



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, APRIL 2, 2024

The Columbia City Council will conduct a Council Meeting on Tuesday, April 2, 2024 at 4:00 p.m. at City Hall (Council Chambers), 1737 Main Street, Third Floor, Columbia, SC 29201. Members of the public may view the meeting online at www.columbiasc.gov. Please contact the City Clerk's Office at (803)545-3045 or cityclerk@columbiasc.gov if you have questions regarding the meeting.

The Honorable Daniel J. Rickenmann, Mayor
The Honorable Edward H. McDowell, Jr., District II ▪ The Honorable William Brennan, District III
The Honorable Aditi Bussells, At-Large ▪ The Honorable Tina N. Herbert, District I
The Honorable Peter M. Brown, District IV ▪ The Honorable Tyler D. Bailey, At-Large

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

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

PRESENTATIONS

1. National Public Safety Telecommunicators Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor
2. Presentation of the Commission on Accreditation for Law Enforcement Agencies Award to the Columbia-Richland 911 Communications Center - The Honorable Daniel J. Rickenmann, Mayor



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CONSENT AGENDA ITEMS 3 THROUGH 19

3. Council is asked to approve a new Contract for an E-Recruitment and Onboarding System, as requested by the Human Resources Department on March 22, 2024. Award to NeoGov, using the South Carolina State Contract in the amount of \$53,236.66. The initial term of the contract is April 15, 2024 to June 30, 2024 with the option to renew for two additional one-year periods. The vendor is located in El Segundo, CA.

Funding Source: Program Management Office - Cloud Based Software Solutions (6218950-636600). The original budget amount is \$53,236.66.

4. Council is asked to approve a new Sole Source Contract for Fitness Court Equipment as requested by the Parks & Recreation Department on March 13, 2024. Award to National Fitness Campaign, in an amount not to exceed \$302,400.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with the option to renew for one (1) additional one-year period. This vendor is located in San Francisco, CA.

Funding Source: General Capital Projects - Fitness Courts Project - Capital Project Costs (4039999-PK909901-658650). The original budget amount is \$302,400.00.

5. Council is asked to approve the Purchase of a Forklift, as requested by the Fleet Services Division on February 20, 2024. Award to Atlantic Forklift Services LLC, using the Sourcwell Cooperative Contract in the amount of \$78,557.81. This vendor is located in Charlotte, NC.

Funding Source: Equipment Services-Machinery and Equipment-Capital (6308971-658300). The original budget amount is \$78,557.81.

6. Council is asked to approve a new Construction Contract for the Fleet Services Emergency Generator, as requested by Support Services on October 25, 2023. Award to Metro Dwellings, LLC in an amount not to exceed \$948,365.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date of December 31, 2024. This contractor is located in Blythewood, SC.

Funding Source: Community Development Block Grant Mitigation Grant (CDBG-MIT). General Capital Projects - Critical Facility Generator - Capital Project Costs (4039999-CP009201-658650). The original budget amount is \$950,000.00.



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Metro-Dwellings, a Minority Business Enterprise (MBE), is the prime and will provide general construction services at 21.65% (\$186,650.00) of the total contract amount.

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

Generator Power Systems, a MBE, located in Columbia, SC, will provide generator services at 51.91% (\$447,500.00) of the total contract amount.

Diamond Electrical Services, LLC, located in Irmo, SC, will provide electrical services at 26.44 % (\$228,000.00) of the total contract amount.

7. Council is asked to approve Contract Amendment #6 for Project SS733701; East Rocky Branch Improvements Phase I, as requested by Columbia Water on February 8, 2024. Award to Brown and Caldwell, in an amount not to exceed \$225,850.00. The current term of the contract ends on June 30, 2024 and this amendment extends the contract to December 31, 2026. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects – East Rocky Branch Phase I - Capital Project Costs (5529999-SS733701-658650). The current budget amount is \$1,427,535.00. The budget amount for this amendment is \$225,850.00. The total revised budget amount is \$1,653,385.00.

This is a Clean Water 2020 Program project and a Mentor Protégé Program project. Brown and Caldwell is the mentor and will provide revisions at the USC Band field, realignment of the Rocky Branch line from Main to Catawba, realignment at the Biomass Facility parking area, and other miscellaneous design modifications. This will include review, design, bidding, and construction services at 62.84% (\$141,913.00) of the amendment amount.

4D Engineering, a Minority Business Enterprise (W) located in Lexington, SC, is the protégé and will provide final design assistance, permit updates, and assistance with construction administration and inspection services at 14.34% (\$32,387.00) of the amendment amount, with overall project participation at 20.00%.

The following subconsultants will provide additional services:

Environmental Permitting Consultant located in Columbia, SC, will provide assistance with permitting services at 2.44% (\$5,500.00) of the amendment amount.

Schnabel Engineering located in West Columbia, SC, will provide assistance in final design services at 20.38% (\$46,050.00) of the amendment amount.



We Are Columbia

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8. Council is asked to approve a new Construction Contract for Project SR8053; Harden Street Phase IIB Improvements, as requested by Columbia Water on January 30, 2023. Award to L-J, Inc., in an amount not to exceed \$1,538,929.80, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 150 days from commencement. This contractor is located in Cayce, SC.

Funding Source: 4139999-CP104504-658650. The original budget amount is \$1,538,929.80.

This is a Local Public Agency (LPA) project. L-J, Inc. is the prime contractor and will provide paving services at 80.30% (\$1,123,383.10) of the total contract amount.

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

Cruz Landscaping & Concrete, LLC, a Minority Business Enterprise of Columbia, SC, will provide concrete work at 15.90% (\$222,493.50) of the total contract amount.

Little Mountain Contracting, LLC, of Little Mountain, SC, will provide electrical work at 3.80% (\$53,150.50) of the total contract amount.

9. Council is asked to approve a new Professional Services Contract for Project SS7639; Metro Wastewater Treatment Plant Thickening Improvements, as requested by Columbia Water on January 29, 2024. Award to Hazen and Sawyer in an amount not to exceed \$2,646,980.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 16 months from commencement and the option to renew for two additional one-year periods. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Metro Wastewater Treatment Plant Thickening Improvements - Capital Project Costs (5529999-SS763901-658650). The original budget amount is \$2,646,980.00.

This is a Mentor Protégé Program Project. Hazen and Sawyer is the mentor and will provide project administration, preliminary engineering reporting, Construction Manager at Risk (CMAR) selection and assistance, detailed design, regulatory coordination, and CMAR pre-construction/construction phase assistance services at 80.00% (\$2,117,680.00) of the total contract amount.

Howard Engineering, Inc. a Minority Business Enterprise (W), located in Marietta, SC, is the protégé and will provide electrical design services at 20.00% (\$529,300.00) of the total contract amount.



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

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

Council District: 3

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

Applicant: CDG Dreyfuss, LLC

Staff Recommendation: Denial

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

First reading approval was given on March 19, 2024.

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

First reading approval was given on March 19, 2024.

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

First reading approval was given on March 19, 2024.

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

First reading approval was given on March 19, 2024.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, APRIL 2, 2024

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

*Endorsed by the Economic Development and Infrastructure Committee on December 5, 2023.
First reading approval was given on March 19, 2024.*

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

First reading approval was given on March 19, 2024.

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

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

Council District: 1

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

Applicant: AllSouth Federal Credit Union

Staff Recommendation: Approval

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

First reading approval was given on March 19, 2024.



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

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

Council District: 3

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

Applicant: C. Paul Harrison

Staff Recommendation: Approval

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

First reading approval was given on March 19, 2024.

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

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

Council District: 3

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

Applicant: CDG Dreyfuss, LLC

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

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

First reading approval was given on March 19, 2024.



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

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

Council District: 4

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

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

Staff Recommendation: Approval

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

First reading approval was given on March 19, 2024.

ORDINANCES - FIRST READING

20. Ordinance No.: 2024-025 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Sec. 2-61, Remote Meetings

RESOLUTIONS

21. Resolution No.: R-2024-020 - Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 2222 Main Street, Columbia, South Carolina, Richland County TMS # R09016-02-06



We Are Columbia

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22. Resolution No.: R-2024-022 - Amending Resolution No.: R-2023-101 Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such agreements to add Bureau of Alcohol, Tobacco, Firearms and Explosives to the list of agencies
 23. Resolution No.: R-2024-023 - Adopting the By-Laws of the Climate Protection Action Committee Last Revised July 29, 2023

Endorsed by the Health, Social and Environmental Infrastructure Committee on February 27, 2024.

EVENT RESOLUTIONS

24. Resolution No.: R-2024-017 - Authorizing consumption of beer and wine only at the Columbia Food and Wine Festival in the 1600 block of Blanding Street on Sunday, April 28, 2024

APPOINTMENTS

25. Central Midlands Council of Governments
26. Columbia Housing Authority
27. Transportation Penny Oversight Committee

OTHER MATTERS

28. Council is asked to endorse the establishment of the Columbia Town & Gown Advisory Committee as a new Community Impact Committee.

Endorsed by the Community Development Committee on January 16, 2024.

CITY COUNCIL REPORTS, REFERRALS AND NEW BUSINESS

PUBLIC INPUT

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

ADJOURNMENT



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Columbia-Richland 911 Communications

FROM: *Wendy Royal, Director of Columbia-Richland 911 Communications*

SUBJECT: National Public Safety Telecommunicators Week Proclamation
- The Honorable Daniel J. Rickenmann, Mayor

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Connecting Our Community

ATTACHMENTS:

- **#a:** Proclamation - 2024 National Telecommunicators Week (DOCX)



City of Columbia
A Proclamation

WHEREAS, the United States Congress designated the second full week of April as National Public Safety Telecommunicator Week in 1991 to recognize and honor the Nation's "first" first responders, public safety telecommunicators, for their contributions to the safety and security of residents in the United States; and

WHEREAS, the citizens of Richland County and the City of Columbia depend on the skill, expertise and commitment of the men and women who answer their 911 calls every day; and

WHEREAS, Columbia-Richland 911 Communications will be celebrating the 2024 National Telecommunicators Week with a variety of activities during the week of April 14-20, 2024; and

WHEREAS, everyone is encouraged to take a moment during this week to contact the dedicated men and women that work at Columbia-Richland 911 Communications and thank them for their contributions to Public Safety and the citizens they serve; and

WHEREAS, the City of Columbia recognizes the hard work of Columbia-Richland 911 Communications and thanks them for their continued dedication to the safety of our City.

NOW, THEREFORE I, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim the week of April 14, 2024 as

National Public Safety Telecommunicator Week

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

Daniel J. Rickenmann
Mayor

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

William Brennan
District III, Council Member

Aditi Bussells
At-Large, Council Member

Tina N. Herbert
District I, Council Member

Peter M. Brown
District IV, Council Member

Tyler D. Bailey
At-Large, Council Member



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Columbia-Richland 911 Communications

FROM: *Wendy Royal, Director of Columbia-Richland 911 Communications*

SUBJECT: **Presentation of the Commission on Accreditation for Law Enforcement Agencies Award to the Columbia-Richland 911 Communications Center - The Honorable Daniel J. Rickenmann, Mayor**

FUNDING SOURCE & ORIGINAL BUDGET:

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

ATTACHMENTS:

- **#a:** Columbia-Richland Communications Center - CALEA Conference Award Letter (PDF)



13575 Heathcote Boulevard
Suite 160
Gainesville, VA 20155-6693

703-352-4225
www.calea.org

November 11, 2023

Director Wendy Royal
Chief Executive Officer
Columbia-Richland Communications Center
1800 Laurel Street
Columbia, SC 29201

Director Royal:

CALEA® Accreditation serves as the *International Gold Standard for Public Safety Agencies*. This correspondence serves to recognize the Columbia-Richland Communications Center has been awarded Communications Accreditation effective November 11, 2023, for the Seventh time. This award remains in effect for four years and the agency retains all privileges associated with this status during that period.

The process of CALEA Accreditation begins with a rigorous self-assessment, requiring a review of policies, practices, and processes against internationally accepted public safety standards. This is followed with an assessment by independent assessors with significant public safety experience. Additionally, public feedback is received to promote community trust and engagement. Structured interviews are conducted with select agency personnel and others with knowledge to assess the agency's effectiveness and overall service delivery capacities. The decision to accredit is rendered by a governing body of twenty-one Commissioners following a public hearing and review of all reporting documentation.

CALEA Accreditation is a continuous process and serves as the foundation for a successful, well managed, transparent, community-focused public safety agency. To this end, an agency must maintain its accredited status by remaining in compliance with CALEA standards at all times.

CALEA congratulates the Columbia-Richland Communications Center for demonstrating a commitment to professional excellence through accreditation. CALEA Accreditation is the *Mark of Professional Excellence* and should be displayed proudly by those who have earned this honor.

Sincerely,

A handwritten signature in black ink that reads "W. Craig Hartley, Jr.".

W. Craig Hartley, Jr.
Executive Director



13575 Heathcote Boulevard
Suite 160
Gainesville, VA 20155-6693

703-352-4225
www.calea.org

November 11, 2023

Again, congratulations on your most recent CALEA® Accreditation. As you move into the next four years, we are providing you with anticipated dates for your web-based and site-based assessments.

The Columbia-Richland Communications Center's Communications Accreditation Year 1, 2, 3 and 4 web-based assessments are predicted to occur during the following weeks:

Year 1: September 13 - 21, 2024
Year 2: September 12 - 20, 2025
Year 3: September 11 - 19, 2026
Year 4: May 21 - 29, 2027

The Columbia-Richland Communications Center site-based review is anticipated for the week of July 12th. CALEA reserves the right to modify assessment dates based on scheduling and/or staffing needs.

Agencies are required to follow CALEA's best practices for continued compliance, located on the CALEA website under [tools and tutorials](#).

As a reminder, you should log into the CALEA Information Management and Reporting System (CIMRS) and complete or update agency information as needed. You are required to remit annual status reports for the next three years, through CIMRS, to document progression of continuous organizational improvement. The report is due not later than 30 days after your award anniversary date of November 26.

If you should have any questions or need additional information, please contact your Regional Program Manager.

Sincerely,

A handwritten signature in black ink that reads "W. Craig Hartley, Jr.".

W. Craig Hartley, Jr.
Executive Director



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Contract for an E-Recruitment and Onboarding System, as requested by the Human Resources Department on March 22, 2024. Award to NeoGov, using the South Carolina State Contract in the amount of \$53,236.66. The initial term of the contract is April 15, 2024 to June 30, 2024 with the option to renew for two additional one-year periods. The vendor is located in El Segundo, CA.

REQUISITION NO.: R227356

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Program Management Office - Cloud Based Software Solutions (6218950-636600). The original budget amount is \$53,236.66.

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

ATTACHMENTS:

- **#a:** APPROVED - 24020324 - NeoGov Insight-Perform Prorated 2024 v3 (PDF)

Exhibit A Order Form

NEOGOV

NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
 2120 Park Pl, Suite 100
 El Segundo, CA 90245
 United States
 billing@neogov.com
 Sales Rep: Paul Raspudic

Columbia, City of (SC)
 1737 Main Street
 PO Box 147
 Columbia, SC 29217-0147
 USA

Quote Valid From: 2/21/2024
 Quote Valid To: 3/31/2024

Quote Number: Q-14785
 PaymentTerms: Annual,Net 30
 Subscription Term in Months: 26.5

Employee Count: 2,400
 Order Summary

Prorated

Service Description	Type	Start Date	End Date	Term Price (USD)
Insight Subscription	RECURRING	4/15/2024	6/30/2024	\$4,239.89
Insight Setup	ONE-TIME			\$10,010.00
Governmentjobs.com Subscription	RECURRING	4/15/2024	6/30/2024	\$627.69
Candidate Text Messaging Subscription	RECURRING	4/15/2024	6/30/2024	\$403.76
Perform Subscription	RECURRING	4/15/2024	6/30/2024	\$6,359.90
Perform Setup	ONE-TIME			\$10,010.00
Position Import Subscription	RECURRING	4/15/2024	6/30/2024	\$439.60
Position Import Setup	ONE-TIME			\$6,615.00
Employee Import Subscription	RECURRING	4/15/2024	6/30/2024	\$439.60
Employee Import Setup	ONE-TIME			\$6,615.00
New Hire Export (IN) Subscription	RECURRING	4/15/2024	6/30/2024	\$586.17
New Hire Export (IN) Setup	ONE-TIME			\$3,308.00
Single Sign On Subscription	RECURRING	4/15/2024	6/30/2024	\$432.25
Single Sign On Setup	ONE-TIME			\$3,150.00
Prorated TOTAL:				\$53,236.86

Year 1

Service Description	Type	Start Date	End Date	Term Price (USD)
Insight Subscription	RECURRING	7/1/2024	6/30/2025	\$20,098.20
Governmentjobs.com Subscription	RECURRING	7/1/2024	6/30/2025	\$2,975.40
Candidate Text Messaging Subscription	RECURRING	7/1/2024	6/30/2025	\$1,913.94
Perform Subscription	RECURRING	7/1/2024	6/30/2025	\$30,147.60
Position Import Subscription	RECURRING	7/1/2024	6/30/2025	\$2,083.80
Employee Import Subscription	RECURRING	7/1/2024	6/30/2025	\$2,083.80
New Hire Export (IN) Subscription	RECURRING	7/1/2024	6/30/2025	\$2,778.60
Single Sign On Subscription	RECURRING	7/1/2024	6/30/2025	\$2,049.00
Year 1 TOTAL:				\$64,130.34

Year 2

Service Description	Type	Start Date	End Date	Term Price (USD)
Insight Subscription	RECURRING	7/1/2025	6/30/2026	\$35,171.85
Governmentjobs.com Subscription	RECURRING	7/1/2025	6/30/2026	\$5,206.95
Candidate Text Messaging Subscription	RECURRING	7/1/2025	6/30/2026	\$3,349.40
Perform Subscription	RECURRING	7/1/2025	6/30/2026	\$52,758.30
Position Import Subscription	RECURRING	7/1/2025	6/30/2026	\$3,646.65
Employee Import Subscription	RECURRING	7/1/2025	6/30/2026	\$3,646.65
New Hire Export (IN) Subscription	RECURRING	7/1/2025	6/30/2026	\$4,862.55
Single Sign On Subscription	RECURRING	7/1/2025	6/30/2026	\$3,585.75
Year 2 TOTAL:				\$112,228.10

ORDER TOTAL (USD) : **\$229,595.30**

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

**"Columbia, City of
(SC)"**

NEOGOV

Signature:

Signature:



Print Name:

Print Name:

Alex Chun

Date:

Date:

3/5/2024

APPROVED AS TO FORM


Legal Department City of Columbia, SC

3/1/2024



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve a new Sole Source Contract for Fitness Court Equipment as requested by the Parks & Recreation Department on March 13, 2024. Award to National Fitness Campaign, in an amount not to exceed \$302,400.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with the option to renew for one (1) additional one-year period. This vendor is located in San Francisco, CA.

REQUISITION NO.: R227233

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: General Capital Projects - Fitness Courts Project - Capital Project Costs (4039999-PK909901-658650). The original budget amount is \$302,400.00.

CLEAN WATER 2020?: No

The Columbia Parks and Recreation Department requests approval for Project 4039999-PK909901-658650 (Capital Projects), National Fitness Courts Campaign. The overall project will place fitness courts in four City of Columbia parks, including Finlay Park, Greenview Park, Heathwood Park, and Maxcy Gregg Park. The projects will be completed in a two-year phase. Phase 1 will include a new fitness courts at Finlay Park and Greenview, and Phase 2 will include fitness courts at Heathwood Park and Maxcy Gregg Park. The original budget is \$302,400 for Phase 1, fitness equipment only, and the base bid amount for Phase 1 equipment is \$302,400. The National Fitness Courts Campaign has been selected to complete the scope of work. Installation and associated concrete pads for Phase 1 fitness courts will be procured separately. Phase 2 fitness equipment, installation and associated concrete paths will be procured in the next fiscal year.

The City of Columbia Parks & Recreation Department has received a donation of \$600,000 from Prisma Health and \$120,000 in grants from the National Fitness Courts Campaign to support this overall project. The total projected investment for the City of Columbia for the overall project is \$179,800.

Sec 2-204. (5) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding for the Sole Source Procurements.

ATTACHMENTS:

- **#a:** fitness court sole source quote and contract (Temp) (Converted) (PDF)

Exhibit A

Requisition # _____

JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Parks and Recreation Department Division,

(1)

2024 Fitness Court and National Campaign Resources Equipment.

(2)

as a sole source procurement from National Fitness Campaign LP

(3)

based upon the following justifications The City has been given a private donation

(4)

for specific fitness equipment to be installed for 2 City parks. The donation

is contingent upon the City purchasing the National Fitness Campaign

equipment and will reimbursed in its entirety over a 3-year period.

The Concrete Pads and Installation of the equipment will be competed separately.

This sole source is valid through June 30, 2024

Amount \$ 302,400.00

Parks & Recreation
Department

[Signature]
Signature of Department Head

3/18/2024
Date

Shannon L. Zawolci
Signature of Purchasing Agent

3/18/2024
Date

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

Signature of Finance Director

Date

[Signature]
Signature of Asst. City Manager

3/18/2024
Date

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

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC
3/25/2024

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.



National Fitness Campaign LP | PO Box 2367, San Francisco CA 94126 | info@nfchq.com

August 22, 2022

To Whom it May Concern,

National Fitness Campaign LP is a consulting firm that partners with public and private organizations to impact quality of life through changing the built environment and community wellness practices. The NFC initiative provides design and planning services, a trademarked outdoor infrastructure product, the Fitness Court®, an integrated digital ecosystem, the Fitness Court® mobile app and engagement wall, and integrated public art wall to approved cities, schools, and organizations that apply to receive an NFC partnership and bring the program to their selected site location.

This program is highly specialized, and NFC is the only organization in the world that delivers these elements either individually, or as part of an integrated program. For the reasons listed below, the trademark ownership of the system and infrastructure, and the integrated nature of the initiative including services, products, tools and grant funding, it is approved as a sole source across the United States.

A competitive analysis has been conducted by hundreds of cities and institutions across the country, who have concluded that the products and services have no equal. This group includes cities like Sacramento California and Las Vegas Nevada, and institutions such as Stanford University and The University of Colorado at Boulder, where the Fitness Court® and associated tools and services were successfully sole sourced, evidenced by public documentation and approvals which have been documented widely. Further, the Fitness Court® is trademarked and owned by National Fitness Campaign.

While the integrated nature of the products and services is grounds for sole source by most national standards, there are three primary differentiators that validate the sole source justification of the Fitness Court® and national campaign resources, which are described below. In addition to the below descriptions of these three primary items, an appendix is provided as an attachment to this document that provides graphic aids and further detailed information regarding the differentiation of this program and its associated products and services.

1. Patented Fitness Court® System

- A. Fitness Court® is trademarked and owned by National Fitness Campaign LP.
 - a. As such, this product cannot be procured from any other organization. Any organization seeking to fund and install a Fitness Court® must do so through National Fitness Campaign LP.
 - i. *See Appendix for Trademark Document from the United States Patent and Trademark Office*
- B. The Fitness Court® and each element is manufactured only by National Fitness Campaign LP. It is impossible to not only procure the elements as a system, but individually. Every aspect of the Fitness Court®, including the functional design of all equipment, structural engineering, elements are the property of National Fitness Campaign LP. The individual elements are each named and registered with a unique design and serial number. Because the design of the elements is owned by National Fitness Campaign LP and not licensed to any other organization or distributor, it is not possible to procure them anywhere else.
- C. The Fitness Court® is available only in a single configuration, shown in the



appendix materials. The system includes over 118 unique elements. There is absolutely no variation in the layout of the elements. Elements can not be added or removed. Spacing cannot be altered. Like many integrated products, individual elements can not be procured separately.

- D. The Fitness Court® has a patented training envelope that accommodates more users per square foot than any other system in the world. The Fitness Court® is a comprehensive outdoor circuit training system, laid out in 32'x32' of space, for a total of 1024 sq ft of training area. NFC's patented design is able to support 28 simultaneous users on 30 integrated bodyweight training components, derived from the previously stated 118 elements. This configuration is impossible to re-create in only 1024 square feet without NFC's patented equipment and components due to specific requirements set forth by other manufacturers.
- E. Public Art Mural and Digital Engagement Wall
 - a. Each Fitness Court® is designed as a one-of-a-kind work of art that includes a 32'x5.5' public art mural. The mural is an integral component of the Fitness Court design, and makes each Fitness Court® a one-of-a-kind public art installation.
 - b. Further, the mural can be periodically re-designed and introduced, to create a rotating art mural.
 - i. NFC provides integrated consulting and design services to assist in this process.
 - c. Digital Engagement Wall
 - i. On the opposite side of the mural wall, the Fitness Court includes a custom digital engagement wall.
 - 1. This wall provides digital QR codes and embedded, proprietary information regarding the use of the Fitness Court® and Fitness Court App.
 - 2. This information is unavailable from any other organization because it is the IP of National Fitness Campaign LP.
 - 3. Tracking Fitness Court® usage wouldn't be possible without the built in GPS tracking features available on the Fitness Court® digital engagement wall.
 - d. NFC is unaware of any other outdoor fitness element that provides an integrated art mural of any kind.
 - e. Further, NFC has an in-house art studio that designs, produces, and creates the art and custom graphics that are integrated into each Fitness Court.
 - i. This scope of services for design and production of commercial grade, anti-graffiti laminate vinyl specific to the Fitness Court® is not provided by any other organization as an integrated service.

2. Fitness Court® App and Digital Tracking System

- a. Each Fitness Court® is supported by a mobile app called the Fitness Court® App. All IP, including the app itself are owned by National Fitness Campaign LP. The training resources, world-class workout programs, challenges and data analytics features are only available for Fitness Court® users and site partners.
- b. No other outdoor fitness equipment provides a mobile app with the following four categories of functionality:



- c. Mobile App Primary Features
 - 1. Mark Lauren Training Series
 - a. Mark Lauren is a US Special Operations Trainer and Bestselling Author. He has developed 18 proprietary workout programs specifically for the Fitness Court® system. They are only available on the Fitness Court® App. Mark Lauren has no other programs for outdoor fitness equipment available.
 - 2. Fitness Court® App Live Challenge Feature
 - a. This is a proprietary feature that allows a user to score a 7 station circuit on the Fitness Court® using their mobile device. This feature is not available for any other outdoor fitness product of any kind.
 - 3. Annual Data Analytics Reporting
 - a. Each site partner who builds a Fitness Court® receives an annual data report tracking usage on their Fitness Court®.
 - b. To NFC's knowledge, no other manufacturer of any type of outdoor exercise component provides regular, annual report of key usage metrics using digital, GPS based systems.
 - i. The Report is provided by NFC, and includes annual demographic data, user age ranges, Fitness Court app downloads and other important information.
 - ii. This information is generated by NFC's proprietary GPS based data analytics services for each Fitness Court® in America.
 - c. See appendix for sample annual user data report.
 - d. See appendix for additional information regarding the Fitness Court® App.

3. National Grant Funding

- a. National Fitness Campaign LP builds and maintains a National Grant Fund, supported each year by sponsors and partners of the campaign. This funding takes tremendous effort to build, and it is provided by National Fitness Campaign and partners and sponsors to support the mission of making wellness infrastructure free and accessible across America in partnership with leading cities, schools and organizations.
- b. For 2023, National Campaign sponsors include:
 - i. The Keith Haring Fitness Court® Signature Series Collection
 - ii. Engineered Installation Solutions
 - iii. Regupol America
 - iv. USA Shade and Fabric Structures
 - v. Badger Sport
- c. To procure a Fitness Court®, an organization must complete a formal application and be approved for funding and participation. Each partner organization that succeeds in submitting a successful application is eligible to receive a Grant Award which is deducted from the funds required for the NFC program from sponsors of the National Fitness Campaign.



- d. This funding is administered in the preferred method of receipt for each partner organization. Methods include a credit on final invoices for remaining funding, and direct grant disbursements provided by National Fitness Campaign.
- e. This funding is available for a limited number of partners in each state on an annual basis, and is awarded based on merit of application from a qualified site partner, including the requirement for the Fitness Court to build in a publicly accessible location.
- f. For more information, see: <https://nationalfitnesscampaign.com/grants>

No other vendor, distributor or organization makes these materials available for procurement by any city, school, or organization. They must be acquired from National Fitness Campaign LP. If you have further questions regarding this sole source letter or require additional information, please contact us per the information provided on this letterhead.

Sincerely,

Mitch Menaged, *Founder and Director*
National Fitness Campaign LP



National Grant Funding

National Fitness Campaign is a quality of life consulting firm builds and maintains a National Grant Fund, supported each year by sponsors and partners of the campaign. This funding takes tremendous effort to build, and it is provided by National Fitness Campaign and its sponsors to support the mission of making wellness infrastructure free and accessible across America in partnership with leading cities, schools and organizations. Distributions from this Grant Fund are provided directly to cities, schools, and organizations who qualify for, and are approved to become, campaign partners.

For the 2023 Campaign, National Campaign sponsors include:

1. The Keith Haring Fitness Court® Signature Series Collection in partnership with Artestar and the Keith Haring Foundation
2. Engineered Installation Solutions
3. Regupol America
4. USA Shade and Fabric Structures
5. Badger Sport

Additional state and regional sponsors are now joining the campaign, as well as state recreation agencies and other partners. Sponsor funding and grant distribution varies per state and location, based on participating partners and the presence of campaign sponsors and partners within that region. Funding distributions can vary annually based on these factors, and the overall size of NFC's National Grant Fund.

Participating as a partner in the National Fitness Campaign

To become a partner in the NFC program and bring a Fitness Court® and associated services to a location, an organization must engage in a qualification and feasibility process, and be approved to complete a formal application and be approved for funding and participation.

NFC's feasibility and qualification process is led by consultants that assist eligible cities and schools in determining if they are qualified for participation. Limited funding exists on an annual basis for partners to participate based on NFC grant maximums established for America and each of the fifty states.

Each partner organization that succeeds in submitting a successful application and is approved by the NFC Grant Committee is eligible to receive a Grant Award which is deducted from the funds required for the NFC program from sponsors of the National Fitness Campaign.

This funding is administered in the preferred method of receipt for each partner organization. Methods include a credit on final invoices for remaining funding, and direct grant disbursements provided by National Fitness Campaign.

For more information, see: <https://nationalfitnesscampaign.com/grants>

**SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT**

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

1. Scope and Schedule of Purchase. The Seller will provide the goods and/or services described in Exhibit B, attached hereto. The description of goods and/or services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and/or services under this AGREEMENT. The Seller shall be responsible for any costs relating to the same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2024. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions. **By signing this agreement, Seller agrees that notwithstanding Seller's Standard or Specific Terms and Conditions providing otherwise, the City will NOT indemnify, pay attorney's fees or agree to choice of law provisions calling for suit outside the State of South Carolina.**

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Three Hundred Two Thousand Four Hundred Dollars 00/100, (\$302,400.00)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

☐ Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

☒ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ WORKERS COMPENSATION INSURANCE: Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Seller shall

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

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

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

☐ **AUTOMOBILE LIABILITY INSURANCE:** Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Seller and any subcontractor of the Seller providing any goods and/or services under this AGREEMENT and this insurance shall remain in effect throughout the term of this AGREEMENT, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion.

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

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

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

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

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

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

14. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

15. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

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

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

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

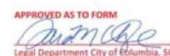
CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

Witness: _____

Title: City Manager

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 3/25/2024

Date: _____

National Fitness Campaign (NFC)

By: _____

By: _____

Witness: _____

Title: _____

Date: _____

Exhibit B



QUOTE

National Fitness Campaign LPFor all questions regarding this quote, contact: info@nfchq.com

Created Date 3/14/2024
 Expiration Date 4/10/2024
 Quote Number 00001125
 Bill To Name Columbia, SC
 Bill To 1737 Main Street
 Columbia, PO Box 147 29217
 US

Description	Quantity	Total Price
2024 - Fitness Court® and National Campaign Resources	2.00	\$320,000.00
NFC National Grant Funding Award	2.00	-\$60,000.00
NFC Design Studio Art	2.00	\$20,000.00
Shipping & Handling	1.00	\$0.00

Tax % 8.0000%
 Tax \$22,400.00
 Grand Total \$302,400.00

Terms

1. PAYMENT TERMS

Purchaser will pay Seller 100% of the Purchase Price upon shipment of the Fitness Court. Purchaser is responsible for payment of shipping costs, including packing, insurance and freight. These payment terms will apply unless other approved payment terms have been agreed to by both parties. Overdue Invoices will be subject to 2% interest charge per month.

2. TAX EXEMPTION

This quoted total is based upon Purchaser's tax-exempt status, for which verifying documentation must be provided to the Seller. If the Purchaser is not tax-exempt, sales tax will be applied before Purchase Price is considered final or binding.

3. STANDARD WARRANTY AND TERMS

NFC standard warranty and terms apply. See nationalfitnesscampaign.com/warranty for details.

4. PURCHASER OBLIGATIONS / TERMS AND CONDITIONS

Purchaser acknowledges upon receipt of the Fitness Court that they are responsible for the following items concerning the purchase of the Fitness Court which includes Design, Activation, and Campaign Resources:

- Purchaser is responsible for providing storage of the Fitness Court with insured protection, including liability, theft, or damage.
- A safe and environmentally controlled storage environment is required to store the tile adhesive. Store tile adhesive at temperatures between 50°F (10°C) and 100°F (38°C).
- NFC is not responsible for damage after receipt of goods by the Purchaser.
- Purchaser is responsible for (under a separate agreement) providing installation of the concrete slab footing, applicable ADA Access, Pour In Place or Tile Flooring installation, and Fitness Court installation per the NFC Installation Manual, adhesive manufacturers recommendations, and local safety, permitting, building, and planning code requirements.
- Assembly Completion Certificate submission to NFC is required within 15 days of Fitness Court Installation.
- A safe and environmentally controlled storage environment is required to store digital print graphics.
- NFC shall not be responsible for work performed by others.
- Purchaser to provide all on-site maintenance, safety, and security.
- Purchaser shall not allow any use of Fitness Court until all Graphics are installed.
- Purchaser understands that the use of exercise equipment incurs risks that are voluntarily entered into. Terms of Use of the Fitness Court by the public located at the purchaser's site shall be governed by the Purchaser in addition to the NFC minimum guidelines.
- Purchaser must maintain graphics and posted safety rules and regulations.
- Purchaser shall be responsible for site selection and all inherent risks associated with the choice of site selection, including risk to the general public.
- Purchaser acknowledges that all sponsors providing funding for the Fitness Court shall not be held liable for any risk associated with the installation of or use of the Fitness Court.
- Purchaser acknowledges that all product defects shall be covered by the contract manufacturer of the Fitness Court and all defects related to the installation of the Fitness Court shall be covered by the installer hired by the purchaser.
- Purchaser accepts risks and requirements as outlined in the approved Grant Funding Application as applicable.
- If the Purchaser is not the legal Land Owner, then they are required to ensure that the Land Owner is aware of and willing to abide by all Obligations / Terms and Conditions. Otherwise, they shall be responsible for these obligations, including Terms of Use. The same obligations and liabilities shall exist if the Fitness Court, which includes Design, Activation, and Campaign Resources, is sold, acquired, assumed, transferred, or gifted to another party. The new party must be aware of and willing to abide by all Obligations / Terms and Conditions herein or they will retain responsibility.



QUOTE

National Fitness Campaign LP

For all questions regarding this quote, contact: info@nfchq.com

Created Date	3/14/2024
Expiration Date	4/10/2024
Quote Number	00001125
Bill To Name	Columbia, SC
Bill To	1737 Main Street Columbia, PO Box 147 29217 US

5. PURCHASER ACKNOWLEDGMENTS

Purchaser acknowledges and accepts upon receipt of Fitness Court all terms and conditions as described above, including Payment Terms, Terms of Tax Exempt Status, NFC Standard Warranty & Terms, Warranty Disclaimers, and Purchaser Obligations.



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Purchase of a Forklift, as requested by the Fleet Services Division on February 20, 2024. Award to Atlantic Forklift Services LLC, using the Sourcewell Cooperative Contract in the amount of \$78,557.81. This vendor is located in Charlotte, NC.

REQUISITION NO.: R226911

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Equipment Services-Machinery and Equipment-Capital (6308971-658300). The original budget amount is \$78,557.81.

CLEAN WATER 2020?: No

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

ATTACHMENTS:

- **#a:** March 21st Council Memo- Fleet Requests (DOCX)
- **#b:** Sourcewell quote (PDF)
- **#c:** Atlantic Forklift Services (PDF)



We Are Columbia

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

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

DATE: March 21, 2024

SUBJECT: Recommendation for Approval for Purchase of vehicle equipment for the Fleet Services Division, as requested by the Fleet Services Division.

The Department of Procurement of Contracts, in coordination with the General Services Department, respectfully requests your review and approval of the purchase of vehicle equipment for the Fleet Services Division.

Item	Vehicle	Department	Price	Funding Source
a.	1 – Doosan Diesel 12,000 lb. Capacity Pneumatic Tire Forklift	Columbia Fleet Services Division	\$78,557.81	Department Capital Columbia Fleet Services Division FY 2023-2024
Total Amount: \$78,557.81				

This purchase utilizes Sourcewell cooperative purchase agreement for vehicle and equipment. Items (a) is a vehicle that is a capital replacement and funded from the department's operating budget capital for FY23/24.

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

Doosan Industrial

Forklifts, material-handling equipment, and support

#091520-DIV
Maturity Date: 10/26/2024
Website: doosanlift.com/sourcewell

Products & Services

Products & Services

Sourcewell contract 091520-DIV gives access to the following types of goods and services:

- 3,000-55,000 lb. forklifts
- Electric, LPG, diesel, & dual fuel
- Pneumatic & cushion tires
- Full maintenance plans
- Warranty care options
- Extensive parts catalog
- Doosan Connect telematics
- Fleet management
- Non-marking pneumatic
- E Connect battery monitoring
- Guardian Stability System (GSS)
- Lithium & lead-acid batteries

Register for an account

Simply complete the [online application](#) or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

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TO : City of Columbia SC - Fleet Services
2910 Colonial Drive
Columbia, SC 29203
SOURCEWELL 66248

Attention : Billy Bowers

Date : 2/8/2024

Quotation : GC 01653

Prepared By : Dave Griffith

FOB: Delivered

Lead Time: 4 – 6 Weeks

Quote Valid for 30 Days



We are pleased to submit the following quotation for your consideration

(1) Bobcat Forklifts D55C-9 Doosan Diesel 12,000 lb. Capacity, I. C. Pneumatic Tire Forklift

Configured Options

UL Rating	UL Rated Type D
Brakes	Oil-Cooled Disc Brakes
Drive Tires	Solid Soft Ride Dual Drive 7.50x16
Steer Tires	Solid Soft Ride 7.00x12
Mast	3-Stage Full Free Triple Wide View MFH 180" OAL 92" FFH 54"
Tilt Cylinders	8° Forward / 8° Back
Sideshifter	Integral Sideshifting Fork Positioner 51" Wide - Class IV
Carriage	Included with Integral Attachment
Forks	Hook Type - Pallet - 2.4" x 6" x 71"
Load Backrest	Included with Fork Positioner
Overhead Guard	91.7" High
Display	5" Display
Hydraulic Lines	4-Way For Sideshifting Fork Positioner
Hydraulic Control Valve	4 Section with 4 Levers
Seat	Vinyl Suspension Seat with Hip Restraint
Direction Control	Steering Column Directional Control
Grab Bar	Rear Grab Bar with Horn
Warning Device	Back-Up Alarm (Outside Mount)
Front Work Lights	(2) Front Flood Lights - LED
Rear Work Lights	(1) Rear Flood Light - LED
Radiator	Standard Heavy Duty Radiator
Exhaust System	Standard Vertical Muffler
Side Panels	Standard Side Panels
Fuel Cap	Fuel Cap without Key
Warranty	Bobcat Assurance - Standard 2 Year / 3,000 Hour, Powertrain 3 Year / 6,000 Hour, OCDB 5 Year / 10,000 Hour

Standard Equipment

Doosan 4 Cylinder 3.4L DM03V Tier 4 Final Diesel Engine
 Power Shift Transmission
 Power Steering
 Electrical Fuel Shut-off
 Anti-restart Ignition Key Switch
 Electronic Park Brake
 Tilt Steering Wheel
 Dual Element Air Cleaner and Rain Cap
 Counterweight
 12V Power Jack and USB Port
 Guardian Stability System
 Heated Secondary Fuel Filter

Total Equipment And Accessories

Price :	\$ 70,838.71
Delivery Charge:	\$ 950.00
Total Price :	\$ 71,788.71

Proposal Authorization:

Signed and accepted on behalf of:
 City of Columbia SC - Fleet Services

Signed and accepted on behalf of:
 Atlantic Forklift Services

 Signature

 Signature

 Printed Name

 Printed Name

 Title

 Title

 Date

 Date



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Construction Contract for the Fleet Services Emergency Generator, as requested by Support Services on October 25, 2023. Award to Metro Dwellings, LLC in an amount not to exceed \$948,365.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date of December 31, 2024. This contractor is located in Blythewood, SC.

REQUISITION NO.: R227380

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Community Development Block Grant Mitigation Grant (CDBG-MIT). General Capital Projects - Critical Facility Generator - Capital Project Costs (4039999-CP009201-658650). The original budget amount is \$950,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Metro-Dwellings, a Minority Business Enterprise (MBE), is the prime and will provide general construction services at 21.65% (\$186,650.00) of the total contract amount.

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

Generator Power Systems, a MBE, located in Columbia, SC, will provide generator services at 51.91% (\$447,500.00) of the total contract amount.

Diamond Electrical Services, LLC, located in Irmo, SC, will provide electrical services at 26.44 % (\$228,000.00) of the total contract amount.

There was one (1) responsive and responsible bid received for this project under BID023-23-24-KDD-CDBGMIT Fleet Services Emergency Generator.

Base Bid	\$862,150.00
Contingency (10%)	\$86,215.00
Total	\$948,365.00

ATTACHMENTS:

- **#a:** MTMemo.BID023-23-24-KDD-CDBGMIT.FleetServicesGenerator (PDF)
- **#b:** Final.Contract.MetroDwellings.BID023-23-24-KDD-CDBGMIT (PDF)



We Are Columbia

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

FROM: Ms. Melissa Gentry, PE, Assistant City Manager - Development

DATE: April 2, 2024

Subject: Recommendation for Approval - Construction Contract Metro Dwellings, LLC
CDBG-MIT Fleet Services Project

The Department of Procurement and Contracts in coordination with Special Services respectfully request your review and approval of the Construction Contract with Metro Dwellings, LLC to provide funding for a new generator for the Fleet Services Facility. The amount of this contract is \$862,150.00 with a contingency of \$86,215.00 for a total contract amount of \$948,365.00.

In the City of Columbia's CDBG-MIT Action Plan, the provision of back up generation for critical facilities was identified as a high priority. This project includes the installation of a new 1200-amp diesel exterior mounted generator and transfer switch to serve as emergency support for the Fleet Services facility in the event of a power outage.

The Fleet Services Facility, 2910 Colonial Drive in Columbia, serves as the service center and fueling station for the City's fleet of rolling stock, including police vehicles and fire trucks. If the Fleet Services Facility loses power, there are currently life safety measures in place to assist citizens and staff to evacuate the building; however, the critical functions housed in the building and fueling station cannot be continued. This results in an interruption of important functions. The installation of a permanent backup generator will enable the Fleet Services staff to ensure continuity of services should a loss of power occur.

This project is funded through the Community Development Block Grant – Mitigation Program. The following chart reflects the breakdown of the City's CDBG-MIT allocation of \$18,585,000.

Category	Allocation*
Administration	\$ 929,250.00
Planning	\$ 405,750.00
Fleet Services Generator	\$ 1,101,000.00
Head Gates	\$ 5,849,000.00
Olympia	\$ 10,300,000.00
	\$ 18,585,000.00

* allocation reflects approval of proposed Substantial Amendment #2, which is in process

CONTRACT

City of Columbia, South Carolina

CIP #: N/A

Name of Project: Fleet Services Emergency Generator

Bid #: BID023-23-24-KDD-CDBGMIT

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Metro-Dwellings, LLC** with legal address and principal place of business at **11031 Wilson Boulevard, Blythwood, SC 29016**, 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 **GMK Associates, Inc.**.

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 December 31, 2024. The term of the agreement includes the option to renew or continue with work for one (1) additional one (1) year period at the mutual pleasure of both parties.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Eight Hundred Sixty-Two Thousand, One Hundred Fifty-One Dollars and Zero Cents (\$862,150.00)**. This Contract also provides for an additional contingency in the amount of **Eighty Six Thousand, Two Hundred Fifteen Dollars and Zero Cents (\$86,215.00)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

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 beyond the date set for substantial completion and **Zero Dollars (\$0.00)** per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

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

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

ARTICLE 8. ASSURANCE.

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Bidders Response including Bid Form.

9.2.3 This Contract.

9.2.4 Performance and Payment Bonds.

9.2.5 Exhibit - Schedule

9.2.6 Exhibit – Federal Guidelines for Contracting and Federal Fair Labor Standards.

9.2.7 Exhibit – Davis-Bacon Wage Determination

9.2.8 Emergency Generator Plans.

9.2.9 Emergency Generator Specifications.

9.2.10 Addenda numbers 1 to 4, inclusive.

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

ARTICLE 10. TERMINATION.

- 10.1 Due to Unavailability of Funds - Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.
- 10.2 Cause - The Contractor fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency.
- 10.3 Convenience - The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.
- 10.4 Force Majeure - Neither the City nor the contractor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the City and the contractor, and without the fault or negligence of either of them.

ARTICLE 11. Insurance

- 11.1 The Contractor shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance or this Contract, to adequately protect the Owner from any claims or damages, including bodily injury or death, which may arise from them during operations under this Contract.
- 11.2 The insurance requirements set forth in this Contract are established to provide assurance that as a minimum the Contractor shall perform the indemnification required by paragraph 31.0 et.seq.

11.3 All insurance required shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be in excess of insurance provided by the Contractor and shall not contribute to it.

11.4 Insurance shall be obtained for not less than the limits of liability as specified in these instructions.

11.5 The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be the same as provided in these instructions for the Contractor.

11.6 Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits unless minimum thirty (30) days prior written notice is given with the exception of (10) days prior written notice for nonpayment of premiums only, by certified mail, return receipt requested, has been given to the City.

- A. Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract, Worker's Compensation Insurance for all of the employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. The Contractor shall not permit any person who is not protected by Worker's Compensation Insurance or a properly approved self-insured Worker's Compensation Program to perform any activity related to this contract.
- B. Liability Insurance: The Contractor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The City of Columbia shall be specifically covered as an insured in all liability policies obtained in compliance with the provisions of this paragraph. The amount of such insurance shall be as follows:
- C. Commercial General Liability Insurance: Coverage at least as broad as Insurance Service Office Form CG 00 01 11 85 in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage.
- D. Automobile Liability Insurance: \$500,000.00 combined single limit per accident for bodily injury and property damage.
- E. Excess Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the Owner as an additional insured in an amount not less than \$2,000,000.00 for bodily injury, personal injury, property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the Insurance Services Office Form applicable to such policy.)
- F. Builder's Risk Insurance: For the full contract price with the Owner as an insured and the Contractor as an additional insured.
- G. Flood Insurance: The Contractor is required to carry, during the construction period, flood insurance for projects located in designated flood hazard areas in which the Federal Flood Insurance is available.
- H. Proof of Coverage of Insurance: The Contractor shall furnish the Owner with a certificate showing satisfactory proof of carriage of the insurance required and such insurance shall be approved by the Owner prior to commencing work on his contract nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- I. Special Hazards - The Contractor's and his subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards: Use of explosives, excavation, shoring and electrical hazards.

Article 12. MISCELLANEOUS.

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

12.2 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.

12.3 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.

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

12.5 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.

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

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

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 3/15/2024

Attest

Address for giving notices:

Department of Procurements 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.

CDBGMIT Fleet Services Emergency Generator

Metro-Dwelling, LLC

Project Lead	Kevin Gilles
Project Start:	Mon, 5/6/2024
Today:	Thu, 3/14/2024
Display Week:	

Project Start: Today:	Mon, 5/6/2024		Owner	Predecessors	Status	Progress	Start	End	Days	#NAME?							#NAME?							#NAME?							#NAME?																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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EXHIBIT - Federal Guidelines for Contracting and Federal Labor Standards

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

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

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

1. RELIGIOUS ACTIVITIES - 24 CFR 570.200 (j)

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

2. POLITICAL ACTIVITIES - 24 CFR 570.207

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

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

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

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

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

4. GENERAL-24 CFR 570.600

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

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

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

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

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

7. SECTION 3

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

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

C. The contractor agrees to include this Section 3 language in every subcontract subject to compliance with HUD 24 CFR Part 75 regulation, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 language, upon a finding that the subcontractor is in violation of HUD 24 CFR Part 75 regulation or City of Columbia Community Development policy and guidelines. The contractor will not subcontract with any subcontractor where the contractor has, or could be reasonably expected to have had, notice or knowledge that the subcontractor has been found in violation of HUD 24 CFR Part 75 regulation.

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

For more information:

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

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

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

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

- a) Overtime requirements. No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any sub-contractor responsible therefor shall be

liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

- c) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- d) Subcontracts. The contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier sub-contractor with the clauses set forth in paragraphs (A) through (D) of this section.

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

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

10. BUILD AMERICA, BUY AMERICA (BABA)

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

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

For purpose of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured projects mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. ENVIRONMENTAL STANDARDS - 24 CFR 570.604

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

12. NATIONAL FLOOD INSURANCE PROGRAM - 24 CFR 570.605

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

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

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

14. EMPLOYMENT AND CONTRACTING OPPORTUNITIES - 24 CFR 570.607

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

15. LEAD-BASED PAINT - 24 CFR 570.608

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

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

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

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

Execution of the Contract is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C in addition to

remedies available to the State of South Carolina Emergency Management Division and the City of Columbia. The Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

16. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL FUNDS - 2 CFR PART 200

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

17. CONFLICT OF INTEREST - 24 CFR 570.611

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

18. LIMITED ENGLISH PROFICIENCY (LEP)

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

19. DRUG-FREE WORKPLACE

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

20. ANTI-LOBBYING

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

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

21. AMERICANS WITH DISABILITIES ACT

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

22. ACCESS TO RECORDS

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

1. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Agreement that are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his/her authorized representative(s) access to information pertaining to the work being completed under the Contract/Agreement.

23. CONFIDENTIALITY

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

24. INTEREST OF CONTRACTOR

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

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

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

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

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

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

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

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

This contract is subject to Contract Disputes.

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

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

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

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

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

- c) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

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

The Contracting Officer's decision shall be final unless the Contractor appeals.

If the claim by the Contractor is submitted to the Contracting Officer or a claim by the City is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

The City shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment.

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

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

27. DISPUTES

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

28. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

- a) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, or national origin.
- b) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

union or workers' representatives of the Contractor's commitments under this section, and shall post the notice in conspicuous places available to employees and applicants for employment.

- c) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- d) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- e) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- f) The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor.
- g) The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

29. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

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

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

30. USE OF RECOVERED MATERIALS

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

31. OVERSIGHT - 2CFR 200.318(b)

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

32. SYSTEM FOR AWARD MANAGEMENT (SAM)

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

from the date of initial registration or subsequent updates its information in the SAM database to ensure current, accurate and complete.

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

If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to: Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

33. DHS SEAL, LOGO, AND FLAGS

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

34. RIGHTS TO INVENTIONS

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

Federal Labor Standards Provisions

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

Applicability

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

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

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

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

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

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

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

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

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

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

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

The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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

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

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's

social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission

to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

ref. Handbook 1344.1

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

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

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

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

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

4. Apprentices and Trainees.

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

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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

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

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

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

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

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

"General Decision Number: SC20240028 01/05/2024

Superseded General Decision Number: SC20230028

State: South Carolina

Construction Type: Building

County: Richland County in South Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

ELEC0776-002 03/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 28.84	8.97+12%

Work more than 40 ft. above the ground on or from swinging scaffolds, boson chairs, or raw structural steel: \$1.00 per hour additional.

PLUM0421-005 07/01/2023

	Rates	Fringes
PIPEFITTER.....	\$ 33.96	13.48

SUSC2011-024 08/31/2011

	Rates	Fringes
BRICKLAYER.....	\$ 18.00	0.00
CARPENTER (Drywall Hanging Only).....	\$ 16.32 **	1.50
CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 16.32 **	3.83
CEMENT MASON/CONCRETE FINISHER...	\$ 15.29 **	0.00
FORM WORKER.....	\$ 13.83 **	4.69
GLAZIER.....	\$ 18.74	0.00
HVAC MECHANIC (HVAC Duct Installation Only).....	\$ 19.71	1.93
LABORER: Common or General.....	\$ 10.73 **	0.00
LABORER: Landscape.....	\$ 9.45 **	0.49
LABORER: Mason Tender-Brick/Concrete/Cement/S tone.....	\$ 11.00 **	0.00
LABORER: Pipelayer.....	\$ 14.69 **	2.08
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.81 **	2.67
OPERATOR: Bulldozer.....	\$ 17.07 **	2.65
OPERATOR: Crane.....	\$ 19.39	2.02
OPERATOR: Grader/Blade.....	\$ 17.50	1.78
OPERATOR: Loader.....	\$ 14.18 **	1.99
PAINTER: Brush, Roller and Spray.....	\$ 12.24 **	0.00
PLUMBER.....	\$ 16.86 **	1.02
ROOFER.....	\$ 12.21 **	0.00

TRUCK DRIVER.....\$ 14.05 ** 3.18

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for

the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Contract Amendment #6 for Project SS733701; East Rocky Branch Improvements Phase I, as requested by Columbia Water on February 8, 2024. Award to Brown and Caldwell, in an amount not to exceed \$225,850.00. The current term of the contract ends on June 30, 2024 and this amendment extends the contract to December 31, 2026. This firm is located in Columbia, SC.

REQUISITION NO.: R172994

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects – East Rocky Branch Phase I - Capital Project Costs (5529999-SS733701-658650). The current budget amount is \$1,427,535.00. The budget amount for this amendment is \$225,850.00. The total revised budget amount is \$1,653,385.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Built Infrastructure

PURPOSE:

This is a Clean Water 2020 Program project and a Mentor Protégé Program project. Brown and Caldwell is the mentor and will provide revisions at the USC Band field, realignment of the Rocky Branch line from Main to Catawba, realignment at the Biomass Facility parking area, and other miscellaneous design modifications. This will include review, design, bidding, and construction services at 62.84% (\$141,913.00) of the amendment amount.

4D Engineering, a Minority Business Enterprise (W) located in Lexington, SC, is the protégé and will provide final design assistance, permit updates, and assistance with construction administration and inspection services at 14.34% (\$32,387.00) of the amendment amount, with overall project participation at 20.00%.

The following subconsultants will provide additional services:

Environmental Permitting Consultant located in Columbia, SC, will provide assistance with permitting services at 2.44% (\$5,500.00) of the amendment amount.

Schnabel Engineering located in West Columbia, SC, will provide assistance in final design services at 20.38% (\$46,050.00) of the amendment amount.

Contract Amendment #6 is requested to provide funding for changes to the project since the 90% design submittal in 2020 and to compensate for inflation during delay of the project from 2015 to present.

ATTACHMENTS:

- **#a:** SS733701 CA#6 Recommendation for Approval Memo_ East Rocky Branch Imp. Ph. I (PDF)
- **#b:** PO Mod SS733701 East Rocky Branch CA#6 (PDF)
- **#c:** CA 6 SS733701 East Rocky Branch Imp Ph I Brown and Caldwell(PDF)
- **#d:** SS733701 MPP IPA CA#6 _Fully Executed OBO Aprvd. (PDF)
- **#e:** SS733701 B & C _Cost CA#6 _v3 (PDF)
- **#f:** SS733701 Location Map (PDF)



We Are Columbia

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

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: April 2, 2024

Subject: Recommendation for Approval
Amendment No. 6 – Brown and Caldwell
SS733701 – East Rocky Branch Improvements Phase 1

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Contract Amendment No. 6 with Brown and Caldwell to provide funding for changes to the project since the 90% design submittal in 2020 and to compensate for inflation during delay of the project from 2015 to present. The amount of Contract Amendment No. 6 is \$225,850.00.

The purpose of this project is to provide engineering design, permitting services, and engineering services during bidding and construction. Since the 90% design submittal in 2020, several necessary design changes were identified by the City to accommodate development, adjacent projects, and easement acquisition. This included revisions at the USC Band field and other transportation/parking realignments. Construction time was subsequently extended by six months, and thus a time extension for engineering services during construction is also requested. Since the original engineering services cost calculations in 2015, inflation has been substantial. Due to unanticipated project delays since that time, a corresponding increase for services not already performed is also requested.

This Project is a Clean Water 2020 project with Consent Decree clauses with no Liquidated Damages.

