



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, APRIL 4, 2023

The Columbia City Council will conduct a Council Meeting on Tuesday, April 4, 2023 at 4:00 PM at City Hall (Council Chambers), 1737 Main Street, 3rd Floor, Columbia, South Carolina 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 Howard E. Duvall, Jr., At-Large ▪ The Honorable Edward H. McDowell, Jr., District II
The Honorable William Brennan, District III ▪ The Honorable Aditi Bussells, At-Large
The Honorable Tina N. Herbert, District I ▪ The Honorable Peter M. Brown, District IV

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the February 21 and March 7, 2023 Council Meeting Minutes.

PRESENTATIONS

2. National Public Safety Telecommunicator Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor
3. Community Development Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor
4. National Fair Housing & Financial Literacy Month Proclamations - The Honorable Daniel J. Rickenmann, Mayor



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CONSENT AGENDA ITEMS 5 THROUGH 14

5. Council is asked to approve the purchase of Cisco Secure Firewall, as requested by the Information Technology Department on March 2, 2023. Award to SHI International using the SC State Contract in the amount of \$116,473.60. The vendor is located in Piscataway, NJ.

Funding Source: Technology Replacement - Computer/Elect Equipment-Capital (6218954-658600), \$99,224.40; Technology Replacement - Computer Equipment/Hardware (6218954-627500) \$17,249.20. The original budget amount is \$116,473.60

6. Council is asked to approve the purchase of Cisco Security Licenses and Subscriptions, as requested by the Information Technology Department on March 2, 2023. Award to SHI International using the SC State Contract in the amount of \$133,773.72. The vendor is located in Piscataway, NJ.

Funding Source: Geographic Information System-Maintenance and Service Contract (5511121-638200), \$99,476.54; Information Technology- Maintenance and Service Contract (1011120-638200), \$34,297.18. The original budget amount is \$133,773.72

7. Council is asked to approve the purchase of four (4) Trailer Attenuators with Arrowboard, as requested by Columbia Water on January 9, 2023. Award to Street Smart Rental in the amount of \$126,848.00. The vendor is located in Columbus, MN.

Funding Source: Utilities Water Distribution & Maintenance - Auto, Trucks, Heavy Equipment & Capital (5516203-658500) \$63,424.00; Utilities Wastewater Maintenance - Machinery & Equipment Capital (5516205-658300) \$63,424.00.

8. Ordinance No.: 2023-038 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Siquino RC, LLC, Richland County TMS # 16503-05-04)

Economic and Community Development Committee Recommendation: 12/13/22; Approval (3-0)

First reading approval was given on March 21, 2023.



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9. **ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 7106 Broad River Road; TMS# 05007-02-38**

Ordinance No.: 2023-003 - Annexing 7106 Broad River Road, Richland County TMS# 05007-02-38 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 and assign a land use classification of Community Activity corridor (AC-2) and assign zoning of Office and Institutional District (OI) at the time of annexation. The property is currently classified as Neighborhood (Medium Density), in a Priority Investment Area and zoned NC by Richland County.

Applicant: Art Smart Academy After-School, LLC

Staff Recommendation: Approval

PC Recommendation: 11/10/2022; Approval (7-0)

First reading approval was given on February 7, 2023.

10. **ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 5900 Indian Mound Road; TMS#13715-02-02**

Ordinance No.: 2023-033 - Annexing 5900 Indian Mound Road, Richland County TMS# 13715-02-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

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

Applicant: Diane Stanford Harrill, Trustee

Staff Recommendation: Approval

PC Recommendation: 02/09/2023; Approval (9-0)

First reading approval was given on March 21, 2023.



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11. FUTURE LAND USE MAP AMENDMENT CONFIRMATION for 1008 S. Ott Road; TMS#13703-04-04

Ordinance No.: 2023-031 - Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for 1008 S. Ott Road; Richland County TMS# 13703-04-04; annexed by Ordinance No 2022-127 enacted January 17, 2023

Council District: 3

Proposal: Request to confirm the future land use classification of Urban Core Residential Small Lot (UCR-1). The property is currently assigned interim future land use classification of Urban Core Residential Small Lot (UCR-1).

Applicant: Rosewood Church

Staff Recommendation: Approval

Annexation

PC Recommendation: 12/08/2022; Approval

First Reading: 12/20/2022; Approved and Second Reading 01/17/2023; Approved

FLU, ZMA Confirmation

PC Recommendation: 02/09/2023; Approval (9-0)

First reading approval was given on March 21, 2023.

12. ZONING MAP AMENDMENT CONFIRMATION for 1008 S. Ott Road; TMS#13703-04-04

Ordinance No.: 2023-034 - Amending the Official Zoning Map to confirm the zoning for 1008 S. Ott Road, Richland County TMS# 13703-04-04; annexed by Ordinance No.: 2022-127 enacted January 17, 2023

Council District: 3

Proposal: Request to confirm the zoning of Residential Mixed District (RM-1), a portion within the Floodplain Overlay District (OV-FP). The property currently has interim zoning of Residential Mixed District (RM-1), a portion within the Floodplain Overlay District (OV-FP).

Applicant: Rosewood Church

Staff Recommendation: Approval

Annexation

PC Recommendation: 12/08/2022; Approval



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First Reading: 12/20/2022; Approved and Second Reading: 01/17/2023; Approved

FLU, ZMA Confirmation

PC Recommendation: 02/09/2023; Approval (9-0)

First reading approval was given on March 21, 2023.

13. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE for Design Development Review Commission

Ordinance No.: 2022-032 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, (Unified Development Ordinance), Article 2, Administration, Section 17-2.3(e)(2)(a)(3), Design Development Review Commission, Membership and Terms

Proposal: Request to amend Chapter 17 Article 2 of the Columbia Code of Ordinance concerning membership qualifications

Applicant: Council member Howard Duvall

Staff Recommendation: City Council Sponsored

PC Recommendation: 02/09/2023; Approval (9-0)

First reading approval was given on March 21, 2023.

