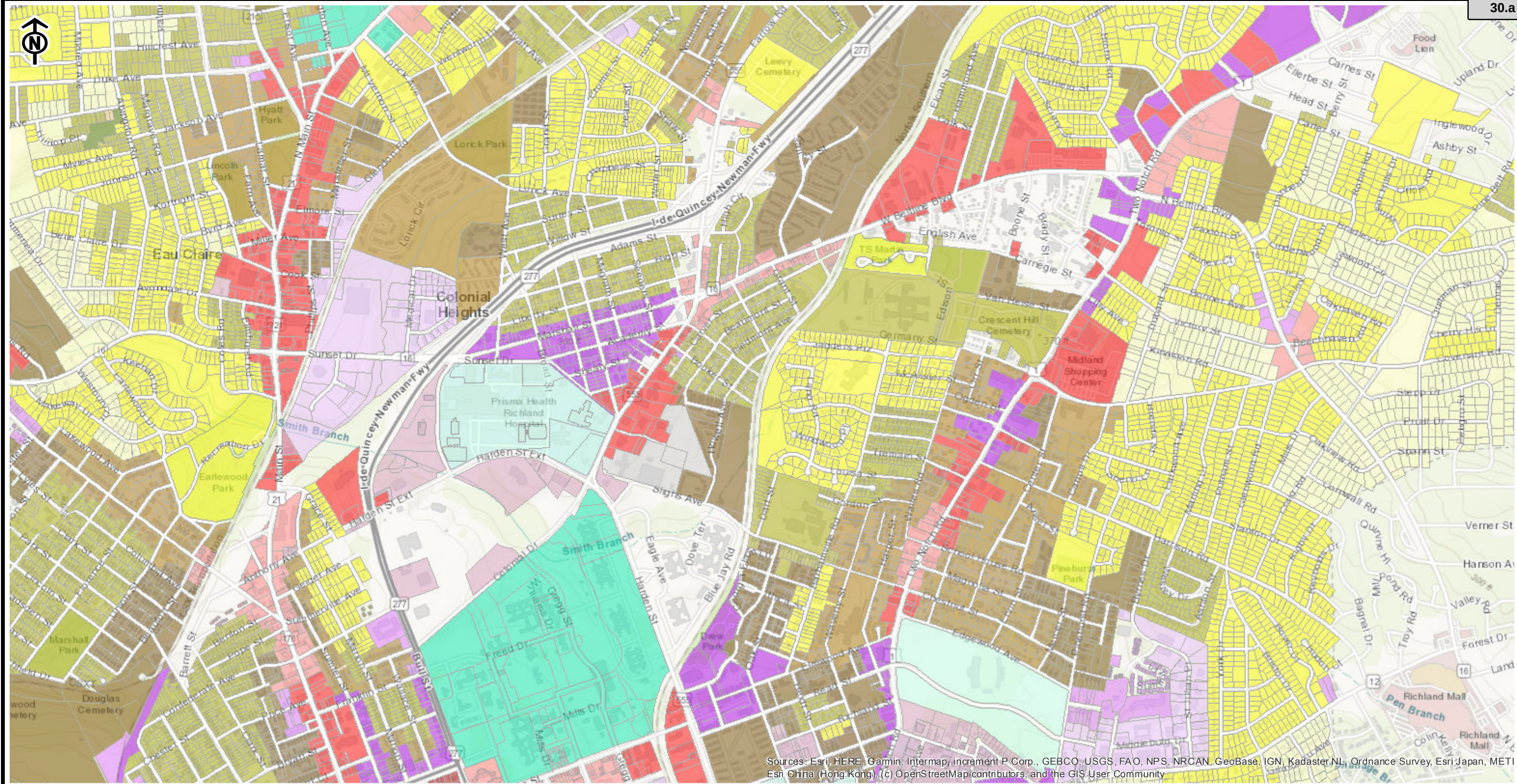
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District



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Proposed Zoning Map

City of Columbia



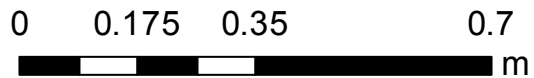
November 2020

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- INS-GEN: Institutional - General District
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- MU-1: Mixed-Use

- MU-2: Mixed-Use
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- PD: Planned Development
- RAC: Regional Activity Center/Corridor
- RD: Residential Two-Family District
- RM-1: Residential Mixed

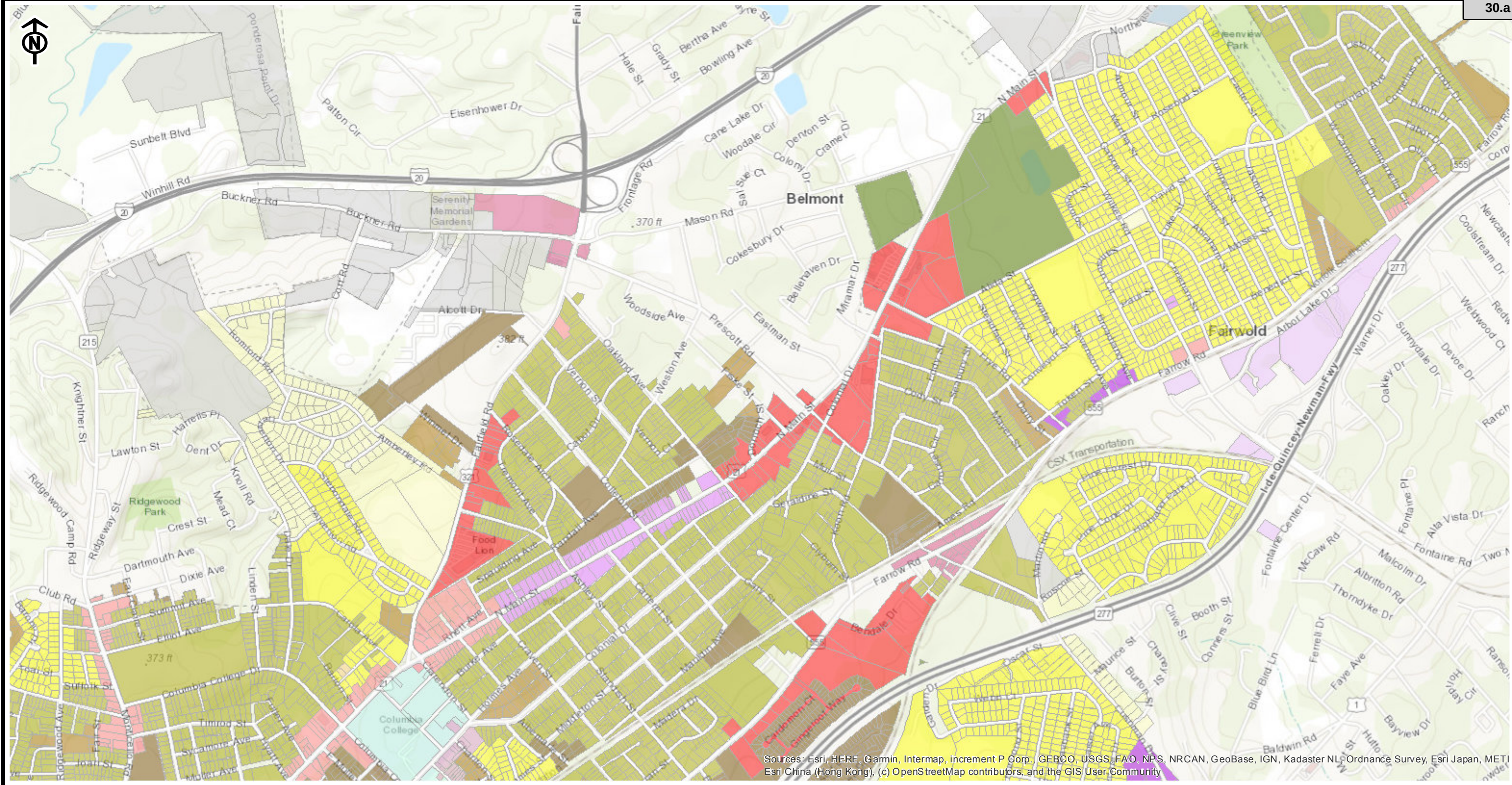
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
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Proposed Zoning Map

City of Columbia



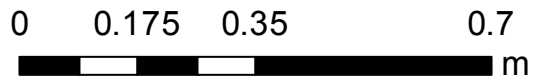
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- RM-1: Residential Mixed

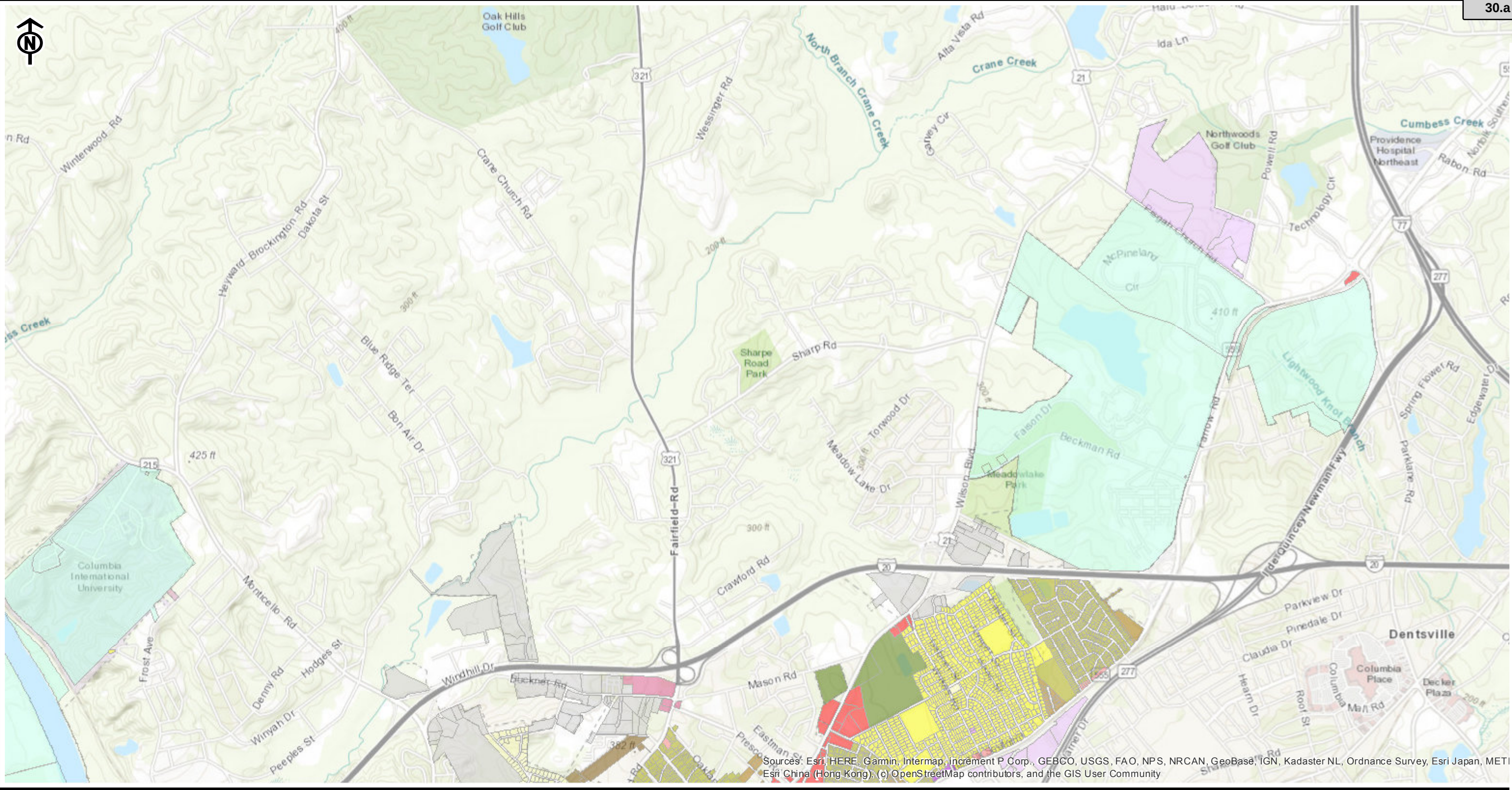
- RM-2: Residential Mixed
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Proposed Zoning Map

City of Columbia

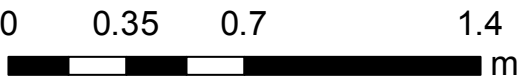


November 2020

Zoning District

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- O-I: Office and Institutional District
- RM-1: Residential Mixed
- RM-2: Residential Mixed

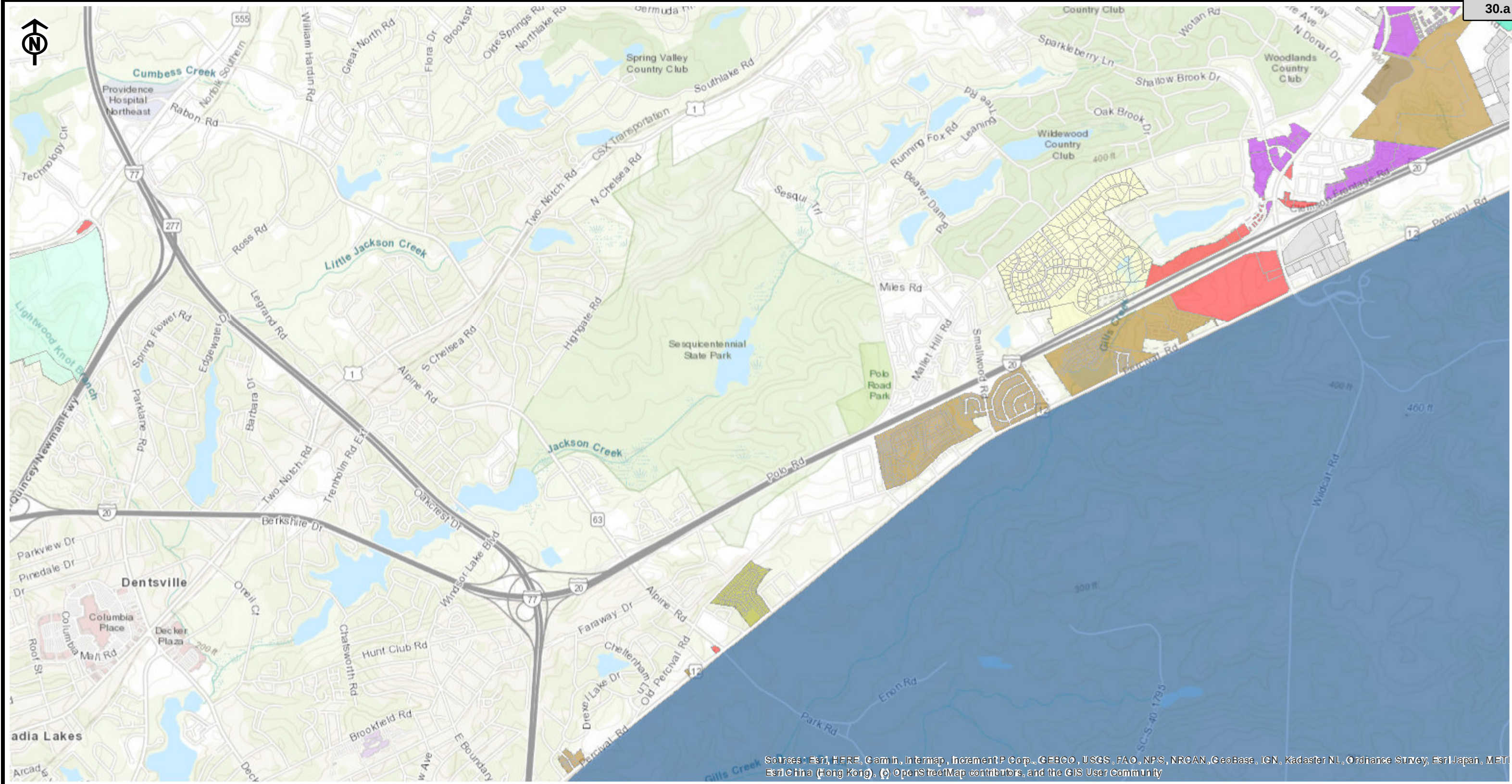
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District



1 in = 3,009 ft

1:36,112

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Proposed Zoning Map

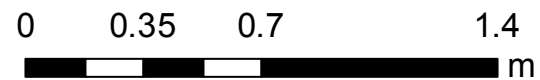
City of Columbia



November 2020

Zoning District

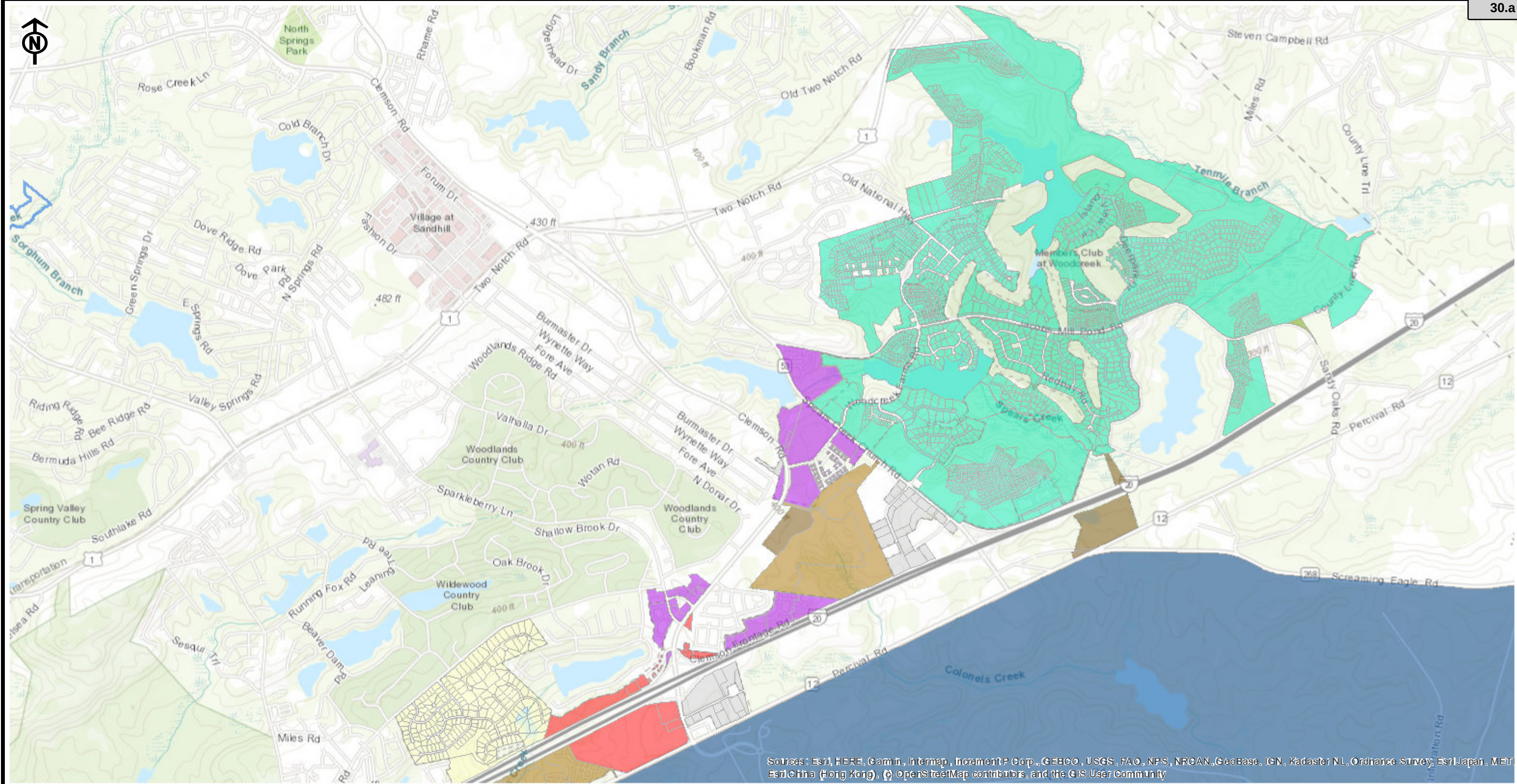
- | | | | |
|--|---|--|--|
| | CAC: Community Activity Center/Corridor | | PD: Planned Development |
| | INS-FJ: Institutional - Fort Jackson District | | RM-1: Residential Mixed |
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| | LI: Light Industrial District | | RSF-1: Residential Single Family - Large Lot District |
| | MU-2: Mixed-Use | | RSF-2: Residential Single Family - Medium Lot District |
| | | | RSF-3: Residential Single Family - Small Lot District |



1 in = 3,009 ft

1:36,112

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Proposed Zoning Map
City of Columbia

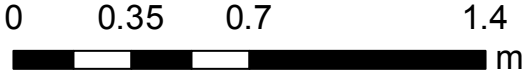


November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- INS-FJ: Institutional - Fort Jackson District
- LI: Light Industrial District
- LL-R: Large Lot - Reserve District
- MU-2: Mixed-Use

- PD: Planned Development
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- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- Unassigned



1 in = 3,009 ft

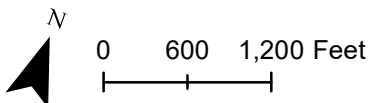
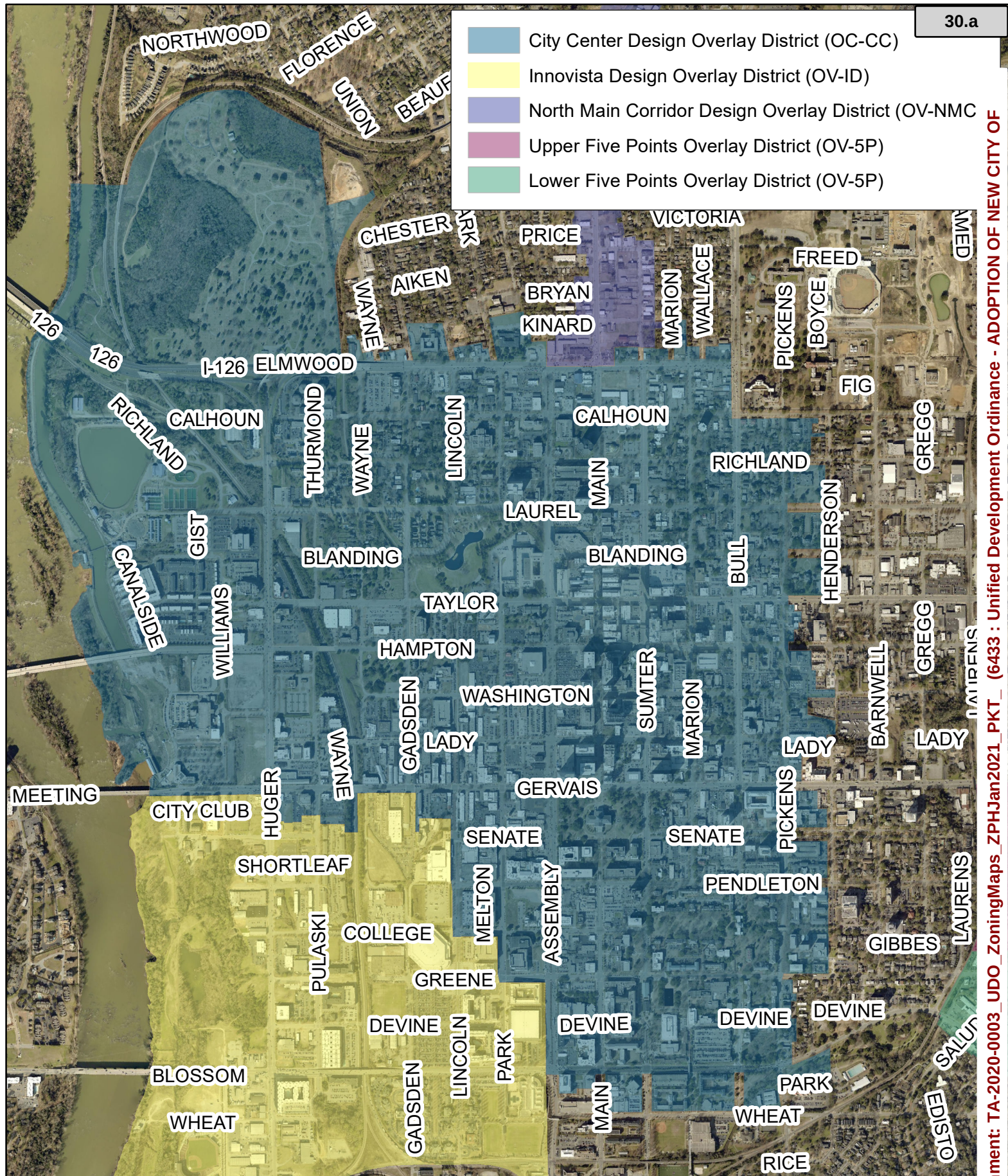
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PROPOSED ZONING OVERLAY DISTRICT MAPS

November 2020



Created 10/29/2020
By: Shane Shaughnessy

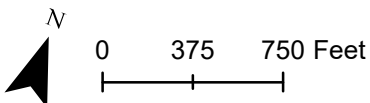
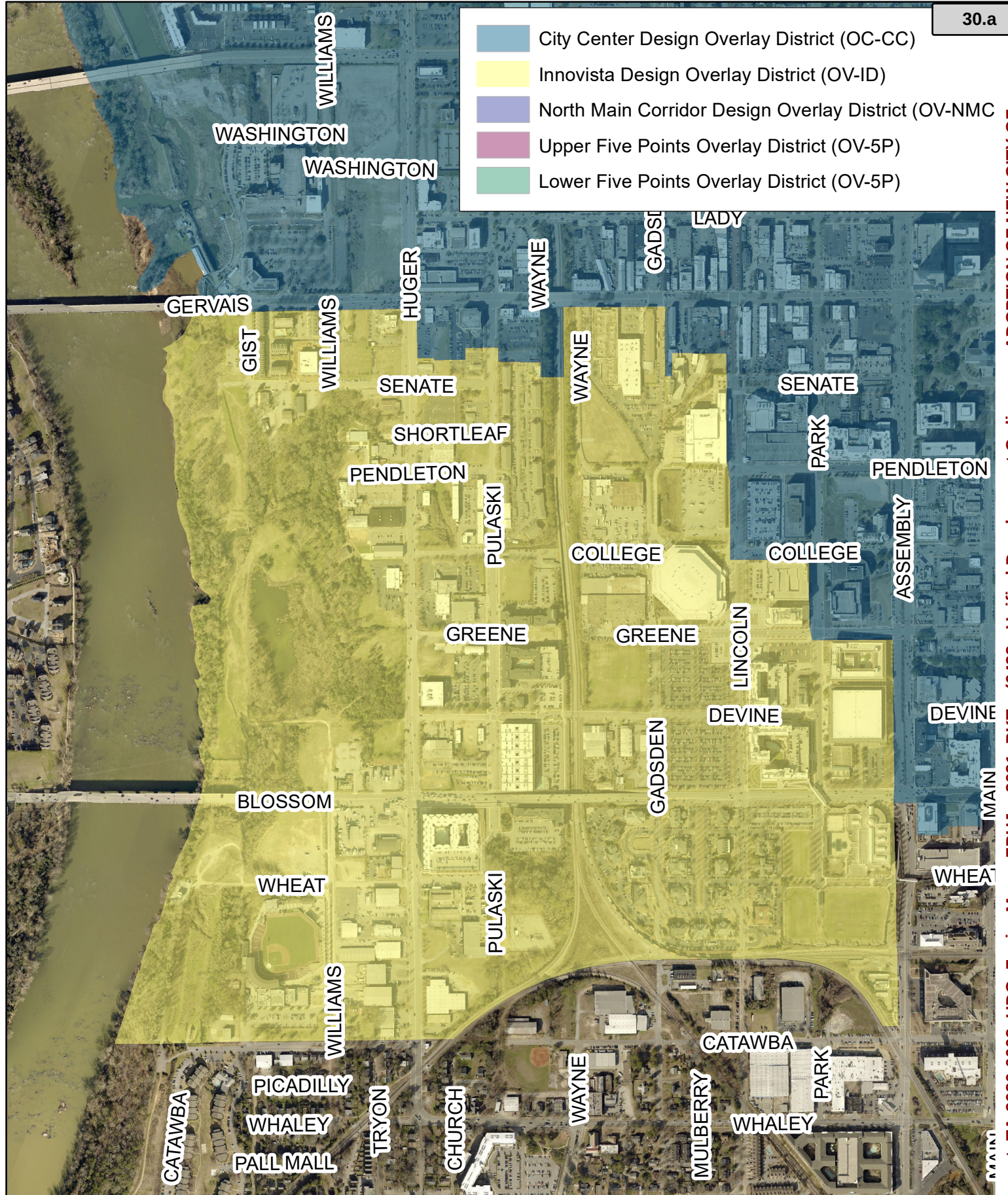
City Center Design Overlay District **(OV-CC)**



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Packet Pg. 355

- City Center Design Overlay District (OC-CC)
- Innovista Design Overlay District (OV-ID)
- North Main Corridor Design Overlay District (OV-NMC)
- Upper Five Points Overlay District (OV-5P)
- Lower Five Points Overlay District (OV-5P)



Innovista Design Overlay District (OV-ID)

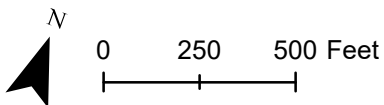
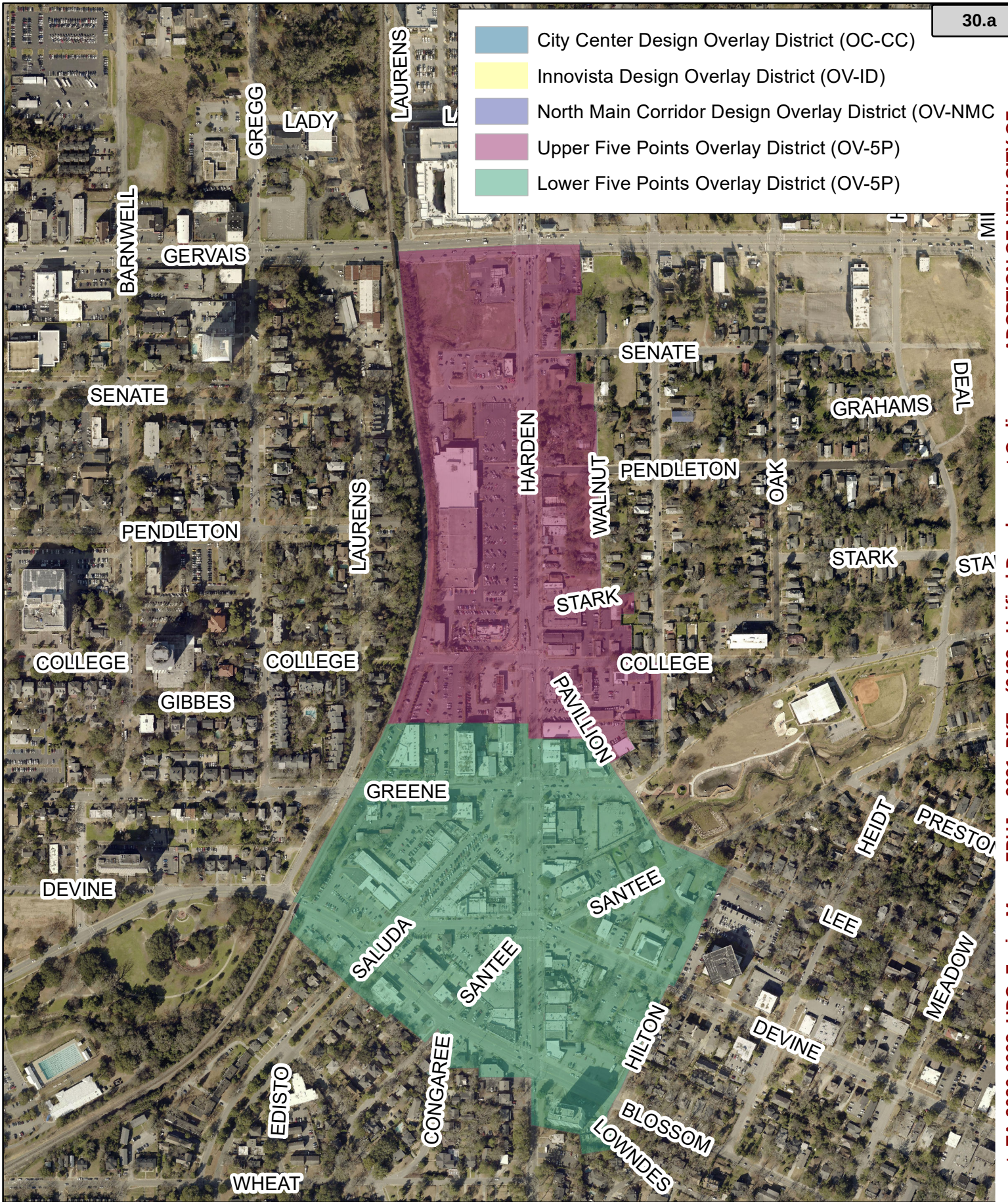
Created 10/29/2020
By: Shane Shaughnessy



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Packet Pg. 356

- City Center Design Overlay District (OC-CC)
- Innovista Design Overlay District (OV-ID)
- North Main Corridor Design Overlay District (OV-NMC)
- Upper Five Points Overlay District (OV-5P)
- Lower Five Points Overlay District (OV-5P)



Five Points Design Overlay District (OV-5P)

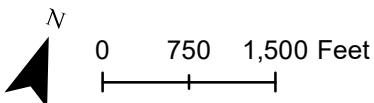
Created 10/29/2020
By: Shane Shaughnessy



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Packet Pg. 357

-  City Center Design Overlay District (OC-CC)
-  Innovista Design Overlay District (OV-ID)
-  North Main Corridor Design Overlay District (OV-NMC)
-  Upper Five Points Overlay District (OV-5P)
-  Lower Five Points Overlay District (OV-5P)



North Main Corridor Design Overlay District (OV-NMC)

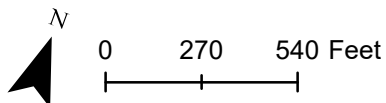
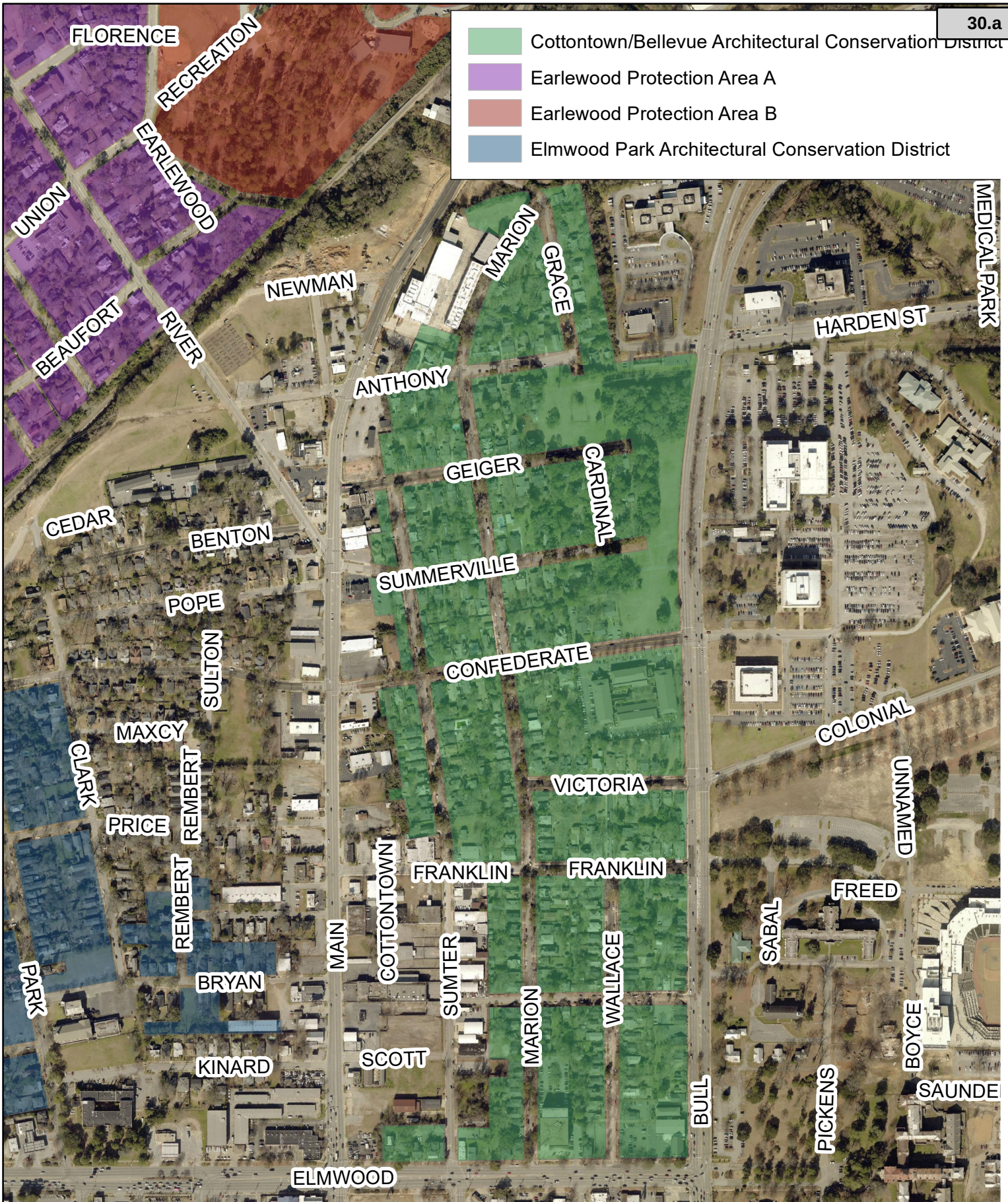
Created 10/29/2020
By: Shane Shaughnessy



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Packet Pg. 358

- Cottontown/Bellevue Architectural Conservation District
- Earlewood Protection Area A
- Earlewood Protection Area B
- Elmwood Park Architectural Conservation District



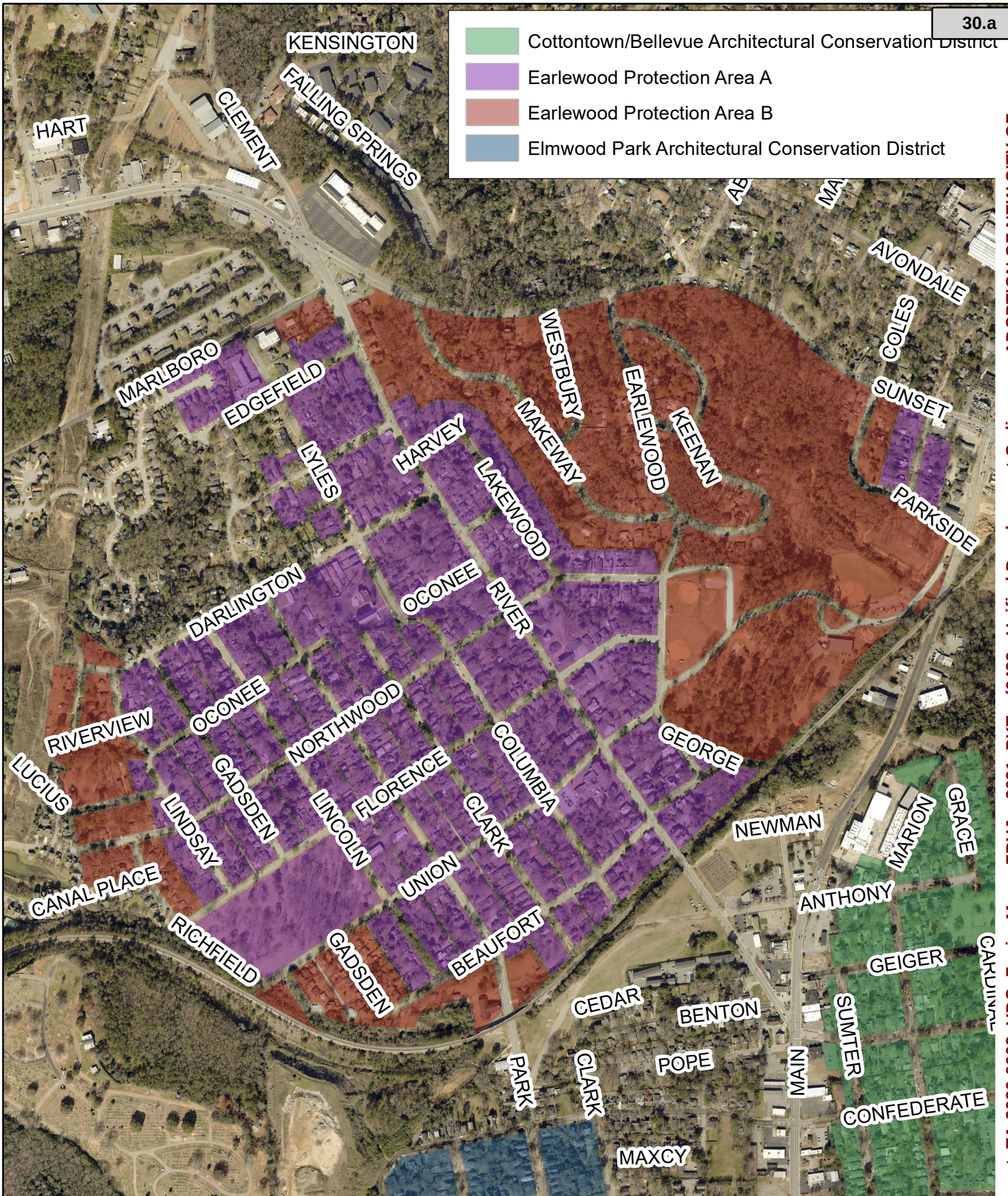
Created 10/29/2020
By: Shane Shaughnessy

Historic Preservation Overlay District (OV-HP) Cottontown/Bellevue

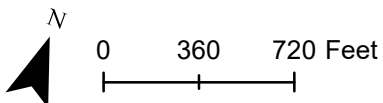


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Packet Pg. 359



Attachment: TA-2020-0003_UDO_ZoningMaps_ZPHJan2021_PKT_ (6433 : United Development Ordinance - ADOPTION OF NEW CITY OF



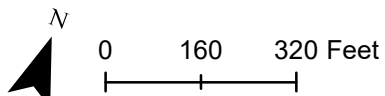
Created 10/29/2020
By: Shane Shaughnessy

Historic Preservation Overlay District
(OV-HP)
Earlewood



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-  Elmwood Park Architectural Conservation District
-  Governor's Mansion Protection Area



Created 10/29/2020
By: Shane Shaughnessy

**Historic Preservation Overlay District
(OV-HP)
Elmwood Park**



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Packet Pg. 361

- Elmwood Park Architectural Conservation District
- Governor's Mansion Protection Area

WAYNE

ELMWOOD

ELMWOOD

LINCOLN

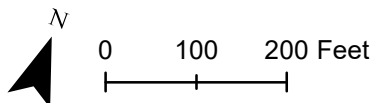
CALHOUN

GADSDEN

RICHLAND

PARK

LAUREL



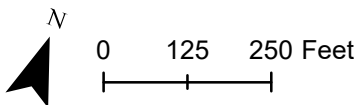
Created 10/29/2020
By: Shane Shaughnessy

Historic Preservation Overlay District (OV-HP) Governor's Mansion



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- Granby Architectural Conservation District
- Whaley Street Historic Protection Area District



Created 10/29/2020
By: Shane Shaughnessy

Historic Preservation Overlay District **(OV-HP)** **Granby**



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ELMWOOD

30.a

Landmark District

FIG

TALLEY

CALHOUN

RICHLAND

BULL

LAUREL

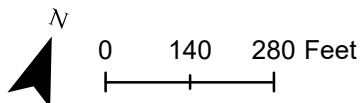
PICKENS

BLANDING

HENDERSON

MARION

TAYLOR



Created 10/29/2020
By: Shane Shaughnessy

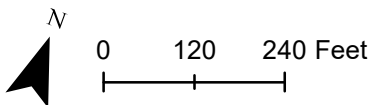
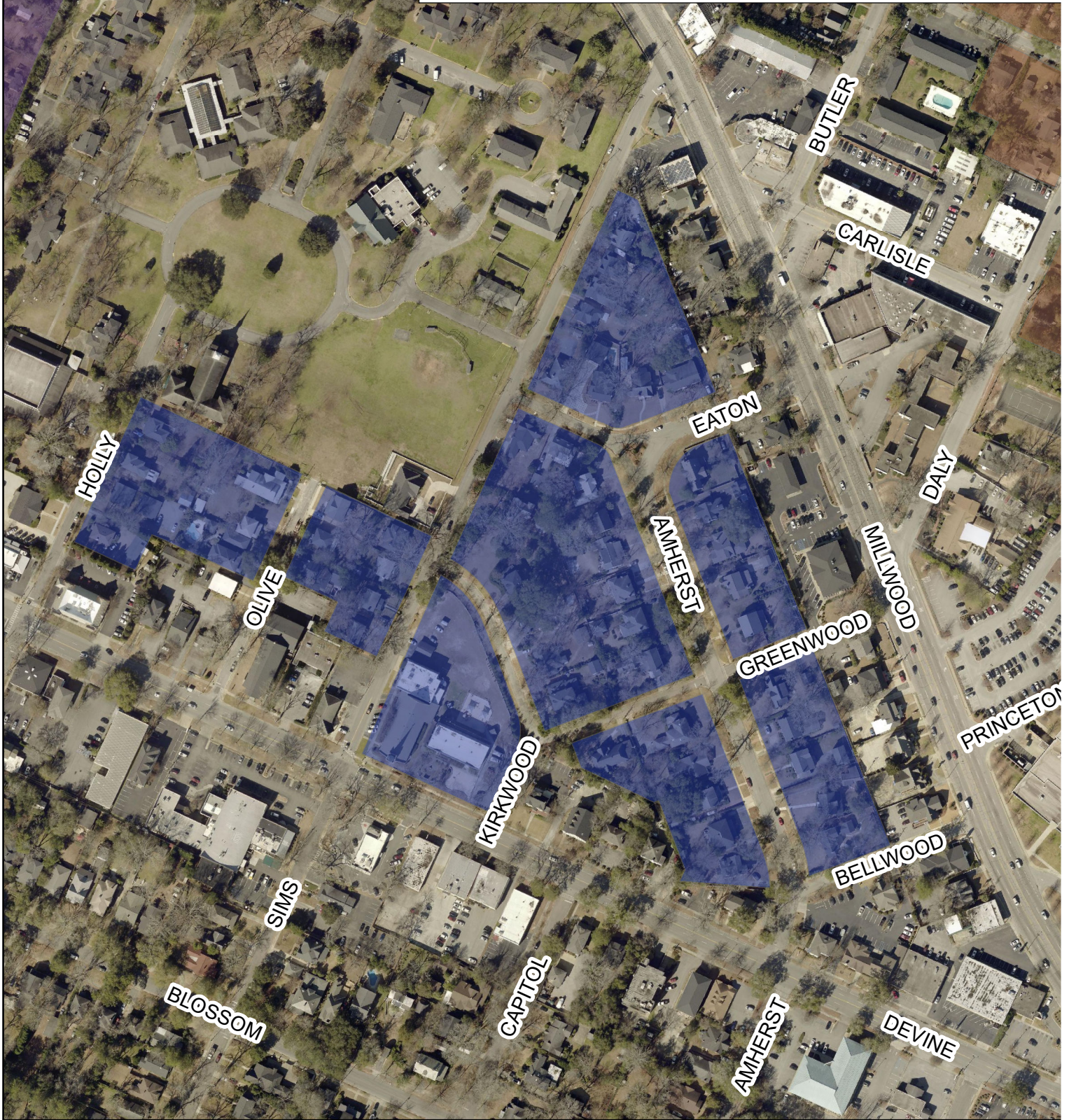
**Historic Preservation Overlay District
(OV-HP)
Landmark District**



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Packet Pg. 364

- Melrose Heights/Oak Lawn Architectural Conservation District
- Oakwood Court Architectural Conservation District
- Old Shandon/Lower Waverly Historic District Area A

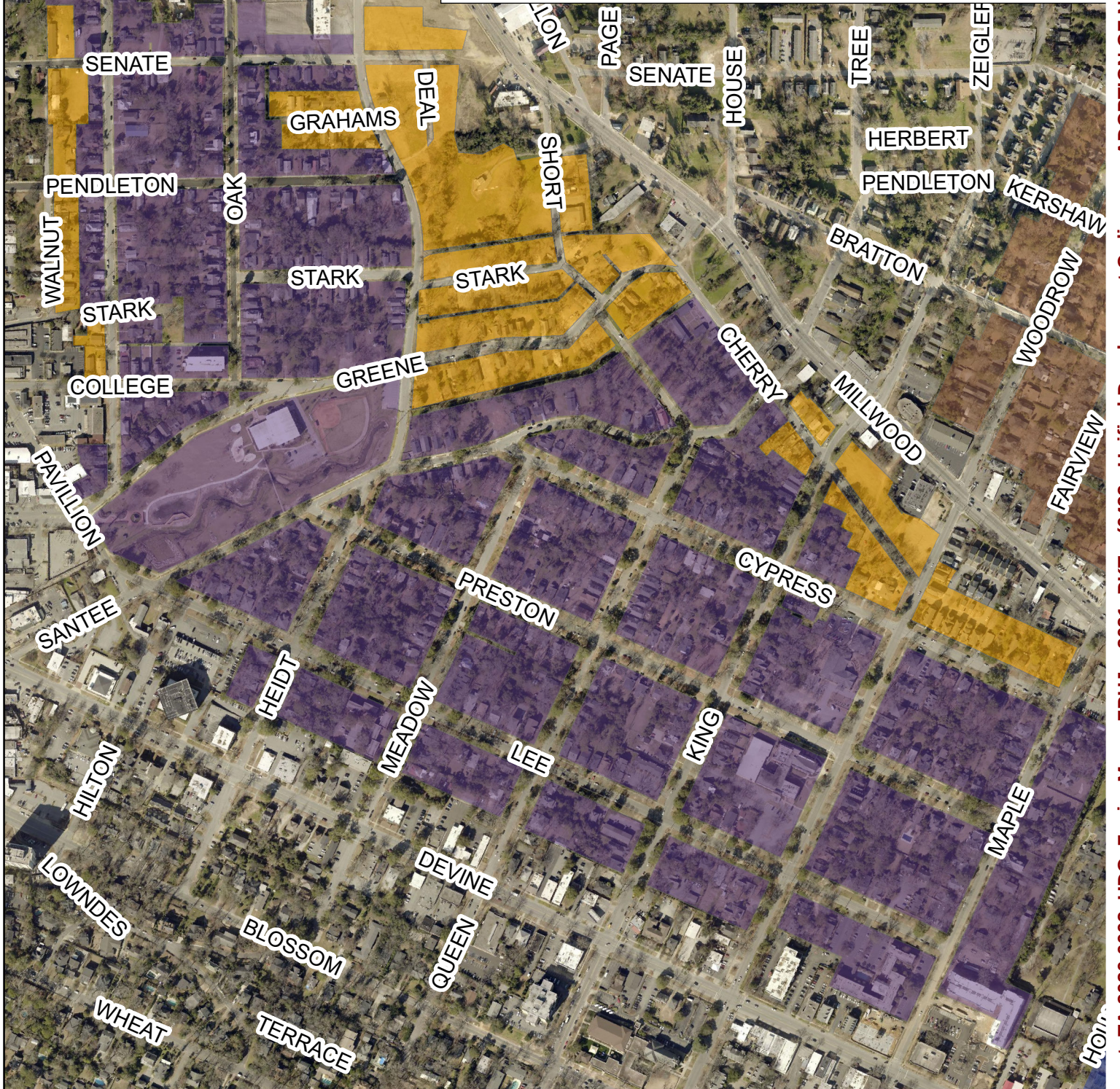


Created 10/29/2020
By: Shane Shaughnessy

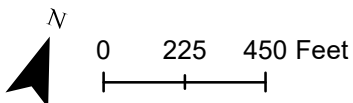
**Historic Preservation Overlay District
(OV-HP)
Oakwood Court**