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

Contract Amendment #6**SS7337 East Rocky Branch Improvements Phase I
Brown & Caldwell****March 11, 2024**

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Brown & Caldwell (Engineer) executed February 16, 2016 (Agreement) to provide funding for engineering services during construction and permit renewal efforts. This amendment will also extend the Agreement from July 1, 2024 to December 31, 2026.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term from February 16, 2016 to June 30, 2019; Purchase Order# P156842):	\$1,397,000.00
Contract Amendment #1 (Funding Increase; Purchase Order# P156842):	\$27,400.00
Contract Amendment #2 (Funding Increase; Purchase Order# P156842):	\$3,135.00
Contract Amendment #3 (Time Extension from June 30, 2019 to June 30, 2020; Purchase Order# P156842):	\$00.00
Contract Amendment #4 (Time Extension from July 1, 2020 to June 30, 2022; Purchase Order# P156842):	\$00.00
Contract Amendment #5 (Time Extension from July 1, 2022 to June 30, 2024; Purchase Order# P156842):	\$00.00
Current Contract Amount:	1,427,535.00
This Contract Amendment #6 (Funding Increase; Time Extension from July 1, 2024 to December 31, 2026; Purchase Order# P156842):	\$225,850.00
Revised Contract Amount:	1,653,385.00

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

Brown & Caldwell

City of Columbia

Office of the City Manager

James F. Mazzei, Project Manager

Print Name

Teresa Wilson, City Manager


Signature

Signature

3/20/2024

Date

Date

Witness

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

3/19/2024

OBO MPP Change Order/Amendment Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment are required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors/Subconsultants Amount	Subcontractors/Subconsultants Percentage
Original Contract:	\$1,397,000.00	\$ 892,110.00	63.9%	\$310,190.00	22.2%	\$194,700.00	13.9%
CO# 1:	\$27,400.00	\$(3,800.00)	0%	\$(11,900.00)	0%	\$ 43,100.00	100.0%
CO# 2:	\$3,135.00	\$ 0	0%	\$0.00	0%	\$ 3,135.00	100.0%
CO# 3:	\$0.00	\$ 0	0%	\$0.00	0%	\$0.00	0.0%
CO# 4:	\$0.00	\$ 0	0%	\$0.00	0%	\$0.00	0.0%
CO# 5:	\$0.00	\$ 0	0%	\$0.00	0%	\$0.00	0.0%
This Change Order: (Increase)	\$225,850.00	\$ 141,913.00	62.84%	\$32,387.00	14.34%	\$ 51,550.00	22.82%
Revised Contract:	\$ 1,653,385.00	\$ 1,030,223	62.31%	\$330,677.00	20.00%	\$292,485.00	17.69%

MPP Project #/Name: SS733701 East Rocky Branch Improvements Ph1

Change Order #: 06 (Ex: 01, 02)

Change Order/Amendment Amount: \$ 225,850.00

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

Reference attached CA#6. Project has been on hold since 2017, awaiting construction of an adjacent phase. This amendment addresses re-design and permitting efforts, along with additional construction administration and inflation.

Change Order/Amendment Type:

1. ☒ **Time Extension – New End Date:** December 31, 2026 (Please sign & return form if no cost)
2. ☐ **Change of Subcontractor:** _____ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

3. ☒ **Funding Increase – Amount** (Please continue on to questions 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:** \$ 32,387.00
- **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

Task 500: Final design to incorporate changes to the project area over the past 6 years.
Task 600: Update permits.
Task 800: Construction administration and inspection.

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

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 *James F. Mazzei* (Mentor Firm) this 5th day of January 2024.

By: James F. Mazzei Title: Project Manager

Firm Name: Brown and Caldwell

EXECUTED by *Justin Waring* (Protégé Firm) this 5th day of January 2024.

By: Justin Waring Title: Project Manager

Firm Name: 4D Engineering

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase contract amendment. The original project contract amount was \$1,397,000.00. The original amount received by the protégé was \$310,190.00, or 22.2% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment is \$1,653,385.00. The protégé will receive \$330,677.00.00 or 20.00% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this
12th day of January, 2024.

By: *LaTonya B Germany* Title: Program Compliance Specialist

*This information is only required if the amendment is greater than \$50,000, and the amendment must be approved by the City Council.

T: 803.873.9701



December 15, 2023

Contract Amendment 6

John Riggs, P.E.
Deputy Director of Major Capital Projects
Columbia Water, Dept of Engineering
P.O. Box 147
Columbia, SC 29217

CIP # SS733701
BC # 148988

Subject: SS733701 East Rocky Branch Improvements Phase 1 Cost Change Amendment

Dear Mr. Riggs,

The purpose of this amendment is to address the changes to the project design between the 90% design submittal, delivered in July 2020. Over the past 3 years, several changes to the design were made to accommodate development, adjacent projects, and easement acquisition. Some of those changes include:

- Revisions at the USC Band field
- Realignment at Rocky Branch, specifically Main to Catawba, and Biomass Facility parking area
- Miscellaneous design modifications

Additionally, due the 8 years of inflation between July 1, 2015 and present day, we request an adjustment to our fee for work not started; Task 700, Bidding and Award, Task 800, Engineering Services During Construction, Task 1000, Project Closeout. The hourly billing rates dated July 1, 2015, should be adjusted for 2023 – 2025 (the anticipated construction period). The Consumer Price Index (<https://www.bls.gov>) calculates the inflation between 2015 and 2023 at 27%. Additionally, the expected contract end date is now 2026. As such we request an additional 3% for anticipated escalation. Therefore the total increase for tasks not started is 30%.

Therefore, we request the scope of services to be modified as follows:

I. SCOPE ADDITION/DELETION

Task 500 – Final Design

To revise the current plan set and advance the contract documents to 100%, we estimate the following effort:

- Chief Engineer – 20 hrs
- Managing Engineer – 4 hrs
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- Admin Support (Specs) – 8 hrs
- 4D Engineering - \$5,150.00
- Schnabel Engineering - \$15,000.00

The total hours added to Task 500 is 128 and will increase the Task 500 budget by \$44,210.00.

Task 600 – Permits and Property

The permits for this project will need to be revisited and updated/renewed. The current status of permits is as follows:

- City MS4 Stormwater approval – received 10-13-20, good for 5 years (10-13-25) (this will need to be extended during construction)
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BC and its subconsultants will update permits as needed and prepare permit extensions or resubmittals for the aforementioned. The effort associated with this task is as follows:

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- Environmental Permitting Consultants - \$5,500.00

The total hours added to Task 600 is 40 and will increase the Task 500 budget by \$18,940.00.

Task 700 – Bidding and Award

The budget for Task 700 will be increased 30% to account for inflation and future escalation. The current budget is \$30,500.00, therefore the increase to the budget is \$9,150.00.

Task 800 – Engineering Services During Construction

The construction timeline is extended 6 months from 15 month of active construction (18 months total) to 21 months of active construction (24 months total). A pro-rata proportion of the contract budget (25%) will be added to account for the additional construction period.

The budget for Task 800 will be increased by 30% to account for inflation and future escalation.

The current budget for Task 800 is \$265,000.00. The 25% increase for time will increase the budget by \$66,250.00, and the 30% increase for inflation will increase the overall fee by \$79,500.00.

Task 1000 – Project Closeout

The budget for Task 1000 will be increased 30% to account for inflation and future escalation. The current budget is \$26,000.00, therefore the increase to the budget is \$7,800.00.

I. COMPENSATION

The following additions to the SS733701 contract budget are recommended by Brown and Caldwell for this proposed amendment:

- Task 500: \$44,210.00
- Task 600: \$18,940.00
- Task 700: \$9,150.00
- Task 800: \$145,750.00
- Task 1000: \$7,800.00

The new contract values based on the above recommended changes are presented below:

Task Number	1. Task Title	Original Contract	Previous Amendment(s)	Current Amendment(s)	New Contract Value
100	Evaluation and Design Phase Administration	\$ 168,000.00	\$ 0.00	\$ 0.00	\$ 168,000.00
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500	Final Design	\$ 425,500.00	\$ 0.00	\$ 44,210.00	\$ 469,710.00
600	Permits and Property	\$ 66,000.00	\$ 3,135.00	\$ 18,940.00	\$ 88,075.00
650	Permit Fees*	\$ 2,000.00	\$ 0.00	\$ 0.00	\$ 2,000.00
700	Bidding and Award	\$ 30,500.00	\$ 0.00	\$ 9,150.00	\$ 39,650.00
800	Engineering Services During Construction	\$ 265,000.00	\$ 0.00	\$ 145,750.00	\$ 410,750.00
900	Full Time Construction Inspection	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
1000	Project Closeout	\$ 26,000.00	\$ 0.00	\$ 7,800.00	\$ 33,800.00
1100	Additional Services	\$ 30,000.00	\$ 27,400.00	\$ 0.00	\$ 57,400.00
Total Fee		\$1,397,000.00	\$ 30,535.00	\$ 225,850.00	\$1,653,385.00

II. SCHEDULE

Based on the time required to complete construction and to close out of the project, the contract expiration is extended to December 31, 2026.

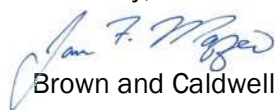
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The original contract included 4D Engineering as a Protégé Firm, and GEL Geophysics, Environmental Permitting Consultants, and Chao & Associates as sub-consultant firms, for a Protégé percentage of 22.2% and total combined Protégé/Sub-consultant fee of 36.1%. Contract Amendment #1 added Schnabel Engineering as a sub-consultant firm. The updated Protégé and sub-consultant amounts and percentages are listed in the table below for the original contract and each contract amendment, as well as the updated total. This amendment decreases the Protégé participation to 20.0% and will increase the total combined Protégé/Sub-consultant participation from 36.1% to 37.7%.

	Total Contract Amount	4D Engineering Amount (Protégé)	% of Contract Amount	Other Sub-consultants	% of Contract Amount
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Brown and Caldwell appreciate the opportunity to work with the City of Columbia on this very important capacity improvement project, SS733701 East Rocky Branch Improvements Ph1. If you have any questions, please feel free to contact me.

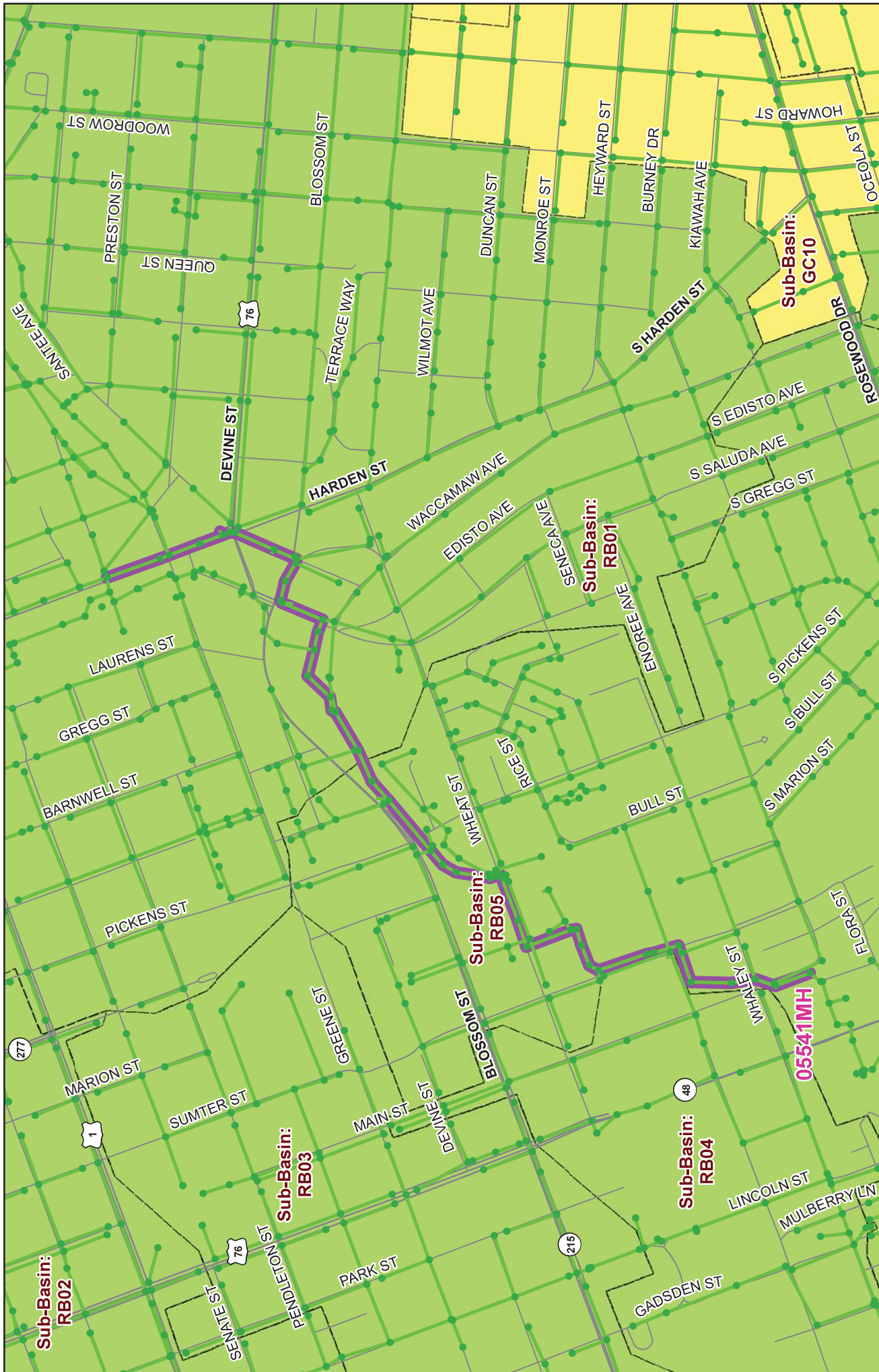
Sincerely,



Brown and Caldwell

James F. Mazzei, P.E., Project Manager
Columbia, SC

cc: Glen McManus, CW2020



SS733701
East Rocky Branch
Phase I

1 inch = 1,000 feet

0 250 500 1,000 1,500 Feet

7.c

Prepared For: Clean Water 2020

Sub-Basin: RB02

Sub-Basin: RB03

Sub-Basin: RB04

Sub-Basin: RB05

Sub-Basin: RB01

Sub-Basin: GC10

05541MH

Rocky Branch

Saluda River

Smith Branch

West Columbia

Broad River

Crane Creek

Gills Creek

Mill Creek

Sewer Manholes

Sewer Pump Station

Sewer Pressurized Mains

Gravity Mains

SS733701

Clean Water 2020

City of Columbia, S.C.

We Are Columbia

Packet Pg. 82

OBO MPP Change Order/Amendment Implementation Plan Addendum

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MPP Project #/Name: SS733701 East Rocky Branch Improvements Ph1

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Change Order/Amendment Type:

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By: James F. Mazzei Title: Project Manager

Firm Name: Brown and Caldwell

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By: LaTonya B Germany Title: Program Compliance Specialist

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T: 803.873.9701



December 15, 2023

Contract Amendment 6

John Riggs, P.E.
Deputy Director of Major Capital Projects
Columbia Water, Dept of Engineering
P.O. Box 147
Columbia, SC 29217

CIP # SS733701
BC # 148988

Subject: SS733701 East Rocky Branch Improvements Phase 1 Cost Change Amendment

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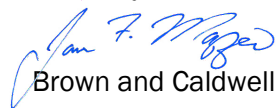
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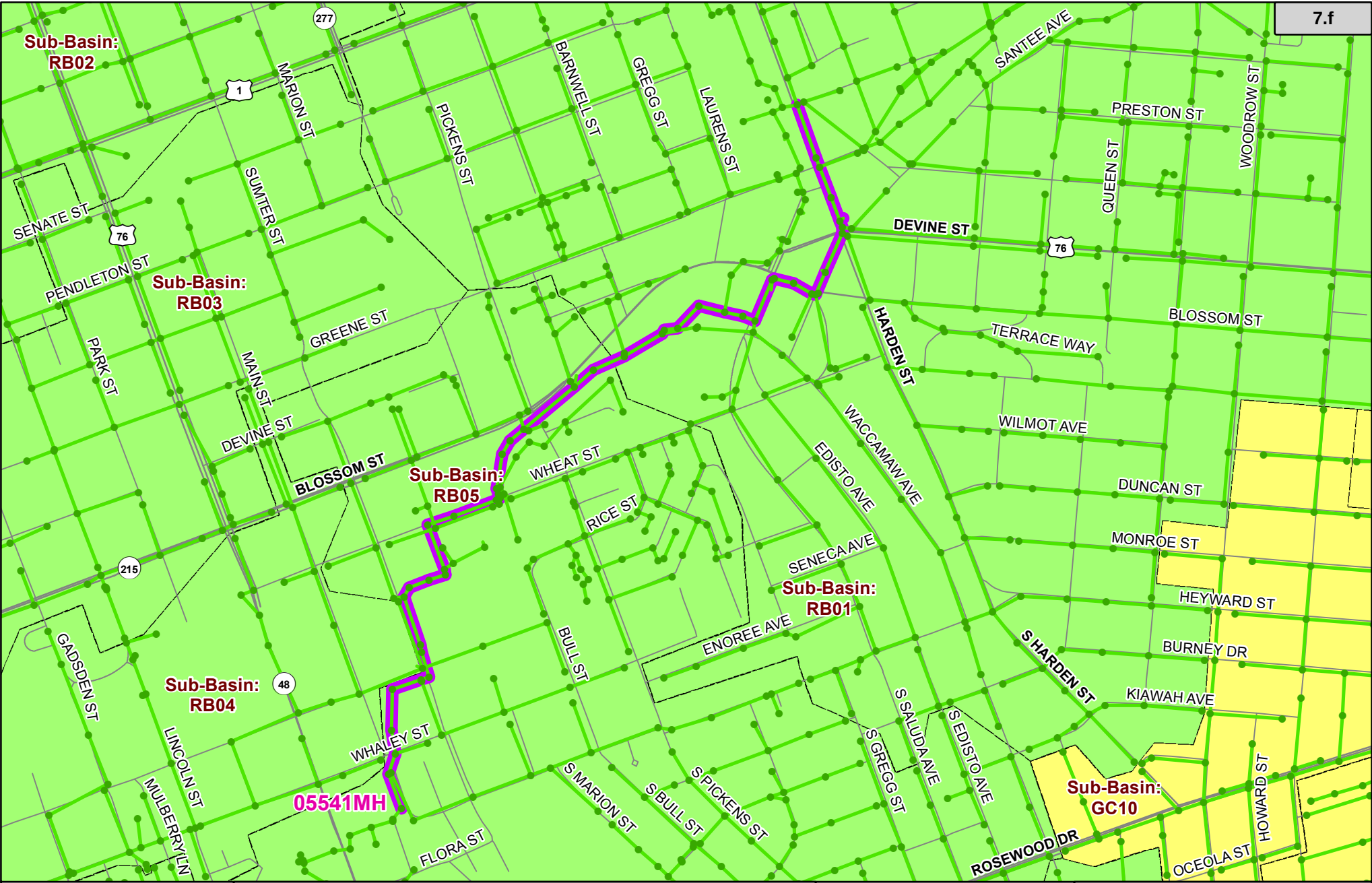
Sincerely,



Brown and Caldwell

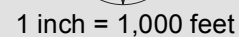
James F. Mazzei, P.E., Project Manager
Columbia, SC

cc: Glen McManus, CW2020



DHM: June 15, 2015
Production Maps\ProjectLocation Maps\SS733701 EastRockyBranch PhaseI

- | | | | | | |
|---|-------------------------|---|-------------|---|---------------|
|  | Sewer Manholes |  | Broad River |  | Rocky Branch |
|  | Sewer Pump Station |  | Crane Creek |  | Saluda River |
|  | Sewer Pressurized Mains |  | Gills Creek |  | Smith Branch |
|  | Gravity Mains |  | Mill Creek |  | West Columbia |
|  | SS733701 | | | | |



0 250 500 1,000 1,500 Feet

SS733701
East Rocky Branch
Phase I

Prepared For: **Packet Pg. 90**



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Construction Contract for Project SR8053; Harden Street Phase IIB Improvements, as requested by Columbia Water on January 30, 2023. Award to L-J, Inc., in an amount not to exceed \$1,538,929.80, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 150 days from commencement. This contractor is located in Cayce, SC.

REQUISITION NO.: R220634

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 4139999-CP104504-658650. The original budget amount is \$1,538,929.80.

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

PURPOSE:

This is a Local Public Agency (LPA) project. L-J, Inc. is the prime contractor and will provide paving services at 80.30% (\$1,123,383.10) of the total contract amount.

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

Cruz Landscaping & Concrete, LLC, a Minority Business Enterprise of Columbia, SC, will provide concrete work at 15.90% (\$222,493.50) of the total contract amount.

Little Mountain Contracting, LLC, of Little Mountain, SC, will provide electrical work at 3.80% (\$53,150.50) of the total contract amount.

There was one (1) responsive and responsible bid received for this project under BID015-23-24-LB.

The total construction time allocated for this project is one hundred fifty (150) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$1,399,027.10
Contingency (20%)	\$ 139,902.71
Total	\$1,538,929.80

ATTACHMENTS:

- **#a:** Tear Sheet Harden Street Phase IIB 2024 (PDF)
- **#b:** Contract_Harden_Street_Phase_IIB_Improvements (PDF)
- **#c:** PM recommendations (MSG)
- **#d:** Bid Tabulation for Bid015-23-24-LB (1) (PDF)
- **#e:** Updated BIR Harden Street Phase IIB Improvements (PDF)
- **#f:** Location Map for Harden Street Phase IIB Improvements SR8053 (PDF)

SR8053 – Harden Street Phase IIB Improvements

Project Description:	This project, known as Phase 2B of the Harden Street improvements, highlights the intersection of Harden Street and Taylor Street which connects two higher education campuses: Allen University and Benedict College. The project focuses on key elements within the corridor to improve, such as pedestrian accommodations, on-street parking, aging infrastructure, signal upgrades, and access management. The improvements extend approximately one block to the north and east of the Harden St at Taylor St intersection.
Objectives:	This project consists of roadway, streetscape, and pedestrian improvements to the Harden St at Taylor St. intersection around Benedict College and Allen University. Some additional project highlights include, but are not limited to: - Reconstruct existing sidewalks for ADA compliance - ADA compliant pedestrian ramps - Driveway access management - Reconstruct raised concrete islands for consistent lane widths along corridor - Traffic signal upgrades for visibility and pedestrian safety - Installing crosswalks - Maintenance asphalt overlay along Harden St. and Taylor St.
Project Type:	Pedestrian Safety, ADA Compliance, Enhancement, and Roads Infrastructure Improvement
Council District:	2
Project Funding:	This is a Local Public Agency (LPA) project funded through a Federal Enhancement Program reimbursement grant administered by SCDOT with a total of \$1.5 Million. The design cost of the project is approximately \$250,000. The total construction cost is approximately \$1.58 Million. The cost of the construction administration is expected to be on the order of \$50,000. Additional funding support was granted by the Richland County Transportation Committee in the amount of \$405,604.39.
Current Project Status:	The project team, led by Kimley- Horn, has currently completed the scope of services, including roadway design, signal design, utility coordination, permitting, etc. Construction plans, utility reports, drainage reports, NEPA document, and an SCDOT encroachment permit have been submitted and approved by SCDOT. The project was bid and is being requested to be awarded to LJ Construction. Construction is expected to begin in Spring 2024 and last approximately 5 months.

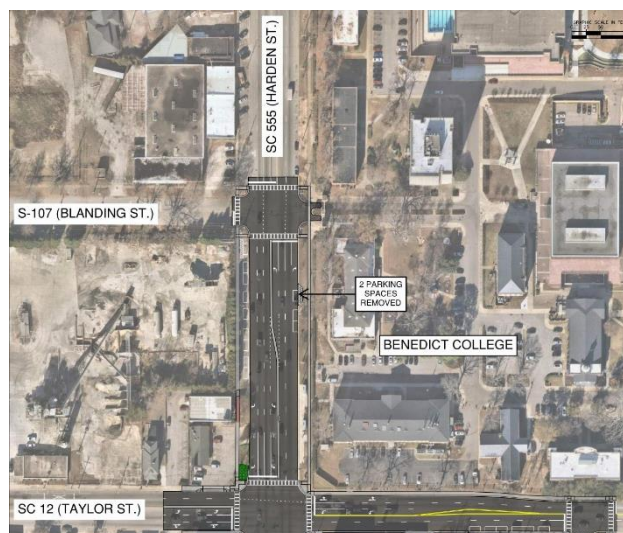


Figure 1: Concept exhibit highlighting streetscape improvements around Harden St. at Taylor



Department of Procurement and Contracts
1800 Main Street, 2nd Floor, Columbia, SC 29201 · Phone 803-545-3470

INTER OFFICE MEMORANDUM

TO: Legal Review

FROM: Gary Porth, Construction Procurement Manager

SUBJECT: Contracts for Bid015-23-24-LB Harden Street Phase IIB Improvements SR8053

DATE: March 19, 2024

COMMENTS:

I have enclosed the subject documentation requesting: Review and approval

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

(e.g. approval, signature, ratification, information only, review & comment requested, etc.)

[Please check all applicable items below]

This request is a:

☐ Sole Source Procurement

☐ Emergency Procurement

☐ Routine/Standard Purchase

☐ IT related Purchase

☒ Construction Contract

☐ Professional Services Agreement

☐ Construction Change Order

☐ Contract Amendment

☐ Contract Extension/Renewal

☐ New Purchase of Non-IT related Equipment

☐ PO Change / Modification Form

☐ New Purchase of IT goods or services

Previously procured item(s) or services: ☐ Yes or ☒ No

Budgeted item with funds readily available: ☒ Yes or ☐ No

Funds transfer will be required to
procure this item or service: ☐ Yes or ☒ No

Please return to Gary Porth, Respectfully requested by.

Attachments (☒)

Contract

City of Columbia, South Carolina

Harden Street Phase IIB Improvements

SR8053

BID015-23-24-LB

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **L-J, Inc.**, with legal address and principal place of business at **615 Knox Abbott Drive, Suite 200, Cayce, SC 29033** 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 **Kimley Horn**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred fifty (150)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work contemplated. There shall be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **One Million Three Hundred Ninety-Nine Thousand Twenty-Seven Dollars and Ten Cents (\$1,399,027.10)**. This Contract also provides for an additional contingency in the amount of **One Hundred Thirty-Nine Thousand Nine Hundred Two Dollars and Seventy-One Cents (\$139,902.71)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

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

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 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Part 15 "General Specifications".

9.2.8 Special Provisions.

9.2.9 LPA Required Provisions.

9.2.10 Traffic Signal Special Provisions.

9.2.11 Decorative Crosswalk.

9.2.12 Preventative Maintenance Thin Lift Surface.

9.2.13 Traffic Control Special Provisions.

9.2.14 Certification of Utility and Railroad Coordination for Federally Funded Projects.

9.2.15 Encroachment Permit.

9.2.16 Drawings, numbered 1A through X14, inclusive.

9.2.17 Addenda numbers 1 to 3, inclusive.

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

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

Contractor

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

Hammond, Erika

From: Marshall, Aaron N
Sent: Wednesday, February 28, 2024 2:32 PM
To: Bolling, Andrea R; Porth, Gary B
Cc: Bowdry, Vasthi L (LaTrelle)
Subject: RE: Harden and Taylor

Categories: Red Category

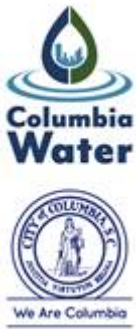
Hey Gary,

The contract was awarded to LJ Inc for a bid of \$1,399,027.10 that totals \$1,580,900.62 after contingency (10%) and CE&I is factored in. We'll use \$1,175,299.23 from the LPA grant and \$405,604.39 from CTC to fund the project. This is my first LPA/CTC project so let me know what all you need or if my email isn't clear.

Thanks

From: Bolling, Andrea R <Andrea.Bolling@columbiasc.gov>
Sent: Wednesday, February 28, 2024 2:02 PM
To: Porth, Gary B <Gary.Porth@columbiasc.gov>
Cc: Marshall, Aaron N <Aaron.Marshall@columbiasc.gov>; Bowdry, Vasthi L (LaTrelle) <Vasthi.Bowdry@columbiasc.gov>
Subject: RE: Harden and Taylor

This is a LPA project, so we will need to ensure all of those requirements are met. Thanks!



Andrea Bolling, PE CFM
Deputy Director of Engineering

Columbia Water
 Department of Engineering

PO Box 147 | Columbia, SC 29217
Andrea.Bolling@ColumbiaSC.gov
 Phone: (803) 545-3379
 Cell: (803) 413-7981

ColumbiaSCWater.Net
ColumbiaSC.gov

From: Porth, Gary B <Gary.Porth@columbiasc.gov>
Sent: Wednesday, February 28, 2024 2:01 PM
To: Bolling, Andrea R <Andrea.Bolling@columbiasc.gov>
Cc: Marshall, Aaron N <Aaron.Marshall@columbiasc.gov>; Bowdry, Vasthi L (LaTrelle) <Vasthi.Bowdry@columbiasc.gov>
Subject: RE: Harden and Taylor

Andrea,

We will need you (Aaron) to send us a recommendation indicating the name of the contractor, the amount of the award and any contingency you wish to add to the project. Once we receive this, we will draft the contract and send it to Legal for approval. As soon as we get the contract back from Legal, we will place the item on MT for Council's approval. I don't know if we need SCDOT's approval before we seek Council's approval or not. We might need to check on that.

Hope this helps.

Let me know if you need anything else.

Gary



Gary B. Porth, NIGP-CPP, CPPB
Construction Procurement Manager
Department of Procurement and Contracts
City of Columbia
1800 Main Street, Room 211
Columbia, SC 29201

Office (803) 545-3241
Cell (803) 904-3619
gary.porth@columbiasc.gov

From: Bolling, Andrea R <Andrea.Bolling@columbiasc.gov>
Sent: Wednesday, February 28, 2024 1:48 PM
To: Porth, Gary B <Gary.Porth@columbiasc.gov>
Cc: Marshall, Aaron N <Aaron.Marshall@columbiasc.gov>
Subject: Harden and Taylor

Gary,

We received the funding for the Harden and Taylor project from CTC. Can you provide the next steps to move this forward to Council? Aaron will be the PM and main contact.

Thanks!



Andrea Bolling, PE CFM
Deputy Director of Engineering

Columbia Water
Department of Engineering

PO Box 147 | Columbia, SC 29217

Andrea.Bolling@ColumbiaSC.gov

Phone: (803) 545-3379

Cell: (803) 413-7981

ColumbiaSCWater.Net

ColumbiaSC.gov

Event Number	Bid015-23-24-LB Addendum 3	Organization	City of Columbia, SC
Event Title	Harden Street Phase IIB Improvements (SR&	Workgroup	Purchasing
Event Description	Pre-Bid Meeting will be held by conference	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	10/26/2023 04:45:01 PM (ET)	Phone	
Close Date	12/12/2023 10:00:00 AM (ET)	Fax	OFFICIAL BID TABULATION

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
L-J, Inc.	Cayce	SC	12/12/2023 09:41:56 AM (ET)	1	\$1,399,027.10

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) / Unique Entity ID (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
CRUZ LANDSCAPING & CONCRETE, LLC		CONCRETE WORK	\$ 222,493.50	15.90 %	MBE	HM
LITTLE MOUNTAIN CONTRACTING, LLC		ELECTRICAL	\$ 53,150.50	3.80 %		
				%		
				%		
				%		
				%		

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: \$ 275,644.00

TOTAL CONTRACT AMOUNT: \$ 1,399,027.10

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

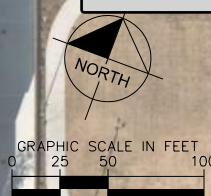
Business Name: L-J, INC.

Representative Name/Title: HUGH W. WILSON, PRESIDENT

Date: 3/25/24

HARDEN STREET STREETSCAPE PHASE IIB

8.f



SC 555 (HARDEN ST.)

S-107 (BLANDING ST.)

2 PARKING SPACES REMOVED

BENEDICT COLLEGE

SC 12 (TAYLOR ST.)

3 PARKING SPACES REMOVED

ALLEN UNIVERSITY

S-10 (HARDEN ST.)

PINE ST.

HAMPTON ST.



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for Project SS7639; Metro Wastewater Treatment Plant Thickening Improvements, as requested by Columbia Water on January 29, 2024. Award to Hazen and Sawyer in an amount not to exceed \$2,646,980.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 16 months from commencement and the option to renew for two additional one-year periods. This firm is located in Columbia, SC.

REQUISITION NO.: R226511

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Metro Wastewater Treatment Plant Thickening Improvements - Capital Project Costs (5529999-SS763901-658650). The original budget amount is \$2,646,980.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

PURPOSE:

This is a Mentor Protégé Program Project. Hazen and Sawyer is the mentor and will provide project administration, preliminary engineering reporting, Construction Manager at Risk (CMAR) selection and assistance, detailed design, regulatory coordination, and CMAR pre-construction/construction phase assistance services at 80.00% (\$2,117,680.00) of the total contract amount.

Howard Engineering, Inc. a Minority Business Enterprise (W), located in Marietta, SC, is the protégé and will provide electrical design services at 20.00% (\$529,300.00) of the total contract amount.

There were twelve (12) responses to RFQu002-21-22-KDD Wastewater Treatment Professional Services.

ATTACHMENTS:

- **#a:** Memo.SS7639MetroWWTPThickeningImprovements (PDF)
- **#b:** Contract Black&Veatch SS7639 Metro WWTP Thickening Improvements (PDF)



We Are Columbia

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

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water

DATE: April 2, 2024

Subject: Recommendation for Approval
Professional Services Contract – Hazen and Sawyer
SS7639 – Metro WWTP Thickening Improvements

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Professional Services Contract with Hazen and Sawyer to provide funding for technical engineering support for the design and construction of improvements to the sludge thickening process at the Metro Wastewater Treatment Plant (WWTP). The amount of this contract is \$2,646,980.00.

This is a new agreement for these services. The purpose of this project is to assist the City of Columbia in upgrading sludge thickening at the Metro WWTP. The services performed as a part of this Scope of Service include providing technical engineering support to the City by reviewing available data, preparing and evaluating alternatives, developing a recommended plan, and preparing a Preliminary Engineering Report (PER). Following approval of the PER by the City, the Consultant will provide final engineering design and permitting for the new sludge thickening facilities. The Consultant will also provide support for selection of a Construction Manager-at-Risk (CMAR) contractor, along with guaranteed maximum price (GMP) negotiation, and engineering services during construction.

This Project is a Clean Water 2020 project to replace facilities and equipment that have reached the end of their useful service life and are significantly underperforming. The underperformance, at approximately 50% efficiency, increases operating costs and has the potential to impact the quality of both the sludge and water discharge.

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



CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method RFQu002-21-22-NMJ Support Services.

1. **PURPOSE** – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina hereinafter referred to as the “City” and Hazen and Sawyer, hereinafter referred to as the “Consultant”, to design new sludge thickening facilities (Project) at the City Metropolitan Wastewater Treatment Plant (Metro WWTP) 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 CONTRACT** – The term of the Contract is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of sixteen (16) months, with the option to renew or continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

The decision whether to extend the Contract, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. The decision to extend the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Contract within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)

- A. The total compensation to be paid by the City to the Consultant under this Contract shall not exceed Two Million, Six Hundred Forty-Six Thousand, Nine Hundred Eighty Dollars and No/100 (\$2,646,980.00).
- B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit 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.
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 Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
6. Failure to comply with these prompt payment requirements is a breach of this Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, 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 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 Contract, make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives.

F. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

SB Goals	NA	%
MBE	NA	%
WBE	20.00	%
LSA	NA	%

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 Contract, including any extensions thereof.

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is 20.00%

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 Contract with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

8. **INDEMNIFICATION & INSURANCE**

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

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

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

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 Consultant commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The 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 Contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The 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 Contract. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

- A. The 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 Contract. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Contract. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of 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/Contracts. 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 Contract.

- 10. **DUTIES UPON TERMINATION** – At termination of this Contract, 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 Contract or as the City may deem

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

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

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

12. **TERMINATION OF CONTRACT** – The City may terminate this Contract at any time upon any of the following grounds:
- A. **DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;
 - B. The Consultant fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
 - C. Force Majeure;
 - D. The City, at its sole option and discretion, has the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;
 - E. Upon expiration of the term of this Contract; and
 - F. By mutual Contract.
Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Contract. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.
13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Contract shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Contract.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Contract shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Contract.

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

City of Columbia

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

Hazen and Sawyer

Name: Jim Struve
 Title: Vice President
 Address: 1122 Lady Street, Ste. 1230
 Columbia, SC, 29201
 Phone: (704) 650-6309
 Email: jstruve@hazenandsawyer.COM

16. **CONSENT DECREE Non-Applicable**

- A. The services performed by the Consultant pursuant to this Contract 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 Contract in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Contract ("Preserved Documents"). Upon the Consultant's performance of all services required under this Contract, 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 Contract.
- 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 Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit 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 Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Contract.
- E. The Consultant shall perform the services pursuant to this Contract using sound Consulting practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Contract. 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 Contract 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 Contract, 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 Contract, if any, shall not be construed against the City.
- E. This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The 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 Contract 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 Contract represents the entire Contract between the City and the Consultant and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both the City and the Consultant.
- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Contract is subject to City Council approval.
- J. The 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 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 Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Contract are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

Hazen and Sawyer
SS7639 – Metro WWTP Thickening Improvements

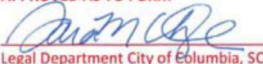
Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date:

APPROVED AS TO FORM

Legal Department City of Columbia, SC
3/13/2024

HAZEN AND SAWYER

Print: Name/Title

Signature

Date:

(Corporate Seal)

Attest

Signature

Date:

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Implementation Plan

EXHIBIT A SCOPE OF SERVICES

**City of Columbia
CIP # SS7639**

Metropolitan Wastewater Treatment Plant Thickening Improvements

The services to be performed by Hazen and Sawyer (Consultant), as a part of these Scope of Services for the City of Columbia (CITY), are to design new sludge thickening facilities (Project) at the CITY's Metropolitan Wastewater Treatment Plant (Metro WWTP). Currently, separate dissolved air flotation thickeners (DAFTs) are employed by the CITY to thicken a blend a primary and waste activate sludge (PS + WAS) from Liquid Process Train #1 and #2. The existing DAFTs have reached their useful service life and are experiencing poor capture efficiencies (approximately 50%) resulting in detrimental solids recycling.

New sludge thickening facilities will be designed to consolidate PS + WAS thickening from both liquid process trains and to accommodate the Metro WWTP's current 60 mgd design flow rating with flexibility for future expansion to 80 mgd. Updated solids production estimates from a Technical Memorandum (TM) previously prepared by the Consultant entitled *Columbia Metro WWTP 2023 Residuals Update Memorandum* dated July 13, 2023, will be utilized to size the new thickening equipment and ancillary systems summarized as follows:

- Mechanical thickeners - either gravity belt thickeners (GBTs) or rotary drum thickeners (RDTs)
- Polymer storage, preparation, and feed facilities
- Sludge screens
- PS + WAS blend tank
- Odor control

The new sludge thickening facilities will either be housed in a new single-story brick and block building or retrofitted within the existing DAFT Building #2. If retrofitted within DAFT Building #2, temporary trailer mounted GBTs will most likely need to be mobilized onsite to ensure reliable and robust sludge thickening during the construction time frame.

Construction of the project is planned to be executed via the Construction Manager at Risk (CMAR) delivery method. Involvement of the CMAR is anticipated to occur at the 30% design completion milestone to provide the most benefit to the project with respect to pricing, identification of long lead items, and scheduling. As such, bid phase services are excluded from this scope of services; however, scope and fee are anticipated for assisting with the CMAR selection, conducting a value engineering (VE) workshop, and participating in the guaranteed maximum price (GMP) negotiation.

In general, Consultant will provide the following scope of services:

- Project Administration
- Preliminary Engineering Report

- CMAR Selection Assistance
- Detailed Design
- Regulatory Coordination
- CMAR Preconstruction and Construction Phase Services Assistance

Consultant will also be participating in the CITY's Mentor Protégé Program as part of this project. Howard Engineering is the Consultant's Protégé and will be responsible for the electrical design and for managing and coordinating the services of local specialty subconsultants for surveying (Edisto Engineers and Surveyors), geotechnical investigations (Terracon), and civil / site work and permitting (4D Engineering).

TASK 100 – Project Administration

110 General Project Administration

Consultant will manage the efforts of its project team members and Protégé by assigning manpower, delegating responsibilities, reviewing work progress, monitoring budget and schedule, and directing the progress of the work. As part of project administration, Consultant will:

- Participate in review meetings with the CITY as outlined.
- Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the CITY. Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Provide monthly progress reports.
- Consultant will invoice monthly and include amounts invoiced by Protégé in accordance with the CITY's invoicing procedures.

120 Coordination Meetings and workshops

Throughout design of the project, Consultant will maintain regular contact through the CITY's staff. A total of six (6) meetings / workshops are anticipated as follows:

- Kick-Off Meeting
- Initial Preliminary Engineering Report Virtual Meeting
- Draft Preliminary Engineering Report Hybrid Meeting
- 30% Design Completion Milestone Workshop
- CMAR Value Engineering Workshop
- 60% Design Completion Milestone Workshop
- 90% Design Completion Milestone Workshop

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.

- Consultant will utilize SharePoint provided by the CITY to share and file documentation of project progress, data, decisions, deliverables and management of the project.
- Consultant will adhere to and update schedule as shown in Attachment B.

140 Mentor-Protégé Program

Consultant and Protégé will provide the following in compliance with the CITY's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with Howard Engineering.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines".
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

TASK 200 – Preliminary Engineering Report (PER)

210 Perform Evaluation

Consultant will prepare an early out PER to evaluate and recommend sludge thickening improvements. The evaluation will include the following:

- Construct new sludge thickening building vs. retrofit existing DAFT Building
- Utilize GBTs vs. RDTs
- Size PS + WAS blend tank
- Size sludge screens
- Size odor control system

The PER will include a site plan, process flow schematic, and yard piping plan for the recommended thickening facilities and ancillary systems in addition to an opinion of probable construction cost.

An initial virtual meeting will be scheduled with the CITY prior to the start of the alternatives evaluation to receive CITY input.

220 Prepare PER

Consultant will prepare a PER summarizing the findings and recommendations of the sludge thickening improvements. The PER will be formatted in accordance

with SCDHEC requirements and submitted to the CITY for review. Following sufficient review time, a hybrid meeting (i.e., combination in-person and virtual) will be conducted with the CITY to present the draft PER and to receive review comments. Review comments will be incorporated into the final PER and subsequently submitted to SCDHEC.

TASK 300 – CMAR Selection Assistance

310 Develop CMAR RFP Solicitation

Consultant will prepare a draft request for proposal (RFP) document to solicit qualified CMARs for the Project. The document will adhere to the minimum procurement requirements of the South Carolina Office of State Engineer (Construction), Chapter 11 – Construction Management at Risk.

It is anticipated that the CITY will **not** seek State or Federal funding such as the South Carolina Infrastructure Investment Program (SCIIP) grant funding allocated by the 2021 American Rescue Plan Act (ARPA) and / or low-interest rate loans as administered by the South Carolina Department of Health and Environmental Control (SCDHEC). Consequently, The CMAR RFP will **not** incorporate State or Federal funding requirements.

Following submittal of the draft RFP to the CITY for review, a meeting will be scheduled to receive comments, input, and direction prior to advertisement.

During the solicitation period, Hazen will attend and assist the CITY at the CMAR RFP pre-proposal meeting.

320 Assist with AIA Document A133

The CITY utilizes modified American Institute of Architects (AIA) contract documents for design, bidding, and construction for both traditional design-bid-build and alternative delivery type projects. A CITY CMAR project is currently in progress (i.e., construction phase), and as a result, AIA documents previously developed by the CITY will serve as the initial template for this Project.

Hazen will assist the CITY in developing AIA Document A133 - Standard Form of Agreement Between Owner and Construction Manager as Constructor. Based upon Consultant's recent CMAR experience with other South Carolina utilities, Consultant will recommend revisions / edits.

AIA Document A133 will be appended to the CMAR RFP solicitation.

330 Provide Interview Assistance

Consultant will assist the CITY with coordinating and conducting interviews of the CMARs shortlisted from the RFP, checking CMAR references, developing interview questions, and participating in the interviews.

340 Assist with AIA Document A201

Hazen will assist the CITY in developing AIA Document A201 – General Conditions of the Contract for Construction. Based upon Consultant's recent CMAR experience with other South Carolina utilities, Consultant will recommend revisions / edits.

The draft AIA Document A201 will serve as the template for negotiating construction general conditions with the selected CMAR.

TASK 400 – Detailed Design

410 Develop Detailed Drawings

Consultant will prepare detailed drawings suitable for regulatory review and approval, and for competitive pricing by the CMAR. It is estimated that approximately 210 detailed drawings will be prepared to include general / demolition, civil / site, process / mechanical, structural, architectural, HVAC / plumbing, electrical, instrumentation and control, and miscellaneous standard details as summarized below:

Design Discipline	Estimated No. of Drawings
General / Demolition	10
Civil / Site	30
Process / Mechanical	30
Structural	40
Architectural	25
HVAC / Plumbing	15
Electrical	35
Instrumentation and Control	7
Misc Std Details	18
Total	210

Consultant will employ local specialty subconsultants for the following services:

- Howard Engineering (Protégé) – Electrical Design
- 4D Engineering – Civil / Site Design and Permitting
- Terracon – Geotechnical Investigation
 - Detailed scope of work will be negotiated with Terracon following review and approval of the recommended facilities within the PER. However, fee is budgeted to include recommendations on foundations, allowable bearing pressures, lateral earth pressures, estimated settlements, presence / absence of rock, suitability of onsite material for structural fill, and seismic parameters for all proposed structures.
- Edisto Engineers and Surveyors – Survey
 - Detailed scope of work will be negotiated with Edisto Engineers and Surveyors following review and approval of the recommended facilities within the PER. However, fee is budgeted to include surveying and topographic mapping of areas where new construction is anticipated. An established onsite benchmark will be utilized for vertical control (i.e., existing Preliminary Treatment Facility top of structure – elevation

158.50). Subsurface utility engineering for identifying location of buried infrastructure (i.e., piping and electrical ductbank) will be provided on an as needed basis.

Revit 3D models of the new thickening facilities will be developed by Consultant to facilitate review, enhance visualization, and coordinate with future plant expansions / upgrades.

420 Develop Technical Specifications and Opinion of Probable Construction Costs

Technical specifications will be prepared in CSI Division 50 format for all aspects of the work such that the project results in a complete, working facility. Where possible, Consultant shall identify two or more equipment manufacturers capable of providing suitable equipment and / or materials.

Related work to be performed by Consultant under this task includes:

- Maintenance of Plant Operations (MOPO) during Construction – Consultant will develop a detailed plan for maintenance of plant operations during construction including consideration of maintaining permit compliance while sequencing new facilities into service and demolishing existing facilities, as necessary. Consultant will conduct a workshop with the CITY to ensure that the proposed plan fully addresses the CITY's concerns, maintenance of access to existing facilities, and other constraints vital to project success.
- Functional Control Descriptions – Consultant will develop either functional control descriptions or process and instrumentation diagrams (P&IDs) describing / illustrating the required operation, monitoring, and control of the new facilities. New and / or modified graphic display screens depicting the Work will be described by Consultant and incorporated into the plant SCADA system during construction by the CMAR's Control Systems Integrator.
- Opinion of Probable Construction Costs – Consultant will develop and maintain a detailed cost estimate throughout the design of the work. Formal opinions of probable cost will be provided at the 30%, 60%, and 90% design completion milestones. Consultant will provide periodic updates to the CITY regarding bid opening results from other projects in the region. Hazen will promptly identify any cost impacts resulting from design decisions made by the CITY and communicate such impacts to the CITY.

430 Protégé Services – Howard Engineering

Consultant will utilize Howard Engineering as their protégé firm. Subconsultant will assist the Consultant with the following work activities:

- Provide electrical design services
- Coordinate and manage efforts of local specialty subconsultants for surveying (Edisto Engineers and Surveyors), geotechnical investigations (Terracon), and civil / site work and permitting (4D Engineering)

TASK 500 – Regulatory Coordination

510 Obtain Regulatory Authorities Permits

Consultant will identify, prepare, and submit permit packages as delineated below to the applicable regulatory agencies for review and approval. Where necessary, Consultant will discuss the proposed project with the applicable regulatory agencies to fully define the permit requirements and to identify the major permitting issues that must be resolved. A permitting strategy will be developed to address the major issues identified and to facilitate the permit acquisition process. Applications for the required permits and approvals will be prepared for submittal to the respective agencies. The CITY will reimburse Consultant for all application fees associated with the permitting process. It is anticipated that the following permits, as a minimum, will be required:

- SCDHEC / SRF Permit to Construct
- Richland County / City of Cayce Stormwater Permit
- Richland County / City of Cayce Building Permit

TASK 600 – CMAR Preconstruction and Construction Phase Services Assistance

610 CMAR Negotiation Assistance

Consultant will assist the CITY in preparing the Preconstruction scope of services for CMAR pricing and assist with the negotiation process. It is anticipated that the involvement of the CMAR will occur at the 30% design completion milestone. Following the 90% design completion milestone and value engineering workshop, Consultant will assist the CITY in negotiating the construction GMP with the CMAR. Four (4) meetings (combination of virtual and in-person) are assumed for CMAR preconstruction and construction phase services assistance.

Additional assistance provided by Consultant at the CITY's direction may include:

- Collaboration with the CITY and the CMAR to optimize scope, reduce risk, and incorporate value engineering alternatives
- Establish reasonable allowances (e.g., rock excavation, select backfill for unsuitable soils, early procurement of material) and contingencies (e.g., unforeseen subsurface conditions – utilities, contaminated soils, groundwater) and recommend cost sharing strategies to incentivize the CMAR (e.g., bonus for completing project early)
- Review CMAR schedule to assess if lead times and construction activities are reasonable and if start and finish dates are accurate
- Review CMAR schedule of values to prevent unbalanced pricing and front-end loading of pay items

ATTACHMENT A TO EXHIBIT A
RESPONSIBILITIES OF THE OWNER

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

The CITY agrees to perform the following:

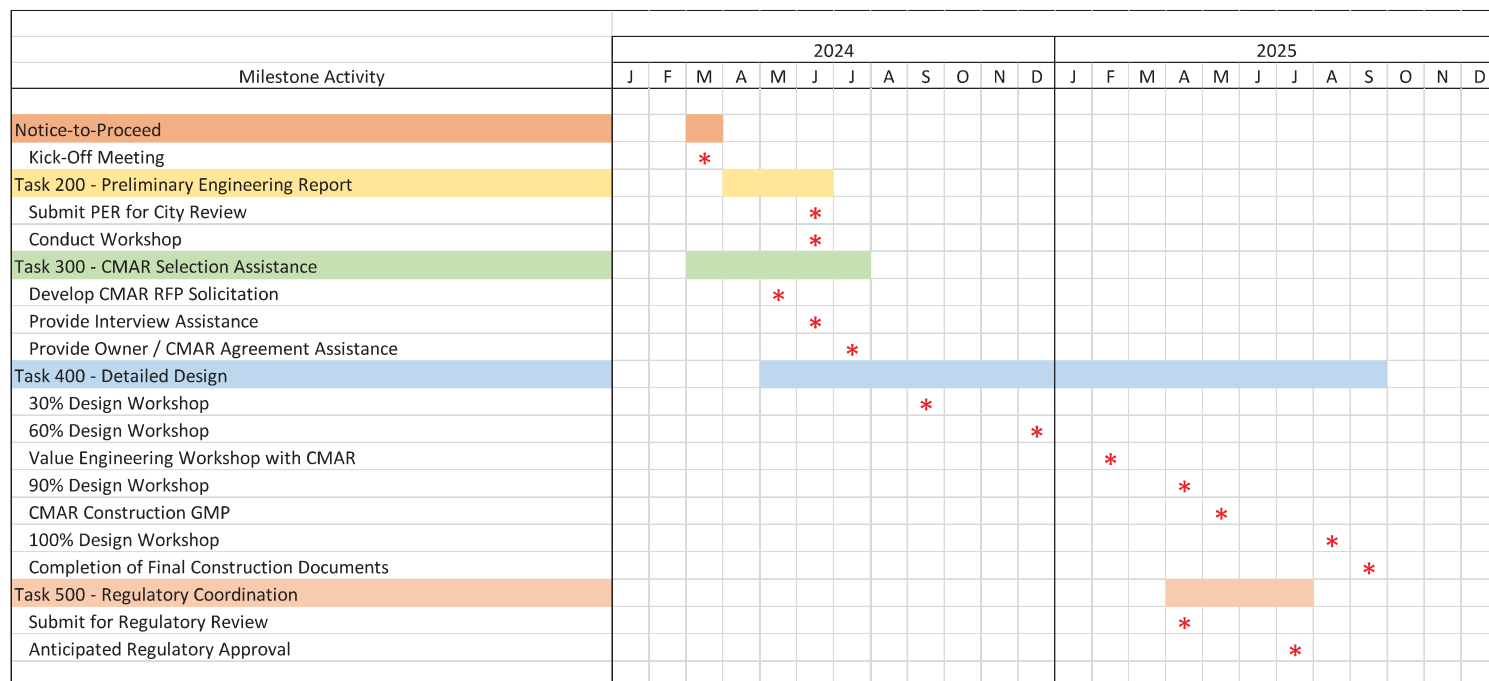
- Provide assistance in gaining access to the Metro WWTP for which field services will be provided.
- Respond to requests for information and review deliverables in a timely manner.
- Provide available data as requested in Exhibit A and as required.

EXHIBIT B PROJECT SCHEDULE

City of Columbia
CIP # SS7639

Metropolitan Wastewater Treatment Plant Thickening Improvements

Schedule – Gantt Chart



**EXHIBIT C
COMPENSATION**

**City of Columbia
CIP # SS7639**

**Metropolitan Wastewater Treatment Plant
Thickening Improvements**

Compensation for services provided under Tasks 100 through 700 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$2,646,980.00. This includes \$0.00 of lump sum tasks, as well as \$2,646,980.00 of Hourly/NTE tasks. Lump Sum (LS) and Hourly Not-to-Exceed (NTE) tasks are clearly labeled in the chart below.

An estimated breakdown of the fee is shown in the following table:

Task	Description	Type	Subconsultants	Total
100	Project Administration	NTE	\$0.00	\$154,972.00
200	Preliminary Engineering Report	NTE	\$0.00	\$91,074.00
300	CMAR Selection Assistance	NTE	\$0.00	\$70,182.00
400	Detailed Design	NTE	\$508,300.00	\$2,216,652.00
500	Regulatory Coordination	NTE	\$21,000.00	44,708.00
600	CMAR Preconstruction / Construction Phase Services	NTE	\$0.00	\$69,392.00
	Total of Contract	NTE	\$529,300.00	\$2,646,980.00
	% of Contract to remain with Protégé	NTE	\$529,300.00	20.00%

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20.00%.

EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

9.b

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Howard Engineering, Inc. CAGE # 7NMR0 DUNS # 961613825	V011110	Electrical Design Services and Subconsultant Coordination as a Protege	\$529,300	20.00%	WBE	FB

Key: Minority/Women Owned Business Enterprise Association Code

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

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

COMBINED TOTAL SUB AMOUNT \$ 529,300

TOTAL CONTRACT AMOUNT: \$ 2,646,980

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

Business Name: - Hazen and Sawyer, D.P.C

Representative Name/Title: James N. Struve / Vice President

Date: January 3, 2024

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Howard Engineering, Inc.

Company Name

5 River Ridge Road

Physical Address

PO Box 237

Mailing Address

Marietta, South Carolina

29661-9100

City/State Zip Code + 4

864 836-0440

()

Phone number

864 836-0450

()

Fax number

Amy Howard, PE

Primary Contact Name

Stephen Scutte, PE

Secondary Contact Name

ahoward@howardengineeringinc.com

Primary Contact Email Address

57-1038251

Federal ID #

sscscutte@howardengineeringinc.com

Secondary Contact Email Address

V011110

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

EXHIBIT E MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: December 19, 2023 Mentor Amount: \$2,117,680

Project Name: Metropolitan WWTP Thickening Improvements Mentor % of Total Contract: 80.00

Project #: SS7639 Protégé Amount: \$529,300

Mentor: Hazen and Sawyer Protégé % of Total Contract: 20.00

Protégé: Howard Engineering Duration of the Project: 19 Months

Total Project Contract Amount: \$2,646,980

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

The full scope of services needs to be provided to the protégé and a meeting/discussion between the protégé and mentor needs to be held. The protégé and mentor must mutually agree upon the services the protégé will provide at 20% or more throughout the duration of the contract. These services should be based on current capabilities as well as developing and building upon new capacities and skills sets.

A completed Business Information Records (BIR) form is required, and will be reviewed along with this Implementation Plan. The information recorded in the BIR must be consistent with the Implementation Plan.

1. How do the Mentor and Protégé intend to work together on the designated project?
Address contractual relationship, general roles and informal teaming arrangements.

The Mentor and Protégé will work together as an integrated team. The Mentor will provide oversight and guidance. The Protégé will provide electrical design services and coordinate services by other subconsultants for survey and geotechnical field services, civil / site design services, and SCDHEC and Richland County permitting.

2. How does the work performed in this project relate to the goals identified in your MPP Team Agreement and Business Plan?

The Mentor and Protégé will gain experience working with one another. This will help strengthen the teaming arrangement to hopefully expand the business partnership on future City and non-City related projects.