14. Resolution No.: R-2023-027 - Authorizing consumption of beer and wine only within Newman Street between River Drive and North Main Street, Drayton Street between Newman Street and Anthony Avenue and Anthony Avenue between Drayton Street and River Drive for the South Carolina Cornbread Festival on Sunday, April 30, 2023

ORDINANCE - SECOND READING

15. Ordinance No.: 2023-037 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Buildings Regulations, to add Article IX, Short Term Rentals

First reading approval was given on March 21, 2023.



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ORDINANCES - FIRST READING

16. Ordinance No.: 2023-028 - Authorizing land swap with University of South Carolina of the unopened right-of-way of College Street between Gadsden Street and Wayne Street, Richland County TMS #08915-02-01 and TMS #08915-04-01 in exchange for 0.08 acre of the Gadsden Street right-of-way south of College Street, adjacent to the eastern boundary of Richland County TMS #08915-04-01 and TMS #08915-04-02 and 0.12 acre of the Gadsden Street right-of-way north of College Street, adjacent to the eastern boundary of Richland County TMS #08915-02-01; and authorizing the City Manager to execute a Maintenance Agreement between University of South Carolina and the City of Columbia for the ongoing maintenance of this Project
17. Ordinance No.: 2023-029 - Granting an encroachment to the University of South Carolina for the use of the right of way areas of the 700 block of College Street, 700 block of Greene Street, 700 block of Pendleton Street and the 900 block of Gadsden Street for the installation of various improvements adjacent to 720 College Street, 743 Greene Street, 706 Pendleton Street and 925 Gadsden Street, Richland County TMS# 08915-02-01, 08915-04-01 and 08915-04-02
18. Ordinance No.: 2023-039 - Granting an encroachment to Chick Fil A, Inc., and WM Columbia Trust for the use of the right of way area of the 5400 block of Ring Road for the installation and maintenance of sidewalks, landscaping and irrigation adjacent to 5440 Forest Drive, Richland County TMS#16706-04-05 and 16706-04-06
19. Ordinance No.: 2023-040 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Huger Flats, LLC, formerly referred to as Project Stratus, Richland County TMS #09009-13-01 and TMS #08912-13-01)

Economic Development & Infrastructure Committee Recommendation: 01/10/23; Approval (3-0)

20. Ordinance No.: 2023-044 - Amending Section 10 of the Franchise Agreement between Dominion Energy South Carolina, Inc. ("Dominion"), f/k/a South Carolina Electric & Gas Company and the City of Columbia, to Grant a Franchise Extension for the Construction, Operation and Maintenance of Electric and Gas Systems in the City of Columbia, South Carolina, and Authorizing the City Manager to Enter into a Memorandum of Understanding Setting Forth the Property Transactions Required By that Extension



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RESOLUTIONS

21. Resolution No.: R-2023-024 - Authorizing the City Manager to execute an Intergovernmental Agreement (IGA) between Richland County and the City of Columbia for Animal Care Facilities
22. Resolution No.: R-2023-031 - Authorizing the Economic Development and Infrastructure Committee to act as designee for City Council to hold business license revocation hearings pursuant to any City Code sections allowing such designee, including Section 11-45

OTHER MATTERS

23. Council is asked to approve a \$200,000 allocation to the Columbia Parks and Recreation Foundation for the Columbia Public Art Program: *Columbia Streams Art*, as requested by The Honorable Daniel J. Rickenmann, Mayor.

Funding Source: Fiscal Year 2022/2023 Hospitality Tax Budget

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

24. Council is asked to refer the Greater Columbia Community Relations Council's Proposal for the Columbia Race and Equity Assessment Project to the Administrative Policy Committee, as requested by The Honorable Edward H. McDowell, Jr.
25. Council is asked to refer a proposed policy related to the placement of art within a city-owned facility or right-of-way to the Arts, Historic Preservation and Philanthropy Committee, as requested by The Honorable Daniel J. Rickenmann, Mayor.

PUBLIC INPUT

EXECUTIVE SESSION

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

Eddie Duncan v. The Waters at Berryhill and The City of Columbia



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

Colony Apartments

ADJOURNMENT



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MEETING DATE: April 4, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the February 21 and March 7, 2023 Council Meeting Minutes.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** MN_02212023 (PDF)
- **#b:** MN_03072023 (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 21, 2023

The Columbia City Council conducted a meeting on Tuesday, February 21, 2023 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:02 p.m. and the following members were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., The Honorable William Brennan, The Honorable Aditi Bussells, and The Honorable Tina N. Herbert. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. The meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

The Honorable Edward H. McDowell, Jr. offered the invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to adopt the agenda subject to adding the referral of a briefing on the Potential Drinking Water Regulatory Limit for Perfluorinated Substances to the Health, Social and Environmental Affairs Committee, as requested by Administration.

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

Ms. Whitney Denton said thank you for meeting with us. Mr. Bowers has made some changes and he has attempted to address some of our concerns. We do need to think about where the storm water is going.

Mr. Bob Dudek said the problem is that Mr. Bowers is going from 31 apartments to 34. That is not a compromise. This needs a traffic study because this is already a dangerous intersection at Suber and South Kilbourne. We have many water problems in the area. The good news is that Mr. Bowers got your message regarding the need to compromise.



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APPROVAL AND PRESENTATION OF HONORARY STREET NAMING

1. Resolution No.: R-2023-020 - Approving the Honorary Naming of 1600 Oak Street to 2300 Laurel Street "Vince Ford Way" - *Approved*

Upon a motion made by Mr. McDowell and seconded by Ms. Herbert, Council voted unanimously to approve Resolution No.: R-2023-020 - Approving the Honorary Naming of 1600 Oak Street to 2300 Laurel Street "Vince Ford Way".

Mayor Rickenmann took a moment of personal privilege to recognize Mr. Alex English for delivering an incredible message during this year's Martin Luther King, Jr. Day Celebration. He presented Mr. English with a token of appreciation on behalf of the City's Parks and Recreation Department.

CONSENT AGENDA ITEMS 2 THROUGH 24

Upon a single motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve the **Consent Agenda Items 2 through 24**.