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Attachment: TA-2020-0003_UDO_ZoningMaps_ZPHJan2021_PKT_ (6433 : United Development Ordinance - ADOPTION OF NEW CITY OF



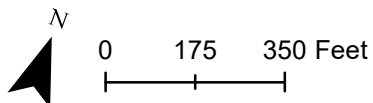
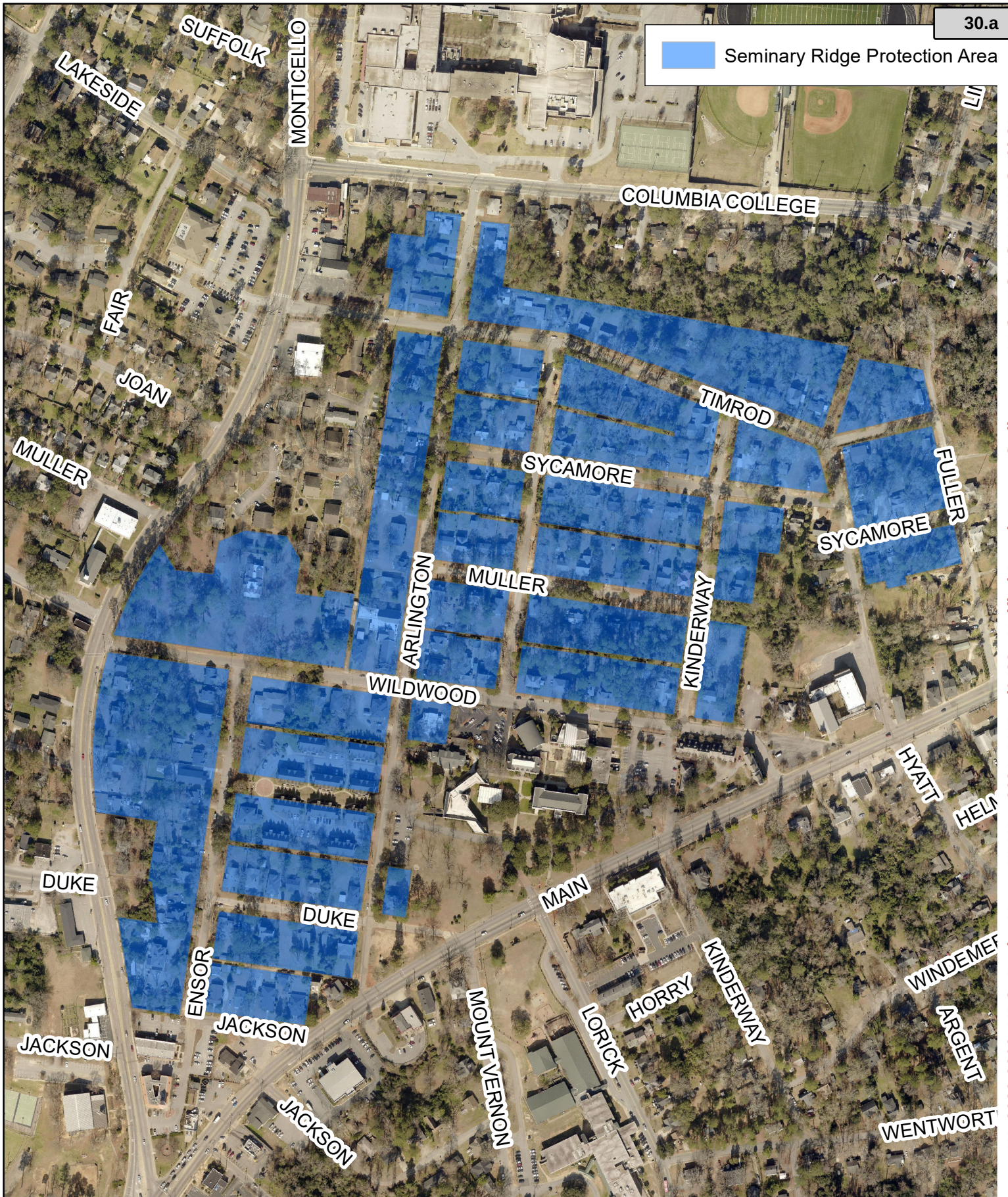
Created 10/29/2020
By: Shane Shaughnessy

Historic Preservation Overlay District
(OV-HP)
Old Shandon/Lower Waverly



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Seminary Ridge Protection Area



Created 10/29/2020
By: Shane Shaughnessy

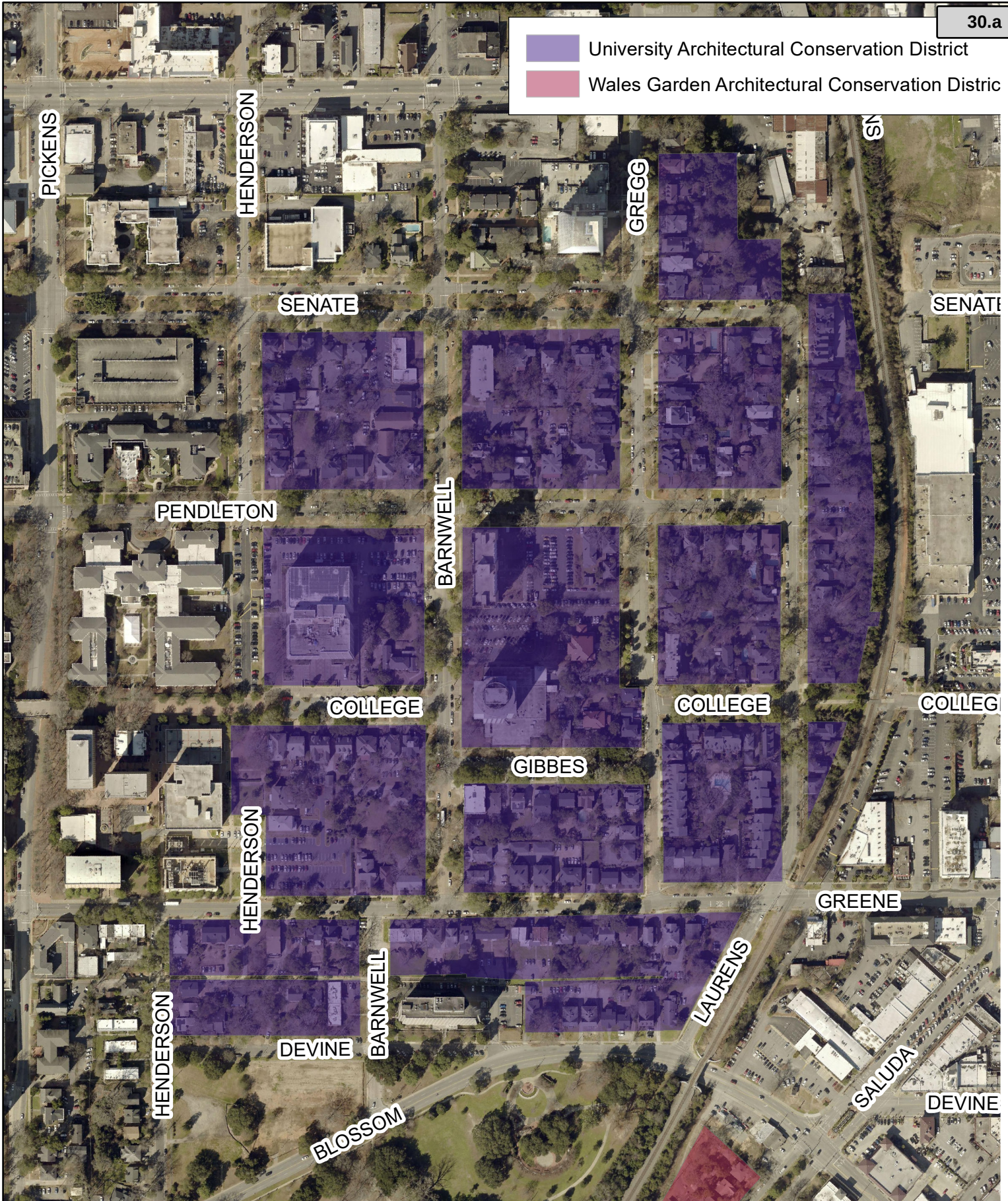
**Historic Preservation Overlay District
(OV-HP)
Seminary Ridge**



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Packet Pg. 367

- University Architectural Conservation District
- Wales Garden Architectural Conservation District

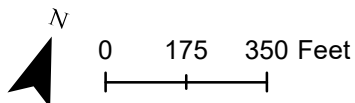
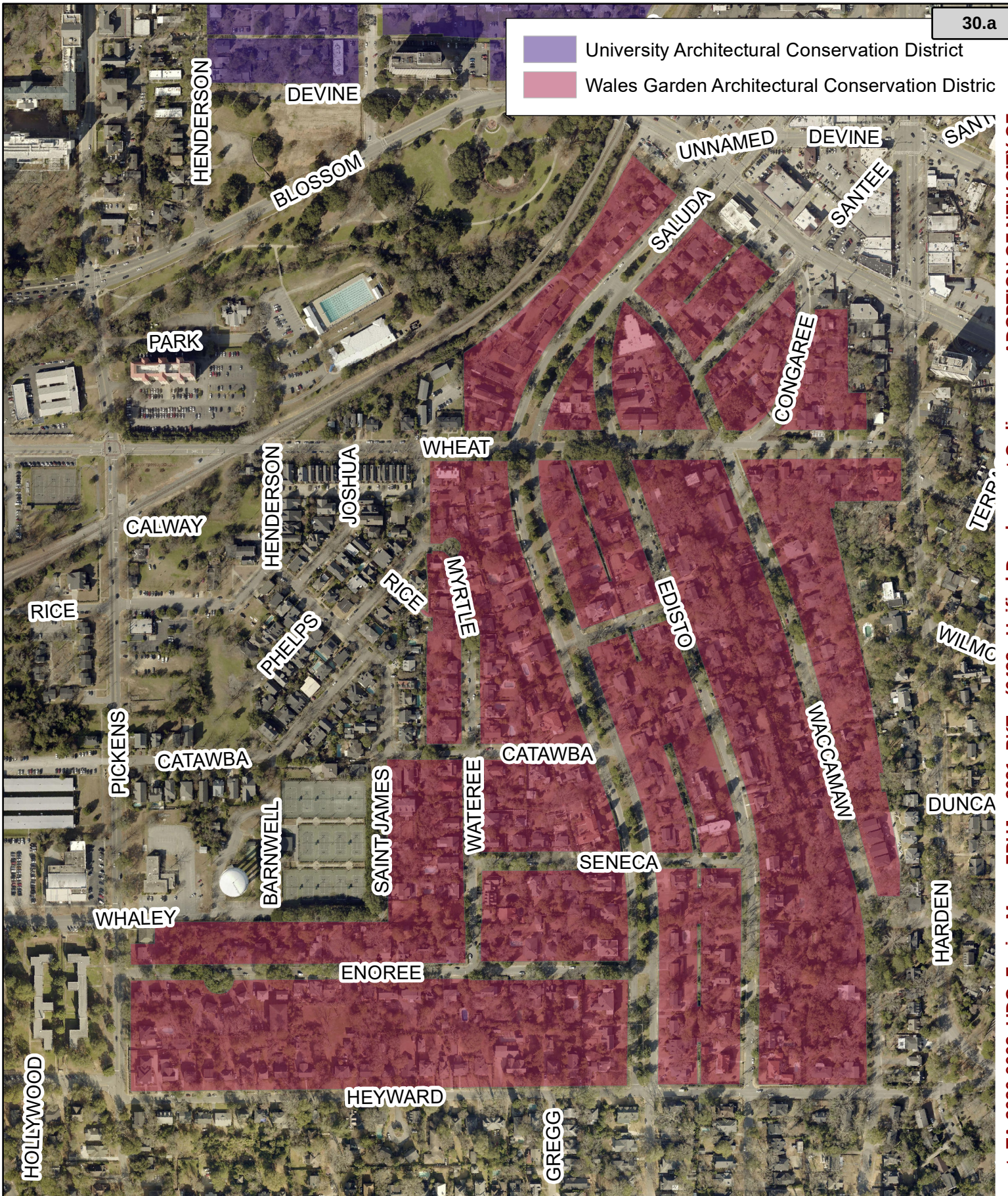


**Historic Preservation Overlay District
(OV-HP)
University District**



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- University Architectural Conservation District
- Wales Garden Architectural Conservation District



Created 10/29/2020
By: Shane Shaughnessy

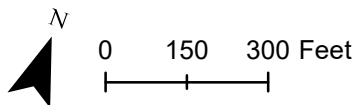
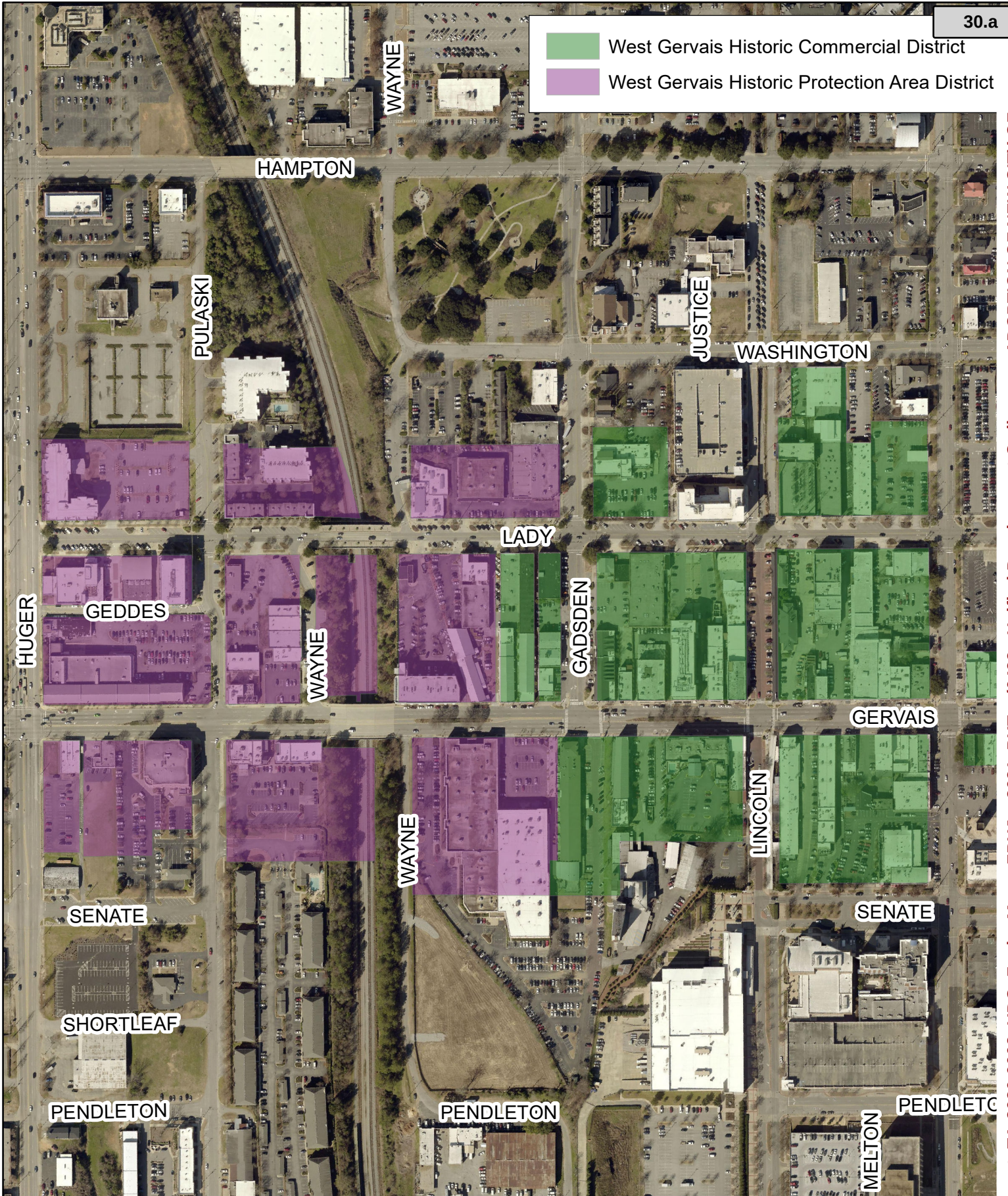
Historic Preservation Overlay District (OV-HP) Wales Garden



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Packet Pg. 369

-  West Gervais Historic Commercial District
-  West Gervais Historic Protection Area District



Created 10/29/2020
By: Shane Shaughnessy

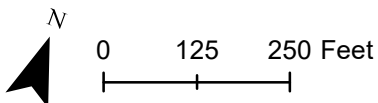
Historic Preservation Overlay District (OV-HP) West Gervais



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Packet Pg. 370

Waverly Protection Area



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By: Shane Shaughnessy

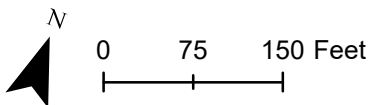
Historic Preservation Overlay District
(OV-HP)
Waverly



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Packet Pg. 371

- Granby Architectural Conservation District
- Whaley Street Historic Protection Area District



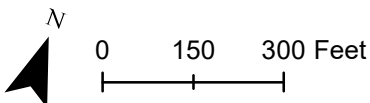
Created 10/29/2020
By: Shane Shaughnessy

**Historic Preservation Overlay District
(OV-HP)
Whaley Street**



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- Heathwood
- Shandon
- Sherwood Forest



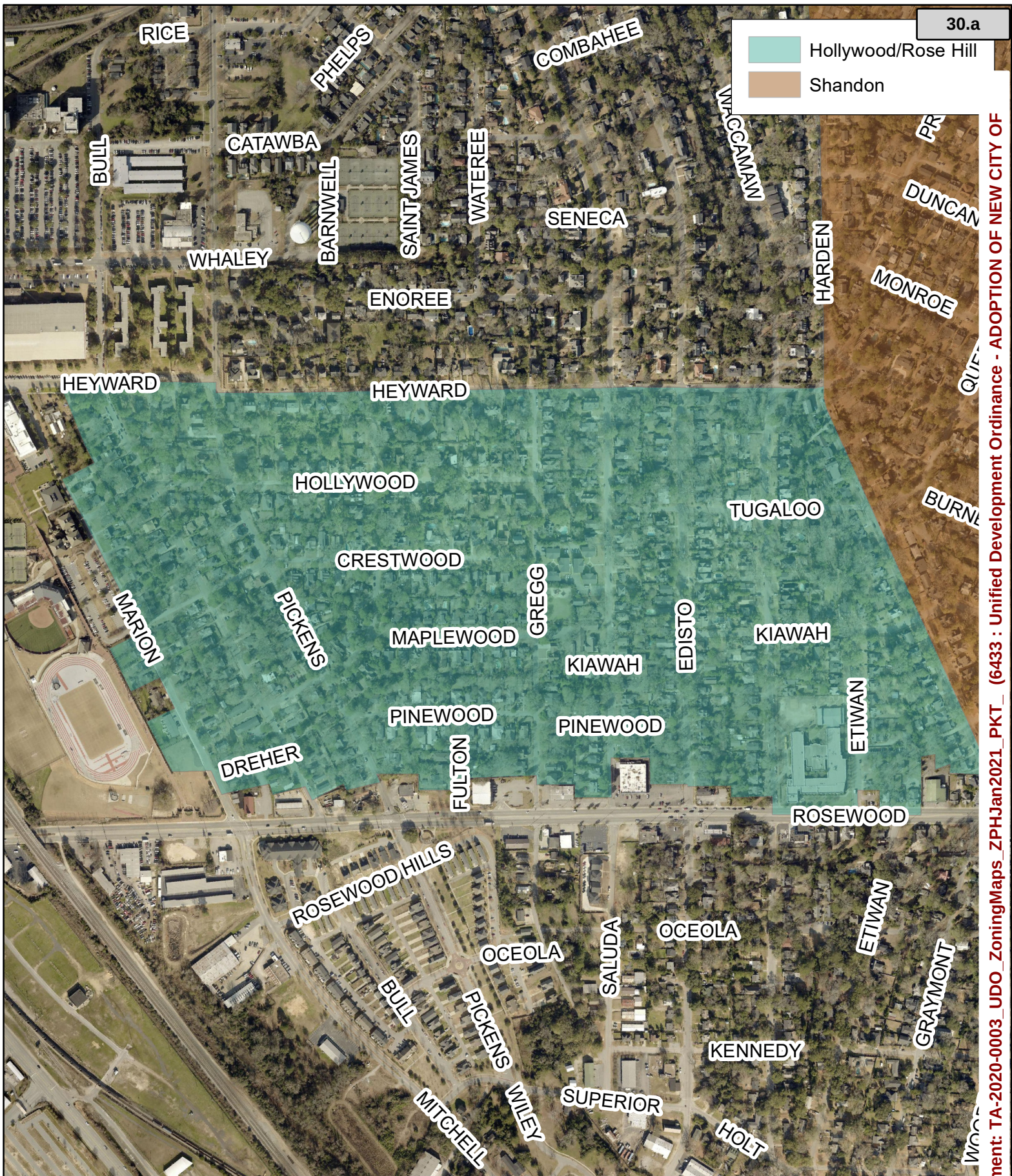
Created 10/29/2020
By: Shane Shaughnessy

Community Character Protection Overlay District
(OV-CCP)
Heathwood

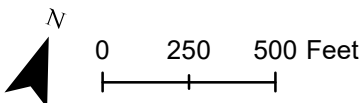


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Packet Pg. 373



Attachment: TA-2020-0003_UBO_ZoningMaps_ZPHJan2021_PKT_6433 : Unified Development Ordinance - ADOPTION OF NEW CITY OF



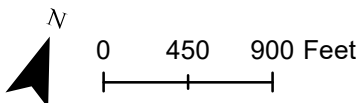
Created 10/29/2020
By: Shane Shaughnessy

Community Character Protection Overlay District
(OV-CCP)
Hollywood/Rose Hill



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- Heathwood
- Hollywood/Rose Hill
- Shandon
- Sherwood Forest



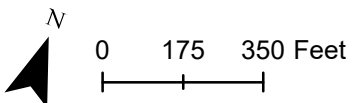
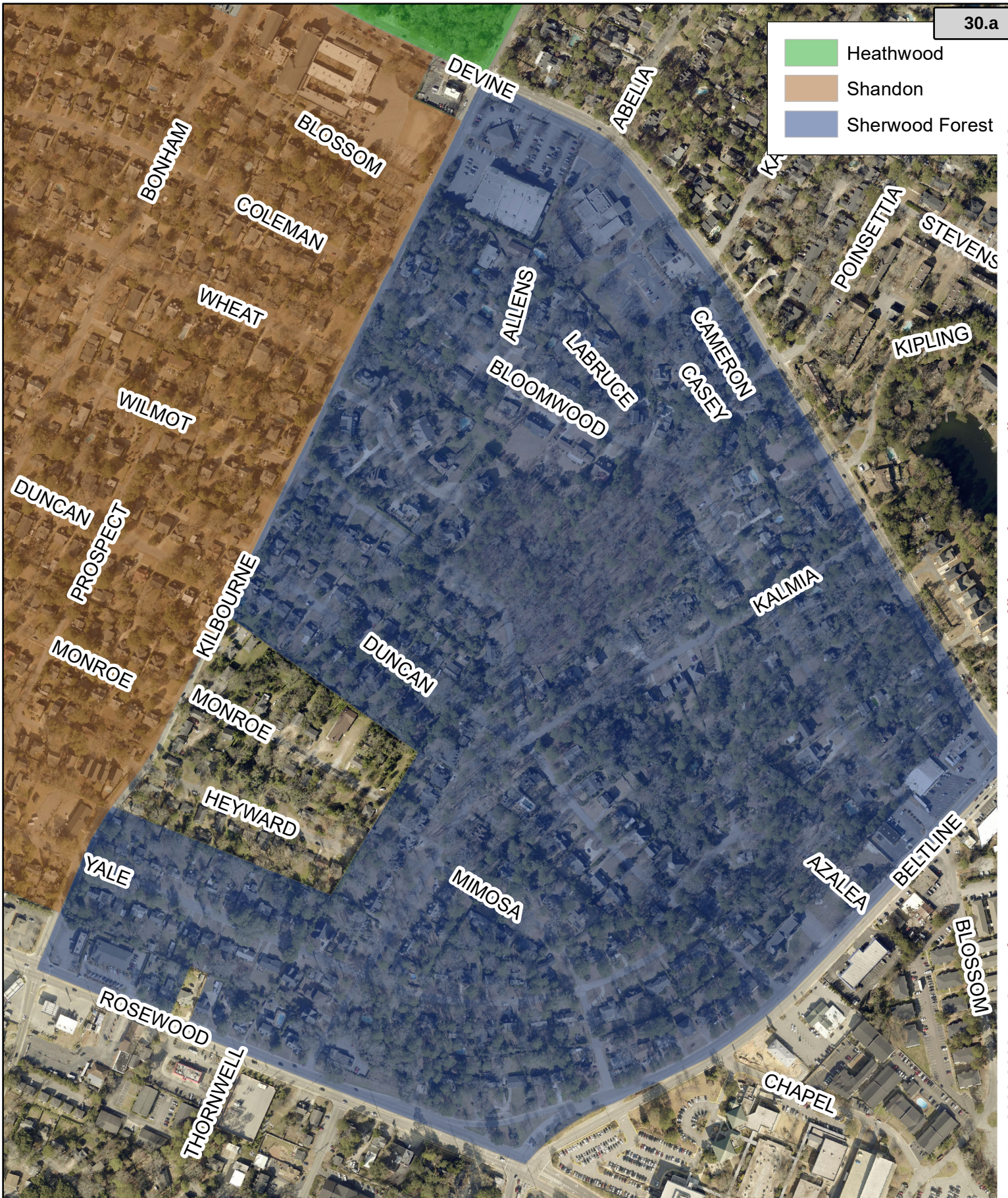
Created 10/29/2020
By: Shane Shaughnessy

Community Character Protection Overlay District
(OV-CCP)
Shandon



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- Heathwood
- Shandon
- Sherwood Forest



Created 10/29/2020
By: Shane Shaughnessy

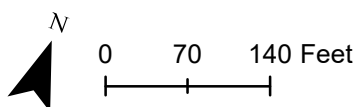
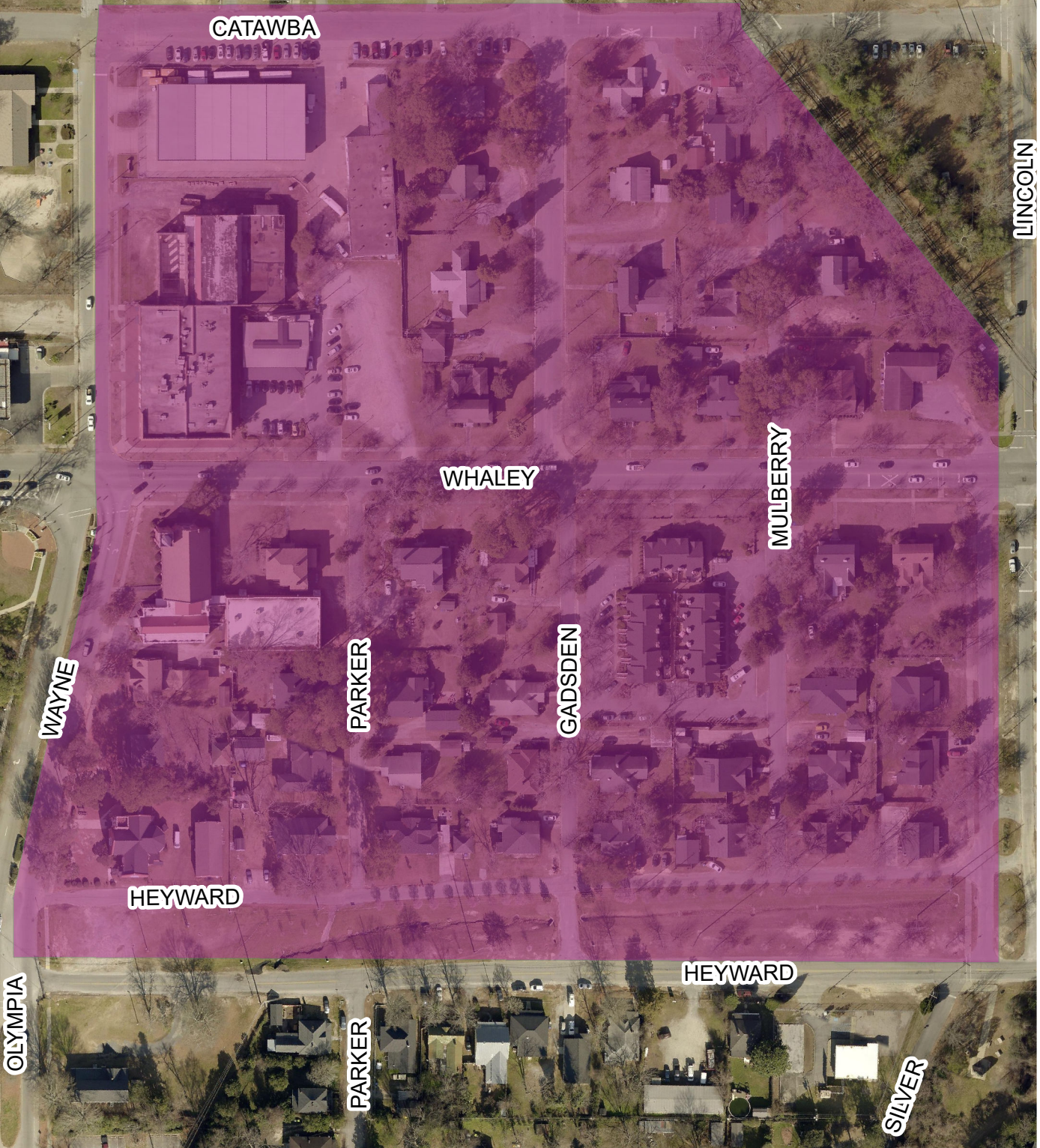
Community Character Protection Overlay District
(OV-CCP)
Sherwood Forest



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Packet Pg. 376

Whaley Street

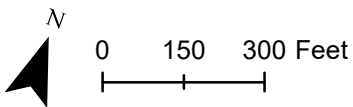
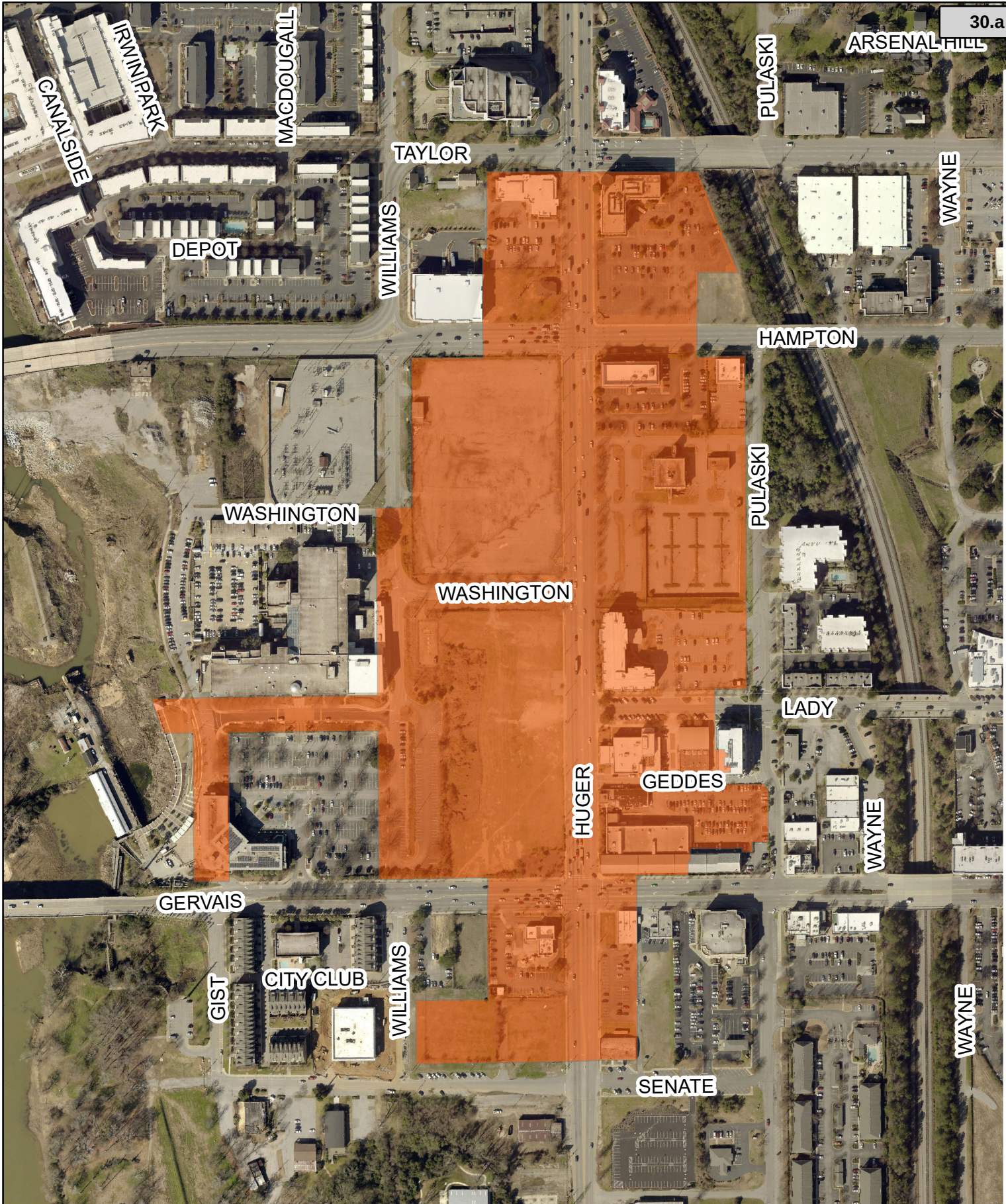


Created 10/29/2020
By: Shane Shaughnessy

Community Character Protection Overlay District
(OV-CCP)
Whaley Street



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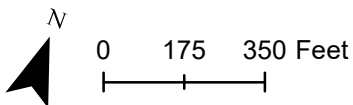
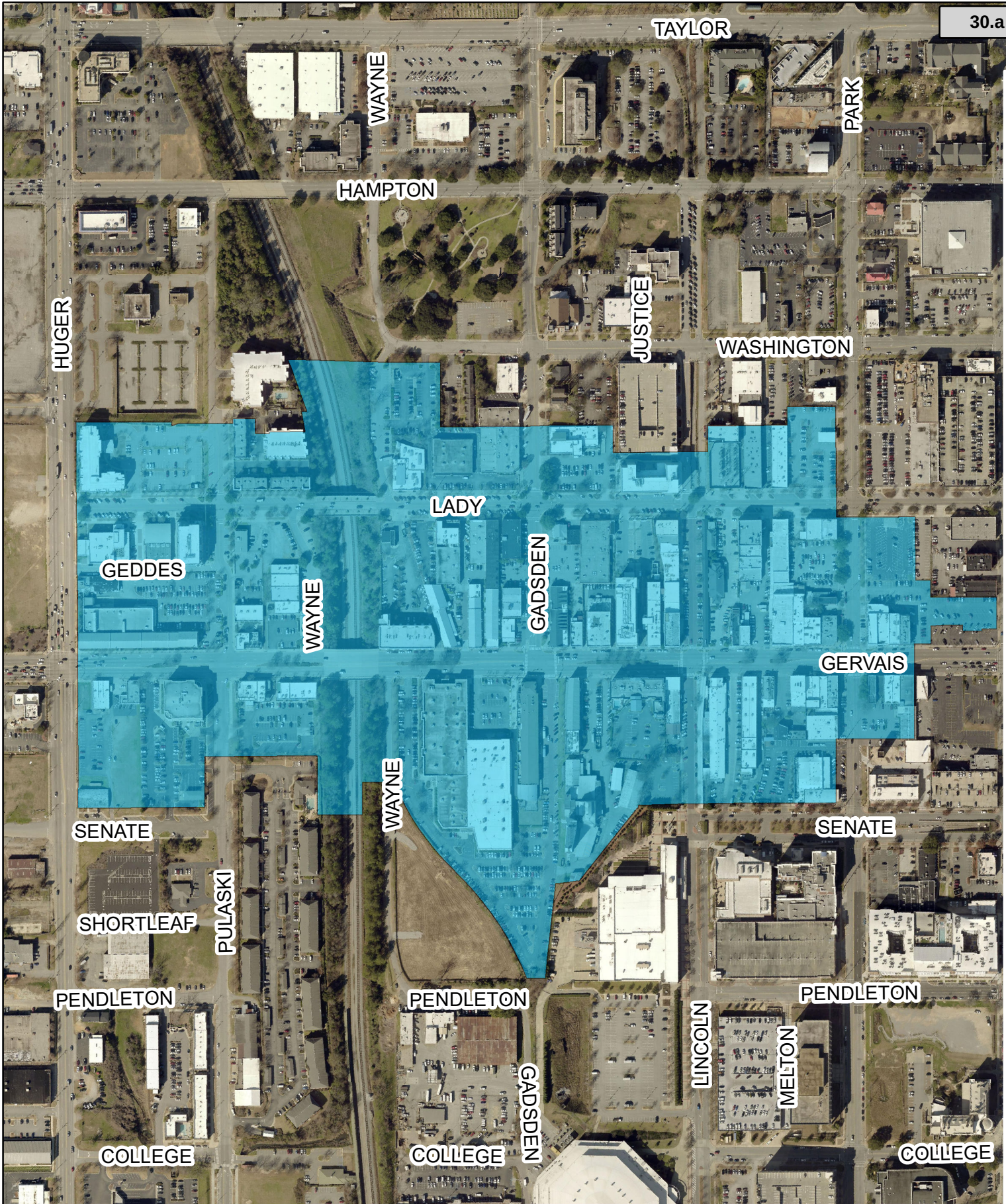


Created 10/29/2020
By: Shane Shaughnessy

Height and Setback View Corridor
Protection Overlay District
(OS-HSV)
Setback District 8-10 (OV-HSV S8/10)



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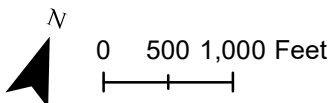
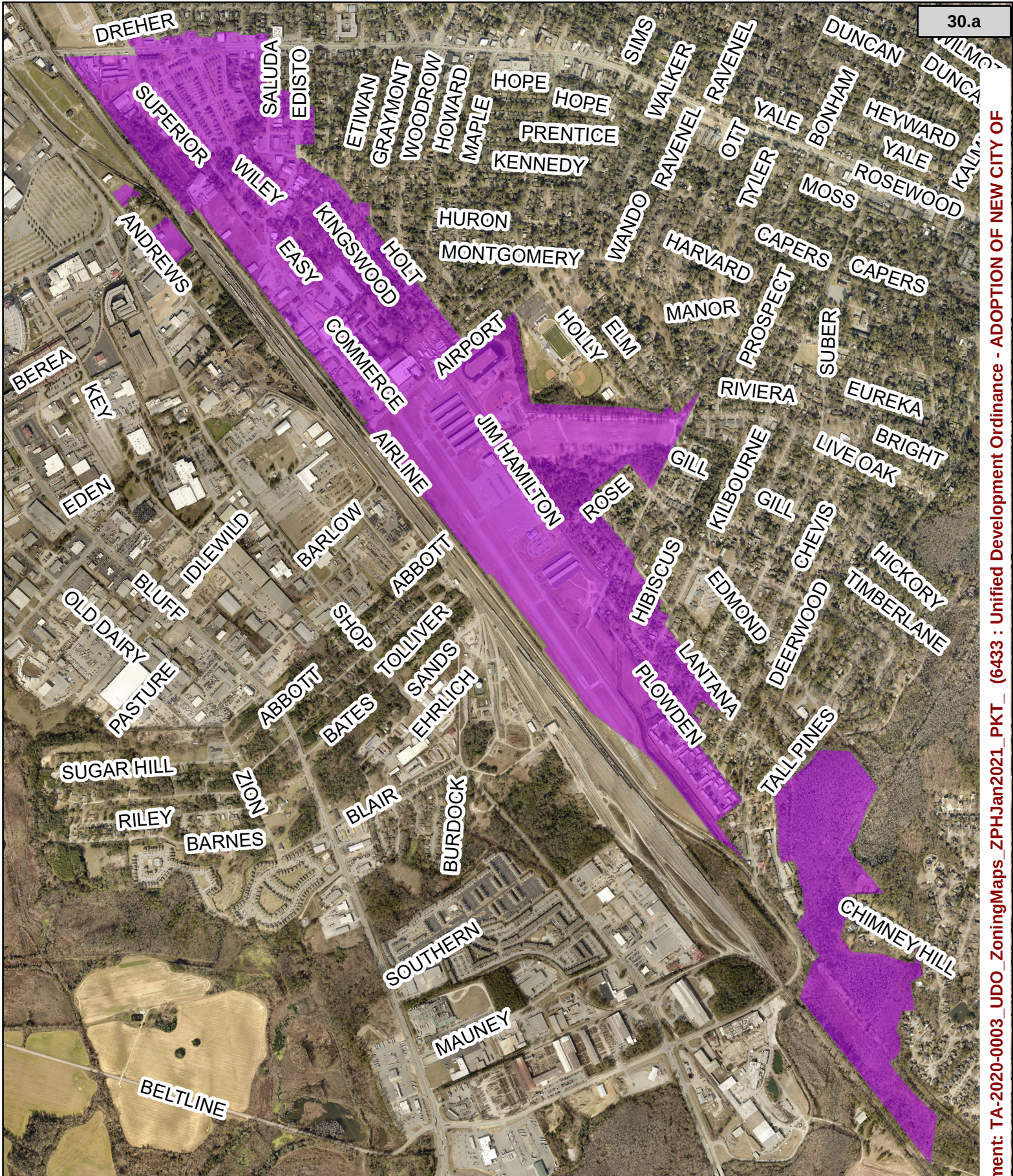


Created 10/29/2020
By: Shane Shaughnessy

**Height and Setback View Corridor
Protection Overlay District
(OS-HSV)
Height District 80/30 (OS-HSV H80/30)**



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Created 10/29/2020
By: Shane Shaughnessy

Airport Safety Overlay District (OV-A)



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Packet Pg. 380

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

WHEREAS, the City of Columbia adopted a Land Use Plan titled "Plan Columbia" later incorporated into the City's Comprehensive Plan known as "Columbia Compass" which established as priorities, among others, strong neighborhoods, better utilization of vacant structures and land, and a strong city center; and,

WHEREAS, the City's development code has not been updated in over forty years; and,

WHEREAS, the City adopted and subsequently amended a Uniform Development Ordinance (UDO) on August 20, 2019 for future execution to implement the recommendations of the Land Use Plan and provide an improved user-experience; and,

WHEREAS, the recently-adopted UDO contains new zoning districts to replace the legacy zoning districts; and,

WHEREAS, a new zoning map has been drafted, with public input, to enact these new districts; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this __ day of _____, 2021 that, in accordance with Ordinance No.: 2019-013, which repealed and replaced in its entirety the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning with Chapter 17, Unified Development Ordinance, the Official Zoning Map referenced in Section 17-1.7 is hereby established that applies to all parcels and property within the corporate boundaries of Columbia and shall be effective upon the effective date of the Uniform Development Ordinance. A copy of the map, which is incorporated herein by reference may be reviewed in electronic format at <http://www.weplanttogether.org/columbiareview>. A hard copy is available for inspection by appointment by contacting Zoning Division, 1136 Washington Street, Columbia, South Carolina, 29201; (803) 545-3333.

This ordinance shall be effective as of **March 31, 2021**.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2021-010

Granting an encroachment to the Municipal Association of South Carolina for the use of the right of way area of the 1400 block of Gervais Street for the installation and maintenance of planters and irrigation adjacent to 1411 Gervais Street, Richland County TMS#11401-04-05

WHEREAS, the Municipal Association of South Carolina (hereinafter "Grantee") desires to utilize a portion of the right of way area of the, 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 _____, 2021, that Grantee is hereby granted the right to use the right of way areas of the 1400 block of Gervais Street adjacent to 1411 Gervais Street, Richland County TMS#11401-04-05, for the installation and maintenance of two (2) fiberglass planters measuring approximately four (4') feet in height and four (4') feet in width 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.

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:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2021-010**



**1400 BLOCK OF GERVAIS STREET
ADJACENT TO 1411 GERVAIS STREET
PLANTERS AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 1411 Gervais Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of planters and irrigation.
Applicant:	Municipal Association of South Carolina
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of two (2) fiberglass planters measuring approximately four (4') feet in height and four (4') feet in width and irrigation, as shown on the attached drawing; 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.
----------------	---

CITY AGENCY COMMENTS FOR ENCROACHMENT

Planning	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval .
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.

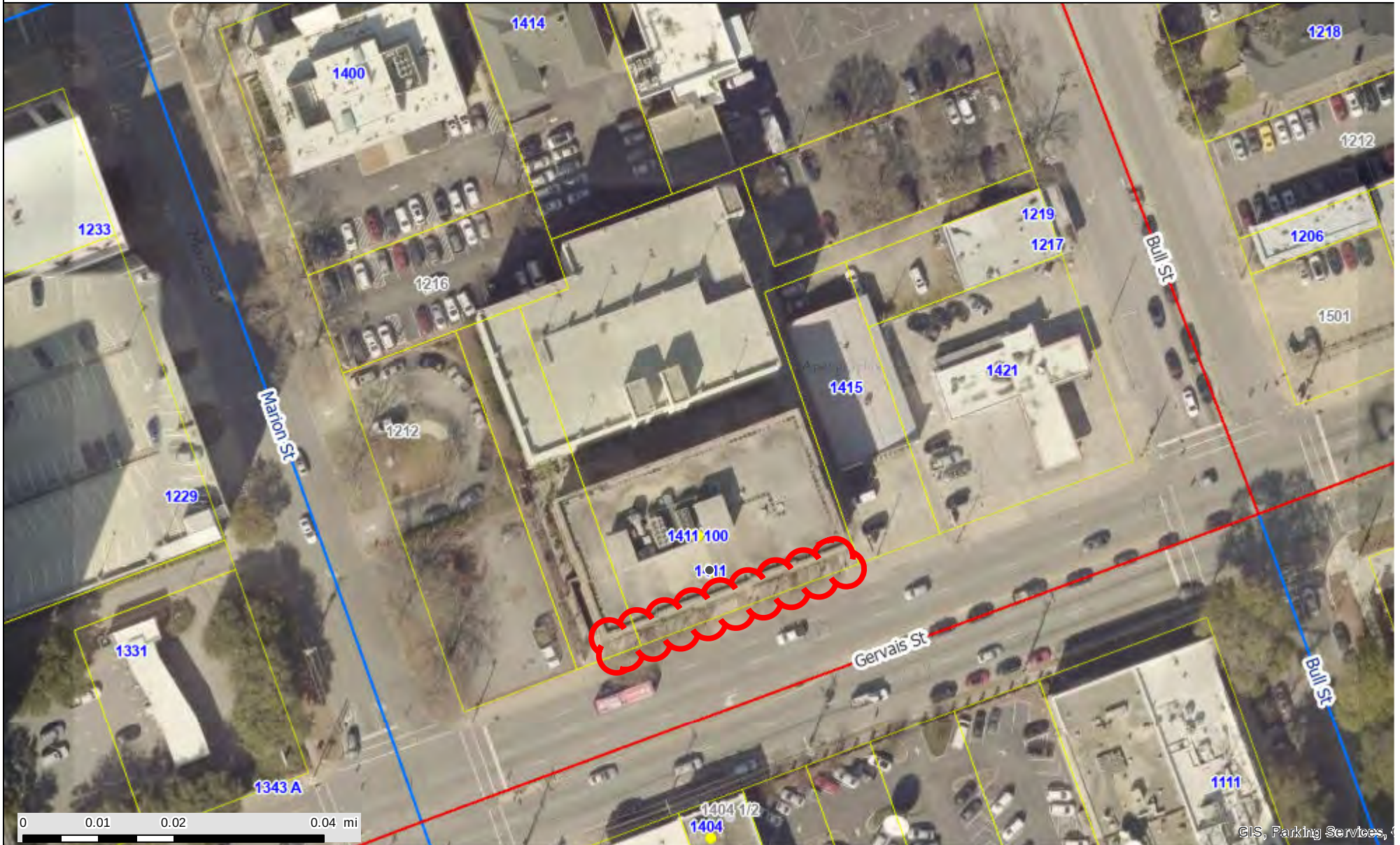
City of Columbia

1411 Gervais Street

31.a



Tuesday, January 26, 2021



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Packet Pg. 385

Attachment: 2021-010 encroachment MAS 1411 Gervais Street (6549 : Ordinance No.: 2021-010 encroachment -

**REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)**

31.a

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by mail at jechambers@columbiasc.net; fax at 803-343-8779; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation 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 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.