3. How will the team focus on developing Protégé's business and implementing the actions



CITY OF COLUMBIA

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necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators in which the team's success is being achieved.*

Performing this work by the Protégé will expand the Protégé's experience in performing electrical design services at municipal treatment facilities and for managing other subconsultants.

4. Proposed manpower and resources from both the Mentor and the Protégé are required for the project. *Address key personnel, equipment/materials, and insurance/bonding. Additionally, included any special arrangements where applicable.*

Mentor: Project Director, Project Manager, Project Engineer, Structural Engineer, Architect, and Technical Reviewers

Protégé: Electrical Engineer and Project Engineer

Please ensure that all Subcontractors are listed on the Business Information Records (BIR) and complete items below:

List Subcontractors Names below:	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?
Terracon - Geotechnical Investigation	Protégé	Protege
Edisto Survey - Surveying		
4D Engineering - Civil / Site Design and Permitting		
None needed at this time.		

Special Arrangements: None needed at this time.

5. What scope of work is to be performed by each participant of the MPP team utilizing the proposed resources identified above?

- Description of Mentor's responsibilities on project: The Mentor will be responsible for the design of new sludge thickening facilities at the City's Metropolitan WWTP. The new facilities will also include a WAS + PS blend tank, sludge screens, and odor control. A basis of design technical memorandum will initially be prepared to evaluate if a new building will be constructed or if an existing building (DAFT Building #2) will be rehabilitated to house the new thickening equipment.
- Description of Protégé responsibilities on project: The Protégé will be responsible for the electrical design of the new thickening facilities and be responsible for coordinating the services of other subconsultants for survey and geotechnical field services, civil / site design services, and SCDHEC and Richland County permitting.



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- c. Description of responsibilities that will be completed as a team: Mentor and Protégé will attend the Kick-off Meeting and participate in the applicable Workshops with the City together.

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

Final construction documents for the Columbia Metropolitan WWTP Thickening Improvements design project are anticipated to be completed within 19-months of authorization-to-proceed by the City.

7. Outline of regularly scheduled meeting between Mentor and Protégé (Progress reporting).

Monthly virtual progress meetings will be conducted to assess the progress of all team members involved with the project.

8. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

The Protégé will submit monthly invoices for payment by the Mentor. The Mentor will pay the Protégé within 14-days upon receipt of payment by the City for services rendered.

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

MPP participants acknowledge that any change orders/contract amendments to this project will require a completed Implementation Plan Addendum for each change order/contract amendment made to the project.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by HAZEN AND SAWYER (Mentor Firm) this 19th day of December 2023.
Corporate SEAL

By: [Signature]
Title: VICE PRESIDENT
Firm Name: HAZEN AND SAWYER

ATTEST:
By: [Signature]
Title: Senior Associate



CITY OF COLUMBIA

Office of Business Opportunities Compliance
 1401 Main Street 4th Floor | Columbia, South Carolina 29201
 Phone: 803-545-4185

EXECUTED by Howard Engineering (Protégé Firm) this 20th day of December 2023.
 Corporate SEAL

By: *Amy Howard*
 Title: President
 Firm Name: Howard Engineering, Inc.

ATTEST: *Stephen T. Schutte*
 By: Stephen Schutte
 Title: Project Engineer

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 24th day of
January 2024.

By: *LaTonya B Germany*

Title: Program Compliance Specialist



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

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

Council District: 3

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

Applicant: CDG Dreyfuss, LLC

Staff Recommendation: Denial

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

First reading approval was given on March 19, 2024.

ATTACHMENTS:

- **#a:** ZMA-2024-0002_10Bluff_ZPH_packet (PDF)
- **#b:** 2024-017 - Zoning Map Amendment to Rezone 1115 Greenlawn Drive (PDF)
- **#c:** Land Use Map(PDF)
- **#d:** Zoning Map (PNG)

HISTORY:

03/19/24

Columbia City Council

APPROVED ON FIRST READING.

Updated: 3/21/2024 1:16 PM

Page 1



CITY COUNCIL

March 19, 2024 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary 10 Bluff Road (portion) TMS# 11301-16-01 (portion)

Council District:	3
Proposal:	Request to rezone the property from Employment Campus District (EC), a portion within the Floodplain Overlay District (OV-FP), to Light Industrial District (LI), a portion within the Floodplain Overlay District (OV-FP).
Applicant:	CDG Dreyfuss, LLC
Staff Recommendation:	Denial
PC Recommendation:	2/8/2024; Approval (5-0)
ZPH, 1 ST Reading:	3/19/2024; Pending
2 nd Reading:	4/2/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ~0.3 Ac

Current Use: Vacant Commercial/Light Industrial

Proposed Use: Commercial/Light Industrial

Land Use Classification: Urban Core Neighborhood Activity Center (UCAC-1)

Current Zoning: Employment Campus District (EC), a portion within the Floodplain Overlay District (OV-FP)

Proposed Zoning: Light Industrial District (LI), a portion within the Floodplain Overlay District (OV-FP)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use classification for the subject property is Urban Core Neighborhood Activity Center (UCAC-1) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Refer to attached land use classification description.

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

The subject property is located within the study area of the Capital City Mill District Area & Corridor Plan (2017) adopted by the City of Columbia and Richland County. The property falls within both the Whaley

Neighborhood and Assembly Street Corridor sub areas (pages 12-14 and 19-20), and the plan proposed a future land use classification of Urban Core Neighborhood Activity Center (UCAC-1) for the property (page 33). Specific Mill District Characteristics were provided related to each recommended future land use classification, and for UCAC-1, these were: “mill vernacular architecture; small to medium scale; reflects patterns of adjacent neighborhoods” (page 33). The plan recommended the inclusion of on-street bike facilities along Dreyfus (page 63) as well as a greenway connection between Assembly and property on the south side of Dreyfus (along the western edge of the Capital City Ballpark property) (page 62). It also recommended the creation of a Heyward Street connection between the Mill District and Assembly Street (pages 64-66), inclusive of water quality and greenspace improvements (page 88).

Dreyfus Road was also included as part of an EPA Greening America’s Communities design charrette in 2018, subsequent to which a summary document regarding recommendations for the Rocky Branch Greenway was created for the EPA. Though the document did not make recommendations specific to the subject property, it did address the provision of pedestrian facilities along Dreyfus Road, as well as the alignment of the intersection of Dreyfus and Assembly.

PROPOSED ZONING DISTRICT SUMMARY

The subject property currently has base zoning of Employment Campus District (EC), a portion within the Floodplain Overlay District (OV-FP). Adjacent parcels within the City of Columbia are currently zoned Residential Mixed District (RM-2) to the northwest and Neighborhood Center/Corridor District (NAC) to the northeast. Portions of both of these districts are within the Floodplain Overlay District (OV-FP).

Adjacent parcels in unincorporated Richland County are currently zoned Light Industrial (M-1) to the southeast and southwest, including the properties included in the associated Annexation with Map Amendment request, ANNEX-2024-0001. Upon the implementation of Richland County’s new Land Development Code and Zoning Maps on March 1, 2024, the adjacent County-zoned properties will continue to be zoned Light Industrial (M-1).

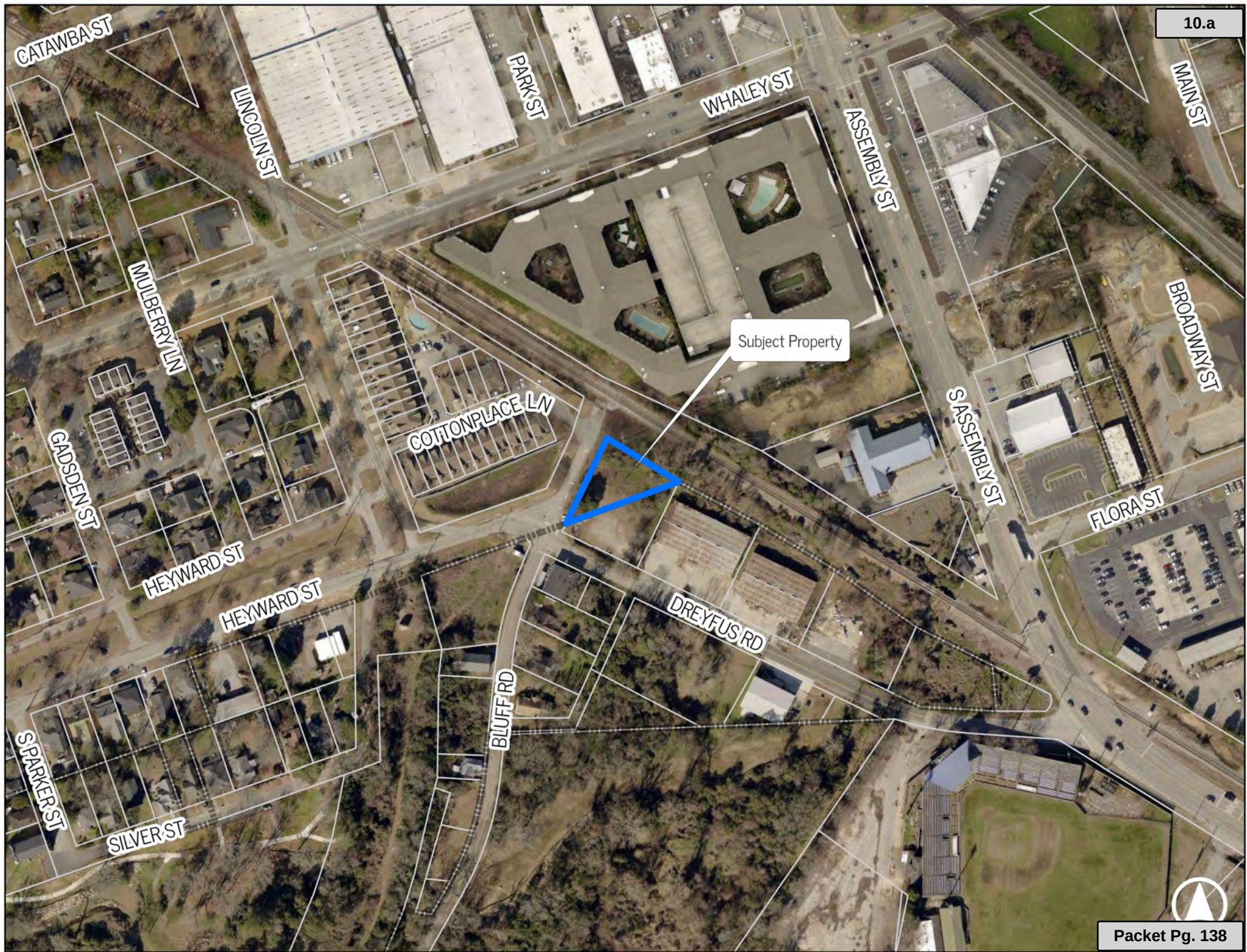
The proposed zoning district is Light Industrial District (LI), a portion within the Floodplain Overlay District (OV-FP).

Refer to attached zoning district classification descriptions.

STAFF RECOMMENDATION

Staff recommends denial of the requested Light Industrial District (LI) zoning. This request is related to the Annexation with Map Amendment Request, ANNEX-2024-0001, and although the subject properties of these two related requests contain two vacant/recently vacant warehouses, the land use proposed in *The Capital City Mill District Area & Corridor Plan* (2017), adopted by both the City of Columbia and Richland County, encourages a more neighborhood-scaled zoning district for this part of Dreyfus Road.

Regardless of base zoning district, this property will retain the Floodplain Overlay District (OV-FP) on a portion of the property, aligned with current FEMA floodplain maps for this area.



Future Land Use

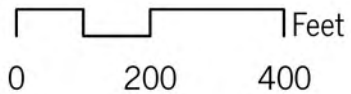
E/S Bluff Road, TMS# 11301-16-01

10.a

Future Land Use: Urban Core Neighborhood Activity Center (UCAC-1)

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

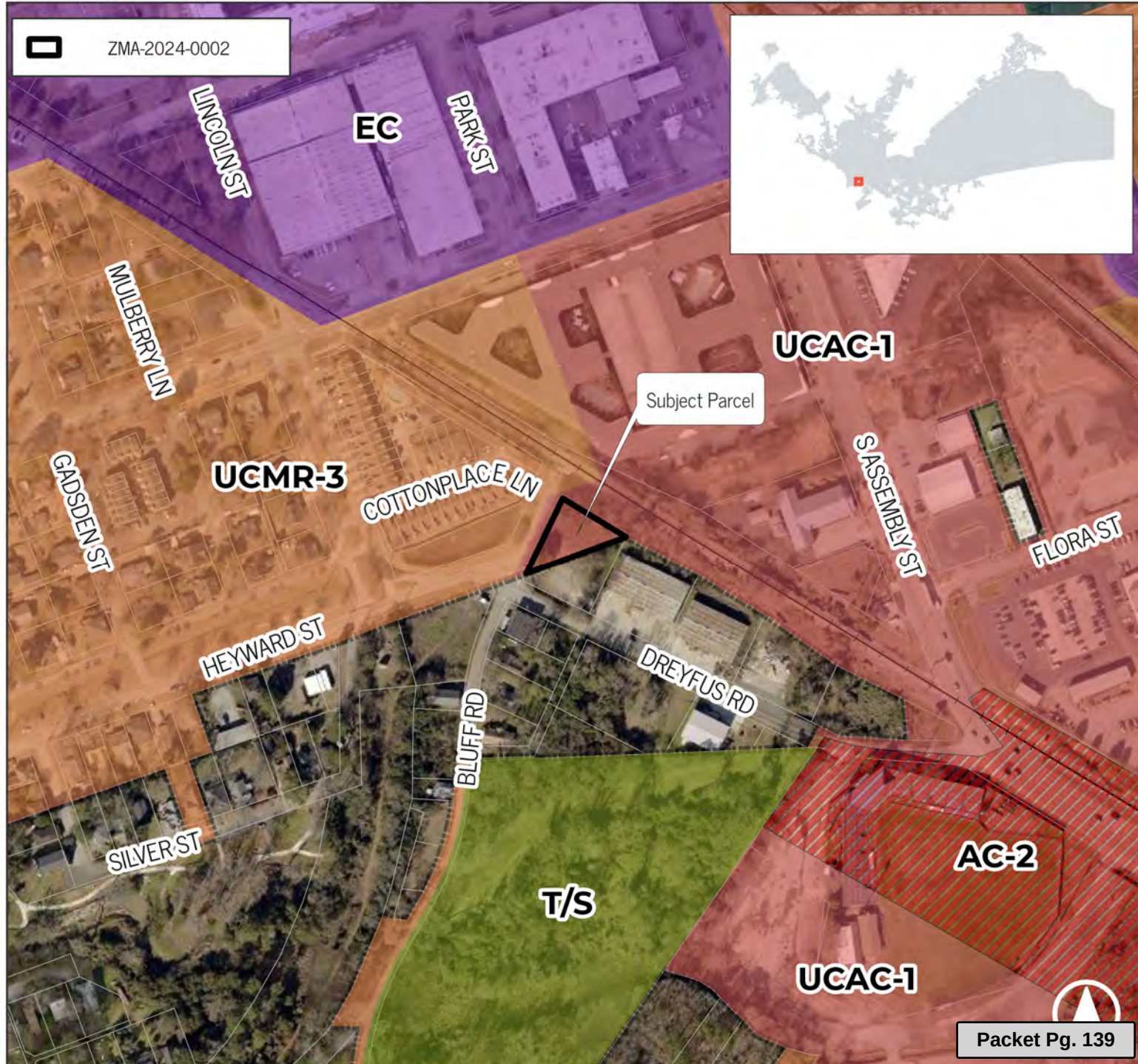


Planning & Development Services Department

Created by: sw Hudson Date: 1/23/2024



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Zoning

E/S Bluff Road, TMS# 11301-16-01

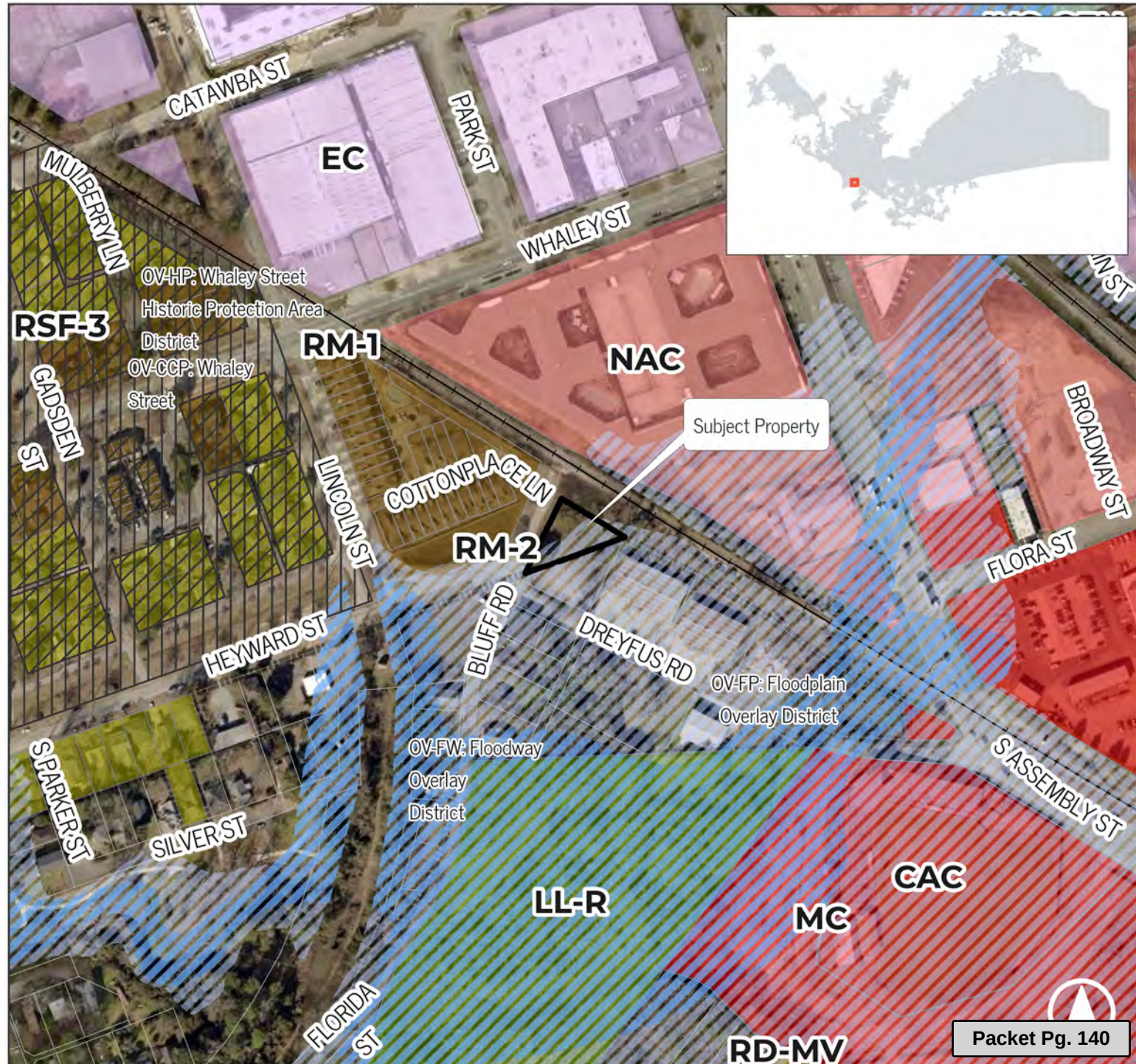
Current Zoning: Employment Campus District (EC), portions within OV-FP

Proposed Zoning: Light Industrial District (LI), portions within OV-FP

10.a

Legend

- CAC: Community Activity Center/Corridor
- NAC: Neighborhood Center/Corridor
- MC: Mixed Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- RD-MV: Residential Two-Family - Mill Village District
- EC: Employment Campus District
- LL-R: Large Lot - Reserve District
- INS-GEN: Institutional - General District
- OV-HP: Historic Preservation Overlay Districts
- OV-CCP: Community Character Protection Overlay Districts
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 200 400 Feet

Planning & Development
Services Department

Created by: swudson Date: 1/23/2024



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Existing Future Land Use Classification

Development Types

URBAN CORE NEIGHBORHOOD ACTIVITY CENTER (UCAC-1)

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



UCAC-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

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

SECONDARY TYPES

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

TERTIARY TYPES

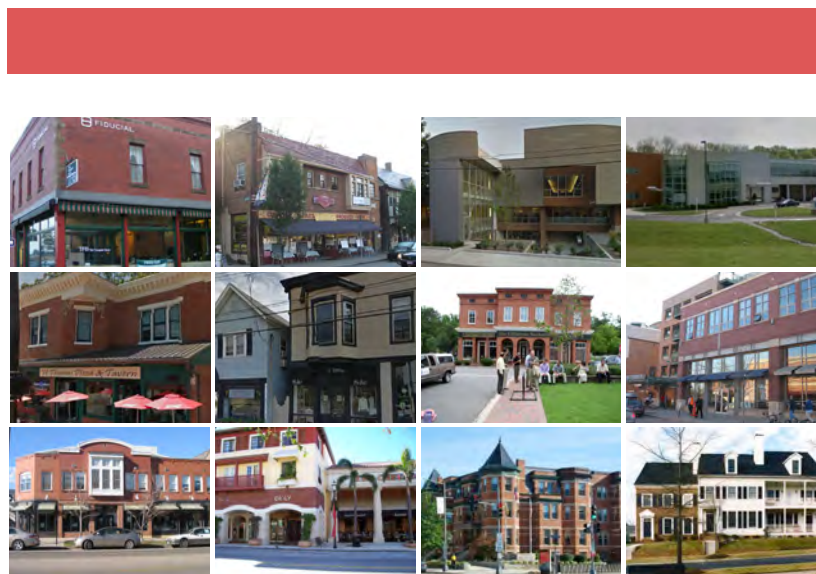
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UCAC-1 DEVELOPMENT PATTERN/CONTEXT

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



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

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

Existing Zoning District



EC: Employment Campus District

Purpose

The purpose of the Employment Campus (EC) District is to provide lands that accommodate a mix of employment, research and development, and light industrial development, with an expectation of high quality design, typically within a campus setting.

Development allowed in the EC District includes office, institutional, light industrial, research, and similar employment uses. Allowed uses include trade schools, offices, research and medical laboratories, and medium-intensity manufacturing, as well as uses such as multi-family dwellings, restaurants, and retail sales and services that are supportive of principal employment-based uses.

Intensity and Dimensional Standards

Standard	Multi-Family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	N/A
Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	75	
Density, max. (du/acre)	N/A	
Front Yard Setback, min. (ft.)	15	
Side Yard Setback, min. (ft.)	5	
Rear Yard Setback, min. (ft.)	10	
Building Height, max. (ft.)	75	

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

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Community recreation center	Elementary, middle, or high school
Dwelling, live -work	Cultural facility	School, business or trade
Dwelling, mixed-use	Day care facility	Hospital
Dwelling, multifamily	Government office	Laboratory, medical or dental
Dwelling, townhouse	Library	Medical or dental clinic/office
Continuing care Community (CCRC) ¹	Membership organization facility	Nursing care facility
Residential care facility ²	Place of worship ¹	Park or greenway ¹
Broadcasting studio	Public safety facility	Park and ride
Newspaper or periodical publishing establishment	Social services facility	Parking lot ¹
	College or university	Parking structure ¹

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

EC: EMPLOYMENT CAMPUS

Passenger terminal, surface transportation	Recreation facility, indoor, not elsewhere listed
Utility facility, major ²	Recreation facility, outdoor, not elsewhere listed
Utility facility, minor	Building supplies and equipment store
Animal shelter	Consumer goods store
Kennel ¹	Convenience store ²
Veterinary hospital or clinic ¹	Farmers' market
Laboratory, testing or research	Grocery store or food market
Linen or uniform supply	Liquor store ²
Self-service storage ¹	Gasoline sales and service station ¹
Sign fabricating establishment	Personal vehicle repair and maintenance ¹
Eating establishment only ¹	Personal vehicle sales and rentals ¹
Eating and drinking establishment, Type 1 ¹	Vehicle paint and finishing shop
Eating and drinking establishment, Type 2 ²	Hotel or motel
Funeral home or mortuary	Agriculture and forestry uses, not elsewhere listed
Business/Professional office	Community garden ¹
Contractor's office	Crop production and processing
Bank, retail	Warehouse distribution and storage
Beauty salon or barbershop	Wholesale sales, not elsewhere listed
Body piercing or tattoo establishment ¹	Manufacturing, assembly, or fabrication, light
Dry cleaning pick-up ¹	Manufacturing, assembly, or fabrication, medium
Laundry, coin-operated	
Nail salon	
Repair of personal goods	
Car wash	
Banquet hall	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

Proposed Zoning District



LI: Light Industrial District

Purpose

The purpose of the Light Industrial (LI) District is to provide lands that allow light industrial development. Development allowed in the LI District includes wholesaling, distribution, storage, processing, research and development, light manufacturing, and related development. The district also accommodates support uses such as office and limited commercial uses that primarily serve the principal industrial uses.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	N/A
Building Height, max. (ft.)	75

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

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED		
Broadcasting studio	Laboratory, medical or dental	Utility facility, major
Newspaper or periodical publishing establishment	Medical or dental clinic/office	Utility facility, minor
Correctional facility ²	Arboretum or botanical garden	Animal shelter
Cultural facility ²	Cemetery	Kennel ¹
Government office	Park or greenway ¹	Veterinary hospital or clinic ¹
Library	Airport	Equipment rental
Membership organization facility	Park and ride	Laboratory, testing or research
Place of worship ¹	Parking lot ¹	Lawn, tree, or pest control services
Public safety facility	Parking structure ¹	Linen or uniform supply
Social services facility	Passenger terminal, surface transportation	Self-service storage ¹
School, business or trade	Solar energy conversion system (large scale) ¹	Sign fabricating establishment
		Eating establishment only ¹

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LI: LIGHT INDUSTRIAL

Eating and drinking establishment, Type 1 ¹	Commercial vehicle sales and rentals ¹
Eating and drinking establishment, Type 2 ²	Gasoline sales and service station ¹
Crematory	Personal vehicle repair and maintenance ¹
Business/Professional office	Personal vehicle sales and rentals ¹
Contractor's office	Vehicle equipment supplies sales and rentals
Body piercing or tattoo establishment ¹	Vehicle paint and finishing shop
Dry cleaning pick-up ¹	Vehicle towing and wrecker service ¹
Laundry, coin-operated	
Non-depository personal credit institution ¹	Agriculture and forestry uses, not elsewhere listed
Repair of personal goods	Community garden ¹
Car wash	Crop production and processing
Amusement park	Contractor's yard
Arena, stadium, or outdoor theater	Motor freight facility
Recreation facility, indoor, not elsewhere listed	Warehouse distribution and storage
Sexually-oriented business ²	Wholesale sales, not elsewhere listed
Building supplies and equipment store	Manufacturing, assembly, or fabrication, light
Consumer goods store	Manufacturing, assembly, or fabrication, medium
Convenience store ²	
Farmers' market	Composting facility ²
Liquor store ²	Junk, salvage, scrap, or wrecking yard ²
Fuel sales (bulk)	Recycling center ²
Commercial fuel depot	
Commercial vehicle repair and maintenance	Refuse processing facility ²

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2024-017

Amending the Official Zoning Map to modify the zoning for 1115 Greenlawn Drive, Richland County TMS #16414-10-02

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 1115 Greenlawn Drive, Richland County TMS# 16414-10-02; and,

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

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

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

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

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1115 Greenlawn Drive, Richland County TMS# 16414-10-02 and as shown in Attachment A, is hereby rezoned from Residential Single-Family – Large Lot District (RSF-1) to Institutional District (O-I). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

Future Land Use

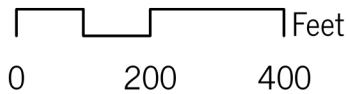
1115 Greenlawn Drive, TMS# 16414-10-02

10.c

Future Land Use: Urban Edge Residential Large Lot (UER-2)

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

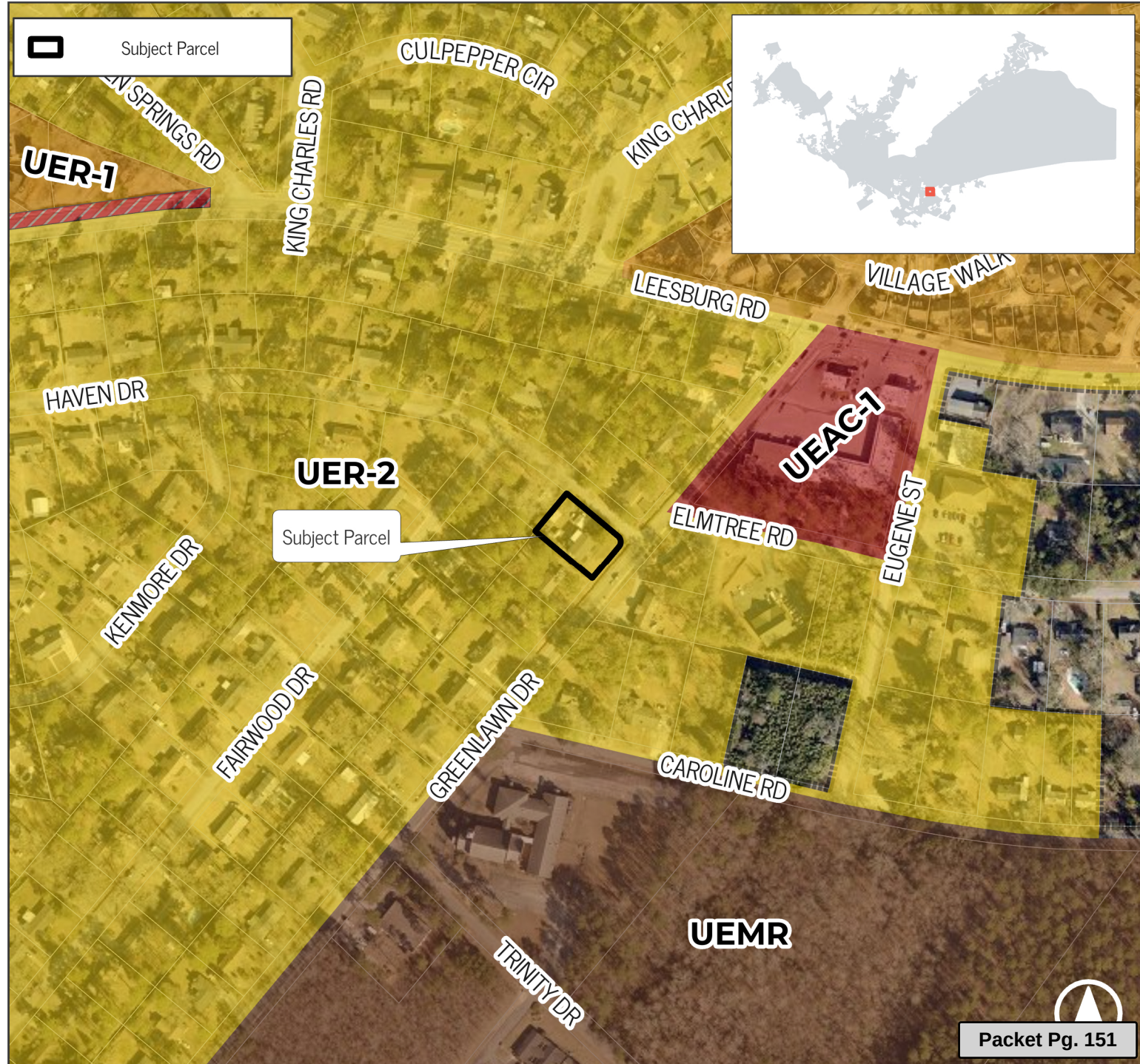


Planning & Development Services Department

Created by: sw Hudson Date: 1/19/2024



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Zoning

1115 Greenlawn Drive, TMS# 16414-10-02

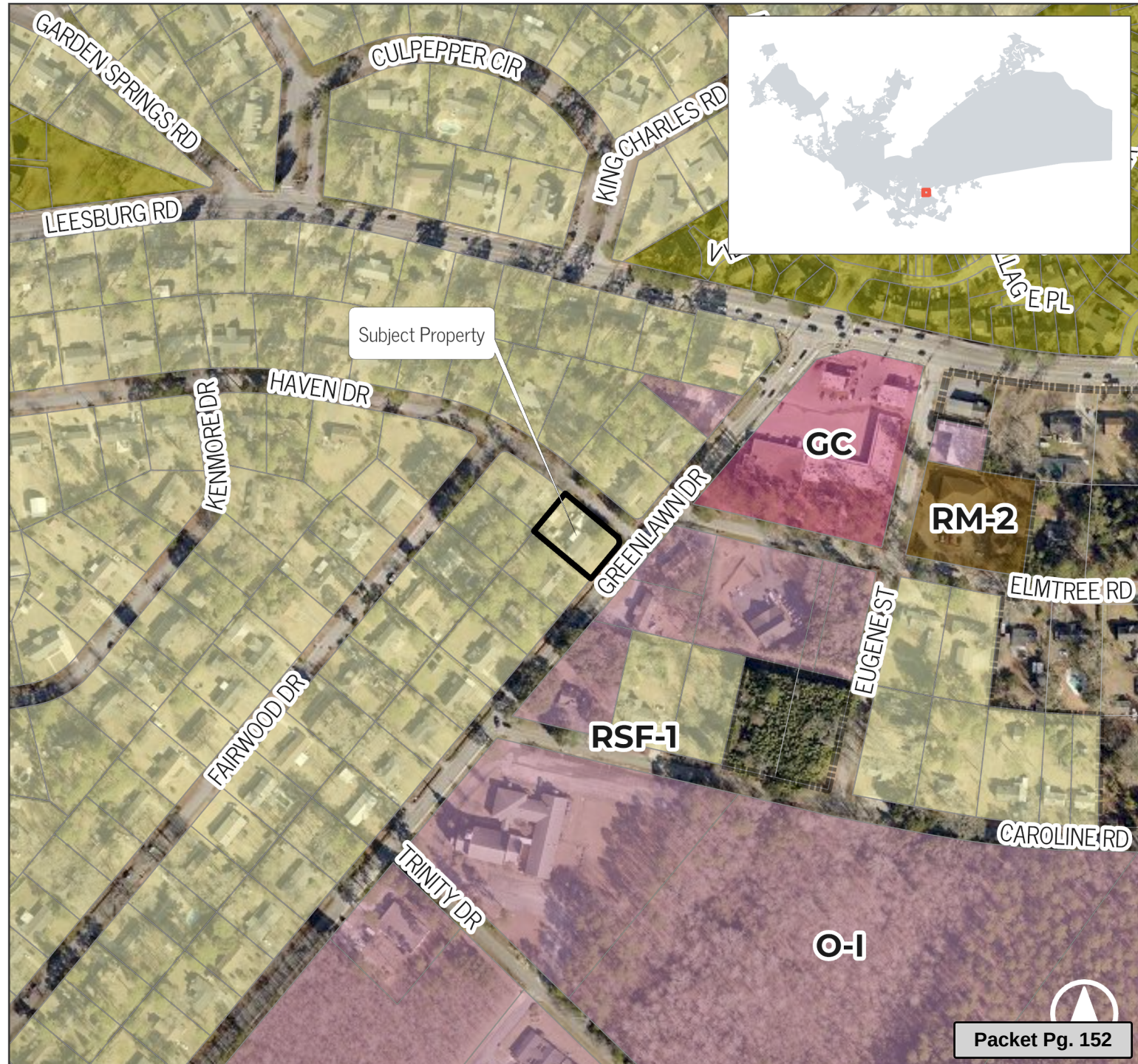
Current Zoning: Residential Single Family - Large Lot District (RSF-1)

Proposed Zoning: Office and Institutional District (O-I)

10.d

Legend

- O-I: Office and Institutional District
- GC: General Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RSF-1: Residential Single Family - Large Lot District
- RM-2: Residential Mixed
- Parcels
- City Limits



0 200 400 Feet

Planning & Development Services Department

Created by: swudson Date: 1/19/2024



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We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on March 19, 2024.

ATTACHMENTS:

- **#a:** 2024-009 - Verve Columbia Encroachment (PDF)
- **#b:** 2024-009 - Verve Columbia Encroachment Case packet (PDF)

HISTORY:

03/19/24

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2024-009

Granting an encroachment to Subtext Acquisitions, LLC, for the use of the right of way areas of the 400 block of Blossom Street, the 400 block of Wheat Street, the 500 block of Williams Street and the 500 block of Huger Street for the installation and maintenance of sidewalks, landscaping and irrigation adjacent to 408 and 436 Blossom Street and 519 Huger Street, Richland County TMS# 08910-03-01, 08910-03-02A, 08910-03-02B, 08910-03-03 and 08910-03-04

WHEREAS, Subtext Acquisitions, LLC, (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 400 block of Blossom Street, the 400 block of Wheat Street, the 500 block of Williams Street and the 500 block of Huger Street for the installation and maintenance of sidewalks measuring approximately six (6') feet in width one thousand three hundred fifty-five (1,355') feet in length, landscaping and irrigation adjacent to 408 and 436 Blossom Street and 519 Huger Street, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2024, that Grantee is hereby granted the right to use the right of way areas of the 400 block of Blossom Street, the 400 block of Wheat Street, the 500 block of Williams Street and the 500 block of Huger Street adjacent to 408 and 436 Blossom Street and 519 Huger Street, Richland County TMS# 08910-03-01, 08910-03-02A, 08910-03-02B, 08910-03-03 and 08910-03-04, for the installation and maintenance of sidewalks measuring approximately six (6') feet in width one thousand three hundred fifty-five (1,355') feet in length, landscaping and irrigation, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

8. Any changes to the encroachment plan will require review and approval by Planning and Development Services Staff.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

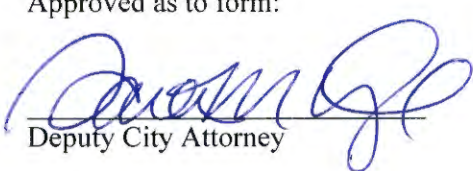
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

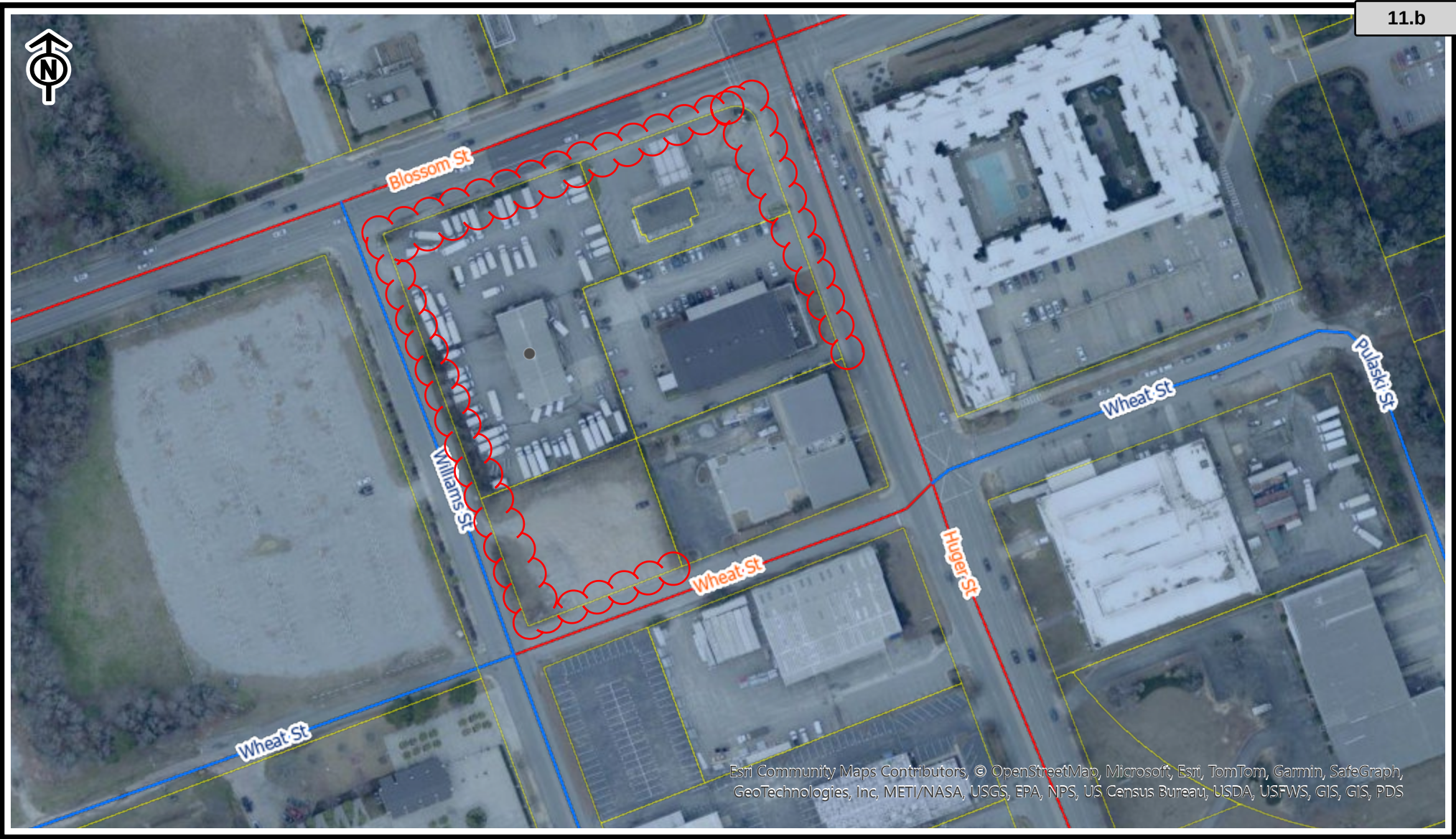
**CITY COUNCIL
ENCROACHMENT SUMMARY
2024-0009**



**400 BLOCK OF BLOSSOM STREET, 400 BLOCK OF WHEAT STREET, 500 BLOCK
OF WILLIAMS STREET, 500 BLOCK OF HUGER STREET
ADJACENT TO 408 AND 436 BLOSSOM STREET AND 519 HUGER STREET
SIDEWALKS, LANDSCAPING AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 408 and 436 Blossom Street and 519 Huger Street
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks, landscaping and irrigation.
Applicant:	Subtext Acquisitions, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of sidewalks measuring approximately six (6') feet in width one thousand three hundred fifty-five (1,355') feet in length, landscaping and irrigation adjacent to 408 and 436 Blossom Street and 519 Huger Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Any changes to the encroachment plan will require review and approval by Planning and Development Services Staff.
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City of Columbia



This map was prepared using
the City GIS Viewer

City of Columbia - GIS Division

2/8/2024 10:29 AM

Tax Parcel

Street & Ownership CFCC,Ownership

Interstate

Highway

City Maintained

State Maintained

Private

Others

Columbia City Limits

0 0.02 0.04 0.07
mi

CITY OF COLUMBIA GIS DATA DISCLAIMER:

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Permanent Encroachment

Application and Checklist

1. Applicant Information

Name Bethany Rooney	
Company (if applicable) SubtextAcquisitionsLLC	
Address (street, city, state, zip) 3000 Locust Street, St. Louis, MO, 63103	
Phone (314) 328-6420	Email brooney@subtextliving.com

2. Property Information

Address 408 & 436 Blossom St., 519 Huger St., and 401 Wheat St., Columbia, SC 29201	
Tax Map Reference Number(s) TMS# R08910-03-01, R08910-03-02A, R08910-03-02B, R08910-03-03, R08910-03-04	
Current use Commercial	Proposed use Private Dormitory

3. Property Ownership

Does the applicant own the adjacent property? ☐ Yes ☒ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment

Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

Verve Columbia will be a 4-story student housing development with 233 units and 697 beds. Driveways on Huger Street and Wheat Street will serve the site and provide connection to the private parking deck. Open spaces will include pool & associated amenities, sport court, and public/private dog park.

Permanent encroachments within the City right-of-way will include curb and gutter, sidewalk, signs, pedestrian street lights, utility pole for small cell node, storm drain, and streetscape trees and plantings with irrigation.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment

Application and Checklist

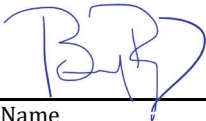
Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

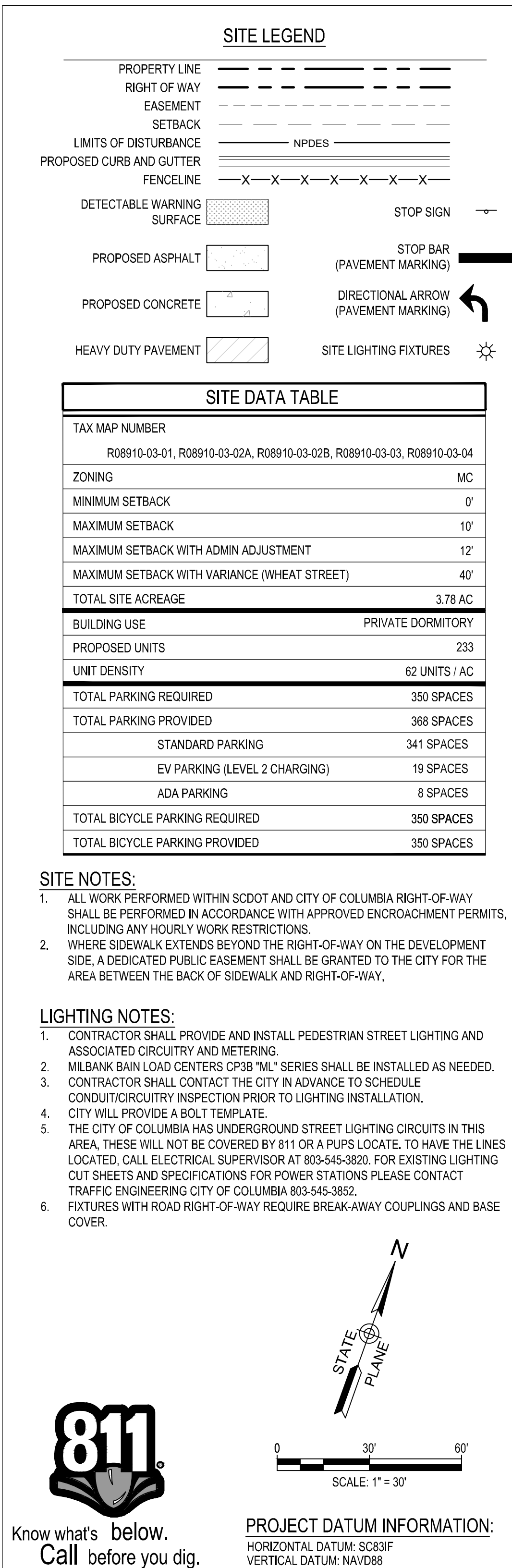
Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant	
	
Print Name	Date
Bethany Rooney	01/16/2024



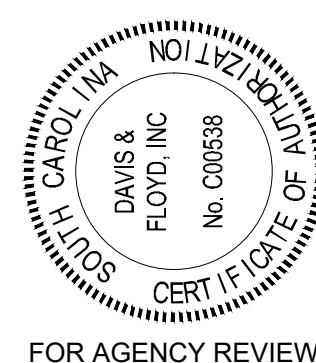
5901 PEACHTREE DUNWOODY RD.
BUILDING C, SUITE 250
ATLANTA, GA 30328
TELEPHONE: 678-506-8830
DYNAMIKDESIGN.COM

CONSULTANT:
DAVIS & FLOYD

SINCE 1954

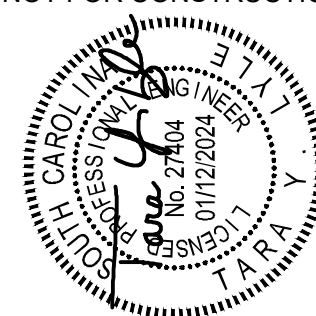
WWW.DIVERSITY.COM

319 HIGHWAY 72/221 EAST
GREENWOOD, SC 29649



COA:

FOR AGENCY REVIEW
NOT FOR CONSTRUCTION



SEAL:

408 BLOSSOM STREET
COLUMBIA, SC 29201

300 LOCUST STREET
ST LOUIS MO 63103

subtext

CLIENT:

PROJECT NUMBER: SBT2023-01

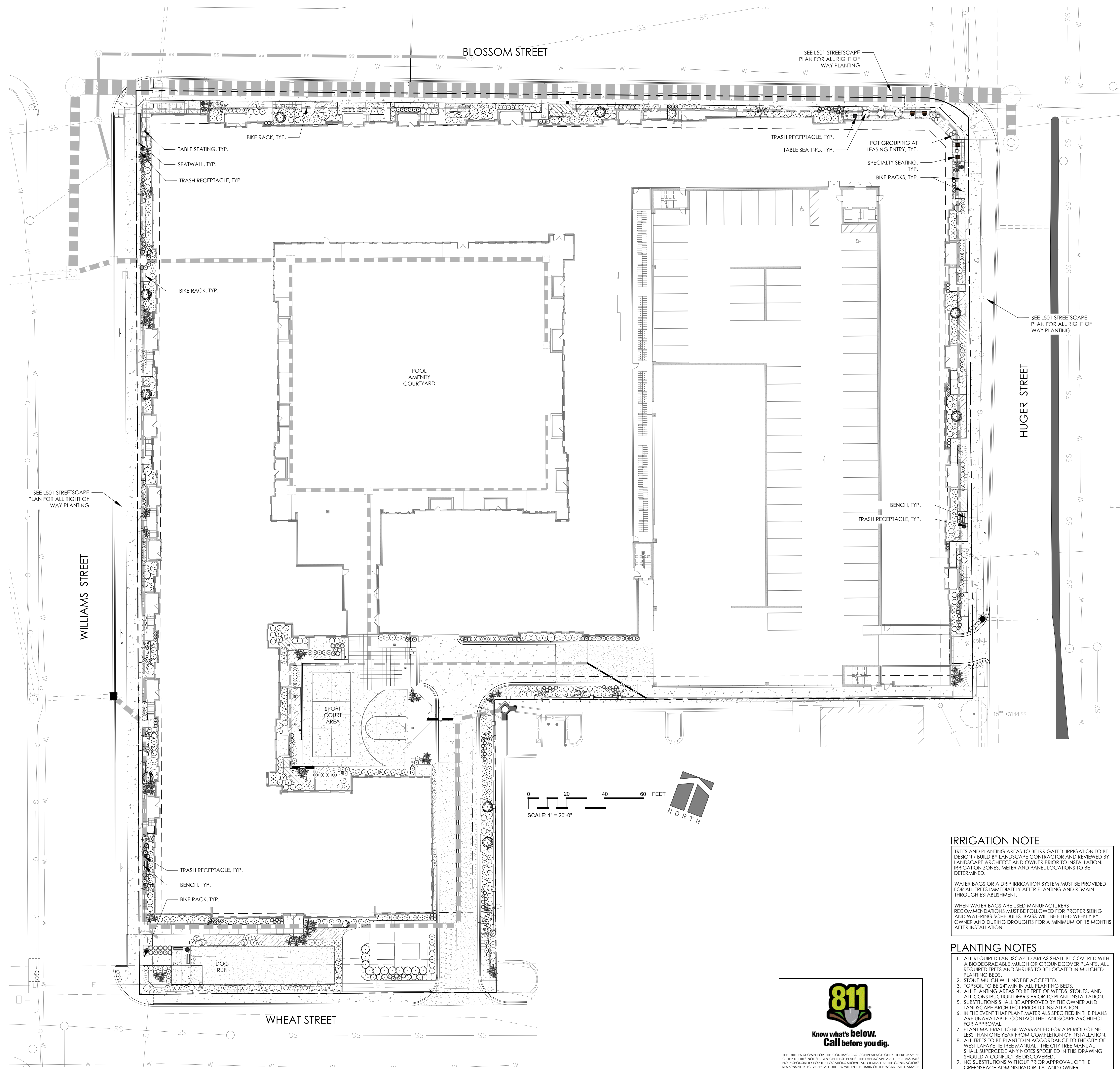
[illegible]

TITLE

SITE PLAN

SHEET NUMBER

C200



IRRIGATION NOTE

TREES AND PLANTING AREAS TO BE IRRIGATED. IRRIGATION TO BE DESIGN / BUILD BY LANDSCAPE CONTRACTOR AND REVIEWED BY LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION. IRRIGATION ZONES, METER AND PANEL LOCATIONS TO BE DETERMINED.

WATER BAGS OR A DRIP IRRIGATION SYSTEM MUST BE PROVIDED FOR ALL TREES IMMEDIATELY AFTER PLANTING AND REMAIN THROUGH ESTABLISHMENT.

WHEN WATER BAGS ARE USED MANUFACTURERS RECOMMENDATIONS MUST BE FOLLOWED FOR PROPER SIZING AND WATERING SCHEDULES. BAGS WILL BE FILLED WEEKLY BY OWNER AND DURING DROUGHTS FOR A MINIMUM OF 18 MONTHS AFTER INSTALLATION.

PLANTING NOTES

1. ALL REQUIRED LANDSCAPED AREAS SHALL BE COVERED WITH A BIODEGRADABLE MULCH OR GROUND COVER PLANTS. ALL REQUIRED TREES AND SHRUBS TO BE LOCATED IN MULCHED PLANTING BEDS.
2. STONE MULCH WILL NOT BE ACCEPTED.
3. TOPSOIL TO BE 24" MIN IN ALL PLANTING BEDS.
4. ALL PLANTING AREAS TO BE FREE OF WEEDS, STONES, AND ALL CONSTRUCTION DEBRIS PRIOR TO PLANT INSTALLATION.
5. SUBSTITUTIONS SHALL BE APPROVED BY THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
6. IN THE EVENT THAT PLANT MATERIALS SPECIFIED IN THE PLANS ARE UNAVAILABLE, CONTACT THE LANDSCAPE ARCHITECT FOR APPROVAL.
7. PLANT MATERIAL TO BE WARRANTED FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM COMPLETION OF INSTALLATION.
8. ALL TREES TO BE PLANTED IN ACCORDANCE TO THE CITY OF WEST LAFAYETTE TREE MANUAL. THE CITY TREE MANUAL SHALL SUPERCEDE ANY NOTES SPECIFIED IN THIS DRAWING SHOULD A CONFLICT BE DISCOVERED.
9. NO SUBSTITUTIONS WITHOUT PRIOR APPROVAL OF THE GREENSPACE ADMINISTRATOR, L.A. AND OWNER.



THE UTILITIES SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGES MADE TO EXISTING UTILITIES DURING CONSTRUCTION LIES WITH THE CONTRACTOR.

PLANT KEY		
SYMBOL	CODE	COMMON NAME
TREES		
	SS	Cabbage Palmetto
	TS	Emerald Green Arborvitae
	IAF	Foster No. 2 Holly
	GB	Sky Tower™ Maidenhair Tree
SHRUBS		
	FB	Blue Mist Dwarf Fothergilla
	ICC	Carissa Chinese Holly
	LJ	Curly Leaf Ligustrum
	DM	Distylium
	IB	Dwarf Burford Holly
	AF	Formosa Indica Azalea
	PH	Hameln Fountain Grass
	TM	Hicks Yew
	AK	Kaleidoscope Glossy Abelia
	CA	Karl Foerster Feather Reed Grass
	IS2	Little Henry® Sweetspire
	AG	Mrs. G.G. Gerbing Azalea
	HW	Oakleaf Hydrangea
	LR	Ruby Loropetalum
	SR	Saw Palmetto
	IG	Shamrock Inkberry Holly
	OF	Sweet Olive
SHRUB AREAS		
	RF	Black Eyed Susan
	IV	Blue Flag Iris
	PH2	Heavy Metal Switch Grass
GROUND COVERS		
	LG	Evergreen Giant Lilyturf

PLANT SCHEDULE

CODE	COMMON NAME	CAL	SIZE	CONT	QTY	
TREES						
GB	Sky Tower™ Maidenhair Tree	2' Cal.	10' Min Height	B&B	3	
IAF	Foster No. 2 Holly	-	6-8' Height	B&B	9	
SS	Cabbage Palmetto	-	12' Min Height		18	
TS	Emerald Green Arborvitae	-	6' Min. Height	B&B	16	
CODE	COMMON NAME	CONT	SIZE	NATIVE	QTY	
SHRUBS						
AK	Kaleidoscope Glossy Abelia	3 Gal.			66	
AF	Formosa Indica Azalea	3 Gal.			23	
AG	Mrs. G.G. Gerbing Azalea	3 Gal.			50	
CA	Karl Foerster Feather Reed Grass	1 Gal.			63	
DM	Distylium	3 Gal.			62	
FB	Blue Mist Dwarf Fothergilla	3 Gal.			59	
GD	Dwarf Gardenia	1 Gal.			30	
HW	Oakleaf Hydrangea	3 Gal.			14	
ICC	Carissa Chinese Holly	3 Gal.			103	
IB	Dwarf Burford Holly	3 Gal.			38	
IG	Shamrock Inkberry Holly	3 Gal.			24	
IS2	Little Henry® Sweetspire	3 Gal.			31	
LJ	Curly Leaf Ligustrum	3 Gal.			47	
LR	Ruby Loropetalum	3 Gal.			54	
OF	Sweet Olive	-	48" Height		3	
PH	Hameln Fountain Grass	1 Gal.			99	
SR	Saw Palmetto	10 Gal.			65	
TM	Hicks Yew	3 Gal.			33	
CODE	COMMON NAME	CONT	NATIVE	SPACING	QTY	
SHRUB AREAS						
IV	Blue Flag Iris	1 Gal.	Native	24" o.c.	190	
PH2	Heavy Metal Switch Grass	1 Gal.	Native	42" o.c.	102	
RF	Black Eyed Susan	1 Gal.	Native	36" o.c.	106	
CODE	COMMON NAME	CONT	PLUG	NATIVE	SPACING	QTY
GROUND COVERS						
FG	Blue Fescue	1 GAL.		12" o.c.	493	
LG	Evergreen Giant Lilyturf	1 GAL.		12" o.c.	561	

DYNAMIK DESIGN

5801 PEACHTREE DUNWOODY RD.
BUILDING C, SUITE 250
ATLANTA, GA 30328
TELEPHONE: 678-506-8830
DYNAMIKDESIGN.COM



CONSULTANT:

AJC
DESIGN
GROUP

770.330.0814
1891 WOODLAND WAY
DUNWOODY, GA 30338

SEAL:

408 BLOSSOM STREET
COLUMBIA, SC 292013000 LOCUST STREET
ST. LOUIS, MO 63103

PROJECT NUMBER: SBT2023-01

VERVE COLUMBIA

CLIENT:

subtext

△	DRAWING RELEASE	DATE
A	CITY SITE PLAN REVIEW	11/10/2023
	SCHEMATIC DESIGN	11/10/2023
	DDWG SUBMITTAL	12/21/2023
	CITY AND SCDOT PERMITS	01/12/2024

TITLE:

PLANTING
PLAN

SHEET NUMBER:

L521



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on March 19, 2024.