2. Council is asked to approve a new Professional Services Agreement for a Davis-Bacon Compliance Consultant, as requested by the Community Development Department on February 3, 2021. Award to Contractor Compliance and Monitoring, Inc. in an amount not to exceed \$130,000.00, which includes contingency. The term of the agreement is three years. This firm is located in San Mateo, CA. - *Approved*

Funding Source: Community Development Block Grant Disaster Recovery Controlled Account - Mitigation Planning Activities - Professional Services (2639999-9120040020-636600). The original budget amount is \$130,000.00.

3. Council is asked to approve a new Contract to Purchase a Western Star 47X Set Back Axle Truck for the Public Works Department, as requested by the Fleet Services Division on January 31, 2023. Award to Virginia Truck Center Inc., doing business as Excel Truck Center using the SC State Contract in the amount of \$361,088.00. This vendor is located in Roanoke, VA. - *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$361,088.00.



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4. Council is asked to approve the Purchase of Chemicals for the Water & Wastewater Treatment Plants, as requested by Columbia Water on October 3, 2022. Award to multiple vendors, in an amount not to exceed \$5,699,345.00. The term of the contracts is 18 months, with the option to extend for one (1) additional year. - *Approved*

Funding Source: Utilities Columbia Canal Water Treatment Plant-Chemicals (5516206-624800); Utilities Lake Murray Water Treatment Plant-Chemicals (5516207-624800); Utilities Metro Wastewater Plant - Chemicals (5516208-624800). The original budget amount is \$5,699,345.00.

5. Ordinance 2023-024 - Authorizing the City Manager to execute Amendment No. 8 to Amended and Restated Agreement of Sale and Purchase between the City of Columbia and Baker and Baker Real Estate Developers, LLC for the Sale of Parcel "A" containing approximately 27, 664 square feet (0.64 acre) and Parcel "B" containing approximately 25, 444 (0.58 acre) square feet located on the eastern side of Gist Street between Laurel Street and Blanding Street and known as Richland County TMS No.: 09005-02-44 and TMS No.: 09005-02-23 - *Approved on second reading.*

First reading approval was given on February 7, 2023.

6. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1709 Smith Street; TMS# 16301-02-06 - *Approved on second reading.*

Ordinance No.: 2023-010 - Annexing 1709 Smith Street, Richland County TMS #16301-02-06 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map - Approved on second reading.

Council District: 3

Proposal: Request to annex the property and assign a land use classification of Industrial (IND) and assign zoning of Light Industrial District (LI) at the time of annexation. The property is currently classified as Economic Development Center/Corridor and zoned M-1 by Richland County.

Applicant: I-77 Atlas, LLC

Staff Recommendation: Approval

PC Recommendation: 12/08/2022; Approval (7-0)

First reading approval was given on February 7, 2023.



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7. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2601 Two Notch Road and 1608 Germany Street; TMS# 11512-01-11 - *Approved on second reading.*

Ordinance No.: 2023-005 - Annexing 2601 Two Notch Road and 1608 Germany Street, Richland County TMS #11512-01-11 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map - Approved on second reading.

Council District: 2

Proposal: Request to annex the property and assign a land use classification of Urban Edge Multi-family (UEMF) and assign zoning of Community Activity Center/Corridor District (CAC) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned GC by Richland County.

Applicant: Laurie E. Flowers and Tammy M. Flowers / Jacqueline Bowman

Staff Recommendation: Approval

PC Recommendation: 12/08/2022; Approval (7-0)

First reading approval was given on February 7, 2023.

8. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 7611 and 7611 ½ Garners Ferry Road and 0.40 acres, S/S Fountain Lake Road; TMS# 16315-03-02 and 16315-03-05 - *Approved on second reading.*

Ordinance No.: 2023-002 - Annexing 7611 Garners Ferry Road, 7611 ½ Garners Ferry Road and 0.40 acre S/S Fountain Lake Road, Richland County TMS# 16315-03-02 and TMS# 16315-03-05 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map - Approved on second reading.

Council District: 3

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

Applicant: H & BJ Holdings, LLC and JDR, LLC / Del Lago Ventures, Inc.

Staff Recommendation: Approval

PC Recommendation: 12/08/2022; Approval (7-0)

First reading approval was given on February 7, 2023.



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9. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1109 Kinley Road; TMS# 05000-04-09 - *Approved on second reading.*

Ordinance No.: 2023-018 - Annexing 1109 Kinley Road, Richland County TMS #05000-04-09 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map - Approved on second reading.

Council District: 1

Proposal: Request to annex the property and assign land use classification of Community Activity Corridor (AC-2) and assign zoning of Community Activity Center/Corridor District (CAC) at the time of annexation. The property is currently classified as Neighborhood (Medium Density), in a Priority Investment Area and zoned RU by Richland County.

Applicant: Izola Gist

Staff Recommendation: Approval

PC Recommendation: 01/12/2023; Approval (8-0)

First reading approval was given on February 7, 2023.

10. ZONING MAP AMENDMENT for 621 Amherst Avenue, TMS# 13804-15-08 - *Approved on second reading.*

Ordinance No.: 2023-009 - Amending the Official Zoning Map to modify the zoning for 621 Amherst Avenue, Richland County TMS# 13804-15-08 - Approved on second reading.

Council District: 3

Proposal: Request to rezone the property from Residential Two-Family District (RD) in the Shandon community Character Protection Overlay District (OV-CCP) to Neighborhood Center/Corridor District (NAC).

Applicant: Sage Real Property Group, LLC c/o Jeb Zoller

Staff Recommendation: Approval

PC Recommendation: 11/10/2022; Approval (7-0)

First reading approval was given on February 7, 2023.



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11. **ZONING MAP AMENDMENT** for 200 Mulberry Lane, TMS# 08913-06-04 - *Approved on second reading.*

Ordinance No.: 2023-008 - Amending the Official Zoning Map to modify the zoning for 200 Mulberry Lane, Richland County TMS# 08913-06-04 - Approved on second reading.

Council District: 2

Proposal: Request to rezone the property from Residential Single Family-Small Lot District (RSF-3) in the Whaley Street Historic Protection Area (OV-HP) to Residential Mixed District (RM-2) in the Whaley Street Historic Protection Area (OV-HP).