Date: 1/11/2021 Property Owner: Beth Smith-Pollom
Applicant's Name if different from Property Owner: _____
Contact Information: Telephone Number: 803-401-4272 Fax Number: 8032525989
Mailing address: 1301 Gervais Street Columbia, SC 29201 E-mail address: Beth.SmithPollom@colliers.com
Business Name/Development Name for Encroachment: SC Municipals Association
Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☒ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers ☐ Sidewalk/Walkway
☒ Planters ☐ Awning ☐ Underground Utilities ☐ Other: _____

Dimensions (height/width/length): Rimmed round planter is 48" wd and 42" ht. Planter can be found at (http://www.oldtownfiberglass.com/products/standard-planters/cylinders/rimmed/)
(i.e. 6'x42' wooden privacy fence; two 12'x4'x3' concrete steps) Irrigation will be covered under existing brick pavers.

Construction material: Planter will be constructed of fiberglass

☐ **OUTDOOR DINING:** The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____
Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____
Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: _____

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: _____

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT

Johnathan Chambers
John Fellows
Brian Cook
Jerry Thompson
Fanessa Pinckney
Amy Moore
Robert Harkins
Denny Daniels
Robert Anderson
Robert Sweat
David Brewer
Sara Hollar
John Hooks
Chip Timmons
David Koon
John David Spade
LR: 7/2014

DEPARTMENT

Development Services (Land Development)
Development Services (Planning)
Development Services (Zoning)
Development Services (Building Inspections)
Development Services (Permits)
Development Services (Historic Preservation)
Development Services (Plans Review)
Utilities & Engineering (Construction Management)
Public Works (Administration)
Public Works (Street Division)
Public Works (Traffic Engineering)
Public Works (Forestry & Beautification)
Public Works (Solid Waste)
Risk Management
Fire Department
Parking Services

PHONE

803-545-3333
803-545-3222
803-545-3332
803-545-3420
803-545-3420
803-545-3222
803-545-3420
803-545-3400
803-545-3780
803-545-3790
803-545-3850
803-545-3860
803-545-3800
803-733-8306
803-545-3701
803-545-3070

FAX

803-343-8779
803-733-8647
803-733-8647
803-733-8699
803-733-8699
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803-733-8647
803-988-8199
803-733-8648
803-545-3785
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803-733-8523

E-MAIL

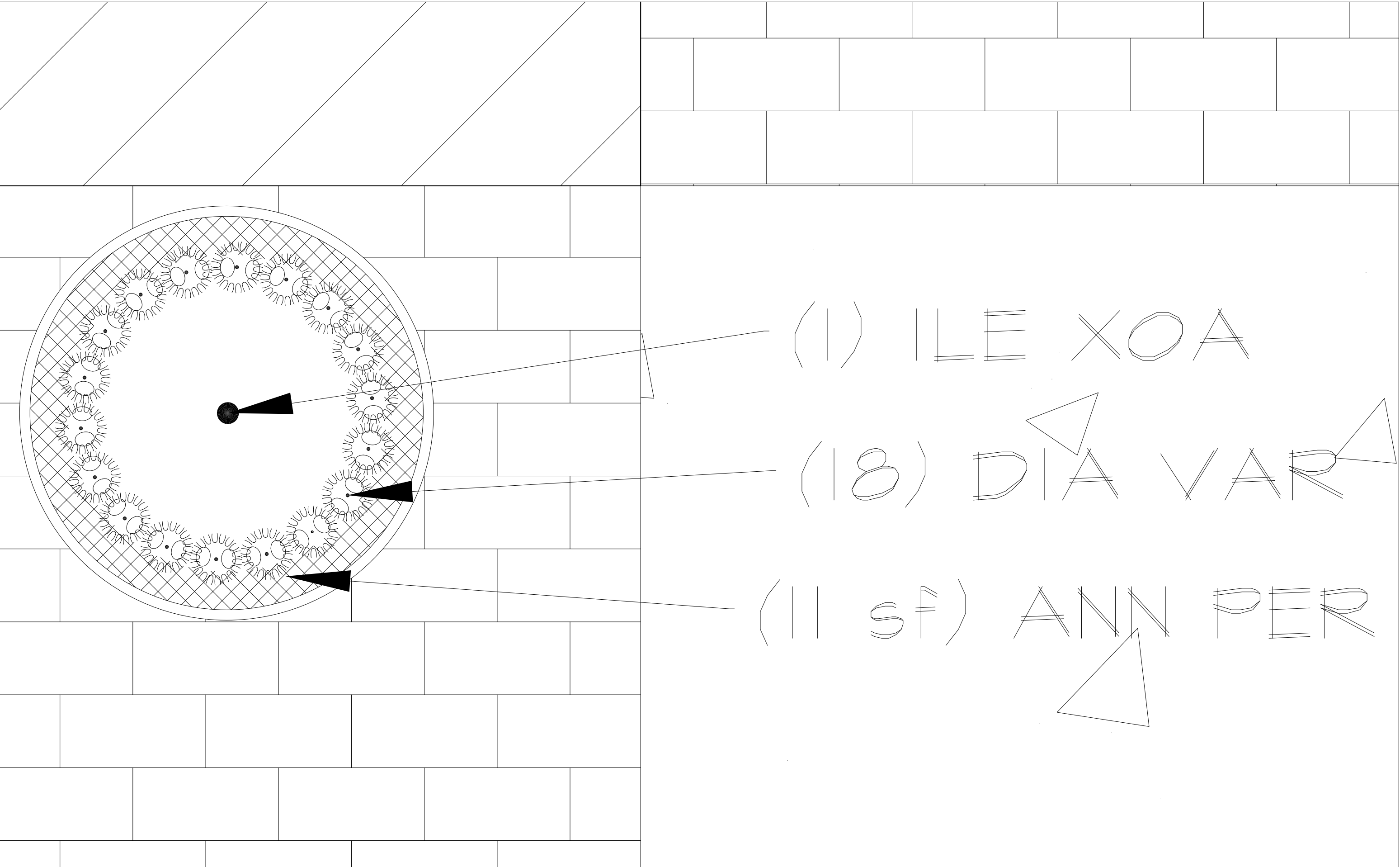
jechambers@columbiasc.net
jsfellows@columbiasc.net
kbcook@columbiasc.net
jlthompson@columbiasc.net
fcpinckney@columbiasc.net
aemoore@columbiasc.net
rlharkins@columbiasc.net
jddaniels@columbiasc.net
raanderson@columbiasc.net
rgsweatt@columbiasc.net
ddbrewer@columbiasc.net
sehollar@columbiasc.net
jphooks@columbiasc.net
catimmons@columbiasc.net
cfdgkoon@columbiasc.net
spade@columbiasc.net

PLANT SCHEDULE

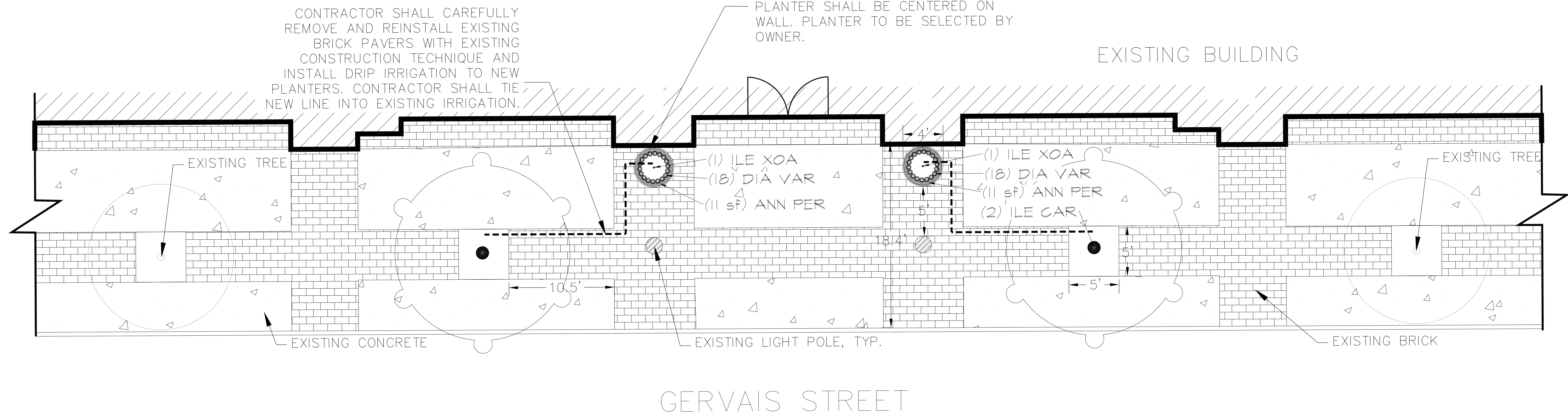
TREES	BOTANICAL / COMMON NAME	CAL	SIZE	QTY	REMARKS	
ILE CAR	Ilex opaca 'Carolina #2' / Carolina #2 American Holly	-	14-16' HT.	2	TREE FORM/ LIMB 1' MINIMUM CLEARANCE FROM LOWEST LIMB	
ILE XOA	Ilex x 'Magland' TM / Oakland Holly	-	6' HT.	2	SPECIMEN GRADE/ LIMBED TO GROUND	
SHRUBS	BOTANICAL / COMMON NAME	CONT	SIZE	SPACING	QTY	REMARKS
DIA VAR	Dianella tasmanica 'Variegata' / Variegated Flax Lily	#1	8"-10" HT	6" o.c.	36	
GROUND COVERS	BOTANICAL / COMMON NAME	CONT	SPACING	SPACING	QTY	REMARKS
ANN PER	Annuals/Perennials / To Be Selected By Owner	FLAT			22 sf	

GENERAL NOTES

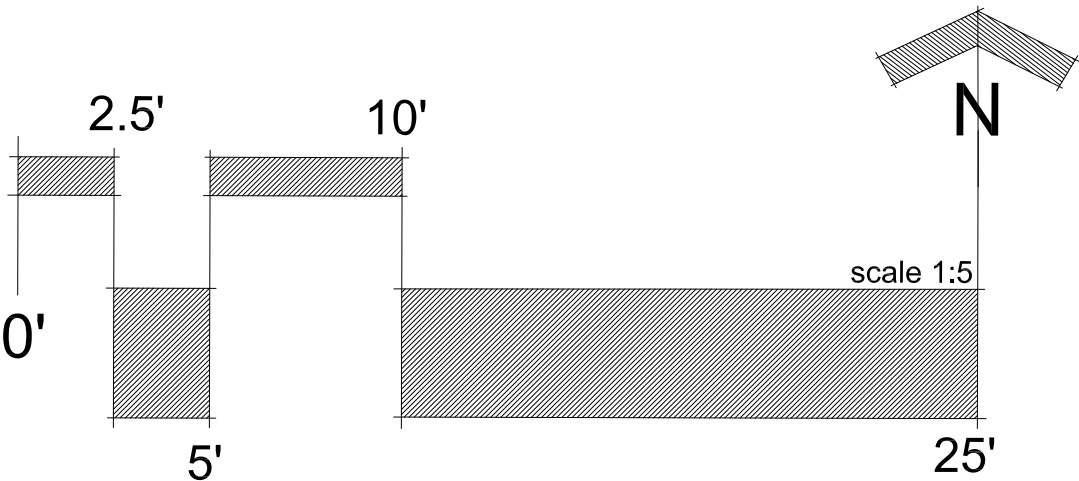
1. THE DRAWING IS BASED ON 2020 RICHLAND COUNTY GIS AND FIELD MEASUREMENTS.
2. QUANTITIES ARE SHOWN FOR INFORMATION ONLY. THE CONTRACTOR IS RESPONSIBLE FOR HIS OR HER OWN QUANTITIES. IF THERE IS A CONFLICT BETWEEN QUANTITIES AND SPACING, SPACING SHALL PREVAIL.
3. ALL NEW TREES, SHRUBS,LAWN, AND GROUNDCOVER SHALL BE MECHANICALLY IRRIGATED.
4. ALL TREES AND SHRUBS SHALL BE MULCHED WITHIN TWO DAYS AFTER PLANTING. MULCH SHALL COVER THE AREA OF THE PLANTING PIT, BED, OR SAUCER AROUND EACH PLANT.
5. ANY AREA DISTURBED DURING CONSTRUCTION NOT COVERED BY NEW CONSTRUCTION SHALL BE REPLACED WITH EXISTING MATERIAL (BRICK/CONCRETE/ETC.). MATCH EXISTING AT NO ADDITIONAL COST TO THE OWNER.
6. ALL PLANTS SHALL MEET THE STANDARDS AND SPECIFICATIONS OF THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION. PLANT SIZE TAKES PRECEDENCE OVER CONTAINER SIZE AS THE MOST DESCRIPTIVE SPECIFICATION.
7. PLANTERS SHALL BE FILED WITH SPECIFIED PLANT MIX PER SPECIFICATIONS ON L-2.
8. OWNER TO SELECT PLANTER AND COLOR FROM MANUFACTURERS LIST, PRIOR TO CONSTRUCTION.
PLANTER: ~RIMMED 48" wd x 42" ht
(<http://www.oldtownfiberglass.com/products/standard-planters/cylinders/rimmed/>)
PLANTERS SHALL HAVE A MANUFACTURER WATERPROOF LINER INSTALLED IN PLANTER. "INTERNAL RESERVOIR"
THE PLANTER SHALL BE PURCHASED FROM OLD TOWN FIBER GLASS
SC SALES REP: PAUL JACKSON (EMAIL): PAUL@SITEINNOVATION.NET (T): (704) 814-0603 (M): (704) 301-7319
9. PLANT OPTIONS FOR ANNUALS:
FALL/WINTER PLANT OPTIONS: TRAILING PANSIES, ORNAMENTAL CABBAGE, HEUCHERA (CORAL BELLS), SWISS CHARD, VIOLAS
SPRING/SUMMER PLANT OPTIONS: DUSTY MILLER, VINCA, SUN PATIENTS, SNAP DRAGONS, PURPLE SWEET POTATO VINE
10. CONTRACTOR SHALL SUBMIT A TEMPORARY ENCROACHMENT PERMIT PRIOR TO CONSTRUCTION. PERMIT CAN BE FOUND AT (<https://www.columbiasc.net/development-inspections/encroachments>). CONTRACTOR MUST HAVE CERTIFICATE OF INSURANCE.



PLANTER ENLARGEMENT



SC Municipal Association
Columbia, SC

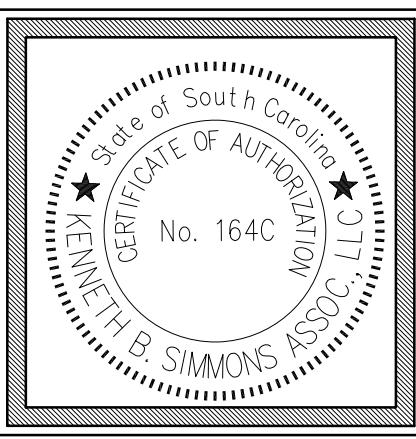
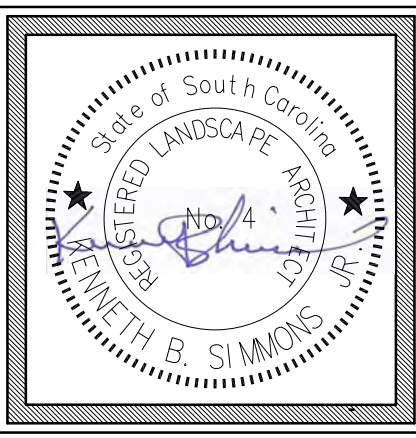


KBS
Kenneth B. Simmons Associates, LLC
landscape architecture & planning
2711 Middleburg Drive, Suite 210
Columbia, South Carolina 29204
(803) 254-3791 www.kbsala.com

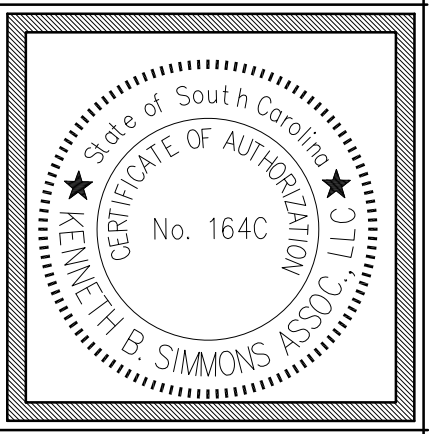
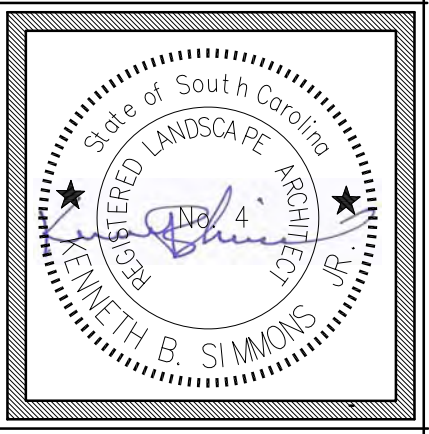
SHEET NO.
LS 01
OF **02**

Planting Plan
1411 Gervais Street

Attachment: 2021-010 encroach MASC 1411 Gervais Street (6549) - Ordinance No.: 2021-010 encroach - Municipal Association of South Carolina -1411 Gervais Street



ALL RIGHTS RESERVED. THIS DRAWING AND THE DESIGN SHOWN THEREON ARE THE PROPERTY OF KENNETH B. SIMMONS ASSOCIATES. THE REPRODUCTION, COPYING, OR USE OF THIS DRAWING OR THE DESIGN THEREON, OR ANY PART THEREOF, WITHOUT THE WRITTEN CONSENT OF KENNETH B. SIMMONS ASSOCIATES IS PROHIBITED AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION.



Planting Details
1411 Gervais Street

Attachment: 2021-010 encroach MASC 1411 Gervais Street (6549 : Ordinance No.: 2021-010 encroach - Municipal Association of South Carolina -1411 Gervais Street)

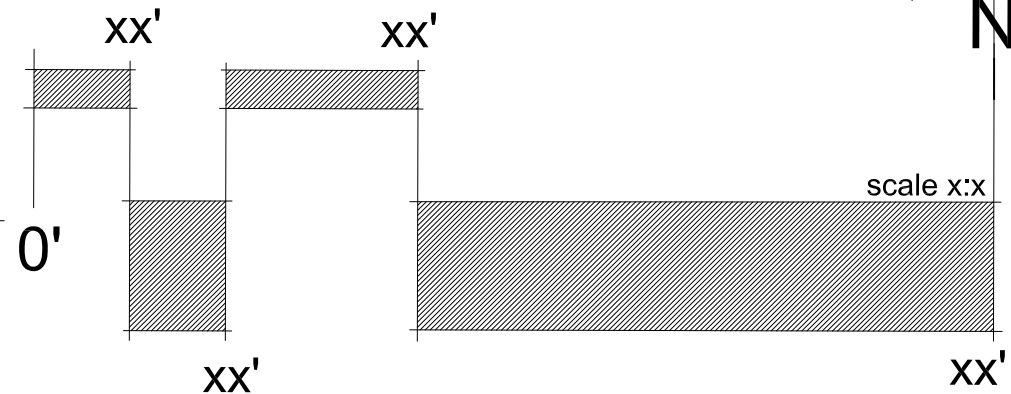
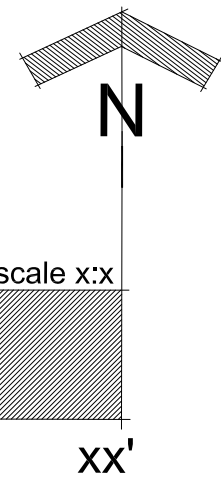
SHEET NO.

LS 02

OF 02

K:S

Kenneth B. Simmons Associates, LLC
landscape architecture & planning
2711 Middleburg Drive, Suite 210
Columbia, South Carolina 29204
(803) 254-3791 www.kbsala.com



SC Municipal Association
Columbia, SC



DATE12/16/2020

PROJ. NO.2279

DRAWN KMS

CHECKED AMC

PRINTED

REVISIONS

6. If the Contractor does not make tests at representative locations and file results with the Owner, or if he plants in areas shown to have poor drainage without a written release, he shall be liable for any guaranteed replacements due to subsurface water damage.

D. PLANTING MIXTURE
Soil used in planting to be topsoil mixed with one (1) part peat and one (1) part manure to five (5) parts soil. Very poor soils shall not be used. Except for ericaceous plants, very acid or sour soil (having a pH of less than six (6)) to be thoroughly mixed with sufficient slag to produce a slightly acid reaction (a pH of six to six point five (6.0–6.5)). Soil used in planting to be thoroughly mixed with five (5) pounds of 16–4–8 (50% organic) formula commercial fertilizer per cubic yard.

E. EXCESS SOIL
Excess excavated soil from planting operations to be disposed of.

F. SETTING PLANTS
All plants planted in pits, centered, and set on compacted planting mixture to such a depth that the finished grade level at the plant after settlement will be the same as that at which the plant was grown. Wire and binding to be removed from around the trunk of the plant. Planting mixture placed and compacted carefully to avoid injury to roots. Fill the hole to finished grade and form a saucer around each plant.

G. MULCHING
All plants mulched with a three inch (3") layer of pine straw within two (2) days after planting. Mulch to cover the area of the planting pit, bed, or saucer around each plant.

3.06 – MAINTENANCE
Maintenance to begin immediately following the last operation of installation for each plant and continue in accordance with the following requirements: New planting to be protected and maintained until installation of planting is complete plus a minimum of ninety (90) days. Maintenance includes watering, weeding, cultivating, mulching, removal of dead material, reinserting plants to proper grades and restoration of the planting saucers.

3.07 – INSPECTION FOR ACCEPTANCE
A. INSPECTION
Inspection of the work of planting will be made at the conclusion of the maintenance period.
B. ACCEPTANCE
After inspection, the Contractor will be notified of acceptance of all work, exclusive of the possible replacement of plants subject to guarantee, or the requirements for completion of the work.

3.08 – PLANT GUARANTEE AND REPLACEMENT
A. QUARANTEE
Plants shall be guaranteed for one (1) year from the substantial completion of the planting and shall be alive and in satisfactory growth at the end of the guarantee period.
B. REPLACEMENT
At the end of the guarantee period an inspection will be made. Any plant that is dead or not in satisfactory growth shall be removed. These and any plants missing, due to the Contractor's negligence, shall be replaced.
C. MATERIALS AND OPERATION
All replacements shall be plants of the same kind and size as specified. They shall be furnished and planted as specified under New Planting. The cost of such replacements shall be by the Contractor.

END OF SECTION

2.11 – SAMPLES, TESTS, AND INSPECTIONS
A. NOTICE OF SOURCES
Within ten (10) days following acceptance of the bid, the Owner shall be notified of the sources of the materials required.
B. TOPSOIL TO BE FURNISHED
The Owner reserves the right to inspect the topsoil to be furnished.
C. PLANTS
The Contractor is responsible for all certificates of inspection that may be required by Federal, State, or other authorities.

PART 3 – EXECUTION:
3.01 – TIME OF PLANTING
The Contractor will be notified when he can start work. At the option and on the full responsibility of the Contractor, planting operations may be conducted under unreasonable conditions without additional compensation.

3.02 – SPRAYING
Plant material shall be sprayed as needed to control diseases and pest.

3.03 – PRUNING AND REPAIR
Upon completion of the work, all trees and shrubs shall be pruned only as needed. All cuts shall be made flush.

3.04 – OBSTRUCTION BELOW GROUND OR OVERHEAD
A. Where these conditions are encountered and where obstructions cannot be removed and where trees are found to be under overhead wires, other locations will be designed.
B. Removal of obstructions, relocation of construction and provision of drainage for planting shall be done only as directed. If changes in the location of the work, or if the removal of obstructions involves additional work, the Contractor shall not proceed until authorized.

3.05 – NEW PLANTING
A. LAYOUT
New planting to be located where shown on the plans.
B. PLANTING PITS
Circular pits excavated for all plants except for hedge and plants to be planted in beds. Diameter of pits for plant material two feet (2') greater than the diameter of the ball. The depth of pits for trees and shrubs shall be deep enough to accommodate the ball when the plant is set to finished grade allowing for compacted planting mixture in the bottom of the pit.

C. PERCOLATION TESTS
Subsurface drains have not been included as part of the project; therefore, the Contractor is to make such percolation tests as necessary to determine if subsurface drainage conditions are so poor as to support moisture conditions fatal to plantings. The following procedure is recommended.
1. Wait at least twenty-four (24) hours after rain and dig test pit twelve inches (12") square or twelve and one-half inches (12 1/2") in diameter to depth of bottom of plant bed, trench or pit; remove all loose soil (if standing water is visible, notify the Owner).
2. Quickly fill bottom with six inches (6") of water (approximately three and one-fourth (3 1/4) gallons).
3. Record length of time from filling until disappearance of water and divide number of minutes by six (6) to give average time of one inch (1") fall.
4. Compare one inch (1") fall time with the following table:
One inch (1") in zero to three (0–3) minutes indicates rapid absorption.
One inch (1") in three to five (3–5) minutes indicates medium absorption.
One inch (1") in five to thirty (5–30) minutes indicates slow absorption.
One inch (1") in over sixty (60) minutes indicates impervious soil.
5. If test indicates soil to be semi-impervious or impervious, notify the Owner before proceeding.

SECTION 02830--PLANTING
PART 1 – GENERAL:
1.01 – SCOPE
The Contractor shall furnish all material and labor necessary for the installation of trees and shrubs, plus maintenance, guarantee and replacement of plants. Furnish a unit price for each plant type (installed complete) for the purpose of adding or deleting plants.

PART 2 – PRODUCTS:
2.01 – TOPSOIL
Test topsoil for pH and correct.
2.02 – TOPSOIL TO BE FURNISHED
If sufficient topsoil is not available on site, the Contractor shall furnish all topsoil required to install all work shown. Provide a soil analysis. Topsoil to have a "high" rating in each basic nutrients tested and a pH ranging from 6.0 to 6.5. Necessary additives to be incorporated to bring the soil up to standards specified.

2.03 – BASIC SLAG AND AGRICULTURAL SULPHUR
Basic slag and agricultural sulphur (for correcting the soil pH) to be standard grade.

2.04 – COW MANURE
Cow manure heat treated, weed seed free, and commercially bagged.

2.05 – COMMERCIAL FERTILIZER
Commercial fertilizer to be 16–4–8 (50% organic) formula and conform to the applicable laws. It shall be uniform in composition, and be delivered to the site in the original unopened containers.

2.06 – PEAT
Peat shall be partially decomposed vegetable matter. It shall be brown, clean, low in mineral and woody material, mildly acid and granulated or shredded.

2.07 – PINE STRAW
Pine straw baled clean, weed free. Bales to be stored off the ground.

2.08 – WATER
Use the owner's water prudently, if available. Furnish all necessary hoses and accessories for irrigation.

2.09 – PLANT MATERIALS
A. PLANTS
Plants are shown on the drawings with sizes and spacing.

B. NOMENCLATURE
The names of plants required under this Contract conform to those given in Standard Plant Names, prepared by American Joint Committee on Horticulture Nomenclature.

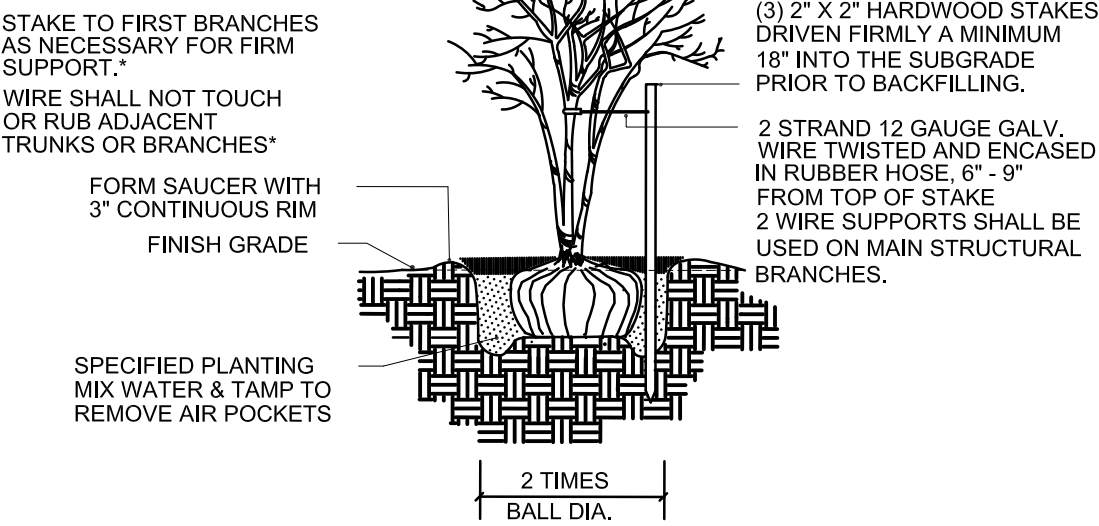
C. QUANTITIES
Quantities necessary to complete the planting are to be determined by the Contractor. The quantities shown on the plans are for information only.

D. QUALITY AND SIZE
Plants shall have a habit of growth that is normal for the species and free from pests, diseases, and injuries. Requirements for plants follow the standards currently recommended by the American Association of Nurserymen, Inc.

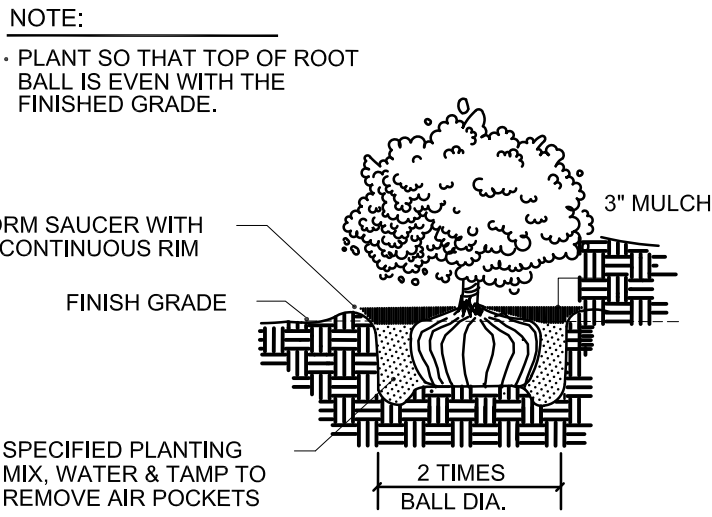
E. SUBSTITUTION
Substitution will be permitted only upon submission of proof that plants are not obtainable within four hundred (400) miles of the site.

2.10 – TYPE OF PROTECTION TO ROOTS
A. Plants designated "B&B" in the plant list are balled and burlapped.
B. Container grown plants may be substituted in lieu thereof.

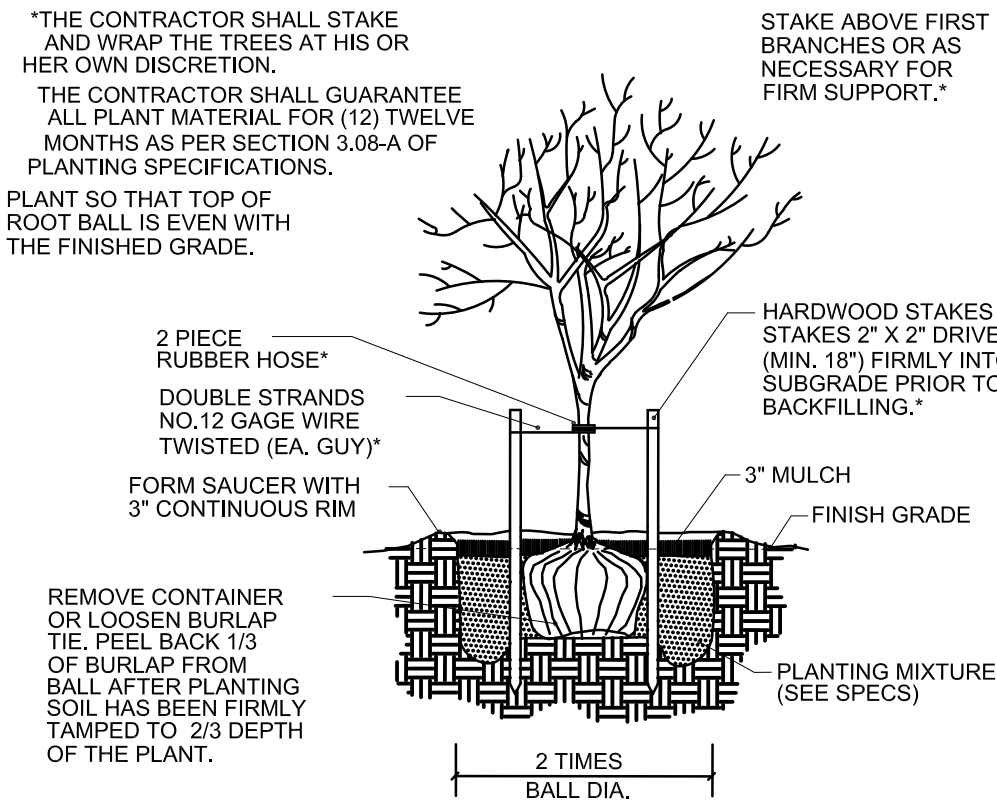
NOTE:
*THE CONTRACTOR SHALL STAKE AND WRAP THE TREES AT HIS OR HER OWN DISCRETION.
THE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR (12) TWELVE MONTHS AS PER SECTION 3.08-A OF PLANTING SPECIFICATIONS.
PLANT SO THAT TOP OF ROOT BALL IS EVEN WITH THE FINISHED



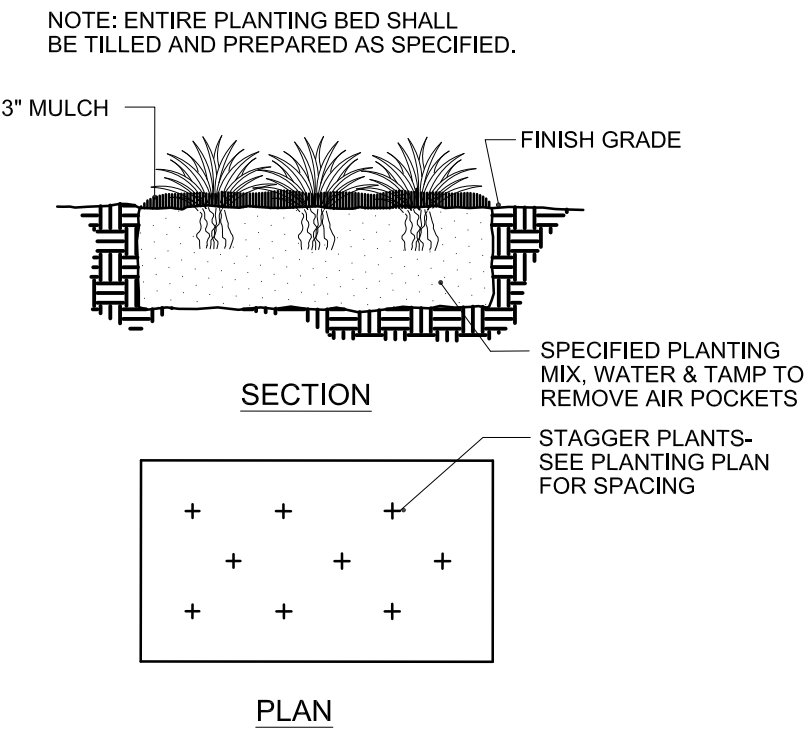
SMALL & MULTI-TRUNK TREE PLANTING & STAKING DETAIL
not to scale



SHRUB PLANTING DETAIL
not to scale

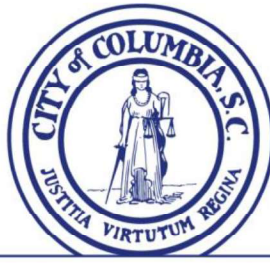


LARGE TREE PLANTING AND STAKING DETAIL
not to scale



PLANTING BED DETAIL
not to scale

*NOTE: REFER TO PLANT LIST FOR PROPER DETAIL OF EACH PLANT MATERIAL.



We Are Columbia

MEMORANDUM

TO: Members of Columbia City Council
FROM: Krista Hampton, Director of Planning and Development Services
CC: Teresa Wilson, City Manager; Missy Gentry, ACM-Development
DATE: April 13, 2021
RE: Encroachment Ordinance 2021-011

 Digitally signed by
Krista Hampton
Date: 2021.04.13
14:04:21 -0400

This memo is to clarify the intent of the Ordinance 2021-011, which is a request to amend two previously granted encroachments that facilitated the conversion of Greene Street to a pedestrian plaza between Sumter and Pickens Streets at USC.

This amendment is simply to install retractable bollards and associated work in the three areas in front of the gates to prevent cars from crashing into the gates, which regrettably has happened on a number of occasions. All other elements remain as approved and installed.

Attachment: Encroachment Ord 2021 011 Memo (6570 : Ordinance No.: 2021-011 amending 2014-032 encroachment to USC (Petigru))

ORDINANCE NO. 2021-011

Amending Ordinances 2014-032 and 2012-059 granting encroachments to the University of South Carolina for use of the right of way area of the 1500 block of Greene Street and 800 block of Pickens Street adjacent to USC Petigru College, Richland County TMS #11304-05-01, for installation and maintenance of asphalt pavement, concrete curb, guttering, walkway, brick wall, wrought iron fencing, parking spaces, bike lane, wheel stops, handicap ramp, landscaping and irrigation system and for installation and maintenance of stamped asphalt pavement crosswalks, concrete curb, guttering, columns, gate, islands, bike lanes and removal of thirty-five (35) parking spaces in the 1300 and 1400 blocks of Greene Street and 600 and 700 blocks of Bull Street to allow for the installation and maintenance of retractable bollards within the aforesaid right of way areas

WHEREAS, by Ordinance No.: 2014-032 enacted on April 8, 2014, the Mayor and City Council amended Ordinance No.: 2012-059 enacted on September 19, 2012, Mayor and City Council granting the University of South Carolina the right to use the 1500 block of Greene Street and 800 block of Pickens Street adjacent to USC Petigru College, Richland County TMS #11304-05-01, for installation and maintenance of asphalt pavement, concrete curbing, guttering, walkway, brick wall approximately two hundred eighty (280') feet in length and varying in height from six (6") inches to two (2') feet with wrought iron fencing approximately three (3') feet in height and two hundred eighty (280') feet in length along the top of the wall, parking spaces with wheel stops, a bike lane, handicap ramp, landscaping and irrigation system to further grant the University of South Carolina the right to use the 1300 and 1400 blocks of Greene Street and 600 and 700 blocks of Bull Street for installation and maintenance of stamped asphalt pavement crosswalks, concrete curb, guttering, six (6) brick columns approximately two (2') feet six (6") inches in width and two (2') feet six (6") inches in depth and approximately twelve (12') feet in height; six (6) brick columns approximately one (1') foot eight (8") inches in width approximately one (1') foot eight (8") inches in depth and approximately seven (7') feet in height; three (3) wrought iron gates each approximately twenty-four (24') feet in width and approximately seven (7') feet in height; islands; landscaping and irrigation system; bike lanes; and removal of thirty-five (35) parking spaces, copies of which are attached hereto and incorporated herein by reference; and,

WHEREAS, the University of South Carolina desires to amend Ordinance 2012-059 and 2014-032 to allow for the installation and maintenance of retractable bollards within the right of way areas of the 1500 block of Greene Street, 1300 and 1400 blocks of Greene Street and 600 and 700 blocks of Bull Street adjacent to USC Petigru College as shown on the attached drawing; 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 _____, 2021, that Grantee is hereby granted the right to amend Ordinance 2012-059 and 2014-032 to include installation and maintenance of retractable bollards within the right of way areas of the 1500 block of Greene Street, 1300 and 1400 blocks of Greene Street and 600 and 700 blocks of Bull Street adjacent to USC Petigru College as shown on the attached drawings.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation 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 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.

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.

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.

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:

ATTEST:

Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

**REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)**

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. ~~In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.~~

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x 11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation 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 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.

Date: _____ Property Owner: University of South Carolina
Business Name/Applicant's Name if different than owner: Emily Jones, Project Manager
Contact Information: Telephone Number: 803-413-4879 Fax Number: _____
Mailing address: Facilities Planning, Design & Construction, 1300 Pickens St. 29208 E-mail address: efjones@fmc.sc.edu
Business Name/Development Name for Encroachment: _____

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers ☐ Sidewalk/Walkway
☐ Planters ☐ Awning ☐ Underground Utilities Other: Retractable Safety Bollards

Dimensions (height/width/length):
(i.e. 6'x42' wooden privacy fence;
two 12'x4'x3' concrete steps)

Construction material:

Bollards are approx. 30" tall and spaced approx. 6' apart. See site diagrams for dimensions of bollard assemblies at each location. Bollards are proposed for three locations : Greene St near Sumter St.; Greene St near Pickens St.; and Bull St near Greene St. Bollards are steel set into concrete footings.

☐ **OUTDOOR DINING:** The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDORABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: _____

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: _____

J. CANTEY HEATH, JR.
SECRETARY, UNIVERSITY OF S.C.

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

DEC 16 2020

CONTACT

Johnathan Chambers
John Fellows
Rachel Bailey
Jerry Thompson
Tori Salvant
Amy Moore
Lucinda Statler
Jerry Thompson
Scott Holder
Denny Daniels
Robert Anderson
Robert Sweatt
David Brewer
Caleb King
John Hooks
Chip Timmons
Kris Scott
Linda Matney
LR: 1/2017

DEPARTMENT

Development Services (Land Development)
Development Services (Planning)
Development Services (Zoning)
Development Services (Building Inspections)
Development Services (Development Center)
Development Services (Historic Preservation)
Development Services (Urban Design)
Development Services (Commercial Plan Review)
Development Services (Landscaping)
Utilities & Engineering (Construction Management)
Public Works (Administration)
Public Works (Street Division)
Public Works (Traffic Engineering)
Public Works (Forestry & Beautification)
Public Works (Solid Waste)
Risk Management
Fire Department
Parking Services

PHONE

803-545-3333
803-545-3222
803-545-3332
803-545-3420
803-545-3420
803-545-3222
803-545-0229
803-545-3420
803-545-3218
803-545-3400
803-545-3780
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803-545-3070

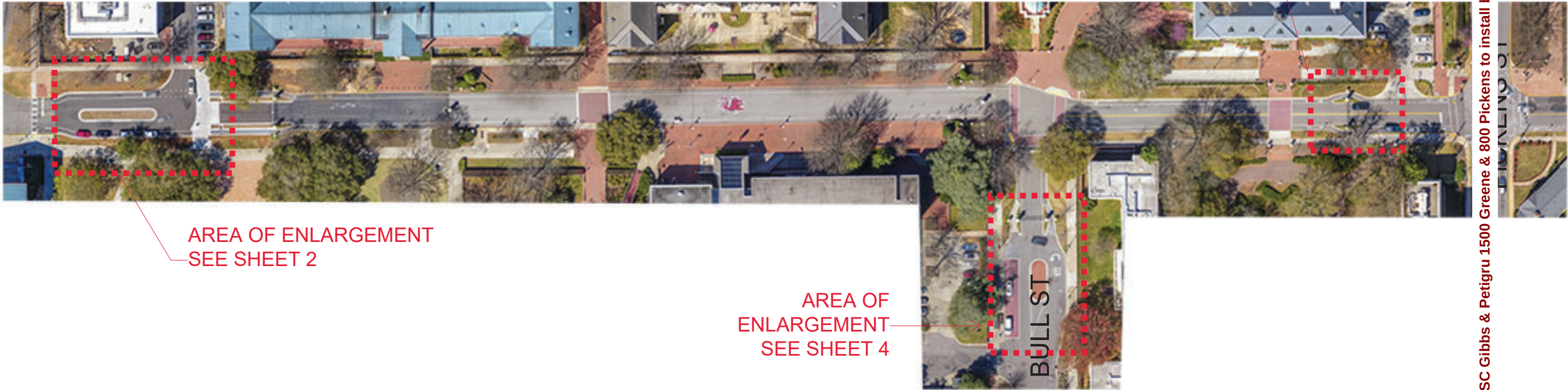
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803-733-8648
803-545-3785
803-733-8648
803-733-8648
803-733-8245
803-401-8839
803-733-8523

E-MAIL

jechambers@columbiasc.net
jsfellows@columbiasc.net
rlbailey@columbiasc.net
jlthompson@columbiasc.net
tcsalvant@columbiasc.net
aemoore@columbiasc.net
lsstatler@columbiasc.net
jlthompson@columbiasc.net
jsholder@columbiasc.net
jddaniels@columbiasc.net
raanderson@columbiasc.net
rgsweatt@columbiasc.net
ddbrewer@columbiasc.net
cdking@columbiasc.net
jphooks@columbiasc.net
catimmons@columbiasc.net
cfkdscott@columbiasc.net
lsmatney@columbiasc.net

SUMTER ST



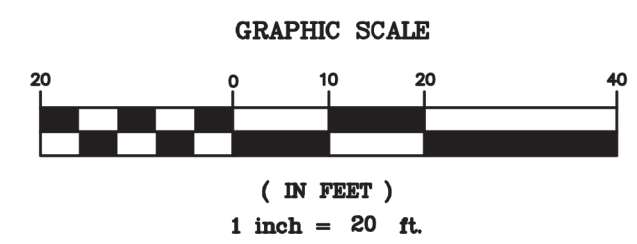
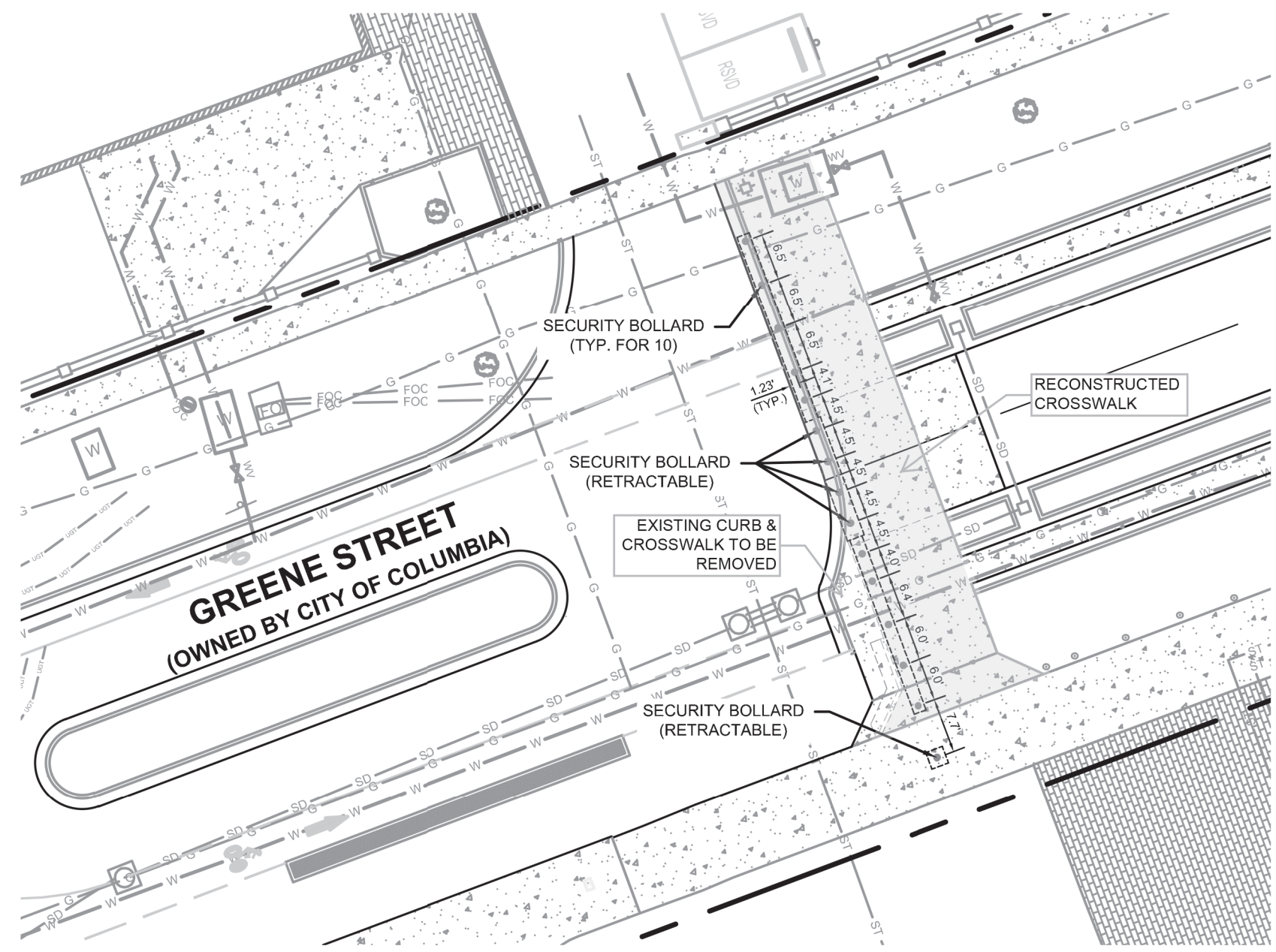
AREA OF ENLARGEMENT
SEE SHEET 2

AREA OF
ENLARGEMENT
SEE SHEET 4

AREA OF
ENLARGEMENT
SEE SHEET 3

UNIVERSITY OF SOUTH CAROLINA
GREENE STREET BOLLARDS
AERIAL KEY PLAN
SHEET 1

Attachment: 2021-011 amending 2014-032 USC Gibbs & Petigru 1500 Greene & 800 Pickens to install bollards (6570 : Ordinance No.: 2021-011



REVISIONS		
NO.	DESCRIPTION	DATE

**GREENE STREET
SECURITY BOLLARDS**

PREPARED FOR
**UNIVERSITY OF SOUTH
CAROLINA**

IN THE CITY OF COLUMBIA, RICHLAND COUNTY, S.C.