ATTACHMENTS:

- **#a:** Memo_Ordinance_2024_010 (PDF)
- **#b:** 2024-010 - Amending Chapter 21, Sec. 21-61 (PDF)

HISTORY:

03/19/24

Columbia City Council

APPROVED ON FIRST READING.



We Are Columbia

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

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water

DATE: March 19, 2024

Subject: Recommendation for Approval
Ordinance No.: 2024-010
Amending Code of Ordinances, Chapter 21

Utilities and Engineering Article II. Stormwater Quantity and Quality Control, Division 6, Charges and Fees 1998 Code of Ordinances has a section the department proposes to amend. The following summary is provided with the explanation.

Section 21-61 Field inspection and plan review. The proposed ordinance revision will require construction inspection fees to be paid before the issuance of the Notice of Termination of a Land Disturbance permit. The current process is to bill after Notice of Termination issuance, but the charges are going unpaid. This will allow the City to collect the funds before releasing the permit and closing out the project.

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

ORDINANCE NO.: 2024-010

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article II, Stormwater Quantity and Quality Control, Division 6, Charges and Fees, Section 21-61, Field inspection and plan review

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2024, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article II, Stormwater Quantity and Quality Control, Division 6, Charges and Fees, Section 21-61, Field inspection and plan review is amended to read as follows:

Sec. 21-61. Field inspection and plan review.

Fees associated with the plan review of land development construction documents and inspections will be assessed via the schedule below. The revision of such fees shall be approved by the city council.

Area of Land Disturbance	Fee
5,000 square feet—1 acre	\$150.00 flat fee + \$50.00/month inspection fee ¹
1—10 acre(s)	\$300.00 flat fee + \$50.00/month inspection fee ¹
10+ acres	\$500.00 flat fee + \$50.00/month inspection fee ¹
Linear	\$150.00 flat fee + \$50.00/month inspection fee ¹
Project Modifications ²	\$100.00 flat fee per modification submittal

¹ \$50.00 every month beginning the second month of land disturbance activities and ending on the date a notice of termination (NOT) is ~~approved~~ **processed** in accordance with section 21-44. One invoice shall be sent to the permittee for all monthly fees, ~~following NOT approval~~. For the purpose of invoicing, one month shall equal 30 days, and any remainder less than 30 days shall not be invoiced.

² For major project modifications that will affect hydrology calculations, a change or addition in point discharge location, and/or the addition of impervious or disturbed area.

(Ord. No. 2011-095, 12-20-11)

Requested by:

Utilities and Engineering _____

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

Last revised: 2/16/2024

24020253

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on March 19, 2024.

ATTACHMENTS:

- **#a:** 2024-018 - Tract 401 - Carolina Crossroads (PDF)
- **#b:** 2024-018 - EXHIBIT__Tract 401_Carolina Crossroads (TMS 07302-05-08) (PDF)

HISTORY:

03/19/24

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2024-018

Approval for Conveyance of City Property Identified as Tract 401 containing 0.066 Acre (2,881 SF), Richland County TMS#07302-05-08 for Carolina Crossroads Project at I-126 near Lawand Drive and Arrowwood Road; CF#250-631

WHEREAS, the City of Columbia (the “City”) entered into a mutual agreement with the South Carolina Department of Transportation for participating in all transactions involving City utilities for the Carolina Crossroads major road improvements projects along I-126, I-26 and I-20; and

WHEREAS, the City owns the former site of the Colonial Life Sewer Pump Station on Lawand Drive, identified as TMS#07302-05-08 (Tract 401) and shown on drawings for the Carolina Crossroads I-126 project. The sewer pump station has been abandoned and a new sewer pump station constructed by SCDOT on Richland County TMS#07302-05-03, identified as Tract 405; and

WHEREAS, the new Colonial Life Sewer Pump Station has been placed in operation by the City; and

WHEREAS, the South Carolina Department of Transportation has finalized this section of the project and has made a request for the City of Columbia to convey Tract 401, which is within the new right-of-way for I-126 to it; *NOW, THEREFORE*,

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2024, for and in consideration of the sum of One (\$1.00) Dollar and conveyance of Tracts 404 and 405 to the City of Columbia for the new Colonial Life Sewer Pump Station, the receipt of which is hereby acknowledged, the City Manager is hereby authorized to sign all documents necessary and execute a deed on behalf of the City of Columbia to the **SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION** for the conveyance of Tract 401 containing 0.066 acre (2,881 SF) shown on drawings for Carolina Crossroads I-126 and being on file in the office of the Department of Engineering under CF#250-631. A copy of said drawing being attached hereto and made a part hereof as Exhibit “A”.

LEGAL DEPARTMENT DRAFT

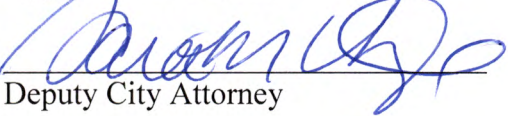
Requested by:

ACM Shealy

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

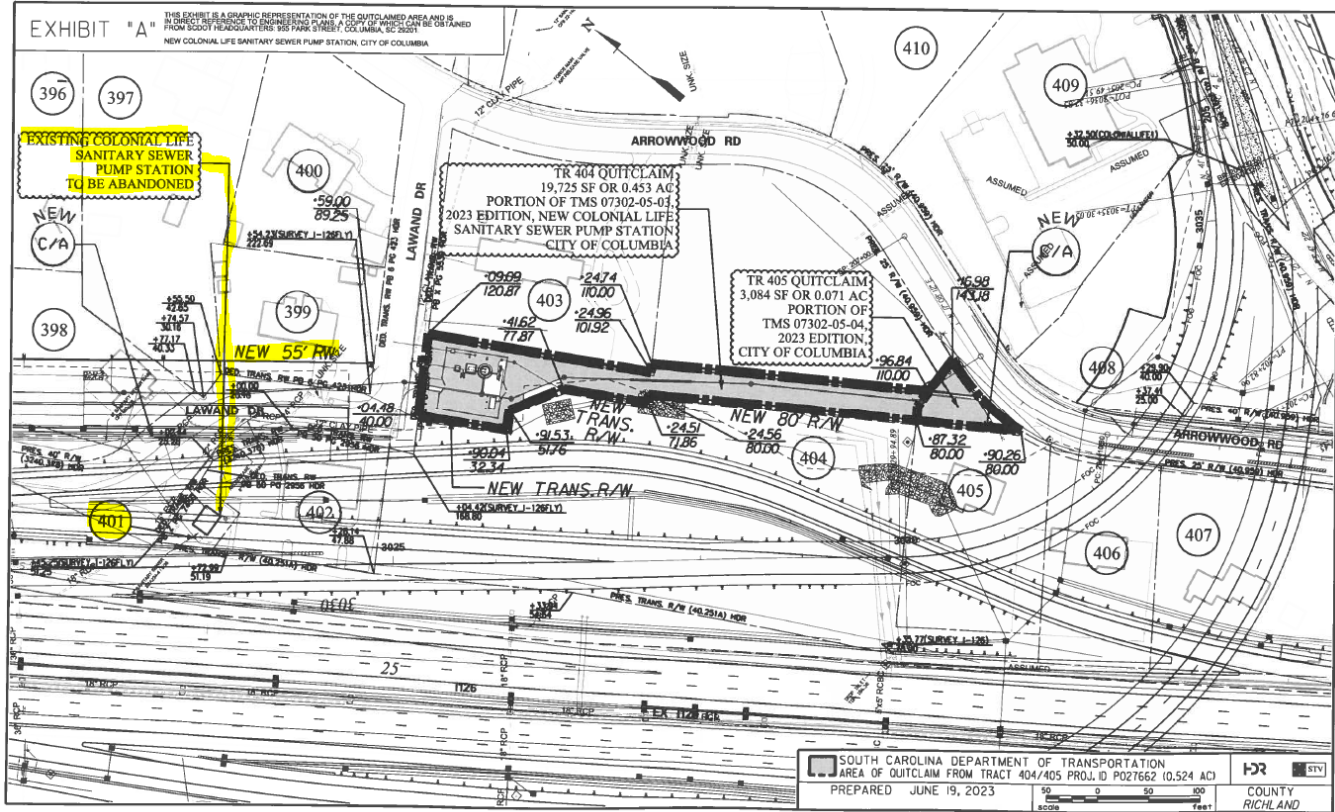
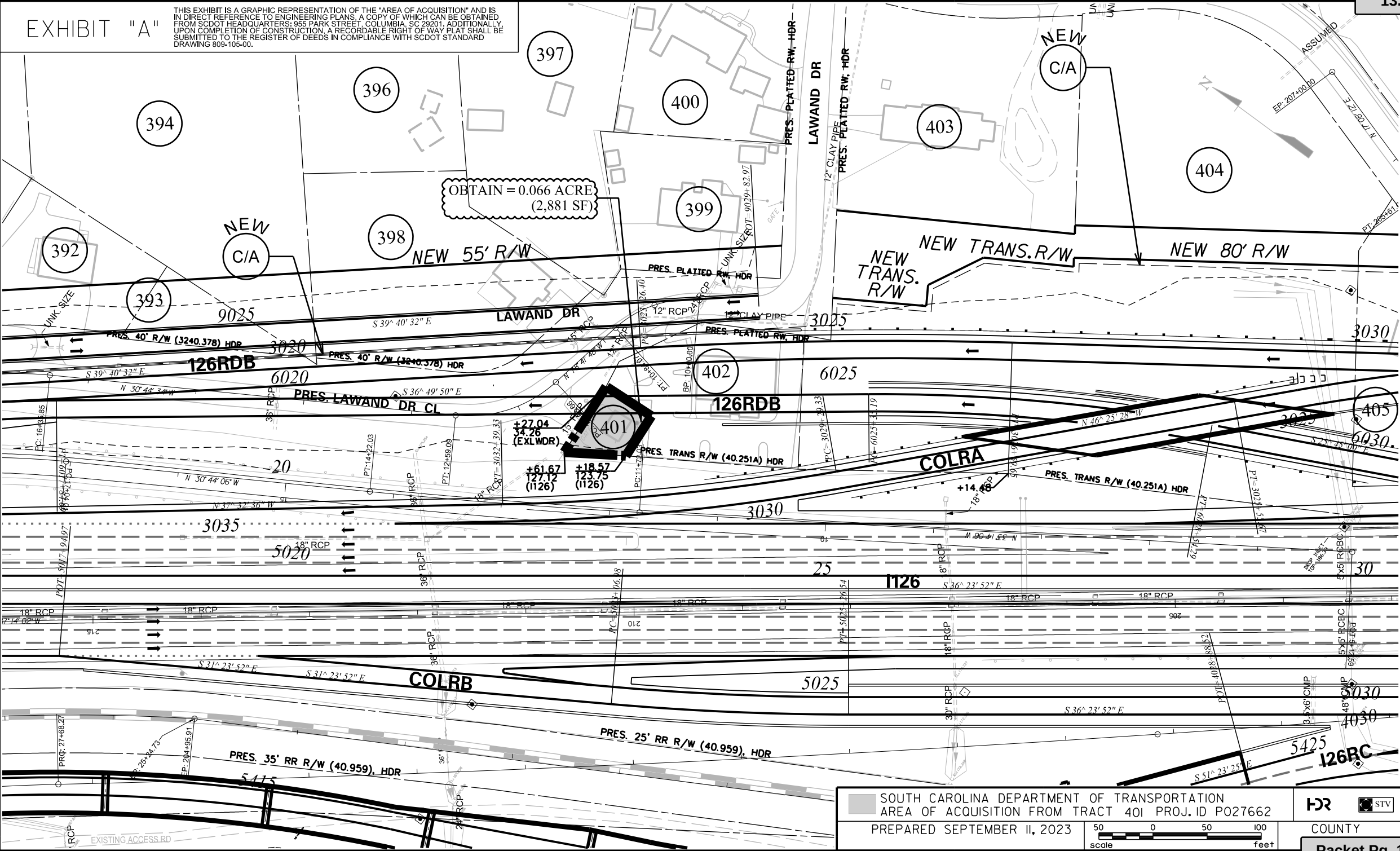


EXHIBIT "A"

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE "AREA OF ACQUISITION" AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS, A COPY OF WHICH CAN BE OBTAINED FROM SCDOT HEADQUARTERS: 955 PARK STREET, COLUMBIA, SC 29201. ADDITIONALLY, UPON COMPLETION OF CONSTRUCTION, A RECORDABLE RIGHT OF WAY PLAT SHALL BE SUBMITTED TO THE REGISTER OF DEEDS IN COMPLIANCE WITH SCDOT STANDARD DRAWING 809-105-00.





We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

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

First reading approval was given on March 19, 2024.

ATTACHMENTS:

- **#a:** Project Briefing - Colite Technologies - ED Committee (DOCX)
- **#b:** 2024-020 - (Project Macon) Credit Ordinance-v2 (003) (PDF)

HISTORY:

03/19/24

Columbia City Council

APPROVED ON FIRST READING.

City Council - Project Briefing

Project Name: Project Macon

Developer: Colite Technologies

Address(s): 2405 Millwood Avenue

Council District: 2

TMS Numbers: R11410-09-07

Proposed Development: Conversion of the former Nuttall's Tire building into 15,000 sq ft of modern workspace and warehousing facility

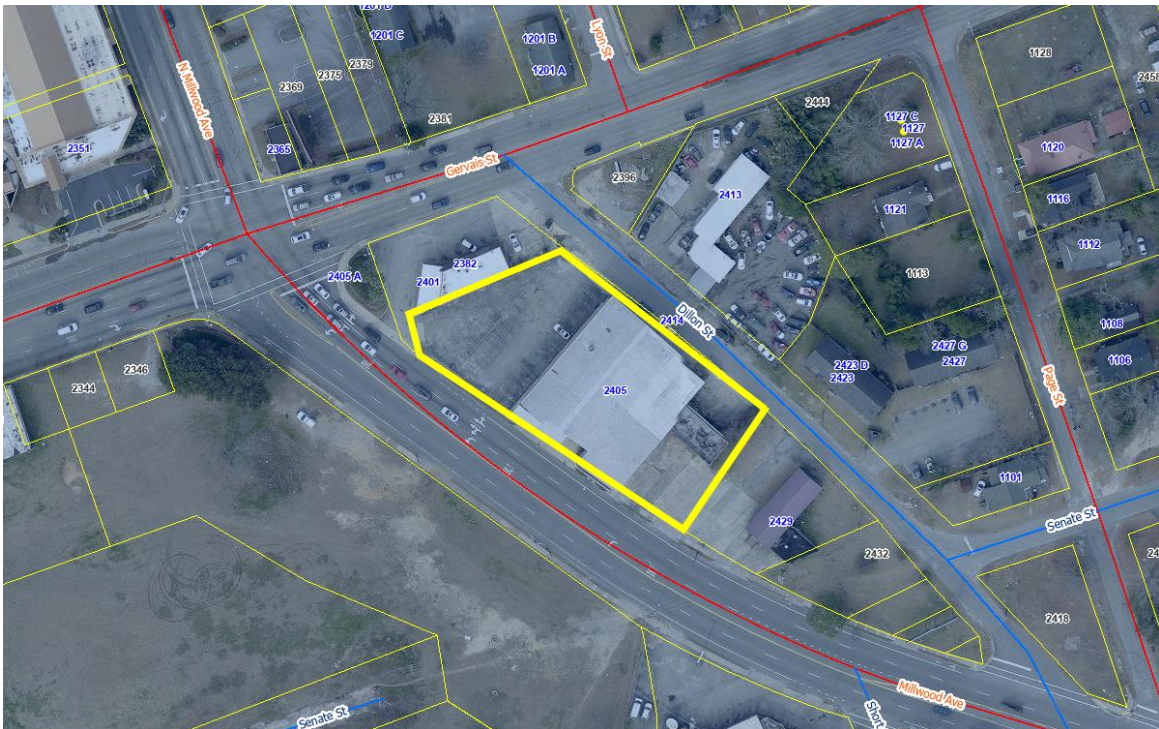
Project Investment: \$3,715,000

Support Request: 35% Special Source Revenue Credit for five years

Project Summary: Colite Technologies is an engineering, procurement, and construction activities contractor dedicated to helping commercial and industrial customers incorporate sustainable energy solutions into their operations. Founded in 2018, Colite Technologies has now grown to the point where their existing headquarters space is no longer adequate to support continued progress of the company. The property at 2405 Millwood Avenue is an attractive opportunity for their business, allowing them to upfit an older warehouse building to a modern workspace and warehousing facility that would help attract and retain employees and customers.

The existing building is roughly 15,000 square feet mostly comprised of open warehouse, with about 2000 sq ft dedicated to older built in office space across two levels. Colite Technologies intends invest in the building to upgrade it to 8000 sq ft of modernized warehouse office space, with another possible conversion of 1000 sq ft of open mezzanine workspace. The remaining 7000 sq ft would remain open warehouse used for material storage to accommodate various projects during their installation cycles.





ORDINANCE NO.: 2024-020

Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Colite Technologies, LLC, Richland County TMS # 11410-09-07)

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the County and Fairfield County, South Carolina ("Fairfield"), entered into an Agreement for Designation of the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (the "Original Agreement"), which Original Agreement was amended and restated pursuant to the Amended and Restated Master Agreement dated as of September 1, 2018 (as so amended and restated, the "Park Agreement"); and,

WHEREAS, pursuant to Section 1.02 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinance of the County Council of the County and delivery of notice of such enlargement to Fairfield County; and,

WHEREAS, at the Company's request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project ("Property") in the Park; and,

WHEREAS, the City of Columbia, South Carolina, the municipality in which the Property is located, must consent to the expansion of the boundaries of the Park to include the Property in the Park in accordance with Section 4-1-170(C) of the Act; and,

WHEREAS, Colite Technologies, LLC ("Company") desires to renovate and repurpose a property located at 2405 Millwood Avenue within the County ("Project"), consisting of taxable investments in real and personal property of not less than \$2,500,000, along with the creation of 75 new full-time jobs; and,

WHEREAS, the County has agreed to offer an Infrastructure Credit Agreement between the County and the Company, the final form of which is attached as Exhibit A ("Agreement"), to provide Infrastructure Credits against certain of the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure;

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2024 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Property in the Park and delivery of written notice to Fairfield, pursuant to the Park Agreement; provided, the Property shall not be removed from the Park for so long as the Company is receiving Credits as a result of inclusion of the Property within the Park.

LEGAL DEPARTMENT DRAFT

2. The County's approval, execution and delivery of the Credit Agreement with the Company related to the Project.

3. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

4. Approval of this Ordinance is limited to approval of the matters covered herein and does not constitute a City development approval nor does it alter any other City regulatory permitting requirements that may be applicable to the Project.

5. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed and if any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

LEGAL DEPARTMENT DRAFT

**EXHIBIT A
PROPERTY DESCRIPTION**

All that certain piece, parcel or lot of land together with improvements thereon, situate, lying and being in Richland County, South Carolina, being shown on a plat prepared for H. Gordon Nuttall by Michael T. Arant dated January 7, 1999 and recorded January 11, 1999 in Book R269, at Page 2273 in the Office of the Richland County RMC. Said latter plat is incorporated herein by reference thereof for a more complete and accurate description. All measurements being a little more or less.

TMS Number: R11410-09-07

LEGAL DEPARTMENT DRAFT

Requested by:

Assistant City Manager Palen

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:
Final Reading

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on March 19, 2024.

ATTACHMENTS:

- **#a:** 2024-022 - Ordinance SCDOT__ Tract 444 Carolina Crossroads nr I-26 Ramp C (PDF)
- **#b:** 2024-022 - P027662-TRACT442EASE_Document 1_EASEMENT_20220505 (PDF)
- **#c:** 2024-022 - Exhibit for Tract 444 port to SCDOT__Carolina Crossroads (PDF)

HISTORY:

03/19/24

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2024-022

Approval for Conveyance of City Property Identified as Tract 444 containing 0.065 Acre (2,827 SF), Richland County TMS#05900-03-01 for Carolina Crossroads Project at I-26 Ramp C; CF#250-631

WHEREAS, the City of Columbia (the "City") entered into a mutual agreement with the South Carolina Department of Transportation ("SCDOT") for participating in all transactions involving City utilities for the Carolina Crossroads major road improvements projects along I-126, I-26 and I-20; and

WHEREAS, the City owns that portion of real property identified as TMS#05900-03-01 (Tract 444) and shown on drawings for the Carolina Crossroads I-126 project where right-of-way is needed by SCDOT for a new ramp is to be constructed on a portion of this property; and

WHEREAS, the southwestern portion of this property is used as a boat ramp for emergency rescues on the Saluda River. The SC Department of Transportation has agreed to reconstruct and tie in a new access road for the subject property outside of the I-26 Ramp C 75' right-of-way; and

WHEREAS, the South Carolina Department of Transportation has made a request for the City of Columbia to convey the right-of-way for Tract 444, which is within the new right-of-way for I-26 Ramp C to it; *NOW, THEREFORE*,

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2024, for and in consideration of the sum of One (\$1.00) Dollar, each to the other paid, the receipt of which is hereby acknowledged, the City Manager is hereby authorized to sign all documents necessary and execute a deed on behalf of the City of Columbia to the **SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION** for the conveyance of Tract 444 containing 0.065 acre (2,827 SF) shown on drawings for Carolina Crossroads I-126 and being on file in the office of the Department of Engineering under CF#250-631. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

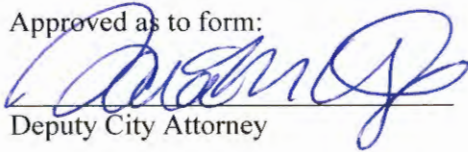
Assistant City Manager Shealy _____

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

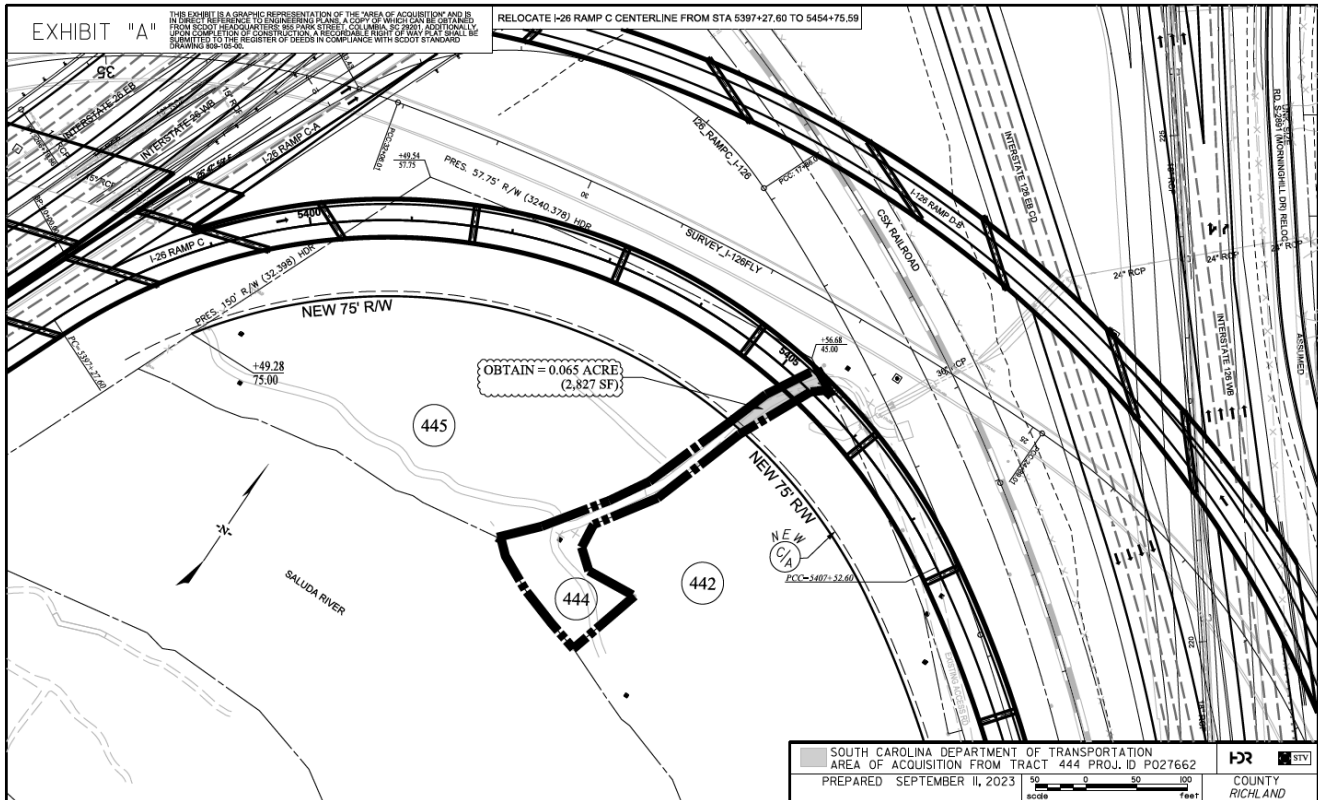
ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"



2022020657 BK: 21006 PG: 2596 - 2622

27 PGS

EASEMENT

Rec: \$25.00 Cnty: \$0.00 State: \$0.00

May 5, 2022 09:36:24 AM

FILED IN LEXINGTON COUNTY, SC

Tina Quarry

STATE OF SOUTH CAROLINA)
)
 COUNTY OF LEXINGTON/RICHLAND) **ACCESS ROAD EASEMENT
 AND MAINTENANCE AGREEMENT**

This Access Road Easement and Maintenance Agreement (hereinafter may be referred to as "Easement" or "Agreement") is made this 27th day of April, 2021 ("Effective Date"), by and between the **South Carolina Department of Transportation, Grantor** (hereinafter "SCDOT"), the **City of Columbia, Grantee** (hereinafter "CITY"), and **Dominion Energy South Carolina, Inc., Grantee** (hereinafter "DESC").

RECITALS

WHEREAS, SCDOT is in the process of acquiring certain real property in fee simple absolute in Lexington and Richland County identified on plan sheets for tracts 442, 445, 523, and 524, from Dominion Energy South Carolina, Inc., hereafter "**Property**", which property is necessary for the construction, operation, and maintenance of I-26 and I-126 interchange, between approximate mainline survey stations 5398+00 to 5224+00 Left and Right (I-26 Ramp C) and 5991+00 to 5996+00 Left (I-126 Ramp D-B), identified on the Proposed Right of Way Acquisition Plans, approved by SCDOT on October 7, 2019, for the I-20/I-26/I-126 for Carolina Crossroads Project ("**CCR Project**"), Project ID Number PO27662, attached hereto and incorporated herein by reference as Exhibit "E", and which acquisition area is more particularly shown on drawings prepared for SCDOT by HDR Engineering dated November 18, 2020, attached hereto and incorporated herein by reference as Exhibit "A" (Tract 442 – 2.703 acre), Exhibit "B" (Tract 445 – 1.046 acre), Exhibit "C" (Tract 523 – 0.761 acre) and Exhibit "D" (Tract 524 – 0.149 acre).

WHEREAS, located on the Property is an existing access road used by DESC for its corporate utility purposes and used by the CITY to access a river dock used for river rescue purposes;

WHEREAS, DESC and City desire continued access, ingress, and egress use of the access road;

WHEREAS, as part of the CCR Project, SCDOT agrees to retain the Access Road, as relocated by SCDOT design-build contractor, to provide the desired access required by DESC and CITY; and

WHEREAS, once the Property is conveyed to SCDOT, the purpose of this Agreement is to establish the location of the Access Road and set out the permissible and prohibited uses by the DESC and CITY of the Access Road, as described hereinbelow.

NOW THEREFORE, IN consideration of the mutual promises and obligations contained herein, SCDOT, CITY and DESC hereby covenant and agree as follows:

1. Access Road:

The Access Road is part of the Phase 1 Design-Build contract to be designed, realigned, and constructed by the selected Phase 1 Design-Build team at SCDOT expense. Generally, the new Access Road will follow parallel to the path of the existing road on tract 442 and will connect to the existing river rescue access at the left bank of the Saluda River located on tract 444. See **Exhibit "A"** for plan sheets

showing existing access road on Tract 442. The Access Road will be a gravel road that consists of 6" Graded Aggregate Base Course in accordance with the typical section which is attached hereto as Exhibit "F". The Access Road will be accessed by lock and key through a new gate and any existing gates that may remain after construction of the road. SCDOT will install a new twelve (12) wide gate on the eastern end of the new SCDOT ROW on tract 442. The Access Road will be approximately twelve (12) feet wide and designed to accommodate vehicles, including but not limited to a utility bucket truck. The above description is hereinafter referred to as the "Access Road." DESC may participate in the design review of the Access Road plans subject to the design terms set forth in this paragraph.

2. Use of Access Road:

- a. DESC Use: SCDOT grants an easement and right of way to DESC such that DESC shall have access, at any time and from time to time, for ingress and egress, on, over, through and across the Access Road to access its property, including, but not limited to the transportation of any and all equipment necessary or convenient for its utility operations. No other use is permitted. DESC shall not use or enter the remaining Property of SCDOT. DESC use shall not interfere with SCDOT's use of the acquisition area for highway purposes. As used herein, highway purposes means the operation, use, construction or maintenance of the highway facility, including but not limited to, the piers, columns, and other structural support of the Interstate and associated ramps. In emergency or if conflict that the parties agree to work together to accommodate reasonable mutual use of the access road.
- b. CITY Use: CITY shall have a limited easement and right of way, at any time and from time to time, for ingress and egress, on, over, through and across the Access Road to access the existing river rescue access at the left bank of the Saluda River on tract 444. No other use is permitted. CITY shall not use or enter into the remaining Property of SCDOT. CITY use shall not interfere with SCDOT's use of the acquisition area for highway purposes. As used herein, highway purposes means the operation, use, construction or maintenance of the highway facility, including but not limited to, the piers, columns, and other structural support of the Interstate and associated ramps.
- c. The Access Road will be gated. DESC and CITY will have access to the Access Road through gates as depicted on the attached SCDOT plan sheet 58 at approximate survey station 28+50 (I-126). SCDOT will provide DESC and CITY with keys to the gates.
- d. Any other use by DESC and CITY of the Access Road is prohibited unless specifically approved by SCDOT's District Engineering Administrator through an encroachment permit or similar permission, which shall not be unreasonably withheld.
- c. During the pendency of the Phase 1 of the CCR Project, SCDOT shall maintain access to the river dock for the purpose of river rescues.

3. Maintenance and Repair of Access Road:

- a. SCDOT agrees to keep the Access Road in a good and safe state of repair for the duration of Phase 1 of the CCR project.
- b. In the event that DESC or CITY use the Access Road, each entity agrees to maintain, repair and restore the Access Road in a good and safe state of repair at its expense. All restoration activities (repairs and improvements) to the Access Road located

on SCDOT property must be pre-approved in writing by SCDOT's District 1 Engineering Administrator or designee.

4. Protective Barriers/Restricted Machinery/Vegetation Maintenance/Fence:

SCDOT shall reasonably regulate or prohibit the type of machinery and use of the Access Road in any manner necessary to ensure protection of highway structures, to include the following requirements:

- a. No use other than roadway and drainage improvements will be made of the space within twenty feet (20') horizontally of any bridge pier or column, or within five feet (5') vertically of any structure without prior written permission from SCDOT's District One Engineering Administrator, or his or her designee. Roadway and drainage improvements shall not be within ten feet (10') horizontally from the centerline of the access road.
- b. If the use of the Access Road or maintenance thereof impacts the highway facilities, DESC and City shall use best maintenance practices and reasonable care not to damage the highway structures.
- c. No flexible pavement will be utilized within five feet (5') of any bridge pier or column.
- d. DESC shall have the right, but not the obligation, from time to time to remove or clear and keep clear such trees, underbrush, structures or other obstructions, upon said right of way and such trees as may interfere with said Access Road
- e. Any damage to the Access Road or gates (other than to property cleared or removed as hereinbefore provided) caused by SCDOT, DESC or the CITY in the course of using said Access Road shall be borne by the responsible party.
- f. DESC and City, individually, agree to repair or replace any fences or gates that are cut or damaged as a direct result of either DESC's or City's operation under the terms and conditions of this Agreement. DESC and City, individually, agree said fence or gate repair or replacement shall be done using a similar quality product and/or material as existed prior to either DESC's or City's disturbance.

5. Responsibilities of DESC and CITY:

- a. Restricted Uses: The Access Road shall not be used for parking, storage, or disposal of any materials or substances. Under no conditions shall the Access Road be used for the manufacture or storage of any materials, to include but not limited to flammable, explosive, or hazardous material or for any occupation which is deemed by SCDOT or the Federal Highway Administration (FHWA) to be a hazard to highway or non-highway users. This includes the use/storage of gas on the property or in the airspace under, or above or near the highway facility. All Parties shall be responsible for the cleanup of any hazardous waste contamination caused by their individual use of the Access Road without liability to the other parties.
- b. Vehicular access: No vehicles owned or operated by DESC or CITY or their designees which are larger than 16 feet in height are permitted on the Access Road. If larger vehicles are needed, DESC shall obtain written permission from the SCDOT's District Office through an encroachment permit. At no time shall any vehicle be used as a living and/or sleeping quarters while on the Access Road. Access of maintenance vehicles and trucks by SCDOT or its designee is allowed whenever necessary.
- c. No public use: The Access Road shall not be used by the general public.

d. Responsibility for Claims:

i. DESC shall be responsible for any claims or causes of action for damage to Property or injuries to persons, including death, arising out of DESC's use of the Access Road by the DESC, its agents, contractors, employees or patrons, unless caused by the willful conduct or negligence of SCDOT or City, their officers, employees, agents, and contractors.

ii. To the extent permitted by the S.C. Torts Claims Act, SCDOT shall be responsible for any claims or causes of action for damage to Property or injuries to persons, including death, arising out of the use of the Access Road by the SCDOT, its agents, contractors, employees or patrons, unless caused by the willful conduct or negligence of City or DESC, their its officers, employees, agents, and contractors.

iii. To the extent permitted by the S.C. Torts Claims Act, CITY shall be responsible for any claims or causes of action for damage to Property or injuries to persons, including death, arising out of the use of the Access Road by the CITY, its agents, contractors, employees or patrons, unless caused by the willful conduct or negligence of SCDOT or DESC, their officers, employees, agents, and contractors.

6. SCDOT Entry: If SCDOT, in its sole discretion, determines that emergency or non-emergency inspection and/or repairs are necessary in the interest of public safety, SCDOT, its agents, contractors, and employees, shall have the right to enter the Access Road immediately without notice to DESC or CITY for the purposes of such inspection, maintenance, construction, and/or repairs.

7. Compliance with Laws: The DESC and CITY agree to use the Access Road for the purposes described above only and agree to comply with all local, state and federal laws and ordinances governing the use and occupancy thereof.

8. Remedies:

a. If default shall be made in any of the covenants and terms of this easement on part of the DESC or CITY that is determined by the SCDOT or FHWA to be an imminent threat to public safety or imminent threat of destruction to highway assets, the SCDOT or FHWA may immediately address the default without notification to the DESC or CITY.

b. If default shall be made in any of the covenants and terms of this easement on the part of the DESC or City that does not pose an imminent threat to public safety or imminent threat of destruction to highway assets, then SCDOT shall give DESC or CITY written notice of any default and an opportunity to cure the default within fifteen (15) days. If the default cannot be cured within fifteen (15) days and DESC or CITY promptly commences and diligently pursues a cure of the default, SCDOT will grant DESC or CITY a reasonable time to implement such cure, not to exceed thirty (30) days. If not cured within thirty (30) days, SCDOT may use its forces to cure any default that impact the operation, use, construction or maintenance of the highway facility. The costs associated with curing any default of a DESC's or CITY'S obligation herein shall be the responsibility of the responsible party. The responsible party shall reimburse SCDOT for such reasonable and customary costs.

9. Agreement to be recorded: SCDOT shall, at its expense, record this Agreement in the records of both Lexington and Richland Counties and in accord with the South Carolina Eminent Domain Procedures Act.

10. Easement Subject to Other Rights: This Agreement is being made subject to any and all existing public utility rights of user, reservations, easements, rights of way, control of access, zoning ordinances and restrictions or protective covenants that may appear of record.

11. Changes to this Agreement: No changes shall be made to this Agreement without the written approval of the SCDOT, CITY and DESC.

12. Notices: Any notice by either party to the other shall be valid only if it is in writing and delivered personally or by certified mail to the addresses shown below, unless the other party is notified in writing of a new address:

If to SCDOT

Mr. Mike Barbee
Director of Rights of Way
SCDOT
955 Park Street
Columbia, SC 29202
(803) 737-1402

If to DESC

Robert A. Wright
Land Department
Dominion Energy SC, Inc.
220 Operation Way, D112
Cayce, SC 29033
(803) 217-8083

If to CITY

Teresa Wilson
City Manager
City of Columbia
1401 Main Street
Columbia, SC 29201

13. Entire Agreement: This Agreement contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not stated herein, shall be of any force or effect.

14. Applicable Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina.

15. Severability: If any clause or provision of this Agreement is illegal, invalid or unenforceable, under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby and it is also the intention of the parties that in lieu of each clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable; provided however, that the parties must agree in writing to such substitute language and provisions before such will become binding on either party.

16. Non-discrimination Clause: The parties covenant that the use of the Access Road pursuant to this Agreement shall in no way discriminate on the grounds of race, religion, color, sex, age, disability or national origin.

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have duly executed this Access Road Easement and Maintenance Agreement, as indicated below with the Effective Date as written above.

Signed, sealed and delivered
in the presence of

Ramen Benjamin
Witness

Gabe R
Witness

**South Carolina Department of
Transportation**

Christy A. Hall (L.S.)
Christy A. Hall, Secretary of Transportation

Justin P. Powell (L.S.)
Justin P. Powell, Deputy Secretary for Finance
and Administration

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

ACKNOWLEDGEMENT

I, the undersigned notary public for the State of South Carolina, do hereby certify that Christy A. Hall the Secretary of Transportation of the South Carolina Department of Transportation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 27th day of April, 2022

Natalie J. Moore

Notary Public for South Carolina

Print notary name: Natalie J. Moore

My Commission Expires: August 26, 2025

(AFFIX NOTARY SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

ACKNOWLEDGEMENT

I, the undersigned notary public for the State of South Carolina, do hereby certify that Justin P. Powell, the Deputy Secretary of Finance and Administration of South Carolina Department of Transportation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 27th day of April, 2022

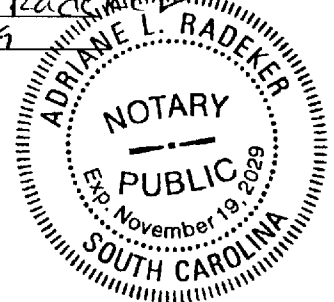
Adriane L. Radeker

Notary Public for South Carolina

Print notary name: Adriane L. Radeker

My Commission Expires: 11/19/29

(AFFIX NOTARY SEAL)



Bob Wright
Witness

Crystal Patterson
Witness

Dominion Energy South Carolina, Inc.

Barry M. McDonald (L.S.)

Print Name: Barry McDonald

Its: Manager

Reviewed
by Legal

JB

Apr 11, 2022

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

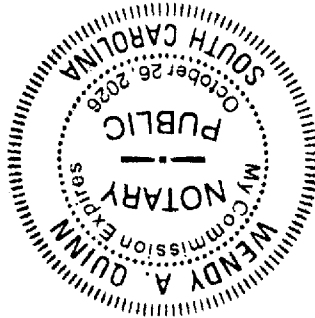
ACKNOWLEDGEMENT

I, the undersigned notary public for the State of South Carolina, do hereby certify that Barry McDonald the Manager of Dominion Energy South Carolina, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 19th day of April, 2022

(AFFIX NOTARY SEAL)

Wendy A. Quinn
Notary Public for South Carolina
Print notary name: Wendy A. Quinn
My Commission Expires: 10/26/2026



Ver. 7-22-2021

City of Columbia

Teresa B. Wilson
 Witness

Teresa B. Wilson (L.S.)

Print Name: Teresa B. Wilson

[Signature]
 Witness

Its: City Manager

APPROVED AS TO FORM

[Signature]
 Legal Department City of Columbia, SC

3.21.2022

STATE OF SOUTH CAROLINA)

COUNTY OF Richland)

ACKNOWLEDGEMENT

I, the undersigned notary public for the State of South Carolina, do hereby certify that Teresa Wilson, the City Manager of Columbia, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 23rd day of March, 2022

Erika D. Moore

Notary Public for South Carolina

Print notary name: Erika D. MooreMy Commission Expires: 04/16/2022

(AFFIX NOTARY SEAL)

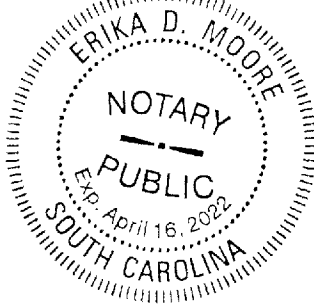
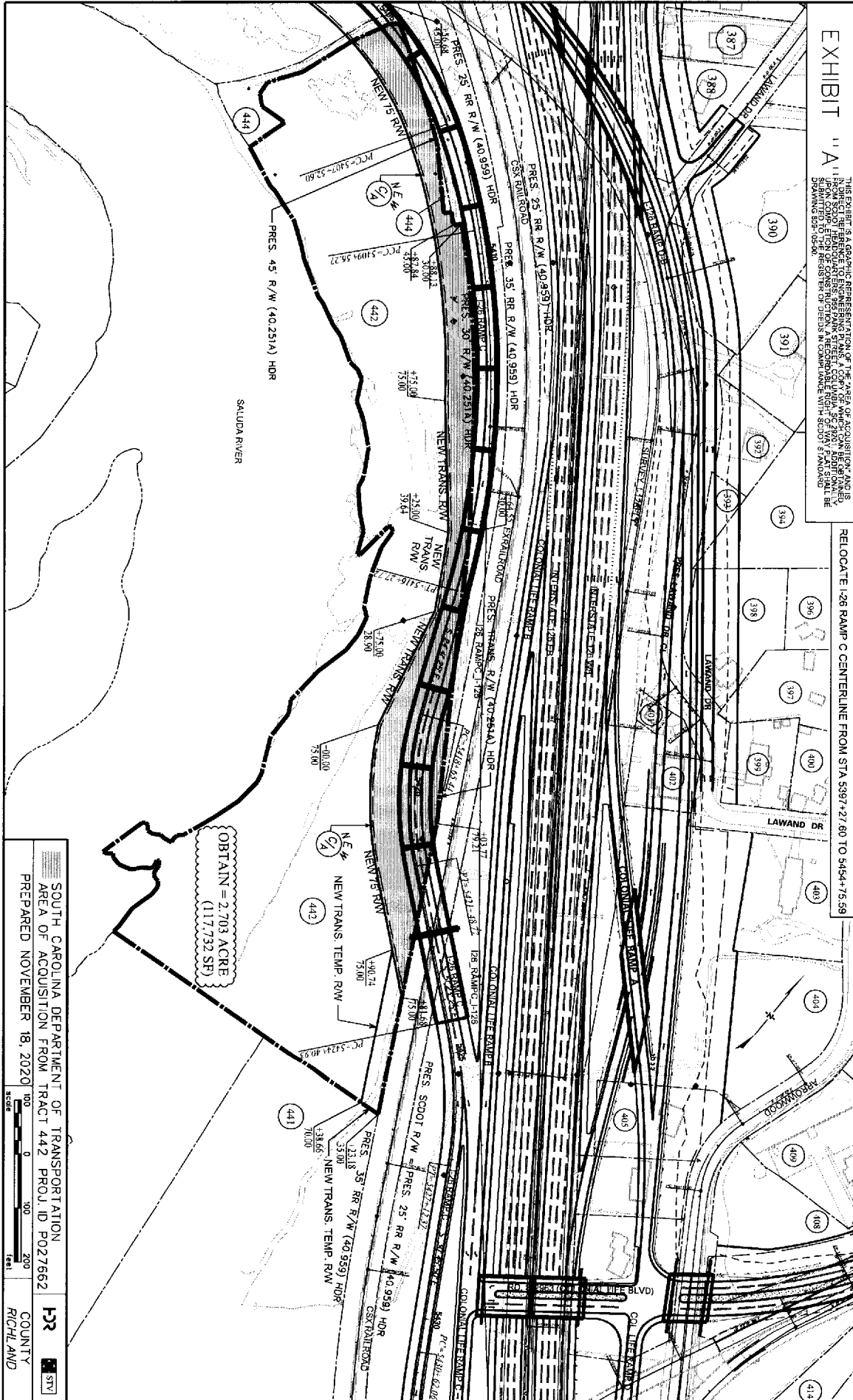


EXHIBIT A - TRACT 442 – 2.703 ACRE
EXHIBIT B - TRACT 445 – 1.046 ACRE
EXHIBIT C - TRACT 523 – 0.761 ACRE
EXHIBIT D - TRACT 524 – 0.149 ACRE

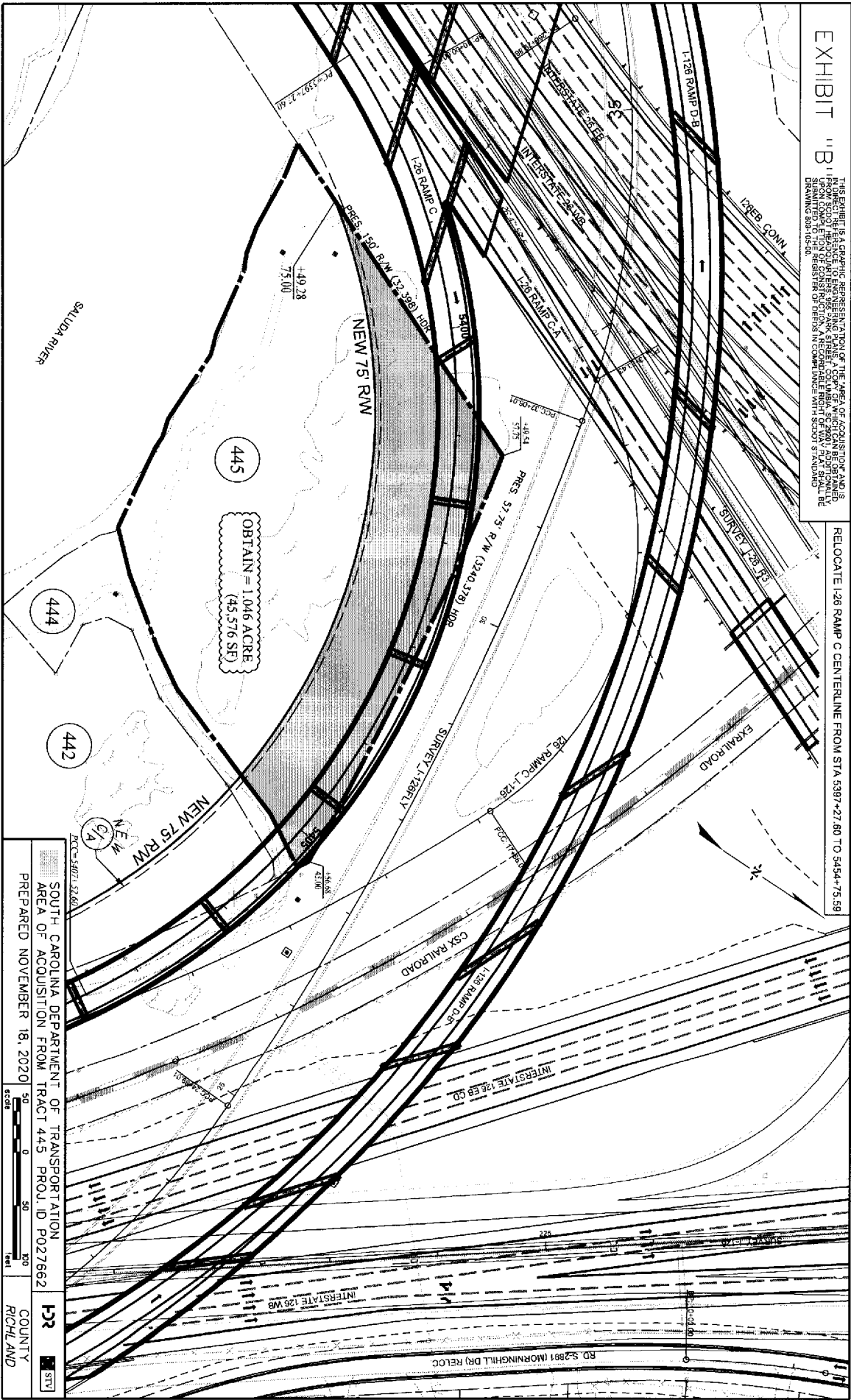
EXHIBIT "A"

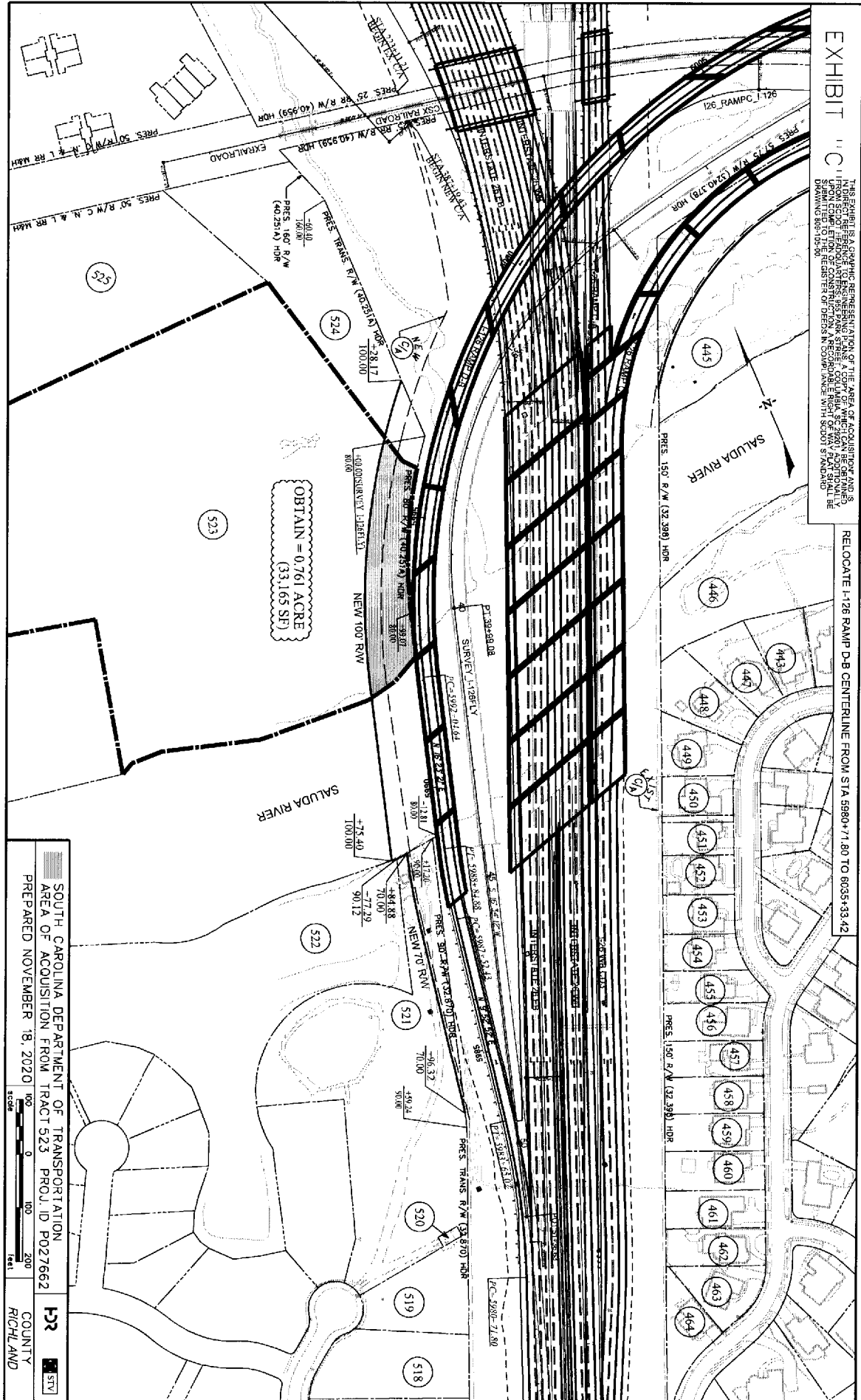
THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE AREA OF ACQUISITION AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. IT IS THE PROPERTY OF THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AND IS LOANED TO THE REQUESTOR OF THESE PLANS. IT IS TO BE RETURNED TO THE DEPARTMENT OF TRANSPORTATION IN THE EVENT OF A CHANGE IN THE PROJECT OR IN THE DRAWING SET. 05-05-00

RELOCATE 126 RAMP C CENTERLINE FROM STA 5397+27.60 TO 5454+75.59



SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
 AREA OF ACQUISITION FROM TRACT 442 PROJ ID P027662
 PREPARED NOVEMBER 18, 2020
 COUNTY RICHLAND





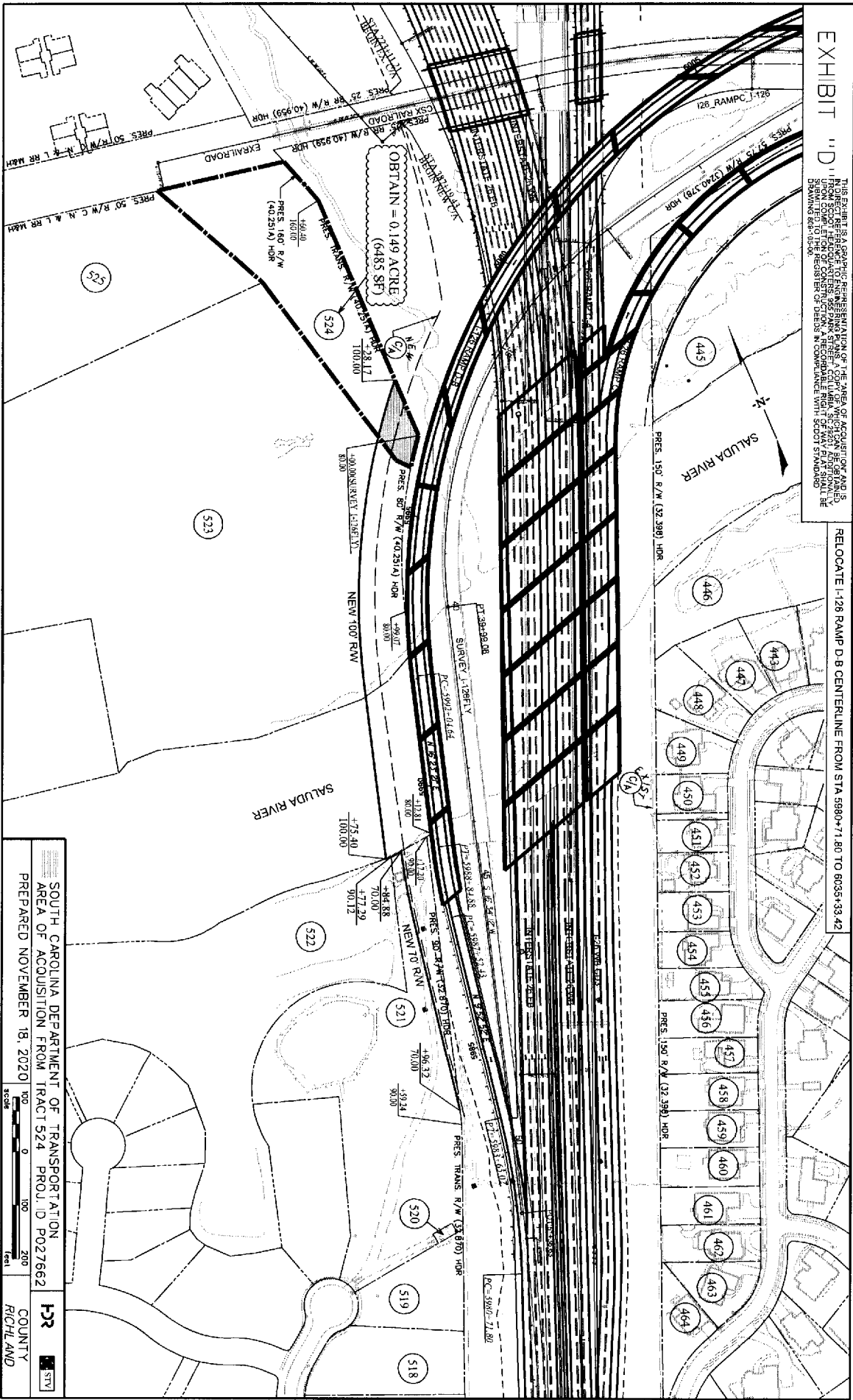


EXHIBIT E

**PROPOSED RIGHT OF WAY ACQUISITION PLANS, APPROVED BY SCDOT ON OCTOBER
7, 2019, FOR THE I-20/I-26/I-126 FOR CAROLINA CROSSROADS PROJECT (“CCR
PROJECT”)**