Applicant: Wade Ward

Staff Recommendation: Approval

PC Recommendation: 12/08/2022; Approval (7-0)

First reading approval was given on February 7, 2023.

12. **ZONING MAP AMENDMENT** for 951 and 919 True Street, TMS# 16408-01-02 and 16408-01-03 - *Approved on second reading.*

Ordinance No.: 2023-011 - Amending the Official Zoning Map to modify the zoning for 951 True Street and 919 True Street, Richland County TMS# 16408-01-02 and 16408-01-03 - Approved on second reading.

Council District: 4

Proposal: Request to rezone the property from Mixed Use District (MU-1) to General Commercial District (GC).

Applicant: Howard Duvall, Columbia City Council

Staff Recommendation: City Council Member Sponsored

PC Recommendation: 12/08/2022; Approval (7-0)

First reading approval was given on February 7, 2023.



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13. FUTURE LAND USE MAP AMENDMENT CONFIRMATION for 8325 Old Percival Road; TMS# 19813-01-02 - *Approved on second reading.*

Ordinance No.: 2023-006 - Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for 8325 Old Percival Road; Richland County TMS# 19813-01-02; annexed by Ordinance No 2022-051 enacted September 20, 2022 - Approved on second reading.

Council District: 4

Proposal: Request to confirm the future land use classification of Urban Edge Residential Small Lot (UER-1). The property is currently assigned interim future land use classification of Urban Edge Residential Small Lot (UER-1).

Applicant: Hurricane Construction, Inc.

Staff Recommendation: Approval

PC Recommendation: 05/12/2022; Approval (4-0)

First reading approval was given on February 7, 2023.

14. ZONING MAP AMENDMENT CONFIRMATION for 8325 Old Percival Road; TMS# 19813-01-02 - *Approved on second reading.*

Ordinance No.: 2023-007 - Amending the Official Zoning Map to confirm the zoning for 8325 Old Percival Road, Richland County TMS# 19813-01-02; annexed by Ordinance No.: 2022-051 enacted September 20, 2022 - Approved on second reading.

Council District: 4

Proposal: Request to confirm the zoning of Residential Mixed District (RM-1). The property currently has interim zoning of Residential Mixed District (RM-1).

Applicant: Hurricane Construction, Inc.

Staff Recommendation: Approval

PC Recommendation: 05/12/2022; Approval (4-0)

First reading approval was given on February 7, 2023.



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15. FUTURE LAND USE MAP AMENDMENT CONFIRMATION for 3800 Overbrook Drive and 616 Suber Street; TMS# 13708-05-01 - *Approved on second reading.*

Ordinance No.: 2023-020 - Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for 3800 Overbrook Drive and 616 Suber Street; Richland County TMS# 13708-05-01; annexed by Ordinance No.: 2022-124 enacted December 20, 2022 - Approved on second reading.

Council District: 3

Proposal: Request to confirm the future land use classification of Urban Core Residential Small Lot (UCR-1). The property currently is currently assigned an interim future land use classification of Urban Core Residential Small Lot (UCR-1).

Applicant: Bowers Property Management, LLC

Staff Recommendation: Approval

PC Recommendation: 11/10/2022; Approval (7-0)

First reading approval was given on February 7, 2023.

16. ZONING MAP AMENDMENT CONFIRMATION for 3800 Overbrook Drive and 616 Suber Street; TMS# 13708-05-01 - *Approved on second reading.*

Ordinance No.: 2023-022 - Amending the Official Zoning Map to confirm the zoning for 3800 Overbrook Drive and 616 Suber Street, Richland County TMS# 13708-05-01; annexed by Ordinance No. 2022-124 enacted December 20, 2022 - Approved on second reading.

Council District: 3

Proposal: Request to confirm the zoning of Residential Mixed District (RM-2). The property currently has interim zoning of Residential Mixed District (RM-2).

Applicant: Bowers Property Management, LLC

Staff Recommendation: Approval

PC Recommendation: 11/10/2022; Approval (7-0)

First reading approval was given on February 7, 2023.



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17. FUTURE LAND USE MAP AMENDMENT CONFIRMATION for 1921 Pineview Drive; TMS#19100-06-12 - *Approved on second reading.*

Ordinance No.: 2023-019 - Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for 1921 Pineview Drive; Richland County TMS# 19100-06-12; annexed by Ordinance No.: 2022-125 enacted December 20, 2022 - Approved on second reading.

Council District: 3

Proposal: Request to confirm the future land use classification of Urban Edge Community Activity Center (UEAC-1). The property is currently assigned an interim future land use classification of Urban Edge Community Activity Center (UEAC-1).

Applicant: SAFE Federal Credit Union

Staff Recommendation: Approval

PC Recommendation: 11/10/2022; Approval (7-0)

First reading approval was given on February 7, 2023.

18. ZONING MAP AMENDMENT CONFIRMATION for 1921 Pineview Drive; TMS# 19100-06-12 - *Approved on second reading.*

Ordinance No.: 2023-021 - Amending the Official Zoning Map to confirm the zoning for 1921 Pineview Drive, Richland County TMS# 19100-06-12; annexed by Ordinance No.: 2022-125 enacted December 20, 2022 - Approved on second reading.

Council District: 3

Proposal: Request to confirm the zoning of General Commercial District (GC). The property currently has interim zoning of General Commercial District (GC).

Applicant: SAFE Federal Credit Union

Staff Recommendation: Approval

PC Recommendation: 11/10/2022; Approval (7-0)

First reading approval was given on February 7, 2023.



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19. **AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE for Vape Shops -**
Approved on second reading.

Ordinance No.: 2023-004 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, (Unified Development Ordinance), Article 4, Use Regulations, Section 17-4.2, Principal Uses, to add Provisions Governing Smoke or Vape Shops, and Article 9, Definitions and Measurements, to add Definitions concerning Smoke or Vape Shops - Approved on second reading.

Proposal: Request to amend Chapter 17 Article 4 of the Columbia Code of Ordinances to add Provisions governing Smoke or Vape Shops, and Article 9, Definitions and Measurements, to add Definition concerning Smoke or Vape Shops.