**LAYOUT PLAN
Sheet 2**

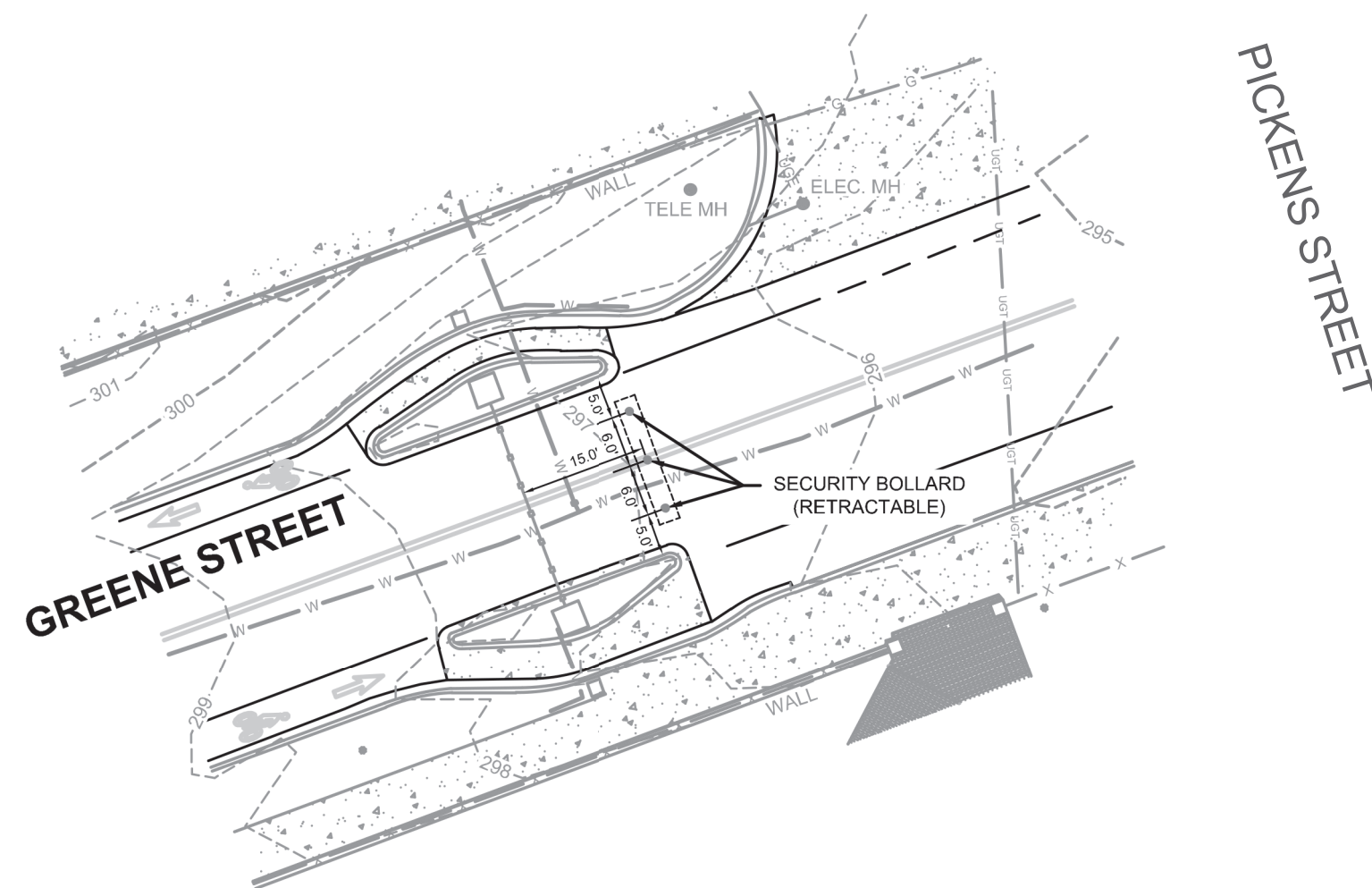
DATE: SEPTEMBER 19, 2019 SCALE: 1" = 20'

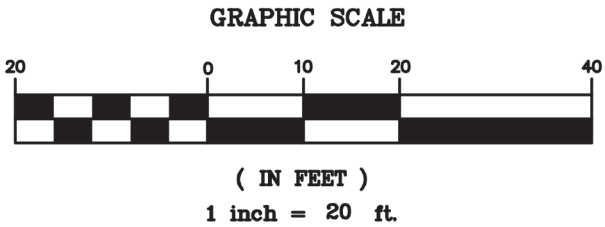
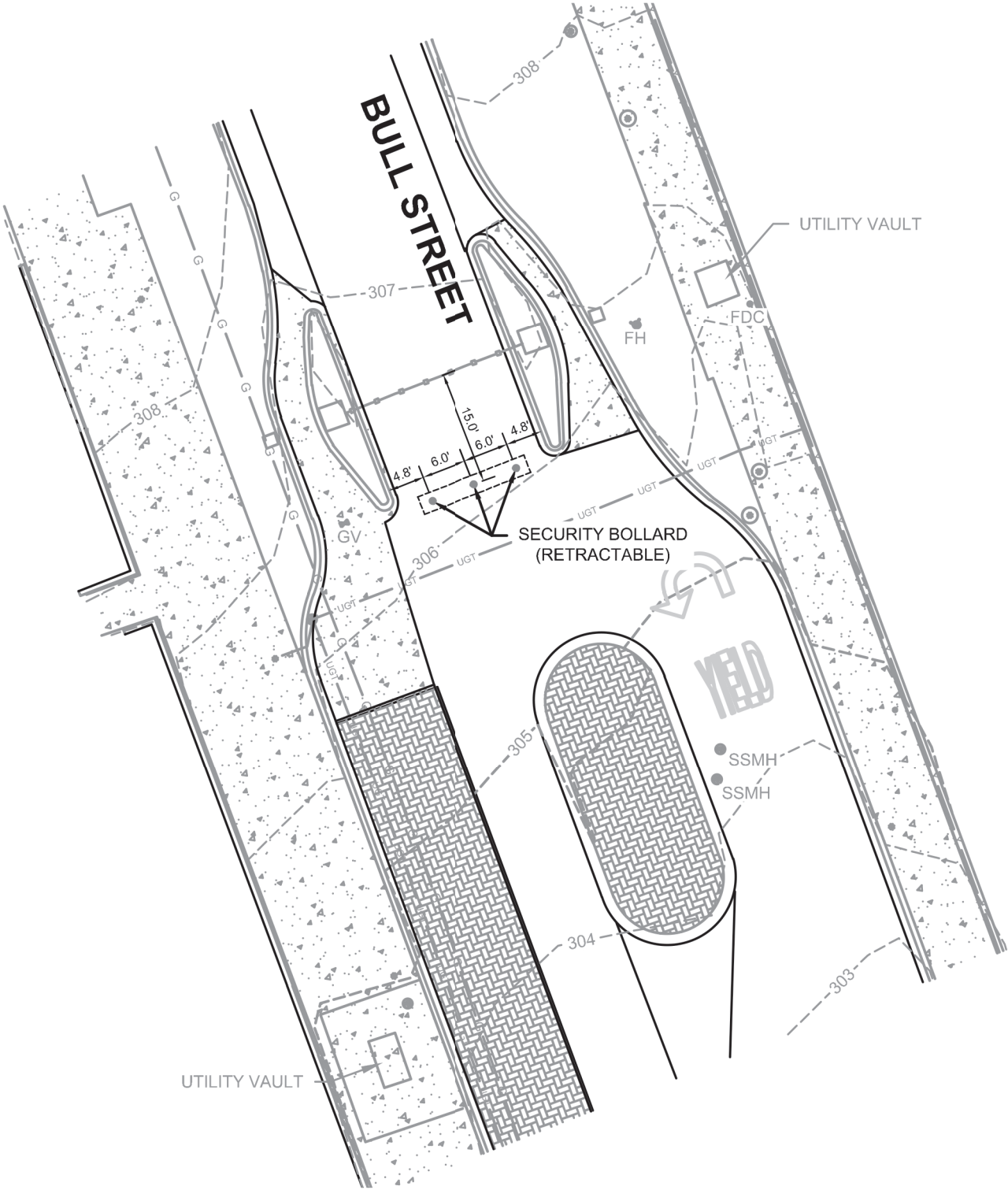
CRESCENT
ENGINEERING, LLC

1314 LINCOLN STREET, SUITE 307, COLUMBIA, SOUTH CAROLINA 29201
(803) 238-9359 JSTEPHENS@CRESCENTENGINEERINGLLC.COM

PROJECT NO. 19018

Attachment: 2021-011 amending 2014-032 USC Gibbs & Petigru 1500 Greene & 800 Pickens to install bollards (6570 : Ordinance No.: 2021-011





REVISIONS		
NO.	DESCRIPTION	DATE

**BULL STREET
SECURITY BOLLARDS**

PREPARED FOR

**UNIVERSITY OF SOUTH
CAROLINA**

IN THE CITY OF COLUMBIA, RICHLAND COUNTY, S.C.

**LAYOUT PLAN
Sheet 4**

DATE: AUGUST 17, 2020 SCALE: 1" = 20'

CRESCENT
ENGINEERING, LLC

P.O. BOX 8381, COLUMBIA, SOUTH CAROLINA 29202
(803) 238-9359 JSTEPHENS@CRESCENTENGINEERINGLLC.COM

PROJECT NO. 20009

**CITY COUNCIL
ENCROACHMENT SUMMARY
2021-011**



**1300, 1400, AND 1500 BLOCKS OF GREENE STREET, 600 AND 700 BLOCKS OF
BULL STREET AND 800 BLOCK OF PICKENS STREET
ADJACENT TO UofSC PETIGRU COLLEGE
RETRACTABLE BOLLARDS**

Subject Property:	Right-of-way adjacent to 1300, 1400, and 1500 blocks of Greene Street, 600 and 700 blocks of Bull Street and 800 block of Pickens Street
Council District:	2 and 3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of retractable bollards
Applicant:	University of South Carolina
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an amendment to Ordinance No. 2014-032 to include the installation and maintenance of retractable bollards, as shown on the attached drawings. 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.
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CITY AGENCY COMMENTS FOR ENCROACHMENT

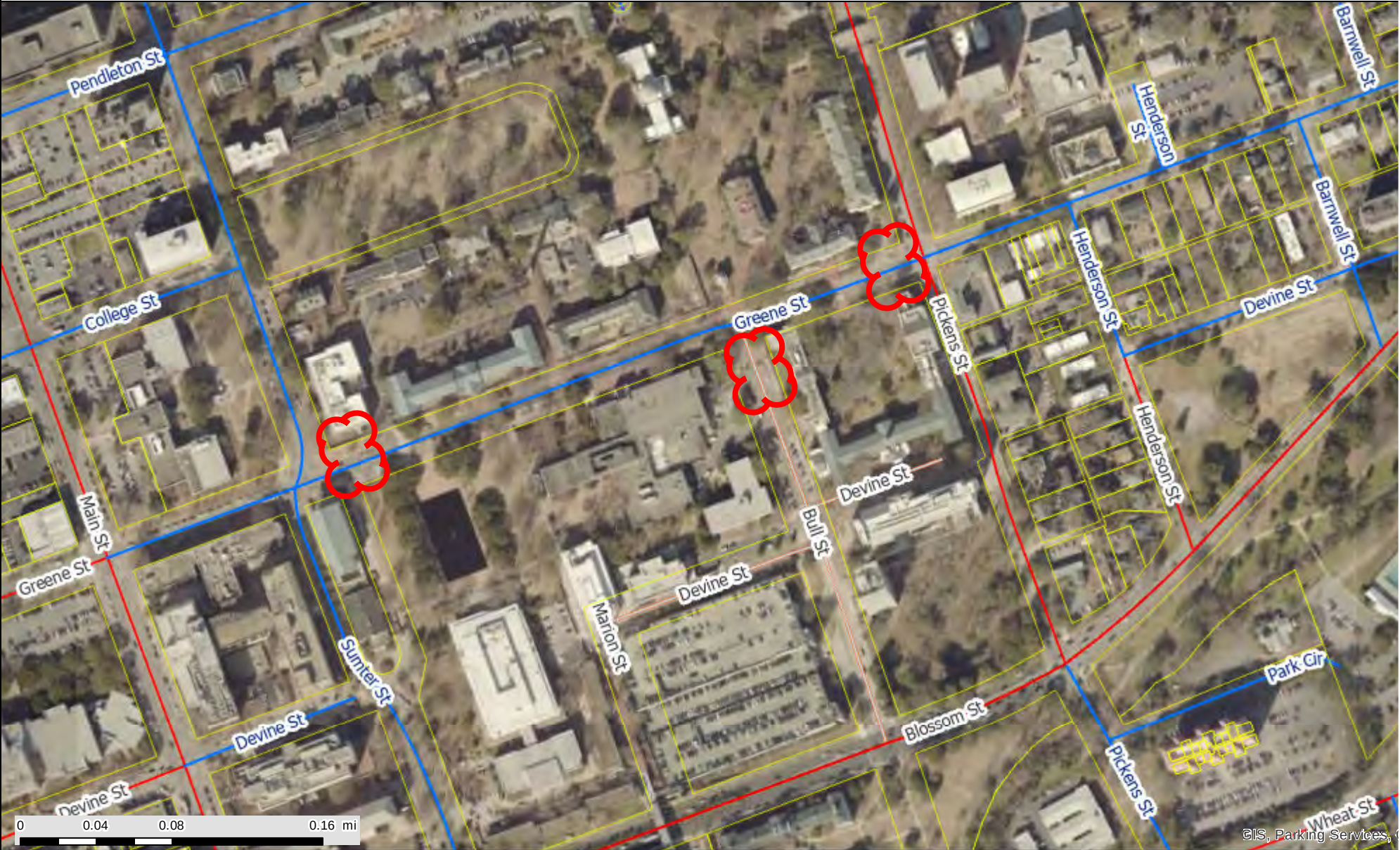
Planning	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval .
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.

Land Development	Recommend approval.
Fire	Recommend approval.

City of Columbia

USC Greene Street Bollard Encroachment

Tuesday, January 26, 2021



Attachment: 2021-011 amending 2014-032 USC Gibbs & Petigru 1500 Greene & 800 Pickens to install



CITY OF COLUMBIA GIS DATA DISCLAIMER

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



ORIGINAL
STAMPED IN RED**ORDINANCE NO. 2014-032**

Amending Ordinance 2012-059 granting encroachment to the University of South Carolina for use of the right of way area of the 1500 block of Greene Street and 800 block of Pickens Street adjacent to USC Petigru College, Richland County TMS #11304-05-01, for installation and maintenance of asphalt pavement, concrete curb, guttering, walkway, brick wall, wrought iron fencing, parking spaces, bike lane, wheel stops, handicap ramp, landscaping and irrigation system to include the 1300 and 1400 blocks of Greene Street and 600 and 700 blocks of Bull Street for installation and maintenance of stamped asphalt pavement crosswalks, concrete curb, guttering, columns, gate, islands, bike lanes and removal of thirty-five (35) parking spaces

WHEREAS, by Ordinance No.: 2012-059 enacted on September 19, 2012, Mayor and City Council granted the University of South Carolina the right to use the 1500 block of Greene Street and 800 block of Pickens Street adjacent to USC Petigru College, Richland County TMS #11304-05-01, for installation and maintenance of asphalt pavement, concrete curbing, guttering, walkway, brick wall approximately two hundred eighty (280') feet in length and varying in height from six (6") inches to two (2') feet with wrought iron fencing approximately three (3') feet in height and two hundred eighty (280') feet in length along the top of the wall, parking spaces with wheel stops, a bike lane, handicap ramp, landscaping and irrigation system, a copy of which is attached hereto and incorporated herein; and,

WHEREAS, the University of South Carolina (hereinafter "Grantee") desires to amend Ordinance 2012-059 to include installation and maintenance of stamped asphalt pavement crosswalks, concrete curb, guttering, six (6) brick columns approximately two (2') feet six (6") inches in width and two (2') feet six (6") inches in depth and approximately twelve (12') feet in height; six (6) brick columns approximately one (1') foot eight (8") inches in width approximately one (1') foot eight (8") inches in depth and approximately seven (7') feet in height; three (3) wrought iron gates each approximately twenty-four (24') feet in width and approximately seven (7') feet in height; islands; landscaping and irrigation system; bike lanes; and removal of thirty-five (35) parking spaces in the 1300 and 1400 blocks of Greene Street and 600 and 700 blocks of Bull 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 8th day of April, 2014 that Grantee is hereby granted the right to amend Ordinance 2012-059 to include installation and maintenance of stamped asphalt pavement crosswalks, concrete curb, guttering, six (6) brick columns approximately two (2') feet six (6") inches in width and two (2') feet six (6") inches in depth and approximately twelve (12') feet in height; six (6) brick columns approximately one (1') foot eight (8") inches in width approximately one (1') foot eight (8") inches in depth and approximately seven (7') feet in height; three (3) wrought iron gates each approximately twenty-four (24') feet in width and approximately seven (7') feet in height; islands; landscaping and irrigation system; bike lanes; and removal of thirty-five (35) parking spaces in the 1300 and 1400 blocks of Greene Street and 600 and 700 blocks of Bull Street as shown on the attached drawings.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation 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 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.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets;
2. All trees shall be protected;
3. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
4. Grantee is to coordinate existing and proposed crosswalks, ramps and curb cuts to insure proper alignment.
5. Grantee shall mitigate any on-street parking lost due to the project.

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.

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:

University of South Carolina

MAYOR

Approved by:

Cheresa Wilson
City Manager

Approved as to form:

City Attorney

ATTEST:

Erika D. How
City Clerk

Introduced: 4/1/2014

Final Reading: 4/8/2014

**CITY COUNCIL
ENCROACHMENT SUMMARY
2014-032**



**1300, 1400 AND 1500 BLOCKS OF GREENE STREET
800 BLOCK OF PICKENS STREET
600 AND 700 BLOCKS OF BULL STREET
WALKWAY, BICYCLE LANES, GATES, COLMUNS, LANDSCAPING AND
ROADWAY IMPROVEMENTS**

Subject Property:	Right-of-way adjacent to USC Petigru College, 1500 Block of Greene Street and 800 Block of Pickens Street, 1300 and 1400 blocks of Greene Street and 600 and 700 blocks of Bull Street
Council District:	3
Proposal:	Amending Ordinance 2012-059 to include the 1300 and 1400 blocks of Greene Street and 600 and 700 blocks of Bull Street for installation and maintenance of stamped asphalt pavement crosswalks, concrete curb, guttering, columns, gates, islands, bike lanes and removal of thirty-five (35) parking spaces
Applicant:	University of South Carolina
Staff Recommendation:	Approval

Detail:	The applicant is requesting to amend Encroachment Ordinance No. 2012-059 to include the installation and maintenance of stamped asphalt pavement crosswalks, concrete curb, guttering, six (6) brick columns approximately two (2') feet six (6") inches in width and two (2') feet six (6") inches in depth and approximately twelve (12') feet in height; six (6) brick columns approximately one (1') foot eight (8") inches in width approximately one (1') foot eight (8") inches in depth and approximately seven (7') feet in height; three (3) wrought iron gates each approximately twenty-four (24') feet in width and approximately seven (7') feet in height; islands; landscaping and irrigation system; bike lanes; and removal of thirty-five (35) parking spaces in the 1300 and 1400 blocks of Greene Street and 600 and 700 blocks of Bull Street, as shown on the attached drawings. The applicant has worked with staff regarding the removal and mitigation of the metered parking spaces along Greene Street and design of the bicycle lane. Conditions of the proposed encroachment are as follows: 1. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets; 2. All trees shall be protected; 3. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 4. Grantee is to coordinate existing and proposed crosswalks, ramps and curb cuts to insure proper alignment. 5. Grantee shall mitigate any on-street parking lost due to the project.
----------------	---

CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval. Bicycle markings and signage to be reviewed and approved by staff prior to installation.

Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.

REQUEST FOR AN ENCROACHMENT ORDINANCE

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) **Business signs are NOT permitted via an encroachment. An encroachment must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and is subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your homeowners' policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management.**

Please complete and submit this form along with any attachment(s) to Shari Ardis by e-mail at sardis@columbiasc.net; fax at 803-737-4250; or mail to Shari Ardis, Legal Department, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below and not through the Legal Department. Chip Timmons with Risk Management (343-8778 or catimmons@columbiasc.net) should be contacted regarding the insurance requirements.

Date: 12/12/13

Property Owner: University of South Carolina

Applicant's Name if different from Property Owner: Mr. Yancey Modesto

Contact Information: Telephone Number: (803) 777-8478

Fax Number: 803-777-7334

Mailing address: 743 Greene Street, Columbia SC 29204

E-mail address: YMODESTO@mc.sc.edu

Encroachment Location (Address): Bull St. from Greene to Devine and Greene St. from Sumter to Pickens

(If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1100 block of Laurel Street)

Tax Map Number for Encroachment Location: 11303-07-01 (General Area)

Encroachment type: Wall Fence X Columns Steps X Irrigation System X Landscaping Driveway X Pavers

Walkway Side walk Underground Utilities X other

If Other - specify: stamped asphalt pavement crosswalks, new curb/gutter, remove 35 parking spaces

Dimensions (height/width/length): install three column/gate islands and bike lanes

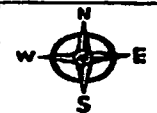
(i.e., 6'x42' wooden privacy fence; two 12'x4' concrete step; two 12'x12' x24' brick columns; 4'x15' brick paver walkway)

Construction material: _____

Please provide photographs and drawing or site plan drawn to scale - no larger than 8-1/2 x 11.

_____ Church Directional Signs (Must provide picture or drawing of proposed signs that reflect dimensions)

Location(s) signs are to be placed (i.e. Northeast corner of Main Street) _____



Businesses only: Outdoor dining

No. of chairs: _____

No. of Tables: _____

Hours of operation for outdoor dining: _____

Number of planters: _____

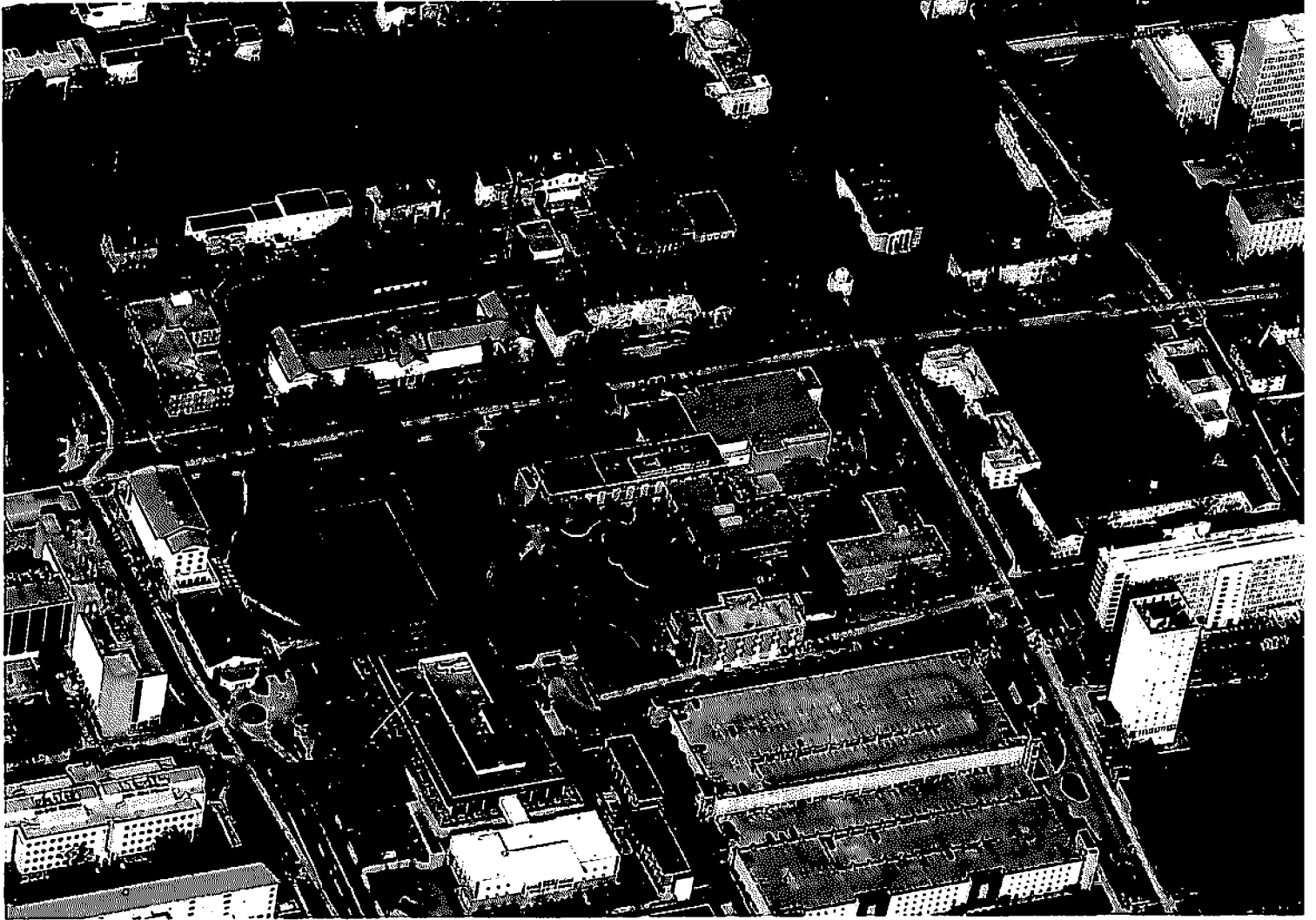
Awning: _____ (dimensions - size/material)

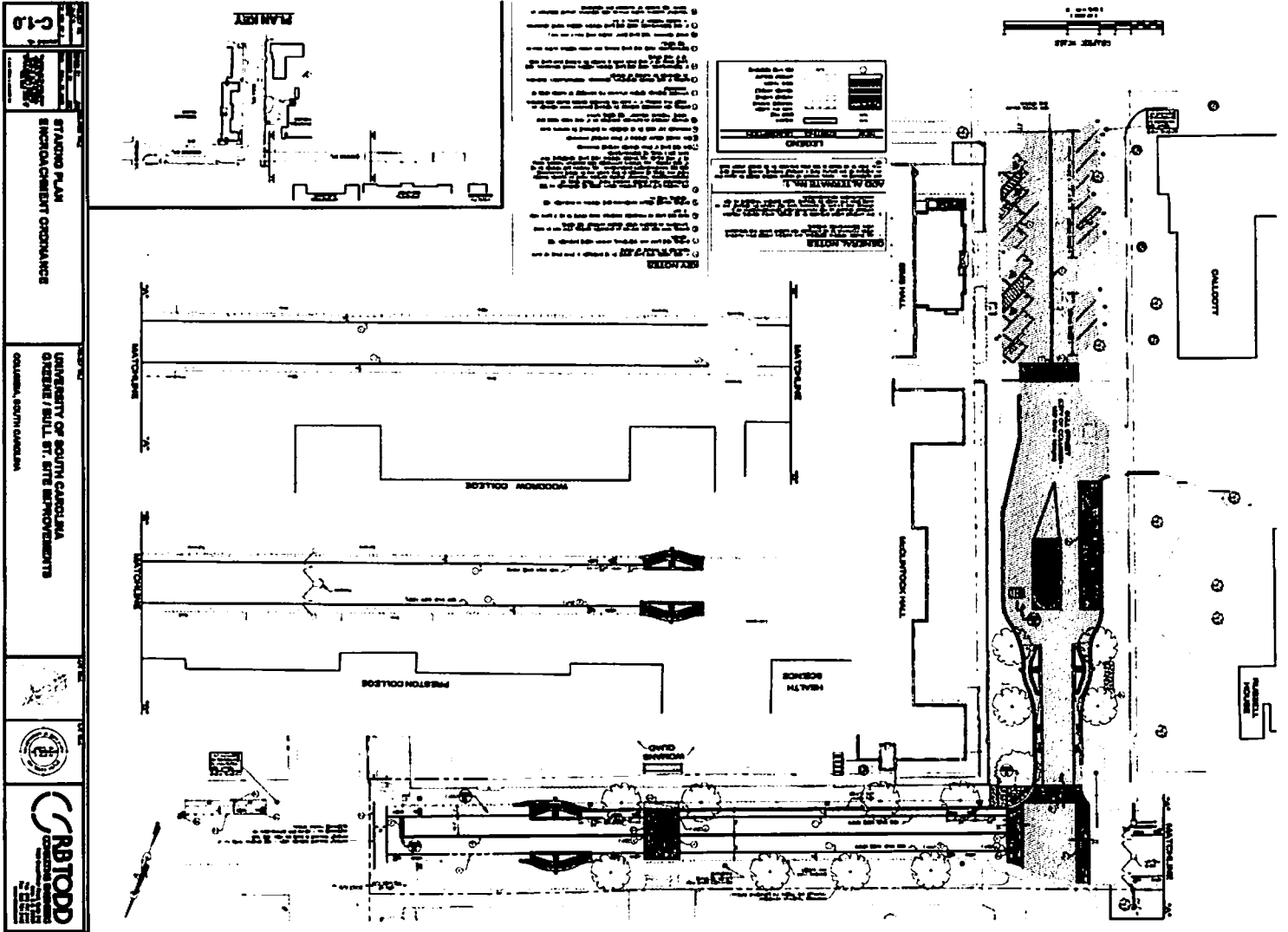
Other: _____ (or complete applicable "Encroachment type" section above)

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Krista Hampton will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

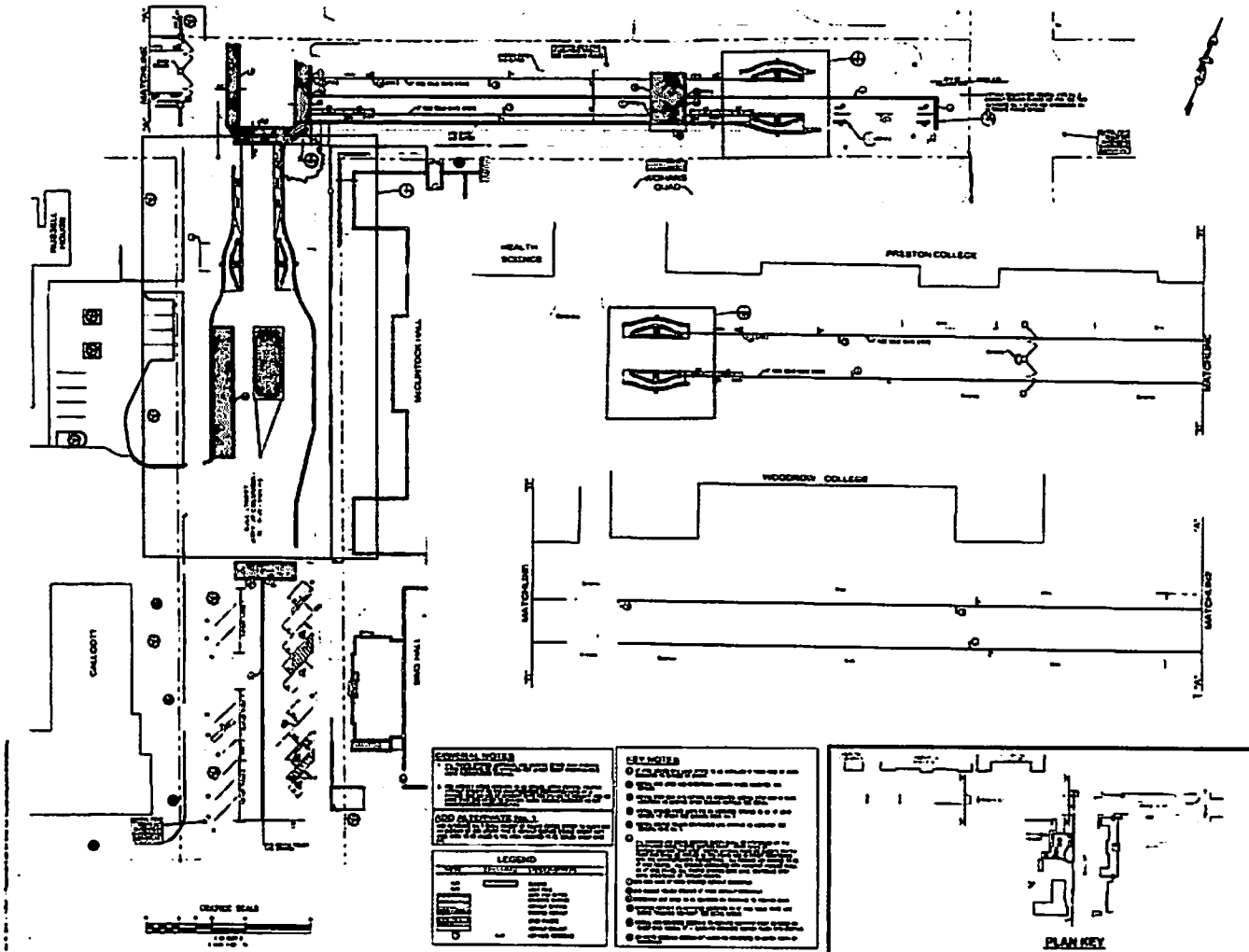
Contact	Department	Telephone Number	Fax Number
John Dooley	Utilities and Engineering	545-3240	733-8674
Joey Jaco	Engineering	545-3400	988-8199
Missy Gentry	Public Works	545-3780	733-8648
Marc Mylott	Planning and Development Services	545-3426	255-8935
Krista Hampton	Planning and Development Services	545-3420	733-8647
Jerry Thompson	Building Official	545-3442	733-8699
Sara Hollar	Forestry & Beautification	545-3860	733-8648
Amy Moore	Historic Preservation	545-3222	733-8647
Fred Delk	Columbia Dev. Corporation	988-8040	988-8039
Chip Timmons	Risk Management	343-8778	733-8245
Dana Higgins	Construction Management	545-3372	545-4130
David Brewer	Traffic Engineering	545-3830	733-8648
Robert Sweatt	Street Division	545-3790	545-3785
Jonathan Chambers	Planning and Development Services	545-3206	343-8779
Carmen Floyd	Fire Marshall	545-3703	401-8839
Nancy Lee Trihey	Planning and Development Services	545-3218	733-8647
Lucinda Statler	Planning and Development Services	545-3222	733-8647

LR 7/30/2009





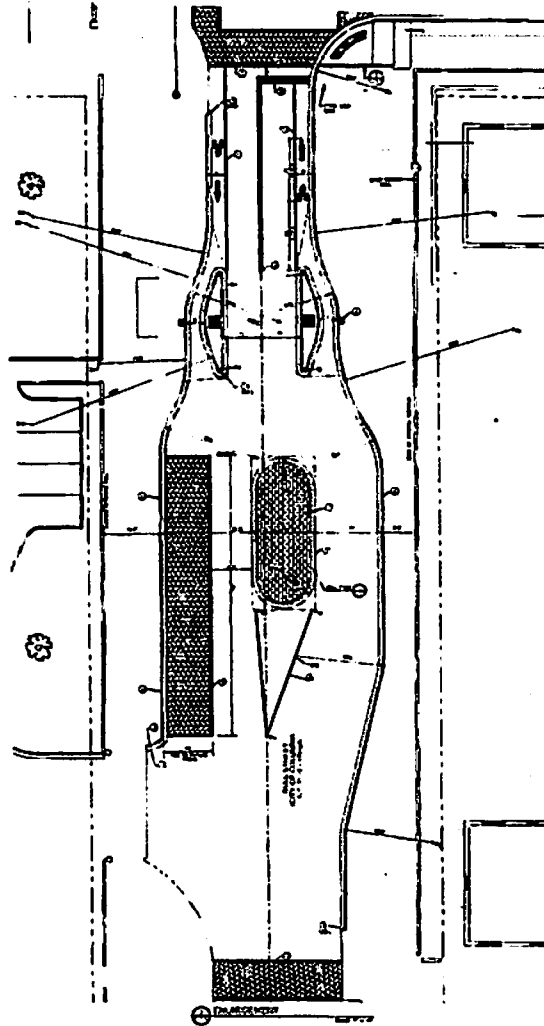
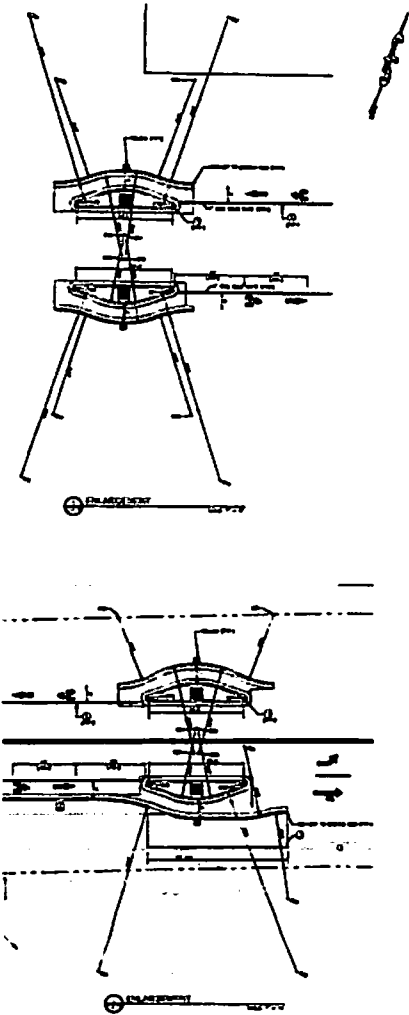




UNIVERSITY OF SOUTH CAROLINA
GREENVILLE / BULL ST. SITE IMPROVEMENTS
COLUMBIA, SOUTH CAROLINA

STAGING PLAN

C-20



ITEM	DESCRIPTION	QUANTITY
1	BOLLARD	1
2	BASE	1
3	TOP	1
4	ANCHOR	1
5	FASTENER	1
6	FASTENER	1
7	FASTENER	1
8	FASTENER	1
9	FASTENER	1
10	FASTENER	1
11	FASTENER	1
12	FASTENER	1
13	FASTENER	1
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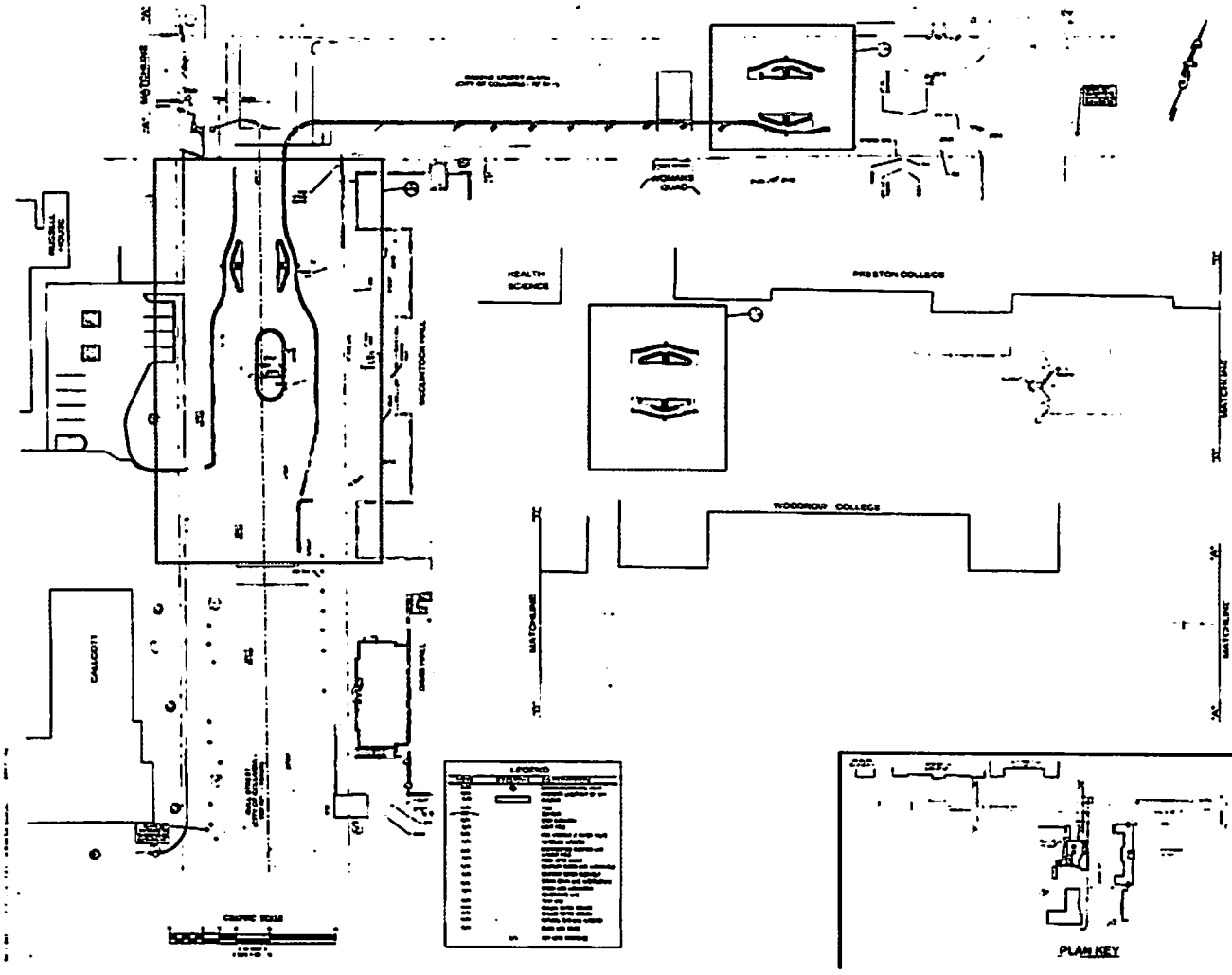


UNIVERSITY OF SOUTH CAROLINA
GREENSBORO / BULL ST. SITE IMPROVEMENTS
COLUMBIA, SOUTH CAROLINA

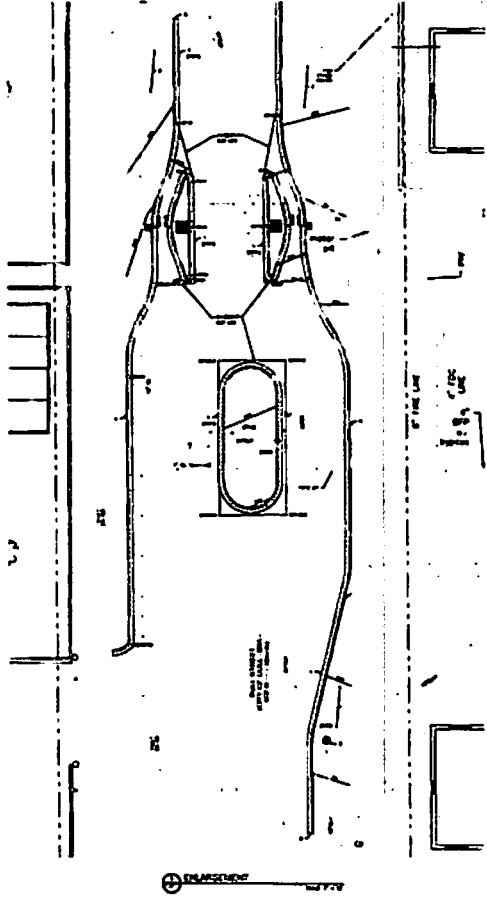
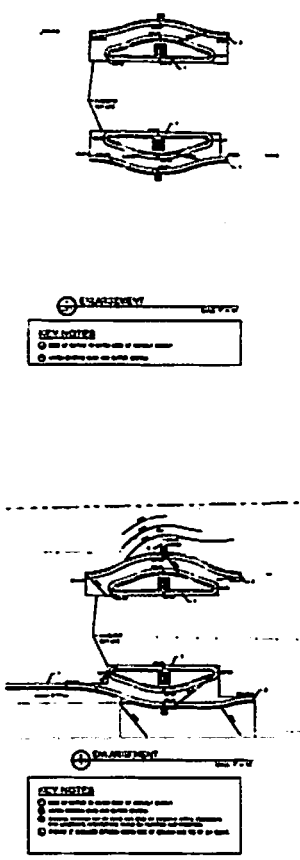
ENLARGED STAGING PLAN

C-2.1

RB TODD
CONSULTING ENGINEERS
P.C.
1000 N. GREENSBORO BLVD.
COLUMBIA, SC 29201
(803) 792-1234
www.rbtodd.com

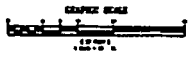


ARB TODD ARCHITECTS	
UNIVERSITY OF SOUTH CAROLINA GREENSBORO / FULL ST. SITE IMPROVEMENTS COLUMBIA, SOUTH CAROLINA	
GRADING AND UTILITIES PLAN	C3.0

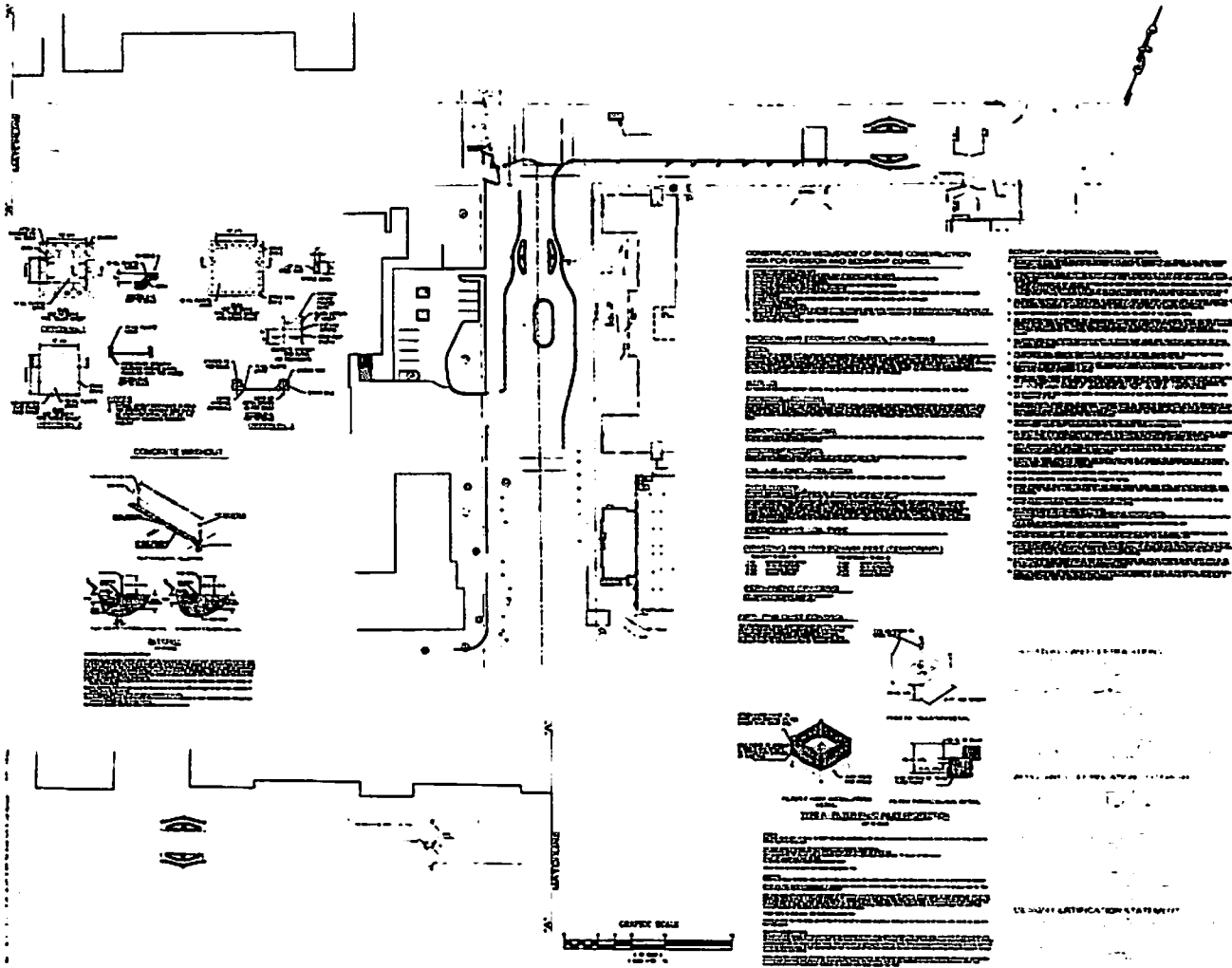


KEY NOTE

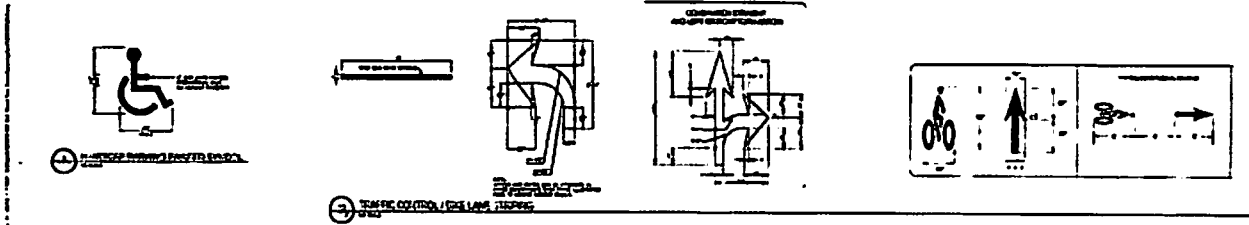
- 1. Bollard to be installed in concrete base of existing structure.
- 2. Bollard to be installed in concrete base of existing structure.
- 3. Bollard to be installed in concrete base of existing structure.