RIGHT-OF-WAY DATA SHEET

[illegible]

1975
 1975
 1975

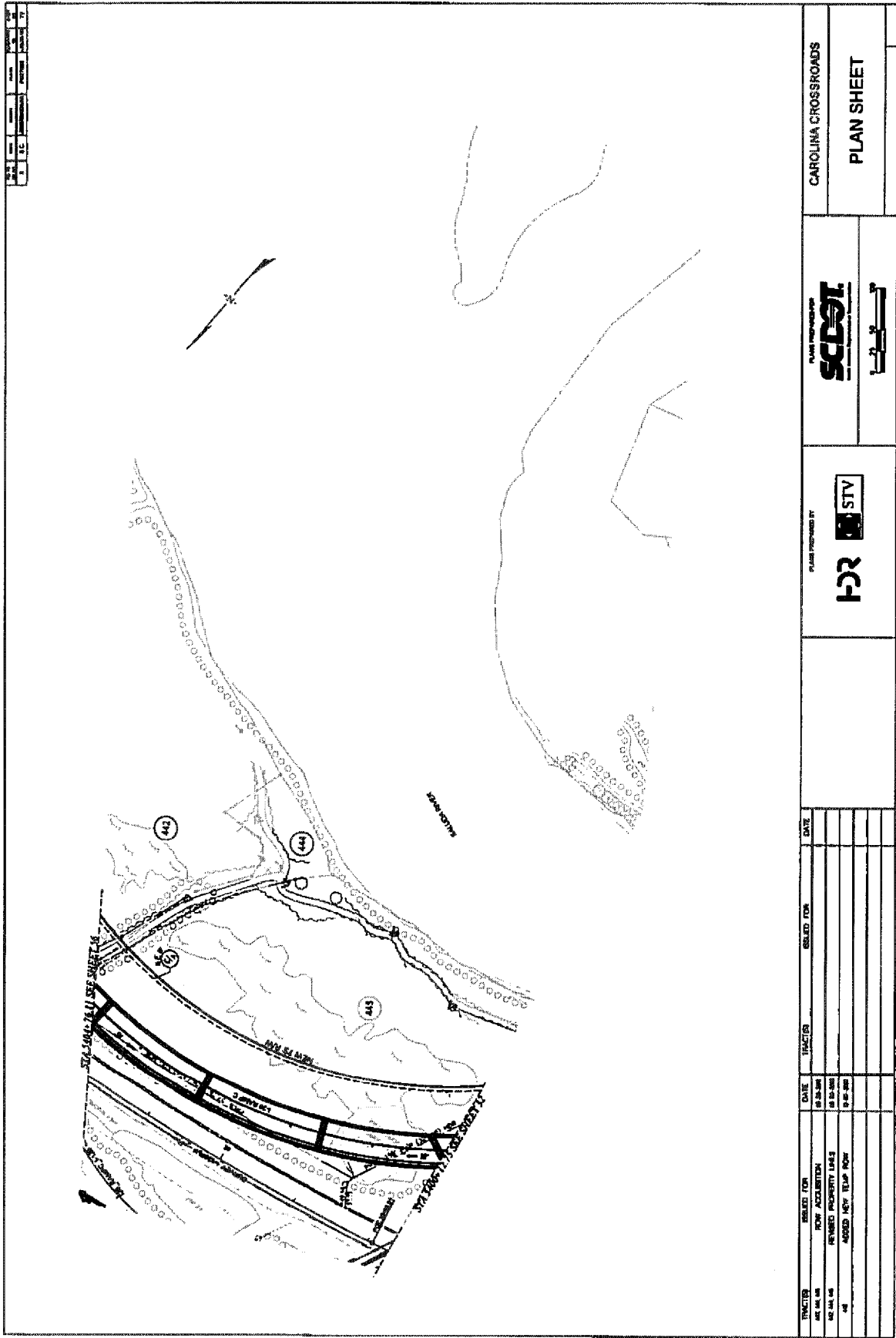
311 HOWARD ST. LOS ANGELES, CALIF. 90012

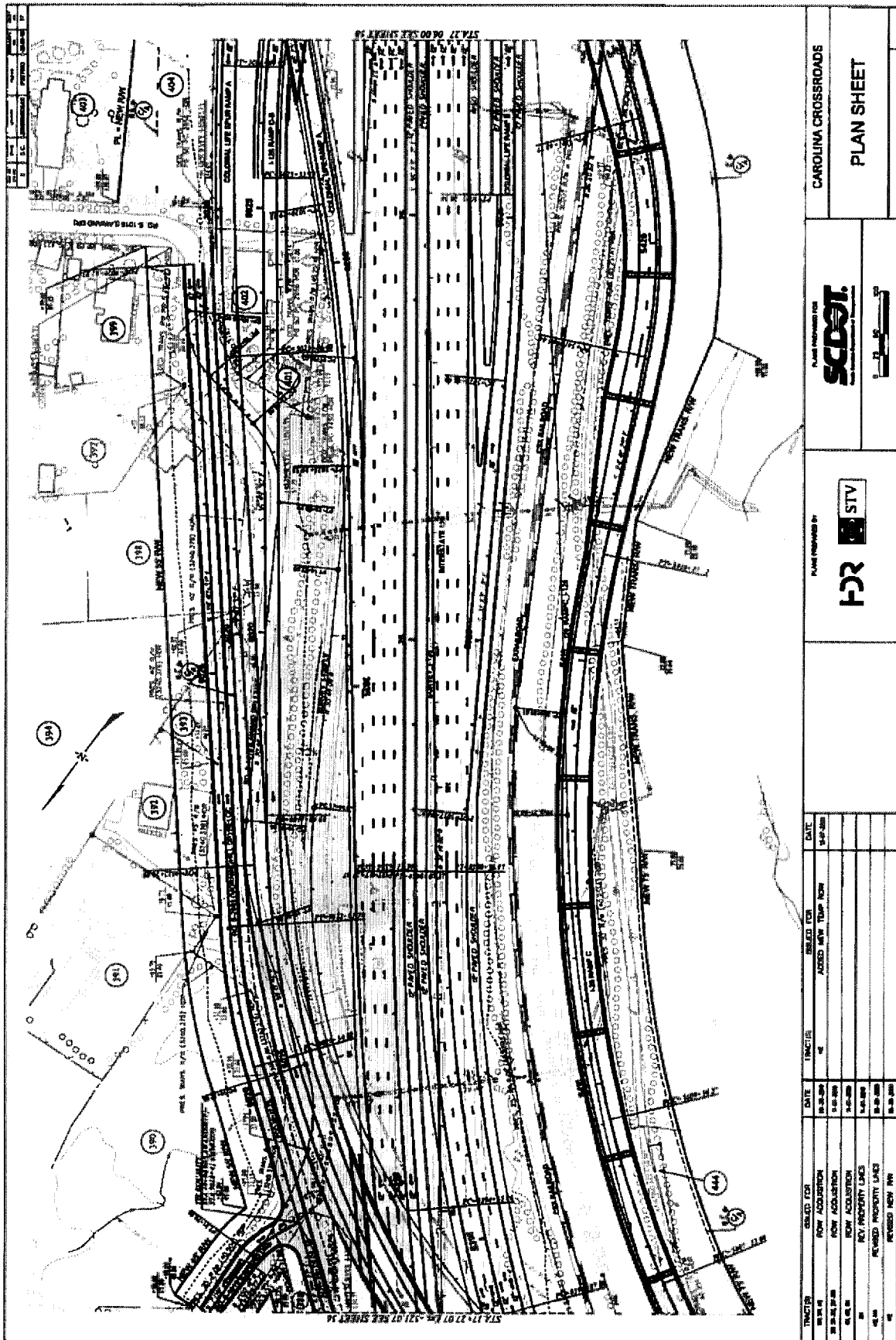
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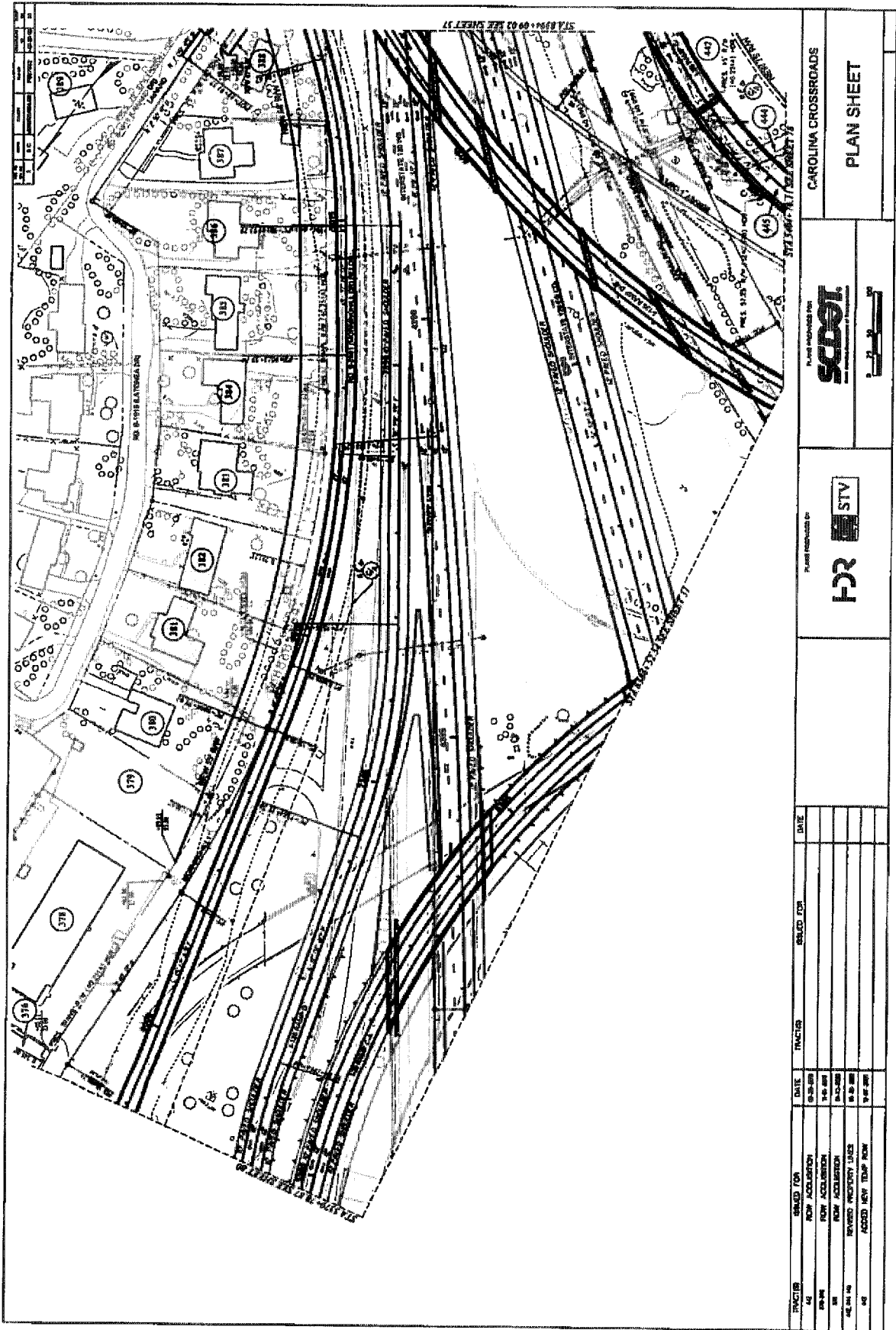
NOTES:

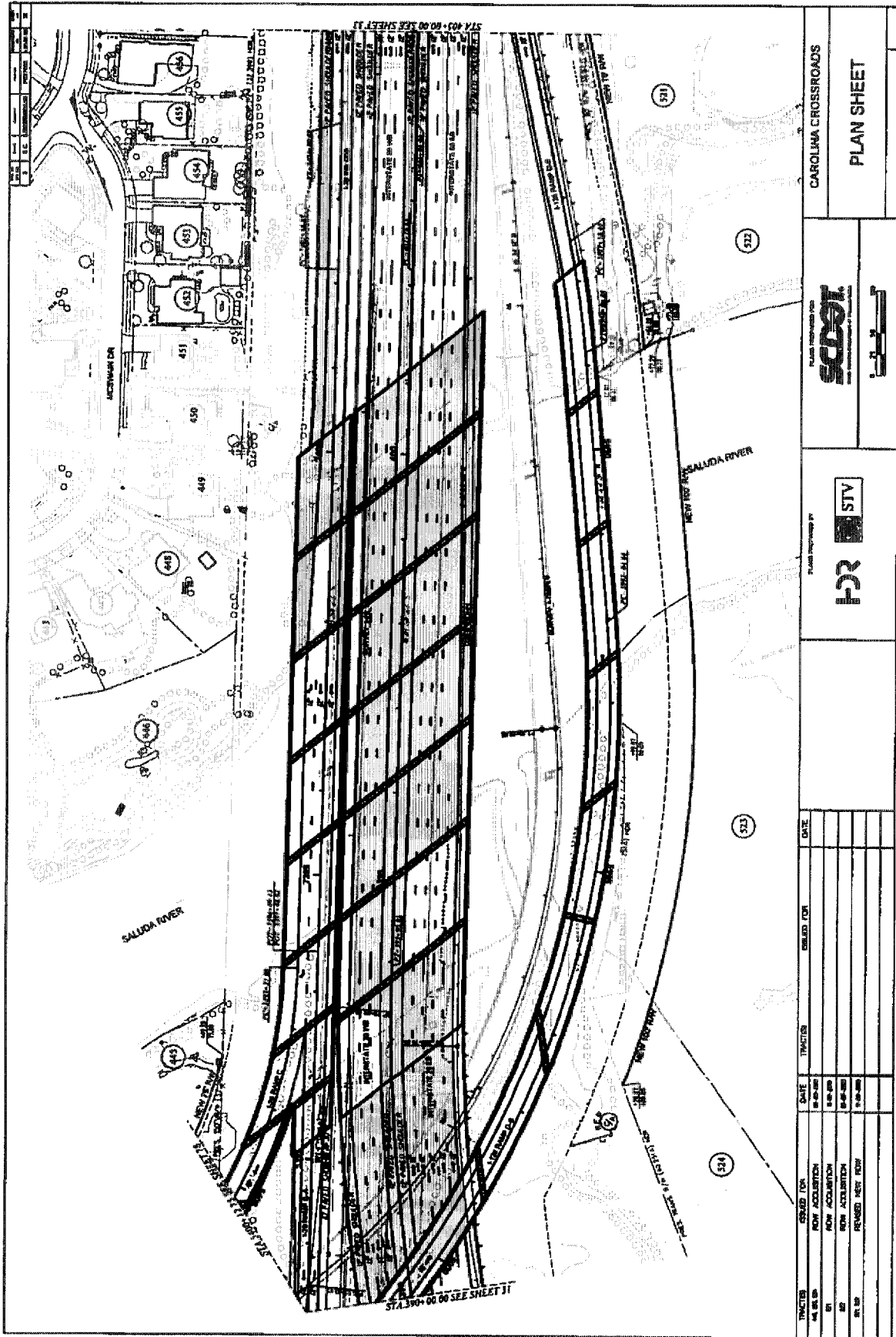
A. SHOW REMAINDER OF VOLUME FEET WHEN LESS THAN 0.25 ACRES

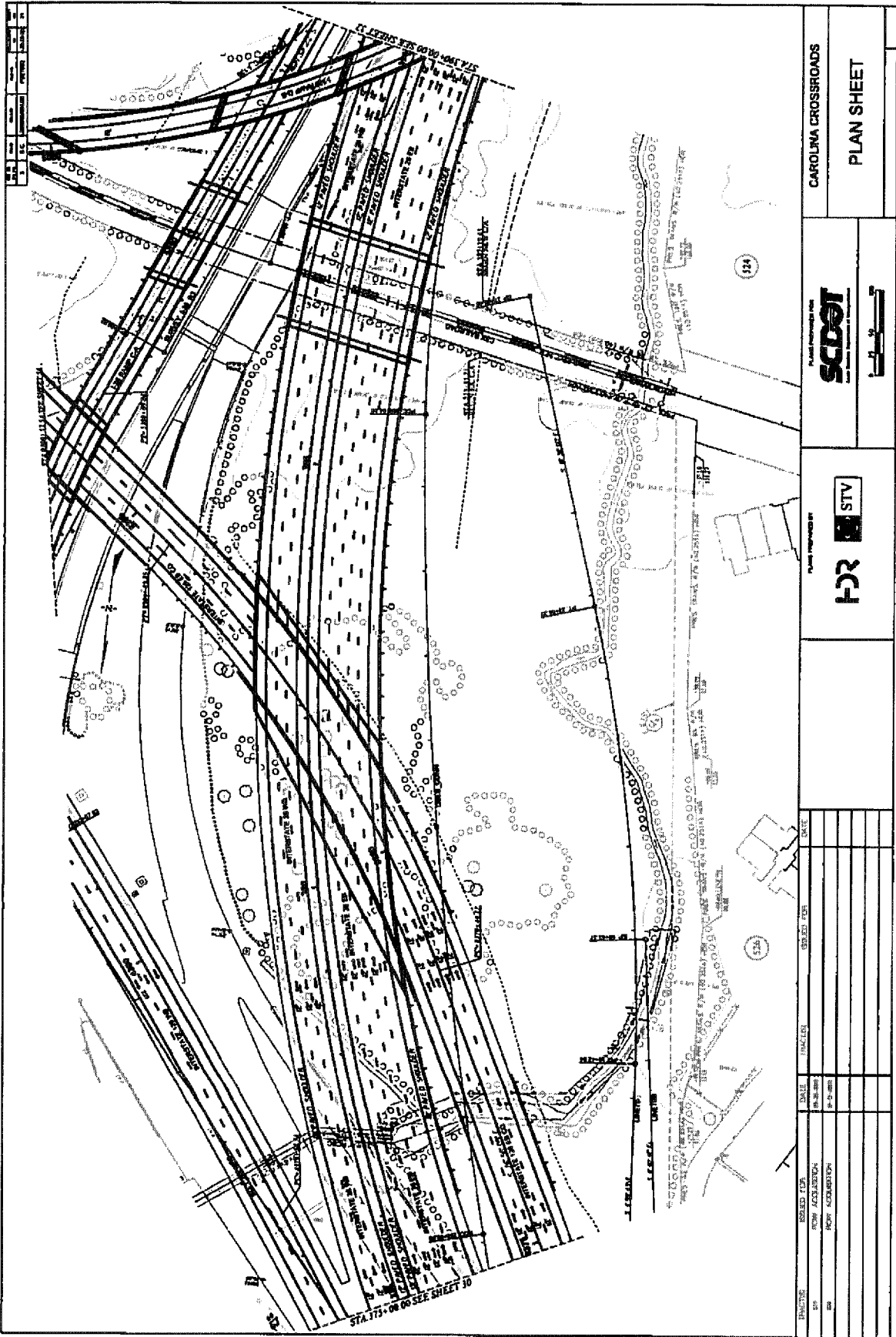
B. SHOW OBTAIN VOLUME COVERAGE AS ROUNDED UP TO THE NEAREST 100 CUBIC FEET

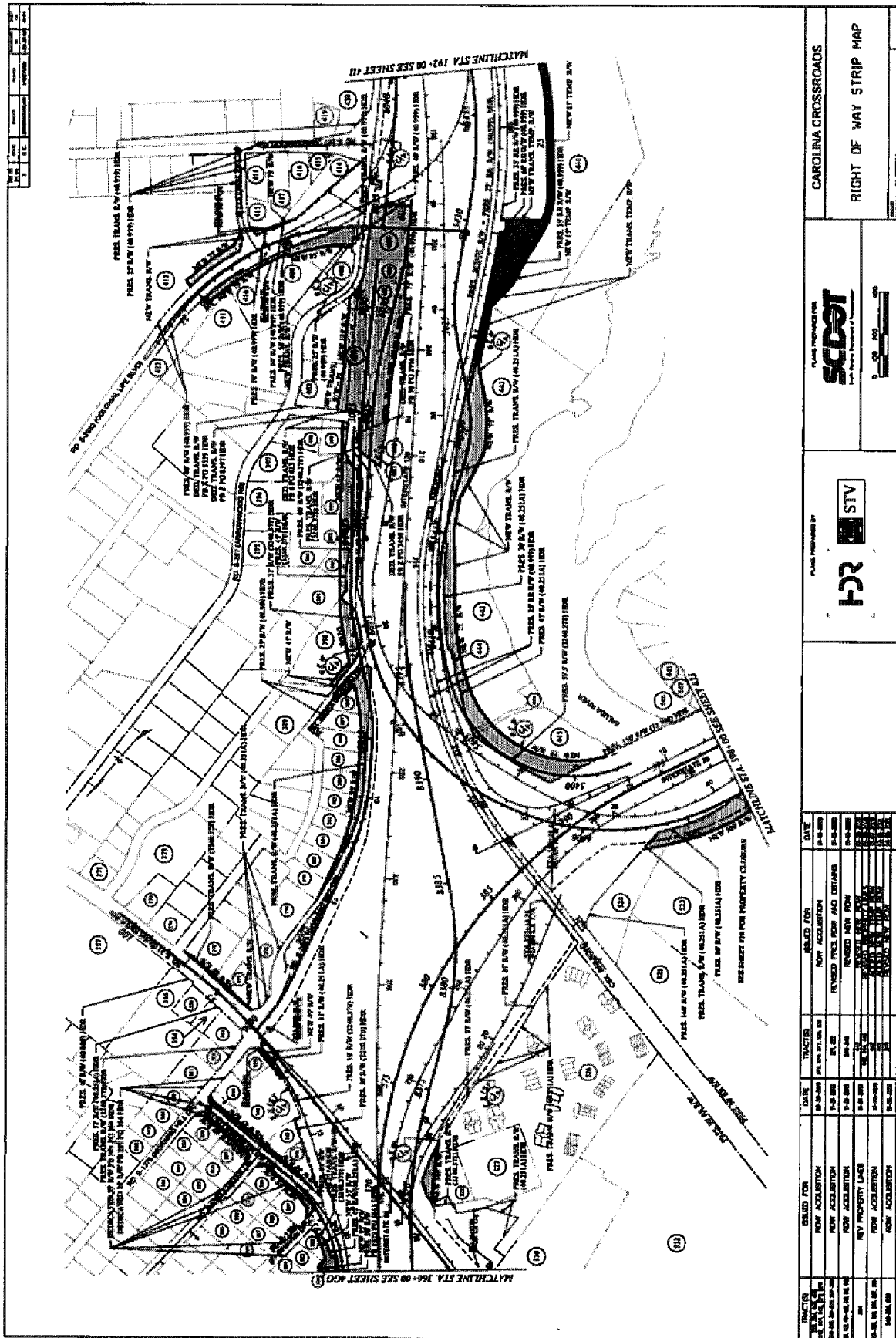












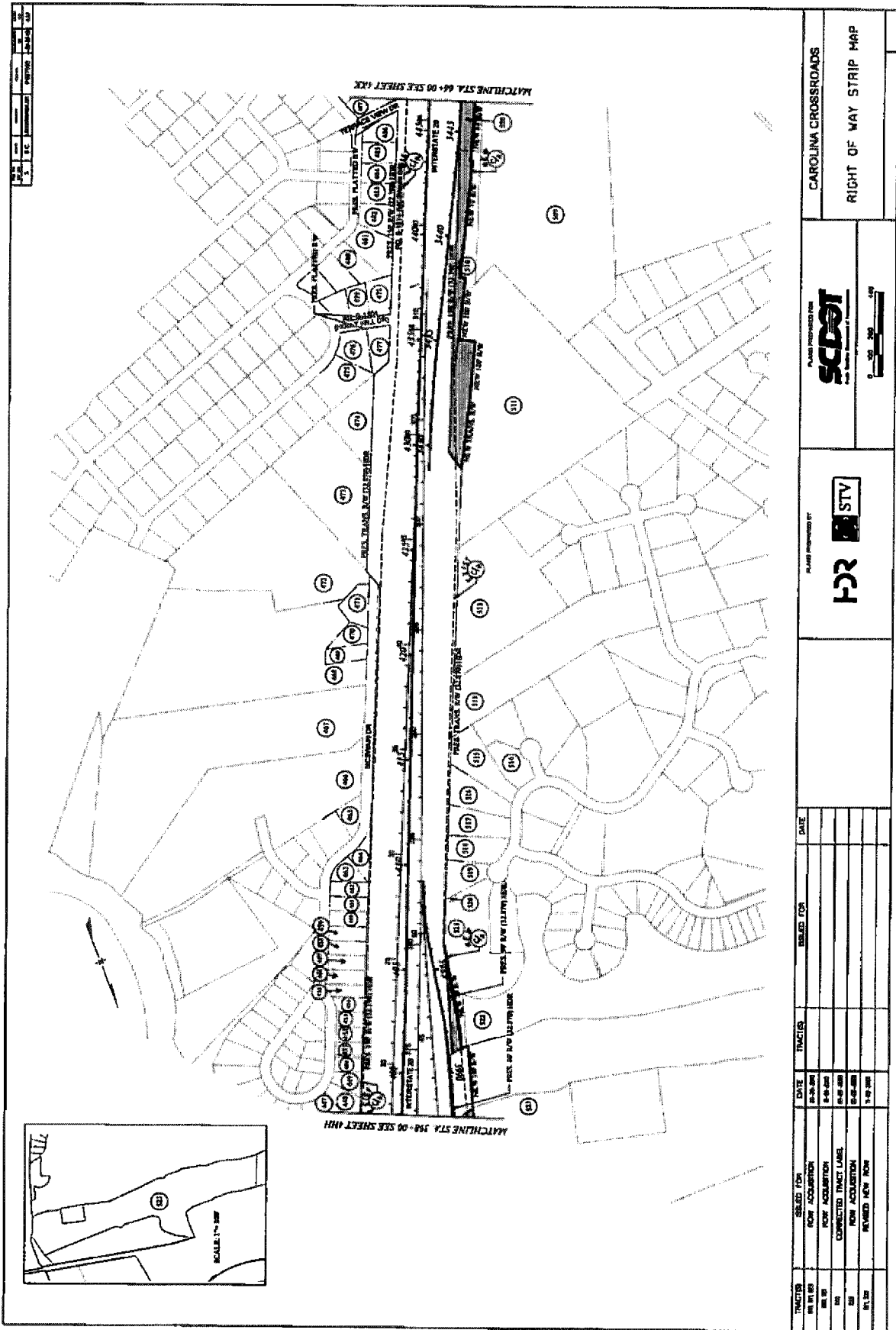
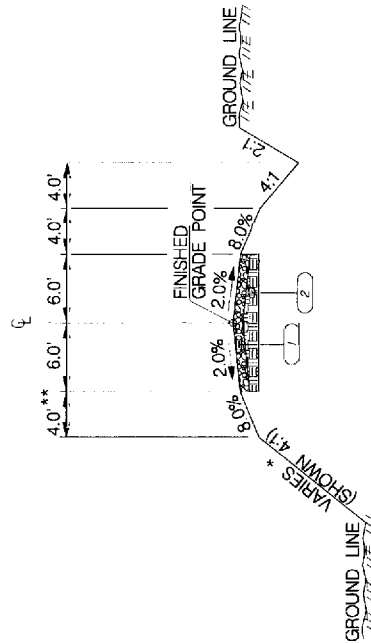


EXHIBIT F
TYPICAL SECTION DEPICTING DESIGN OF ROAD

EXHIBIT F

NOTES:

- * < 5.0' USE 6:1 SLOPE
5.0' - 10.0' USE 4:1 SLOPE
> 10.0' USE 2:1 SLOPE
WETLAND AREAS - 2:1 SLOPE
 - ** ADD 3.75' WHERE GUARDRAIL IS USED
- DESIGN VEHICLE USED FOR ACCESS ROADS:
PASSENGER CAR AND BOAT TRAILER
(P/B IN AASHTO 2018 US)

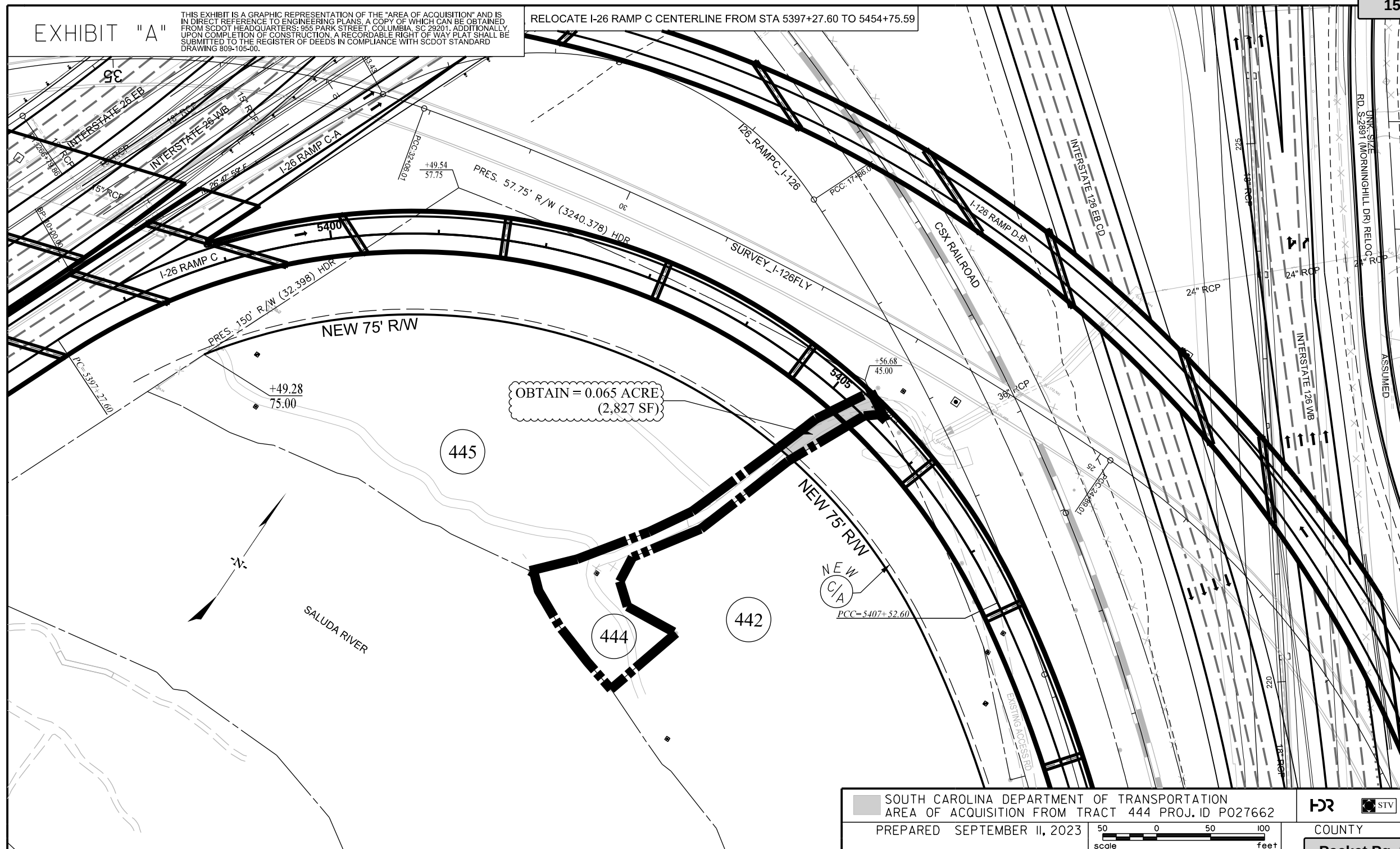


6" GRADED AGGREGATE BASE COURSE
PROOF-ROLLED SUBGRADE

ROUTE	DESIGN SPEED	PAVEMENT DESIGN	SOUTH CAROLINA
MPH	POST 37A TO 51A		DEPARTMENT OF TRANSPORTATION
		APPROVED BY	ROAD DESIGN COLUMBIA, S.C.
		DATE	CAROLINA CROSSROADS
			L-264-1281-20
			TYPICAL SECTIONS
			SCALE: RITE DWG. NO.

EXHIBIT "A"

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE "AREA OF ACQUISITION" AND IS NOT A DIRECT REFERENCE TO ENGINEERING PLANS, A COPY OF WHICH CAN BE OBTAINED FROM SCDOT DISTRICT 5, 955 MARK STREET, COLUMBIA, SC 29204. ADDITIONALLY, UPON COMPLETION OF CONSTRUCTION, A RECORDABLE RIGHT OF WAY PLAN SHALL BE SUBMITTED TO THE REGISTER OF DEEDS IN COMPLIANCE WITH SCDOT STANDARD DRAWING 809-105-00.





We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

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

Council District: 1

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

Applicant: AllSouth Federal Credit Union

Staff Recommendation: Approval

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

First reading approval was given on March 19, 2024.

ATTACHMENTS:

- **#a:** ANNEX-2023-0019_8352Parklane_ZPH_Packet (PDF)
- **#b:** 2024-012 - Annex and Incorporate 8352 Parklane Road (PDF)
- **#c:** Parklane8352_Offer_Notice (PDF)
- **#d:** Parklane8352_Petition (PDF)

Action Item (ID # 9117)

Meeting of April 2, 2024

HISTORY:

03/19/24

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

March 19, 2024 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

**8352 Parklane Road;
TMS# 17103-01-08**

Council District:	1
Proposal:	Request to annex the property, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of Community Activity Center/Corridor (CAC) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned General Commercial (GC) by Richland County.
Applicant:	AllSouth Federal Credit Union
Staff Recommendation:	Approval
PC Recommendation:	2/8/2024; Approval (5-0)
ZPH, 1 ST Reading:	3/19/2024; Pending
2 nd Reading:	4/2/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.13
Current Use: Commercial
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Long Range Area
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Community Activity Center/Corridor (CAC)
Census Tract: 113.03

DETERMINATION FOR CITY SERVICES

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

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this credit union branch would be **approximately \$4,000 per year**, based on calls to similar commercial uses within the City limits.

Fire

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

Solid Waste

The Solid Waste Division does not typically provide service to this type of development.

Engineering

Because water lines are already available to this property, Utilities and Engineering should **not incur any costs** associated with this annexation. Sewer is provided by the East Richland County Public Service District.

Water Customer Care

The property is recently constructed and is a new customer, who will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is within a Long Range Area as designated within the Urban Service Area plan. The property contains a recently constructed branch banking location, and is adjacent to the recently annexed proposed townhome project (Ord. 2023-120). The real estate tax revenue generated for the City would be **approximately \$5,400 per year** based on an estimated taxable value of this newly developed property.

* Estimated City Tax Revenue is based on **2023 millage** for real property and calculated as: $((\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0938))$. The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a “Long Range Area” in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Long Range Area

Long Range Areas are those areas that do not meet the criteria of Primary Areas or Secondary Areas but are within the Columbia Water service area. They may not meet the criteria simply due to distance, because of the condition of the existing infrastructure, or because of the practicality of providing City services- or any combination thereof.

Annexation within *Long Range Areas* is the lowest priority. Annexation of small individual properties in these areas is generally not in the City’s best interest, however new developments and group petitions can be considered for annexation with an assessment of the impact on the City’s revenue and ability to serve the property/area in question.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Community Activity Corridor (AC-2). The property is currently designated as Neighborhood (Medium Density) by Richland County.

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

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

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County. The subject property is adjacent (across Parklane) to the study area for the Walkable 29203 Pedestrian Master Plan (2017), which focuses on improving walkability, pedestrian safety, and access to healthy food outlets and recreation. Specific infrastructure recommendations for Parklane Road were not made as part of the planning effort, which focused on the study areas for prior area plans adopted by the City and County – the Villages of North Columbia and Crane Creek.

PROPOSED ZONING DISTRICT SUMMARY

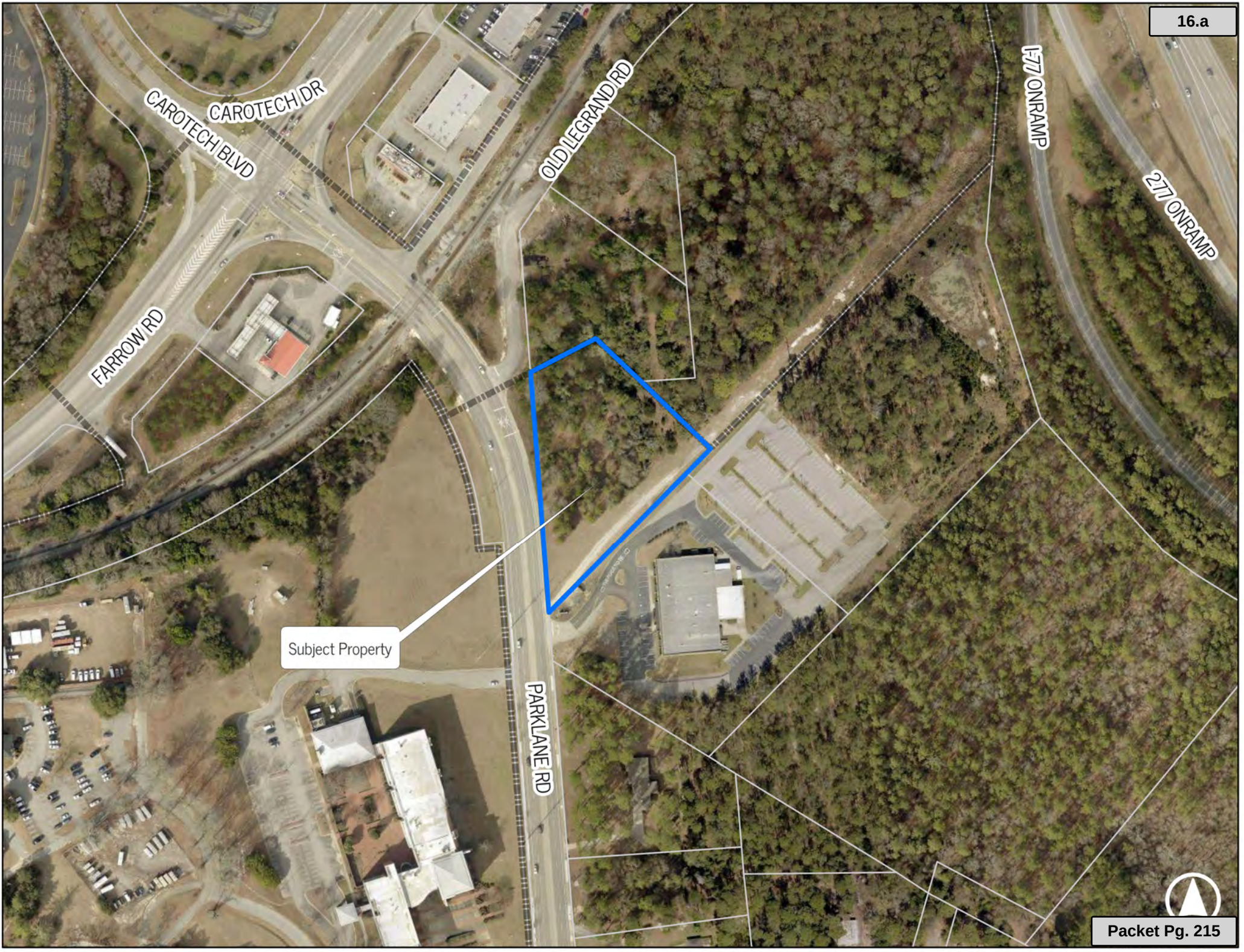
The property is currently zoned General Commercial (GC) by Richland County. Adjacent parcels within the City of Columbia are currently zoned Residential Mixed District (RM-1) to the north, and Institutional – General District (INS-GEN) to the west across Parklane Road. Adjacent parcels in unincorporated Richland County are currently zoned Light Industrial (M-1) to the southeast. Upon the implementation of Richland County’s new Land Development Code and Zoning Maps on March 1, 2024, the subject property will continue to be zoned General Commercial (GC), and the properties to the southeast will continue to be zoned Light Industrial (M-1).

The proposed City of Columbia zoning district is Community Activity Center/Corridor (CAC).

Refer to attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of future land use classification of Community Activity Corridor (AC-2) and zoning of Community Activity Center/Corridor (CAC) at the time of annexation.



Subject Property



Future Land Use

8352 Parklane Road; TMS# 17103-01-08

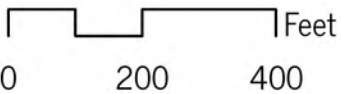
Current Richland Co. Future Land Use: Neighborhood (Medium Density)

Proposed City Future Land Use: Community Activity Corridor (AC-2)

16.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

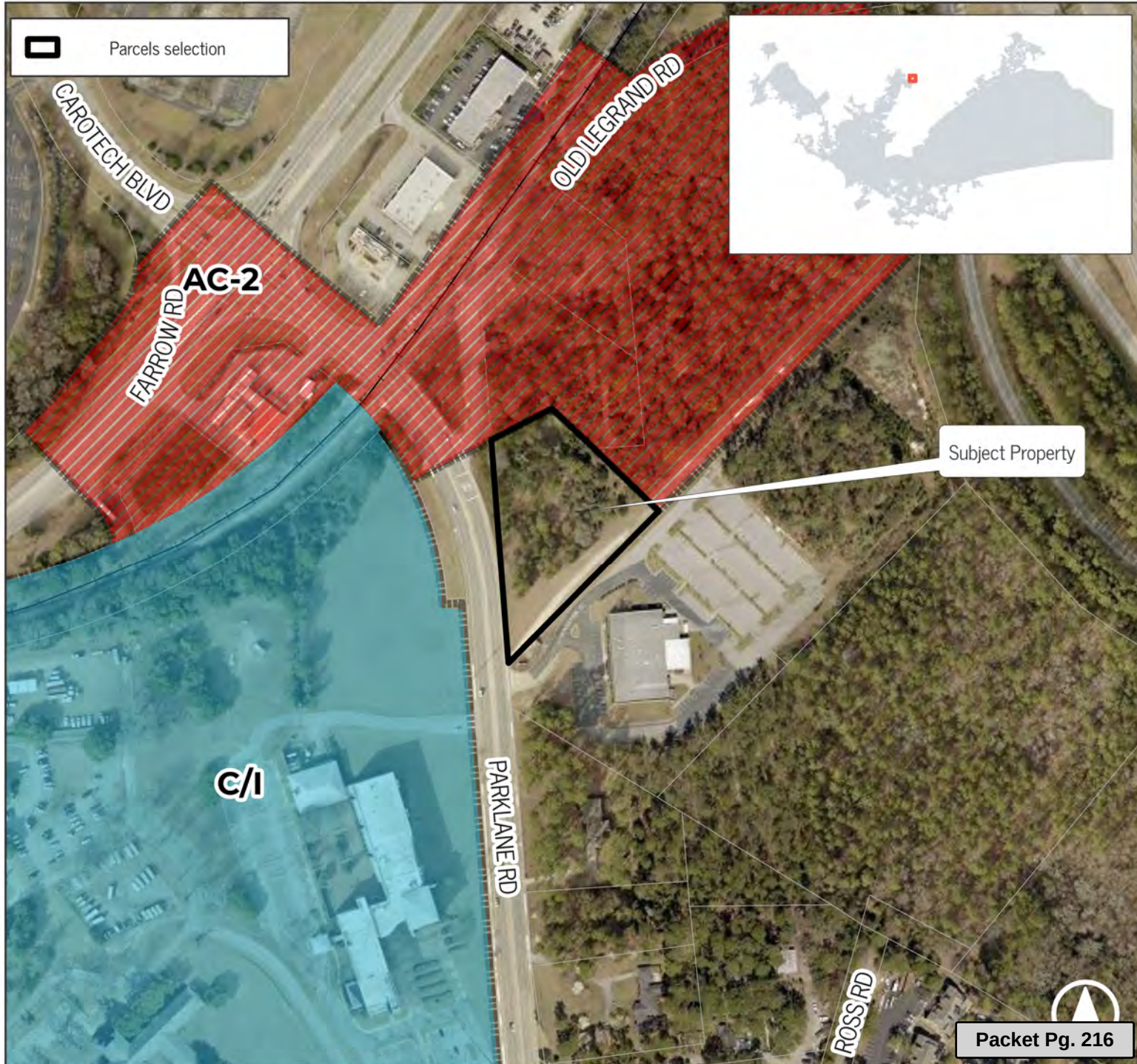


Planning & Development Services Department

Created by: sw Hudson Date: 1/11/2024



This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia



Zoning

8352 Parklane Road; TMS# 17103-01-08

Current Richland Co. Zoning: General Commercial (GC)

Proposed City Zoning: Community Activity Center/Corridor (CAC)

16.a

Legend

- RM-1: Residential Mixed
- LI: Light Industrial District
- INS-GEN: Institutional - General District
- Parcels
- City Limits



0 200 400 Feet

Planning & Development Services Department

Created by: swudson Date: 1/11/2024



This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

Current Future Land Use Classification

NEIGHBORHOOD (MEDIUM-DENSITY)

Land Use and Character

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.



Desired Development Pattern

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.



Transportation

Upgrades to arterial and collector roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. Subdivisions should be designed to provide vehicular, bicycle, and pedestrian access and connectivity throughout, either through conventional sidewalks or through greenway and trail access.

Recommended Land Uses

Primary Land Uses: Single-family detached houses, duplexes, townhomes

Secondary Land Uses: Multi-family development, neighborhood serving services, such as small scale drycleaners, professional offices, coffee shops, bakeries and restaurants, drug-stores, and convenience stores should be located within Neighborhood Activity Centers or may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. These land uses should not result in strip commercial development or fragmented “leapfrog” development patterns along corridors. Places of worship, public or private parks, and public recreation facilities are also appropriate uses. These uses should be integrated to better serve surrounding residential properties through pedestrian access, and mitigation of any noise, light, or traffic impacts on neighborhoods.

Policy Guidance

1. Neighborhood densities should be based on allowing higher densities that include single-family attached housing near major corridors and activity centers and lower densities that include only single-family detached housing near open space developments, low-density residential, and rural areas.
2. Master planning of neighborhoods is encouraged and should include neighborhood parks and open spaces as part of the development program. A mix of housing types is encouraged within individual developments. Neighborhood scale commercial centers are also an appropriate amenity to include in master planned developments.
3. Traditional neighborhood designs should be facilitated by development of a new zoning district that allows for a mix of housing types and lot sizes within a single development.
4. Developments should connect to adjacent neighborhoods and commercial/employment areas, and be supported by multiple modes of transportation.
5. The protection of mature tree canopy is encouraged for areas surrounding developments and on private residential lots, as feasible.

6. Environmentally sensitive areas, such as floodplains, wetlands, and lands along creeks and surface waters should be protected or developed using best management practices to maintain the areas green infrastructure system, and to ensure long-term water quality. Providing public recreational access to these features, as feasible, is preferred.

Relevant Plans

Broad River Road Corridor and Neighborhood Master Plan, Candlewood Master Plan, Crane Creek Master Plan, Lower Richland Community Strategic Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area

Priority Investment Areas

#2 Ballentine at Dutch Fork Road, Marina, and Broad River Road, Portion of #5 I-20 Fairfield Interchange, Portion of #9 Decker Boulevard and Two Notch Road, Portion of #8 I-77 Farrow Road Interchange

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

RS-LD, RS-MD, MH, PDD

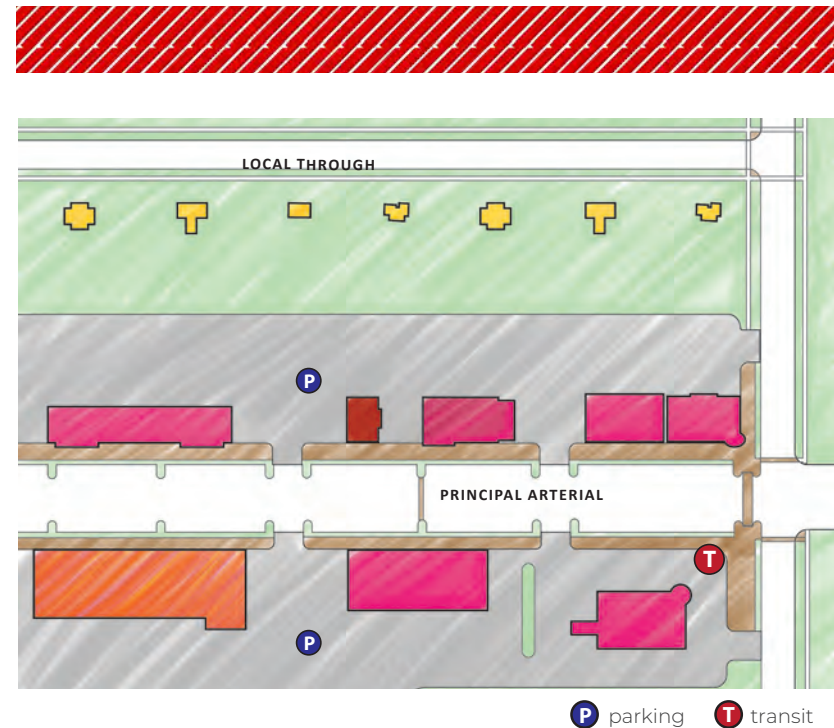


Proposed Future Land Use Classification

Development Types

COMMUNITY ACTIVITY CORRIDOR (AC-2)

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



AC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

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

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

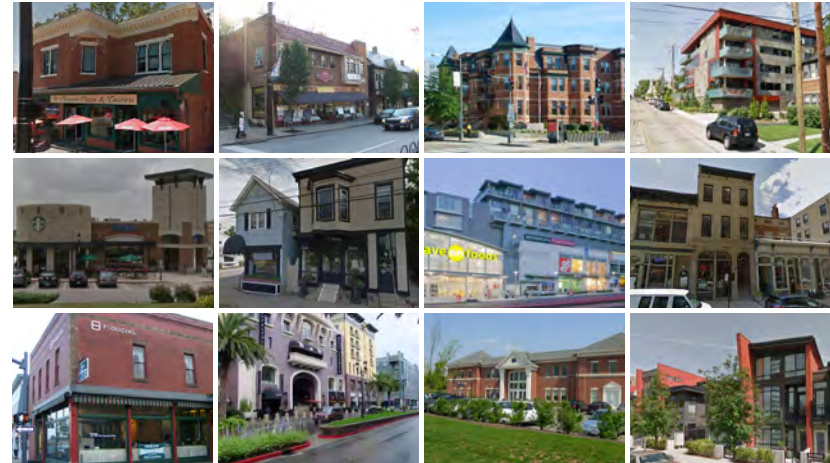
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-2 DEVELOPMENT PATTERN/CONTEXT

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



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

Proposed Zoning District



CAC: Community Activity Center/Corridor District

Purpose

The purpose of the Community Activity Center/Corridor (CAC) District is to provide lands that accommodate moderate-density, walkable, and medium-scale mixed-use development, and commercial development that serves multiple neighborhoods. Some auto-oriented uses are allowed, but the design and location of those uses must be compatible with and support pedestrian-oriented development. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, recreation/entertainment, cultural facilities, restaurants, and drinking establishments. *No minimum parking.

Intensity and Dimensional Standards

Standard	Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	5,000
1 Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	N/A	
2 Front Yard Setback, (ft.)	Min.	5 [1]
	Max.	15 [1]
3 Side Yard Setback, min. (ft.)	0 to 5	
4 Rear Yard Setback, min. (ft.)	20	
5 Building Height, max. (ft.)	75	

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

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for properties on the same block face, if more than 50 percent of the lots on the block face have buildings.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

Dwelling, live-work ¹	Broadcasting studio	Public safety facility
Dwelling, mixed-use	Newspaper or periodical publishing establishment	Social services facility
Dwelling, multifamily	Community recreation center	College or university
Continuing care retirement community (CCRC) ¹	Cultural facility	Elementary, middle, or high school
Dormitory, public	Day care facility ¹	School, business or trade
Fraternity or sorority house ²	Government office	Hospital
Residential care facility ²	Library	Laboratory, medical or dental
Rooming house or boardinghouse ²	Membership organization facility	Medical or dental clinic/office
	Place of worship ¹	Nursing care facility
		Arboretum or botanical garden

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

CAC: COMMUNITY ACTIVITY CENTER/CORRIDOR

Cemetery	Performing arts center
Park or greenway ¹	Recreation facility, indoor, not elsewhere listed
Park and ride	Recreation facility, outdoor, not elsewhere listed
Parking lot ¹	Consumer goods store
Parking structure ¹	Convenience store ²
Passenger terminal, surface transportation	Farmers' market
Utility facility, major ²	Grocery store or food market
Utility facility, minor	Liquor store ²
Kennel ¹	Pawn shop ²
Veterinary hospital or clinic ¹	Gasoline sales and service station ¹
Self-service storage ¹	Personal vehicle repair and maintenance ¹
Eating establishment only ¹	Vehicle equipment supplies sales and rentals
Eating and drinking establishment, Type 1 ¹	Hotel or motel
Eating and drinking establishment, Type 2 ²	Community garden ¹
Funeral home or mortuary	Manufacturing, assembly, or fabrication, light
Business/Professional office	
Contractor's office	
Bank, retail	
Beauty salon or barbershop	
Body piercing or tattoo establishment ¹	
Dry cleaning pick-up ¹	
Laundry, coin-operated	
Nail salon	
Repair of personal goods	
Car wash	
Banquet hall	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2024-012

Annexing 8352 Parklane Road, Richland County TMS #17103-01-08 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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

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

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

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

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

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

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

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this day of _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 8352 Parklane Road and TMS# 17103-01-08 containing 2.13 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #1, Census Tract 113.03, and assigned a future land use classification of Community Activity Corridor (AC-2) and zoning of Community Activity Center/Corridor (CAC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 17103-01-08

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

Requested by:

Assistant City Manager Gentry

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2024-012
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land lying and situated in Richland County, near the City of Columbia, State of South Carolina, containing 2.13 acre, more or less, and being shown on an ALTA/NSPS Land Title Survey prepared for AllSouth Federal Credit Union by Associated E & S, Inc., dated May 5, 2020, last revised November 18, 2020, and recorded in the Richland County Register of Deeds Office in Record Book 2574, Page 1363, and having the following metes and bounds, to-wit:

Beginning at an iron pin located near the southeastern intersection of the right-of-way of Old LeGrand Road and Parklane Road, shown as P.O.B., thence running along land now or formerly First Piedmont SC, LLC, N60°38'04"E for a distance of 132.73' to an iron pin; thence N60°38'04"E for a distance of 9.32' to an iron pin; thence turning and continuing along lands now or formerly First Piedmont SC, LLC, S45°34'04"E for a distance of 296.63' to an iron pin; thence turning and running along lands now or formerly The Brook, S44°25'41"W for a distance of 430.97' to an iron pin on the eastern right-of-way of Parklane Road; thence turning and running along the eastern right-of-way of Parklane Road, N04°20'51"W for a distance of 423.35' to an iron pin; thence N04°26'45"W for a distance of 23.70' to the point of beginning. Said tract containing 2.13 acres, more or less.