Applicant: Unanimous Resolution of Columbia City Council

Staff Recommendation: City Council Sponsored

PC Recommendation: 11/10/2022; Approval (7-0)

First reading approval was given on February 7, 2023.

20. Resolution No.: R-2023-001 - Authorizing consumption of beer, wine and liquor at the “St. Pat’s in Five Points Festival” and authorizing the City Manager and the Parks and Recreation Director to sign Park Rules for the St. Pat's in Five Points Festival on Saturday, March 18, 2023 - *Approved*
21. Resolution No.: R-2023-004 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, March 31, 2023 - *Approved*
22. Resolution No.: R-2023-005 - Authorizing consumption of beer and wine only at Artista Vista Crafty Feast on Sunday, April 16, 2023 - *Approved*
23. Resolution No.: R-2023-007 - Authorizing consumption of beer, wine and liquor at Live on Lincoln Fundraiser for the Arts on Sunday, April 16, 2023 with a rain contingency date of Sunday, April 23, 2023 - *Approved*
24. Resolution No.: R-2023-011 - Authorizing consumption of beer and wine beverages only at the Official Kick-Off to St. Pat's in Five Points at the Five Points Fountain on Thursday, March 2, 2023 - *Approved*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 21, 2023**

ORDINANCES - FIRST READING

25. Ordinance No.: 2023-015 - Granting an encroachment to Naman Gervais, LLC for the use of the right of way areas of the 400 block of Gervais Street, the 1100 block of Huger Street, the 400 block of Senate Street and the 1100 block of Williams Street for the installation and maintenance of sidewalks, curb cuts, four on-street parking spaces, landscaping and irrigation adjacent to 400 Gervais Street, Richland County TMS# 08912-11-01, 08912-11-02 and 08912-11-04 - *Approved on first reading.*

Councilor Brennan said I have DOT questions that I would like to have answered before second reading. We discussed ingress and egress from Gervais Street onto Williams Street. I am fine with moving forward with this package.

Upon a motion made by Dr. Bussells and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2023-015 - Granting an encroachment to Naman Gervais, LLC for the use of the right of way areas of the 400 block of Gervais Street, the 1100 block of Huger Street, the 400 block of Senate Street and the 1100 block of Williams Street for the installation and maintenance of sidewalks, curb cuts, four on-street parking spaces, landscaping and irrigation adjacent to 400 Gervais Street, Richland County TMS# 08912-11-01, 08912-11-02 and 08912-11-04.

26. Ordinance No.: 2023-026 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article III, Flood Damage Prevention, Division 3, Flood Hazard Reduction, Section 21-172, Specific Standards - *Approved on first reading.*

The City of Columbia participates in the Community Rating System (CRS) for FEMA. This update in the ordinance is required to comply with FEMA's standards. Furthermore, it will improve our rating and benefit the City of Columbia citizens who will have to pay less on their flood insurance.

Mayor Rickenmann said this is one of the things that we are doing to improve our rating which will benefit our citizens who will end up paying less for flood insurance.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2023-026 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article III, Flood Damage Prevention, Division 3, Flood Hazard Reduction, Section 21-172, Specific Standards.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 21, 2023**

27. Ordinance No.: 2023-025 - Authorizing the Issuance and Sale by the City of Columbia, South Carolina, of its not exceeding \$11,500,000 General Obligation Bonds, Series 2023 or such other appropriate series designation, and, pending the issuance of such bonds, authorizing the issuance and sale of General Obligation Bond Anticipation Notes, in one or more series, issued in anticipation thereof, for the purpose of funding various capital projects to include the Finlay Park Revitalization and Construction Project; fixing the form and details of the bonds or notes; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters relating to the bonds or notes; providing for the payment of the bonds or notes and the disposition of the proceeds thereof; and other matters relating thereto – *Approved on first reading.*

Attorney Estimated Costs of Issuance		
Service	Provider	Cost
Co-Bond Counsel, Tax Counsel	Burr & Foreman LLP (<i>Michael Seezen, Ryan Gentry, Jeff Allen</i>)	\$102,500 - \$122,500
Co-Bond Counsel	Johnson, Toal & Battiste, PA (<i>George Johnson</i>)	\$40,000 - \$50,000

Upon a motion made by Dr. Bussells and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2023-025 - Authorizing the Issuance and Sale by the City of Columbia, South Carolina, of its not exceeding \$11,500,000 General Obligation Bonds, Series 2023 or such other appropriate series designation, and, pending the issuance of such bonds, authorizing the issuance and sale of General Obligation Bond Anticipation Notes, in one or more series, issued in anticipation thereof, for the purpose of funding various capital projects to include the Finlay Park Revitalization and Construction Project; fixing the form and details of the bonds or notes; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters relating to the bonds or notes; providing for the payment of the bonds or notes and the disposition of the proceeds thereof; and other matters relating thereto. Ms. Herbert abstained from voting due to a potential conflict of interest.

Ms. Teresa Wilson, City Manager said thank you Mayor and Council. The staff and I appreciate the ability to move forward with the revitalization of Finlay Park. It is a very instrumental and momentous occasion for us.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 21, 2023**

28. Ordinance No.: 2023-027 - Granting an encroachment to Naromi, LP, for the use of the right of way areas of the 100 block of Earth Road and the 300 block of Spears Creek Church Road for the installation and maintenance of four curb cuts and sidewalks adjacent to 185 Earth Road, Richland County TMS#25700-04-02 – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2023-027 - Granting an encroachment to Naromi, LP, for the use of the right of way areas of the 100 block of Earth Road and the 300 block of Spears Creek Church Road for the installation and maintenance of four curb cuts and sidewalks adjacent to 185 Earth Road, Richland County TMS#25700-04-02.

RESOLUTIONS

29. Resolution No.: R-2023-010 - Amending Resolution No.: R-2022-005 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 Columbia Housing Community Safety to the list of agencies
Approved

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2023-010 - Amending Resolution No.: R-2022-005 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 Columbia Housing Community Safety to the list of agencies.