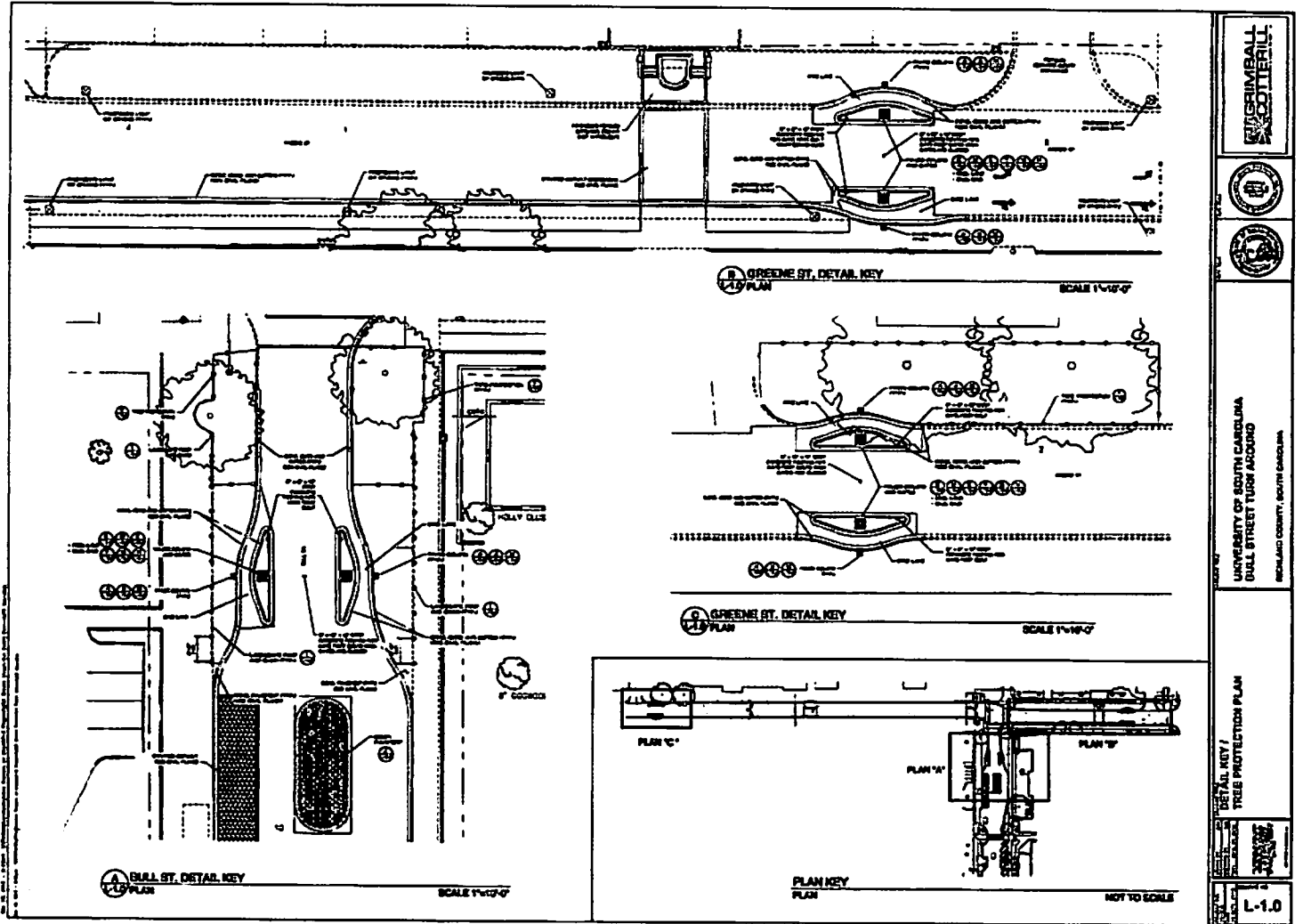


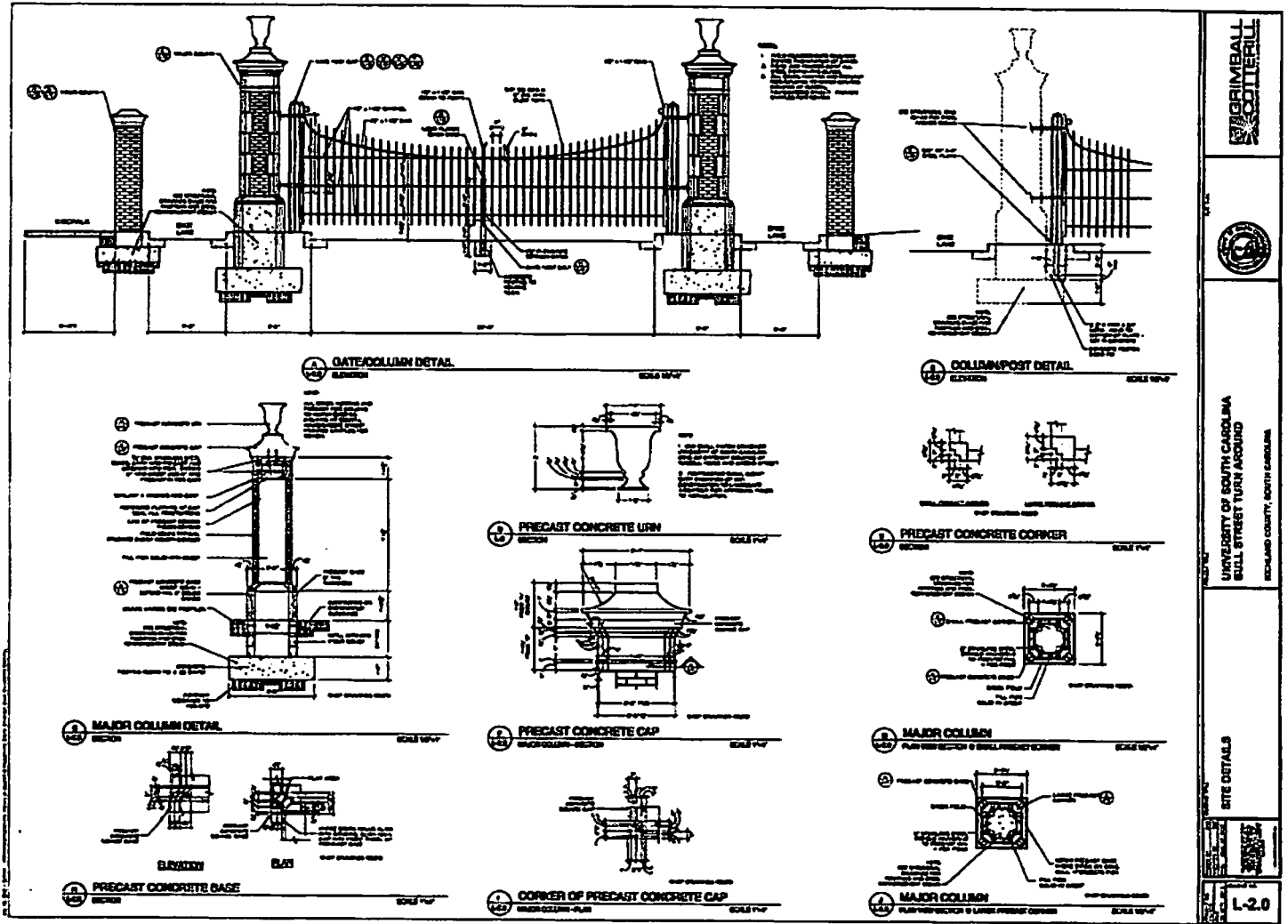
ENLARGED GRADING AND UTILITIES PLAN		UNIVERSITY OF SOUTH CAROLINA GREENE / BALL ST. SITE IMPROVEMENTS		CRB TODD	
C3.1		UNIVERSITY OF SOUTH CAROLINA GREENE / BALL ST. SITE IMPROVEMENTS		CRB TODD	

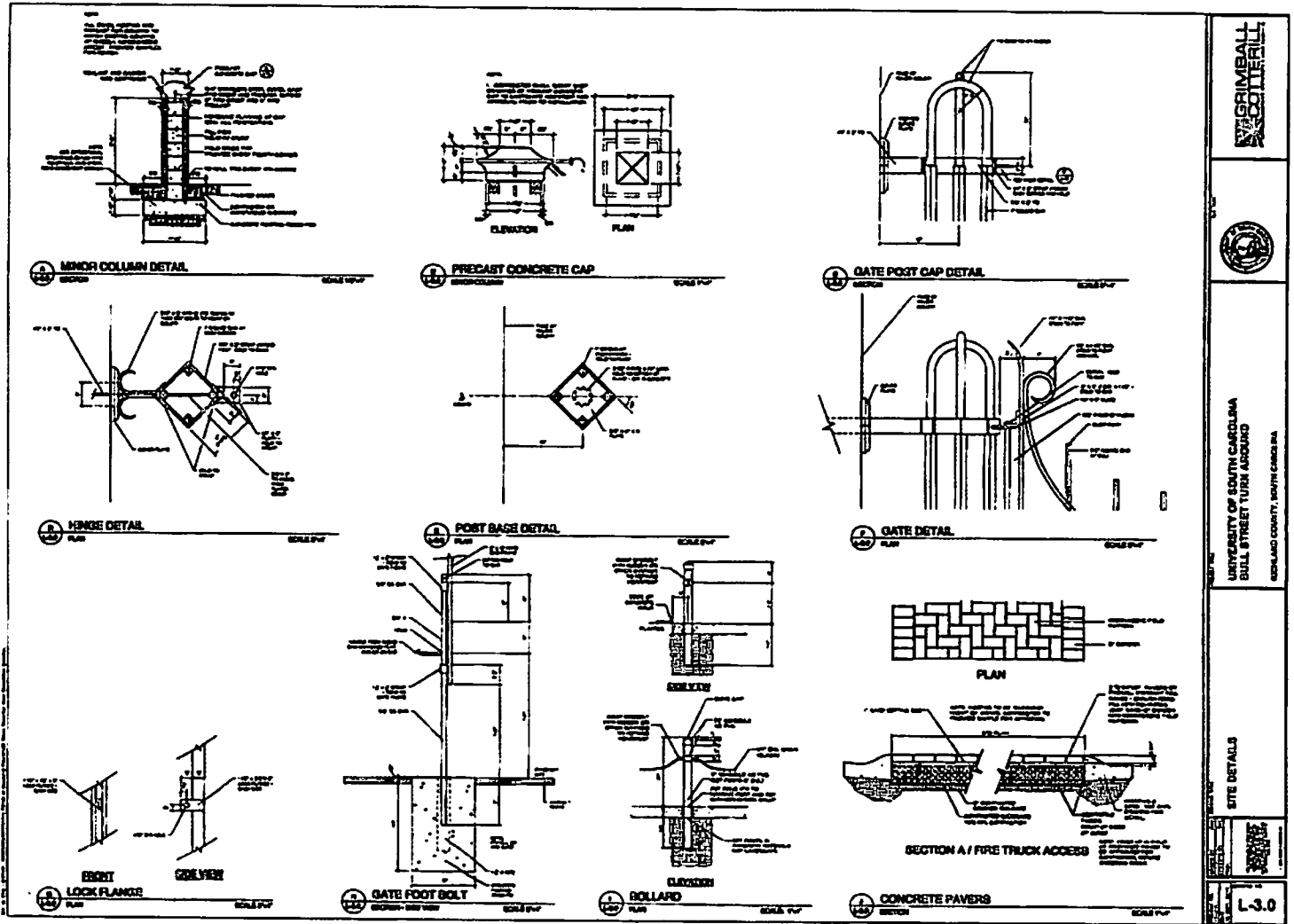


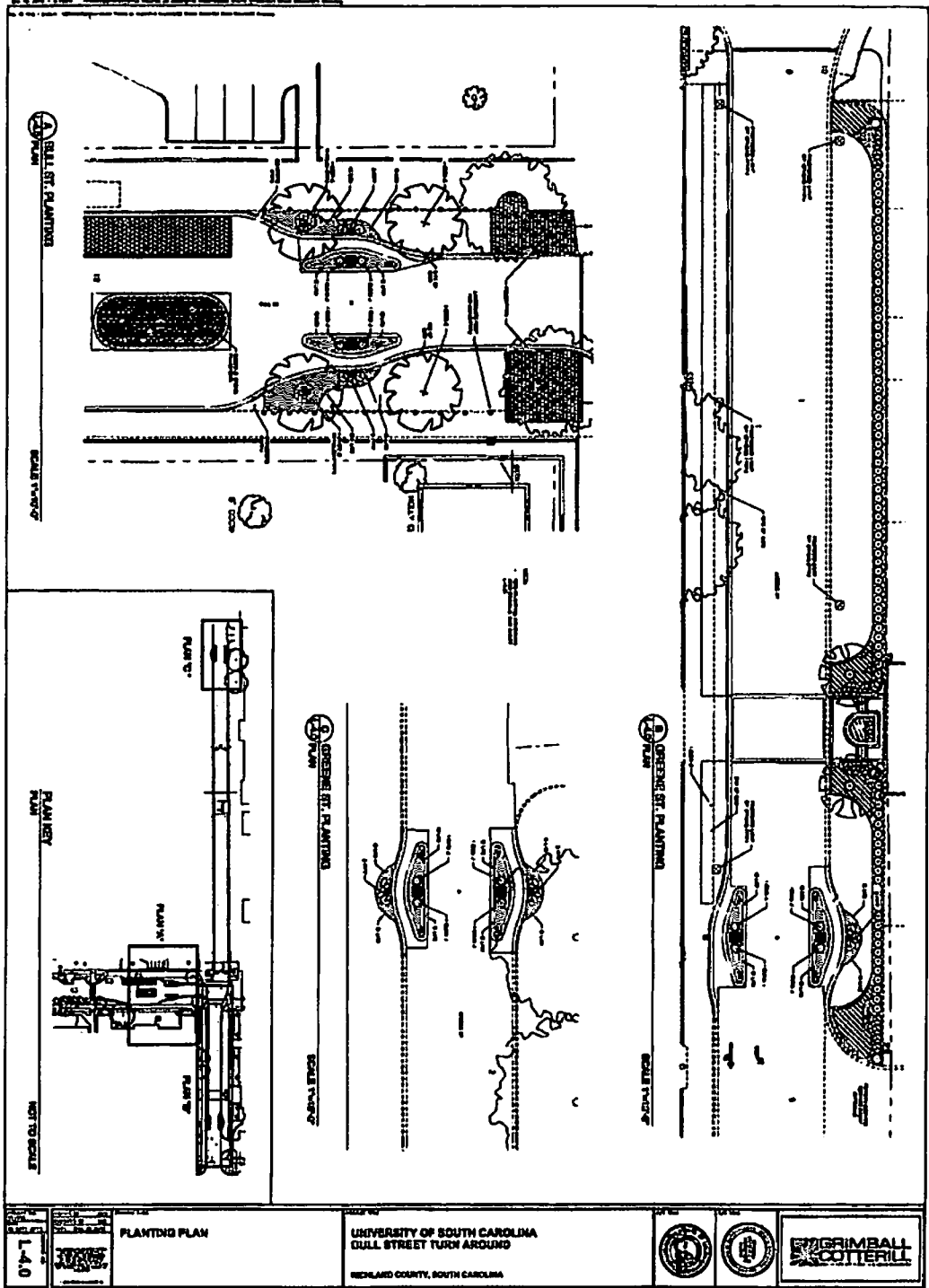
UNIVERSITY OF SOUTH CAROLINA GREENE / BALL ST. SITE IMPROVEMENTS COLUMBIA, SOUTH CAROLINA	
SEDIMENT AND EROSION CONTROL PLAN, NOTES, AND DETAILS	
C4.0	

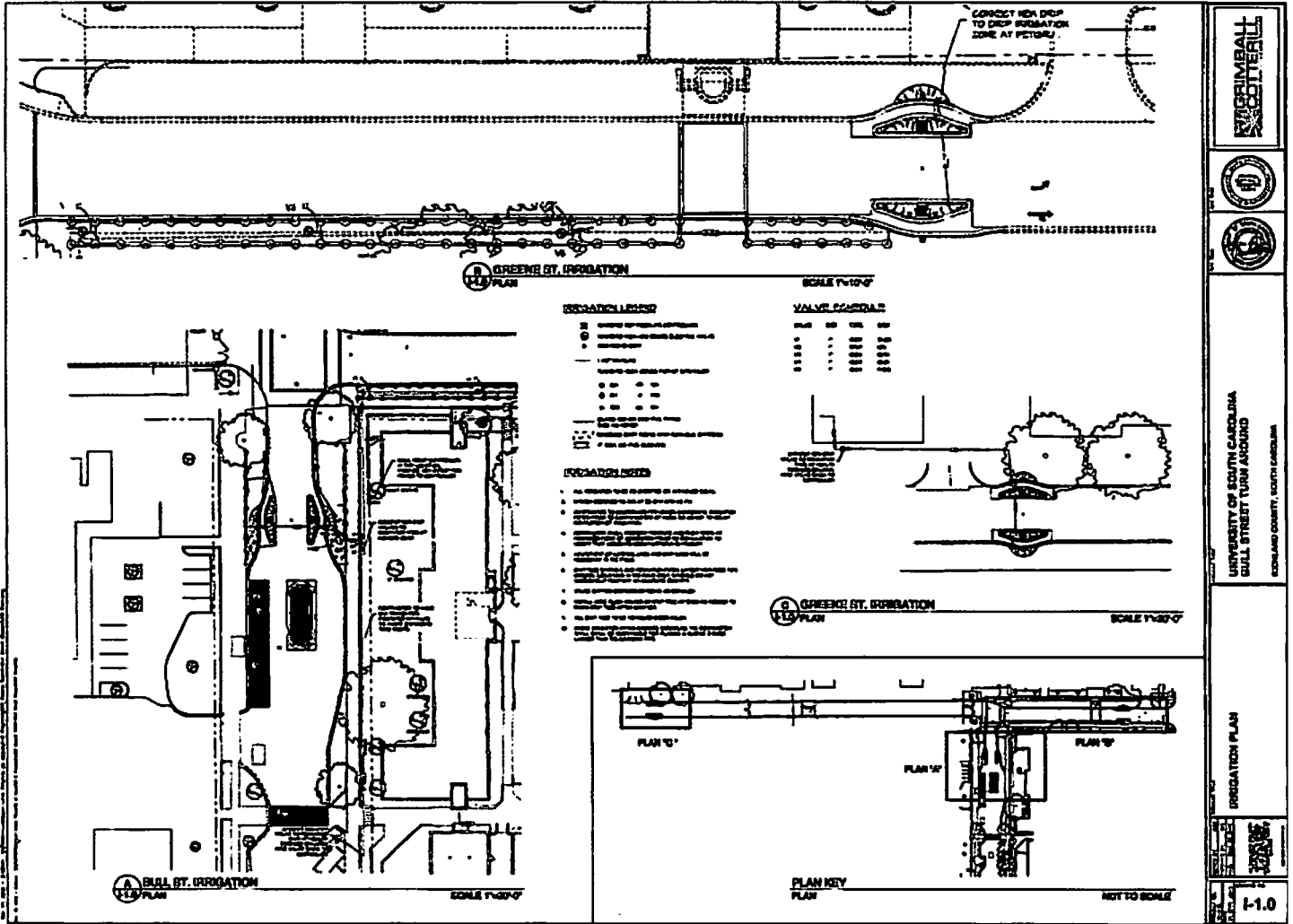


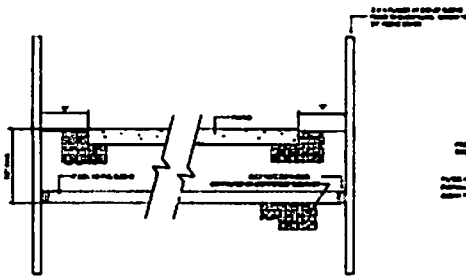




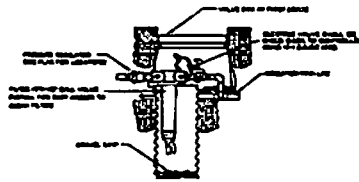




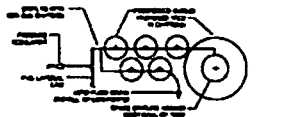




A SLEEVING DETAIL
SECTION
NOT TO SCALE



B ELECTRIC VALVE-D RIP ZONE
SECTION
NOT TO SCALE



C DRIPLINE IN SHRUBS
PLAN
NOT TO SCALE



D DRIPLINE IN GROUND COVER
PLAN
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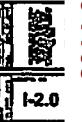
DISCUSSION NOTES

1. ALL MATERIALS SHALL BE INSTALLED TO BE OPERATED BY HAND.
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UNIVERSITY OF SOUTH CAROLINA
BULL STREET TURNAROUND
RICHLAND COUNTY, SOUTH CAROLINA

DISCUSSION DETAILS



ORDINANCE NO.: 2021-020

Granting an Easement to Dominion Energy South Carolina, Inc. Along a Portion of City-Owned Property Identified as Richland County TMS#11501-01-14 (Park Site northeast of Gregg Street) for the Installation of Electrical Conduit and Appurtenances for the Gregg Street Switchgear in Columbia Commons at Bull Street Development; CF#250-524

WHEREAS, Dominion Energy South Carolina, Inc. has made a request for an easement along the subject City-owned property for construction of electrical conduit, switchgear and appurtenances for the Gregg Street Switchgear located along a portion of Gregg Street and Richland County TMS#11501-01-14; and,

WHEREAS, the plans for the electrical conduit, switchgear and appurtenances have been reviewed and approved by the Department of Engineering and there are no conflicts with existing utilities, planned City utilities or the structures and improvements on the subject property; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2021, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to **DOMINION ENERGY SOUTH CAROLINA, INC.** for ingress, egress, installation and maintenance of electrical conduit, switchgear and appurtenances along the subject property.

The referenced easement is shown on a drawing #D-81685 prepared by South Carolina Electric & Gas Co. for the Gregg Street Switchgear in Columbia Commons, Phase I Roadways, dated May 14, 2015, last revised April 16, 2020, sheet 1 of 1, and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under City file reference #250-524. 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:

ATTEST:



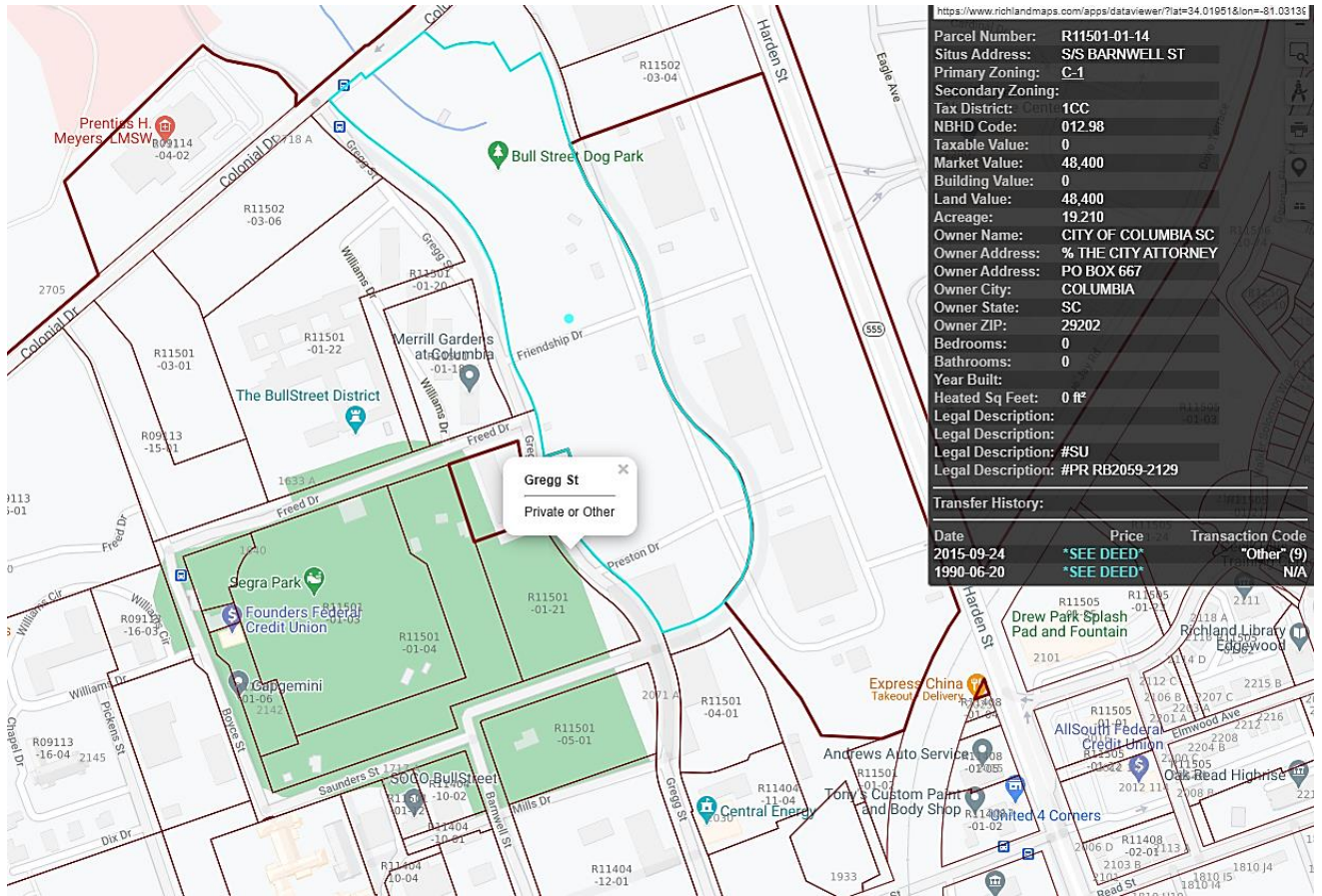
Senior Assistant City Attorney

City Clerk

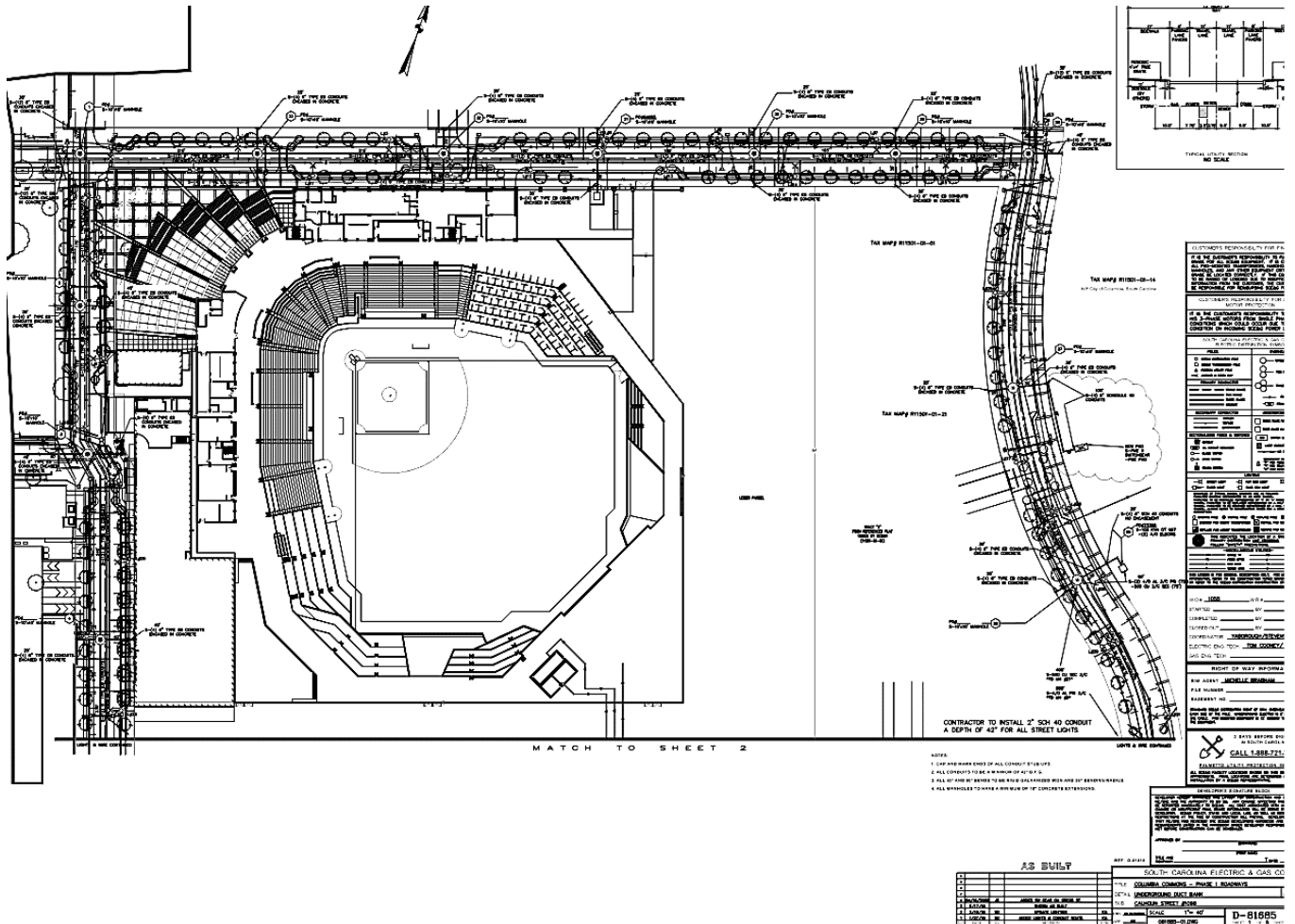
Introduced:

Final Reading:

ORDINANCE NO.: 2021-020
EXHIBIT "A"



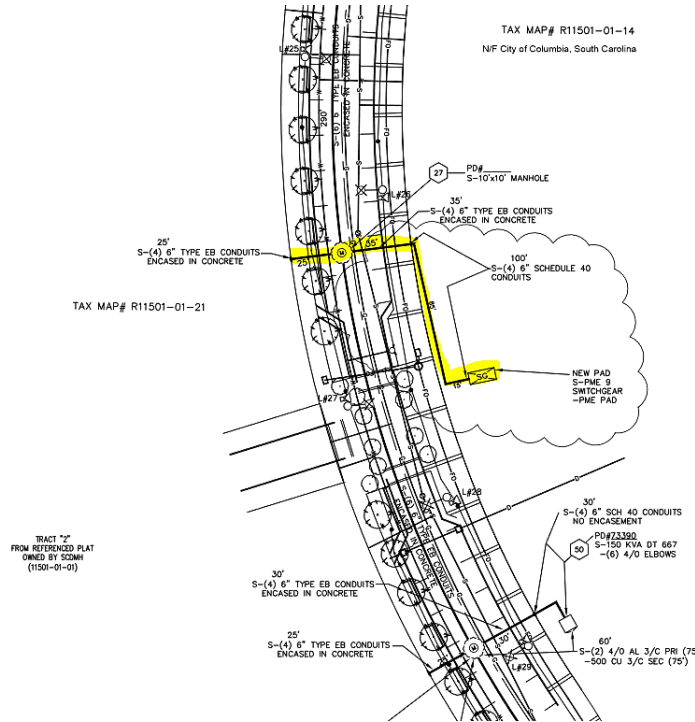
DOMINION ENERGY EASEMENT #900339
PROJECT NAME: GREGG STREET SWITCHPLATE; CF#250-524



ORDINANCE NO.: 2021-020
EXHIBIT "A"

DOMINION ENERGY EASEMENT #900339
 PROJECT NAME: GREGG STREET SWITCHPLATE; CF#250-524

Inset from Drawing:



ORDINANCE NO.: 2021-028

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Project Catawba, 919 Catawba Avenue, 318 Lincoln Street and 312 Lincoln Street,
Richland County TMS # 08914-08-02; 08914-08-07; 08914-08-09)*

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, Project Catawba (the "Developer"), is a market rate housing project, to be located on parcels located in the City, as more particularly described on Exhibit A (the "Property," together with the development, "Project"), consisting of total taxable investments by the Developer in real and personal property of not less than \$72,000,000; and,

WHEREAS, the County has agreed to offer a public infrastructure credit to reduce the property taxes due on the Project (as more particularly defined herein, "Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and a public infrastructure credit agreement between the County and the Developer for the Property ("Credit Agreement") to provide Credits against certain of the Developer's payments in lieu of taxes with respect to the Project for the purpose of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding public infrastructure (collectively, "Public Infrastructure"); and,

WHEREAS, to grant the Developer the full value of the Credit, the County desires to locate the Project in the Park the County has jointly developed with Fairfield, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Park Act" and, together with the Credit Act, "Act"); and,

WHEREAS, pursuant to the Act and the Park Agreement, following application of the Credit, the payments in lieu of taxes generated from the Project will be distributed as set forth in the Park Agreement; and,

WHEREAS, pursuant to the Act, because the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project within the boundaries of the Park; and,

WHEREAS, the Project is anticipated to meet the criteria set forth in Resolution No.: R-2019-059 and any amendments thereto, and it is appropriate to consent to including the Project in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2021 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 County, pursuant to Section 1.02 of the Park Agreement; provided, the Property shall not be removed from the Park for so long as the Developer is receiving Credits as a result of inclusion in the Park.

2. The County's approval, execution and delivery of the Credit Agreement related to the Property.

3. The Credit Agreement will provide that (a) the Developer will make payments in lieu of taxes related to the Property ("PILOT") during the term of the Credit Agreement, which PILOT shall be based on property tax assessment of the Property of six percent; (b) the annual PILOT payment payable from the Developer to the County will be subject to reduction by a 50% infrastructure credit (herein defined as the "Credit") to reimburse the Developer's Public Infrastructure costs; (c) the term of the Credit shall not exceed ten years (unless consented to in writing by the City), as shall be set forth in the Credit Agreement; (d) in each year during the term of the Credit, the City will be entitled to receive the portion of the PILOT payment (net of the Credit, as applicable) as provided in the Park Agreement; and (e) the Property will be deemed removed from the Park upon the expiration or earlier termination of the Credit Agreement.

4. Notwithstanding the foregoing, if the Project proceeds in a phased approach, (a) the first phase must meet the criteria established in Resolution No.: R-2019-059 to be eligible for the Credit, (b) the time limit for the Project Credit period as allowed in this Ordinance shall be as set forth in Section 3 hereof, and the timeline for additional phases shall be for the period of time or Credit amount that remains available on the original period and shall not have a new beginning date.

5. 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.

6. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance. If not already so completed, the Project must proceed with credit application no later than December 31, 2022 in order to be eligible to receive the Credit and must continue to progress forward at a reasonable pace for a project of this magnitude or else the Park inclusion approval, which facilitates the Credit, will be repealed by the City.

7. 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.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

T. A. Knox

ATTEST:

City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2021-028
EXHIBIT A
PROPERTY DESCRIPTION

919 Catawba

The land referred to herein below is situated in the County of Richland, State of SC, and is described as follows: ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF COLUMBIA, COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, BEING SHOWN AS T.M.S. 08914-08-02, 03, 04, 05, 06, AND 08 ON A PLAT OF 3.449 ACRES PREPARED FOR HARRY P. SULLINS BY POWER ENGINEERING CO., INC. DATED DECEMBER 19, 1989 AND RECORDED IN PLAT BOOK 52, PAGE 8840 WITH THE PROPERTY BEING WITHIN THE FOLLOWING METES AND BOUNDS: BEGINNING AT THE NORTHEASTERN CORNER OF THE INTERSECTION OF LINCOLN STREET AND CATAWBA STREET AND RUNNING NORTH 27-08-41 WEST FOR 163.24' ALONG THE EASTERN SIDE OF LINCOLN STREET; THENCE TURNING AND RUNNING NORTH 62-26-15 EAST FOR 91.97' ALONG THE PROPERTY OF N/F OF ALBERT JACKSON; THENCE TURNING AND RUNNING NORTH 27-08-41 WEST FOR 23.00' ALONG THE PROPERTY N/F OF ALBERT JACKSON; THENCE TURNING AND RUNNING SOUTH 62-26-15 WEST FOR 91.97' ALONG THE PROPERTY N/F OF ALBERT JACKSON; THENCE TURNING AND RUNNING NORTH 27-08-41 WEST FOR 22.28' ALONG THE EASTERN SIDE OF LINCOLN STREET; THENCE TURNING AND RUNNING NORTH 62-26-15 EAST 104.26' ALONG THE PROPERTY N/F OF MARION D. TURBEVILLE; THENCE TURNING AND RUNNING NORTH 27-22-42 WEST FOR 208.44' ALONG THE PROPERTY N/F OF MARION D. TURBEVILLE; THENCE TURNING AND RUNNING NORTH 62-44-10 EAST FOR 313.02' ALONG THE SOUTHERN SIDE OF RICE STREET; THENCE TURNING AND RUNNING SOUTH 27-16-42 EAST FOR 417.40' ALONG THE WESTERN SIDE OF PARK STREET; THENCE TURNING AND RUNNING SOUTH 62-43-18 WEST FOR 417.40' ALONG THE NORTHERN SIDE OF CATAWBA STREET TO THE POINT OF BEGINNING.

318 Lincoln

The land referred to herein below is situated in the County of Richland, State of SC, and is described as follows: ALL THAT PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING IN THE CITY OF COLUMBIA, COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, CONTAINING ONE-HALF (1/2) ACRES, MORE OR LESS, FOUND AT THE SOUTHEAST CORNER OF RICE STREET AND LINCOLN STREET; AND BEING FURTHER SHOWN ON THAT CERTAIN PLAT PREPARED FOR MARION D. TURBEVILLE, ET AL. BY COX AND DINKINS, INC. DATED FEBRUARY 28, 1986 AND RECORDED IN PLAT BOOK 50 AT 7604 AND IN THE OFFICE OF REGISTER OF DEEDS FOR RICHLAND COUNTY, AND SAID LOT OF LAND HAVING THE MEASUREMENTS AND BOUNDARIES AS SHOWN ON THE SAID PLAT WHICH IS INCORPORATED HEREIN BY REFERENCE.

312 Lincoln

The land referred to herein below is situated in the County of Richland, State of SC, and is described as follows: ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, SITUATE, LYING AND BEING ON LINCOLN STREET, IN THE CITY OF COLUMBIA, COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, BEING FURTHER DESCRIBED AS BEING BOUNDED ON THE: WEST BY LINCOLN STREET FOR A DISTANCE OF TWENTY-THREE (23) FEET, MORE OR LESS; NORTH BY LAND NOW OR FORMERLY OF HARRY P. SULLINS FOR A DISTANCE OF NINETY-TWO AND FIVE TENTHS (92.5) FEET, MORE OR LESS; EAST BY LAND NOW OR FORMERLY OF HARRY P. SULLINS FOR A DISTANCE OF TWENTY-THREE (23) FEET, MORE OR LESS; AND SOUTH BY LAND NOW OR FORMERLY OF HARRY P. SULLINS FOR A DISTANCE OF NINETY-TWO AND FIVE TENTHS (92.5) FEET, MORE OR LESS. ALSO DESCRIBED BY SURVEYOR AS: Commencing at a point at the intersection of the eastern right-of-way margin of Lincoln Street and the northern right-of-way margin of Catawba Street, thence running along the eastern right-of-way margin of Lincoln Street N.20°39'04"W., a distance of 163.16 feet to a 5/8" rebar (o), being the POINT OF BEGINNING 2 (POB 2); thence running along the eastern right-of-way margin of Lincoln Street N.19°41'38"W., a distance of 23.01 feet to a 5/8" rebar (o); thence running along property now or formerly of Michael Sullins for the following bearings and distances: N.69°02'21"E., a distance of 92.34 feet to a 3/4" pinch top (o); thence running S.20°29'21"E., a distance of 23.09 feet to a 5/8" rebar w/cap (o); thence running S.69°05'18"W., a distance of 92.66 feet to a 5/8" rebar (o), being the POINT OF BEGINNING 2 (POB 2).

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT CATAWBA

Effective as of: _____, 2021

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of [●], 2021 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and a company identified for the time being as PROJECT CATAWBA (as hereinafter defined “Company” together with the County, “Parties,” each, a “Party”).

W I T N E S S E T H :

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, as part of a commercial development to be located in the County, the Company has committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified on Exhibit A hereto (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$72,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on [●], 2021 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park, and the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on [●], 2021 in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Public Infrastructure, including, but not limited to, the Company Public Infrastructure, as defined below, will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

Section 1.2. *Representations and Covenants by the Company.* The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of [●], has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project;
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound; and
- (d) The Company covenants to complete any and all Company Public Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$72,000,000 in taxable property in the Project ("Investment Commitment") by [●], 2026 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the

Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the Certification Deadline. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in the Public Infrastructure as described on Exhibit B hereto ("Company Public Infrastructure"). The Company shall certify its actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County's Economic Development Department sufficient to reflect the Company's investment in the Company Public Infrastructure, in form and substance reasonably acceptable to the County. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth on Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify the Company's investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Deadline (the "Verification Date"), provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described on Exhibit C hereto.

(b) For each tax year for which the Company is entitled to a Public Infrastructure Credit, the County shall prepare and issue the Company's annual Fee Payment bill with respect to the Project net of the Public Infrastructure Credit set forth in **Section 2.3(a)** of this Agreement ("Net Fee Payment").

Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

(d) The County makes no representation or warranty with respect to the Company Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Company Public Infrastructure.

Section 2.4. Filings; Administration. To assist the County in administering the Public Infrastructure Credit, with respect to the Company's Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term, as defined on Exhibit C hereto, prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit D, as may be amended by subsequent resolution, with respect to the Company.

Section 2.5 Cumulative Public Infrastructure Credit. The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested by the Company in Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with **Section 2.3** of this Agreement.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are "Events of Default" under this Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) An abandonment or closure of the Project; for purposes of this Agreement, "abandonment or closure of the Project" means failure to place all or a portion of the Project in service by December 31, 2026;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in **Sections 2.1** and **2.2** of this Agreement and under **(a)** above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. Nonwaiver. A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver

or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; (iii) verifying the investment in the Company Public Infrastructure; and (iv) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. *Assignment.* The Company may assign or otherwise transfer any of its rights and interests in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company. For purposes of this Agreement, "affiliated entity" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

Section 4.3. *Provisions of Agreement for Sole Benefit of County and Company.* Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. *Severability.* If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties

shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. *Limitation of Liability.*

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

(c) The County is not responsible for the Company Public Infrastructure and disclaims all liability with respect to the Company Public Infrastructure.

Section 4.6. *Indemnification Covenant.*

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the

circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County: Richland County, South Carolina
 Attn: Director of Economic Development
 2020 Hampton Street
 Columbia, South Carolina 29204
 Phone: 803.576.2043
 Fax: 803.576.2137

with a copy to Parker Poe Adams & Bernstein LLP
 (does not constitute notice): Attn: Ray E. Jones
 1221 Main Street, Suite 1100 (29201)
 Post Office Box 1509
 Columbia, South Carolina 29202
 Phone: 803.255.8000
 Fax: 803.255.8017

if to the Company: PROJECT CATAWBA
 Attn: _____

 Phone: _____
 Fax: _____

with a copy to Tushar V. Chikhliker, Esq.
 Nexsen Pruet, LLC
 1230 Main Street, Suite 700 (29201)
 Post Office Box 2426
 Columbia, South Carolina (29202)
 Phone: 803.540.2188
 Fax: 803.727.1469

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. Administrative Fees. The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding \$5,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation,

approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. Entire Agreement. This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10. Agreement to Sign Other Documents. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. Agreement's Construction. Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. Counterparts. This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. Amendments. This Agreement may be amended only by written agreement of the Parties.

Section 4.15. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

[TWO SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, PROJECT CATAWBA has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

PROJECT CATAWBA

By: _____

Name: _____

Its: _____

/SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT/

EXHIBIT A**LAND DESCRIPTION**

[To be inserted]

EXHIBIT B (See Section 2.2)**DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE**

The Company Public Infrastructure includes a parking deck for residents of the development that will provide spaces dedicated to public parking on the ground floor. In addition to the parking deck, the Company Public Infrastructure will consist of general infrastructure benefiting the public, including, but not limited to, (i) enhanced streetscaping and landscaping along Catawba and Lincoln Streets, including surface parking spaces for public use, (ii) water, sewer and stormwater improvements, (iii) environmental cleanup, including the remediation of coal waste associated with the former Pinstch Gas Works facility, and (iv) blight eradication, including the removal of two vacant light-industrial buildings to create a connection between the University of South Carolina's Greek Village and the Granby Mills neighborhood. The anticipated total cost of the Company Public Infrastructure is approximately \$7,800,000, and is further detailed below:

Company Public Infrastructure Budget Estimate	
Description	Budget
Streetscaping/Landscaping (<i>*including public surface parking</i>)	\$500,000
Water/Sewer/Stormwater Improvements	\$579,148
Water/Sewer/Stormwater Improvements Impact Fees	\$750,000
Parking Deck	\$5,000,000
Eradication of Blight	\$350,000
Environmental Cleanup	\$500,000
General Conditions	\$120,852
Total Projected Company Public Infrastructure Costs	\$7,800,000

Notwithstanding anything above or in this Agreement to the contrary, the Company and the County acknowledge and agree that: (i) the Company Public Infrastructure shall, subject to the provisions of **Section 2.2(c)** of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested in by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the specific line item budget amounts listed above are current estimates and the actual expenditures made by the Company with respect to each such line item may fluctuate as the Project develops.

EXHIBIT C (See Section 2.3)**DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT**

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10th year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

EXHIBIT D (See Section 2.4)

**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____**

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF
THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK
JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO
INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND
COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC
INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR
PUBLIC INFRASTRUCTURE CREDITS TO A COMPANY
IDENTIFIED FOR THE TIME BEING AS PROJECT CATAWBA;
AND OTHER RELATED MATTERS.**

WHEREAS, Richland County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina (“Fairfield”), the I-77 Corridor Regional Industrial Park (“Park”) and executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, a company identified for the time being as Project Catawba (and/or a related or affiliated entity, collectively or alternatively, the “Company”), has, as part of a commercial development to be located in the County, committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$72,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and to amend the Park Agreement to include the Land and other real and personal property comprising the Project (collectively, the “Property”) in the Park; and

WHEREAS, the City of Columbia, South Carolina, the municipality in which the Property is located, consented to the expansion of the boundaries of the Park to include the Property in the Park by an ordinance enacted on [●], 2021 in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement with the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of

assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Statutory Findings. Based on representations made by the Company to the County, the County finds that the Project and the Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens.

Section 2. Expansion of the Park Boundaries; Inclusion of Property. The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council (“Chair”), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council, receipt of the consent of the City of Columbia as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property in the Park, which written notice shall include a copy of this Ordinance and identification of the Property.

Section 3. Approval of Public Infrastructure Credit; Authorization to Execute and Deliver Agreement. The Public Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

Section 4. Further Assurances. The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Agreement.

Section 5. Savings Clause. The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. General Repealer. Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. Effectiveness. This Ordinance is effective after its third reading and public hearing.

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: March 2, 2021
Second Reading: [●], 2021
Public Hearing: [●], 2021
Third Reading: [●], 2021

EXHIBIT A
FORM OF AGREEMENT





Our Content



03 — ABOUT US

04 — PROJECT INFORMATION

05 — PROJECT DESCRIPTION

07 — PROJECT SITE PLAN

08 — PROJECT ELEVATIONS

10 — TDC DEVELOPMENT EXPERIENCE

About Us



- ❖ Established in 1955, The Dinerstein Companies (TDC) has developed and acquired over 75,000 multi-family units and 44,000 student housing beds nationwide.
- ❖ TDC is the leading “green” developer in the country with 28+ LEED Certified properties completed or in development.
- ❖ TDC has completed four (4) other developments in Columbia, SC since 2005.
 - ❖ All properties are still operating but are not owned by TDC
- ❖ **Recent awards:**
 - 2016-2019 Houston Chronicle Best Places to Work
 - 2018 HAA Winner: Best Mid-Rise and Best New Development
 - J Turner Research: 2018-19 #1 ranked Student Housing Manager and #2 Conventional Property Manager based on Online Reputation Assessment

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Project Information



- ❖ Din/Cal 4, Inc. is currently under contract to purchase +/- 4.00 acres of land and improvements located on 312 Lincoln, 318 Lincoln, and 919 Catawba Street. At closing, TDC will form a special purpose entity (SPE) to acquire the Property.
- ❖ TDC is planning to develop a 278-unit, Class A, conventional multifamily property consisting of 1, 2, and 3-bedroom units. The property will consist of five (5) levels of residential units wrapping a six and half-story (6.5) parking garage.
 - ❖ Residential SF - ~290,000
 - ❖ Parking Spaces - ~559 (~532 in garage and 27 on-street)
- ❖ The project will include best in-class finishes/amenities and exterior materials that conform with the City of Columbia code requirements as well as tie into the surrounding area.

Project Description



- ❖ Total Development costs are estimated to be ~\$77 million and will be funded by a combination of conventional construction debt and a joint venture between TDC and an Institutional Equity Partner.
- ❖ Public improvements will include the following:
 - ❖ Dedicated public parking on the ground floor of the parking garage.
 - ❖ Enhanced landscaping/streetscaping along Catawba and Lincoln Streets, including ~27 public surface spaces (17 parallel spaces along Catawba & Lincoln Street and 10 spaces onsite).
 - ❖ Water/Sewer/Stormwater improvements.
 - ❖ Environmental cleanup including the remediation of coal waste from former Pinstch Gas Works plant.
 - ❖ Eradication of blight by removing two, old light-industrial buildings for urban/walkable development.
- ❖ Deadline to commit to project – 4/1/2021 - 100% dependent on approval of property tax abatement request.
- ❖ Land closing is scheduled for May 2021 with vertical construction starting in July 2021.

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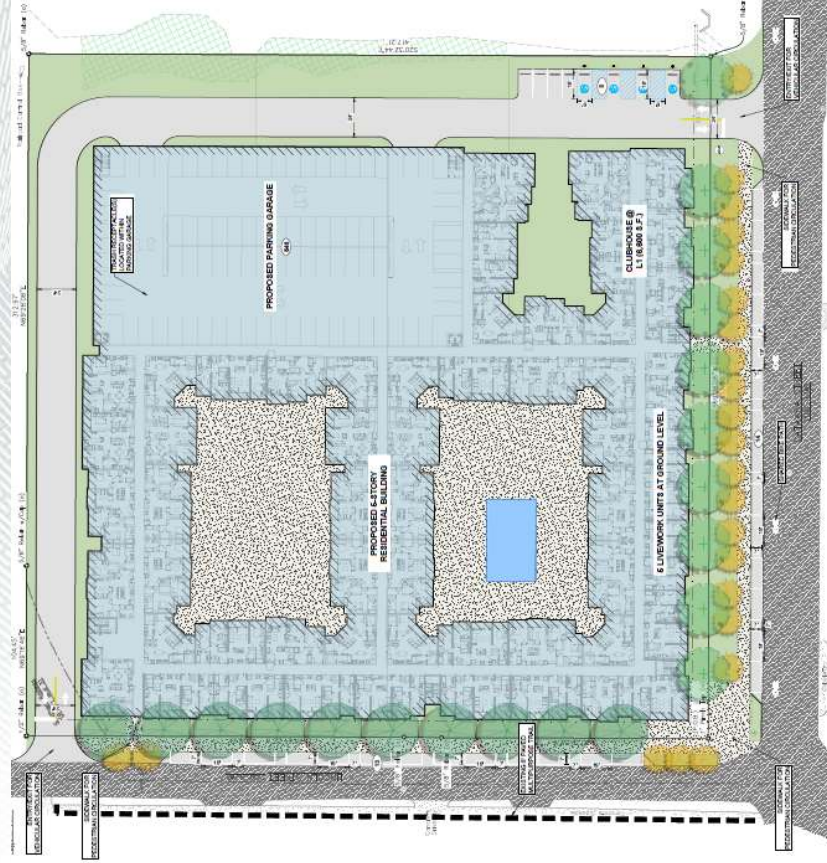
Project Description (cont'd)

- ❖ Project impacts on local community:
 - ❖ Significant improvement over current use of light-industrial
 - ❖ Cleanup of environmental conditions currently onsite
 - ❖ Adding ~278 conventional multifamily units to address the shortage of conventional apartments in Columbia that will cater to young and working professionals.
 - ❖ Will create gateway connecting University of South Carolina affiliate land to the Columbia Innovation center, further activating connectivity along Lincoln and Assembly streets driving future development.
 - ❖ Consistent with Comprehensive Plan
 - ❖ Investing over ~\$77 million with an economic impact exceeding ~\$90 million upon completion
 - ❖ Adding ~559 vehicular parking spaces and 34 bike parking spaces (including ~27 surface spaces), with plans to have 11 parking spaces on the ground floor of the garage available for public parking.
 - ❖ Adding 17 parallel parking spaces along Catawba and ten (10) onsite surface spaces available for public use.
 - ❖ Improved landscaping/streetscape along Lincoln and Catawba Street creating urban/walkable environment.