LEGAL DEPARTMENT DRAFT

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: January 17, 2024
 RE: **Property Address:** 8352 Parklane Road
Richland County TMS#: 17103-01-08
Owner(s): AllSouth Federal Credit Union
Current Use: Commercial
Proposed Use: Commercial
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Community Activity Center/Corridor (CAC)
Reason for Annexation: Municipal Services; Long Range Area
City Council District: 1
Census Tract: 113.03

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

Planning & Development Services staff will see to it that this matter is placed on the **February 8, 2024** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

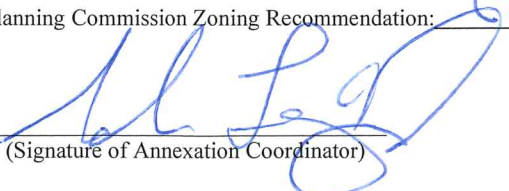
cc:

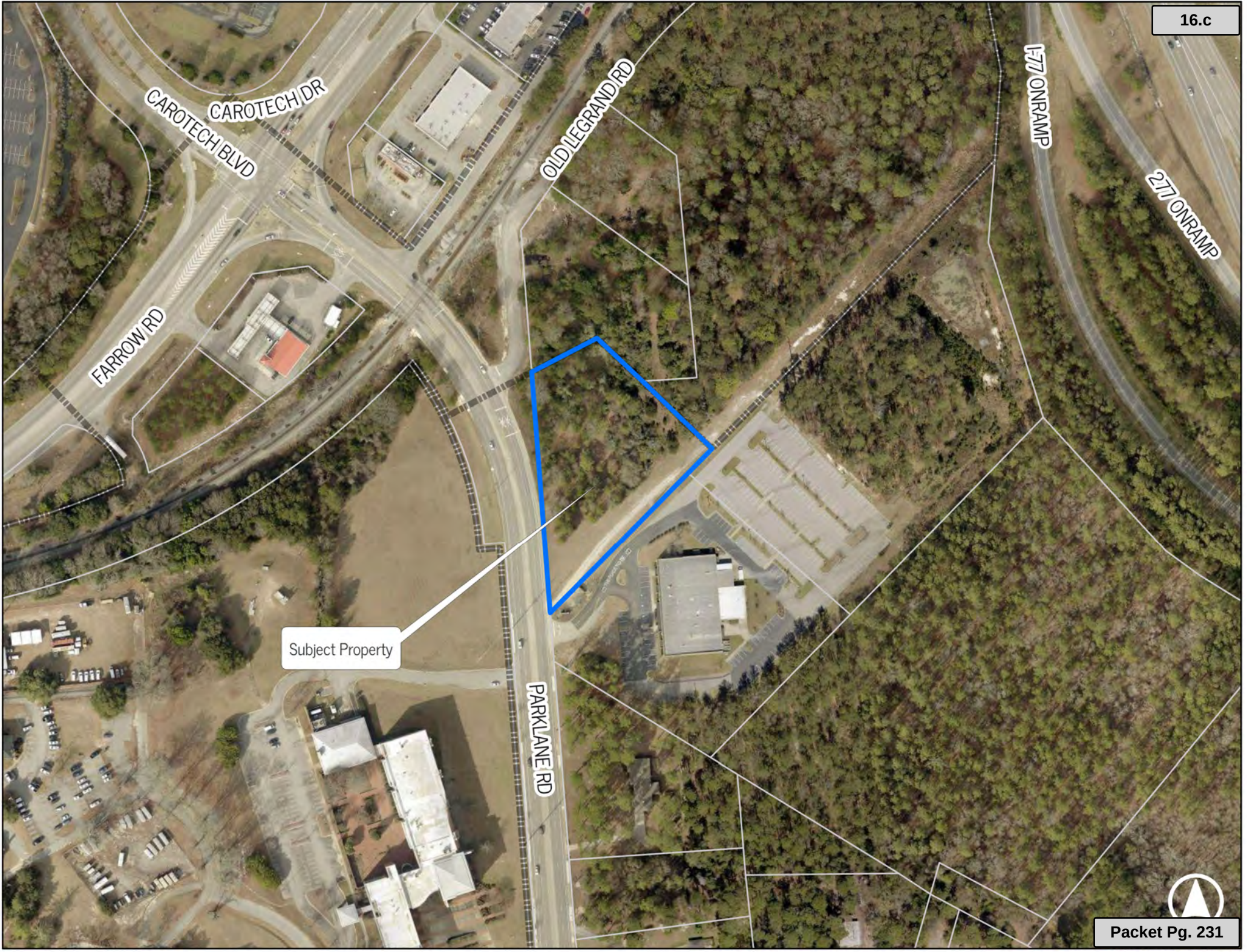
Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Dollie Herron, Community Development
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Wendy Royal, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: AC-2 (Land Use classification) by 50
 on 2/8/24 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: GAC (Zoning classification) by 50
 on 2/8/24 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use

8352 Parklane Road; TMS# 17103-01-08

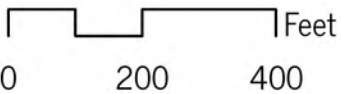
Current Richland Co. Future Land Use: Neighborhood (Medium Density)

Proposed City Future Land Use: Community Activity Corridor (AC-2)

16.c

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

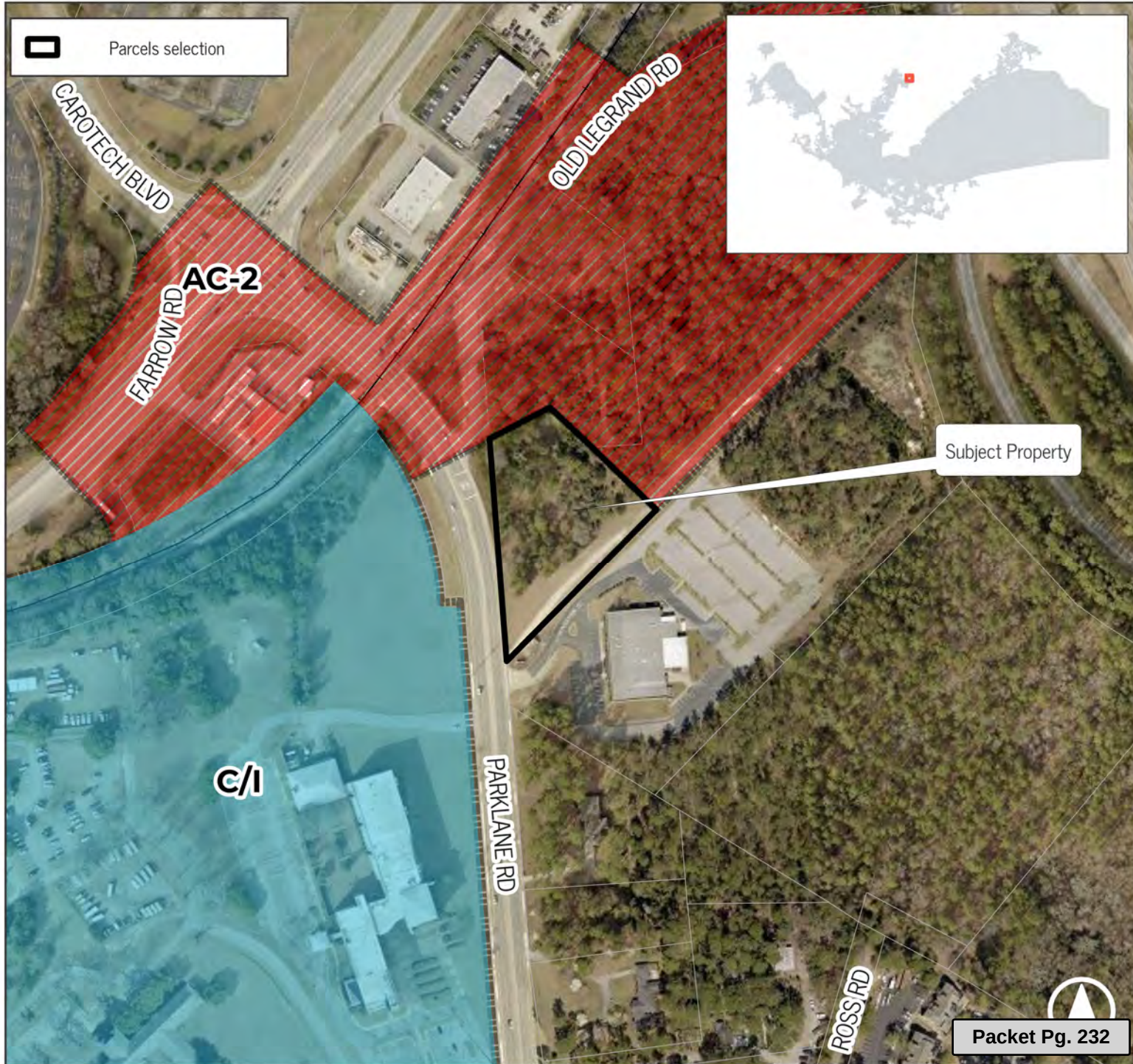


Planning & Development Services Department

Created by: sw Hudson Date: 1/11/2024



This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia



Zoning

8352 Parklane Road; TMS# 17103-01-08

Current Richland Co. Zoning: General Commercial (GC)

Proposed City Zoning: Community Activity Center/Corridor (CAC)

16.c

Legend

- RM-1: Residential Mixed
- LI: Light Industrial District
- INS-GEN: Institutional - General District
- Parcels
- City Limits



0 200 400 Feet

INS-GEN

RM-1

Subject Property

LI

Planning & Development
Services Department

Created by: swudson Date: 1/11/2024



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Packet Pg. 233

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

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

Property Description: See attached Exhibit "A"

Richland County TMS: 17103-01-08

Property Addresses: 8352 Parklane Road

AllSouth Federal Credit Union

BY:


 (Signature)

Date:

8/7/2023

WES SLICE

(Print or Type Name)

ITS:

DIRECTOR OF FACILITIES
 (Print or Type Title)

EXHIBIT "A"

PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land lying and situated in Richland County, near the City of Columbia, State of South Carolina, containing 2.13 acre, more or less, and being shown on an ALTA/NSPS Land Title Survey prepared for AllSouth Federal Credit Union by Associated E & S, Inc., dated May 5, 2020, last revised November 18, 2020, and recorded in the Richland County Register of Deeds Office in Record Book 2574, Page 1363, and having the following metes and bounds, to-wit:

Beginning at an iron pin located near the southeastern intersection of the right-of-way of Old LeGrand Road and Parklane Road, shown as P.O.B., thence running along land now or formerly First Piedmont SC, LLC, N60°38'04"E for a distance of 132.73' to an iron pin; thence N60°38'04"E for a distance of 9.32' to an iron pin; thence turning and continuing along lands now or formerly First Piedmont SC, LLC, S45°34'04"E for a distance of 296.63' to an iron pin; thence turning and running along lands now or formerly The Brook, S44°25'41"W for a distance of 430.97' to an iron pin on the eastern right-of-way of Parklane Road; thence turning and running along the eastern right-of-way of Parklane Road, N04°20'51"W for a distance of 423.35' to an iron pin; thence N04°26'45"W for a distance of 23.70' to the point of beginning. Said tract containing 2.13 acres, more or less.

ELEVATIONS BASED ON NAVD 1988 DATUM

IPS = IRON PIN SET
 IFS = IRON PIN FOUND
 TMS = TAIL MAP SHEET
 R/W = RIGHT OF WAY
 N/F = NOW OF FORMERLY
 O/H = OVERHEAD
 WM = WATER METER
 CB = CATCH BASIN
 MH = SEWER MANHOLE
 SCD = SEWER CLEAN-OUT
 PP = POWER POLE
 LP = LIGHT POLE
 TB = TELEPHONE BOX
 CTV = CABLE TV
 CW = CUY WIRE
 DV = GAS VALVE
 FO = FIBER OPTIC LINE
 FOM = FIBER OPTIC MARKER
 CR = CURB-OUT

Book 2574-1363

2021001273

1/8/2021 00:14:52:410 Plat Standard
 County Tax: \$0.00 State Tax: \$0.00
 Fee: \$25.00
 2021001273 John T. Hopkins II Richland County R.O.D.

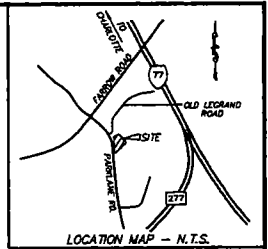
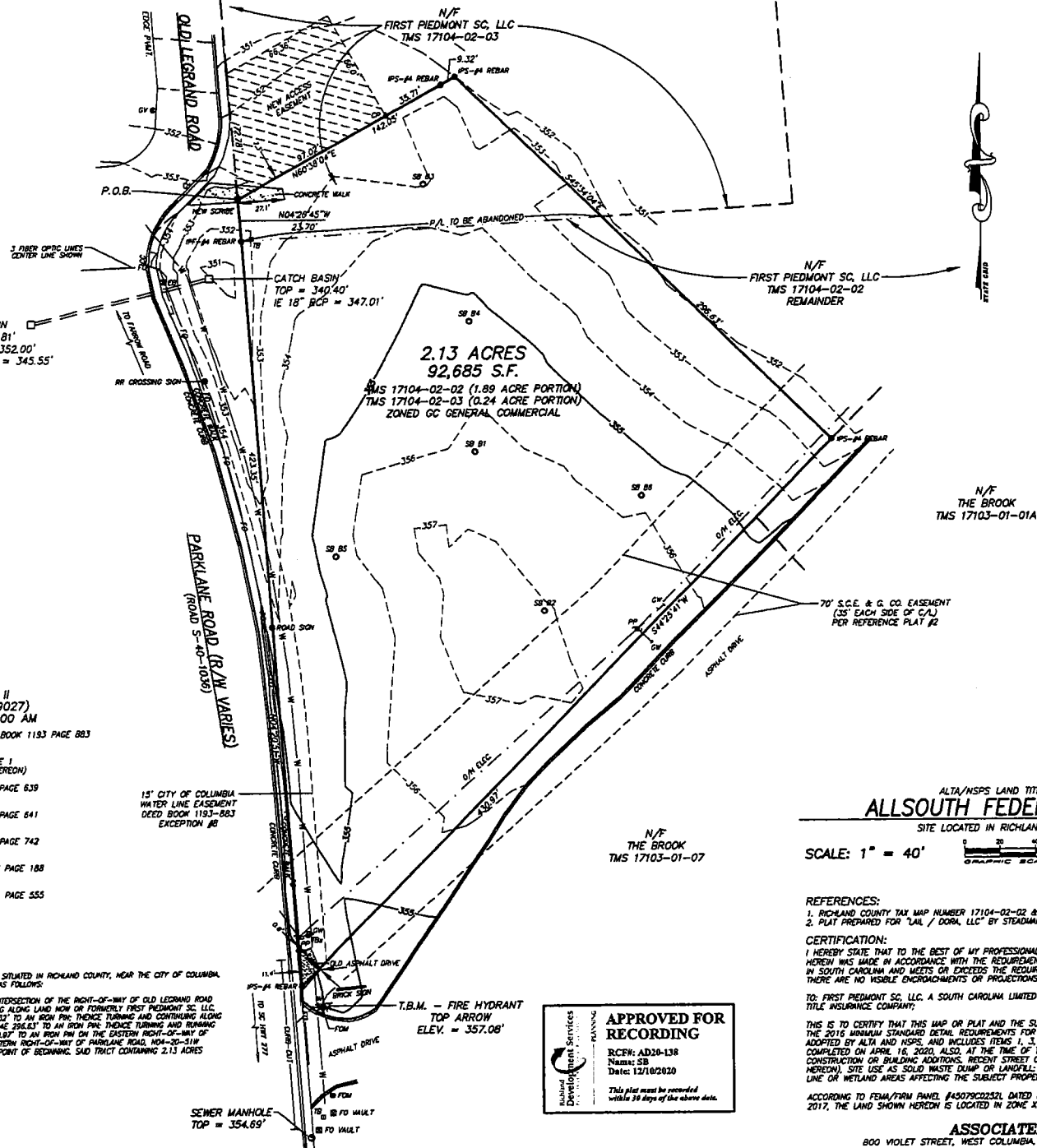
EXCEPTIONS PER SCHEDULE B - PART II COMMITMENT NO. 20-CT-009 (27271/9027) EFFECTIVE DATE MARCH 16, 2020 @ 8:00 AM

- WATER LINE EASEMENT TO CITY OF COLUMBIA - DEED BOOK 1193 PAGE 883 (PLOTTED AND SHOWN HEREON)
- DECLARATION OF COVENANTS - DEED BOOK 1229 PAGE 1 (NOT PLOTTABLE - MATTERS OF SURVEY ADDRESSED HEREON)
- EASEMENT TO S.C.E. & G. CO. - DEED BOOK D-14 PAGE 639 (UNABLE TO DETERMINE - DEED NOT LEGIBLE)
- EASEMENT TO S.C.E. & G. CO. - DEED BOOK D-14 PAGE 641 (UNABLE TO DETERMINE - DEED NOT LEGIBLE)
- EASEMENT TO S.C.E. & G. CO. - DEED BOOK D-84 PAGE 742 (DOES NOT APPLY)
- EASEMENT TO S.C.E. & G. CO. - DEED BOOK D-133 PAGE 188 (NOT PLOTTABLE BY DESCRIPTION - MAY APPLY)
- EASEMENT TO S.C.E. & G. CO. - DEED BOOK D-321 PAGE 553 (NOT PLOTTABLE BY DESCRIPTION - MAY APPLY)

LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LYING AND SITUATED IN RICHLAND COUNTY, NEAR THE CITY OF COLUMBIA, STATE OF SOUTH CAROLINA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN LOCATED NEAR THE SOUTHEASTERN INTERSECTION OF THE RIGHT-OF-WAY OF OLD LEBLANC ROAD AND PARKLANE ROAD, NOTED HEREON AS P.O.B., THENCE RUNNING ALONG LAND NOW OR FORMERLY FIRST PIEDMONT SC, LLC, N80-38-04E 132.73' TO AN IRON PIN, THENCE N80-38-04E 31.01' TO AN IRON PIN, THENCE TURNING AND CONTINUING ALONG LANDS NOW OR FORMERLY FIRST PIEDMONT SC, LLC, S 45-34-04E 196.61' TO AN IRON PIN, THENCE TURNING AND RUNNING ALONG LANDS NOW OR FORMERLY THE BROOK, S44-25-11W 430.87' TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY OF PARKLANE ROAD, THENCE TURNING AND RUNNING ALONG THE EASTERN RIGHT-OF-WAY OF PARKLANE ROAD, N04-28-45W 23.70' TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 2.13 ACRES MORE OR LESS.



MINIMUM SETBACKS PER
 ZONING REGULATIONS
 FRONT YARD: 25'
 REAR: 10'
 SIDE: 0

N/F
 THE BROOK
 TMS 17103-01-01A

ALTA/HSPS LAND TITLE SURVEY PREPARED FOR ALLSOUTH FEDERAL CREDIT UNION

SITE LOCATED IN RICHLAND COUNTY, SOUTH CAROLINA

SCALE: 1" = 40'



DATE: MAY 5, 2020
 REVISED JUNE 23, 2020, PER UP-
 DATED TITLE WORK & COMMENTS.
 REVISED NOV. 18, 2020, TO SHOW
 NEW ACCESS EASEMENT & EDIT TAIL
 MAP DESIGNATIONS.

REFERENCES:

- RICHLAND COUNTY TAX MAP NUMBER 17104-02-02 & 03 PORTIONS
- PLAT PREPARED FOR "JAL / DORA, LLC" BY STEDMAN & ASSOCIATES, INC., DATED JANUARY 22, 2007.

CERTIFICATION:

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

TO: FIRST PIEDMONT SC, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, ALLSOUTH FEDERAL CREDIT UNION & CHICAGO TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/HSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND HSPS, AND INCLUDES ITEMS 1, 3, 4, 5, 8, 11 & 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 16, 2020, ALSO, AT THE TIME OF THE SURVEY THERE WAS NO OBSERVED EVIDENCE OF BUILDING CONSTRUCTION OR BUILDING ADDITIONS, RECENT STREET OR SIDEWALK CONSTRUCTION/REPAIRS (OTHER THAN SHOWN HEREON), SITE USE AS SOLID WASTE DUMP OR LANDFILL, AND NO KNOWN PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINE OR WETLAND AREAS AFFECTING THE SUBJECT PROPERTY.

ACCORDING TO FEMA/FIRM PANEL #450700252L, DATED DEC. 21, 2017, THE LAND SHOWN HEREON IS LOCATED IN ZONE X.

ASSOCIATED E & S, INC.

800 VIOLET STREET, WEST COLUMBIA, SOUTH CAROLINA, 29169 - PH. 791-1550



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

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

Council District: 3

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

Applicant: C. Paul Harrison

Staff Recommendation: Approval

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

First reading approval was given on March 19, 2024.

ATTACHMENTS:

- **#a:** 2024-011 - Annex and Incorporate 7613 Garners Ferry Road (PDF)
- **#b:** GarnersFerry7613_Offer_Notice (PDF)
- **#c:** GarnersFerry7613_Petition (PDF)
- **#d:** ANNEX-2023-0028_7613GarnersFerry_ZPH_Packet (PDF)

Action Item (ID # 9118)

Meeting of April 2, 2024

HISTORY:

03/19/24

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2024-011

Annexing 7613 Garners Ferry Road, Richland County TMS #16314-03-16 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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

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

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

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

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

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

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

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 7613 Garners Ferry Road and TMS# 16314-03-16 containing 0.68 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #3, Census Tract 116.07, and assigned a future land use classification of Urban Edge Regional Activity Center (UEAC-2) and zoning of General Commercial District (GC).

LEGAL DEPARTMENT DRAFT

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16314-03-16

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2024-011
EXHIBIT "A"
PROPERTY DESCRIPTION

ALL THAT CERTAIN PIECE, parcel or lot of land, with improvements thereon, containing .68 acre, more or less, and being shown as Parcel "A" on that certain plat prepared for CAR Associates by Cox and Dinkins, Inc., dated March 15, 1996; revised June 7, 1996, and June 21, 1996, and recorded in the RMC Office for Richland County in Plat Book 56 at page 4175; and being further shown on a plat prepared for J. Phillip McCorkle dated November 7, 1996, by Baxter Land Surveying Co., Inc., to be recorded, said lot according to said plat being bounded and measuring as follows: Beginning at a point approximately 250.2 feet east of the intersection of Fountain Lake Road and Gamers Ferry Road and running in a southeast direction S42°45'51 "E along Gamers Ferry Road for a distance of 150.88 feet to a 1/2" rebar; thence turning and running in a Southwest direction S34°19'23"W along Parcel "D" for a distance of 196.92 feet to a 1/2" rebar; thence turning and running in a Northwest direction along Parcel "C" N45°53'28"W for a distance of 149.19 feet to a 1/2" rebar; thence turning and running in a Northeast direction along property now or formerly of Vernon E. Sanders N34°18'32"E for a distance of 205 .28 feet to the point of beginning. All measurements being a little more or less.

LEGAL DEPARTMENT DRAFT

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: January 17, 2024
 RE: **Property Address:** 7613 Garners Ferry Road
Richland County TMS#: 16314-03-16
Owner(s): C. Paul Harrison
Current Use: Commercial
Proposed Use: Commercial
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Regional Activity Center (UEAC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial District (GC)
Reason for Annexation: Municipal Services; Donut Hole - Secondary
City Council District: 3
Census Tract: 116.07

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

Planning & Development Services staff will see to it that this matter is placed on the **February 8, 2024** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
 Attachments

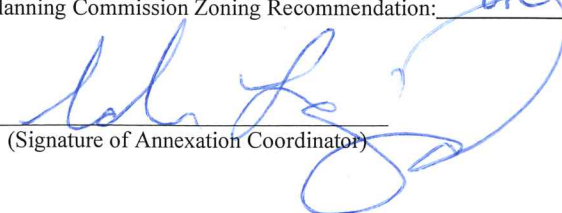
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Dollie Herron, Community Development
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Wendy Royal, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UEAC-2 (Land Use classification) by S - 0
 on 2/8/24 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: GC (Zoning classification) by S - 0
 on 2/8/24 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use

7613 Garners Ferry Road; TMS# 16314-03-16

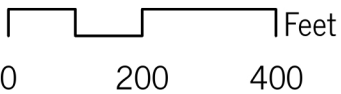
Current Richland Co. Future Land Use: Neighborhood (Medium Density)

Proposed City Future Land Use: Urban Edge Regional Activity Center (UEAC-2)

17.b

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

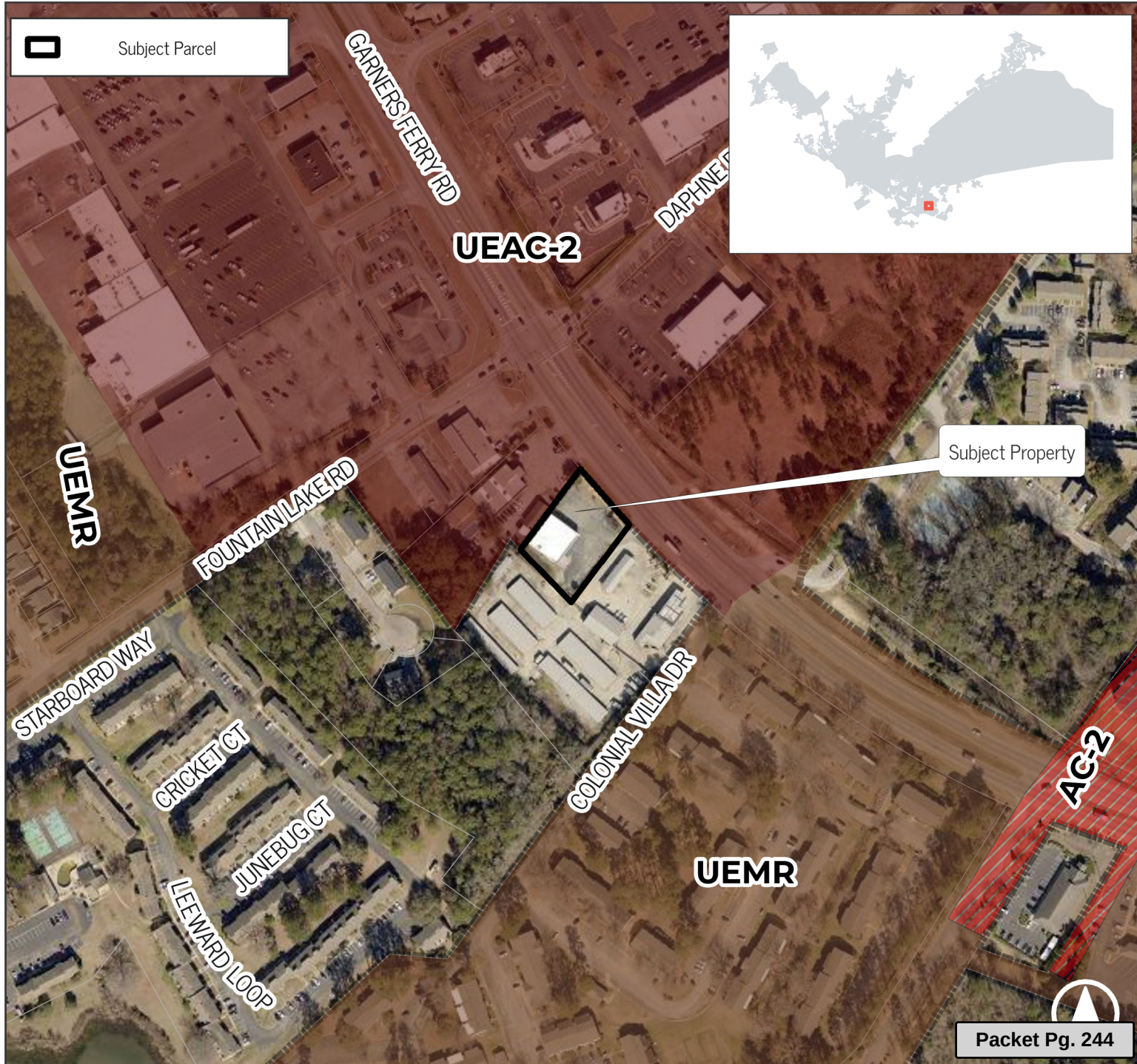


Planning & Development Services Department

Created by: sw Hudson Date: 1/12/2024



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Zoning

7613 Garners Ferry Road; TMS# 16314-03-16

Current Richland Co. Zoning: General Commercial (GC)

Proposed City Zoning: General Commercial District (GC)

17.b

Legend

- GC: General Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 200 400 Feet

Planning & Development Services Department

Created by: swudson Date: 1/12/2024



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Packet Pg. 245

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

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

Property Description: ALL THAT CERTAIN PIECE, parcel or lot of land, with improvements thereon, containing .68 acre, more or less, and being shown as Parcel "A" on that certain plat prepared for CAR Associates by Cox and Dinkins, Inc., dated March 15, 1996; revised June 7, 1996, and June 21, 1996, and recorded in the RMC Office for Richland County in Plat Book 56 at page 4175; and being further shown on a plat prepared for J. Phillip McCorkle dated November 7, 1996, by Baxter Land Surveying Co., Inc., to be recorded, said lot according to said plat being bounded and measuring as follows: Beginning at a point approximately 250.2 feet east of the intersection of Fountain Lake Road and Gamers Ferry Road and running in a southeast direction S42°45'51 "E along Gamers Ferry Road for a distance of 150.88 feet to a 1/2" rebar; thence turning and running in a Southwest direction S34°19'23"W along Parcel "D" for a distance of 196.92 feet to a 1/2" rebar; thence turning and running in a Northwest direction along Parcel "C" N45°53'28"W for a distance of 149.19 feet to a 1/2" rebar; thence turning and running in a Northeast direction along property now or formerly of Vernon E. Sanders N34°18'32"E for a distance of 205 .28 feet to the point of beginning. All measurements being a little more or less.

Richland County TMS: 16314-03-16

Property Addresses: 7613 Garners Ferry Road



C. Paul Harrison

Date: 12.2.23

3 DAYS BEFORE EXERCISE IN
SOUTH CAROLINA
CALL 1-800-922-0983

UNDERGROUND LOCATIONS
CONTRACTOR SHALL CONTACT
THE UNDERGROUND LOCATIONS
EXPERT TO OBTAIN FOR UP-TO-DATE
TO UTILITY LOCATIONS.

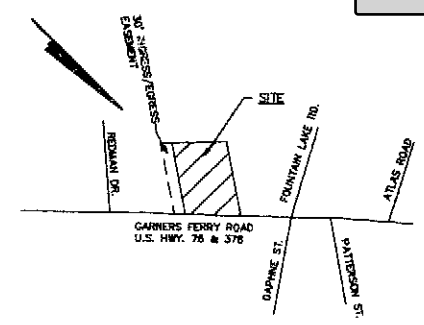
INFORMATION REGARDING THE EXISTENCE, SIZE, CHARACTER AND LOCATION OF
EXISTING UNDERGROUND UTILITIES AND STRUCTURES OBTAINED FROM LOCAL UTILITY
COMPANIES AND AVAILABLE RECORDS SUPPLIED BY THE OWNER AND IS SHOWN HEREON
HEREIN IS AN INDICATION OF THE ACCURACY OF THE INFORMATION AND IT SHALL BE
CONSIDERED AS THAT LIES BY THESE USING THIS DRAWING. HOWEVER, THE SURVEYOR
HAS NO NOTICE OR KNOWLEDGE OF ANY FACTS THAT WOULD LEAD HIM TO CONCLUDE THAT
THE INFORMATION IS NOT ACCURATE. UTILITIES AND STRUCTURES NOT SHOWN MAY BE
PRESENT. THE OWNER, HIS EMPLOYER, HIS CONSULTANTS, HIS AGENTS AND HIS
CONTRACTORS SHALL HEREBY EXPLICITLY UNDERSTAND THAT THE SURVEYOR IS NOT
RESPONSIBLE FOR THE COMPLETION OR SUPERVISION OF UNDERGROUND INFORMATION
INFORMATION WITH RESPECT TO ABOVE GROUND MEASUREMENTS OF SUCH UTILITIES IS BASED
UPON ACTUAL FIELD MEASUREMENTS AND UNDERGROUND LOCATIONS IS SHOWN HEREON.

JUL 10 1996

BOOK 56 PAGE 4175

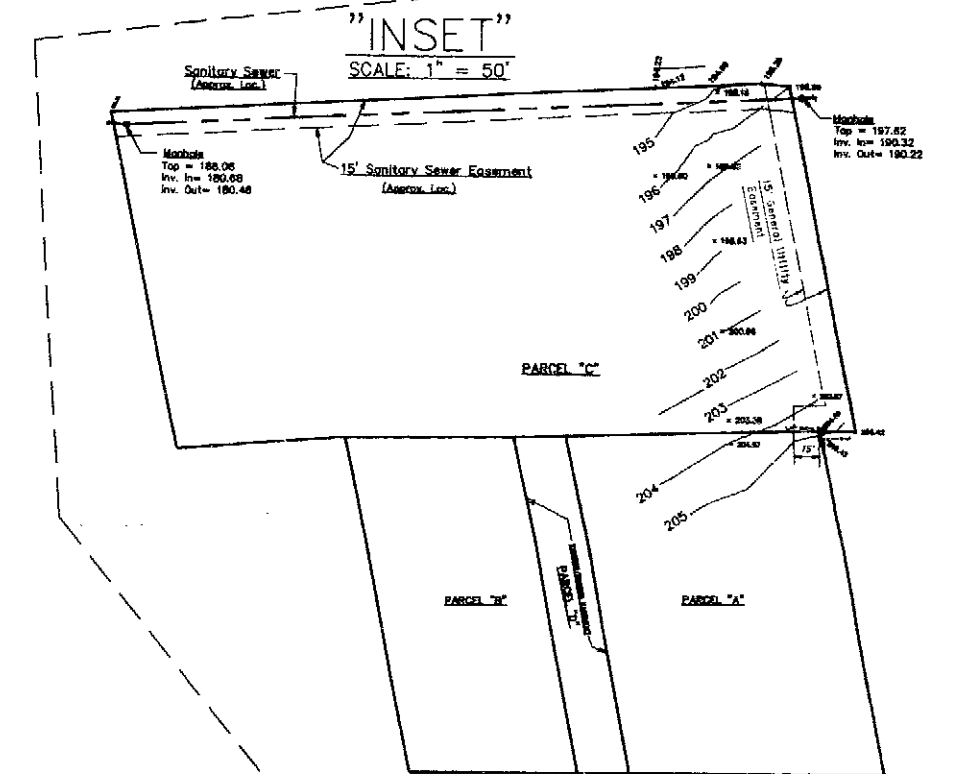
FILED
96 JUL 19 PM 1:00

REGISTER OF
MESSE CONVEYANCE
HIGHLAND CNTY. S.C.
CLARK & HATTELT

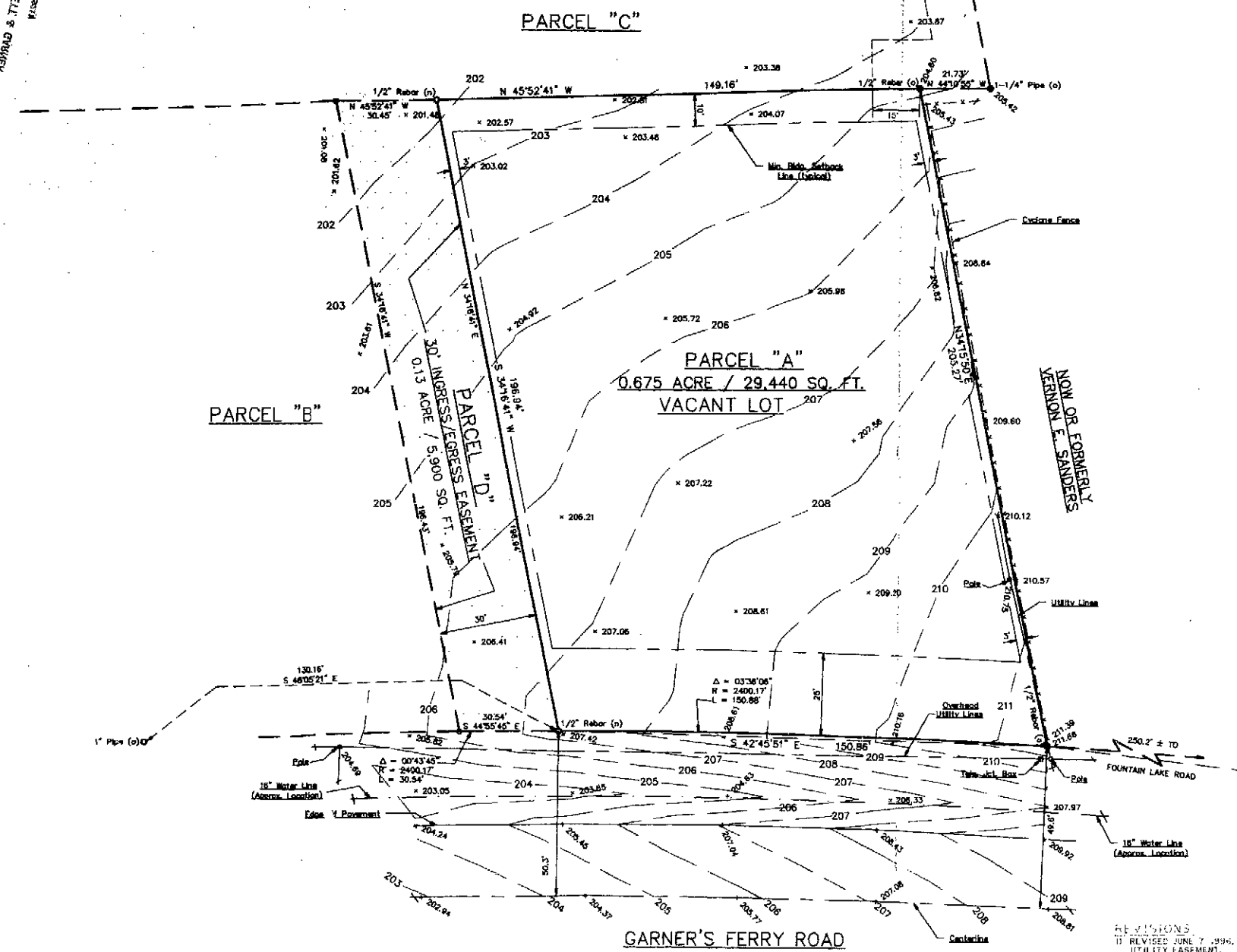


LOCATION MAP
(NOT TO SCALE)

"INSET"
SCALE: 1" = 50'



BENCH MARK ELEVATION = 217.96' M.S.L. (Mean Sea Level)
RAILROAD SPIKE IN POWER POLE NO. C 11641
LOCATED IN THE SOUTHEAST
QUADRANT OF THE INTERSECTION OF
FOUNTAIN LAKE DRIVE
AND GARNER'S FERRY ROAD
(BENCH MARK INFORMATION PROVIDED BY
CITY OF COLUMBIA ENGINEERING DEPARTMENT)



GARNER'S FERRY ROAD
U.S. HWY. NO'S 76 & 378

REVISIONS
1) REVISED JUNE 7, 1996, TO SHOW 15' GENERAL
UTILITY EASEMENT.
2) REVISED JUNE 15, 1996

NOTES:

- 1) THE LOCATIONS OF UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN.
- 2) CONTOUR INTERVAL = ONE FOOT.

REFERENCES:

- 1) PROPERTY SURVEY PREPARED FOR G. JEFF MATTHEWS, BY B.P. BARBER & ASSOCIATES, INC., DATED AUGUST 11, 1988, AND RECORDED IN THE OFFICE OF REGISTER OF MESSE CONVEYANCE FOR RICHLAND COUNTY IN PLAT BOOK NO. 51, PAGE 1067.
- 2) PRELIMINARY SKETCH PLAN OF PROPOSED COMMERCIAL SUBDIVISION, BY AMERICAN ENGINEERING CONSULTANTS, INC., DATED JUNE 1, 1995.

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

DATE: 3-15-96
Gene L. Barber
REG. LAND SURVEYOR
& PROF. ENGINEER
NO. 6294

I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEDERAL
INSURANCE ADMINISTRATION FLOOD INSURANCE RATE
MAP AND TO THE BEST OF MY KNOWLEDGE AND BELIEF
THE SUBJECT PROPERTY IS NOT LOCATED IN SPECIAL FLOOD
HAZARD ZONE A OR V (DANGER) AS PER NATIONAL FLOOD
INSURANCE PROGRAM FLOOD INSURANCE RATE MAP, MAP NUMBER
480707079 & EFFECTIVE DATE: JANUARY 19, 1985

BOOK 56 PAGE 4175

BOUNDARY SURVEY & TOPOGRAPHICAL MAP PREPARED FOR CAR ASSOCIATES RICHLAND COUNTY, NEAR COLUMBIA, S.C.	
DATE: (SEE REVISION) MARCH 15, 1996	Scale: 1" = 20'
COX and DINKINS, INC. ENGINEERS - SURVEYORS 614 Holly Street, Columbia, South Carolina - 29205 (803) 254-0518	
Project No:	Sheet No. of

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

Gene L. Barber
REG. LAND SURVEYOR
& PROF. ENGINEER
NO. 6294



CITY COUNCIL

March 19 2024 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

7613 Garners Ferry Road;

TMS# 16314-03-16

Council District:	3
Proposal:	Request to annex the property, assign land use classification of Urban Edge Regional Activity Center (UEAC-2) and assign zoning of General Commercial District (GC) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned General Commercial (GC) by Richland County.
Applicant:	C. Paul Harrison
Staff Recommendation:	Approval
PC Recommendation:	2/8/2024; Approval (5-0)
ZPH, 1 ST Reading:	3/19/2024; Pending
2 nd Reading:	4/2/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.68
Current Use: Commercial
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole - Secondary
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Urban Edge Regional Activity Center (UEAC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial District (GC)
Census Tract: 116.07

DETERMINATION FOR CITY SERVICES

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

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed business would be **approximately \$1,400 per year**, based on calls to similar commercial uses within the City limits.

Fire

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

Solid Waste

The Solid Waste Division does not typically provide service to this type of development.

Engineering

Because water and sanitary sewer lines are already available to this property, Utilities and Engineering should **not incur any costs** associated with this annexation.

Water Customer Care

The business will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is within an area designated as Donut Hole – Secondary within the Urban Service Area plan. The property contains walk-in medical clinic within a recently renovated former auto parts store. The real estate tax revenue generated for the City would be **approximately \$4,200 per year** based on the estimated taxable value of this property.

* Estimated City Tax Revenue is based on **2023 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a “Donut Hole - Secondary” in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Hole – Secondary

Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include “higher value” properties where annexation could prove beneficial to revenues.

Annexation within *Secondary Areas* should be considered, but an assessment of the impact on the City’s revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Regional Activity Center (UEAC-2). The property is currently designated as Neighborhood (Medium Density) by Richland County.

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

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

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County, though the Central Midlands Council of Governments is currently facilitating a planning process in the area, the *Columbia East Traffic Improvement Area Plan*.

PROPOSED ZONING DISTRICT SUMMARY

The property is currently zoned General Commercial (GC) by Richland County. Adjacent parcels within the City of Columbia are currently zoned General Commercial District (GC) to the northwest and northeast. Adjacent parcels in unincorporated Richland County are currently zoned General Commercial (GC) to the southeast and southwest. Upon the implementation of Richland County's new Land Development Code and Zoning Maps on March 1, 2024, the subject property and adjacent County-zoned properties will continue to be zoned General Commercial (GC).

The proposed City of Columbia zoning district is General Commercial District (GC).

Refer to attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of future land use classification of Urban Edge Regional Activity Center (UEAC-2) and zoning of General Commercial District (GC) at the time of annexation.



Future Land Use

7613 Garners Ferry Road; TMS# 16314-03-16

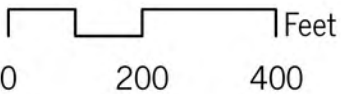
17.d

Current Richland Co. Future Land Use: Neighborhood (Medium Density)

Proposed City Future Land Use: Urban Edge Regional Activity Center (UEAC-2)

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
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- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
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- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
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- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
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- T/S - Transitional/Sensitive Lands
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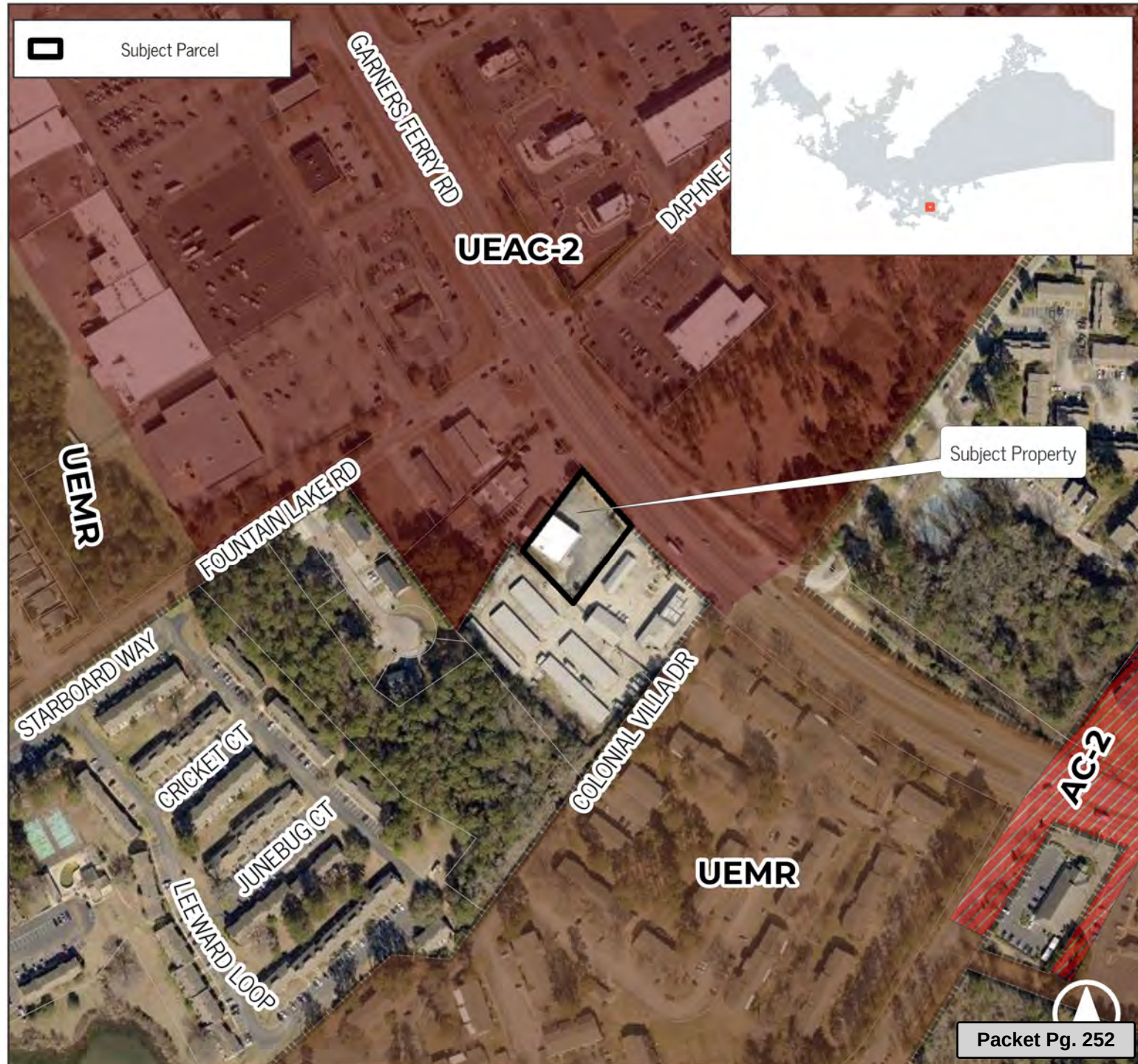


Planning & Development Services Department

Created by: sw Hudson Date: 1/12/2024



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Zoning

7613 Garners Ferry Road; TMS# 16314-03-16

Current Richland Co. Zoning: General Commercial (GC)

Proposed City Zoning: General Commercial District (GC)

17.d

Legend

- GC: General Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 200 400 Feet

Planning & Development Services Department

Created by: swudson Date: 1/12/2024



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Current Future Land Use Classification

NEIGHBORHOOD (MEDIUM-DENSITY)

Land Use and Character

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.



Desired Development Pattern

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.



Transportation

Upgrades to arterial and collector roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. Subdivisions should be designed to provide vehicular, bicycle, and pedestrian access and connectivity throughout, either through conventional sidewalks or through greenway and trail access.

Recommended Land Uses

Primary Land Uses: Single-family detached houses, duplexes, townhomes

Secondary Land Uses: Multi-family development, neighborhood serving services, such as small scale drycleaners, professional offices, coffee shops, bakeries and restaurants, drug-stores, and convenience stores should be located within Neighborhood Activity Centers or may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. These land uses should not result in strip commercial development or fragmented “leapfrog” development patterns along corridors. Places of worship, public or private parks, and public recreation facilities are also appropriate uses. These uses should be integrated to better serve surrounding residential properties through pedestrian access, and mitigation of any noise, light, or traffic impacts on neighborhoods.

Policy Guidance

1. Neighborhood densities should be based on allowing higher densities that include single-family attached housing near major corridors and activity centers and lower densities that include only single-family detached housing near open space developments, low-density residential, and rural areas.
2. Master planning of neighborhoods is encouraged and should include neighborhood parks and open spaces as part of the development program. A mix of housing types is encouraged within individual developments. Neighborhood scale commercial centers are also an appropriate amenity to include in master planned developments.
3. Traditional neighborhood designs should be facilitated by development of a new zoning district that allows for a mix of housing types and lot sizes within a single development.
4. Developments should connect to adjacent neighborhoods and commercial/employment areas, and be supported by multiple modes of transportation.
5. The protection of mature tree canopy is encouraged for areas surrounding developments and on private residential lots, as feasible.

6. Environmentally sensitive areas, such as floodplains, wetlands, and lands along creeks and surface waters should be protected or developed using best management practices to maintain the areas green infrastructure system, and to ensure long-term water quality. Providing public recreational access to these features, as feasible, is preferred.

Relevant Plans

Broad River Road Corridor and Neighborhood Master Plan, Candlewood Master Plan, Crane Creek Master Plan, Lower Richland Community Strategic Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area

Priority Investment Areas

#2 Ballentine at Dutch Fork Road, Marina, and Broad River Road, Portion of #5 I-20 Fairfield Interchange, Portion of #9 Decker Boulevard and Two Notch Road, Portion of #8 I-77 Farrow Road Interchange

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

RS-LD, RS-MD,MH,PDD



Proposed Future Land Use Classification

Development Types

URBAN EDGE REGIONAL ACTIVITY CENTER (UEAC-2)

Urban Edge Regional Activity Centers are large to extra-large scale, mixed-use activity centers with region-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within up to a 20-mile radius or drive distance. These activity centers are found in the outer areas of the City (frequently near highway interchanges) and are subdivided from large undeveloped tracts or as redevelopment of larger commercial sites. They are typically found at major intersections of major corridors and may occupy all quadrants of the intersection.



P parking T transit

UEAC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small to Extra Large (incl. High-rise)

SECONDARY TYPES

- Multi-family Small to High-rise
- Civic/Institutional Small to Large
- Parking Structures

TERTIARY TYPES

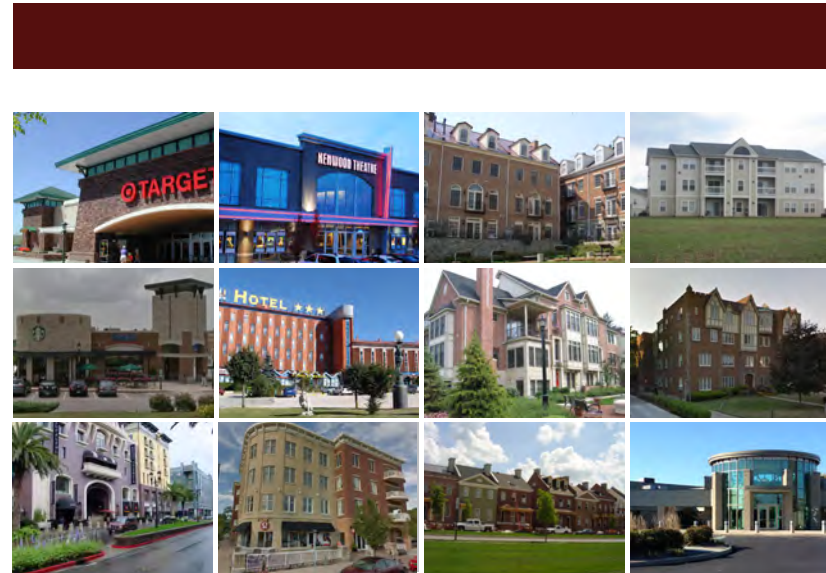
- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

UEAC-2 DEVELOPMENT PATTERN/CONTEXT

- Internal street networks may be laid out in a grid to create various block sizes and shapes, but typically do not continue the urban street grid. Ingress and egress to the primary road network may be managed by collector drives. Wide sidewalks on both sides of the street are common.
- Blocks vary in size based on tenant mix; subdivision beyond blocks may be non-existent.
- Buildings may be street-oriented or face a parking lot within a development. Buildings often have a larger footprint and are stand-alone single-use structures or are organized in a shopping center configuration.
- Buildings range from small to extra large scale footprint and are typically between one to six stories.
- Design of centers is auto-oriented, but should fully accommodate pedestrians and cyclists as well as automobiles, with sidewalks or other pedestrian connections established between developments.
- Transit facilities should be located near or within these activity centers.
- Depending on the density of uses within a Regional Activity Center, parking for businesses should be accommodated in inner block surface parking or in parking structures and on-street parking. Parking for residential uses should be accommodated in attached parking structures, inner block surface lots, on streets, and in individual rear-loaded garages.
- Regional Activity Centers typically contain multiple developments along an arterial or collector road, and surrounding areas may transition into Community or Regional Activity Corridors. Developments will range in size and intensity.



- Plazas, street trees and plantings, greens, neighborhood parks, and outdoor event venues can provide open spaces and outdoor recreation opportunities in Regional Activity Centers. Bike racks, benches, and other pedestrian and cycling amenities are found along sidewalks and in open spaces.
- Open spaces for buffering from adjacent development may be used; however transitions in building scale, use, and orientation, as well as street connectivity, are all preferred methods of connecting developments of different types rather than buffering them from one another.

Proposed Zoning District



GC: General Commercial District

Purpose

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers.

Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

Intensity and Dimensional Standards

(1) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	20
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	75

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

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

Dwelling, mixed-use ²	Community recreation center ²	Elementary, middle, or high school
Dwelling, multifamily ²	Cultural facility	School, business or trade
Dwelling, single-family detached ²	Day care facility ¹	Hospital
Dwelling, two-family ²	Government office	Laboratory, medical or dental
Continuing care retirement community (CCRC) ¹	Library	Medical or dental clinic/office
Residential care facility ²	Membership organization facility	Nursing care facility
Broadcasting studio	Place of worship ¹	Arboretum or botanical garden
Newspaper or periodical publishing establishment	Public safety facility	Cemetery
	Social services facility	Park or greenway ¹
	College or university	Park and ride

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

GC: GENERAL COMMERCIAL

Parking lot ¹	Non-depository personal credit institution ¹	Community garden ²
Parking structure ²	Repair of personal goods	Crop production and processing
Passenger terminal, surface transportation	Car wash	Warehouse distribution and storage ²
Utility facility, major ²	Amusement park	Wholesale sales, not elsewhere listed ²
Utility facility, minor	Arena, stadium, or outdoor theater	Manufacturing, assembly, or fabrication, light
Animal shelter ²	Banquet hall	
Kennel ¹	Performing arts center	
Veterinary hospital or clinic ¹	Recreation facility, indoor, not elsewhere listed	
Equipment rental	Recreation facility, outdoor, not elsewhere listed	
Laboratory, testing or research	Building supplies and equipment store ²	
Lawn, tree, or pest control services	Consumer goods store	
Linen or uniform supply	Convenience store ²	
Self-service storage ¹	Farmers' market	
Eating establishment only ¹	Fuel sales (bulk) ²	
Eating and drinking establishment, Type 1 ¹	Grocery store or food market ¹	
Eating and drinking establishment, Type 2 ²	Liquor store ²	
Funeral home or mortuary	Pawn shop ²	
Business/Professional office	Commercial vehicle sales and rentals ¹	
Contractor's office	Gasoline sales and service station ¹	
Bank, retail	Personal vehicle repair and maintenance ¹	
Beauty salon or barbershop	Personal vehicle sales and rentals ¹	
Body piercing or tattoo establishment ¹	Vehicle equipment supplies sales and rentals	
Dry cleaning pick-up ¹	Bed and breakfast ¹	
Laundry, coin-operated	Hotel or motel	
Nail salon		

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

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

Council District: 3

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

Applicant: CDG Dreyfuss, LLC

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

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

First reading approval was given on March 19, 2024.

ATTACHMENTS:

- **#a:** ANNEX-2024-0001_BluffDreyfus_ZPH_Packet_r (PDF)
- **#b:** 2024-015 - Annex and Incorporate 10 Bluff Road (portion) (PDF)
- **#c:** Dreyfus_Bluff_4parcels_CDG_Petition (PDF)
- **#d:** Dreyfus_Bluff_4parcels_Offer_Notice-wPC (PDF)

HISTORY:

03/19/24

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

March 19, 2024 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

10 Bluff Road (portion), 1035 Dreyfus Road, 1025 Dreyfus Road, and 1017 Dreyfus Road; TMS# 11301-16-01 (portion), 11301-16-02, 11301-16-03, and 11301-16-04

Council District:	3
Proposal:	Request to annex the property, assign land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign zoning of Light Industrial District (LI), portions within the Floodplain and Floodway Overlay Districts (OV-FP and OV-FW), for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Light Industrial (M-1) by Richland County.
Applicant:	CDG Dreyfuss, LLC
Staff Recommendation:	Denial of zoning classification, Approval of annexation. See Planning Comments on next page.
PC Recommendation:	2/8/2024; Approval (5-0)
ZPH, 1 ST Reading:	3/19/2024; Pending
2 nd Reading:	4/2/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.1 acres
Current Use: Vacant Commercial/Light Industrial
Proposed Use: Commercial/Light Industrial
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole - Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Urban Core Neighborhood Activity Center (UCAC-1)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial District (LI), portions within the Floodplain and Floodway Overlay Districts (OV-FP and OV-FW)
Census Tract: 28

DETERMINATION FOR CITY SERVICES

The following determinations are estimates of the benefits and costs associated with the annexation of the subject property:

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed business would be **approximately \$2,300 per year**, based on calls to similar warehouse uses within the City limits.