30. Resolution No.: R-2023-012 - Approval for Acquisition of 0.44 acre Located at 1127 Queen Street and Identified as Richland County TMS#11409-07-20; CIP Project #SD8438; CF#250-596 - *Approved*

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2023-012 - Approval for Acquisition of 0.44 acre Located at 1127 Queen Street and Identified as Richland County TMS#11409-07-20; CIP Project #SD8438; CF#250-596.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 21, 2023**

APPOINTMENTS

31. Municipal Court Judges

Upon a motion made by Mayor Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve the conversion of Mr. Bryan Jeffries current appointment as a part-time judge to a full-time municipal court judge for a term of four years and the appointment of Mr. Carlton Bagby and Ms. Gail Jabber as part-time municipal court judges for two year terms effective March 1, 2023.

OTHER MATTERS

32. Council is asked to allocate \$85,963.66 from the Resilient Columbia Fund for the implementation of a Community Resource Center at the Katheryn M. Bellfield Booker Washington Heights Cultural Arts Center located at 2611 Grant Street, as requested by The Honorable Daniel J. Rickenmann, Mayor. - *Approved as amended.*

Mayor Rickenmann explained that this former library was flooded and we are converting it into a non-profit collaborative resource center for the neighborhood. We have an additional \$53,000 from the insurance. This \$86,000 will complete the project.

Councilor McDowell noted that the \$86,000 is coming out of COVID funds and we need to be very careful because COVID is on the rise again. I am all for this.

Councilor Herbert asked for the balance of funds in the account. She asked to discuss this at the next work session.

Ms. Teresa Wilson, City Manager said the balance is \$214,000. It is general fund money. I need clarification on whether we are leaving the balance for COVID relief or using it for other items.

Upon a motion made by Mayor Rickenmann and seconded by Mr. McDowell, Council voted unanimously to approve an \$86,000 allocation from the Resilient Columbia Fund for the implementation of a Community Resource Center at the Katheryn M. Bellfield Booker Washington Heights Cultural Arts Center located at 2611 Grant Street, as requested by The Honorable Daniel J. Rickenmann, Mayor.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 21, 2023**

CITY COUNCIL COMMITTEE REPORTS, REFERRALS AND NEW BUSINESS

Council referred a briefing on the Potential Drinking Water Regulatory Limit for Perfluorinated Substances to the Health, Social and Environmental Affairs Committee, as requested by Administration.

Council referred a resolution from CPAC to the Health, Social and Environmental Affairs Committee to determine what is achievable and what is not.

Councilor McDowell said we will forward the revised Boards and Commissions Handbook to the members of Council for review and feedback.

PUBLIC INPUT

No one appeared at this time.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Herbert, Council voted unanimously to enter into executive session at 4:42 p.m. for the discussion of **Items 33 and 34**.

33. Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property pursuant to S.C. Code §30-4-70(a)(2)

Gadsden Street Property

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

Jessica Kolp v. City of Columbia



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 21, 2023**

ADJOURNMENT

The meeting was adjourned at 5:20 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 7, 2023

The Columbia City Council conducted a meeting on Tuesday, March 7, 2023 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:05 p.m. and the following members were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., The Honorable William Brennan, The Honorable Aditi Bussells, and The Honorable Tina N. Herbert. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. The meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

The Honorable Edward H. McDowell, Jr. offered the invocation.

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

No one appeared at this time.

CITY MANAGER'S RECOGNITIONS

Ms. Teresa Wilson, City Manager reported that Rapid Shelter Columbia is full. The 50 units are occupied, five individuals have been permanently housed and a sixth individual will receive housing tomorrow through MIRCI. We have 11 clients who are employed and all clients are receiving various wraparound services. We are thankful for our provider partnerships. We also have people in the community who have chosen to support the good works of Rapid Shelter Columbia. We are working with the CPD Foundation to act as temporary fiscal agent for donations. The Capital City Club recently chose Rapid Shelter Columbia to receive the proceeds from their Black History Month Program. Manager David Colucci and Ms. Arne Hardy are here today to present a \$2,000 check to the City of Columbia for Rapid Shelter Columbia.

Councilor Bussells thanked the Capital City Club and their members. This is a wonderful example of what we are trying to do. It is easy to get discouraged because the work is hard. To see our community rally behind us is meaningful and it speaks to how people want to play a role in making sure our neighbors are taken care of. These dollars will be well spent towards making sure this chronically unsheltered population will have the resources they need.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 7, 2023

Ms. Teresa Wilson, City Manager recognized Fire Captain William Cunningham, Senior Firefighter Patrick Hayes, Senior Firefighter William Harrellson, and Firefighter Robert Ford, Jr., who is away on military leave. These firefighters are being recognized for the actions they took to save the life of a man on January 12, 2023 at the Blue Marlin Restaurant. For their heroic actions, they were recently recognized with the Columbia Fire Department's Phoenix Award. Today, they are the first recipients of the City of Columbia's Safety Medallion of Honor.

PRESENTATIONS

1. Project Unity USA Update - Mr. Bruce A. Trezevant, Founder and CEO of Project Unity USA

Mr. Bruce A. Trezevant, Founder and CEO of Project Unity USA said we teamed up with the Marshall's Service, the FBI and 12 other law enforcement agencies throughout the state of South Carolina to host a statewide gun buyback program. We contacted every corvette group in this state. We will all go to the State House on July 15, 2023 to launch our statewide gun buyback initiative. We estimate that this will cost \$250,000 and we are going to raise money through corporate funding. We are asking the cities and counties for strong letters of recommendation.

CONSENT AGENDA ITEMS 2 THROUGH 16

Upon a single motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve the **Consent Agenda Items 2 through 16**.

2. Council is asked to approve the Purchase of Two (2) 2023 Dodge Ram 1500 Quad Cab Trucks for Columbia Water, as requested by the Fleet Services Division on February 13, 2023. Award to Performance Automotive Group, dba as Performance Chrysler Dodge Jeep Ram using the SC State Contract in the amount of \$80,559.54. This vendor is located in Clinton, NC. – *Approved*

Funding Source: Utilities Water Distribution & Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516203-658500). The original budget amount is \$80,559.54.