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Project Site Plan



Note – Preliminary Site Plan subject to change

Project Elevation



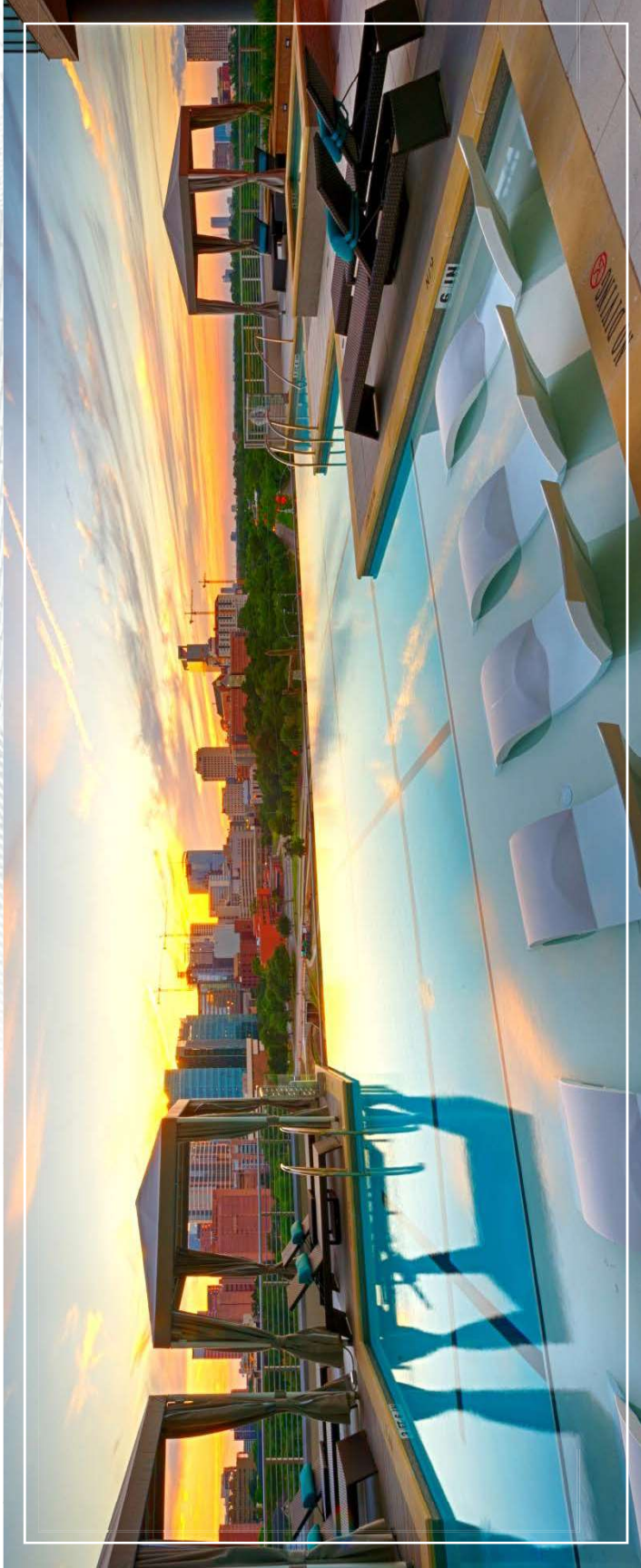
Note – Preliminary elevation subject to change

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Project Elevation



Note – Preliminary elevation subject to change



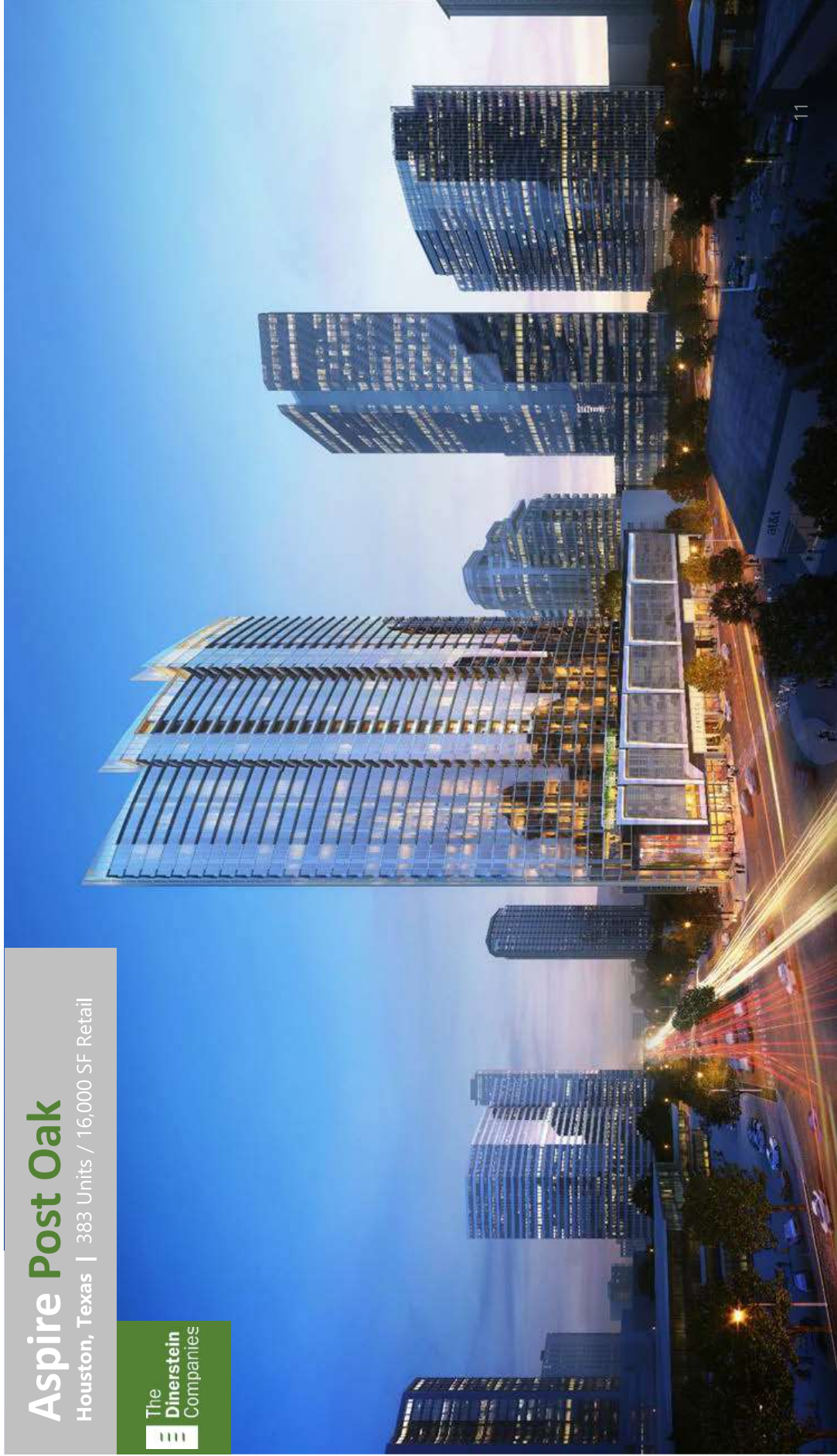
TDC Development Experience

Our multi-family development company's track record and experience spans six decades and twenty-six states.

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Aspire Post Oak

Houston, Texas | 383 Units / 16,000 SF Retail





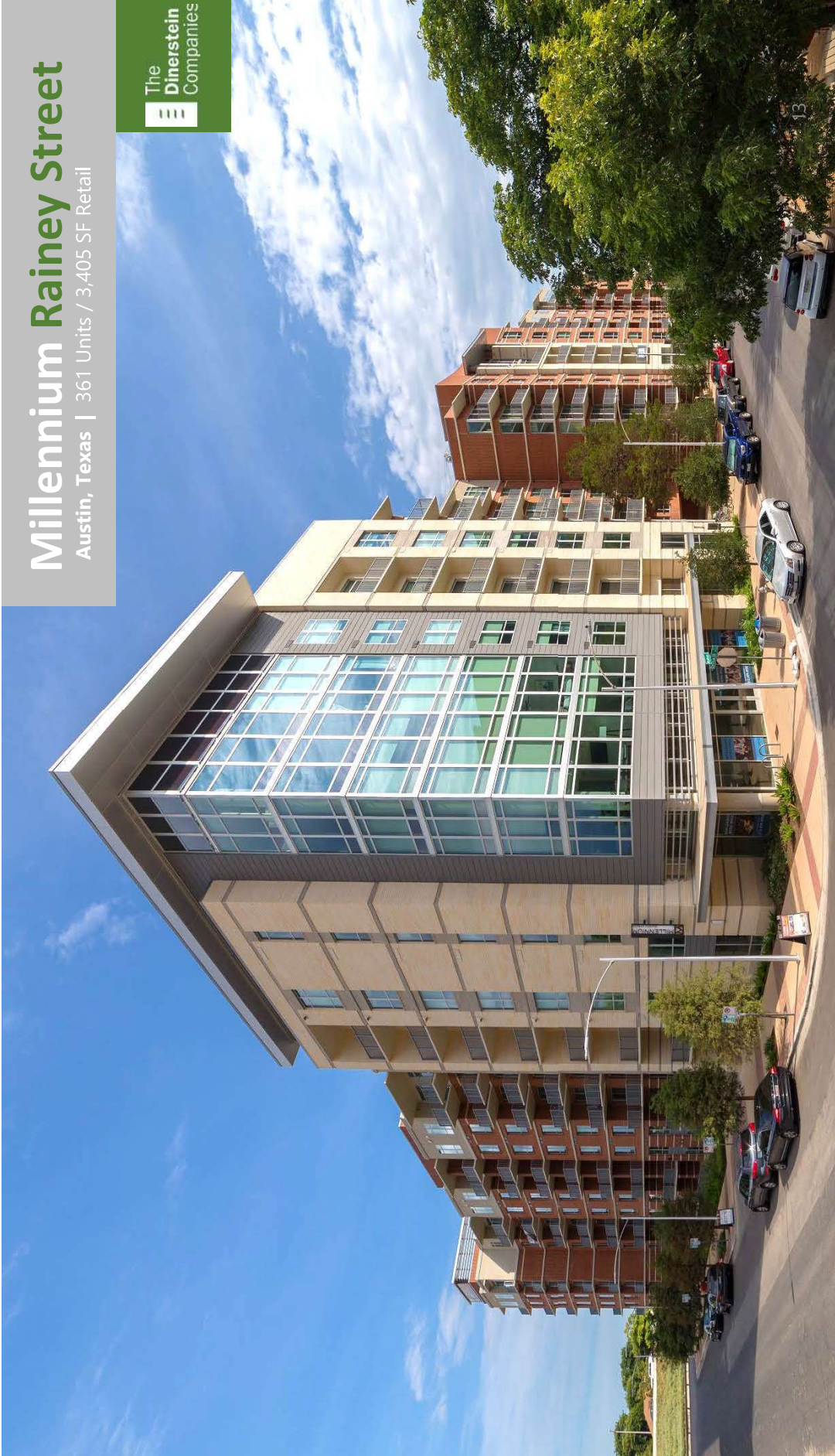
Aspire Music City

Nashville, Tennessee | 361 Units



Millennium Rainey Street

Austin, Texas | 361 Units / 3,405 SF Retail





Millennium Santa Monica
Santa Monica, California | 356 Units / 25,000 SF Retail

The Dinerstein Companies

919 Catawba - UofSC
Columbia, South Carolina

Number of Units:	279
Number of Beds:	679
Retail sf:	0

Residential Square Footage:	284,632
Average Unit Size:	1,020

MEZZANINE COST SUMMARY				TOTAL	Per Beds	Per Sq. Ft.	Per Unit
Land Value				5,885,000	8,667	20.68	21,093
Offsite Improvements				0	0	0.00	0
Entitlement Fee:				0	0	0.00	0
Land Loan Fee:				0	0	0.00	0
Land Closing Costs:				0	0	0.00	0
Land Carry Cost				0	0	0.00	0
Entitlement Pursuit Costs				0	0	0.00	0
Land Loan Interest Reserve / Operating Loss				0	0	0.00	0
Demo Work				0	0	0.00	0
Total Land Costs				5,885,000	8,667	20.68	21,093
Impact Fees:				892,800	1,315	3.14	3,200
Interest Rate Cap				75,000	110	0.26	269
Internet Installation:				0	0	0.00	0
Loan Guaranty Fee:				0	0	0.00	0
Other Initial costs				0	0	0.00	0
Total Initial Costs				967,800	1,425	3.40	3,469
Investor Fee	TDC Partners	0.00%		0	0	0.00	0
Investor Fee	Land Contribution	0.00%		0	0	0.00	0
Construction Loan Points		1.00%		478,317	704	1.68	1,714
Mezzanine Loan Points		0.00%		0	0	0.00	0
Pre-Construction Interest:	(months:)	0.00%		0	0	0.00	0
Construction Loan Closing Costs:		0.75%		597,897	881	2.10	2,143
Total Financing and Closing Costs				1,076,214	1,585	3.78	3,857
TOTAL UPFRONT COSTS				7,929,014	11,677	27.86	28,419
Construction Costs:				61,858,851	91,103	217.33	221,716
Furniture:	100%	679	0.00%	0	0	0.00	0
Construction costs subject to Builders Fee				500,000	736	1.76	1,792
Total Costs subject to Builders Fee				62,358,851	91,839	219.09	223,508
Construction costs not subject to Builders Fee				0	0	0.00	0
Total Costs not subject to Builders Fee				0	0	0.00	0
Total Hard Costs				62,358,851	91,839	219.09	223,508
Construction Management Fee		6.00%		3,741,531	5,510	13.15	13,411
Developer Fee				2,790,185	4,109	9.80	10,001
Soft Cost (see detail):				0	0	0.00	0
TOTAL CONSTRUCTION COSTS				68,890,567	101,459	242.04	246,920
Marketing:				300,000	442	1.05	1,075
Pre-Leasing Expenses:				300,000	442	1.05	1,075
RE Taxes During Construction:				200,000	295	0.70	717
Earthquake Insurance During Construction:				0	0	0.00	0
Soft Cost Contingency:				200,000	295	0.70	717
PDI Interest				95,000	140	0.33	341
Interest Reserve:				1,805,000	2,658	6.34	6,470
TOTAL RESERVE COSTS				2,900,000	4,271	10.17	10,395
TOTAL COSTS				79,719,582	117,407	280.07	285,734
TDC Partners	15.00%	6.00%		4,783,175	7,044	16.80	17,144
Land Contribution	0.00%	0.00%		0	0	0.00	0
Limited Partners	85.00%	34.00%		27,104,658	39,918	95.23	97,149
Dinerstein - GP	0.00%	0.00%		0	0	0.00	0
TOTAL EQUITY	100.00%	40.00%		31,887,833	46,963	112.03	114,293
MEZZANINE LOAN		0.00%		0	0	0.00	0
CONSTRUCTION LOAN		60.00%		47,831,749	70,444	168.04	171,441
TOTAL SOURCES				79,719,582	117,407	280.07	285,734

Attachment: Project Catawba Attachments (6595 : Ordinance No.: 2021-028 Project Catawba inclusion in Multi-County Industrial/Business

ORDINANCE NO.: 2021-029

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article I, In General Sec. 23-1 Civil penalties for violations related to wastewater collection and treatment or water treatment and distribution; Article IV, Wastewater Service Sec. 23-101 Definitions, Sec. 23-102 Prohibited discharges, Sec. 23-105 Discharge permit required; issuance; conditions and Article V, Water and Sewer Rates Sec. 23-150 Discharge of hauled waste

BE IT ORDAINED by the Mayor and Council this 20th day of August, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article I, In General Sec. 23-1 Civil penalties for violations related to wastewater collection and treatment or water treatment and distribution; Article IV, Wastewater Service, Sec. 23-101 Definitions, Sec. 23-102 Prohibited discharges, Sec. 23-105 Discharge permit required; issuance; conditions and Article V, Water and Sewer Rates, Sec. 23-150 Discharge of hauled waste are amended to read as follows:

Sec. 23-101. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authorized representative of an industrial user means:

(1) A responsible corporate officer if the industrial user submitting the reports required by paragraph 23-105(n) of this section is a corporation. For the purpose of this paragraph, a responsible corporate officer means:

(i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any person who performs similar policy- or decision-making functions for the corporation, or

(ii) the manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) a general partner or proprietor if the industrial user is a partnership or sole proprietorship, respectively; or

(3) a duly authorized representative of the individual designated in subparagraph (1) or (2) above if:

(i) The authorization is made in writing by the individual described in (1) or (2);

(ii) The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the industrial discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and

(iii) The written authority is submitted to the control authority.

(4) If an authorization under subparagraph (3) of this section is no longer accurate because a different individual or position has responsibility for the overall operations of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of subparagraph (3) of this section must be submitted to the control authority prior to or together with any reports to be signed by an authorized representative.

BOD means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees Celsius, expressed in milligrams per liter, in accordance with testing methods established under 40 CFR Part 136.

Best management practices or BMPs means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in S.C. Reg. 61-9.403.5(a)(1) and (b). BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

Color means the color of the light transmitted by the waste solution after removing the suspended material, including the pseudo-colloidal particles.

Control authority means the director of utilities or his duly authorized representative.

Day means a calendar day. Computation of time shall be in accordance with section 1-2.

Domestic waste means that liquid from bathrooms, shower rooms, toilet rooms, sinks, kitchens, laundry facilities located in residences, apartments, hotels, motels, restaurants, cafeterias, office buildings, schools and commercial establishments.

Industrial user or user means any user of the works POTW that discharges nondomestic waste.

Industrial discharge means the introduction of pollutants into the POTW from any non-domestic source regulated under Section 307(b), (c), or (d) of the Federal Water Pollution Control Act as amended by the Clean Water Act of 1977 or Section 48-1-90 of the South Carolina Pollution Control Act.

Industrial waste means any waste discharged into the POTW which is not domestic waste.

Instantaneous limit means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

Interference means a discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

(1) Inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and

(2) Therefore is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including title II more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to subtitle D of SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine, Research and Sanctuaries Act, and the South Carolina Pollution Control Act.

Local limit means a specific discharge limit developed and enforced by the city on industrial users to implement the general and specific discharge prohibitions listed in S.C. Reg. 61-9.403.5(a)(1) and (b).

Monthly average means the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

National pretreatment standard, pretreatment standard, or standard means any regulation containing pollution discharge limits promulgated by the EPA in accordance with section 307(b) and (c) of the Clean Water Act which applies to industrial users. This term includes local limits established pursuant to S.C. Reg. 61-9.403.5.

New source shall mean:

(1) any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the Clean Water Act that will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(i) The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 (ii) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 (iii) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered;

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section 1(ii) or 1(iii) of this section, but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a new source as defined under this section has commenced if the owner or operator has:

(i) Begun, or caused to begin, as part of a continuous onsite construction program;
 (A) Any placement, assembly, or installation of facilities or equipment; or
 (B) Significant site preparation work including clearing, excavation or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
 (ii) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Normal waste means that waste having a BOD concentration of 200 milligrams per liter or less, and suspended solids concentration of 200 milligrams per liter or less.

Pass through means a discharge which exits the POTW into water of the State or of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation).

Person means any individual, firm, company, association, corporation, or municipal corporation other than the city.

pH means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution. The stabilized pH of waste will be considered to be a pH which is within the specified pH limits after a sample of the waste has been subjected to aeration.

Properly shredded waste means the organic wastes resulting from the preparation, cooking and dispensing of foods that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle being greater than one-half inch in any dimension.

Receiving stream and waters of the state mean all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof and which receive the discharge from a wastewater treatment plant or are formed by the effluent from a wastewater treatment plant.

Sanitary sewerage system or POTW means all or any part of the lateral sewers, collecting sewers, district sewers, intercepting sewers, wastewater pumping stations, waste treatment facilities and outfall sewers owned by the city and/or administered by the city.

Significant industrial user means:

- (1) Except as provided in subsection (3) and (4) below, any industrial user subject to categorical pretreatment standards; or
- (2) Except as provided in subsection (3) and (4) below, any other industrial user which:
 - (i) discharges an average 25,000 gallons per day or more of process wastewater (excluding sanitary, noncontact cooling and boiler blowdown wastewaters); or
 - (ii) contributes a process wastewater which makes up five percent or more of the average dry weather hydraulic or organic capacity (BOD, TSS, etc.) of the treatment facilities; or
 - (iii) has a reasonable potential in the opinion of the control authority to adversely affect the operation of the POTW or to violate any pretreatment standard or requirement (in accordance with S.C. Reg. 61-9.403.8(f)(6)).
- (3) The control authority may determine that an industrial user subject to categorical pretreatment standards under S.C. Reg. 61-9.403.6 and 40 CFR chapter I, subchapter N is a non-significant categorical industrial user rather than a significant industrial user on a finding that the industrial user never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:
 - (i) The industrial user, prior to the control authority's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;
 - (ii) The industrial user annually submits the certification statement required in S.C. Reg. 61-9.403.12(q) together with any additional information necessary to support the certification statement; and
 - (iii) The industrial user never discharges any untreated, concentrated wastewater.
- (4) Upon a finding that an industrial user meeting the criteria in the paragraph above has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the control authority may at any time, on its own initiative or in response to a petition received from an industrial user, and in accordance with S.C. Reg. 61-9.403.8(f)(6), determine that such industrial user is not a significant industrial user.

Significant noncompliance means any of the following:

- (1) Chronic violations of discharge limits in which sixty-six percent or more of the measurements taken for the same pollutant parameter during a six (6) month period exceed (by any magnitude) a numeric pretreatment standard or requirement (as defined by S.C. Reg. 61-9.403.3), including instantaneous limits;
- (2) Technical review criteria violations in which thirty-three percent or more of the measurements taken for the same pollutant parameter during a six (6) month period equal or exceed the product of the numeric pretreatment standard or requirement (as defined by S.C. Reg. 61-9.403.3), including instantaneous limits, multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH);
- (3) Any other violation of a pretreatment standard (daily maximum, long-term average, instantaneous limit, or narrative standard) that the control authority determines has caused, alone or in combination with other discharges, interference (e.g., slug loads) or pass through (including endangering the health of city personnel or the public);
- (4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority under S.C. Reg. 61-9.403.8(f)(1)(vi)(B) to halt or prevent such a discharge;

- (5) Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction or attaining final compliance;
- (6) Failure to provide, within 45 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- (7) Failure to accurately report noncompliance; or
- (8) Any other violation or group of violations, which may include a violation of best management practices, which the control authority determines will adversely affect the operation or implementation of the local pretreatment program.

Slug load or slug discharge means any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Section 23-102 of this article. A slug discharge is any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the POTW's regulations, local limits or industrial user permit conditions.

Strength of waste means the concentration, expressed in milligrams per liter of BOD, suspended solids or compounds (substances) contained in the liquid waste.

Suspended solids means solids that either float on the surface of or are suspended in water or liquid waste, and which are removable by laboratory filtration.

Unpolluted water or waste means any water or waste containing none of the following: free or emulsified grease or oil; acids or alkalines; phenols or other substances imparting taste and odor in receiving waters; toxic or poisonous substances in suspension, colloidal state or solution; and noxious or odorous gases. Unpolluted water or waste shall contain not more than ten milligrams per liter of BOD. Unpolluted water or waste normally shall include:

- (1) The discharge from rain downspouts and drains.
- (2) The discharge from surface water and stormwater drains.
- (3) The discharge from air conditioning systems.
- (4) Cooling waters containing no free or emulsified greases or oils, no acids or alkalies, no phenols or other substances imparting taste and odor in receiving waters, no toxic or poisonous substances (whether in suspension, in colloidal state or in solution), and no noxious or odorous gases.

Unpolluted water or waste shall also mean any water or waste judged by the South Carolina Department of Health and Environmental Control (SCDHEC) to be admissible to streams and watercourses under the jurisdiction of SCDHEC, and in accordance with the standard of water quality established by SCDHEC for the particular stream or watercourse into which such unpolluted water or waste is to be discharged.

Zero discharge industrial user means an industrial user which manages or disposes of non-domestic waste without discharge to the POTW, but has the potential to discharge and/or spill non-domestic waste by one of the following means:

- (1) drains in the manufacturing process area that are connected to the sewer system and that may discharge waste in the case of spills, washdowns, etc.;
- (2) tanks containing regulated wastewater or chemicals that contain overflow or emergency bypass hookups to the sewer system;
- (3) any structure, piping, treatment system design, etc. that the Industrial Pretreatment division identifies as a possible route for discharge of regulated (process) wastewater; or
- (4) floor drains that are not permanently plugged and tamper proof.

Sec. 23-102. Prohibited discharges.

(a) No person shall discharge or cause to be discharged into any portion of the sanitary sewerage system, directly or indirectly, any waste which may violate any law or governmental regulation, may create interference or pass through, or have an adverse or harmful effect on the sanitary sewerage system, maintenance personnel, wastewater treatment plant personnel or equipment, treatment plant effluent quality, or public or private property, or which may otherwise endanger the public or the local environment or create a nuisance. Discharges of the following are prohibited:

- (1) Any gasoline, benzene, naphtha, acetone, solvent or fuel oil or any liquid, solid or gas that would cause flammable or explosive conditions, including but not limited to waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using test methods specified in 40 CFR 261.21.
- (2) Any quantities of rainwater, stormwater, groundwater, street drainage, water from yard fountains, ponds or lawn sprays, or any other unpolluted water, except as provided in this article.
- (3) Any water added for the purpose of diluting wastes which would otherwise exceed applicable maximum concentration limitations for any wastewater constituent.
- (4) Any wastes containing dissolved sulfides in amounts which would be hazardous, cause damage to the sanitary sewerage system, or create a public nuisance.
- (5) Any waste, liquid or vapor having a temperature higher than 150 degrees Fahrenheit (65 degrees Celsius).

- (6) Any waste that will increase the temperature of the treatment plant influent to greater than 104 degrees Fahrenheit (40 degrees Celsius).
- (7) Any wastes requiring the introduction of an excessive quantity of chlorine or any other chemical compound for sewage treatment purposes which has potential to adversely affect the operation of the POTW or cause a violation of any requirement of the POTW's NPDES permit.
- (8) Any quantities of deionized water, steam condensate or distilled water.
- (9) Any waste producing discoloration of wastewater or treatment plant effluent.
- (10) Any waste containing substances that may precipitate, solidify or become viscous at temperatures between 50 degrees Fahrenheit (ten degrees Celsius) and 100 degrees Fahrenheit (38 degrees Celsius).
- (11) Any quantities of garbage or waste that are not ground sufficiently to pass through a one-half-inch screen.
- (12) Any quantity of blow-down or bleed water from cooling towers or other evaporative coolers exceeding one-third of the makeup water.
- (13) Any quantity of single pass cooling water, surface water, roof runoff and subsurface drainage unless specifically authorized by the control authority.
- (14) Recognizable portions of the human anatomy.
- (15) Any water or waste containing more than 100 milligrams per liter of fat, oil or grease.
- (16) Any waste that has not been properly shredded.
- (17) Any ashes, cinders, sand, mud, straw, shavings, lint, glass, rags, metals, feathers, tar, plastics, wood, paunch manure, insulation materials, fibers of any kind, stock or poultry feeds, processed grains, viscera or other solid or viscous substance capable of causing obstruction to flow in sewers or interference with proper operation of waste treatment facilities.
- (18) Any waters or wastes having a stabilized pH lower than 6.0 or higher than 9.0, or having properties capable of either causing damage or creating a hazard to structures, equipment and personnel of the sanitary sewerage system and waste treatment facilities.
- (19) Any waters or wastes having a BOD concentration in excess of 300 milligrams per liter, except as provided in this article.
- (20) Any waters or wastes having a suspended solids concentration in excess of 300 milligrams per liter, except as provided in this article.
- (21) Any waters or wastes containing contaminants, including oxygen-demanding pollutants, of such character or in such quantity as will not be amenable to the waste treatment processes, or will injure or interfere with the waste treatment processes, or will constitute a hazard to humans or animals, or will create a hazard in the stream or watercourse receiving the effluent from the waste treatment plant.
- (22) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required in the handling or treatment of such waste materials at the waste treatment plant.
- (23) Any noxious or malodorous gas or substance capable of creating a public nuisance, or any substance or compound which, when introduced into a reducing environment such as might exist in the sanitary sewerage system, might cause the evolution of a malodorous gas and thereby create a public nuisance.
- (24) Any pollutant which could result in the presence of toxic gases, vapors or fumes within the sanitary sewerage system in a quantity that may cause acute worker health and safety problems.
- (25) Any wastewater containing any radioactive wastes or isotopes except as specifically approved by the control authority in compliance with applicable State or Federal regulations.
- (26) Any trucked or hauled pollutants, except as discharge points designated by the control authority in accordance with Section 23-115 of this ordinance.
- (27) Any substance which may cause the POTW's effluent or any other product of the POTW, such as residues, sludges or scums, to be unsuitable for the reclamation process. In no case shall a substance discharged cause interference.
- (28) Any sludges, screenings or residues from the pretreatment of industrial wastes.
- (29) Any medical wastes, except as specifically authorized by the control authority in a wastewater discharge permit.
- (30) Any material containing ammonia, ammonia salts, or other chelating agents which will produce metallic complexes that interfere with the sanitary sewerage system.
- (31) Any material that would be identified as hazardous waste according to S.C. Reg. 61-79 Part 261 if not disposed of in a sewer except as may be specifically authorized by the control authority.
- (32) Any wastewater causing the treatment plant effluent to violate State Water Quality Standards for toxic substances as described in S.C. Reg. 61-68.
- (33) Wastewater which causes, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test.
- (34) Any wastes containing detergents, surface active ingredients, or other substances which may cause excessive foaming in the sanitary sewerage system.
- (35) At no time, shall two successive readings on an explosion hazard meter, at the point of discharge into the sanitary sewerage system (or at any point in the system) be more than five percent (5%) nor any single reading over ten percent (10%) of the lower explosive limit (LEL) of the meter.
- (36) Any discharge in violation of the Fats, Oils, and Grease Management Regulation (Parts 29 and 30).
- (b) No person shall discharge harmful quantities of hazardous substances as defined in 40 CFR chapter I, subchapter D, Parts 116 and 117, or in excess of the amounts set forth in Local Limits for Industrial Discharges of Wastewater (Part 32) promulgated pursuant to section 23-104.

(c) No statement contained in this section shall be construed as preventing the execution of a contract, special agreement or arrangement between the city and any person whereby an industrial waste or pollutant of unusual strength or character may be admitted into the sanitary sewerage system by the city after approved pretreatment of such waste by the person desiring to discharge waste into the sanitary sewerage system, or the assessment of special charges for the use of the sanitary sewerage system.

Sec. 23-105. Discharge permit required; issuance; conditions.

(a) Permit required. Any person desiring to deposit or discharge any industrial waste or other pollutant into the sanitary sewerage system or any person now discharging any industrial waste or other pollutant into the sanitary sewerage system shall make application to the control authority. The control authority will approve such application and issue a permit to discharge only when satisfactory evidence is submitted by the applicant to the control authority that the discharge of such industrial waste or other pollutants is in full compliance with this article.

(b) Application. In addition to the requirements and criteria set for in Section 23-103, persons seeking a permit shall complete and file with the control authority an application in the form prescribed by the control authority. The applicant shall submit, where appropriate:

- (1) The name, address and telephone number of the applicant and the owner of the premises from which industrial wastes are intended to be discharged.
- (2) Daily average volume of wastewater to be discharged.
- (3) Schedule of all industrial process waste flows produced before and after pretreatment, if any, at the premises, including the daily volume, and wastewater constituents and characteristics as determined by representative samples and analyses done by a qualified laboratory acceptable to the control authority and in accordance with 40 CFR 136 and amendments thereto.
- (4) Estimated time and duration of discharge within a 20 percent tolerance.
- (5) Estimated hourly peak wastewater flow rates, including daily, monthly and seasonal variations within a 20 percent tolerance.
- (6) Site and plumbing plans describing any pretreatment facilities and showing all connections to the sanitary sewerage system.
- (7) A description of activities, facilities and plant processes on the premises, including all process waste materials which are or could be discharged, but excluding proprietary information concerning processes and products.
- (8) Type or classes of products produced.
- (9) The average number of employees and normal hours of work.
- (10) Any other relevant information as may be deemed by the control authority to be necessary to evaluate the permit application.

(c) Failure to apply for permit. The responsibility for filing an application for a permit to discharge shall rest upon the person discharging or proposing to discharge industrial waste or other pollutants to the sanitary sewerage system. Should such person fail to file an application for a permit to discharge and should such person then be discharging any industrial waste or other pollutant to the sanitary sewerage system, the control authority shall, after 24 hours' notice has been given, cause such person's water service from the public water system to be discontinued, and water service will be restored at such person's expense only after he has complied with the provisions of this article. If such person does not use water exclusively from the public water system, the control authority shall, after 24 hours' notice has been given, cause such person's connection to the sanitary sewerage system to be severed, and such connection will be restored at such person's expense only after he has complied with the provisions this article. The control authority may discontinue water service without providing 24 hours' notice if the control authority determines, in its discretion, that the unpermitted discharge has the potential to cause a substantial interference or pass through or potential to cause damage to the sanitary sewerage system or rapid deterioration of the system structures.

(d) Discharging waste prior to approval of permit application. Should any person discharging or proposing to discharge any industrial waste or other pollutant into the sanitary sewerage system file an application with the control authority for a permit to discharge and should such person then be discharging any industrial waste or other pollutant to the sanitary sewerage system prior to the issuance of a permit for the discharge, the control authority may discontinue the person's water service in accordance with subsection (c) herein. The control authority, in its discretion, may authorize discharge of industrial waste into the sanitary sewerage system during the pendency of the permit application pursuant to a corrective action plan under an appropriate enforcement action.

(e) General permits. The control authority may, but is not required to, issue a general permit for any industrial sector which satisfies the criteria in S.C. Reg. 61-9.403.8(f)(iii)(A)(1). Industrial users seeking coverage under a general permit must submit an application in accordance with this section 23-105.

(f) Compliance with discharge standards. All permit holders shall make wastewater acceptable under the limitations established in this article and in their individual permits before discharging directly or indirectly into any part of the sanitary sewerage system. For existing industrial discharges, an appropriate compliance schedule may be included in the permit.

(g) Compliance with permit conditions. No permit holder shall discharge industrial wastewaters in excess of the quantity, rate of discharge, or quality conditions specified in the permit. Any person desiring to modify his discharge in a manner which would violate conditions of his permit shall notify the control authority in advance of such discharge and shall apply for an amended permit.

(h) Issuance. The control authority will evaluate the data furnished by the applicant and may require additional information. A proposed permit may be issued within 60 days after all data has been furnished to and accepted by the control authority. The applicant shall then be allowed a 30-day comment period. Upon the expiration of the comment period, or upon the expiration of 90 days from the date the data has been furnished and accepted, the control authority shall issue or deny a permit. A permit may contain appropriate restrictions that are more stringent than requirements and limitations set forth in this article; in such case such restrictions shall apply. Issuance of a permit shall not relieve the user from complying with all applicable laws, regulations and ordinances promulgated by other government authority, nor shall the issuance of a permit be construed as a representation by the city that the discharge permitted therein complies with all of such laws, regulations and ordinances.

(i) Restrictions. The restrictions in permits shall be uniformly enforced by the control authority, and may include but shall not be limited to the following:

- (1) The maximum permissible concentration or mass of wastewater constituents. Permit limits may include nutrient-based limits, such as total phosphorous, total nitrogen, and ammonia nitrogen.
- (2) Limits on rate and time of discharge, or requirements for flow regulation and equalization.
- (3) Requirements for inspection, flow metering and sampling facilities, and alternative sampling methods.
- (4) Pretreatment of industrial wastewater before discharge.
- (5) Provisions for intentional diversion of waste streams from any portion of the pretreatment facility.
- (6) Specifications for monitoring programs, which may include sampling locations, frequency and method of sampling, flow metering, number, types and standards for tests, and reporting schedule.
- (7) Prohibition of discharge of certain wastewater constituents.
- (8) Requirement for submission of periodic discharge reports, to include information concerning volume, rate of flow, constituent concentrations, peak flow rates, hours of operation, number of employees or other information.
- (9) Requirements for the protection of the sanitary sewerage system.
- (10) Other conditions as deemed appropriate by the control authority to ensure compliance with this article.

(j) Term. Permits shall be issued for any specified period of time, not to exceed five years.

(k) Separate permit required for each connection; required conditions; transfer of permit. A separate permit shall be required for each wastewater connection discharging directly or indirectly into the sanitary sewerage system. Each permit must contain effluent limits, including best management practices, based on applicable pretreatment standards and requirements to control slug discharge, if determined by the control authority to be necessary. For each user having multiple connections at a single plant or facility, a single permit shall be required which may set forth specific effluent limitations and conditions for discharge from each separate connection. No permit is transferable.

(l) Pretreatment facilities. Any facilities required for pretreatment or equalization of wastewater prior to discharge into the sanitary sewerage system shall be provided and maintained at the permit holder's expense. Where pretreatment or equalization of wastewater flows is required by the control authority, plans, specifications and other pertinent data or information relating to such pretreatment or flow control facilities shall be filed with the control authority prior to the construction thereof. Plans and specifications for industrial pretreatment facilities must also be submitted to the state department of health and environmental control, industrial wastewater division, for review and approval prior to construction. Neither filing of the plans nor the issuance of a permit shall be construed to indicate that the control authority in any way vouches for or warrants the capabilities of any such plans, specifications or data in any manner. Subsequent alterations or additions to such pretreatment or flow control facilities shall not be made without prior notice to the control authority.

(m) Surveys and zero discharge industrial users. For the purpose of maintaining an accurate, up-to-date industrial user inventory, the control authority may, at its discretion, require the submittal of a survey questionnaire from any nondomestic user. Upon request by the city, a zero discharge industrial user shall submit an survey questionnaire to the city to include the means by which the zero discharge industrial user will manage non-domestic waste without discharge to the POTW. The survey questionnaire must be certified in accordance with section (n)(12) below and signed by an authorized representative of the user. In its discretion, the city may issue a permit to a zero discharge industrial user. If a permit is not issued to a zero discharge industrial user, the city may require an annual statement and documentation to demonstrate that the zero discharge industrial user is managing non-domestic waste without discharge to the POTW. If required, this annual statement must be certified in accordance with section (n)(12) below and signed by an authorized representative of the user.

(n) Reporting. Sewer users that become subject to new or revised categorical pretreatment standards are required to comply with the following requirements.

(1) Baseline Monitoring Reports

(i) Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under S.C. Reg. 61-9.403.6(a)(4), whichever is later, existing categorical industrial users currently discharging to or scheduled to discharge to the POTW shall submit to the control authority a report which contains the information listed in paragraph ii, below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical industrial users subsequent to the promulgation of an applicable categorical standard, shall submit to the control authority a report which contains the information listed in paragraph (ii), below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

(ii) Industrial users described above shall submit the information set forth below.

1. Identifying information. The user shall submit the name and address of the facility including the name of the operator and owners;
2. Permits. The user shall submit a list of any environmental control permits held by or for the facility;
3. Description of operations. The user shall submit a brief description of the nature, average rate of production, and Standard Industrial Classification of the operations(s) carried out by such industrial user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.
4. Flow measurement. The user shall submit information showing the measured average daily and maximum daily flow, in gallons per day, to the control authority from each of the following:

- a. Regulated process streams; and
- b. Other streams as necessary to allow use of the combined wastewater formula of S.C. Reg. 61-9.403.6(e).

5. Measurement of pollutants.
 - a. The user shall identify the pretreatment standards applicable to each regulated process.
 - b. In addition, the user shall submit the results of sampling and analysis identifying the nature and concentration (or mass, where required by the standard or control authority) of regulated pollutants in the discharge from each of the user's regulated processes. Both daily maximum and average concentration (for mass, where required) shall be reported. The sample shall be representative of daily operations. In cases where the standard requires compliance with a best management practice or pollution prevention alternative, the user shall submit documentation as required by the control authority or the applicable standards to determine compliance;

- c. A minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics. For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques where feasible. The control authority may waive flow-proportional composite sampling techniques for any industrial user that demonstrates that flow-proportional sampling is infeasible. In such cases, samples may be obtained through time-proportional composite sampling techniques or through a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged.

- d. The user shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.

- e. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the industrial user should measure the flows and concentrations necessary to allow use of the combined wastestream formula of S.C. Reg. 61-9.403.6(e) in order to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with S.C. Reg. 61-9.403.6(e) this adjusted limit along with supporting data shall be submitted to the control authority;

- f. Sampling and analysis shall be performed in accordance with the techniques prescribed in 40 CFR part 136 and amendments thereto. Where 40 CFR part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical methods procedures, including procedures suggested by the control authority or other parties;

- g. The control authority may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;

- h. The baseline report shall indicate the time, date and place of sampling, and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharge to the POTW.

6. Compliance Schedule. If additional pretreatment and/or operation and maintenance will be required to meet the pretreatment standards, the shortest schedule by which the industrial user will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard; and

7. Signature and Report Certifications. All baseline monitoring reports must be certified in accordance with this section (n)(12) below and signed by an Authorized Representative of the user. A compliance certification must be signed by an Authorized Representative of the user.

(2) Compliance Schedule Progress Reports. The following conditions shall apply to the compliance schedule required by section (1)(ii)(6) above:

(i) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the industrial user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

(ii) No increment referred to above shall exceed nine (9) months;

(iii) The user shall submit a progress report to the control authority no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the industrial user to return to the established schedule; and

(iv) In no event shall more than nine (9) months elapse between such progress reports to the control authority.

(3) Reports on Compliance with categorical pretreatment standard deadline. Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the control authority a report containing the information described in section (1)(ii)(1) through (7) above. All compliance reports must be signed and certified in accordance with section (n)(12) below. All sampling will be done in conformance with section (1)(ii)(5)(f) above.

(4) Periodic Compliance Reports

(i) All significant industrial users must, at a frequency determined by the control authority submit no less than twice per year (January and July) reports indicating the nature, concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the pretreatment standard requires compliance with a best management practice or pollution prevention alternative, the user must submit documentation required by the control authority or the pretreatment standard necessary to determine the compliance status of the user.

(ii) All periodic compliance reports must be signed and certified in accordance with section (n)(12) below.

(iii) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurements facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

(iv) If a user subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by control authority, the results of this monitoring shall be included in the report.

(5) Reports of Changed Conditions. Each user must notify the control authority of any significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least 30 days before the change.

(i) The control authority may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under section (b) above.

(ii) The control authority may issue an individual wastewater discharge permit or modify an existing wastewater discharge permit in response to changed conditions or anticipated changed conditions.

(6) Reports of Potential Problems

(i) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a slug discharge or slug load, that might cause potential problems for the POTW, the user shall immediately telephone and notify control authority in writing of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.

(ii) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph (i) above. Employers shall ensure that all employees, who could cause such a discharge to occur, are advised of the emergency notification procedure.

(iii) Significant industrial users are required to notify the control authority immediately of any changes at its facility affecting the potential for a slug discharge.

(7) Reports from Unpermitted Users. All users not required to obtain an individual wastewater discharge permit shall provide appropriate reports to the control authority in writing as the control authority may require.

(8) Analytical requirements. All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136

does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the control authority or other parties approved by EPA.

(9) **Sample Collection.** Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

(i) Except as indicated in Section 23-107, the user must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by control authority. Where time-proportional composite sampling or grab sampling is authorized by the control authority, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the control authority, as appropriate. In addition, grab samples may be required to show compliance with instantaneous standards.

(ii) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

(iii) For sampling required in support of baseline monitoring and 90-day compliance reports required by section (n)(1), (n)(2), and (n)(3) above, a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, control authority may authorize a lower minimum. For the reports required by section (n)(4) above, the industrial user is required to collect the number of grab samples necessary to assess and assure compliance by with applicable pretreatment standards and requirements.

(10) **Date of Receipt of Reports.** Written reports will be deemed to have been submitted on the date postmarked and deposited in a mail collection box or facility serviced by the United States Postal Service, postage prepaid. For reports, which are not mailed, postage prepaid, into a mail collection box or facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

(11) **Recordkeeping.** Users subject to the reporting requirements of this ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with best management practices. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or the control authority, or where the user has been specifically notified of a longer retention period by control authority.

(12) **Certification Statements.** The following certification statement is required to be signed and submitted by users submitting permit applications in accordance section (b); users submitting baseline monitoring reports under section (n)(1); users submitting reports on compliance with the categorical pretreatment standard deadlines under section (n)(3); and users submitting periodic compliance reports required by section (n)(4). The following certification statement must be signed by an Authorized Representative:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Sec. 23-150. - Discharge of hauled waste.

(a) Hauled waste shall be deposited at an approved location at the wastewater treatment plant. The following fees shall be paid ~~prior to~~ for the discharge of each load:

Gallons	Portable Toilet, Septic Tank and Grease Trap Wastes	Contaminated Groundwater
1—500	\$60.00	\$121.00
501—1,000	72.00	144.00
1,101—1,500	84.00	168.00
1,501—2,000	96.00	192.00
2,001—2,500	108.00	216.00
2,501—3,000	120.00	240.00
3,001—3,500	132.00	264.00
3,501 or more	\$12.00 per 500 gallons or any portion thereof over 3,500 gallons	\$24.00 per 500 gallons or any portion thereof over 3,500 gallons

- (b) Wastewater discharges having a stabilized pH lower than 6.0 or higher than 9.0 shall be subject to an additional pH adjustment charge or shall be prohibited as follows:

Less than 3.0Prohibited

From 3.0 to 4.9\$10.00

From 5.0 to 5.95.00

From 6.0 to 9.0No charge

From 9.1 to 10.05.00

From 10.1 to 12.010.00

Greater than 12.0Prohibited

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:

T. A. Knox

City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk



PO Box 147 | Columbia, SC 29217 | (803) 545-3300

To: Steven Benjamin, Mayor
City Council
Teresa Wilson, City Manager

Date: April 8, 2021

From:  Clint E. Shealy, Assistant City Manager

Re: Columbia City Council Agenda – April 20, 2021
Sewer Use Ordinance Revisions – Proposed Ordinance No. 2021-029

Columbia City Council will be considering the following revisions regarding the Sewer Use Ordinance at the Council meeting on April 20, 2021. Below are brief notes regarding each:

1. *Chapter 23, Article IV, Section 23-101*: This proposed revision adds the definition of a “zero discharge industrial user”. We need this new language to address a situation we are encountering from time to time among our industrial sewer dischargers.
2. *Chapter 23, Article IV, Section 23-102*: This proposed revision adds language back to the ordinance that was inadvertently deleted when revisions to the Sewer Use Ordinance were made in 2019. These provisions describe discharge prohibitions that are integral to our management of the Columbia Water wastewater system.
3. *Chapter 23, Article IV, Section 23-105 (m)*: This proposed revision describes how permitting will be handled for zero discharge industrial users.
4. *Chapter 23, Article IV, Section 23-105 (n) (10)*: This proposed revision addresses details associated with conveyance of reports and correspondence to Columbia Water via the mail system.
5. *Chapter 23, Article V, Section 23-150*: This proposed revision will allow administrative flexibility in collection of fees associated with hauled waste disposal at the Metro Wastewater Treatment Plant.

ColumbiaSCWater.Net



RESOLUTION NO.: R-2021-029

*Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for
The Contemporaries Popup Picnic on Boyd Plaza on Sunday, May 23, 2021*

WHEREAS, the Columbia Museum of Art ("CMA") is hosting the Contemporaries Popup Picnic on Boyd Plaza on Sunday, May 23, 2021 from 11:00 a.m. until 4:00 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 The Contemporaries Popup Picnic on Boyd Plaza from 10:00 a.m. until 5:00 p.m. for preparation and staging of the area for an outdoor event to be held between 11:00 a.m. until 4:00 p.m., and for patrons to consume beer and wine beverages only on Sunday, May 23, 2021 from 11:00 a.m. until 3:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. 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 shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
2. 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.
3. 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.
4. Organizer shall require all attendees of the event to adhere to all COVID-19 safety protocols to include but not be limited to wearing of face masks, social distancing and frequent washing of hands.
5. 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 should 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.
6. 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.
7. 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 contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.
8. At no cost to the City, Organizer shall be responsible for providing private security of no less than two (2) private security officers during the hours of 10:00 a.m. and 5:00 p.m.; and,

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 _____, 2021, 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 3:30 p.m. on Sunday, May 23, 2021.; 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 or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of courtyard/plaza area adjacent to the Museum, 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 courtyard/plaza area adjacent to the Museum, 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.

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 date for a date beyond one (1) week from the date originally scheduled, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST	3/12/21	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Caitlin Thomas cthomas@columbiamuseum.org 803-343-2208
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Contemporaries Popup Picnic on Boyd Plaza		
DATE(S) OF EVENTS:	5/23/21		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Boyd Plaza		
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	10:00 a.m.-5:00 p.m.		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	11:00 a.m. - 4:00 p.m.		
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.)*	11:00 a.m. - 3:30 p.m.		

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 545-3703; 413-8553; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net - resolution preparation
Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Loretta Coleman; 545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

Last revised: 11/01/2013



COVID-19 Event Safety Plan

Masks are required to gain admission or participate in the event in accordance with applicable state laws/ordinances.

Sanitizer stations will be placed throughout the event area and museum for the duration of the event. The CMA has adequate supplies for increased cleaning and disinfection for high traffic areas and bathrooms.

The CMA has a social distancing plan in place. The plan encourages individuals who are not part of the same household to stay at least 6 feet apart before, during, and after the event by addressing traffic flow, seating layout and/or availability of seating, and, if applicable, blocking off rows and/or sections.

Visible guidelines will be posted, such as decals/tape on floors, signs on walls, and/or stanchions with signs, to promote social distancing.

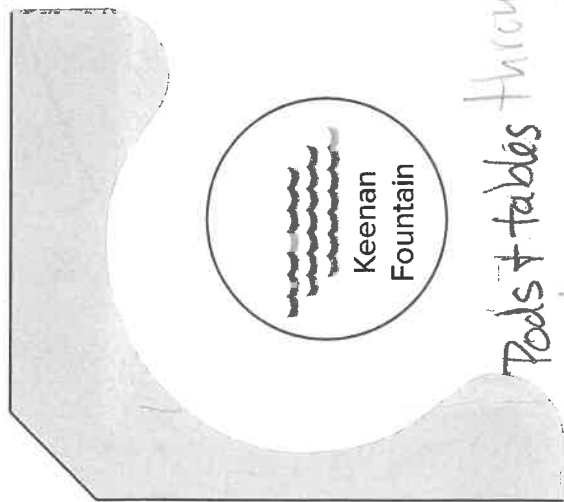
All outside event vendors will be fully informed of the CMA's COVID-19 safety protocols and agree to adhere to all protocols for the duration of the event.