Fire

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

Solid Waste

The Solid Waste Division does not typically provide service to this type of development.

Engineering

Because water and sanitary sewer lines are already available to this property, Utilities and Engineering should **not incur any costs** associated with this annexation.

Water Customer Care

The new tenants of the property will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

While our recommendation on the requested zoning district is denial (see staff recommendation below), we otherwise **recommend approval** of the annexation of this property, which is within an area designated as Donut Hole – Primary within the Urban Service Area plan. The current plans for the property are to extend sewer to the property and renovate the existing buildings for new tenants. The real estate tax revenue generated for the City would be **approximately \$6,750 per year** based on the estimated taxable value of this property.

* Estimated City Tax Revenue is based on **2023 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a “Donut Hole - Primary” in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Hole - Primary

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

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

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river.

These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

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

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

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

The subject property is located within the study area of the *Capital City Mill District Area & Corridor Plan* (2017) adopted by the City of Columbia and Richland County. The property falls within both the Whaley Neighborhood and Assembly Street Corridor sub areas (pages 12-14 and 19-20), and the plan proposed a future land use classification of Urban Core Neighborhood Activity Center (UCAC-1) for the property (page 33). Specific Mill District Characteristics were provided related to each recommended future land use classification, and for UCAC-1, these were: “mill vernacular architecture; small to medium scale; reflects patterns of adjacent neighborhoods” (page 33). The plan recommended the inclusion of on-street bike facilities along Dreyfus (page 63) as well as a greenway connection between Assembly and property on the south side of Dreyfus (along the western edge of the Capital City Ballpark property) (page 62). It also recommended the creation of a Heyward Street connection between the Mill District and Assembly Street (pages 64-66), inclusive of water quality and greenspace improvements (page 88).

Dreyfus Road was also included as part of an EPA Greening America’s Communities design charrette in 2018, subsequent to which a summary document regarding recommendations for the Rocky Branch Greenway was created for the EPA. Though the document did not make recommendations specific to the subject property, it did address the provision of pedestrian facilities along Dreyfus Road, as well as the alignment of the intersection of Dreyfus and Assembly.

PROPOSED ZONING DISTRICT SUMMARY

The properties are currently zoned Light Industrial (M-1) by Richland County. Adjacent parcels within the City of Columbia are currently zoned Employment Campus District (EC) to the north (the subject of the associated Zoning Map Amendment request, ZMA-2024-0002), Neighborhood Center/Corridor District (NAC) to the northeast, Community Activity Center/Corridor District (CAC) to the southeast, and Residential Mixed District (RM-2) to the northwest. Portions of each of these districts are within the Floodplain and Floodway Overlay Districts (OV-FP and/or OV-FW).

Adjacent parcels in unincorporated Richland County are currently zoned Light Industrial (M-1) to the southeast and southwest. Upon the implementation of Richland County’s new Land Development Code and Zoning Maps on March 1, 2024, the subject property and adjacent County-zoned properties will continue to be zoned Light Industrial (M-1).

The proposed City of Columbia zoning district is Light Industrial District (LI), portions within the Floodplain and Floodway Overlay Districts (OV-FP and OV-FW).

Refer to attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

As the annexation, future land use, and zoning district are being considered together, staff recommends denial of this application. It should be noted that this recommendation is based primarily upon the requested LI zoning district, and staff otherwise believes that the annexation of the property would be beneficial to the City.

Staff recommends denial of the assignment of Light Industrial District (LI) zoning at the time of annexation. Although the properties contain two vacant/recently vacant warehouses, the land use proposed in *The Capital City Mill District Area & Corridor Plan* (2017), adopted by both the City of Columbia and Richland County, encourages a more neighborhood-scaled zoning district for this part of Dreyfus Road. A portion of the subject property is already inside the City, and is zoned Employment Campus District (EC), a portion within the Floodplain Overlay District (OV-FP).

However, regardless of base zoning district, staff recommends the assignment of the Floodplain Overlay District (OV-FP) and the Floodway Overlay District (OV-FW) to portions of the property – aligned with current FEMA floodplain maps for this area – at the time of annexation.

Consistent with *The Capital City Mill District Area & Corridor Plan*, Staff recommends the assignment of a future land use classification of Urban Core Neighborhood Activity Center (UCAC-1) at the time of annexation.

Procedurally, if Council wishes to annex this property with different zoning and land use classifications than those being applied for, the Planning Commission would need to review the alternatively proposed zoning and land use and make a recommendation before the request could return to Council for approval.



Subject Properties



Future Land Use

1025 & 1035 Dreyfus Road; TMS# 11301-16-01, -02, -03 & -04

Current Richland Co. Future Land Use: Mixed Residential (High Density)

Proposed City Future Land Use: Urban Core Neighborhood Activity Center (UCAC-1)

18.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

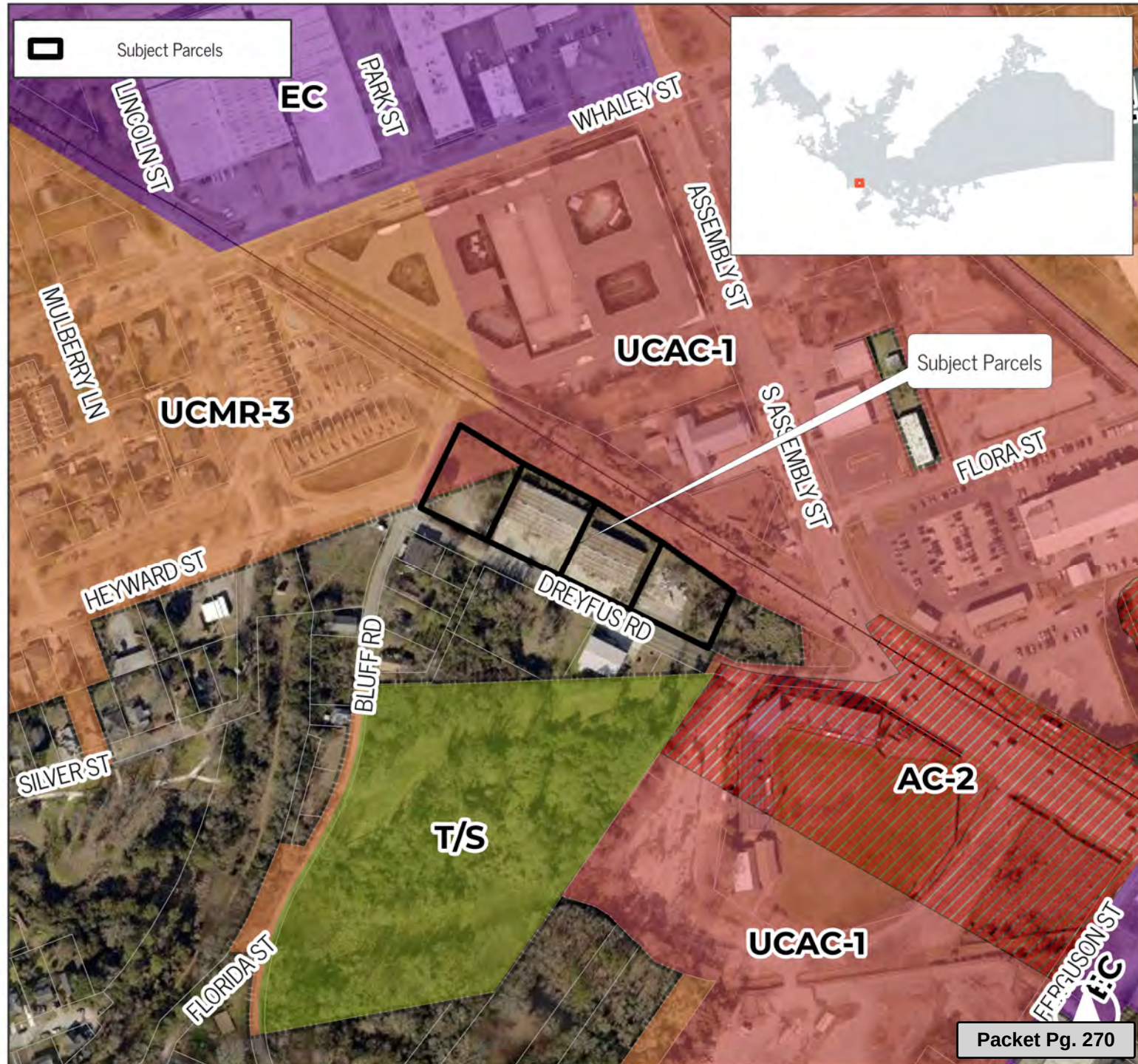
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Planning & Development Services Department

Created by: sw Hudson Date: 1/12/2024



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Zoning

1025 & 1035 Dreyfus Road; TMS# 11301-16-01, -02, -03 & -04

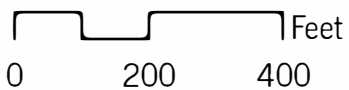
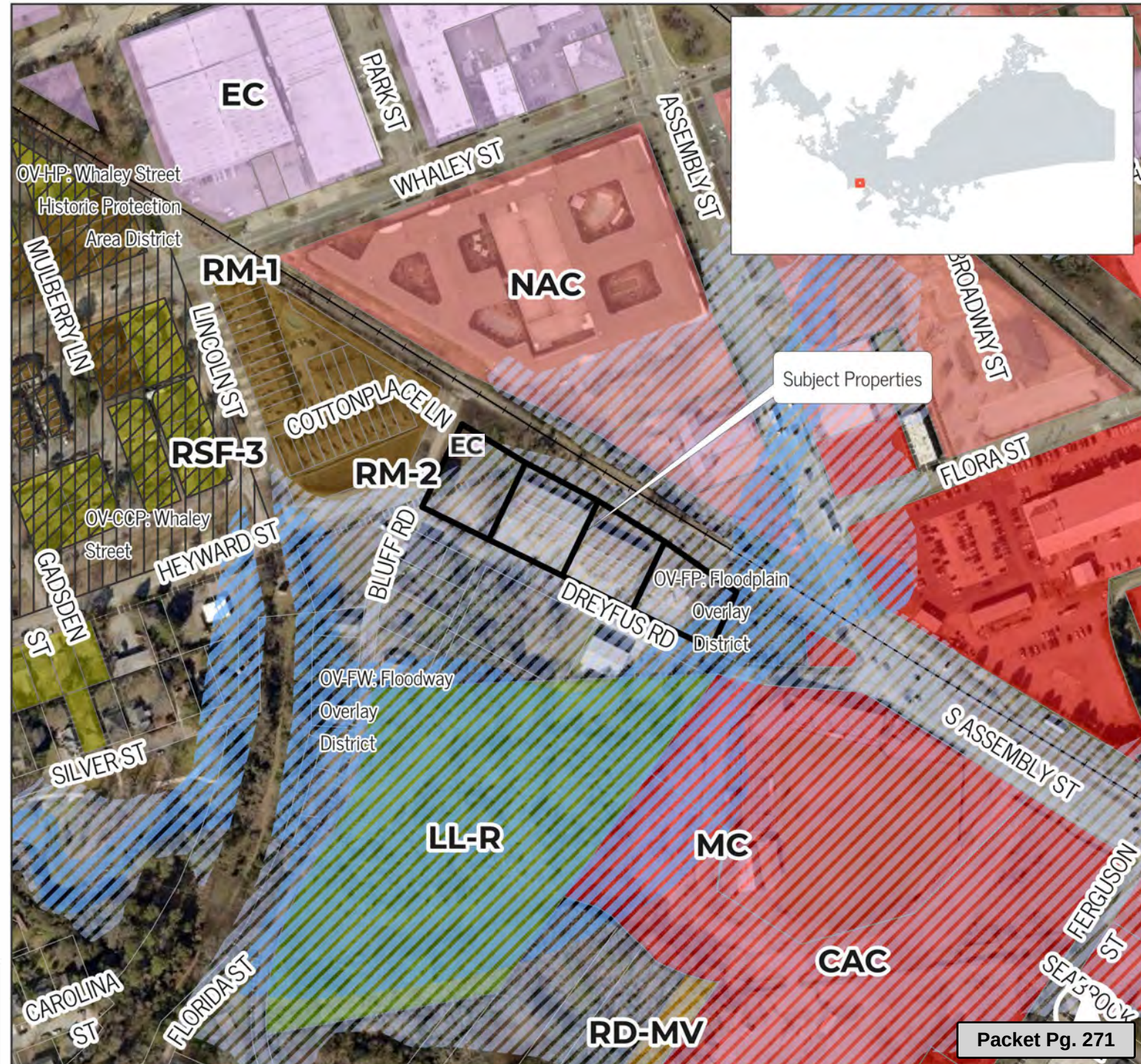
Current Richland Co. Zoning: Manufacturing (M-1)

Proposed City Zoning: Light Industrial (LI), portions within OV-FP and OV-FW

18.a

Legend

- CAC: Community Activity Center/Corridor
- NAC: Neighborhood Center/Corridor
- MC: Mixed Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- RD-MV: Residential Two-Family - Mill Village District
- EC: Employment Campus District
- LL-R: Large Lot - Reserve District
- OV-HP: Historic Preservation Overlay Districts
- OV-CCP: Community Character Protection Overlay Districts
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



Planning & Development Services Department

Created by: swhudson Date: 1/12/2024



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Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

URBAN CORE NEIGHBORHOOD ACTIVITY CENTER (UCAC-1)

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



UCAC-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

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

SECONDARY TYPES

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

TERTIARY TYPES

- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UCAC-1 DEVELOPMENT PATTERN/CONTEXT

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



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

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

Proposed Zoning District



LI: Light Industrial District

Purpose

The purpose of the Light Industrial (LI) District is to provide lands that allow light industrial development. Development allowed in the LI District includes wholesaling, distribution, storage, processing, research and development, light manufacturing, and related development. The district also accommodates support uses such as office and limited commercial uses that primarily serve the principal industrial uses.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	N/A
Building Height, max. (ft.)	75

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

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED	Laboratory, medical or dental	Utility facility, major
Broadcasting studio	Medical or dental clinic/office	Utility facility, minor
Newspaper or periodical publishing establishment	Arboretum or botanical garden	Animal shelter
Correctional facility ²	Cemetery	Kennel ¹
Cultural facility ²	Park or greenway ¹	Veterinary hospital or clinic ¹
Government office	Airport	Equipment rental
Library	Park and ride	Laboratory, testing or research
Membership organization facility	Parking lot ¹	Lawn, tree, or pest control services
Place of worship ¹	Parking structure ¹	Linen or uniform supply
Public safety facility	Passenger terminal, surface transportation	Self-service storage ¹
Social services facility	Solar energy conversion system (large scale) ¹	Sign fabricating establishment
School, business or trade		Eating establishment only ¹

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

LI: LIGHT INDUSTRIAL

Eating and drinking establishment, Type 1 ¹	Commercial vehicle sales and rentals ¹
Eating and drinking establishment, Type 2 ²	Gasoline sales and service station ¹
Crematory	Personal vehicle repair and maintenance ¹
Business/Professional office	Personal vehicle sales and rentals ¹
Contractor's office	Vehicle equipment supplies sales and rentals
Body piercing or tattoo establishment ¹	Vehicle paint and finishing shop
Dry cleaning pick-up ¹	Vehicle towing and wrecker service ¹
Laundry, coin-operated	
Non-depository personal credit institution ¹	Agriculture and forestry uses, not elsewhere listed
Repair of personal goods	Community garden ¹
Car wash	Crop production and processing
Amusement park	Contractor's yard
Arena, stadium, or outdoor theater	Motor freight facility
Recreation facility, indoor, not elsewhere listed	Warehouse distribution and storage
Sexually-oriented business ²	Wholesale sales, not elsewhere listed
Building supplies and equipment store	Manufacturing, assembly, or fabrication, light
Consumer goods store	Manufacturing, assembly, or fabrication, medium
Convenience store ²	
Farmers' market	Composting facility ²
Liquor store ²	Junk, salvage, scrap, or wrecking yard ²
Fuel sales (bulk)	Recycling center ²
Commercial fuel depot	Refuse processing facility ²
Commercial vehicle repair and maintenance	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(e) OV-FP: Floodplain Overlay District**

(e) OV-FP: Floodplain Overlay District**(1) Purpose**

The purpose of the Floodplain Overlay (OV-FP) District is to protect people and property from risks associated with flooding in floodplain areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses and require certain uses to be located and constructed in a manner that avoids or mitigates damage in the event of flooding.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-FP District, in addition to the base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-FP District shall control.

(3) Comply with Floodplain Regulations

Development in the OV-FP District shall comply, as determined by the City Engineer, with all applicable regulations established for special flood hazard areas in Article III, Chapter 21 of the Code of Ordinances and with applicable Federal Emergency Management Agency regulations.

(d) OV-FW: Floodway Overlay District

(1) Purpose

The purpose of the Floodway Overlay (OV-FW) District is to protect people and property from risks associated with flooding in floodway areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-FW District, in addition to the base zoning district standards. In instances where there is a conflict between the standards in the OV-FW district and any other standards in this Ordinance, including the standards in the base district, the standards in the OV-FW District shall control.

(3) Comply with Floodway Regulations

Development in the OV-FW District shall comply, as determined by the City Engineer, with regulations established for floodways in Article III, Chapter 21 of the Code of Ordinances and with applicable Federal Emergency Management Agency regulations.

ORDINANCE NO.: 2024-015

Annexing 10 Bluff Road (portion), 1035 Dreyfus Road, 1025 Dreyfus Road and 1017 Dreyfus Road, Richland County TMS #11301-16-01 (portion), TMS #11301-16-02, TMS #11301-16-03 and TMS #11301-16-04 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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

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

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

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

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

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

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

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this day of _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 10 Bluff Road (portion), 1035 Dreyfus Road, 1025 Dreyfus Road and 1017 Dreyfus Road, Richland County TMS #11301-16-01 (portion), TMS #11301-16-02, TMS #11301-16-03 and TMS #11301-16-04 containing 2.1 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.

3. This property shall be apportioned to City Council District #3, Census Tract 28, and assigned a future land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and zoning of Light Industrial District (LI), portions within the Floodplain and Floodway Overlay Districts (OV-FP and OV-FW).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 11301-16-01 (portion), 11301-16-02, 11301-16-03 and 11301-16-04

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

Requested by:

Assistant City Manager Gentry

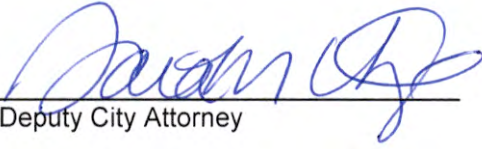
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2024-015
EXHIBIT "A"
PROPERTY DESCRIPTION

All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and delineated as Parcel "A", containing 0.63 acre, Parcel "B", containing 0.66 acre, Parcel "C", containing 0.58 acre, and 0.72 Acre Vacant Lot, on a plat prepared for Cason Development Group by Cox and Dinkins, Inc., dated September 19, 2023, and recorded December 6, 2023, in Book 2884 at page 932, said plat being incorporated by reference for a more complete description of the properties.

LESS AND EXCEPT all that portion of Parcel "A" lying within the corporate limits of the City of Columbia.

LEGAL DEPARTMENT DRAFT

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

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

Property Description: All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and delineated as Parcel "A", containing 0.63 acre, Parcel "B", containing 0.66 acre, Parcel "C", containing 0.58 acre, and 0.72 Acre Vacant Lot, on a plat prepared for Cason Development Group by Cox and Dinkins, Inc., dated September 19, 2023, and recorded December 6, 2023, in Book 2884 at page 932, said plat being incorporated by reference for a more complete description of the properties.

LESS AND EXCEPT all that portion of Parcel "A" lying within the corporate limits of the City of Columbia.

Richland County TMS: 11301-16-01 (portion), 11301-16-02, 11301-16-03, and 11301-16-04

Property Addresses: 10 Bluff Road (portion), 1035 Dreyfus Road, 1025 Dreyfus Road, and 1017 Dreyfus Road

CDG Dreyfuss, LLC

BY: FS
 (Signature)

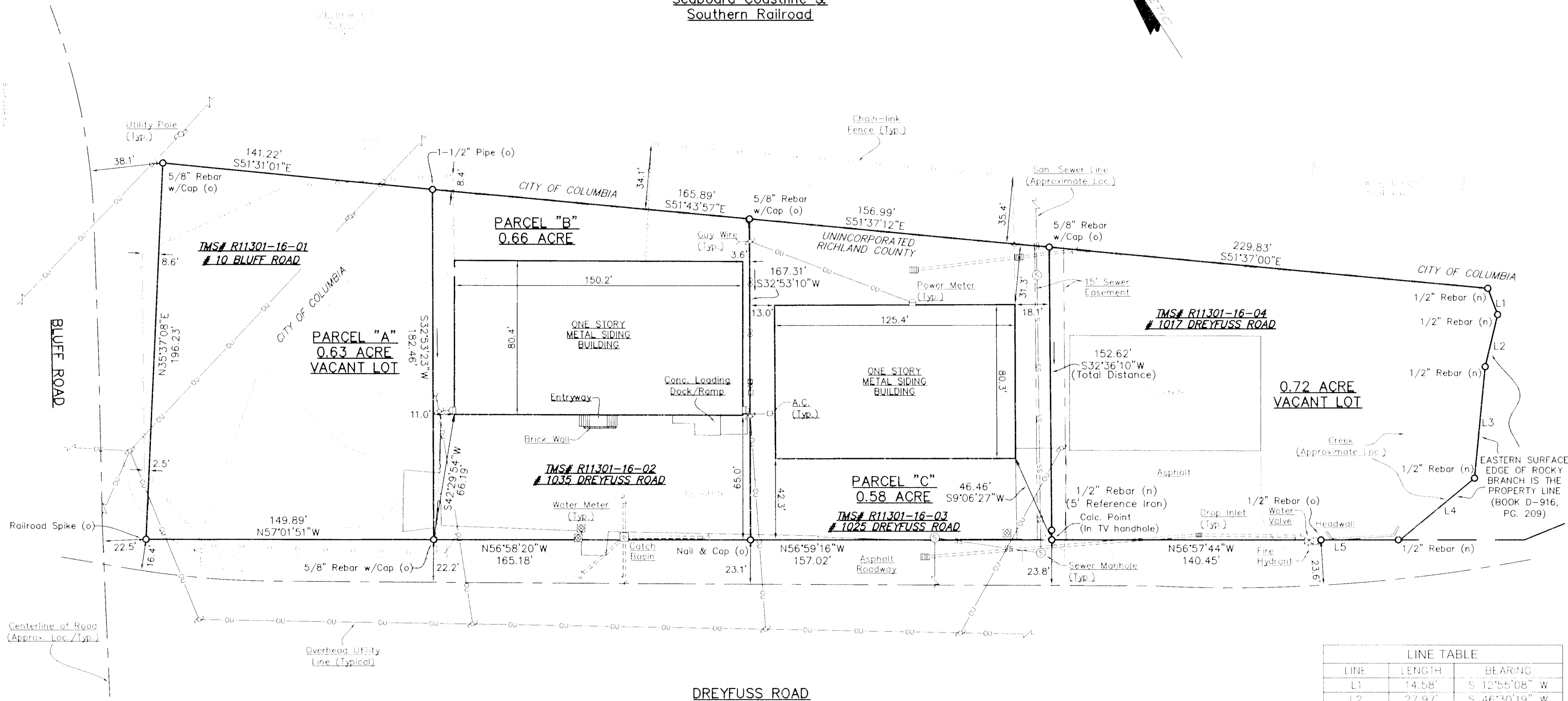
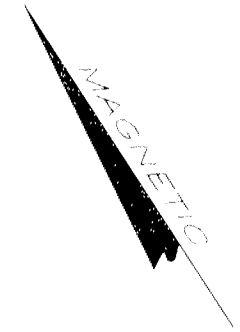
Date: January 4, 2024

Frank Cason
 (Print or Type Name)

ITS: Member
 (Print or Type Title)

THE APPROXIMATE LOCATION OF THE
POLITICAL BOUNDARY LINE SHOWN
HEREON WAS SCALED FROM THE
COUNTY G.I.S. SITE.

NOW OR FORMERLY
Seaboard Coastline &
Southern Railroad



LINE TABLE		
LINE	LENGTH	BEARING
L1	14.58'	S 12°55'08" W
L2	27.97'	S 46°30'19" W
L3	58.37'	S 38°35'08" W
L4	50.47'	S 83°22'03" W
L5	41.22'	N 56°57'44" W

COX AND DINKINS, INC. HAS ATTEMPTED TO LOCATE BURIED
SANITARY SEWER LINES, STORM DRAINAGE PIPES/ STRUCTURES AND
OTHER UNDERGROUND UTILITIES OF WHICH WE HAVE KNOWLEDGE.
SOME ADDITIONAL UNDERGROUND UTILITIES MAY EXIST ON THE
SUBJECT PARCEL OF WHICH THE LOCATION IS NOT KNOWN TO COX
AND DINKINS, INC.; IF A MORE DETAILED ANALYSIS OF THE
UNDERGROUND PIPES AND/OR UTILITIES IS NEEDED, COX AND
DINKINS, INC., STRONGLY RECOMMENDS THAT AN INDEPENDENT
THIRD PARTY UNDERGROUND UTILITY LOCATOR BE CONSULTED TO
LOCATE THESE UTILITIES.

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

THE TOTAL AREA SHOWN IS
EQUAL TO 2.59 ACRES.

EXEMPTION FROM REVIEW PROCESS
This plat is a SURVEY of an existing lot of
record with no changes to existing lot lines.

(Professional Land Surveyor)
Printed Name: GENE L. DINKINS, JR.
License #: 21278

REVISIONS			PLAT					CERTIFICATION:	REFERENCES:		
No.	DATE	DESCRIPTION	 COX AND DINKINS ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS 724 BELTLINE BLVD. COLUMBIA, SC 29205 803.254.0518 COXANDDINKINS.COM	PREPARED FOR CASON DEVELOPMENT GROUP RICHLAND COUNTY, IN & NEAR COLUMBIA, S.C.					I hereby state that to the best of my professional knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein, also there are no visible encroachments or projections other than shown. PROF. LAND SURVEYOR NO. 24278 GENE L. DINKINS, JR.	1) PLAT PREPARED FOR PROFESSIONAL EXPRESS, INC., BY SITE CONSULTANTS, INC., DATED NOVEMBER 23, 1998. 2) DEED RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN DEED BOOK 439, PAGE 569. 3) PLAT PREPARED FOR TIDEWATER HOLDINGS, LLC, BY COX AND DINKINS, INC., DATED AUGUST 16, 2000. 4) DEED RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN DEED BOOK D-916, PAGE 209. (DEED FOR ADJACENT TAX PARCEL R11301-16-05)	
				SCALE: 0' 20' 40' 80' 1" = 40'							NOTES: 1) 1/2" REBAR (N) WERE SET ALONG THE APPROXIMATE LOCATION OF THE EASTERN SURFACE EDGE OF ROCKY BRANCH AS DESCRIBED IN DEED BOOK D-916, PAGE 209.
DATE: SEPTEMBER 19, 2023			TAX MAP NUMBER: R11301-16-01, -02, -03 & -04			BOOK: J19-34	CHK: 16	SF NO.: 228-12	DWG: 3/Jul9-3/2.dwg	BY: 20	ORDER NO. 64446

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: January 17, 2024

RE: **Property Address:** 10 Bluff Road (portion), 1035 Dreyfus Road, 1025 Dreyfus Road, and 1017 Dreyfus Road
Richland County TMS#: 11301-16-01 (portion), 11301-16-02, 11301-16-03, and 11301-16-04
Owner(s): CDG Dreyfuss, LLC
Current Use: Vacant Commercial/Light Industrial
Proposed Use: Commercial/Light Industrial
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Core Neighborhood Activity Center (UCAC-1)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial District (LI), portions within within the Floodplain and Floodway Overlay Districts (OV-FP and OV-FW)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 3
Census Tract: 28

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

Planning & Development Services staff will see to it that this matter is placed on the **February 8, 2024** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
 Attachments

cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liasion
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Dollie Herron, Community Development
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Wendy Royal, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UCAC-1 (Land Use classification) by S - 0
 on 2/8/24 (mm/dd/yyyy).
 Planning Commission Zoning Recommendation: LI portions in (Zoning classification) by S - 0
OV-FP
+ OV-FW on 2/8/24 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Subject Properties



Future Land Use

1025 & 1035 Dreyfus Road; TMS# 11301-16-01, -02, -03 & -04

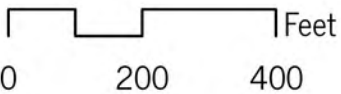
Current Richland Co. Future Land Use: Mixed Residential (High Density)

Proposed City Future Land Use: Urban Core Neighborhood Activity Center (UCAC-1)

18.d

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

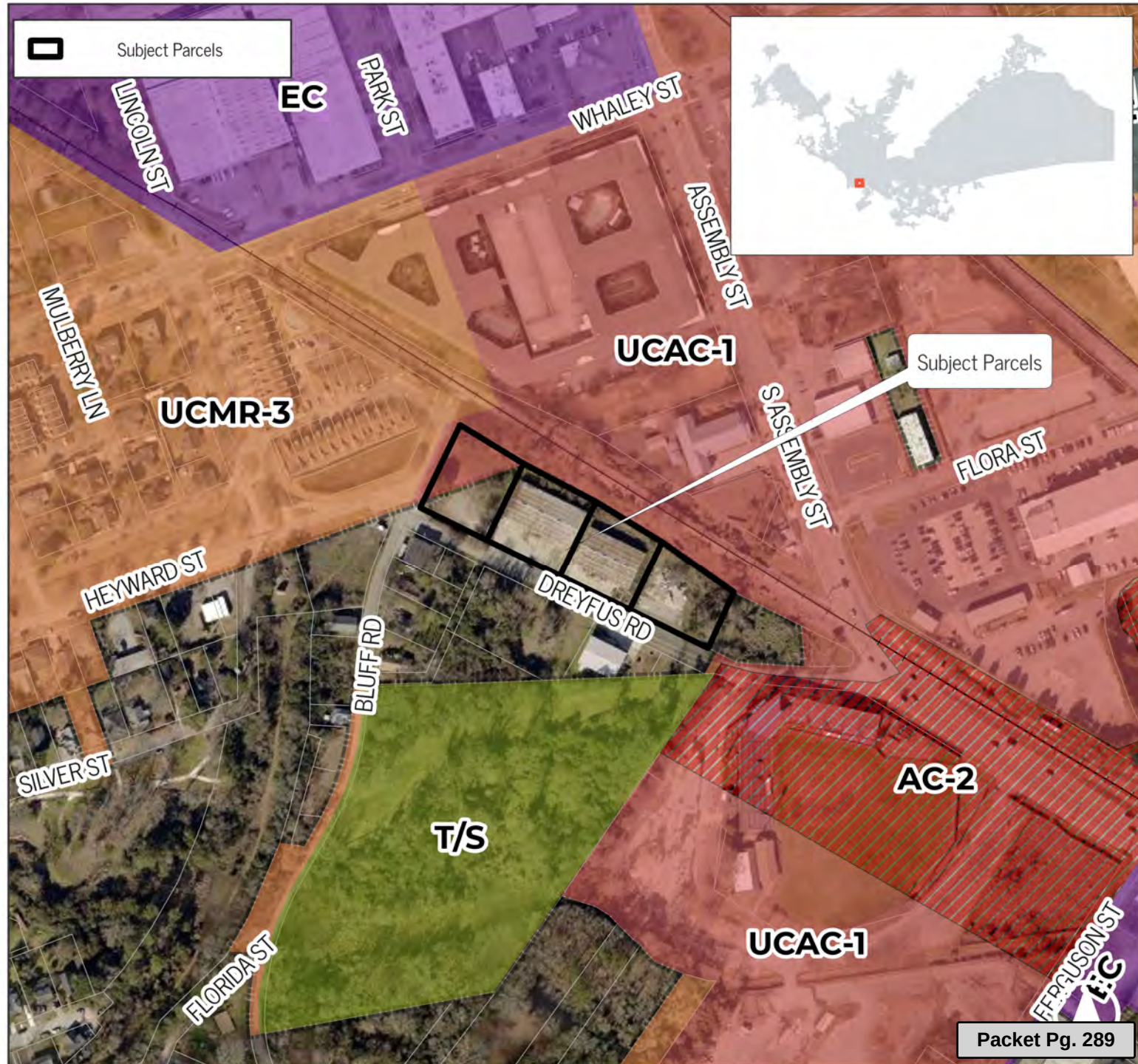


Planning & Development Services Department

Created by: sw Hudson Date: 1/12/2024



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Zoning

1025 & 1035 Dreyfus Road; TMS# 11301-16-01, -02, -03 & -04

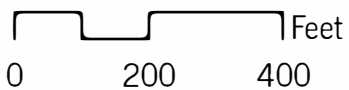
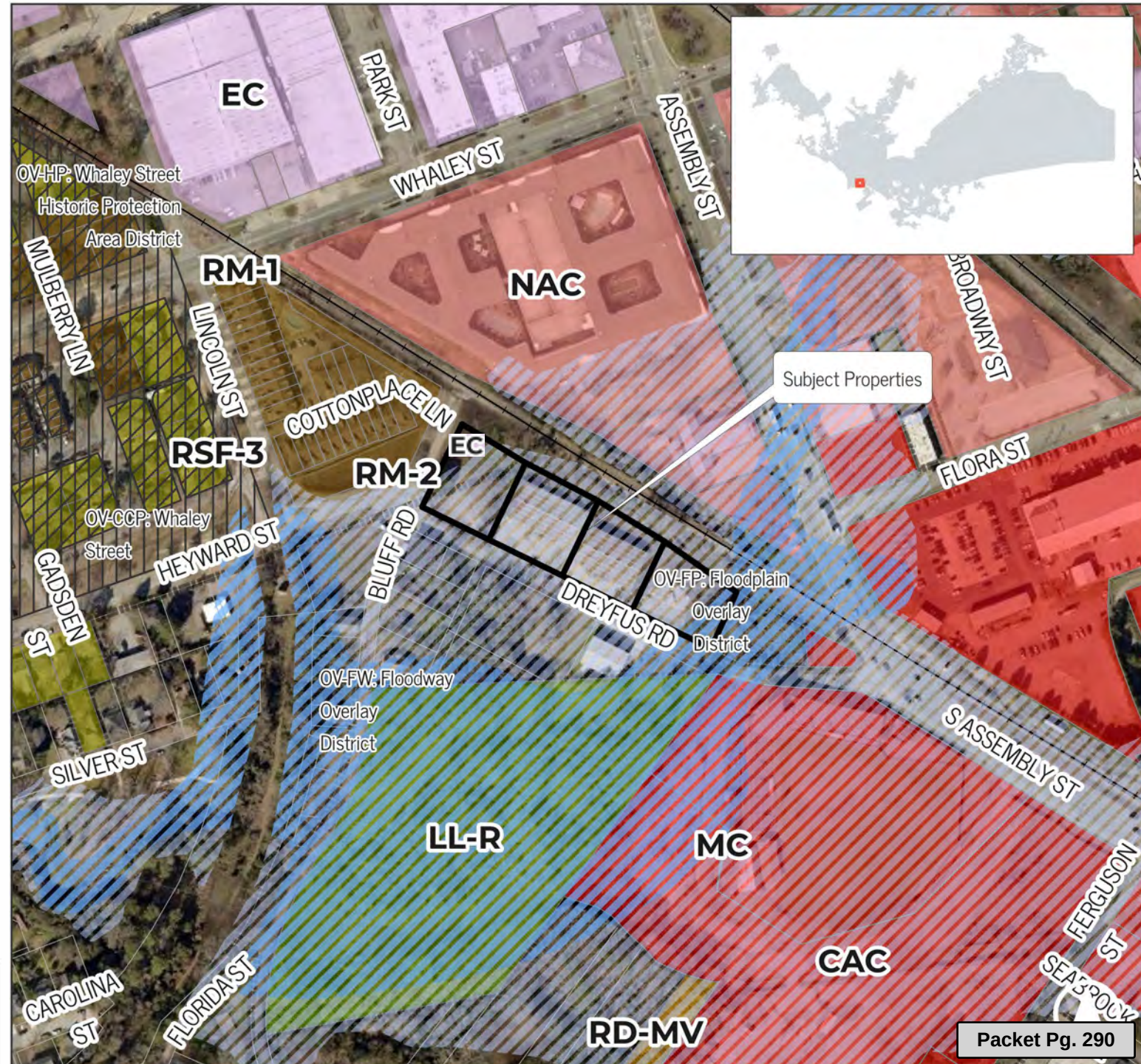
Current Richland Co. Zoning: Manufacturing (M-1)

Proposed City Zoning: Light Industrial (LI), portions within OV-FP and OV-FW

18.d

Legend

- CAC: Community Activity Center/Corridor
- NAC: Neighborhood Center/Corridor
- MC: Mixed Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- RD-MV: Residential Two-Family - Mill Village District
- EC: Employment Campus District
- LL-R: Large Lot - Reserve District
- OV-HP: Historic Preservation Overlay Districts
- OV-CCP: Community Character Protection Overlay Districts
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



Planning & Development Services Department

Created by: swhudson Date: 1/12/2024



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We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

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

Council District: 4

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

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

Staff Recommendation: Approval

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

First reading approval was given on March 19, 2024.

ATTACHMENTS:

- **#a:** ANNEX-2024-0002_SandyOaks_ZPH_Packet (PDF)
- **#b:** 2024-014 - Annex and Incorporate 1100 Sandy Oaks Road (PDF)
- **#c:** SandyOaks1100_Petition (PDF)
- **#d:** SandyOaks1100_portion_Offer_Notice (PDF)

Action Item (ID # 9121)

Meeting of April 2, 2024

HISTORY:

03/19/24

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

March 19, 2024 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

1100 Sandy Oaks Road (11.14 acre portion); TMS# 28913-02-04 (portion)

Council District:	4
Proposal:	Request to annex the property, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Development District (PD) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Rural (RU) by Richland County.
Applicant:	Freeway Mobile Home Park, LLC/HVP3 Development, LLC
Staff Recommendation:	Approval
PC Recommendation:	2/8/2024; Approval (5-0)
ZPH, 1 ST Reading:	3/19/2024; Pending
2 nd Reading:	4/2/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 11.14 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Rural (RU)
Proposed City Zoning: Planned Development District (PD)
Census Tract: 114.07

DETERMINATION FOR CITY SERVICES

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

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed business would be **approximately \$10,500 per year**, based on calls to similar nearby residential areas within the City limits.

Fire

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

Solid Waste

The Solid Waste Division provides service in other phases of this proposed subdivision, however the recent and significant growth in this part of the City means that this would be another big impact on Solid Waste's service capability. **The approximate cost to provide Solid Waste services to a single-family residence is \$225 a year.**

Engineering

Because water lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation. This property is within the Palmetto Utilities (SouthWest Water Company) sewer service area.

Water Customer Care

The property is currently vacant and any new homes would represent new customers, who will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is within a Secondary Area as designated within the Urban Service Area plan. The current plans for the property are to develop a single-family residential subdivision of approximately 42 lots; a new phase of The Mill subdivision that is already within the City limits. At build-out, the estimate real estate tax revenue generated for the City would be **approximately \$46,500 per year** based on anticipated taxable value of this development.

* Estimated City Tax Revenue is based on **2023 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Secondary Area" in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Secondary Area

Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include "higher value" properties where annexation could prove beneficial to revenues.

Annexation within *Secondary Areas* should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Residential Small Lot (UER-1). The property is currently designated as Neighborhood (Medium Density) by Richland County.

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

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

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

PROPOSED ZONING DISTRICT SUMMARY

The property is currently zoned Rural (RU) by Richland County. Adjacent parcels within the City of Columbia are currently zoned Planned Development District (PD) to the west. Adjacent parcels in unincorporated Richland County are currently zoned Rural (RU) to the north, east, and to the south across Interstate 20. Upon the implementation of Richland County's new Land Development Code and Zoning Maps on March 1, 2024, the subject property will be zoned Homestead (HM), the properties to the north and south will be zoned Homestead (HM), and the properties to the east will be zoned Residential Transition (RT).

The proposed City of Columbia zoning district is Planned Development District (PD), and the property will be added to the Woodcreek Farms General Development Plan.

Refer to attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of future land use classification of Urban Edge Residential Small Lot (UER-1) and zoning of Planned Development District (PD) at the time of annexation.



Future Land Use

1100 Sandy Oaks Road; TMS# 28913-02-04

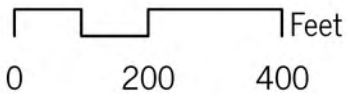
Current Richland Co. Future Land Use: Neighborhood (Medium Density)

Proposed City Future Land Use: Urban Edge Residential Small Lot (UER-1)

19.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
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- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
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- Parcels
- City Limits

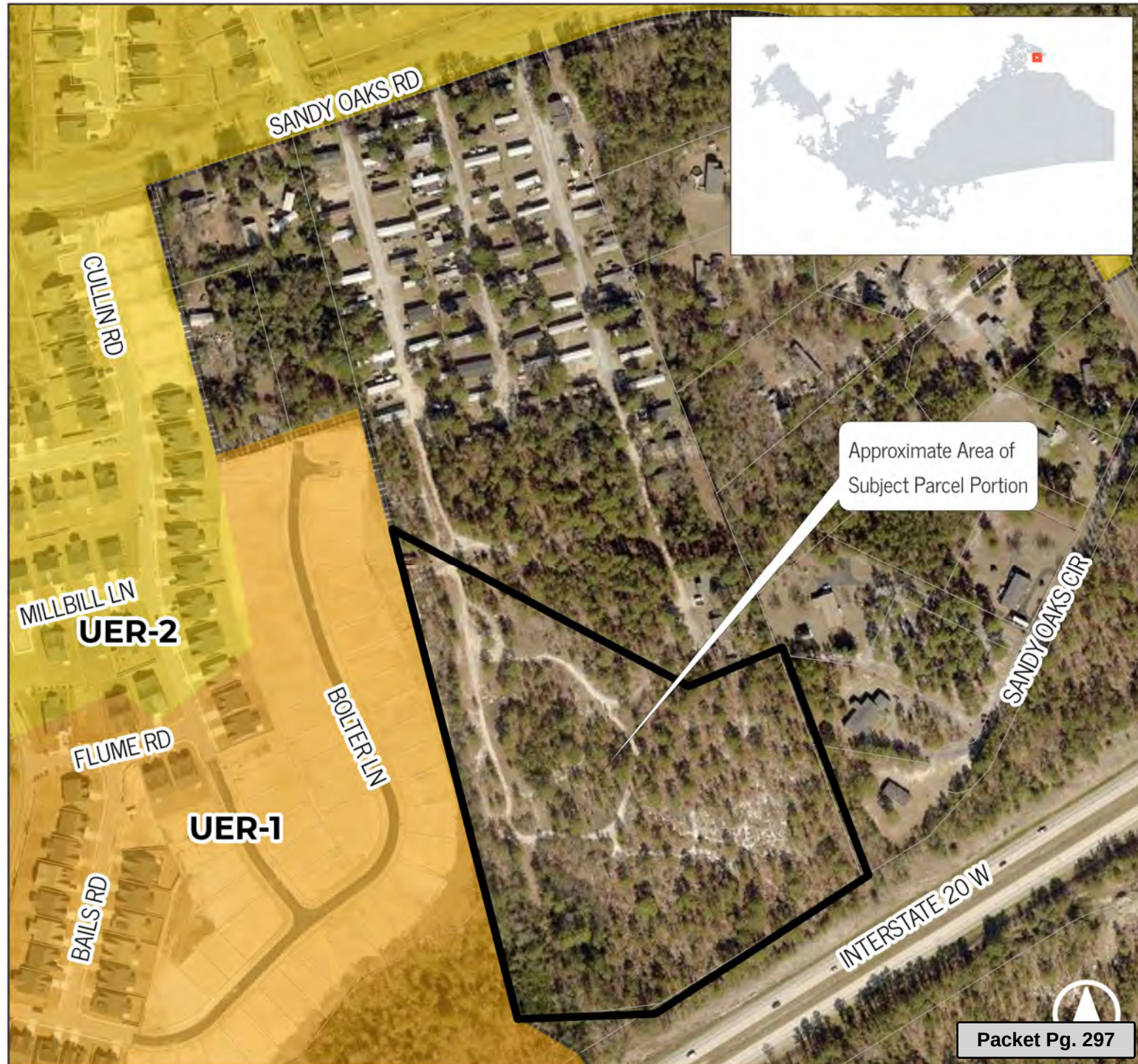


Planning & Development Services Department

Created by: sw Hudson Date: 1/16/2024



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Zoning

1100 Sandy Oaks Road; TMS# 28913-02-04

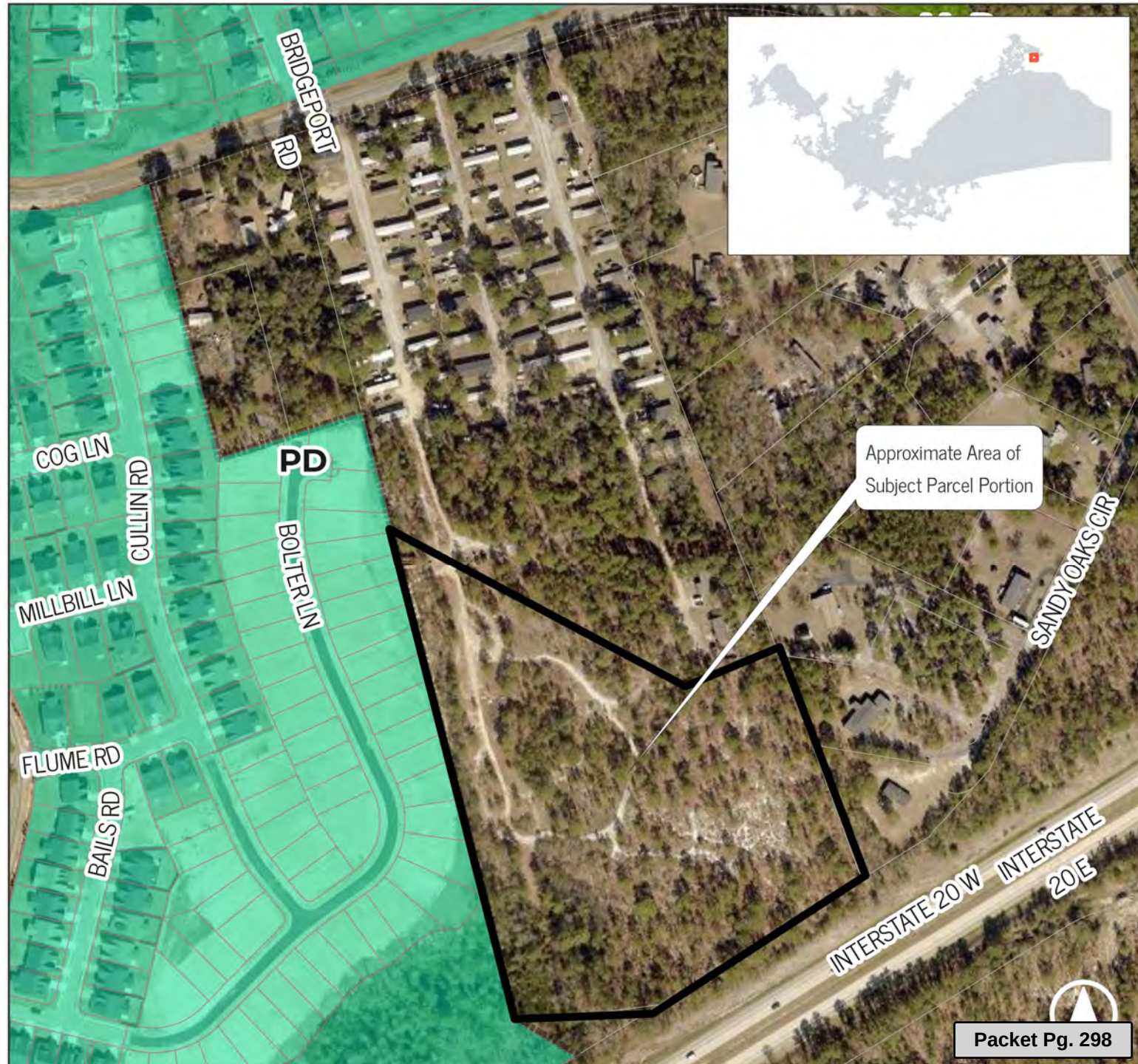
Current Richland Co. Zoning: Rural (RU)

Proposed City Zoning: Planned Development District (PD)

19.a

Legend

- PD: Planned Development
- LL-R: Large Lot - Reserve District
- Parcels
- City Limits



0 200 400 Feet

Planning & Development Services Department

Created by: swudson Date: 1/16/2024



This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

Packet Pg. 298

Current Future Land Use Classification

NEIGHBORHOOD (MEDIUM-DENSITY)

Land Use and Character

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.



Desired Development Pattern

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.



Transportation

Upgrades to arterial and collector roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. Subdivisions should be designed to provide vehicular, bicycle, and pedestrian access and connectivity throughout, either through conventional sidewalks or through greenway and trail access.

Recommended Land Uses

Primary Land Uses: Single-family detached houses, duplexes, townhomes

Secondary Land Uses: Multi-family development, neighborhood serving services, such as small scale drycleaners, professional offices, coffee shops, bakeries and restaurants, drug-stores, and convenience stores should be located within Neighborhood Activity Centers or may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. These land uses should not result in strip commercial development or fragmented “leapfrog” development patterns along corridors. Places of worship, public or private parks, and public recreation facilities are also appropriate uses. These uses should be integrated to better serve surrounding residential properties through pedestrian access, and mitigation of any noise, light, or traffic impacts on neighborhoods.

Policy Guidance

1. Neighborhood densities should be based on allowing higher densities that include single-family attached housing near major corridors and activity centers and lower densities that include only single-family detached housing near open space developments, low-density residential, and rural areas.
2. Master planning of neighborhoods is encouraged and should include neighborhood parks and open spaces as part of the development program. A mix of housing types is encouraged within individual developments. Neighborhood scale commercial centers are also an appropriate amenity to include in master planned developments.
3. Traditional neighborhood designs should be facilitated by development of a new zoning district that allows for a mix of housing types and lot sizes within a single development.
4. Developments should connect to adjacent neighborhoods and commercial/employment areas, and be supported by multiple modes of transportation.
5. The protection of mature tree canopy is encouraged for areas surrounding developments and on private residential lots, as feasible.

6. Environmentally sensitive areas, such as floodplains, wetlands, and lands along creeks and surface waters should be protected or developed using best management practices to maintain the areas green infrastructure system, and to ensure long-term water quality. Providing public recreational access to these features, as feasible, is preferred.

Relevant Plans

Broad River Road Corridor and Neighborhood Master Plan, Candlewood Master Plan, Crane Creek Master Plan, Lower Richland Community Strategic Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area

Priority Investment Areas

#2 Ballentine at Dutch Fork Road, Marina, and Broad River Road, Portion of #5 I-20 Fairfield Interchange, Portion of #9 Decker Boulevard and Two Notch Road, Portion of #8 I-77 Farrow Road Interchange

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

RS-LD, RS-MD, MH, PDD

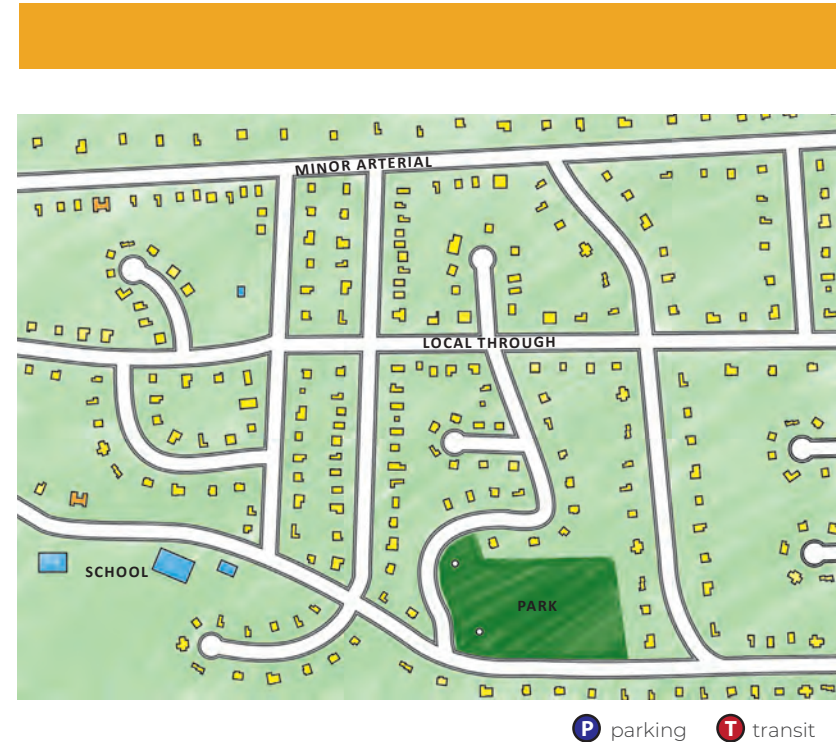


Proposed Future Land Use Classification

Development Types

URBAN EDGE RESIDENTIAL SMALL LOT (UER-1)

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.



UER-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

TERTIARY TYPES

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

See matrix for appropriate park/open space types.

Development Types

UER-1 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots ranging between 2,500 square feet and 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with less than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements.



Proposed Zoning District

Article 3: Zoning Districts**Sec. 17-3.6. Planned Development Districts****(c) PD-#: Planned Development District****(c) PD-#: Planned Development District****(1) Purpose**

The purpose of the Planned Development (PD) District is to encourage integrated and well-planned mixed-use development in locations throughout the City. A range of residential and nonresidential uses are allowed, with the intent of providing a variety of housing options and mutually-supportive nonresidential uses that serve the residents and the surrounding neighborhood.

Substantial flexibility is provided, with an expectation that development quality will surpass what is otherwise achievable through the base zoning district. District standards shall support the efficient use of land and resources, protect natural features and the environment, promote greater efficiency in providing public facilities and infrastructure, and mitigate potential adverse impacts on surrounding development.

**(2) Intensity and Dimensional Standards**

Standard	Requirement
Lot Area, min. (sf.)	To be established in PD Plan and PD Agreement document as set forth in Sec. 17-2.5(d), Planned Development.
Lot Width, min. (ft.)	
Lot Coverage, max. (% of site area)	
Density, max. (du/acre)	
Intensity, max. (sf)	
Front Yard Setback, min. (ft.)	
Side Yard Setback, min. (ft.)	
Rear Yard Setback, min. (ft.)	
Building Height, max. (ft.)	
Other intensity and dimensional standards	
Notes: ft. = feet sf. = square feet du. = dwelling unit	

(3) Use Standards

The specific uses that may be developed in the specific PD zoning district, together with any standards that apply to specific uses, shall be identified in the PD Plan.

a. Principal Uses

The following uses are not allowed in a PD zoning district:

1. Mobile home park;
2. Dormitory, private;
3. Correctional facility;
4. Zoo;
5. College or university;
6. Hospital;
7. Airport;
8. Railroad facility;
9. Solar energy conversion system (large scale);
10. Animal shelter;
11. Laboratory, testing or research;
12. Self-service storage facility;
13. Sign fabrication establishment;
14. Crematory;
15. Sexually-oriented business;
16. Building supplies store;
17. Commercial vehicle sales and rentals;
18. Personal vehicle sales and rentals;
19. Vehicle towing and wrecker service;
20. Uses in the Agriculture and Forestry use categories;
21. Uses in the Industrial use classification; and
22. Any use that the Zoning Administrator determines to be part of , or substantially similar to, a use type, use category, or use classification listed in this subsection using the standards in Sec. 17-9.3(b), Interpretation of Unlisted Uses.

b. Accessory Uses and Structures

Accessory uses and structures within a PD district shall be subject to the standards in Sec. 17-4.3(c), General Standards for All Accessory Uses and Structures.

Article 3: Zoning Districts**Sec. 17-3.6. Planned Development Districts****(c) PD-#: Planned Development District**

(4) District-Specific Development Standards

Development in a PD district shall comply with the following standards.

a. Use mixing

A PD district shall provide a mix of residential and nonresidential uses.

b. Building Types

A PD district shall provide a mix of building types, when feasible.

c. Pedestrian and Nonmotorized Connections

Facilities for pedestrian and other nonmotorized transportation shall be provided to establish connections within the site, and to adjacent public streets. The facilities may include, but are not limited to:

1. Sidewalks and trails;
2. Wayfinding markers and signage;
3. Crosswalks, raised intersections, traffic signals, or other safety features;
4. Curb cuts for bicycles, wheelchairs, and other forms of nonmotorized transportation;
5. Paths that connect to buildings, parking areas, open space areas, and public streets; and
6. Bicycle facilities, including on-street and off-street facilities and bicycle parking.

d. General Development Standards

1. Development in a PD district shall comply with the standards in Article 5: Development Standards, unless they are modified as allowed by Table 17-3.6(c)(4): Development Standards Subject to Modification.