3. Council is asked to approve the Purchase of a 2024 Peterbilt Truck with a 29 Cubic Yard Collecstar for the Public Works Department, as requested by the Fleet Services Division on February 16, 2023. Award to Peterbilt of Knoxville, dba The Peterbilt Store-Columbia using the Sourcwell Contract in the amount of \$366,287.00. This vendor is located in Knoxville, TN. – *Approved*



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 7, 2023

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$366,287.00.

4. Council is asked to approve a new Contract to Modernize and Replace Equipment for Two Elevators at the Lady Street Parking Garage and One Elevator at the Sumter Street Parking Garage, as requested by the Support Services Division on February 3, 2023. Award to Otis Elevator using the OMNIA Partners Cooperative Agreement in the amount of \$740,685.60. This vendor is located in West Columbia, SC. – *Approved*

Funding Source: Parking Improvement Project Control - Capital Project Costs - Elevator Modern/Lady & Sumter (5329999-658650-PG210002). The original budget amount is \$740,685.60.

5. Council is asked to approve Contract Amendment #2 for Project SS7497; Mill Creek Pump Station Miscellaneous Improvements, as requested by Columbia Water on January 26, 2023. Award to Weston and Sampson Engineers, Inc., in the amount of \$52,000.00. This amendment extends the agreement from July 1, 2024 to December 31, 2024. This firm is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects - Mill Creek Pump Station Miscellaneous Improvements - Capital Project Costs (5529999-SS749701-658650). The original budget amount is \$294,115.00. The budget amount for this amendment is \$52,000.00. The total revised budget amount is \$346,115.00.

This is a Clean Water 2020 Program project and a Mentor Protégé Program project. Weston and Sampson Engineers, Inc., is the mentor and will provide engineering services to evaluate and perform an alternative analysis to increase the pumping capacity of the pump station at 76.31% (\$39,680.00) of the amendment amount.

Carper Civil Consulting, a Minority Business Enterprise (W) located in Columbia, SC, is the protégé and will provide technical memorandum preparation assistance services at 8.31% (\$4,320.00) of the amendment amount.

The following subconsultant will provide additional services:

Howard Engineering, a Minority Business Enterprise (W) located in Marietta, GA, will provide electrical engineering services at 15.38% (\$8,000.00) of the amendment amount.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 7, 2023**

6. Council is asked to approve Contract Amendment #3 for Project SS7424; Broad River 02 Sewer System Evaluation Study and Sewer Rehabilitation Services, as requested by Columbia Water on February 10, 2023. Award to AECOM in the amount of \$212,560.00. This amendment extends the agreement from July 1, 2023 to June 30, 2024. This firm is located in Columbia, SC. – *Approved*

Funding Source: Water & Sewer Capital Projects, Capital Project Costs (5529999-SS728801-658650). The original budget amount is \$1,522,423.00. The budget amount for this amendment is \$212,560.00. The total revised budget amount is \$1,734,983.00.

This is a Clean Water 2020 Program project and a Mentor Protégé Program project. AECOM is the mentor and will provide general services during construction that includes construction administration, along with construction observation and inspection services at 79.66% (\$169,315.00) of the amendment amount.

DESA, Inc., a Minority Business Enterprise (W) located in Columbia, SC, is the protégé and will provide construction administration and observation services at 20.34% (\$43,245.00) of the amendment amount.

7. Council is asked to approve a new Professional Services Agreement for Project SS7619; Construction Administration and Observation Services for Annual Pipe Rehabilitation, as requested by Columbia Water on January 17, 2023. Award to Weston and Sampson in an amount not to exceed \$360,438.00. The term of this agreement is one year. This firm is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects - Annual Pipe Rehabilitation - Capital Project Costs (5529999-SS761901-658650). The original budget amount is \$360,438.00.

This is a Mentor Protégé Program project. Weston and Sampson is the mentor and will provide project management, scheduling, and technical training at 71.15% (\$256,438.00) of the total contract amount.

CES Group Engineers, LLP, a Minority Business Enterprise (W), located in Columbia, SC, is the protégé and will provide construction observation and inspection services at 28.85% (\$104,000.00) of the total contract amount.

8. Council is asked to approve a new Professional Services Agreement for Project WM3872; Water System Improvements along Rimer Pond Road and Hardscrabble Road, as requested by Columbia Water on January 26, 2023. Award to W. K. Dickson and Company, Inc. in an amount not to exceed \$541,189.00. The term of this agreement is for eighteen months with two optional one-year renewal periods. This firm is located in Columbia, SC. – *Approved*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 7, 2023

Funding Source: Water and Sewer Capital Projects - Water Main Rimer Pond Road and Hardscrabble - Professional Services for Capital Project (5529999-WM387201-658660). The original budget amount is \$541,189.00.

This is a Mentor Protégé Program project. W. K. Dickson and Company, Inc. is the mentor and will provide design, easement assistance, permitting assistance and project administration services at 62.63% (\$338,946.00) of the total contract amount.

Palmetto Consulting Engineering Group, Inc., a Minority Business Enterprise (W), located in Chapin, SC, is the protégé and will provide construction observation and survey and permitting services at 36.26% (\$196,243.00) of the total contract amount.

The following subconsultant will provide additional services:

S & ME, Inc., located in Raleigh, NC, will provide geotechnical exploration and construction materials testing services at 1.11% (6,000.00) of the total contract amount.

9. Council is asked to approve additional funding for Indefinite Delivery Contracts (IDC's) for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water on February 1, 2023. Award to Lake Murray Utility Company, Inc. of Chapin, SC, G.H. Smith Construction, Inc. of Columbia, SC, and Carolina Tap and Bore, Inc. of West Columbia, SC in the total amount of \$900,000.00. – *Approved*

Funding Source: Utilities Water Distribution & Maintenance Special Projects (5516203-638500). The budget amount for these amendments is \$900,000.00.

Projects awarded under these Indefinite Delivery Contracts from the Columbia Water Preapproved Contractors Listing will utilize the Mentor Protégé Program, requiring a minimum 20% of the project to be completed by the Protégé.