Visible guidelines of COVID-19 safety protocols and event specific rules will be posted for attendees to see upon entry.

BOYD PLAZA

Hampton Street

CLOSED



Pods + tables throughout
plaza, separated by
six feet.

Main Street

The Grove

The Bandstand

Savitreev

The Pavilion

was

☐ Sign ☐

52916

2

127

Columbia Museum of Art

Pg. 4

- 110 person capacity
 - Sanitizer as you enter place + at each food + drink station.
 - Covid safety sign visible, promoting distancing + masking.
 - Mask wearing required while not seated.
- TD Bank
- socially distancing lines

TD Bank

- socially distanced lines

RESOLUTION NO.: R-2021-043

Approving the Honorary Naming of the Lyon Street Community Garden on Gervais Street to the "Marvin Heller Community Garden"

WHEREAS, Marvin Anthony Heller was born in Columbia, South Carolina and raised on McDuffie Street in the Lyon Street Community. He graduated from A.C. Flora High School in 1975 and earned a Bachelor of Arts in Political Science and Master's in Public Health Administration from the University of South Carolina in 1978; and,

WHEREAS, Mr. Heller carried on the family legacy as a paint contractor, worked for Will Lou Gray Opportunity School where he mentored young people that showed an interest in painting; and,

WHEREAS, Mr. Heller worked tirelessly to create spaces for community members to meet and spend time together including St. Anna's Park and the Community Garden. He was always there to support community members whether it be welcoming new neighbors or bringing flowers when a neighbor passed; and,

WHEREAS, Mr. Heller was a strong community activist dedicated to uplifting the Lyon Street community as well as neighboring communities and the City of Columbia. He was instrumental in the revitalization of Gonzales Garden, traffic calming improvements along Millwood Avenue, the creation of the Lyon Street Community Garden and opening of the Edgewood Public Library; and,

WHEREAS, Mr. Heller served as President of the Lyon Street Community Association, the Richland County Sheriff's Citizens Advisory Board and the City of Columbia Community Development Citizens Advisory Board; NOW, THEREFORE,

BE IT RESOLVED this ____ day of _____, 2021, that the Mayor and City Council of the City of Columbia hereby approve the honorary naming of the Lyon Street Community Garden to the "Marvin Heller Community Garden." The design and color of the honorary signs shall be subject to the approval of the Director of Parks and Recreation.

Requested by:

Councilmember McDowell _____

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

APPLICATION



HONORARY STREET/FACILITY AND SITE RENAMING

1. Name of individual or organization to be honored:

Marvin Heller

2. Name of street, facility or site proposed for designation:

Please list the intersecting street. No more than two signs are permitted per designation.

Community Garden on Gettysburg

3. Attach sheet describing the significant contribution(s) this individual or organization has made in the community:

4. Location, date and time of unveiling ceremony:

May 1, 2021 12:30 P.M.

5. Council Member Sponsor:

Name Ed McQuinn

FOR STAFF USE:

Council Member Sponsor: ☐ Approved ☐ Rejected

Public Works: ☐ Approved ☐ Rejected

Review Type: ☐ Staff ☐ Council _____ Council Date

Rev: November 2017

APPLICATION



HONORARY STREET/FACILITY AND SITE RENAMING

Please see submission checklist for materials necessary for application

SUBMISSION MATERIALS MUST ACCOMPANY APPLICATION

Application form and materials are **DUE AT 4:00 p.m.** thirty (30) days prior to ceremony.

Is the designation: ☐ Street naming
☒ Facility and site naming

Checklist: ☐ Application
☐ Council Member Sponsor
☐ Letter(s) of Support

Howard E. Jewell Jr.
 Applicant Signature*

howard.jewell@columbiasc.gov
 E-mail Address

Howard E. Jewell Jr.
 Print Name

1829 Senate St. Apt 1C 29201
 Mailing Address

803 238 6875
 Phone Number

4/7/21
 Date

Check and initial each box in this section acknowledging application requirements.

☒ 1/20/21 Signage wording cannot exceed twenty-six characters

☒ 1/20/21 Any changes to initial request must be made no more than 20 days prior to ceremony

☒ 1/20/21 Signage wording and resolution will be finalized 15 days prior to ceremony

☒ 1/20/21 Applicant must provide letter(s) of support from neighborhood association, institution or business(s) impacted by the proposed renaming street, facility or site

Rev: November 2017



yon Street Community Association

April 14, 2021

Subject: Marvin Heller Community Garden Dedication

Dear Columbia City Council Members,

The Lyon Street Community Association endorses the renaming of the Lyon Street Community Garden as the Marvin Heller Community Garden. This motion was voted on and unanimously passed at our meeting on February 9, 2021.

Marvin Heller was a lifelong resident of the Lyon Street Community and Columbia, South Carolina. He attended elementary school on Liberty Hill Avenue where our neighborhood still gathers for meetings and events.

Marvin worked tirelessly to better the Lyon Street Community. In the 1990s, He worked with city leaders to ensure the safety of the neighborhood during the crack cocaine epidemic. Later, he collaborated with the city and Columbia Housing Authority to remove the Gonzalez Gardens housing units and rebuild safe, affordable housing.

Marvin was an advocate and community builder. He always stood up for what was best for the community. He secured many grants for the neighborhood to restore St. Anna's Park with play equipment and restructure the community garden with the city's first tunnel house, enabling year-round gardening. He knew how to foster connections and work together to accomplish the goals of the neighborhood.

The community garden was always a place to meet and chat with Marvin. Neighbors could find him in the tunnel house or sitting in a chair under one of the newly planted trees. He waved as neighbors drove by and brought volunteers together to fill boxes and plant vegetables. The garden Marvin envisioned was a place to gather and learn.

We endorse the renaming of the garden to preserve Marvin Heller's legacy and vision. It exists to remind neighbors that there is nothing that cannot be accomplished with hard work, persistence, and a love of community.

Sincerely,

Eleanor Davis
Acting President, Lyon Street Community Association

RESOLUTION NO.: R-2021-048

Approving the Honorary Naming of the southeastern corner of the intersection of Colonial Drive and Standish Street "Bill Shives Way"

WHEREAS, William W. "Bill" Shives was born and raised in Lincolnton, North Carolina; and,

WHEREAS, Mr. Shives grew up working with a friend and his parents at Warlick Funeral Home in Lincolnton, North Carolina. He was drafted into the United States Army while attending the University of North Carolina at Chapel Hill, and went through basic training at Fort Jackson in Columbia, South Carolina. After the Korean Conflict, Mr. Shives attended and graduated from the Cincinnati College of Mortuary Science and moved to Columbia to attend the University of South Carolina where he received a Bachelor of Science Degree in Business Administration; and,

WHEREAS, in 1967, Mr. Shives purchased Talbert Funeral Home and operated it as Talbert Shives Funeral Home until his retirement in 1999; and,

WHEREAS, Mr. Shives is known for always giving his full attention to everyone he assisted and treating them with the upmost respect, making a difficult experience easier on families; and,

WHEREAS, Mr. Shives is a member of Trinity United Methodist Church and has served on the South Carolina Board of Funeral Service, the Transplantation Committee of the American Red Cross for the Southeastern United States, Washington Street United Methodist Church Administration Board, the advisory board of Transport for Christ, member of Blythewood Rotary Club, The Colonel Thomas Taylor Chapter of the Sons of the American Revolution, and The American Legion Post #6; NOW, THEREFORE,

BE IT RESOLVED this ____ day of _____, 2021, that the Mayor and City Council of the City of Columbia hereby approve the honorary naming of the southeastern corner of the intersection of Colonial Drive and Standish Street "Bill Shives Way." The design and color of the honorary signs shall be subject to the approval of the Director of Public Works.

Requested by:

Mayor Benjamin

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:

T. A. Knox

City Attorney

City Clerk

Introduced:
Final Reading:

Bill Shives Way

RESOLUTION NO.: R-2021-026

*Supporting the Housing Authority of the City of Columbia engaging
in the Marion Street High Rise Disposition Project*

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2021, that the City hereby supports the Housing Authority of the City of Columbia, South Carolina engaging in the disposition of the Marion Street High Rise project as may be permitted by HUD; authorizes the City Manager to sign the attached letter of support, or on a form approved by the City Attorney; and, this resolution is adopted to meet the requirements of S.C. Code §31-3-500(B)(1) and (3).

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T.A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

April 6, 2021

Ms. Ivory N. Mathews
Chief Executive Officer
Housing Authority of the City of Columbia, SC
1917 Harden Street
Columbia, SC 29204
Via E-mail: lmathews@columbiahousing.org

RE: Disposition of Marion Street High Rise

Dear Ivory:

This letter is to provide support from the City of Columbia to dispose of the Marion Street High Rise.

The City of Columbia appreciates the efforts that have been undertaken by the Housing Authority to analyze and assess the current conditions of the property. We understand your plans to dispose of the property based on the failure of the major building systems in the property.

The loss of any affordable housing in our community is always a concern but we are pleased with the plans of the Housing Authority to replace all of the units from Marion Street with Project Based Vouchers at another location. We understand that current residents will be relocated with tenant protection vouchers and will have a preference to move to the new property when construction is completed.

We look forward to our continued partnership in working to improve and expand affordable housing in our community.

Sincerely,

Teresa B. Wilson
City Manager

RESOLUTION NO.: R-2021-037

Certifying Building Site as a Textile Mill Site Pursuant to the South Carolina Textiles Communities Revitalization Act, Title 12, Chapter 65, Section 12-65-10 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 3452 North Main Street, Richland County TMS # R09112-07-01

WHEREAS, the South Carolina Textiles Communities Revitalization Act (the "Act") was enacted in Title 12, Chapter 65 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned textile mill sites located in South Carolina; and,

WHEREAS, the Act provides that restoration of abandoned textile mill sites into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and,

WHEREAS, Section 12-65-20 of the Act provides the following definitions (in pertinent part):

(1) "Abandoned" means that at least eighty percent of the textile mill has been closed continuously to business or otherwise nonoperational as a textile mill for a period of at least one year immediately preceding the date on which the taxpayer files a "Notice of Intent to Rehabilitate". For purposes of this item, a textile mill site that otherwise qualifies as abandoned may be subdivided into separate parcels, which parcels may be owned by the same taxpayer or different taxpayers, and each parcel is deemed to be a textile mill site for purposes of determining whether each subdivided parcel is considered to be abandoned.

(3) "Textile mill" means a facility or facilities that were initially used for textile manufacturing, dying, or finishing operations and for ancillary uses to those operations.

(4)(a) "Textile mill site" means the textile mill together with the land and other improvements on it which were used directly for textile manufacturing operations or ancillary uses. However, the area of the site is limited to the land located within the boundaries where the textile manufacturing, dying, or finishing facility structure is located and does not include land located outside the boundaries of the structure or devoted to ancillary uses.

(b) Notwithstanding the provisions of item (4)(a), with respect to (i) any site acquired by a taxpayer before January 1, 2008, (ii) a site located on the Catawba River near Interstate 77, or (iii) a site which, on the date the notice of intent to rehabilitate is filed, is located in a distressed area of a county in this State, as designated by the applicable council of government, "textile mill site" means the textile mill structure, together with all land and improvements which were used directly for textile manufacturing operations or ancillary uses, or were located on the same parcel or a contiguous parcel within one thousand feet of any textile mill structure or ancillary uses. For purposes of this subitem, "contiguous parcel" means any separate tax parcel sharing a common boundary with an adjacent parcel or separated only by a private or public road.

WHEREAS, GSM of North Main LLC and certain of its affiliates, (the "Owner") is the developer and owner of that certain real property located at 3452 North Main Street, which property is further identified on the Richland County Tax Maps as TMS No. R09112-07-01; and,

WHEREAS, the property is being redeveloped for use in a manner that qualifies for South Carolina income tax credits under the Act, and,

WHEREAS, the Property is located within the city limits of Columbia, South Carolina; and,

DRAFT

Attachment: R-2021-037 certify 3452 North Main Street as a textile mill site (6583 : Resolution No.: R-2021-037 Certifying 3452 North Main as a

WHEREAS, the Owner has requested that the City certify the Property as a textile mill site under the Act defined by Section 12-65-60; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2021, that the City of Columbia makes the following certifications under the South Carolina Textiles Communities Revitalization Act (S.C. Code Section 12-65-10, et seq.):

Section 1. The Property was a textile mill as defined in SC Code Section 12-65-20(3); and

Section 2. The Property has been abandoned as defined in SC Code Section 12-65-20(1); and

Section 3. The geographic area of the Property is consistent with the definition of a textile mill site, as defined in SC Code Section 12-65-20(4)

BE IT FUTHER RESOLVED that words used in the singular number include the plural, and words used in the plural number include the singular.

Requested by:

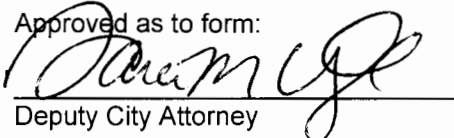
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

ATTEST:

City Clerk

Introduced:

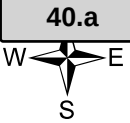
Final Reading:

DRAFT

Attachment: R-2021-037 certify 3452 North Main Street as a textile mill site (6583 : Resolution No.: R-2021-037 Certifying 3452 North Main as a

City of Columbia

3452 North Main Street



Tuesday, March 23, 2021



CITY OF COLUMBIA GIS DATA DISCLAIMER

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



Packet Pg. 490

Attachment: R-2021-037 certify 3452 North Main Street as a textile mill site (6583 : Resolution No.: R-



HISTORIC PRESERVATION CERTIFICATION APPLICATION PART 1 – EVALUATION OF SIGNIFICANCE



Instructions: This page must bear the applicant's original signature and must be dated. The National Park Service certification decision is based on the descriptions in this application form. In the event of any discrepancy between the application form and other, supplementary material submitted with it (such as architectural plans, drawings and specifications), the application form takes precedence. A copy of this form will be provided to the Internal Revenue Service.

NPS Project Number

1. Property Name Stone Manufacturing Plant

Street 3452 North Main Street

City Columbia County Richland State SC Zip 29203

Name of Historic District _____

☐ National Register district ☐ certified state or local district ☐ potential district

2. Nature of Request (check only one box)

- ☐ certification that the building contributes to the significance of the above-named historic district or National Register property for rehabilitation purposes.
☐ certification that the building contributes to the significance of the above-named historic district for a charitable contribution for conservation purposes.
☐ certification that the building does not contribute to the significance of the above-named district.
☒ preliminary determination for individual listing in the National Register.
☐ preliminary determination that a building located within a potential historic district contributes to the significance of the district.
☐ preliminary determination that a building outside the period or area of significance contributes to the significance of the district.

3. Project Contact (if different from applicant)

Name Janie Campbell Company Rogers Lewis Jackson Mann & Quinn, LLC

Street 1901 Main St. Suite 1200 City Columbia State SC

Zip 29201 Telephone (803) 978-1963 Email Address jcampbell@rogerslewis.com

4. Applicant

I hereby attest that the information I have provided is, to the best of my knowledge, correct. I further attest that [check one or both boxes, as applicable]:

- ☒ I am the owner of the above-described property within the meaning of "owner" set forth in 36 CFR § 67.2 (2011), and/or
☐ if I am not the fee simple owner of the above described property, the fee simple owner is aware of the action I am taking relative to this application and has no objection, as noted in a written statement from the owner, a copy of which (i) either is attached to this application form and incorporated herein, or has been previously submitted, and (ii) meets the requirements of 36 CFR § 67.3(a)(1) (2011).

For purposes of this attestation, the singular shall include the plural wherever appropriate. I understand that knowing and willful falsification of factual representations in this application may subject me to fines and imprisonment under 18 U.S.C. § 1001, which, under certain circumstances, provides for imprisonment of up to 8 years.

Name Scott Middleton Signature (Sign in ink) _____ Date _____

Applicant Entity GSM of North Main, LLC SSN _____ or TIN _____

Street 1624 Main Street City Columbia State SC

Zip 29201 Telephone (803) 730-9495 Email Address smiddleton@ltchs.com

NPS Official Use Only

The National Park Service has reviewed the Historic Preservation Certification Application – Part 1 for the above-named property and has determined that the property:

- ☐ contributes to the significance of the above-named district or National Register property and is a "certified historic structure" for rehabilitation purposes.
☐ contributes to the significance of the above-named district and is a "certified historic structure" for a charitable contribution for conservation purposes.
☐ does not contribute to the significance of the above-named district.

Preliminary Determinations:

- ☐ appears to meet the National Register Criteria for Evaluation and will likely be listed in the National Register of Historic Places if nominated by the State Historic Preservation Officer according to the procedures set forth in 36 CFR Part 60.
☐ does not appear to meet the National Register Criteria for Evaluation and will likely not be listed in the National Register.
☐ appears to contribute to the significance of a potential historic district, which will likely be listed in the National Register of Historic Places if nominated by the State Historic Preservation Officer.
☐ appears to contribute to the significance of a registered historic district if the period or area of significance as documented in the National Register nomination or district documentation on file with the NPS is expanded by the State Historic Preservation Officer.
☐ does not appear to qualify as a certified historic structure.

Date _____ National Park Service Authorized Signature (Sign in ink) _____

☐ NPS Comments Attached

RECORDS RETENTION - PERMANENT. Transfer all permanent records to NARA 15 years after closure. (NPS Records Schedule, Resource Management and Lands (Item 1.A.2) (N1-79-08-1)).

**HISTORIC PRESERVATION CERTIFICATION APPLICATION
PART 1 – EVALUATION OF SIGNIFICANCE**

Property Name Stone Manufacturing Plant NPS Project Number _____
 Property Address 3452 North Main Street Columbia Richland SC 29203

5. Description of Physical Appearance

The Stone Manufacturing Plant is a one-story masonry and concrete block construction garment manufacturing facility in Columbia, South Carolina. The west façade still retains portions of its 1948 appearance at the center and is now flanked by one-story, flat roof additions, which date to 1960. These wings are devoid of openings on this elevation. The façade features a white, raised brick veneer laid in a Flemish bond pattern, which appears to have changed colors multiple times throughout its use. The circa 1950 photograph of the building shows a whitewashed brick appearance while a 1967 image by Russell Maxey features a brown finish. It appears that the façade received the raised brick veneer when the two one-story office additions were completed in 1960. The 1948 section of the façade is seven bays wide with a stepped parapet. Three window openings flank a central double door entrance and is the only visible portion of the original building. The windows have been replaced but maintain their original locations. The outer two are currently direct-set plate glass windows but were historically four-over-four double hung windows. The two windows that immediately flank the double doors are two-light windows although historically there were three-light. Vent grilles are situated beneath each of the window openings. It is unclear if these are original as historic images obscure this area of the façade. The front door location is original, although it was formerly recessed and is currently flush with the exterior wall. The front stair has evolved the most over the years. The circa 1950 photograph shows a straight-run concrete stair leading from the sidewalk to the recessed entrance. By 1967, the stair had become an imperial stair, which was removed in 2018 to relocate the North Main Street sidewalk.

The south elevation is nineteen bays long. Moving west to east, the first six bays encompass the 1960 addition and are comprised of the same raised brick veneer. The remaining thirteen bays date to the 1950 addition and are composed of concrete block. Downspouts with conductor boxes separate each bay on the 1960 portion while pilasters separate the bays of the 1950 concrete section of the elevation. The elevation features three sets of double doors as well as two loading docks for trucks. These doors are located in the second, seventh, and thirteenth bays of the elevation. Each set of doors features a concrete stair with metal handrails leading from the building down to the parking lot as well as an awning. The awnings on bays two and seven are flat while the thirteenth bay doors are covered by a domed awning. The fifteenth and sixteenth bays feature garage-style loading dock doors. The third, ninth, and twelfth bays have square, louvred vents at varying heights. A number of bays on the 1950 portion of this elevation demonstrate scarring of former windows.

The east elevation faces Phillips Street and is the most varied of the elevations. The southeast corner is comprised of the 1950 addition which features a stepped parapet with two large vent fans at its center. A projecting four bay loading dock with three garage doors and a pedestrian door, which features a concrete stair to the asphalt, south of them. The garage doors are raised above ground level to serve as loading docks for trucks, and the loading dock is not centered on the east elevation of the 1950 addition. North of these bays is a projecting, concrete block, rectangular wing that serves as an electrical room and dates to the 1970s. It features a decorative concrete block "x"-shaped latticework parapet screen wall. The south elevation of the electrical room has a white door and numerous pipes leaving from the wall, while the east elevation of this room has a set of metal double doors. Heading north along the building's east elevation is another projecting addition, although this one is much larger, constructed of corrugated metal, and has a low-pitch gable roof. This addition dates to the 1970s and is the only two-story portion of the manufacturing plant. Its south elevation has four bays of loading docks and a small stair leading to a pedestrian doorway to the left of these garage doors. A flat, corrugated metal awning covers these openings. All loading docks at the east end of the building are accessible by a paved driveway and parking lot. The east elevation of the two-story corrugated metal addition lacks openings and terminates near the intersection of Phillips Street and Avondale Drive.

The north elevation is twenty-one bays long, composed primarily of concrete block construction,

**HISTORIC PRESERVATION CERTIFICATION APPLICATION
PART 1 – EVALUATION OF SIGNIFICANCE**

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although the eastern two bays are encompassed by the two-story corrugated metal addition. The remaining portion of the elevation mimics the south elevation in design, with thirteen bays of concrete block and six bays of brick veneer at the west end. Pilasters separate each bay of the concrete block portion while downspouts divide the brick veneer. Similar to the south elevation, many of the concrete block bays feature brick in-fill in previous window openings. The seventh bay from the east contains a set of double doors, and the fifteenth bay has a flat, metal covered awning over a set of double doors that have been boarded with plywood. These doors are situated lower than the surrounding landscape, and they require a small concrete staircase to access them, which is extant. The final two bays at the west end of the elevation each have a single door. The twentieth bay features a glass and aluminum frame storefront door, which is flanked by sidelights and covered by a flat, concrete awning, while the twenty-first bay features a hollow metal door which is situated behind a chain link fence.

Interior

The building's original design is still largely intact in the interior. The original 1946 portion and two later addition wings, 1949 and 1950, are open manufacturing spaces separated by steel columns. The flooring is concrete, and the walls are largely exposed concrete block, reflecting the industrial nature of the building, although partition walls have been added near the front of the building to create additional office space. However, these walls are demountable and have not damaged the integrity of the building. The barrel roof framing, which is wooden, is present and in fair condition while the flat roofs of the two 1960 wings are in poor condition. The barrel sections are supported by wooden diagonal braces and exposed steel trusses. Exposed electrical and mechanical ductwork is present throughout the interior, suspended from the trusses and roofing. Large clerestory windows on the west end of the building, where the barrel roof meets the lower level flat roof, providing light to the manufacturing space. The front, or west, section of the building features subdivided office space. These spaces, which are connected through a series of corridors, feature dropped acoustical tile ceilings, wood veneer paneling, and linoleum tile flooring in some areas while other sections, such as near the front entrance, feature plaster and sheet rock walls, carpet flooring, and acoustical ceiling tiles. These spaces are largely in poor condition.

Date(s) of building(s) 1946-47 Date(s) of alteration(s) 1949, 1950, 1960, c.1970s
 Has building been moved? ☒ No ☐ Yes, specify date _____

6. Statement of Significance

The Stone Manufacturing Company is a locally significant example of postwar industrialization in Columbia, South Carolina. Located at 3452 North Main Street, the building represents the rise of a small, South Carolina business to an international manufacturer in the postwar period. Beginning as a small, five-person operation in Greenville in 1933, Stone Manufacturing expanded rapidly across the state, beginning in Columbia and eventually adding ten additional plants in the southeast. Mr. and Mrs. Stone were integral to the development of the mid-twentieth century garment industry and its success in South Carolina and eventually, internationally. Its presence reflects the industrial growth of Columbia in the immediate postwar period and the rapid success the company experienced. The Columbia plant was the first expansion and was outside of the company's headquarters in Greenville. When Stone purchased the 33,000 square foot warehouse on North Main Street in 1948, the company immediately outgrew it and added two wings within two years, 1949 and 1950. It was during this rapid growth that the Columbia plant became the largest manufacturer of men's and boys' underwear in the world. By 1960, Stone added to the building again, this time for additional office space as well as a paved parking lot for the over 600 employees of the plant.

This building represents the transformation of southern industry in Columbia which was likely tied to the city's Industrial Service Bureau. This entity aimed at attracting new industry to the

Attachment: R-2021-037 certify 3452 North Main Street as a textile mill site (6583 : Resolution No.: R-2021-037 Certifying 3452 North Main as a

HISTORIC PRESERVATION CERTIFICATION APPLICATION PART 1 – EVALUATION OF SIGNIFICANCE

Property Name Stone Manufacturing Plant NPS Project Number _____
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capital city. Established in 1946, the Industrial Service Bureau, along with the Columbia Chamber of Commerce, launched an aggressive advertising campaign to attract industry to Columbia and Richland County, highlighting their advantages as an industrial center, such as geographic location and large stores of raw materials. Within the first four years, the Industrial Service Bureau's campaign proved successful as industry in Columbia increased dramatically and became more diversified. A report to the bureau in 1950 cited the addition of over 2,000 new jobs and \$3,460,000 in annual payroll since the campaign to attract industry launched in July 1946. As a recruited business, Stone Manufacturing was one of the many companies enticed to Columbia along with other garment companies like Capital City Manufacturing in the Vista and Her Majesty Underwear company in West Columbia as well as the Russell Manufacturing Company (West Columbia), White Rock Manufacturing Company (White Rock), and Columbia Products Company (Northeast Columbia).

By the early 1960s, the company was still adding new lines of apparel, creating an inventory of more than six million seasonal garments, the largest known in the United States, demonstrating the company's sustained growth. The company used government contracts to vastly bolstered its production and revenue, such as the 1967 \$1.6 million Department of Defense contract awarded to the Columbia plant, in the midst of Vietnam, for the production of nearly four million pairs of men's cotton shorts, demonstrating that the company's relationship with the government was fruitful. By 1969, Stone began purchasing materials produced overseas instead of domestically produced products, as they became too expensive to purchase. This decision allowed Stone to operate twelve plants throughout the Carolinas and Georgia until 1991 when Stone moved its production overseas. Stone Manufacturing remained in this building until 2000.

Beginning as a small operation in Greenville, the Stone Manufacturing Company grew to be one of the largest garment manufacturers in the world, with Columbia as its first plant outside of Greenville and the company's second in command. The Columbia plant is an excellent example of the industrialization of Columbia during the postwar period and its transition to a global stage. The building evolved as the company prospered, eventually becoming the largest manufacturer of men's and boys' underwear in the world. The company ties into both Columbia and South Carolina's earlier textile industry and its shift to garment production with synthetic fibers. It is a testament to the progression of Columbia's textile-based manufacturing throughout the twentieth century.

7. Photographs and Maps. Send photographs and map with application.

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HISTORIC PRESERVATION CERTIFICATION APPLICATION PART 1 – EVALUATION OF SIGNIFICANCE

NOTICES

Privacy Act Statement

Authority: 26 U.S. Code § 47 - Rehabilitation credit; 26 U.S. Code § 170 - Charitable, etc., contributions and gifts.

Purpose: To enable the Secretary of the Interior to evaluate the historic significance of structures and whether the rehabilitation of such structures preserves their historic character. The primary use of this information by the Secretary of the Interior will be to certify to the Secretary of the Treasury that the applicant is eligible for Federal tax incentives for historic preservation. This application is used by the Internal Revenue Service to confirm that applicants for the tax incentives have obtained the certification concerning historic structures and historic rehabilitations that are required by law.

Routine uses: The information will be used by the National Park Service and the State Historic Preservation Offices and disclosed to the Internal Revenue Service to determine if the applicant is eligible for Federal tax incentives.

Disclosure: Voluntary, however, failure to provide the requested information may prevent or impede you from receiving consideration for the requested benefit.

Information Regarding Disclosure of Your Social Security Number Under Public Law 93-579 Section 7(b): Your Social Security Number (SSN) is needed to identify records unique to you. Applicants are required to provide their social security or taxpayer identification number for activities subject to collection of fees and charges by the National Park Service. Failure to disclose your SSN may prevent or delay the processing of your application. The authority for soliciting your SSN is 31 U.S.C. 7701. The information gathered through the use of the SSN will be used only as necessary for processing this application and collecting and reporting any delinquent financial obligations. Use of the SSN will be carried out in accordance with established regulations and published notices of system of records.

Paperwork Reduction Act Statement

We are collecting this information subject to the Paperwork Reduction Act (44 U.S.C. 3501) through the State Historic Preservation Offices to enable the Secretary of the Interior to evaluate the historic significance of structures located in historic districts, and to evaluate the rehabilitation of such structures. The primary use of this information by the Secretary of the Interior will be to certify to the Secretary of the Treasury that the applicant is eligible for Federal tax incentives, or that the applicant is not eligible for such incentives. This application is used by the Internal Revenue Service to confirm that applicants for the tax incentives have obtained the certification concerning historic structures and rehabilitations that are required by law. All applicable parts of the form must be completed in order to receive consideration for the requested benefit. A Federal agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. OMB has approved this collection and assigned it control number 1024-0009.

Estimated Burden Statement

Public reporting burden for this form is estimated to average 27 hours per response including the time it takes to read, gather and maintain data, review instructions and complete the form. Direct comments regarding this burden estimate, or any aspects of this form, to the Information Collection Clearance Officer, National Park Service, 12201 Sunrise Valley Drive, Mail Stop 242, Reston, VA 20192. Please do not send your form to this address.

THIS PAGE DOES NOT NEED TO BE PRINTED FOR APPLICATION - FOR APPLICANT RECORDS ONLY.

Attachment: R-2021-037 certify 3452 North Main Street as a textile mill site (6583 : Resolution No.: R-2021-037 Certifying 3452 North Main as a

RESOLUTION NO.: R-2021-039

Authorizing the City Manager to execute an Agreement of Sale and Purchase between the City of Columbia and Dominion Energy South Carolina, Inc. for the purchase of approximately 2.24 acres known as 3000 Harden Street, Richland County TMS #11502-02-01 and approximately 3.144 acres known as 1213 Flora Street, Richland County IMS #11301-04-06 and 11301-04-24

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2021, that the City Manager is hereby authorized to execute the attached Agreement of Sale and Purchase and any documents necessary and approved by the City Attorney, between the City of Columbia and Dominion Energy South Carolina, Inc. to consummate the purchase of approximately 2.24 acres known as 3000 Harden Street, Richland County TMS #11502-02-01 and approximately 3.144 acres known as 1213 Flora Street, Richland County TMS #11301-04-06 and 11301-04-24 for the sum of Two Million Nine Hundred Thirty Thousand and 00/100 Dollars (\$2,930,000.00) Dollars.

(Funding Source: 3000 Harden Street - General Fund/IPRB; Flora Street - Water/Sewer Fund)

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA	)	
	)	AGREEMENT OF SALE
COUNTY OF RICHLAND	)	AND PURCHASE

THIS AGREEMENT is made as of the Effective Date as defined herein, between Dominion Energy South Carolina, Inc., a South Carolina corporation ("DESC"), and The City of Columbia, ("Buyer"). DESC and Buyer may be individually referred to herein as "Party" or jointly as the "Parties."

1. OFFER. For and in consideration of mutual promises and obligations specified herein, Buyer agrees to buy, and DESC agrees to sell, the within-described Property, subject to the terms and conditions hereinafter set forth.
2. DESCRIPTION: Said Property is situated in the town of Columbia, in the County of Richland, State of South Carolina (collectively, the "Property") and is described as follows:

2.1. Parcel 1 (3000 Harden Street):

All that certain piece, parcel or tract of land, located in the County of Richland, State of South Carolina, containing approximately 2.24 acres, more or less, together with all improvements thereon including but not limited to an approximately 5,546 SF +/- building, and all furniture, fixtures, equipment and personal property of DESC thereon that is not a component of DESC's confidential customer data or critical security infrastructure, and having an address of 3000 Harden Street, and tax map number 11502-02-01.

2.2. Parcel 2 (1213 Flora Street):

All that certain piece, parcel or tract of land, located in the County of Richland, State of South Carolina, containing approximately 3.15 acres, more or less, together with all improvements thereon including but not limited to an approximately 7,355 SF +/- building, and all furniture, fixtures, equipment and personal property of DESC thereon that is not a component of DESC's confidential customer data or critical security infrastructure, and having an address of 1213 Flora Street, and tax map number 11301-04-06 and tax map number 11301-04-24 (and all land between said tax map parcels), said property being generally shown on Exhibit B attached hereto and incorporated herein.

3. TITLE. This conveyance shall be made subject to any and all existing reservations, easements, encroachments, restrictions, covenants, zoning, governmental regulations, land use regulations, covenants of record, and rights-of-way, which may affect the Property or as may be revealed by an inspection of the Property and/or as shown on current plats of the Property to be obtained by the Buyer, except those objected to by Buyer as provided in this Agreement. DESC agrees to convey clear and marketable title and to deliver a limited warranty deed, together with any easements appurtenant to the Property or otherwise described as a portion of the Property, for ingress, egress and subject to utilities as may be reasonably necessary, in proper

form for recording free and clear of liens and encumbrances except as herein stated. The legal descriptions to be contained in the deed of conveyance shall be those set forth in the deed (s) by which DESC acquired the Property, as modified by subsequent conveyances or acquisitions related thereto. This conveyance shall further be subject to reserved easements to DESC, its successors and assigns (the "DESC Reserved Easements"), including the right of ingress, egress and access in, to, over, across and out of the above described Property for purpose of now existing utility lines, said easements to be (a) delineated by DESC within twenty (20) days after the Effective Date, (b) in accordance with DESC's standard easement terms and conditions and reasonably acceptable (both as to location and terms) to the Buyer, (c) shown on the Survey, and (d) reserved in the Deed(s) (as hereinafter defined).

4. PURCHASE PRICE. The purchase price for the Property (the "Purchase Price") is Two Million Nine Hundred Thirty Thousand and 00/100 Dollars (\$2,930,000.00), to be paid to DESC as follows: Fifty Thousand and 00/100 Dollars (\$50,000.00) as earnest money (the "Earnest Money") to be deposited in trust with DESC's Closing attorney, Gary C. Pennington, Esquire, c/o Pennington Law Firm, LLC, 2015 Boundary Street, Suite 223, South Carolina 29902 (the "Escrow Agent"), no later than thirty (30) days after the Effective Date of this Agreement. The Earnest Money shall be applicable to the Purchase Price at Closing and shall be held and disbursed as provided in this Agreement. The balance of the Purchase Price shall be due at Closing. The Purchase Price shall be allocated between the two parcels that comprise the Property as follows: \$1,200,000 to Parcel 1 and \$1,730,000 to Parcel 2.

5. INSPECTION PERIOD.

- 5.1. Buyer shall be entitled during the sixty (60) day period commencing on the Effective Date, as described hereinbelow, of this Agreement (the "Inspection Period") to enter onto the Property to make on-sight inspections and studies regarding the Property and to investigate, whether, in Buyer's sole discretion, the Property is suitable for Buyer's contemplated use, including but not limited to the examination of title resulting in a commitment for title insurance by a title insurance company, the making of inquiries into such matters as zoning, land use, the availability of necessary utilities, the physical characteristics, attributes and detriments of the Property itself, the absence of environmentally adverse conditions affecting the Property, the availability of licenses, including State, Federal, Board and local approvals, matters shown on the survey to be obtained, and such other matters as Buyer shall, in its sole discretion, determine relevant. During the Inspection Period, Buyer, its agents and contractors, shall have the right to enter upon the Property for the purpose of making such inspections as Buyer determines reasonably necessary to decide whether or not it wishes to purchase the Property in accordance with the terms of this Agreement. Buyer will advise DESC if environmental Phase II will be required. DESC's refusal to permit the required environmental assessments is grounds for termination of this Agreement. Buyer shall be responsible to repair any damage caused to the Property by Buyer or its agents or contractors during its inspections of the Property if Buyer should elect not to purchase the Property. If DESC requests, Buyer shall share any and all reports generated during the Inspection Period with DESC by forwarding a copy of same to Land Department Manager at the address in *Section 19 – Notices* below; provided, however, that Buyer makes no representation or warranty to DESC regarding such reports and does not provide any assurance to DESC as to

whether DESC is entitled to rely on such reports. If Buyer shall elect not to proceed with the purchase of the Property for any reason within its sole discretion, it shall notify DESC in writing in accordance with *Section 19 - Notices* of its intention on or before the expiration of the Inspection Period. Buyer's election not to proceed shall not be regarded as a "default" under *Section 16 - Default* hereof. Should Buyer decide to terminate the Agreement during the Inspection Period for any reason, all Earnest Money will be returned to Buyer and this Agreement will be null and void. In the event that Buyer does not duly render notice of its intention not to purchase the Property, it shall be deemed to have consented to the purchase of the Property in accordance with the terms of this Agreement; however BUYER WILL WAIVE THE RIGHT TO OBJECT TO ANY MATTER ACTUALLY KNOWN TO BUYER – INCLUDING MATTERS CONCERNING TITLE OR ENVIRONMENTAL CONDITION – AS TO WHICH BUYER DID NOT SPECIFICALLY ADVISE DESC OF IN WRITING IN ACCORDANCE WITH *SECTION 19* HEREOF DURING THE INSPECTION PERIOD.

- 5.2. Within twenty (20) days after the Effective Date, DESC shall provide one copy of each of the materials listed on **Exhibit "A"** ("Due Diligence Materials") to Buyer with respect to the Property to the extent same are in Seller's possession or control.
- 5.3. Between the Effective Date and the Closing, DESC will maintain the Property in the ordinary course of business in the manner and condition in which it has been maintained during DESC's ownership thereof, and shall deliver the Property to the Buyer at Closing in substantially the same condition as existing on the Effective Date (subject to Acts of God). Between the Effective Date and the Closing, DESC shall not enter into any leases, contracts for services, easements or other encumbrances of the Property without the prior written consent of Buyer in each instance.
- 5.4. During the period after the end of the Inspection Period through the Closing, the Buyer shall continue to have access to the Property to make on-sight inspections and studies regarding the Property and for purposes of planning.
6. NO WARRANTY. Except for the representations and warranties of DESC set forth in this Agreement and the warranties of title set forth in the Deed(s), Buyer and DESC agree that the PROPERTY IS BEING SOLD IN "AS IS" CONDITION WITH NO WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED. DESC makes no representation as to the use or usefulness of the Property for any purpose. Buyer acknowledges that Buyer has made an on-site inspection of the Property and is purchasing based on Buyer's own inspection and other independent due diligence. DESC has not made any commitments or accepted any obligations for further work on the Property or in the neighborhood of the Property.
7. SURVEY. Prior to the end of the Inspection Period, Buyer, at its expense, shall cause current surveys of the Property (the "Surveys") to be made by a registered surveyor. The Surveys shall indicate the boundary lines of the Property, the location of all improvements, easements, including reserved easements to Seller, roadways and other rights-of-way, flood plain areas, any existing building setback lines, the DESC Reserved Easements, and any encroachments and other matters affecting the Property. The Surveys shall contain a legal description of the Property, the number of acres contained in the Property calculated to the nearest 1/1000 of an

acre and a certificate in standard form addressed to the Buyer and signed and sealed by the surveyor. Upon receipt of the Surveys, Buyer shall promptly provide a copy of same to DESC.

7.1. In addition to the limited warranty deed to be executed by DESC and delivered to Buyer pursuant to *Section 3* herein, DESC, at the request of Buyer, shall execute a quit-claim deed to Buyer using the legal description of the Property prepared in accordance with the Surveys.

8. EFFECTIVE DATE AND CLOSING REQUIREMENTS.

8.1. The effective date ("Effective Date") of this Agreement is the last signature date thereon. The closing shall take place at a location and date agreed upon by both Parties no later than forty five (45) days after the end of the Inspection Period (the "Closing" or "Closing Date") unless otherwise agreed to by both Parties in writing; however, if approval of the South Carolina Public Service Commission ("SCPSC"), is required and not obtained prior to the scheduled Closing, Buyer and DESC shall agree to extend the Closing until such a determination is made; provided, however, that at any time prior to Buyer receiving written notice of the final determination of the SCPSC, Buyer shall have the right, at its sole option, to terminate this Agreement by written notice to DESC and receive a full refund of the Earnest Money. If the final determination of the SCPSC does not approve the sale of the Property to Buyer in accordance with this Agreement, then this Agreement shall terminate and Buyer shall receive a full refund of the Earnest Money. All Closing expenses shall be paid by the Party normally paying them in the area in which the Property is located, except as stated and shown in this Agreement.

8.2. At Closing, DESC shall deliver to the Buyer the following with respect to the Property, all in form reasonably satisfactory to Buyer and DESC:

- 8.2.1. Limited warranty deed(s) for each individual Property, executed and acknowledged by DESC as of the Closing Date (the "Deed"), including the DESC Reserved Easements;
- 8.2.2. A bill of sale executed by DESC conveying all personal property, if any, included on the Property;
- 8.2.3. A certificate and affidavit of non-foreign status (the "FIRPTA Affidavit"), executed by DESC as of the Closing Date;
- 8.2.4. Incumbency Certificate evidencing DESC's authority to execute and deliver the Deed and including DESC's articles and current certificate of existence.;
- 8.2.5. An executed closing statement, in a form reasonably acceptable to Buyer;
- 8.2.6. An owner's affidavit reasonably satisfactory to Title Company and Buyer;
- 8.2.7. 1099-S;
- 8.2.8. South Carolina tax withholding affidavit;
- 8.2.9. South Carolina tax compliance letter;
- 8.2.10. Such affidavits or letters of indemnity as the title insurance company which is to insure the title to the Property shall reasonably require in order to issue, without extra charge, policies of title insurance free of any exceptions for (a) unfiled mechanics', materialmen's or similar liens; (b) to delete any standard title exceptions relating to matters created by DESC between the date of the last title update and the date of Closing; ; and

- 8.2.11. All other documents reasonably necessary to effectuate the transaction under the terms of this Agreement.
- 8.3. At the Closing, Buyer shall deliver to DESC the following with respect to the Property:
- 8.3.1. On the Closing Date, Buyer shall have deposited in escrow with Buyer's attorney the Purchase Price by wire transfer via the Federal Reserve System (plus or minus the net adjustments computed hereunder);
- 8.3.2. Closing statement in a form reasonably acceptable to DESC; and
- 8.3.3. All other documents reasonably necessary to effectuate the transaction under the terms of this Agreement.
9. TAXES. DESC will pay the 2021 property taxes, with this obligation surviving the Closing. No rollback taxes are applicable to the Property.
10. CLOSING COSTS. DESC shall pay the state and county documentary stamp tax on the conveyance deed(s), if applicable; the expense of preparation of the deed and, if applicable, the fees of DESC's attorney. The Buyer shall pay the premium for the owner's title insurance policy to be issued to the Buyer, the grantee's cost of recordation of the Deed, the costs incurred by the Buyer in connection with its investigations of the Property and the fees of Buyer's attorneys.
11. PROFESSIONAL SERVICES FEES. Buyer shall pay the fees of any realtor, property advisor or attorney, if any, it has engaged in connection with this transaction, and DESC shall have no obligation or liability therefor. DESC shall pay the fees of any realtor, property advisor or attorney, if any, it has engaged in connection with this transaction, and Buyer shall have no obligation or liability therefor.
12. TITLE DEFECTS.
- 12.1. On or before Closing, except as otherwise provided in this Agreement, DESC will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may be reasonably required by Buyer to completely vest in and assure to Buyer full rights in or to the Property, free and clear of all encumbrances except those acceptable to Buyer. In the event of an objection to title that Buyer has made DESC aware of in writing during the Inspection Period in accordance with *Section 5 - Inspection Period* and *Section 18 - Notices* herein that DESC elects not to cure or is unable to cure and the Buyer does not otherwise agree to waive, the Buyer may declare this Agreement null and void with full refund of Earnest Money. Buyer waives those title objections which Buyer has not given to DESC specific written notice of during the Inspection Period; failure of Buyer to Close for such reason shall constitute Default on the part of Buyer.
- 12.2. DESC will cause the Property to be released from all indentures, mortgages, deeds of trust, deeds to secure debt, security agreements, financing statements and all other security interests relating to existing indebtedness that is secured in whole or in part by the Property. DESC shall request the release of the Property from the indenture encumbering DESC's assets as soon as the Survey and legal description of the Property are finalized; if the process of obtaining such release from DESC's indenture extends beyond Closing, DESC will diligently pursue such release and shall provide such release

as quickly as administratively practicable, and shall indemnify and hold harmless the Buyer from and against all claims, losses and damages that may arise in connection with the failure to provide such release at Closing, such obligations to survive Closing.

12.3. Notwithstanding anything to the contrary in this Agreement, Buyer shall have the right to update title prior to Closing and to object to any matter revealed by such update which did not appear on Buyer's initial title insurance commitment. If DESC does not cure such matters objected to by Buyer prior to the Closing Date, Buyer, at its option, shall have the right to terminate this Agreement, receive a full refund of the Earnest Money..

13. DEED RESTRICTIONS. This conveyance shall be made subject to any and all existing reservations, easements, encroachments, restrictions, covenants, zoning, governmental regulations, land use regulations, and rights-of-way, which may affect the Property which may be evident upon visible inspection of the Property and/or as shown on the Surveys, except those objected to by Buyer as provided herein.

14. POSSESSION. Buyer shall have the right of occupancy immediately at Closing.

15. FIRE OR CASUALTY. In case the Property herein referred to is destroyed wholly or partially before Closing by fire or other casualty, DESC shall give notice thereof to Buyer as soon as possible in accordance with the Notice provision of *Section 18 - Notices* below, and Buyer shall have the option for ten (10) business days after Buyer's receipt of such notice of, at Buyer's sole option, either (a) proceeding to Closing with a mutually-agreed adjustment in the Purchase Price, (b) proceeding to Closing with DESC assigning all rights to insurance proceeds for such casualty to the Buyer and a credit against the Purchase Price in the amount of the deductible on DESC's insurance, or (c) terminating this Agreement, receiving a full refund of the Earnest Money.

16. DEFAULT. The remedies of the Parties in the event of default are as follows:

16.1. Buyer's Default: In the event Buyer fails to purchase the Property by said Closing Date as provided herein or otherwise breaches any of its obligations pursuant to this Agreement (each a "Buyer Default"), DESC, after fifteen (15) days prior written notice and right to cure to the Buyer, shall be entitled to terminate this Agreement and to immediately receive Buyer's Earnest Money deposit as its liquidated damages and DESC's sole and exclusive remedy hereunder.

16.2. DESC's Default: In the event DESC fails to sell the Premises by said Closing Date as provided herein or otherwise breaches any of its obligations pursuant to this Agreement (each a "Seller Default"; Buyer Default and Seller Default referred to together as a "Default"), Buyer's remedies shall, at Buyer's option, be to (i) terminate this Agreement and immediately receive a refund of its Earnest Money deposit and be reimbursed by DESC for all expenses, up to Forty Thousand and/100 Dollars (\$40,000.00), incurred by the Buyer in connection with this transaction; or (ii) to sue for specific performance or for any other remedy at law or equity.

17. [INTENTIONALLY OMITTED]

18. **ELECTRONIC IMAGES/ELECTRONIC SIGNATURE.** Both Buyer and DESC agree that receipt of an electronically signed Agreement by electronically scanned image, addressed to the email address for each party set forth in this Agreement, shall be the same as receipt of an original signed Agreement.
19. **NOTICES.** All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be effective upon personal delivery to the Party to whom they are addressed; or upon receipt/confirmation, if sent via e-mail to the addresses indicated below; or, if mailed, five (5) days following deposit in the United States mail first class postage prepaid, registered or certified; or, if sent by nationally recognized overnight courier, the date when signed for, if required, or delivered at addressee's residence or place of business and addressed to each Party at the following address:

DESC:

Robert Wright
 Real Estate Agent – Land Management
 Dominion Energy South Carolina, Inc.
 220 Operation Way, D112
 Cayce, South Carolina 29033-3701
 Email: robert.wright@dominionenergy.com
 Office Number: (803) 217-8083
 Mobile Number: (803) 530-2148

Copy to:

Gary C. Pennington
 Pennington Law Firm, LLC
 2015 Boundary Street, Suite 223
 Beaufort, South Carolina 29902
 Email: garypennington@pennlawfirm.com
 Telephone: (803) 929-1070

Buyer:

City of Columbia
 Attn: City Manager
 P.O. Box 147
 Columbia, South Carolina 29217
 Office Number: (803) 545-3480
 Facsimile Number:
 Email: Teresa.Wilson@columbiasc.gov

City of Columbia
 Attn: Assistant City Manager
 P.O. Box 147
 Columbia, South Carolina 29217
 Office Number: (803) 545-3037
 Mobile Number: (803) 315-5125
 Facsimile Number: _____
 Email: Missy.Gentry@columbiasc.gov

20. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina, exclusive of its choice of law rules.
21. **APPROVALS.** The obligations of DESC hereunder are conditional upon DESC's receiving approval from the South Carolina Public Service Commission ("SCPSC). Such approval will be sought by DESC as soon as practicable after the Effective Date of this Agreement and diligently pursued to its completion. The approvals contemplated by this section may be waived by DESC to the extent permitted by law. In the event (a) SCPSC approval is required and has not been obtained prior to the scheduled Closing, Buyer and DESC agree to extend the Closing until SCPSC provides its approval; provided, however, that at any time prior to

Buyer receiving written notice of the final determination of the SCPSC, Buyer shall have the right, at its sole option, to terminate this Agreement by written notice to DESC and receive a full refund of the Earnest Money. DESC warrants and represents that it has the authority to enter into the provisions set forth in this section, and the provisions of this section are binding on DESC.

22. [INTENTIONALLY DELETED]

23. COOPERATION OF PARTIES. Both Parties agree that they will cooperate in the negotiation, preparation and execution of all documents required to effectuate the transaction contemplated herein.

24. UTILITY FACILITIES. If DESC-owned rights-of-way, utility equipment or facilities or any such installation owned by any other Dominion Energy affiliated company, and fiber optic owned by SEGRA, are situated on the Property, Buyer shall allow DESC or other Dominion Energy affiliate company the right to retain or receive at Closing such perpetual utility right-of-way(s) and/or easement(s), including ingress and egress, in general accordance with right-of-way/easement forms used by DESC and/or other Dominion Energy affiliate companies, provided that DESC notifies the Buyer in writing of same (including the location of such matters on the Property) within twenty (20) days after the Effective Date of this Agreement, such rights of way will be shown on the Survey, and such rights of way are in locations and on terms reasonably acceptable to Buyer.