TABLE 17-3.6(C)(4): DEVELOPMENT STANDARDS SUBJECT TO MODIFICATION		
STANDARD		MEANS TO MODIFY
Sec. 17-5.1	Access, Mobility, and Circulation	PD Plan
Sec. 17-5.2,	Off-Street Parking, Bicycle Parking	PD Plan
Sec. 17-5.3,	Landscaping	PD Plan
Sec. 17-5.4,	Tree Protection	PD Plan
Sec. 17-5.5,	Open Space	Modifications prohibited
Sec. 17-5.6,	Neighborhood Compatibility	Modifications prohibited
Sec. 17-5.7,	Form and Design Standards	PD Plan
Sec. 17-5.8,	Fences and Walls	PD Plan
0,	Exterior Lighting	PD Plan
0	Signs	PD Plan
Sec. 17-6.2,	Minimum Design Standards	PD Plan
0,	Improvements and Sureties	PD Plan
Article 9:	Definitions and Rules of Measurement	PD Plan

2. Modifications to development standards, as allowed in Table 17-3.6(c)(4): Development Standards Subject to Modification, shall be:

- (i) Consistent with the purpose the PD district; and
- (ii) Documented in the PD Plan and PD Agreement documents, with a clear basis for why the change is needed, how it supports the purpose of this district, and how it supports high-quality development.

e. Site Access

Any streets, alleys, and driveways proposed shall be adequate to serve the residents, occupants, visitors, and other anticipated traffic of the PD district, but may be designed to discourage through traffic from traversing the development.

f. Pedestrian Circulation

The pedestrian circulation system and its related walkways shall be separated as completely as possible from the vehicular street system in order to provide separation of pedestrian and vehicular movement.

Article 3: Zoning Districts**Sec. 17-3.6. Planned Development Districts****(c) PD-#: Planned Development District**

g. Utilities

The planned development shall provide for underground installation of utilities (including electricity and telephone) both public ways and private extensions. Provisions shall be made for acceptable design and construction of storm water facilities including grading, gutter, piping, and treatment of turf and maintenance of facilities.

h. Privacy

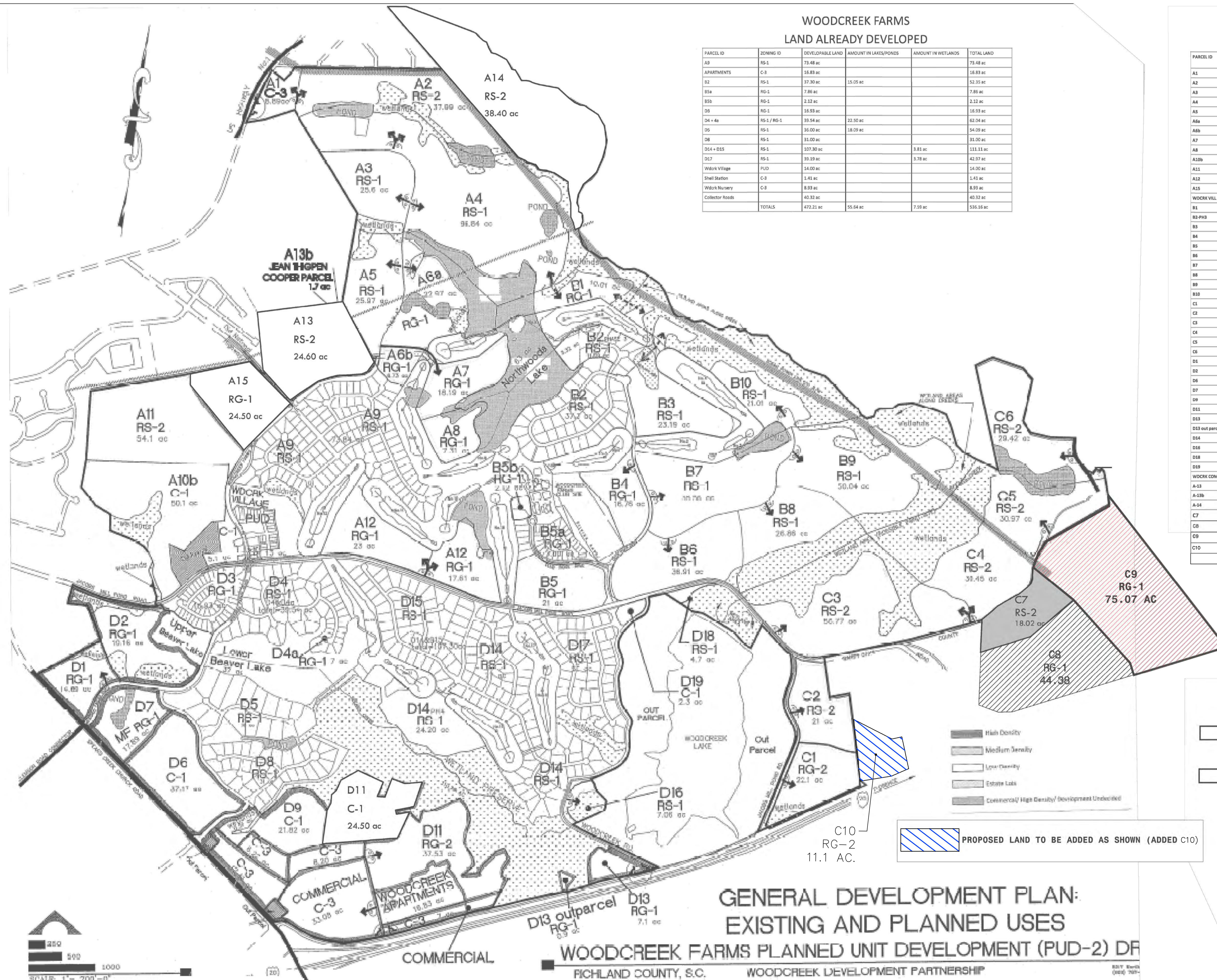
A planned development containing residential uses shall provide reasonable visual and acoustical privacy for dwelling units, including fences, insulation, walks, barriers, protection and aesthetic enhancement of property and the privacy of its occupants. High-rise buildings shall be located within the development in such a way as to minimize any adverse impact on adjoining low-rise buildings.

WOODCREEK FARMS
LAND ALREADY DEVELOPED

PARCEL ID	ZONING ID	DEVELOPABLE LAND	AMOUNT IN LAKES/PONDS	AMOUNT IN WETLANDS	TOTAL LAND
A9	RS-1	73.48 ac			73.48 ac
APARTMENTS	C-3	16.83 ac			16.83 ac
B2	RS-1	37.30 ac	15.05 ac		52.35 ac
B5a	RG-1	7.86 ac			7.86 ac
B5b	RG-1	2.12 ac			2.12 ac
D8	RG-1	16.93 ac			16.93 ac
D4 + 4a	RS-1 / RG-1	30.54 ac	22.30 ac		62.04 ac
D5	RS-1	36.00 ac	18.09 ac		54.09 ac
D6	RS-1	31.00 ac			31.00 ac
D14 + D15	RS-1	107.30 ac		3.81 ac	111.11 ac
D17	RS-1	39.19 ac		3.78 ac	42.97 ac
Widow Village	PUD	14.00 ac			14.00 ac
Shell Station	C-3	1.41 ac			1.41 ac
Widow Nursery	C-3	8.93 ac			8.93 ac
Collector Roads		40.32 ac			40.32 ac
TOTALS		472.21 ac	55.64 ac	7.59 ac	535.16 ac

WOODCREEK FARMS
LAND AVAILABLE FOR DEVELOPMENT

PARCEL ID	ZONING ID	DEVELOPABLE LAND	AMOUNT IN LAKES/PONDS	AMOUNT IN WETLANDS	TOTAL LAND
A1	C-3	9.00 ac			9.00 ac
A2	RS-2	37.99 ac	2.68 ac	5.05 ac	45.72 ac
A3	RS-1	25.60 ac		2.64 ac	28.24 ac
A4	RS-1	96.84 ac	18.81 ac	16.25 ac	131.90 ac
A5	RS-1	25.97 ac		2.65 ac	28.62 ac
A6a	RG-1	22.97 ac	14.31 ac	2.86 ac	40.14 ac
A6b	RG-1	6.73 ac			6.73 ac
A7	RG-1	18.19 ac	14.28 ac		32.47 ac
A8	RG-1	7.31 ac		1.69 ac	14.68 ac
A10b	C-1	50.1 ac		7.11 ac	57.21 ac
A11	RS-2	54.08 ac			54.08 ac
A12	RG-1	40.61 ac	0.73 ac		41.34 ac
A15	RG-1	24.50 ac			24.50 ac
WOODCREEK VILL	PUD	13.00 ac		3.00 ac	16.00 ac
B1	RG-1	10.91 ac	3.69 ac	7.78 ac	32.38 ac
B2-PH3	RS-1	9.22 ac		5.19 ac	14.41 ac
B3	RS-1	23.19 ac		2.67 ac	25.86 ac
B4	RG-1	16.76 ac			16.76 ac
B5	RG-1	21.00 ac			21.00 ac
B6	RS-1	36.91 ac		0.92 ac	37.83 ac
B7	RS-1	35.56 ac	2.44 ac		38.00 ac
B8	RS-1	26.89 ac		15.93 ac	42.82 ac
B9	RS-1	50.04 ac			50.04 ac
B10	RS-1	21.01 ac	2.09 ac		23.10 ac
C1	RG-2	22.10 ac		1.83 ac	23.93 ac
C2	RS-2	21.00 ac			21.00 ac
C3	RS-2	56.77 ac		26.11 ac	82.88 ac
C4	RS-2	30.45 ac		24.17 ac	54.62 ac
C5	RS-2	30.97 ac	2.90 ac	7.64 ac	41.51 ac
C6	RS-2	29.42 ac	6.55 ac		35.97 ac
D1	RG-1	14.69 ac		1.78 ac	16.47 ac
D2	RG-1	19.16 ac	9.45 ac	11.09 ac	39.70 ac
D6	C-1	37.17 ac			37.17 ac
D7	MF RG-1	17.89 ac	2.04 ac		19.93 ac
D9	C-1	21.89 ac		0.59 ac	22.48 ac
D11	C-1	62.03 ac			62.03 ac
D13	RG-1	7.10 ac			7.10 ac
D13 out parcel	RG-1	0.90 ac			0.90 ac
D14	RS-1	24.20 ac			24.20 ac
D16	RS-1	2.71 ac		4.35 ac	7.06 ac
D18	RS-1	1.69 ac		11.59 ac	13.28 ac
D19	C-1	2.30 ac			2.30 ac
WOODCREEK COMM.	C-3	67.11 ac			67.11 ac
A-13	RS-2	24.60 ac			24.60 ac
A-13b	RS-1	1.70 ac			1.70 ac
A-14	RS-2	53.00 ac		14.40 ac	67.40 ac
C7	RS-2	18.02 ac			18.02 ac
C8	RG-1	44.38 ac			44.38 ac
C9	RG-1	75.07 ac			75.07 ac
C10	RG-2	11.1 ac			11.1 ac
TOTALS		1,381.66 ac	85.65 ac	253.23 ac	1,720.54 ac



WOODCREEK FARMS
GOLF COURSE + CLUB HOUSE

214.29 AC

WETLAND PRESERVE

110.25 AC

SITE TOTAL (INCLUDING WETLANDS, PONDS, LAKES):

DEVELOPED AREAS= 588.23 ACRES

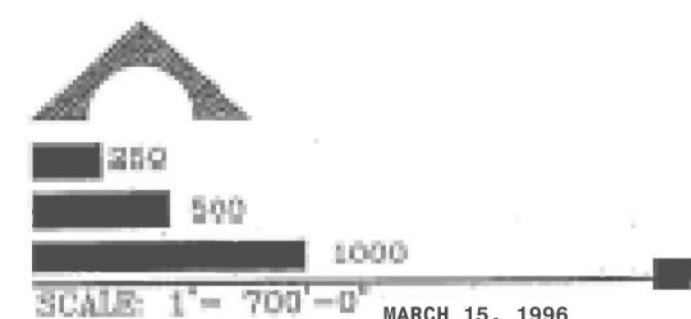
UNDEVELOPED AREAS= 1634.37 ACRES

GOLF COURSE AREA= 214.29 ACRES

WETLAND PRESERVE= 110.25 ACRES

TOTAL= 2,547.28 ACRES

ALL ACREAGES AND AREAS APPROXIMATE ONLY.
BOUNDARIES HAVE NOT BEEN CONFIRMED BY SURVEY



MARCH 15, 1996
REVISED 5/12/04
WCC
REVISED 05/20/20 POWER ENGINEERING COMPANY, INC., ADDED C7
REVISED 09/29/21 JACOB RICE ENGINEERING - ADDED C8
REVISED 01/05/24 HUSSEY GAY BELL - ADDED C9
REVISED 01/26/24 HERITAGE ENGINEERING - ADDED C10

ORDINANCE NO.: 2024-014

Annexing 1100 Sandy Oaks Road (11.14 acre portion), Richland County TMS #28913-02-04 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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

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

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

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

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

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

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

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this day of _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1100 Sandy Oaks Road (11.14 acre portion), Richland County TMS #28913-02-04 (portion) containing 11.14 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #4, Census Tract 114.07, and assigned a future land use classification of Urban Edge Residential Small Lot (UER-1) and zoning of Planned Development District (PD).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 28913-02-04 (portion)

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2024-014
EXHIBIT "A"
PROPERTY DESCRIPTION

All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown as 11.14 Ac., 485246 S.F., on a plat prepared for Prime Development, LLC by Belter & Associates, Inc., dated November 28, 2023. Said plat being incorporated by reference for a more complete description of the property.

LEGAL DEPARTMENT DRAFT

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

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

Property Description: All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown as 11.14 Ac., 485246 S.F., on a plat prepared for Prime Development, LLC by Belter & Associates, Inc., dated November 28, 2023. Said plat being incorporated by reference for a more complete description of the property.

Richland County TMS: 28913-02-04 (Portion)

Property Addresses: 1100 Sandy Oaks Road (11.14 Acre Portion)

Seller:

Freeway Mobile Home Park, LLC

BY: _____
 (Signature)

Date: _____

 (Print or Type Name)

ITS: _____
 (Print or Type Title)

Buyer:

HVP3 Development, LLC

BY: _____
 (Signature)

Date: _____

 (Print or Type Name)

ITS: _____
 (Print or Type Title)

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: January 17, 2024
 RE: **Property Address:** 1100 Sandy Oaks Road (11.14 acre portion)
Richland County TMS#: 28913-02-04 (portion)
Owner(s): Freeway Mobile Home Park, LLC/HVP3 Development, LLC
Current Use: Undeveloped
Proposed Use: Residential
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Rural (RU)
Proposed City Zoning: Planned Development District (PD)
Reason for Annexation: Municipal Services; Secondary Area
City Council District: 4
Census Tract: 114.07

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

Planning & Development Services staff will see to it that this matter is placed on the **February 8, 2024** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

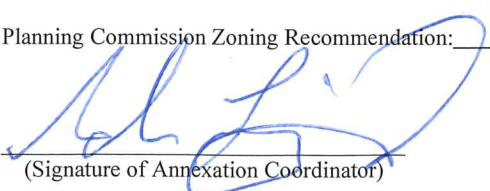
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Dollie Herron, Community Development
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Wendy Royal, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UER-1 (Land Use classification) by 5-0
 on 2/8/24 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: PD (Zoning classification) by 5-0
 on 2/8/24 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use

1100 Sandy Oaks Road; TMS# 28913-02-04

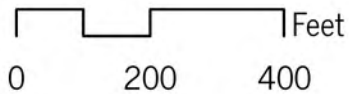
Current Richland Co. Future Land Use: Neighborhood (Medium Density)

Proposed City Future Land Use: Urban Edge Residential Small Lot (UER-1)

19.d

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

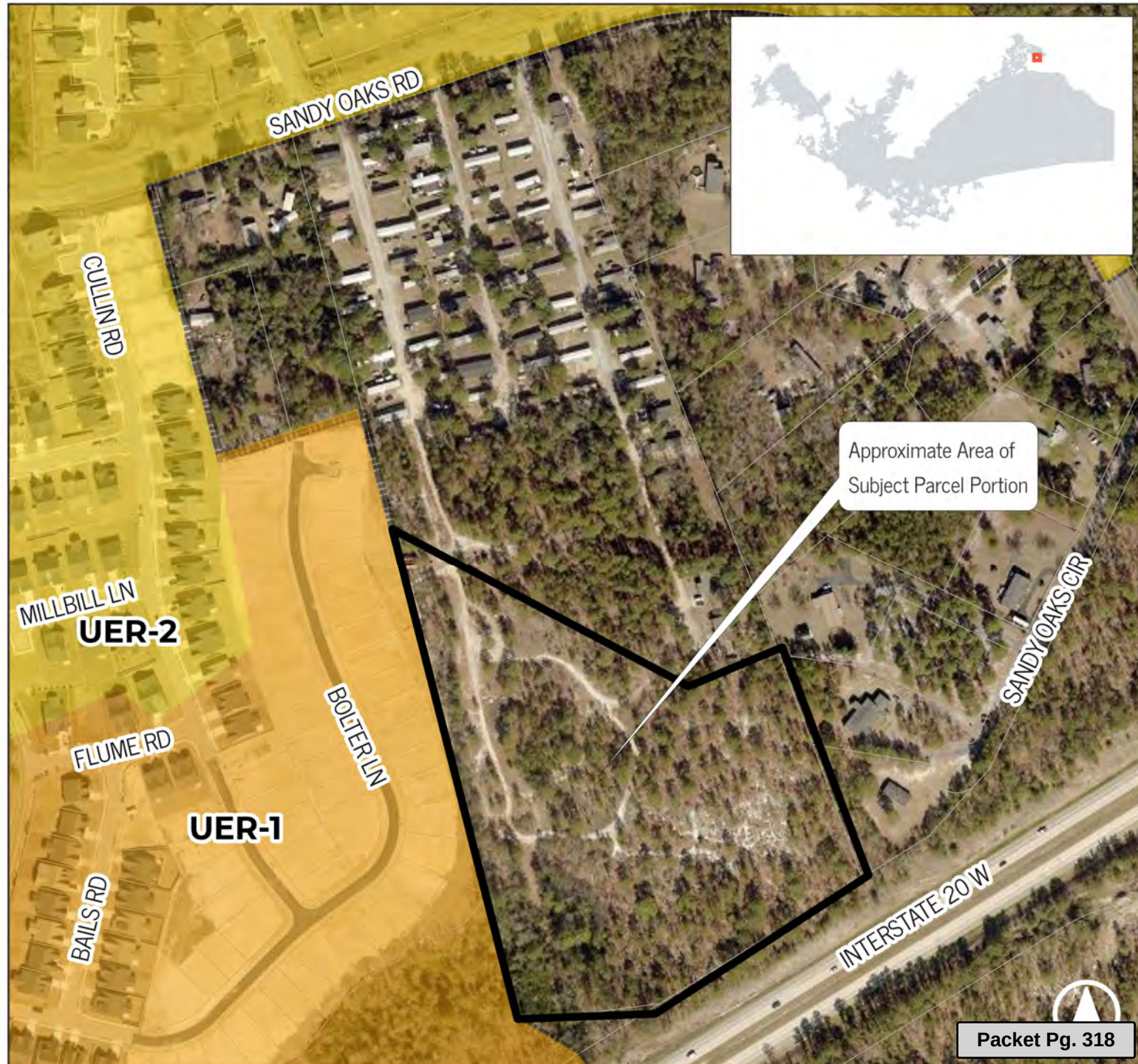


Planning & Development Services Department

Created by: sw Hudson Date: 1/16/2024



This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia



Packet Pg. 318

Zoning

1100 Sandy Oaks Road; TMS# 28913-02-04

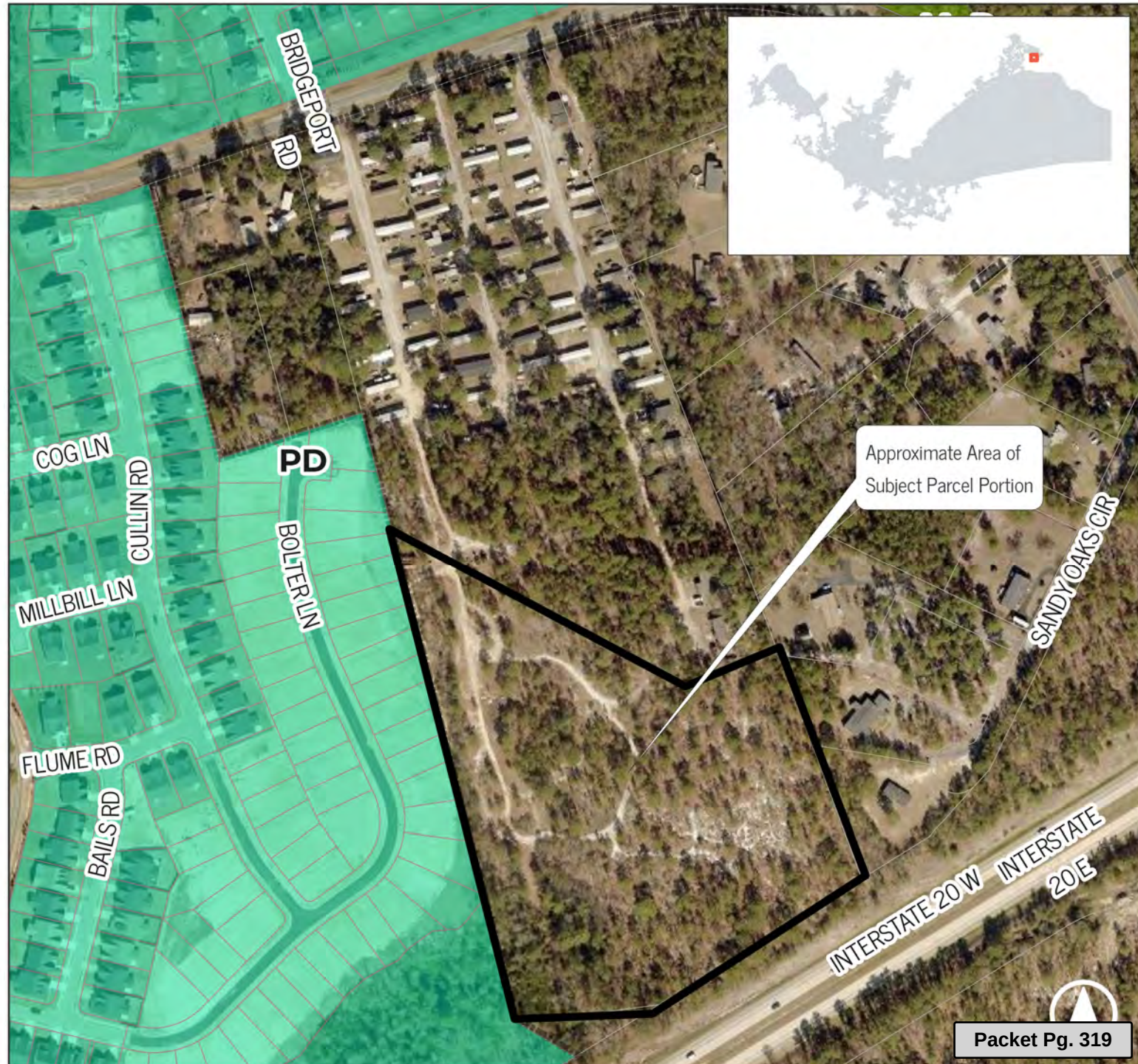
Current Richland Co. Zoning: Rural (RU)

Proposed City Zoning: Planned Development District (PD)

19.d

Legend

- PD: Planned Development
- LL-R: Large Lot - Reserve District
- Parcels
- City Limits



0 200 400 Feet

Planning & Development Services Department

Created by: swudson Date: 1/16/2024



This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

Packet Pg. 319



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2024-025 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Sec. 2-61, Remote Meetings

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2024-025 - Amending Chapter 2, Sec. 2-61 (PDF)

ORDINANCE NO.: 2024-025

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Sec. 2-61, Remote Meeting

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2024, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Sec. 2-61, Remote Meeting is amended to read as follows:

Sec. 2-61. Remote meeting.

- (a) Any council member may participate and vote in ~~a an open~~ city council meeting remotely, but will not be considered present for the purposes of a quorum. City council minutes shall reflect that the council member participated in the meeting electronically. The council member acting as the presiding officer must be physically present at the meeting.
- (b) Acceptable means of remote participation include telephone, internet, or satellite enabled audio or video conferencing, or any other technology that enables the remote participant and all persons present at the meeting location to be clearly audible to one another. Text messaging, instant messaging, email and web chat without audio are not acceptable methods of remote participation. Accommodations shall be made for any council member who requires TTY service, video relay service, or other form of adaptive telecommunications.
- (c) If technical difficulties arise as a result of utilizing remote participation, city council shall, whenever possible, suspend discussion while reasonable efforts are made to correct any problem that interferes with a remote participant's ability to hear or be heard clearly by all persons present at the meeting location. If a remote participant is disconnected from the meeting, the minutes must note that fact and the time at which the disconnection occurred and reflect that the member left the meeting.
- (d) Other than establishing the remote connection to the meeting, there shall be no communications between the members of council attending the meeting remotely and other members of council, unless such communication is part of the meeting, and can be heard by the members of the public in attendance. (Ord. No. 2016-042, 6-21-16)

LEGAL DEPARTMENT DRAFT

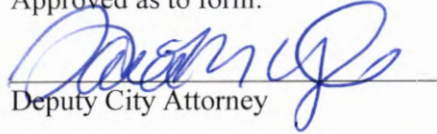
Requested by:

Mayor Rickenmann

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

MAYOR

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2024-020 - Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 2222 Main Street, Columbia, South Carolina, Richland County TMS # R09016-02-06

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2024-020 - certify 2222 Main Street abandoned building site (PDF)
- **#b:** 2222 Main Map (PDF)
- **#c:** 2222 plat with 11 AB units and square footages (PDF)

RESOLUTION NO.: R-2024-020

Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 2222 Main Street, Columbia, South Carolina, Richland County TMS # R09016-02-06

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act of 2013 (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and,

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and,

WHEREAS, Section 12-67-120 of the Act provides the following definitions (in pertinent part):

(1) "Abandoned Building" means a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent of the space in which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five years immediately preceding the date on which the taxpayer files a "Notice of Intent to Rehabilitate". For purposes of this item, a building or structure that otherwise qualified as an "abandoned building" may be subdivided into separate units or parcels, which units or parcels may be owned by the same taxpayer or different taxpayers, and each unit or parcel is deemed to be an abandoned building site for purposes of determining whether each subdivided parcel is considered to be abandoned.

(2) "Building Site" means the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building's income producing use; and,

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible for a credit against certain income taxes; and,

WHEREAS, 2222 Main LLC ("Taxpayer") or its assigns, (the "Owner" or "Owners" or the "Taxpayer" or the "Taxpayers") owns real property located at 2222 Main Street, as identified on the Richland County Tax Maps as TMS# R09016-02-06; and,

WHEREAS, The Property consists of eleven (11) existing buildings of various sizes which collectively have a total of 56,218 square feet of finished space and some of which consists of multiple individual units or separate suites within a single building; and,

WHEREAS, the Taxpayer plans to demolish the existing buildings on the site and develop the site for a 250 unit multi-family and mixed-use development (the "Building Site"); and,

LEGAL DEPARTMENT DRAFT

WHEREAS, the Taxpayer will be filing eleven (11) Notices of Intent to Rehabilitate with the South Carolina Department of Revenue to rehabilitate the Abandoned Buildings located on the identified parcel; and,

WHEREAS, the Property is located within the city limits of Columbia, South Carolina; and,

WHEREAS, the Taxpayer has requested that the City certify that the entire site is an abandoned building site as defined by Section 12-67-120; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2024, that the City of Columbia makes the following certifications under the South Carolina Abandoned Buildings Revitalization Act of 2013 (S.C. Code Section 12-67-100, et seq.):

Section 1. The Properties are Abandoned Building Sites as defined in Section 12-67-120(1); and

Section 2. The geographic area of the Building Sites is consistent with Section 12-67-120(2) of the Act.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

2222 Main Street





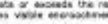
CERTIFICATION:

To American Charter Development, North American Title Insurance Company & American Land Title Association:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes no items of Table A thereof. The workload was completed on August 24, 2018.

Date of Plot or Map: August 24, 2018

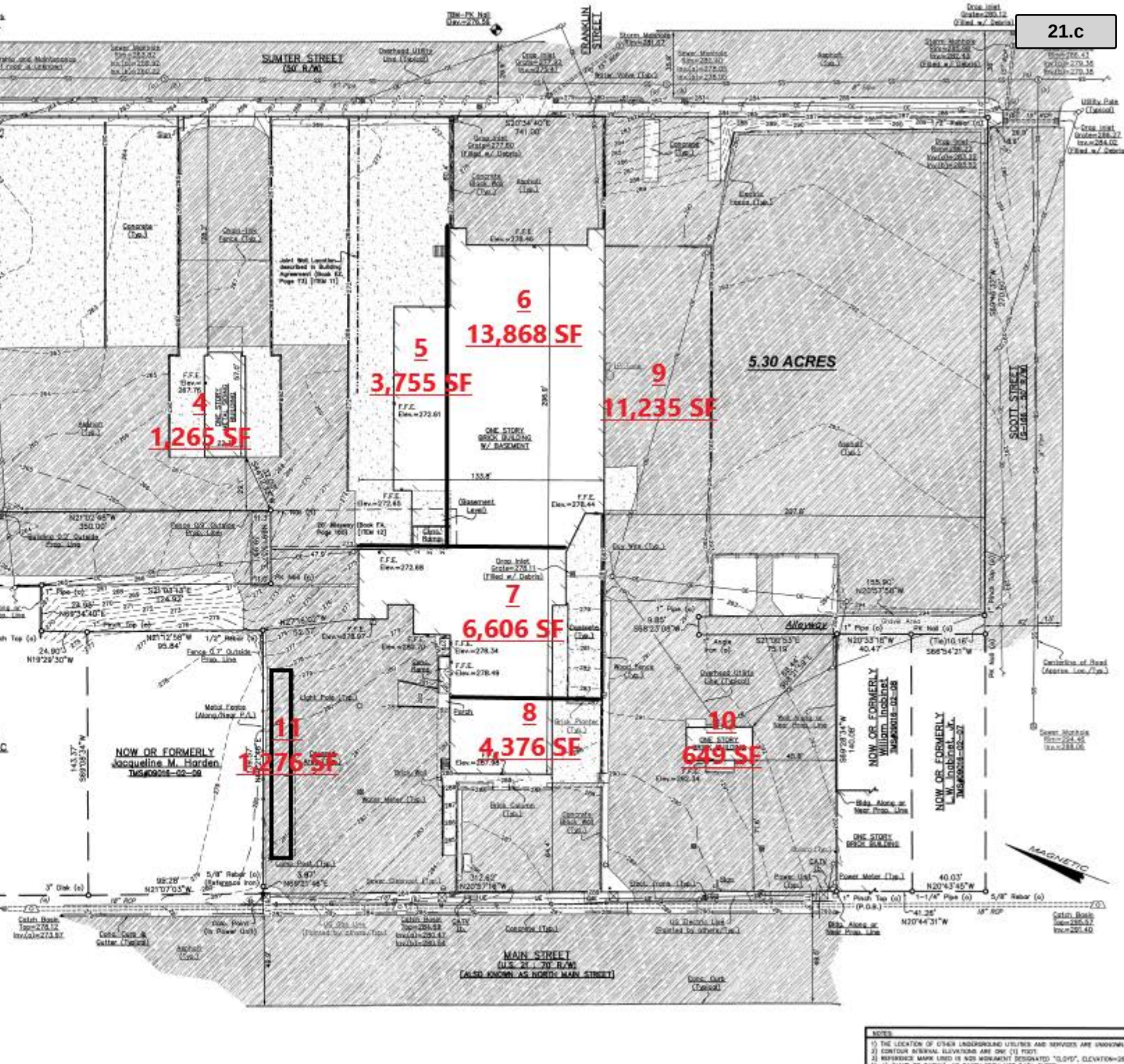
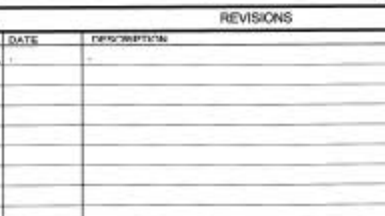
I hereby state that to the best of my professional knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Certified Surveyor as required therein;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



AUGUST 24, 2018

PROF. LAND SURVEYOR NO. 13517





ALTA/NSPS LAND TITLE SURVEY & TOPOGRAPHIC MAP

PREPARED FOR

AMERICAN CHARTER DEVELOPMENT

THE ADDRESS OF THE SUBJECT
PROPERTY IS 2222 MAIN STREET
VESTING DEED D0963, PAGE 537

RICHLAND COUNTY, COLUMBIA, S.C.

LOT	TAX MAP NUMBER	BOOK	CH	SP
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PRG#:	REFERENCES: 1) PLAT PREPARED FOR W.B. TUCKER, BY TOMLINSON ENGINE CO., DATED MARCH 16, 1948, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY PLAT BOOK "70", PAGE 83. 2) PLAT PREPARED FOR CHARLES E. YOGELL & HELEN J. YOGELL, BY H.P. HANMER & ASSOCIATES, DATED SEPTEMBER 18, 1963, AND RECORDED IN PLAT BOOK 22, PAGE 12. 3) PLAT PREPARED FOR C.E. YOGELL & MYRTLE MYRTON, BY HANMER, KEELS & ASSOCIATES, DATED FEBRUARY 12, 1965, AND RECORDED IN PLAT BOOK "37", PAGES 41 AND 104. 4) PLAT OF PROPERTY OF RECORDED DEVELOPMENT, BY TOMLINSON ENGINE CO., DATED JULY 5, 1968, AND RECORDED IN PLAT BOOK "70", PAGE 1. 5) PLAT PREPARED FOR JACQUELINE M. HAYDEN, BY LUISA C. CORN, JR., LAND SURVEYOR, INC., DATED AUGUST 28, 2015, AND RECORDED IN RECORDS BOOK 3058, PAGE 10. 6) PLAT PREPARED FOR CAPITAL ASSOCIATES, L.L.C. BY STEADMAN & ASSOCIATES, INC., DATED SEPTEMBER 22, 1968, AND RECORDED IN RECORDS BOOK 386, PAGE 102. 7) PLAT PREPARED FOR HAN STATE ASSOCIATES, BY GUY AND SHIRING, INC., DATED JULY 14, 1982. 8) PLAT PREPARED FOR TERRY L. AND PEARLANN WENDE, BY GUY AND SHIRING, INC., DATED DECEMBER 15, 1989. 9) CITY OF COLUMBIA, ENGINEERING DIVISION, NORTH MAIN ST., PLAIN SHEET, FED. RD. NO. 3, RICHLAND COUNTY, U.S. 2, SHEET NO. 1, PLAN AND PROFILE OF PROPOSED STATE HIGHWAY, DOKKET 40,363, ROADS 185 AND 19. 10) PLAT PREPARED FOR ARNOLD S. ROBERTS CO., INC., BY FRANKLIN G. COOPER, JR., DATED DECEMBER 29, 1979.
BY:	Packet Pg. 327



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2024-022 - Amending Resolution No.: R-2023-101 Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such agreements to add Bureau of Alcohol, Tobacco, Firearms and Explosives to the list of agencies

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2024-022 - Amending R-2023-101 (mutual aid agreement) (PDF)

RESOLUTION NO.: R-2024-022

Amending Resolution No.: R-2023-101 Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such agreements to add Bureau of Alcohol, Tobacco, Firearms and Explosives to the list of agencies

WHEREAS, on December 19, 2023, the Mayor and City Council approved Resolution No.: R-2023-101 approving and ratifying mutual aid agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and authorizing the City of Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such agreements; and,

WHEREAS, Resolution No.: R-2023-101 requires any amendment or necessary change to the list of entities to be approved by City Council and through an express written amendment; and,

WHEREAS, Bureau of Alcohol, Tobacco, Firearms and Explosives is to be added to the list of agencies; and, NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2024, that Bureau of Alcohol, Tobacco, Firearms and Explosives be added to the list of agencies.

Requested by:

City Manager _____

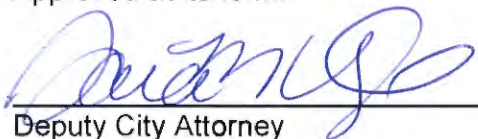
Mayor _____

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

EXHIBIT "A"
RESOLUTION NO.: R-2024-022

MUNICIPALITY/COUNTY	STATE AGENCIES
Aiken County Sheriff	State Museum
Batesburg-Leesville Police Dept.	SC Department of Natural Resources
Bishopville Police Dept.	SC Department of Probation, Pardon and Parole
Camden Police Dept.	SC Department of Public Safety
Cayce Police Dept.	SLED
Charleston County Sheriff	South Carolina Criminal Justice Council
Charleston Police Dept.	South Carolina Criminal Justice Academy
Cherokee County Sheriff	South Carolina Department of Corrections
Chester County Sheriff	OTHER ENTITIES
Chesterfield County Sheriff	Allen University
Clarendon County Sheriff's Office	Benedict College
Clemson University Police Dept.	Bureau of Alcohol, Tobacco, Firearms and Explosives
Darlington County Sheriff	Columbia College
Elgin Police Dept.	Columbia Housing Community Safety
Fairfield County Sheriff	Commission on Accreditation for Law Enforcement Agencies, Inc.
Florence County Sheriff	Congaree Swamp National Park
Florence Police Dept.	Drug Enforcement Agency
Forest Acres Police Dept	Federal Bureau of Investigations
Greenville Police Dept.	Department of Homeland Security
Greenville County Sheriff	Flock Group Inc.
Horry County Police Dept.	Irmo-Chapin Recreation Commission
Irmo Police Dept.	Irmo Fire District
Kershaw County Sheriff	LARADAC, The Behavioral Health Center of the Midlands
Lancaster County Sheriff	Midlands Technical College
Lexington County Sheriff	The Naval Criminal Investigative Service
Lexington Police Dept.	Richland County School District One
Myrtle Beach Police Dept.	River Alliance
Newberry County Sheriff	South Carolina State University
North Charleston Police Dept.	University of South Carolina Division of Public Safety
North Myrtle Beach Police Dept.	U.S. Department of Veterans Affairs Columbia Health Care System
Orangeburg County Sheriff	United States Law Enforcement
Orangeburg Department of Public Safety	United States Marine Corps, Special Operations Command (MARSCO)
Richland County Sheriff	
Spartanburg County Sheriff	
Spartanburg Department of Public Safety	
Springdale Police Dept.	
Sumter County Sheriff	
Sumter Police Dept.	
West Columbia Police Dept.	

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2024-023 - Adopting the By-Laws of the Climate Protection Action Committee Last Revised July 29, 2023

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:

Endorsed by the Health, Social and Environmental Infrastructure Committee on February 27, 2024.

ATTACHMENTS:

- **#a:** CPAC Proposed Changes to Bylaws Presentation (PDF)
- **#b:** R-2024-023 - CPAC adopt amended by-laws (PDF)
- **#c:** CPAC By-Law Modification 2023 Revisions with tracking (PDF)

HISTORY:

02/27/24

Health, Social and Environmental Affairs Committee

ENDORSE FOR CITY COUNCIL

CONSIDERATION

Ms. Mary Pat Baldauf, Sustainability Facilitator said the changes were drafted to go into effect along with the handbook for Boards and Commissions. They include the removal of non-voting appointees and advisory members and the adoption of City residency requirements. We increased the number of appointees to eleven and we changed the attendance requirements to match the handbook. After your review and endorsement today, these will go to council for a vote.

There was consensus to forward the revisions to the bylaws to a future City Council meeting.

CPAC By-Laws Update



We Are Columbia

Proposed Changes to By-Laws

Changes were drafted to bring the by-laws into compliance with City Council's new Boards and Commissions manual and include:

- Deletion of non-voting appointees.
- Deletion of advisory members.
- Adoption of City residency requirements.
- Increased number of appointees to eleven, the maximum number allowed on any board, commission or committee.
- Changed attendance requirements to the version approved in the handbook (two consecutive unexcused absences will be reported to City liaison; three consecutive unexcused absences will result in automatic termination.)



We Are Columbia

RESOLUTION NO.: R-2024-023

*Adopting the By-Laws of the Climate Protection Action Committee
Last Revised July 29, 2023*

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2024 that the attached By-Laws of the Climate Protection Action Committee, Last Revised July 29, 2023 are hereby adopted.

Requested by:

Councilmember Bussells _____

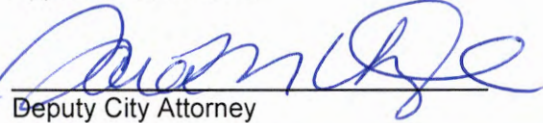
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

BY-LAWS

Article I: The Climate Protection Action Committee

Section 1. The official name of this ~~organization~~ City of Columbia Advisory Board shall be the ~~City of Columbia~~ Climate Protection Action Committee, hereinafter called "CPAC."

Article II: Mission and Purpose Objectives

Section 1. The mission of CPAC is to develop and advocate for effective strategies to mitigate greenhouse gas emissions, adapt to climate change, conserve natural resources, and otherwise protect the environment at a City level, while also fostering an improved quality of life for the citizens of the City of Columbia.

Section 2. The purpose of CPAC is to recommend and oversee the development and implementation of mission-based programs and projects within the City of Columbia.

Article III: Authority

Section 1. CPAC shall advise the City of Columbia City Council and City Staff on the necessary steps to develop and implement programs and projects that it deems necessary to accomplish the mission as stated in Article II, Section 1, hereof.

Section 2. CPAC shall ~~inform~~ advise the residents of the City of Columbia of its actions and engage citizens to ensure responsiveness to public needs.

Section 3. CPAC may only act and communicate its actions in the manner authorized by these By-Laws.

Article IV: Membership

Section 1. CPAC shall consist of ~~Voting and Non-voting~~ Appointees. ~~The Voting Appointees shall comprise the~~ Committee of Voting Appointees of

~~CPAC, hereinafter called "CVA".~~ Appointee residency requirements, as well as the application and/or on-boarding processes for Appointees shall be per the current approved version of the City of Columbia Boards & Commissions Handbook at the time of application and/or appointment. Such processes shall be facilitated by the Staff Liason

Section 2. ~~The CVAC~~PAC shall consist of ~~eleven (11) fifteen (15) seven (7) Voting Appointees, one representing each City Council seat and one representing the Mayor. Each of the Voting~~ Appointees are approved by City Council and the date of their official appointment approval marks the beginning of their term. The term of any ~~Voting all~~ Appointees shall be three years ~~(unless the Voting Appointee is finishing the term of a previous appointee per Article IV, Section 3)~~ and shall be subject to the conditions of the current approved version of the City of Columbia Boards & Commissions Handbook. At the completion of their first term, a ~~n~~Voting Appointee ~~may be~~ is eligible for reappointment for a second three-year term at the discretion of City Council. At the completion of their second and final term, a ~~n~~Voting Appointee may continue as ~~an Advisory Member to CPAC~~ a general public committee member at the discretion of the ~~Committee of Voting~~ Appointees. ~~After a one-year hiatus from a CPAC Appointee position, an Advisory Member may be considered for reappointment to any open position on CPAC.~~ The Staff ~~Assistant~~City Liason to CPAC will maintain a calendar of the terms of all ~~Voting~~ Appointees.

~~Section 3. Any mid-term vacancy in the CVA shall be filled by the applicable City Council member or Mayor through the proper application and approval process for the duration of the term. Any Voting Appointees appointed to fill a vacant CVA seat with fewer than 18 months remaining on the term may be eligible for reappointment to a maximum of two full three-year terms at the discretion of City Council. Any Voting Appointees appointed to fill a vacant CVA seat with greater than 18 months remaining on the term may be eligible~~

~~for reappointment to a maximum of one full three-year term at the discretion of City Council. At the completion of their final term, they may continue as an Advisory Member as stated in Article IV, Section 2, hereof.~~

~~Section 4. Should the Mayor, City Council, or public works staff wish to appoint additional individuals to CPAC beyond the CVA members, they may do so through the proper approval process designating the Appointees as Non-Voting Appointees. A maximum of eight (8) Non-Voting Appointees may be designated at any time. Each of the Non-Voting Appointees are approved by City Council and the date of their official appointment approval marks the beginning of their term. The term of any Non-Voting Appointee shall be three years. At the completion of their first term, a Non-Voting Appointee may be eligible for reappointment for a second three-year term at the discretion of City Council. At the completion of their second and final term, a Non-Voting Appointee may continue as an Advisory Member to CPAC at the discretion of the Committee of Voting Appointees. After a one-year hiatus from a CPAC Appointee position, an Advisory Member may be considered for reappointment to any open position on CPAC. The Staff Assistant to CPAC will maintain a calendar of the terms of all Non-Voting Appointees.~~

~~Section 5. CPAC's CVA may select Advisory Members to CPAC from local governments, environmental nonprofits, other organizations, and members of the public as deemed appropriate. Select City staff may also serve as Advisory Members to CPAC. There is no limit to the number of Advisory Members selected by CPAC and there are no term limits associated with their role. Advisory Members serve CPAC at the direction and discretion of the CPAC CVA.~~

Section ~~6~~3. ~~Voting Appointees, Non-Voting Appointees, and Advisory Members~~ may at any time, for any reason or no reason, tender their written and signed resignation to the ~~Chairperson~~City Liason.

Article V: Officers

- Section 1. The Officers of CPAC shall consist of three elected ~~members from the CVA~~Appointees, a Chairperson, a Vice-Chairperson, and a Secretary.
- Section 2. Annually, at the January monthly meeting, the ~~CVA~~Appointees shall elect from within their ranks by a majority vote a Chairperson, Vice-Chairperson, and Secretary whose offices will begin with the February monthly meeting. ~~While candidates for these three offices must be members of the CVA, nominations may be made by either Voting or Non-Voting Appointees. If an Officer's term extends beyond the final date of their appointment or if an Officer resigns mid-term, an election will be held to fill the vacant Officer position.~~
- Section 3. The Chairperson shall preside at all monthly CPAC meetings and at work sessions and other special meetings called by CPAC. The Chairperson shall call work sessions and special meetings when required, and shall transmit reports, plans, and recommendations to the appropriate governing authority, and in general, shall act as spokesperson for CPAC. The Chairperson may appoint others to act as Spokespersons to represent CPAC at meetings when necessary.~~attend such meetings to represent CPAC.~~
- Section 4. The Vice-Chairperson shall serve as Chairperson in the absence or the inability of the Chairperson.
- Section 5. The Secretary shall work with the ~~Staff Assistant~~City Liason to CPAC to maintain term calendars and assist with parliamentary procedures.
- Section 6. In the absence of both the Chairperson and Vice-Chairperson from a meeting of CPAC, the Secretary will act as a temporary Chairperson for that meeting and will proceed with the order of business so long as a ~~CVA~~ quorum is present.

Section 7. The City of Columbia Sustainability Facilitator shall serve as the ~~Staff Assistant~~City Liason to CPAC. The ~~Staff Assistant~~City Liason shall keep minutes and records of CPAC, prepare with the Chairperson the agenda for regular and special meetings, provide notice of meetings, attend to CPAC correspondence, maintain meeting calendars and Appointee term calendars, maintain Appointee attendance records, and perform other duties ~~assigned as requested~~ by the Chairperson.

Article VI: Meetings

Section 1. Each year at the January monthly meeting, the ~~-Appointees~~CVA shall approve the annual meeting schedule with one regular meeting being held each month.

Section 2. All meetings of CPAC shall be open to the public and all records of CPAC (meeting recordings, meeting minutes, etc.) shall be public records, provided, nonetheless, that CPAC may utilize executive sessions. Executive sessions will be limited to ~~Voting Appointees,~~ ~~Non-Voting~~ Appointees, ~~and the~~ Staff AssistantCity Liason to CPAC, and necessary City of Columbia Employees. Meeting minutes will be uploaded to the CPAC website for public access in a timely manner by the Staff AssistantCity Liason to CPAC.

Section 3. Special meetings of CPAC may be called at any time by the Chairperson, provided that notice of at least twenty-four (24) hours shall have been given to each ~~member~~Appointee.

Section 4. For the purposes of all CPAC business, the presence of a majority of ~~the CVA~~current Appointees shall constitute a quorum unless noted otherwise within these By-laws. A quorum shall be present before any official CPAC business is transacted.

- Section 5. Items of business to be discussed at the scheduled meeting shall appear on the agenda. Business that is not identified on the agenda may be considered under Other Business.
- Section 6. The Chairperson, subject to these By-Laws, shall decide all points of procedure unless otherwise directed by a simple majority of the present ~~CVA members~~Appointees.
- Section 7. Should any ~~Voting or Non-Voting~~Appointees of CPAC or its ad-hoc committees be financially or closely associated, either personally or professionally, with any issue that comes before CPAC, said Appointee shall identify themselves to the assembled group and consider recusing themselves from participating in discussing and/or voting upon the issue. An ~~Voting~~ Appointee, the City Liaison, or a City of Columbia Employee, non-Voting Appointee, or Advisory Member of CPAC may raise the question of conflict of interest of another ~~member~~Appointee regarding any issue before CPAC. Upon full, public disclosure of the conflict of interest and consideration of the best interest of CPAC and its mission, a simple majority of ~~CVA members~~present Appointees, not including the Appointee in question, will vote to determine whether the affected Appointee must recuse themselves from any discussion and/or voting.

Article VII: Committees

- Section 1 ~~The CVA-CPAC~~ shall establish committees as it deems necessary to accomplish the purposes as stated in Article II, Section 2, hereof. The ~~C~~chair of any such committee shall be a CPAC ~~Voting or Non-Voting~~ Appointee. Committee members are not required to be Appointees but may serve because of their specific expertise or interest. Ad-hoc committees shall report to the Chairperson and may not take action except as authorized by ~~the CPAC CVA~~ per these By-Laws.

Article VIII: Attendance

- Section 1. Attendance of ~~Voting~~ Appointees ~~and Non-Voting Appointees~~ is expected at all monthly meetings and shall be subject to the conditions of the current version of the City of Columbia Boards & Commissions Handbook. Attendance of ~~Voting~~ Appointees ~~and Non-Voting Appointees~~ at all work sessions, special meetings, committee meetings, etc. is highly encouraged. ~~Voting Appointees and Non-Voting~~ Appointees should alert the Chairperson and City Liason in writing if they require an excused absence from an upcoming meeting. ~~Attendance of Advisory Members at all monthly meetings, work sessions, special meetings, etc. is highly encouraged.~~
- Section 2. The minutes of CPAC meetings shall record ~~Voting and Non-Voting~~ Appointees as present, excused absence, or unexcused absence. ~~and absent.~~
- Section 3. ~~The CVA may recommend the removal of any Voting Appointee or Non-Voting Appointee who has two consecutive unexcused absences from monthly meetings or accumulates a total of three or more unexcused absences from monthly meetings in any calendar year. The affected Appointee must be informed of the initiation of recommendation of removal in writing by the Chairperson at least forty-eight (48) hours prior to the time the vote is taken. Any approved CPAC removal recommendation will then be forwarded for approval by City Council. Upon approval of City Council, the term of the Appointee will be ended. An Appointee will be automatically terminated for three (3) consecutive unexcused absences from monthly meetings or for excused and/or unexcused absences from 50% or more of all regular meetings in a six (6) month period per the current version of the City of Columbia Boards & Commissions Handbook.~~

Article IX: Amendment

Section 1. These By-Laws may be amended at any regular meeting of CPAC where a quorum is present by an affirmative vote, provided that such amendment shall have first been presented to all ~~members~~ Appointees in writing at least forty-eight (48) hours prior to the time the vote is taken. All amendments must be approved by City Council and will take effect when so approved.



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2024-017 - Authorizing consumption of beer and wine only at the Columbia Food and Wine Festival in the 1600 block of Blanding Street on Sunday, April 28, 2024

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2024-017 - Columbia Food and Wine Festival (Apr 28) (PDF)
- **#b:** Resolution - 2024 CFWF (PDF)
- **#c:** Special Duty Request Form - 2024 CFWF_Redacted (PDF)

RESOLUTION NO.: R-2024-017

Authorizing consumption of beer and wine only at the Columbia Food and Wine Festival in the 1600 block of Blanding Street on Sunday, April 28, 2024

WHEREAS, Free Times and The Post and Courier Columbia ("Sponsor") are sponsoring the Columbia Food and Wine Festival on Sunday, April 28, 2024 in the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 2:00 a.m. until 8:00 p.m. of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, for set up, clean up, and staging of the event to be held on Sunday, April 28, 2024 from 12:00 p.m. until 4:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 12:00 p.m. until 3:30 p.m.; and for crowd control and overflow; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Sunday, April 28, 2024, from 12:00 p.m. until 4:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face masks, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis.

LEGAL DEPARTMENT DRAFT

Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 12:00 p.m. until 4:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2024, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 12:00 a.m. and 3:30 p.m. on Sunday, April 28, 2024; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Guild shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

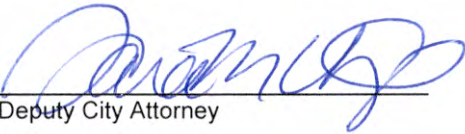
Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

3/1/2024

24.b

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Lindsay Conine
lindsayc@free-times.com
803-269-4858

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

2024 Columbia Food and Wine Festival / Celebration and fundraiser

DATE(S) OF EVENTS: (multiple day can be on one request)

4/28/2024

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

Event is rain or shine

LOCATION OF EVENT

(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)

Robert Mills House and Gardens / Hampton Preston Mansion and Gardens
1616 Blanding Street
Columbia, SC 29201

STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)

1600 block of Blanding Street between Henderson and Pickens Streets

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

2:00am - 8:00pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

12:00pm - 4:00pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event

(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

12:00pm - 3:30pm

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.govLegal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparationParking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter baggingParks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservationsPolice Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, policePolice Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 3/3/2021

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**CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM**



I, Lindsay Conine / Columbia Food and Wine Festival, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at 1616 Blanding Street and 1615 Blanding Street, Columbia, SC 29201
(Location for Assignment)

for the time period of April 28, 2024 from 12:00pm-4:00pm

(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and **no cash payments** are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

Lindsay Conine
SIGNATURE OF REQUESTOR

3/1/2024

DATE

803-269-4858

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Central Midlands Council of Governments

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Columbia Housing Authority

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Transportation Penny Oversight Committee

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: April 2, 2024

DEPARTMENT: Office of the Mayor

FROM: *Daniel Rickenmann, Mayor*

SUBJECT: Council is asked to endorse the establishment of the Columbia Town & Gown Advisory Committee as a new Community Impact Committee.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Communications

PURPOSE:

Endorsed by the Community Development Committee on January 16, 2024.

Columbia Town & Gown Advisory Committee

The primary body comprising the Columbia Town and Gown will consist of 21 representatives from the community's colleges and universities, neighborhoods, city government, and other related community sectors. There will be 15 voting members on the committee.

Seven college and university representatives (President or their designee)

- Allen University
- Benedict College
- Columbia College
- Columbia International University
- Lenoir-Rhyne University (TBD - *moving majority of operations out of Columbia*)
- Midlands Technical College
- University of South Carolina

Five City of Columbia representatives

- Columbia Police Department (CPD)*
- Planning and Development*
- Code Enforcement*
- Parking*
- Mayor's Office*

Four neighborhood representatives

- Citizens from identified College/university communities to apply to be appointed by City Council

One transportation representative

- From the Comet

One hospitality sector representative

- Citizens from identified hospitality districts to apply to be appointed by City Council

One Collegiate Engagement Council representative

- Student from the mayor's council - students will appoint their representative

Two co-chairs

- Mayor, City of Columbia
- Representative from University of South Carolina

**City Staff representatives will act in an ex officio capacity*

Subcommittees

Beyond the full council, the Town and Gown will host multiple subcommittees. The amount of subcommittees may vary. The proposed permanent subcommittees are suggested to capture ongoing topics and relationships

- Planning
- Safety
 - Student behaviors
- Transportation and Parking
- Graduate Retention
 - Talent Pipeline
- Off-Campus Life
 - Off-campus housing
- Community Engagement

Once subcommittee chairs are confirmed, they will be tasked with creating the make-up of their subcommittee and determine the frequency of the meetings. Subcommittees will be responsible for self-reporting agendas/overviews of meetings.

Committee Meetings

The Columbia Town & Gown Committee will meet three times per year with a goal to meet in the winter (February/March), in the summer before students return (June/July), and in the fall (October). The first inaugural meeting will be held in June/July 2024 with a strategic planning session in February/March 2024.

Committee meetings will be public and documented. Meeting agendas and minutes will be maintained for accountability and transparency.

Next Steps

- Host Strategic Planning for all inaugural members on May 16, 2024
 - ITGA to act as formal facilitator
- Send City delegates to the ITGA 2024 Conference - June 5-7, 2024
- Convene the first Columbia Town and Gown Committee in Summer 2024