25. ASSIGNMENT. The rights of Buyer under this Agreement may not be assigned or otherwise transferred without the express written consent of DESC, which consent may be withheld for any reason. Any attempt by Buyer to assign this Agreement without the express written consent of DESC shall be deemed a default of Buyer and DESC shall not be bound by such assignment.

26. SURVIVAL OF PROVISIONS. The provisions of this Agreement which are not fully executed by the Closing of this transaction, including without limitation the following: *Section 3 – Title; Section 7 – Effective Date and Closing Requirements; Section 8 – Taxes; Section 9 – Professional Services Fees; Section 10 – Title Defects; and Section 16 – Default through Section 26 – Entire Contract; Binding Contract*, shall survive the closing and remain in full force and effect, enforceable by the Parties according to such terms.

27. SEVERABILITY. Any term of this Agreement held to be illegal or invalid will be held as if it had never existed, and the remainder of the Agreement will remain legal and valid.

28. COUNTERPARTS. So that each Party may have an original of this Agreement, this document shall be executed in two identically worded counterparts.

29. ESCROW AGENT. The Parties acknowledge and agree that Escrow Agent is entitled, without further consent from either Party, to dispose of all Earnest Money held by Escrow Agent in accordance with the terms of this Agreement. In the event the Escrow Agent determines in its discretion that there is a bona fide dispute between the Parties as to who is entitled to the Earnest Money, and that the rights of the Parties as to the Earnest Money are unclear under this Agreement, the Escrow Agent may file an action for interpleader or

otherwise seek a judicial determination as to the rights of the Parties. In such event, the Parties shall hold Escrow Agent harmless and shall share equally any expenses of Escrow Agent in connection with such action. Buyer acknowledges that Escrow Agent may also act as DESC's attorney with respect to the transaction contemplated by this Agreement and any disputes arising therefrom.

30. ENVIRONMENTAL; NO TENANTS

30.1. Buyer shall have the right to obtain a complete environmental review of the Property, with results satisfactory to Buyer in its sole discretion. Should DESC refuse to allow the Buyer to complete all aspects of the Buyer's desired environmental assessment prior to the end of the Inspection Period, including Phase I, and Phase II upon Seller's approval, monitoring or other studies, Buyer shall have the right, at Buyer's sole option, to terminate this Agreement within the Inspection and receive a full refund of all Earnest Money.

30.2. DESC affirms that the Property is vacant at the time of this Agreement and is not occupied by DESC or any affiliate thereof, that there are no tenants or other parties with any right to occupy or possess any part of the Property, and that same will remain so up to and through Closing. DESC shall not allow occupy, or all ow any tenants or other parties to occupy, the Property at any time during the period from the Effective Date through the Closing Date.

31. ENTIRE CONTRACT; BINDING CONTRACT. This Agreement expresses the entire agreement between the Parties, and there is no other agreement, oral or otherwise, modifying the terms hereunder and the Agreement shall be binding on both Parties, their principals, heirs, personal representatives, successors, and assigns as state law permits. This Agreement shall only be amended by a written agreement signed by both Parties.

32. SIGNATURE AUTHORITY. Each Party to the Agreement represents and warrants that it has full and complete authority to enter into and perform its respective obligations under this Agreement. Any person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such represented Party shall be bound thereby.

33. BUYER/LEASE PRIOR TO CLOSING. If the SCPSC has not approved the sale of the Property to Buyer within ninety (90) days after the Effective Date, Buyer, at its option, may elect to lease Parcel 1 of the Property prior to Closing or terminate this Agreement. Buyer shall notify DESC in writing of its desire to lease Parcel 1 and DESC and Buyer shall enter into a lease agreement reasonably satisfactory to both parties. Rent to be paid during such rental period shall be a fair market rent as agreed by the Parties. Such lease will allow Buyer to proceed with renovations to Parcel 1 during the lease term at Buyer's expense. If, acting in good faith and with reasonable diligence, the parties are unable to mutually agree upon the lease terms, the Buyer, at its sole option and discretion, shall either withdraw its request to lease Parcel 1 or terminate this Agreement, and Buyer shall receive a refund of the Earnest Money with neither party having any further obligations under this Agreement.

34. DESC REPRESENTATIONS AND WARRANTIES. DESC hereby represents and warrants to Buyer that the following statements are true as of the Effective Date and shall be true on the Closing Date:

(a) Subject to SCPSC approval, DESC has full power and authority to enter into this Agreement and to perform all its obligations hereunder; the execution and delivery of this Agreement and the performance by DESC of its obligations hereunder have been duly authorized by such action as may be required, and no further action or approval is required in order to constitute this Agreement as a binding and enforceable obligation of DESC. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of DESC do not and will not conflict with or result in the breach of any condition or provision of, or constitute, a lien, charge or encumbrance upon any of the property or assets of DESC by reason of the terms of any contract, mortgage, lien, lease, indenture, instrument, or judgment to which DESC is a party or which is or purports to be binding upon DESC or which affects DESC; and, subject to SCPSC, no action by any federal state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Seller in accordance with its terms.

(b) DESC has received no written notice, and to DESC's knowledge, there is no action, suit or proceeding, threatened against or materially affecting the Property or any portion thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

(c) DESC has received no written notice and, to DESC's knowledge, is not aware that there is any pending or threatened condemnation or similar proceeding or assessment affecting the Property, or any part thereof.

(d) There are no tenants or parties with any right to possess all or any portion of the Property excepting the right of SEGRA for the fiber, which such right shall be documented as a Reserved Easement prior to Closing.

(e) No person or entity has any right or option to acquire the Property or any portion thereof.

(f) DESC has received no written notice from any governmental agency having jurisdiction asserting that the Property is affected by the presence and/or harmful effects of any asbestos, petroleum, toxic, or hazardous substances as defined by applicable federal, state, or local laws (collectively, "Hazardous Materials") affecting the Property, or requiring any clean-up thereof. DESC has no knowledge of any underground storage tanks currently located at the Property or being located at the Property in the past. DESC has no knowledge that any portion of the Property has been used for an onsite dry-cleaning facility. DESC has no knowledge of any Hazardous Materials affecting the Property.

The representations and warranties set forth in this Section shall survive Closing for a period of six (6) months only. In the event the Buyer has not given written notice to DESC of a claim based on breach of a representation or warranty or covenant set forth in this Agreement within six (6) months after the Closing Date (and filed an action in court to enforce such claim within 30 days after having given notice to DESC), Buyer agrees that DESC shall be fully released and discharged from any liability whatsoever arising out of the representations, warranties and covenants set forth in this Agreement.

35. CLOSING CONDITIONS. In addition to the other conditions set forth herein, the obligation of Buyer hereunder to purchase the Property from DESC is subject to the satisfaction of each of the following conditions (the “Closing Conditions”) (any of which may be waived in whole or in part in writing by Buyer at or before the time period stated below):

35.1. All of the representations of DESC set forth in this Agreement shall be true and complete in all material respects as of the Closing Date.

35.2. As of the Closing Date, DESC shall not have made an assignment for the benefit of creditors, or admitted in writing its inability to pay its debts as they mature; or been adjudicated as bankrupt; or filed a petition in voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state; and no such petition shall have been filed against it.

35.3. At the Closing, DESC shall convey to Buyer fee simple title to the Property, free and clear of all matters affecting title except encumbrances as provided herein.

35.4. At Closing, all leases and rights to possess all or any part of the Property, except the Reserved Easements, shall be terminated.

If any condition listed in this Section is not satisfied on or before the applicable time period stated in this Section, then Buyer may, at its election, (i) waive such condition(s) and close on the Property in accordance with the terms and provisions of this Agreement with no adjustment in the Purchase Price, or (ii) terminate this Agreement, recover the Earnest Money by delivering written notice thereof to DESC and Escrow Agent and be reimbursed by DESC for its expenses in connection with this Agreement up to Forty Thousand Dollars (\$40,000.00), in which case neither DESC nor Buyer shall have any further obligations hereunder except those that expressly survive the termination of this Agreement.

SIGNATURE PAGES FOLLOW

WITNESS the Parties hereby by their hands and seals the day and year written below.

In the Presence of:

WITNESSES:

DOMINION ENERGY SOUTH CAROLINA, INC.

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

THE CITY OF COLUMBIA

Print Name: _____

Print Name: _____

By: _____

Print Name: Teresa B. Wilson

Its: City Manager

Date: _____

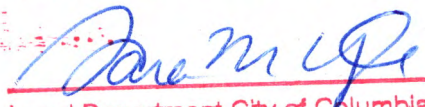
APPROVED AS TO FORM

Legal Department City of Columbia, SC

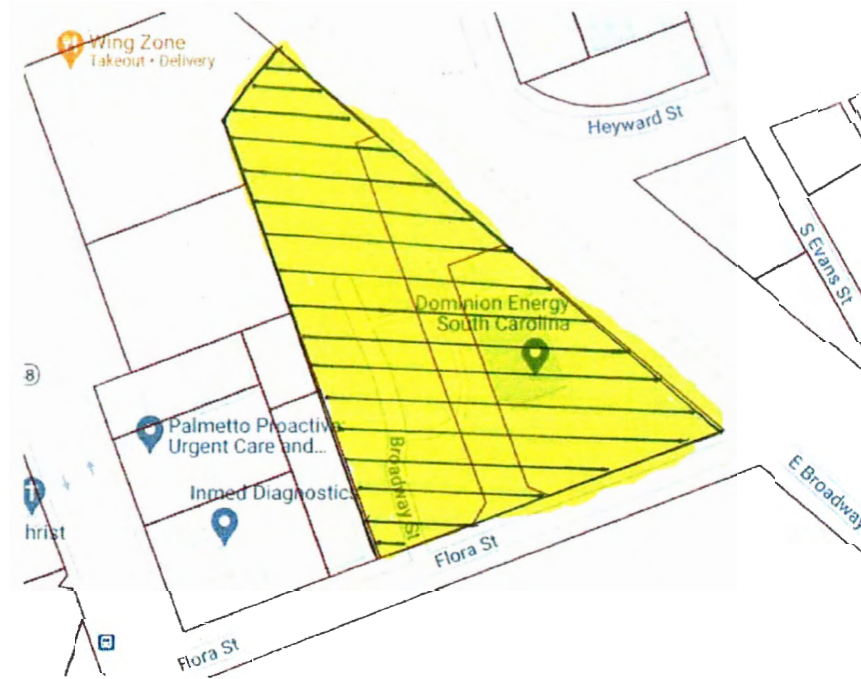
EXHIBIT "A"**DUE DILIGENCE MATERIALS**

The following, to the extent they are in DESC's possession or control:

- (1) Copy of any owner's title insurance policy with all exhibits.
- (2) A copy of any surveys and plats.
- (3) Copy of all plans pertaining to the Property.
- (4) Copies of any covenants, restrictions and/or declarations that encumber the Property that are not of record in the Richland County RMC Office

EXHIBIT B

GENERAL DEPICTION OF PROPERTY PARCEL 2



RESOLUTION NO.: R-2021-041

Authorizing the City Manager to execute a Purchase and Sales Agreement between the City of Columbia and Edens/Graham Partners for the purchase of approximately 2.34 acres known as 715 Bluff Road, Richland County TMS #11202-06-02

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2021, that the City Manager is hereby authorized to execute the attached Purchase and Sales Agreement and any documents necessary and approved by the City Attorney, between the City of Columbia and Edens/Graham Partners to consummate the purchase of approximately 2.34 acres known as 715 Bluff Road, Richland County TMS #11202-06-02 for the sum of Two Million Five Hundred Sixty-five and No/100 (\$2,565,000.00) Dollars.

(Funding Source: General Fund)

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



PO Box 50111
Columbia, SC 29250
+1 803 622 7012

PURCHASE AND SALE AGREEMENT

Both Seller and Purchaser acknowledge receiving, reading, and understanding the South Carolina Real Estate Commission's Agency Disclosure Form.

The [] Purchaser [] Seller is Licensed under the laws of South Carolina as a Real Estate Licensee.

This Purchase and Sale Agreement ("Agreement") made between the City of Columbia ("Purchaser") and Edens/Graham Partners, a _____ ("Seller").

- I. DEFINITIONS. As used herein the following terms shall have the following meanings:
- A. Property: All that certain piece, parcel or lot of land with any improvements thereon, situate lying and being near the City of Columbia, County of Richland, State of South Carolina, consisting of an approximately 2.34 acres located at 715 Bluff Road. Said parcel is further described on the Richland County website as Tax Map number 11202-06-02, a copy of which is attached hereto and made a part of the Agreement as Exhibit "A."
 - B. Purchase Price: **Two Million Five Hundred Sixty-Five Thousand and No/100 (\$2,565,000.00) Dollars**
 - C. Earnest Money: Twenty Thousand and No/100 (\$20,000.00) Dollars
 - D. Escrow Agent: Burr & Forman, LLP
 - E. Inspection Period: The period commencing on the Effective Date and ending forty-five (45) days thereafter.
 - F. Closing Date: No later than forty-five (45) days after the end of the Inspection Period
 - G. Effective Date: The date on which this Agreement has been duly executed by both parties as indicated by the dates beneath the signature of each party and each party has been provided with a fully signed copy of this Agreement.
- II. PURCHASE AND SALE. Seller agrees to sell and Purchaser agrees to buy the Property for the Purchase Price subject to the terms and conditions hereof. Purchaser is the current tenant of the Property; nothing in this Agreement shall amend the existing lease of the Property to Purchaser.
- III. EARNEST MONEY. Escrow Agent will hold Earnest Money in a non-interest bearing trust account, which Earnest Money will be applied as part payment of the Purchase Price.
- IV. CLOSING AND CLOSING DATE. The closing shall occur at a mutually agreeable location on the Closing Date or such earlier date established by Purchaser on reasonable notice to Seller. At closing Purchaser shall tender the Purchase Price (plus or minus normal closing adjustments) by cashier's check

S_____ P_____

or wire transfer of collected funds and Seller shall deliver the following: (i) a duly executed limited warranty deed conveying marketable fee simple title in the Property to Purchaser subject to Permitted Exceptions (as hereinafter defined); (ii) bill of sale, (iii) termination of the existing lease of the Property to Purchaser and refund of the security deposit; (iv) Affidavits required by the title company, Certificate of Non-Foreign Status and SC Nonresident Withholding Affidavit; (v) Evidence of authority to sell the Property, satisfactory to Buyer; (vi) current tax compliance letter and 1099-S form, (vii) possession of the Property; (viii) keys, access codes and alarm codes, and (iii) such other documents as Purchaser may reasonably request.

V. PRORATIONS, EXPENSES AND COMMISSIONS

- A. Real property taxes attributable to the year of closing shall be prorated at closing with Seller giving Purchaser a credit against the Purchase Price for Seller's share. If current tax bills are not immediately available, such proration shall be made on the basis of the taxes assessed for the preceding year and shall be adjusted when taxes for the year of sale are assessed. Any payment due by Seller or Purchaser to the other as a result of any such adjustment shall be paid by the party owing such amount within thirty (30) days after receipt of written notice of the amount of the adjustment. Seller shall be responsible for the payment of any rollback taxes attributable to the years preceding the year of closing and Seller's prorata share for the year of closing.
- B. Rents, water rent, and all other items customarily prorated shall be prorated at closing.
- C. Purchaser and Seller represent that each has dealt with no real estate companies other than Avant Holdings, LLC ("Broker") which is the Seller's broker and shall be paid by Seller and that no commissions to other brokers shall be due as a result of this transaction.
- D. Seller shall pay for its own attorneys' fees and for deed stamps, transfer tax, or other similar taxes or fees for recording based in whole or in part upon the consideration for or value of the Property. Purchaser shall pay its own attorneys' fees, title examination, title insurance premiums and survey costs.

VI. TITLE. Seller shall convey to Purchaser at closing by limited warranty deed conveying marketable fee simple title in and to the Property. For the purposes of this Agreement, "marketable fee simple title" shall mean fee simple ownership which is: (i) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions (as hereinafter defined); and (ii) insurable by a title insurance company reasonably acceptable to Purchaser, at then current standard rates under the ALTA Owner's Policy of Title Insurance with all standard printed exceptions therein deleted and without exception other than for the Permitted Exceptions. For the purposes of this Agreement, the term "Permitted Exceptions" shall mean: (i) current city, state and county ad valorem taxes not yet due and payable; (ii) existing easements for the installation or maintenance of public utilities serving only the Property provided same do not interfere with development and use of the Property by Purchaser; and (iii) all, if any, other easements of record as of the Effective Date not objected by Purchaser in its Title Objection Notice (as hereinafter defined) and cured by Seller.

Prior to the expiration of the Inspection Period. Purchaser shall give Seller written notice of any objections to Seller's title as disclosed in the title report/commitment obtained from Purchaser's title insurance company or on any survey obtained by Purchaser (the "Title Objection Notice"). Seller shall have the obligation, whether or not Purchaser makes a specific title objection, to satisfy any existing mortgage, lien or encumbrance that encumbers the Property (collectively, the "Monetary Encumbrances") on or at Closing, and Seller shall be entitled to use the sales proceeds from the Property to satisfy same. If there are liens or encumbrances which cannot be removed in accordance with the terms hereof or if there are any title or survey objections set forth in Purchaser's Title Objection Notice for which Seller is unwilling or unable to cure, Purchaser shall have the option, as its sole remedy, to terminate this Agreement, in which event this Agreement shall thereupon become null and void for all purposes except for those matters that expressly

S _____ P _____

survive termination hereof, and the Earnest Money shall be forthwith returned to Purchaser; otherwise, if Purchaser fails to make an objection as provided herein or if Purchaser makes an objection but fails to terminate this Agreement within twenty (20) days after receipt of notice from Seller that Seller is unable or unwilling to cure any title objections, title to the Property as disclosed in the Title Report or on any survey shall be deemed to be acceptable (other than Seller's obligation to cure Monetary Encumbrances), and any objection thereto shall be deemed to have been waived for all purposes.

VII. INSPECTION PERIOD, SURVEYS AND STUDIES. During the Inspection Period, Seller hereby grants permission to Purchaser to enter onto the Property at reasonable times for the purpose of conducting surveys and studies. At any time during the Inspection Period, Purchaser shall have the right and option to terminate this Agreement and receive a refund of all Earnest Money provided that Purchaser has given Seller notification as outlined in Article X-C of this Agreement of such termination prior to the end of the Inspection Period.

In the event Purchaser elects to terminate this Agreement, upon written request from Seller received by Purchaser no later than ten (10) days after termination of this Agreement, Purchaser, at its sole cost and expense, shall make available to Seller all due diligence materials and reports (including, without limitation, all environmental reports, any survey, and title reports obtained by Purchaser during the course of its due diligence), all without representation or warranty.

Any information obtained by Purchaser pursuant to this Agreement shall: (i) be held in strict confidence by Purchaser, (ii) not be used for any purpose other than the investigation and evaluation of the Property by Purchaser and its lenders, attorneys and consultants (collectively, "Purchaser's Agents"), and (iii) not be disclosed, divulged or otherwise furnished to any person or entity other than Purchaser's Agents, except to the extent required by law. Notwithstanding the foregoing, Seller acknowledges that Purchaser is a public municipal corporation and, as such, this Agreement, the terms hereof and information obtained pursuant to this Agreement are or may be available to the public. The provisions of this Paragraph shall survive the termination of this Agreement.

VIII. DEFAULT.

- A. If Purchaser fails to consummate the purchase as herein provided, except in the event of a default by Seller or failure for any conditions to closing to have been satisfied, Purchaser and Seller have agreed that Escrow Agent shall pay the Earnest Money to Seller on Purchaser's behalf as liquidated damages for Purchaser's failure to consummate the purchase as herein provided and as Seller's sole remedy.
- B. If Seller fails to consummate the sale and is in default hereof, Purchaser, at its option, shall be entitled as its sole remedy to either terminate this Agreement and obtain a refund of the Earnest Money together with reimbursement by Seller of all of Purchaser's costs and expenses relating to this Agreement or proceed to enforce this Agreement by an action of specific performance in a court of competent jurisdiction.

IX. SELLER'S REPRESENTATIONS AND WARRANTIES.

- A. Purchaser acknowledges that it is purchasing the Property "**AS IS physical condition**" as of the date hereof and not on the basis of representations or warranties made by Seller (or anyone claiming to act on Seller's behalf) either expressed or implied other than as set forth or provided for herein; provided, however, that the foregoing does not limit or effect the warranty of title to be made in the deed of conveyance. Seller represents and warrants as follows:
 - i. To the best of Seller's knowledge and belief, Seller has not received from any agency notice of, nor does the Seller have any actual knowledge of any condition of the Property which violates any environmental, business or building code or other governmental rules, regulations or guidelines to which the Property is or may be subject.

S _____ P _____

- ii. To the best of Seller's knowledge and belief, there are no pending suits, proceedings, judgments, liens or executions against or affecting the Seller that would or could affect title to the Property.
 - iii. Seller is the sole owner of the Property and has good and marketable title thereto and the sole authority to convey the Property.
 - iv. To Seller's knowledge, there are no tenants or parties with any right to possess all or any portion of the Property, except the Purchaser.
 - v. To Seller's knowledge, no person or entity has any right or option to acquire the Property or any portion thereof.
- B. Seller makes no representations or warranties as to the presence or existence of any asbestos, toxins, or hazardous substances (as defined or regulated by applicable federal, state or local laws) or contamination upon the property, provided, however, Seller shall disclose any report known to it which outlines the presence of any asbestos, toxins, or hazardous substances or contamination upon the Property.

X. MISCELLANEOUS.

- A. This Agreement and all terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- B. The captions employed in this Agreement are for convenience only and are not intended to in any way limit or amplify the terms and provisions hereof.
- C. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) emailed, (iii) mailed by United States registered mail, return receipt requested, postage prepaid, (iv) sent by a reputable, national overnight delivery service, or (v) sent by facsimile (with the original being sent by one of the other permitted means or by regular United States mail) and addressed to each party at the applicable address set forth beside the signature of each party or elsewhere herein. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on a date of hand delivery, on the day following deposit in the United States mail, on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the next business day, on the day sent by facsimile or the day sent by email.
- D. From the Effective Date through consummation of the sale as herein provided or termination of this Agreement, Seller will not impose any easements, covenants, conditions, restrictions or other encumbrances upon the Property or any part thereof without prior written consent of Purchaser, which consent shall not be unreasonably withheld.
- E. This Agreement constitutes the entire agreement between the parties and no changes shall be effective unless in writing signed by the party adversely affected.
- F. All terms and conditions of this Agreement which by their nature and effect if required to be observed, kept or performed after closing shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- G. Seller shall bear all risk of loss until the Closing. In the event that prior to the Closing, the Property (including without limitation the improvements thereon) are damaged by fire or other casualty

S _____ P _____

of any nature whatsoever, Seller shall promptly give Purchaser written notice thereof and Purchaser shall have the right to terminate this Agreement and receive a full refund of the Earnest Money or to continue to Closing with Seller assigning all insurance proceeds to Purchaser and crediting Purchaser at Closing for the amount of the insurance deductible.

H. TIME IS OF THE ESSENCE HEREUNDER.

SIGNED, SEALED AND DELIVERED as of the Effective Date.

Purchaser:

City of Columbia

By: _____
Teresa B. Wilson
City Manager

Date: _____

Purchaser Address:

Attention: City Manager
P.O. Box 147
Columbia, South Carolina 29217

Telephone Number: (803) 545-3480

Facsimile: _____

Email: Teresa.Wilson@columbiasc.gov

Witness: _____

Witness: _____

Seller:

Edens/Graham Partners, a

(SEAL)

By: _____

Date: _____

Sellers' Address

Telephone: _____

Facsimile: _____

Email: _____

Witness: _____

Witness: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

S _____ P _____

Exhibit "A"

Tax Parcel 11202-06-02

Richland County Internet Mapping

715 Bluff Road, Richland County TMS #11202-06-02 - Richland County Internet Mapping



50 ft

Leaflet | Map produced by RC GIS Dept., Roads basemap © Google, Map data © Richland County SC

S P

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SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS



South Carolina Real Estate Commission
PO BOX 11847, Columbia, S.C. 29211-1847
Telephone: (803) 896-4400 Fax: (803) 896-4427
<http://llr.sc.gov/POL/REC/>

Pursuant to South Carolina Real Estate License Law in S.C. Code of Laws Section 40-57-370, a real estate licensee is required to provide you a meaningful explanation of agency relationships offered by the licensee's brokerage firm. This must be done at the first practical opportunity when you and the licensee have substantive contact.

Before you begin to work with a real estate licensee, it is important for you to know the difference between a broker-in-charge and associated licensees. The broker-in-charge is the person in charge of a real estate brokerage firm. Associated licensees may work only through a broker-in-charge. In other words, when you choose to work with any real estate licensee, your business relationship is legally with the brokerage firm and not with the associated licensee.

A real estate brokerage firm and its associated licensees can provide buyers and sellers valuable real estate services, whether in the form of basic customer services, or through client-level agency representation. The services you can expect will depend upon the legal relationship you establish with the brokerage firm. It is important for you to discuss the following information with the real estate licensee and agree on whether in your business relationship you will be a customer or a client.

You Are a Customer of the Brokerage Firm

South Carolina license law defines customers as buyers or sellers who choose NOT to establish an agency relationship. The law requires real estate licensees to perform the following *basic duties* when dealing with any real estate buyer or seller as customers: *present all offers in a timely manner, account for money or other property received on your behalf, provide an explanation of the scope of services to be provided, be fair and honest and provide accurate information, provide limited confidentiality, and disclose "material adverse facts" about the property or the transaction which are within the licensee's knowledge.*

Unless or until you enter into a written agreement with the brokerage firm for agency representation, you are considered a "customer" of the brokerage firm, and the brokerage firm will not act as your agent. As a customer, you should not expect the brokerage firm or its licensees to promote your best interest.

Customer service does not require a written agreement; therefore, you are not committed to the brokerage firm in any way unless a transaction broker agreement or compensation agreement obligates you otherwise.

Transaction Brokerage

A real estate brokerage firm may offer transaction brokerage in accordance with S.C. Code of Laws Section 40-57-350. Transaction broker means a real estate brokerage firm that provides customer service to a buyer, a seller, or both in a real estate transaction. A transaction broker may be a single agent of a party in a transaction giving the other party customer service. A transaction broker also may facilitate a transaction without representing either party. The duties of a brokerage firm offering transaction brokerage relationship to a customer can be found in S.C. Code of Laws Section 40-57-350(1)(2).

You Can Become a Client of the Brokerage Firm

Clients receive more services than customers. If client status is offered by the real estate brokerage firm, you can become a client by entering into a written agency agreement requiring the brokerage firm and its associated licensees to act as an agent on your behalf and promote your best interests. If you choose to become a client, you will be asked to confirm in your written representation agreement that you received this agency relationships disclosure document in a timely manner.

A seller becomes a client of a real estate brokerage firm by signing a formal listing agreement with the brokerage firm. For a seller to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the seller and the brokerage firm which becomes the agent for the seller.

A buyer becomes a client of a real estate brokerage firm by signing a formal buyer agency agreement with the brokerage firm. For a buyer to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the buyer and the brokerage firm which becomes the agent for the buyer.

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SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS



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If you enter into a written agency agreement, as a client, the real estate brokerage has the following *client-level duties: obedience, loyalty, disclosure, confidentiality, accounting, and reasonable skill and care*. Client-level services also include advice, counsel and assistance in negotiations.

Single Agency

When the brokerage firm represents only one client in the same transaction (the seller or the buyer), it is called single agency.

Dual Agency

Dual agency exists when the real estate brokerage firm has two clients in one transaction – a seller client and a buyer client. At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the brokerage firm to represent both you and the other client in a disclosed dual agency relationship.

Disclosed Dual Agency

In a disclosed dual agency, the brokerage firm's representation duties are limited because the buyer and seller have recognized conflicts of interest. Both clients' interests are represented by the brokerage firm. As a disclosed dual agent, the brokerage firm and its associated licensees cannot advocate on behalf of one client over the other, and cannot disclose confidential client information concerning the price negotiations, terms, or factors motivating the buyer/client to buy or the seller/client to sell. Each Dual Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

Designated Agency

In designated agency, a broker-in-charge may designate individual associated licensees to act solely on behalf of each client. Designated agents are not limited by the brokerage firm's agency relationship with the other client, but instead have a duty to promote the best interest of their clients, including negotiating a price. The broker-in-charge remains a disclosed dual agent for both clients, and ensures the assigned agents fulfill their duties to their respective clients. At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the brokerage firm to designate a representative for you and one for the other client in a designated agency. Each Designated Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

It's Your Choice

As a real estate consumer in South Carolina, it is your choice as to the type and nature of services you receive.

- You can choose to remain a customer and represent yourself, with or without a transaction broker agreement.
- You can choose to hire the brokerage firm for representation through a written agency agreement.
- If represented by the brokerage firm, you can decide whether to go forward under the shared services of dual agency or designated agency or to remain in single agency.

If you plan to become a client of a brokerage firm, the licensee will explain the agreement to you fully and answer questions you may have about the agreement. Remember, however that until you enter into a representation agreement with the brokerage firm, you are considered a customer and the brokerage firm cannot be your advocate, cannot advise you on price or terms, and only provides limited confidentiality unless a transaction broker agreement obligates the brokerage firm otherwise.

The choice of services belongs to you – the South Carolina real estate consumer.

Acknowledgement of Receipt by Consumer:

Signature _____ Date _____

Signature _____ Date _____

THIS DOCUMENT IS NOT A CONTRACT.
This brochure has been approved by South Carolina Real Estate Commission for use in explaining representation issues in real estate transactions and consumer rights as a buyer or seller. Reprinting without permission is permitted provided no changes or modifications are made.

(Rev 1/17) Page 2 of 2

APPROVED AS TO FORM

Legal Department City of Columbia, SC

S _____ P _____

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RESOLUTION NO.: 2021-044

Encouraging Governor Henry McMaster to request the U.S. Department of the Treasury to release South Carolina's allocation of appropriated funds from the Homeowner Assistance Fund, authorized through the American Rescue Plan Act of 2021

WHEREAS, the City of Columbia, and communities throughout South Carolina, continue to experience financial hardships because of the coronavirus pandemic; and,

WHEREAS, South Carolinians are struggling to remain in their homes while they search for new employment or wait to get back to work; and,

WHEREAS, Week 26 of the U.S. Census Bureau Household Pulse Survey found 30% of South Carolinians reported difficulty paying for usual household expenses as a result of COVID-19; and almost 16% of the South Carolinians who are behind on their housing payments were likely facing eviction or foreclosure in the next two months; and,

WHEREAS, this Council believes that foreclosing on residents during the coronavirus pandemic would be contrary to the health safety and welfare of the community citizens; and,

WHEREAS, by Resolution No.: R-2007-015 enacted on June 6, 2007, the City of Columbia pledge support to the National Call to Action for Affordable Housing Through Regulatory Reform by creating an Affordable Housing Task Force to address barriers preventing residents from accessing or maintaining affordable housing; and,

WHEREAS, the Consumer Financial Protection Bureau issued a report on March 1, 2021 concluding that nationwide: 2.1 million families are behind at least three months of mortgage payments; homeowners owe an estimated \$90 billion in missed payments; and the last time this many families were behind on their mortgages was during the Great Recession; and,

WHEREAS, the American Rescue Plan Act of 2021 appropriated \$9.96 billion for the Homeowner Assistance Fund to support programs to prevent foreclosures and preserve homeownership for households experiencing financial hardship after January 21, 2020; and,

WHEREAS, the Homeowner Assistance Fund can be used for a variety of purposes, such as: mortgage payment and other financial assistance to reinstate a mortgage following forbearance, delinquency or default; reductions in principal or interest rate; homeowner's insurance, flood insurance and mortgage insurance; and other assistance needed to promote housing stability for homeowners; and,

WHEREAS, states must request allocations to receive them, and must do so within forty-five (45) days of the American Rescue Plan Act of 2021's enactment, which was signed into law on March 11, 2021; and,

WHEREAS, the U.S. Department of the Treasury will allocate grants based on a state's relative share of unemployment, delinquent mortgages, and mortgages in foreclosure; and,

WHEREAS, each state will receive a minimum allocation of \$50 million from the Homeowner Assistance Fund; and,

WHEREAS, the Homeowner Assistance Fund is dedicated to a part of the housing continuum that has not received significant aid within South Carolina since the onset of the coronavirus pandemic; and,

WHEREAS, recognizing the significant impacts of the COVID-19 pandemic and its economic fallout on families struggling to stay in their homes, the South Carolina Association of Habitat for Humanity collaborated with 85 nonprofit organizations and associations to support the Homeowner Assistance Fund; and,

WHEREAS, the City Council of the City of Columbia believes that the Homeowner Assistance Fund provides a critical resource for helping homeowners work out sustainable mortgage and repayment options and keep their homes until they can get back on their feet; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ___ day of _____, 2021, that the City Council of the City of Columbia respectfully requests that Governor Henry McMaster and the South Carolina General Assembly request allocations from the U.S. Department of Treasury within forty-five (45) days of the American Rescue Plan Act of 2021's enactment so that homeowners who have experienced the greatest hardships during the coronavirus pandemic will have access to this much needed aid to prevent foreclosure, create sustainable payment options, and get back on their feet; and,

BE IT FURTHER RESOLVED, that the City Council of the City of Columbia respectfully requests that the South Carolina General Assembly and Governor Henry McMaster provide in the 2021-2022 state budget funding to support the implementation of the Homeowner Assistance Fund, which was allocated to South Carolina through the authorization of the American Rescue Plan Act of 2021; and,

BE IT FURTHER RESOLVED, that the City Council of the City of Columbia respectfully requests that the South Carolina General Assembly and Governor Henry McMaster prioritize the appropriation of the Homeowner Assistance Fund to ensure the resources are available to lower income homeowners who have been financially impacted by the coronavirus pandemic beginning no later than July 2021.

Requested by:

Councilmember Devine

Mayor

Approved by:

City Manager

Approved as to form:

T. A. Knox

City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk



EVERYBODY COUNTS, EVERYBODY CONTRIBUTES, EVERYBODY BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works
FROM: Andrew K. Ritter, Interim City Traffic Engineer AKR
SUBJECT: Speed Hump Request – Galaxy Neighborhood
DATE: March 16, 2021

In response to a request from the Galaxy Neighborhood Association, traffic volume/speed surveys were conducted on Neptune Drive and Saturn Lane relative to the need for additional traffic control measures.

Both roadways are two-lane residential streets owned by the South Carolina Department of Transportation (SCDOT), with a posted speed limit of 25 mph.

Residents have requested three speed humps as shown on the attached map to aid in controlling vehicle speeds in the area. Proposed locations for the associated warning signs are also shown. The Police and Fire Departments will have to review the proposed locations and local residents have indicated support via petition per City policy. If City Council approves, please advise me, and we will proceed with obtaining SCDOT approval for installation.

Attachment: Galaxy Neighborhood Speed Humps to CC (6558 : Galaxy Neighborhood Speed Hump Request)

Galaxy Neighborhood Association
1843 Neptune Dr
Columbia SC 29209
jerryparker8202011@gmail.com
803-667-5162

14th March 2021

Columbia City Council
Steve Benjamin

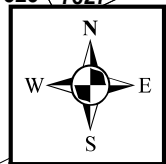
South Carolina Department of Transportation

We are writing you to inform you that we agree with Mr Andrew Ritters proposed speed hump location for the Galaxy Neighborhood. This is a safety issue that needs corrected. Thank you for your time

Attachment: Galaxy Neighborhood Association Letter (6558 : Galaxy Neighborhood Speed Hump Request)

Neptune & Saturn Traffic Counts & Proposed Speed Hump Locations

46.c



ADT Vol. 85th % Spd.
 EB 129 EB 36mph
 WB 128 WB 27mph

ADT Vol. 85th % Spd.
 NB 65 NB 24mph
 SB 60 SB 41mph

ADT Vol. 85th % Spd.
 NB 30 NB 31mph
 SB 35 SB 28mph

Legend

Ownership

— CITY
 — STATE

◆ Proposed Speed Hump Sign
 — Proposed Speed Hump

Attachment: Neptune & Saturn Traffic Counts & Speed Humps (6558 : Galaxy Neighborhood Speed Hump

PAGE 1

PETITION TO INSTALL SPEED BUMPS IN THE GALAXY SUBDIVISION ANNEXED TO THE
CITY OF COLUMBIA LOCATED IN RICHLAND COUNTY

We, the undersigned being residents of the Galaxy Subdivision, petition the city of Columbia in the state of South Carolina to install speed bumps at locations to be determined by the Department of Traffic Engineering under the Neighborhood Traffic Control Program. Our neighborhood can only be accessed by two entrances, once in the neighborhood the streets allow access only to private homes, there are no other outlets. The posted speed limit is twenty-five (25) miles per hour, which is not observed. Since there is no reason to be in our neighborhood, but to visit a private residence we feel that speed bumps would force drivers to obey the speed limit and protect our children.

<u>PRINTED NAME</u>	<u>SIGNATURE</u>	<u>ADDRESS</u>	<u>DATE</u>
MARIANNE HAYNES	Marianne Haynes	1817 Neptune	
Janet Leski	Janet Leski	1869 Neptunedr	2/2
Jim Leski	Jim Leski	" "	2/2
DAVID G. CONWARD	David G. Conward	7217 VENUS RD.	2/9
Rebecca W. Michalski	Rebecca W. Michalski	1805 Neptune	2/9
James Clarkson	James Clarkson	1809 Neptune	2/9
Paul E. Wilson	Paul E. Wilson	1813 Neptune Dr	2/9
Jeanette C. Wilson	Jeanette C. Wilson	1813 Neptune Dr	2/9
Donnell Bennett	Donnell Bennett	1814 Neptune	
Thomas Aron	Thomas Aron	1814 Neptune	2/9
Barney Kelly	Barney Kelly	1829 Neptune Dr	2/9
Charles Meyer	Charles Meyer	1833 Neptune DR.	2/9/21
LYLER M. DIXON	Lyler M. Dixon	1850 NEPTUNE DR	2/9/2021

Attachment: Signed Petitions (6558 : Galaxy Neighborhood Speed Hump Request)

PAGE 2

PETITION TO INSTALL SPEED BUMPS IN THE GALAXY SUBDIVISION ANNEXED TO THE
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PRINTED NAME	SIGNATURE	ADDRESS	DATE
<u>RUDY WALTERS</u>	<u>Rudy Walters</u>	<u>1877 Neptune Dr</u>	<u>2/8/21</u>
<u>LOTHUS HINES</u>	<u>Lothus Hines</u>	<u>1922 Mars Dr</u>	<u>2/8/21</u>
<u>Naomi Wilbrey</u>	<u>Naomi Wilbrey</u>	<u>1854 Neptune Dr</u>	<u>2/9/21</u>
<u>Thaddeus Wilbrey</u>	<u>Thaddeus Wilbrey</u>	<u>1927 Mars Dr</u>	<u>2/9/21</u>
<u>Symone Johnson</u>	<u>Symone J.</u>	<u>1923 Mars Dr</u>	<u>2/9/21</u>
<u>Cherelle Weston</u>	<u>C Weston</u>	<u>1918 Mars Dr</u>	<u>2/10/21</u>
<u>Brian Timmons</u>	<u>Brian Timmons</u>	<u>1. 1812 Neptune Dr</u>	<u>2/10/21</u>
<u>Stephanie Hoplen</u>	<u>Stephanie</u>	<u>3. 1920 Saturn Lane</u>	<u>2/10/21</u>
<u>Andrea Bennett</u>	<u>Andrea</u>	<u>" "</u>	<u>2/10/21</u>
<u>Tyonna Boulton</u>		<u>3. 1919 Saturn Lane</u>	<u>" "</u>
<u>Jammy Boulton</u>		<u>3. 1919 Saturn Lane</u>	<u>" "</u>
<u>Cherene Wilson</u>		<u>3. 1916 Saturn Lane</u>	<u>" "</u>
<u>Cheryl Harrell</u>	<u>CHERYL HARRELL</u>	<u>1912 SATURN DR</u>	<u>CH 2-1</u>
<u>Scott Scott</u>	<u>Scott Scott</u>	<u>1908 Saturn Lane</u>	<u>2/2/21</u>

Attachment: Signed Petitions (6558 : Galaxy Neighborhood Speed Hump Request)

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PETITION TO INSTALL SPEED BUMPS IN THE GALAXY SUBDIVISION ANNEXED TO THE
CITY OF COLUMBIA LOCATED IN RICHLAND COUNTY

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PRINTED NAME	SIGNATURE	ADDRESS	DATE
<u>Markell Koster</u>	<u>[Signature]</u>	<u>1904 Saturn Ln</u>	<u>2/10/21</u>
<u>FRED WARREN</u>	<u>[Signature]</u>	<u>1905 SATURN</u>	<u>2-10-21</u>
<u>KATHER MARY</u>	<u>[Signature]</u>	<u>1828 Saturn Ln</u>	<u>2-10-21</u>
<u>Gloria Prioleau</u>	<u>[Signature]</u>	<u>1816 Saturn Lane</u>	<u>2-10-21</u>
<u>Trisha Prioleau</u>	<u>[Signature]</u>	<u>1816 Saturn Lane</u>	<u>2-10-21</u>
<u>Tywanne Kitham</u>	<u>[Signature]</u>	<u>1865 Neptune Dr</u>	<u>2/10/21</u>
<u>Vanessa Wimbush</u>	<u>[Signature]</u>	<u>1912 Mars Dr</u>	<u>2-10-21</u>
<u>Diane Owens</u>	<u>[Signature]</u>	<u>1919 Mars Dr</u>	<u>2/10/21</u>
<u>William Moore</u>	<u>[Signature]</u>	<u>1915 Mars Ln</u>	<u>2/10/21</u>
<u>VACANCY over 5 years</u>	<u>[Signature]</u>	<u>1851 Neptune</u>	<u>11</u>
<u>Joe Rose</u>	<u>[Signature]</u>	<u>1822 Neptune Dr.</u>	<u>2/11/21</u>
<u>Betty Standfield</u>	<u>[Signature]</u>	<u>1818 Neptune Dr</u>	<u>2/11/21</u>
<u>Martha Amick</u>	<u>[Signature]</u>	<u>1821 Neptune Dr</u>	<u>2/11/21</u>
<u>James Amick</u>	<u>[Signature]</u>	<u>1821 Neptune D.</u>	<u>2/11/21</u>

Attachment: Signed Petitions (6558 : Galaxy Neighborhood Speed Hump Request)

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PETITION TO INSTALL SPEED BUMPS IN THE GALAXY SUBDIVISION ANNEXED TO THE
CITY OF COLUMBIA LOCATED IN RICHLAND COUNTY

We, the undersigned being residents of the Galaxy Subdivision, petition the city of Columbia in the state of South Carolina to install speed bumps at locations to be determined by the Department of Traffic Engineering under the Neighborhood Traffic Control Program. Our neighborhood can only be accessed by two entrances, once in the neighborhood the streets allow access only to private homes, there are no other outlets. The posted speed limit is twenty-five (25) miles per hour, which is not observed. Since there is no reason to be in our neighborhood, but to visit a private residence we feel that speed bumps would force drivers to obey the speed limit and protect our children.

PRINTED NAME	SIGNATURE	ADDRESS	DATE
<u>Perry Timmons</u>	<u>[Signature]</u>	<u>1932 Saturn Lane</u>	<u>2-12-21</u>
<u>Geneva Timmons</u>	<u>[Signature]</u>	<u>"</u>	<u>2-12-21</u>
<u>Kenneth Harper</u>	<u>[Signature]</u>	<u>1916 Mercury</u>	<u>2-12-20</u>
<u>Elham Scott Harper</u>	<u>[Signature]</u>	<u>1916 Mercury</u>	<u>2-12-20</u>
<u>Terry Parker</u>	<u>[Signature]</u>	<u>1843 Neptune Dr</u>	<u>2-12-21</u>
<u>Melissa Douglas</u>	<u>[Signature]</u>	<u>1857 Neptune Dr</u>	<u>2-12-21</u>
<u>John Dietz</u>	<u>[Signature]</u>	<u>1924 SATURN LANE</u>	<u>2-15-21</u>
<u>Margie White</u>	<u>[Signature]</u>	<u>1820 Saturn</u>	<u>2-15-21</u>
<u>Shaun Jackson</u>	<u>[Signature]</u>	<u>1823 Saturn</u>	<u>2-21-21</u>
<u>Rebecca Thomas</u>	<u>[Signature]</u>	<u>819 Columbian</u>	<u>2-23-21</u>
<u>Quida Ott</u>	<u>[Signature]</u>	<u>1828 Saturn Ln.</u>	<u>2-23-21</u>
<u>WAYNE DANIELS</u>	<u>[Signature]</u>	<u>1309 MAES DR.</u>	<u>2-23-21</u>
<u>Gary Fulmer</u>	<u>[Signature]</u>	<u>1824 Saturn Ln</u>	<u>2-23-21</u>
<u>Patricia Fox</u>	<u>[Signature]</u>	<u>1936 Saturn Ln</u>	<u>2-23-21</u>

Attachment: Signed Petitions (6558 : Galaxy Neighborhood Speed Hump Request)

PETITION TO INSTALL SPEED BUMPS IN THE GALAXY SUBDIVISION ANNEXED TO THE
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PRINTED NAME	SIGNATURE	ADDRESS	DATE
Cheryl Mielke	Cheryl Mielke	1804 Saturn Ln	23 Jan 202
Ruth Riley	Ruth Riley	1808 Saturn Lane	23 Jan.
Patricia Arnold	Patricia Arnold	1808 Saturn Ln	1/23/2021
Tracy Kreiple	Tracy Kreiple	7324 Venus Rd.	4/23/2021
Lisa L. Butler	Lisa L. Butler	7320 Venus Rd	23 Jan 2020
Vicki K. Zienko	Vicki K. Zienko	7319 Venus Rd	23 Jan 20.
Kathrina Crisel	Kathrina Crisel	1812 Saturn Lane	24 Feb 202.
Greg Sunkler	Greg Sunkler	1940 Saturn Ln	23 Feb 20
		1893 Neptun	



EVERYBODY COUNTS, EVERYBODY CONTRIBUTES, EVERYBODY BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

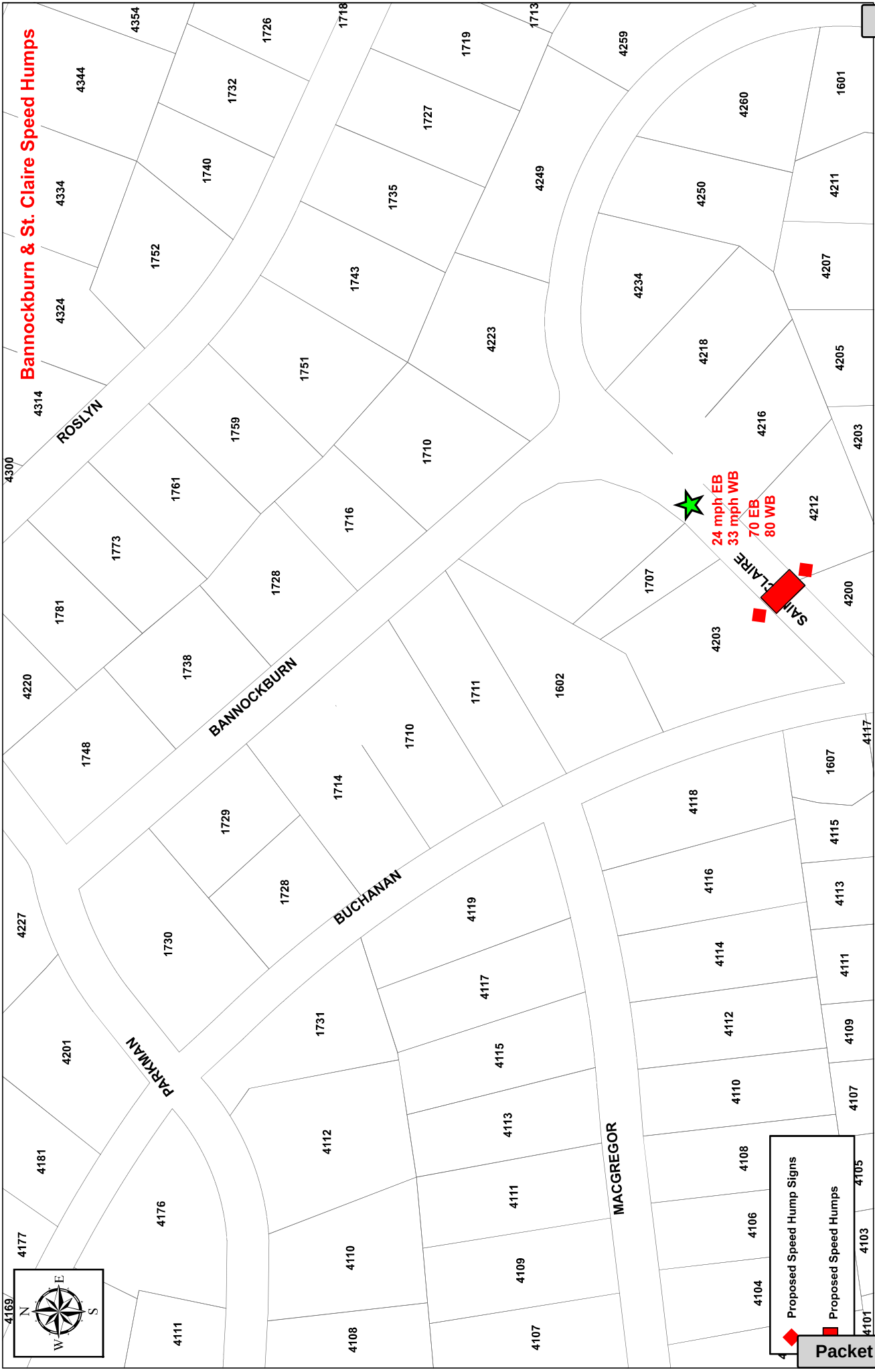
TO: Robert Anderson, Director of Public Works
FROM: Andrew K. Ritter, Interim City Traffic Engineer AKR
SUBJECT: Traffic Calming – St. Claire Drive
DATE: March 16, 2021

In response to a request from the residents along St. Claire Drive, traffic volume/speed surveys were conducted on St. Claire Drive between Buchanan Drive and Bannockburn Drive relative to the need for additional traffic control measures.

St. Claire Drive is a two-lane residential street owned by the South Carolina Department of Transportation (SCDOT).

Residents have requested one speed hump as shown on the attached map to aid in controlling vehicle speeds in the area. Proposed locations for the associated warning signs are also shown. The Police and Fire Departments will have to review the proposed location and local residents have indicated support via petition per City policy. If City Council approves, please advise me, and we proceed with obtaining SCDOT approval for installation.

Attachment: St Claire Speed Humps to CC (6563 : St. Claire Drive Speed Hump Request)



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Proposed Speed Hump Signs

Proposed Speed Humps