10. Ordinance No.: 2023-015 - Granting an encroachment to Naman Gervais, LLC for the use of the right of way areas of the 400 block of Gervais Street, the 1100 block of Huger Street, the 400 block of Senate Street and the 1100 block of Williams Street for the installation and maintenance of sidewalks, curb cuts, four on-street parking spaces, landscaping and irrigation adjacent to 400 Gervais Street, Richland County TMS# 08912-11-01, 08912-11-02 and 08912-11-04 – *Approved on second reading.*

First reading approval was given on February 21, 2023.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 7, 2023**

11. Ordinance No.: 2023-026 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article III, Flood Damage Prevention, Division 3, Flood Hazard Reduction, Section 21-172, Specific Standards – *Approved on second reading.*

The City of Columbia participates in the Community Rating System (CRS) for FEMA. This update in the ordinance is required to comply with FEMA's standards. Furthermore, it will improve our rating and benefit the City of Columbia citizens who will have to pay less on their flood insurance.

First reading approval was given on February 21, 2023.

12. Ordinance No.: 2023-027 - Granting an encroachment to Naromi, LP, for the use of the right of way areas of the 100 block of Earth Road and the 300 block of Spears Creek Church Road for the installation and maintenance of four curb cuts and sidewalks adjacent to 185 Earth Road, Richland County TMS#25700-04-02 – *Approved on second reading.*

First reading approval was given on February 21, 2023.

13. Resolution No.: R-2023-014 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Chaye Alexander presents Live on Boyd Plaza featuring Letron Branley & Friends on Sunday, April 23, 2023 – *Approved*
14. Resolution No.: R-2023-015 - Authorizing consumption of beer, wine and liquor within Boyd Plaza adjacent to the Columbia Museum of Art for Contemporaries Brunch – Sunday Funday with the Contemporaries on Sunday, March 26, 2023 – *Approved*
15. Resolution No.: R-2023-016 - Authorizing consumption of beer, wine and liquor within Boyd Plaza adjacent to the Columbia Museum of Art for the Art Blossom Fundraiser on Wednesday, May 10, 2023 through Sunday, May 14, 2023 – *Approved*
16. Resolution No.: R-2023-021- Authorizing consumption of beer and wine beverages only at First Thursday on Main Street and ratifying the City Manager's authorization of the March 2, 2023 event – *Approved*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 7, 2023**

ORDINANCES - SECOND READING

17. Ordinance No.: 2023-025 - Authorizing the Issuance and Sale by the City of Columbia, South Carolina, of its not exceeding \$11,500,000 General Obligation Bonds, Series 2023 or such other appropriate series designation, and, pending the issuance of such bonds, authorizing the issuance and sale of General Obligation Bond Anticipation Notes, in one or more series, issued in anticipation thereof, for the purpose of funding various capital projects to include the Finlay Park Revitalization and Construction Project; fixing the form and details of the bonds or notes; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters relating to the bonds or notes; providing for the payment of the bonds or notes and the disposition of the proceeds thereof; and other matters relating thereto – *Approved on second reading.*

First reading approval was given on February 21, 2023.

Attorney Estimated Costs of Issuance		
Service	Provider	Cost
Co-Bond Counsel and Tax Counsel	Burr & Foreman LLP (Michael Seezen, Ryan Gentry, Jeff Allen)	\$102,500 - \$122,500
Co-Bond Counsel	Johnson, Toal & Battiste, PA (George Johnson)	\$40,000 - \$50,000

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give second reading approval to Ordinance No.: 2023-025 - Authorizing the Issuance and Sale by the City of Columbia, South Carolina, of its not exceeding \$11,500,000 General Obligation Bonds, Series 2023 or such other appropriate series designation, and, pending the issuance of such bonds, authorizing the issuance and sale of General Obligation Bond Anticipation Notes, in one or more series, issued in anticipation thereof, for the purpose of funding various capital projects to include the Finlay Park Revitalization and Construction Project; fixing the form and details of the bonds or notes; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters relating to the bonds or notes; providing for the payment of the bonds or notes and the disposition of the proceeds thereof; and other matters relating thereto.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 7, 2023**

ORDINANCES - FIRST READING

18. Ordinance No.: 2023-030 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Subtext, Richland County TMS #08910-03-2B, TMS #08910-03-03, TMS #08910-03-04, TMS #08910-03-01 and TMS #08910-03-02A) – *Approved on first reading.*

Economic and Community Development Committee Recommendation: 12/13/22; Approval (3-0)

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted five to one [5 to 1] to give first reading approval to Ordinance No.: 2023-030 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Subtext, Richland County TMS #08910-03-2B, TMS #08910-03-03, TMS #08910-03-04, TMS #08910-03-01 and TMS #08910-03-02A). Voting aye were Ms. Herbert, Dr. Bussells, Mr. McDowell, Mr. Duvall, and Mayor Rickenmann. Mr. Brennan voted nay.

19. Ordinance No.: 2023-035 - Granting an encroachment to Time to Shine Car Wash, Inc., for the use of the right of way areas of the 2000 block of Gervais Street and the 1000 block of Laurens Street for the installation and maintenance of new pavement, pavement markings, sidewalks, landscaping and irrigation adjacent to 2006 Gervais Street, Richland County TMS# 11406-12-01 – *Approved on first reading.*

Councilor Duvall asked if Laurens Street goes on both sides of the railroad berm and is this going to be on one side or the other.

Ms. Krista Hampton, Director of Planning and Development Services said it will be just the side that the development is located on. They are paving the street at the entrance to the carwash. There is curb and gutter on both sides, paving and sidewalk improvements as it enters on Gervais Street.

Upon a motion made by Dr. Bussells and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to Ordinance No.: 2023-035 - Granting an encroachment to Time to Shine Car Wash, Inc., for the use of the right of way areas of the 2000 block of Gervais Street and the 1000 block of Laurens Street for the installation and maintenance of new pavement, pavement markings, sidewalks, landscaping and irrigation adjacent to 2006 Gervais Street, Richland County TMS# 11406-12-01.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 7, 2023**

20. Ordinance No.: 2023-036 - Granting an encroachment to the Municipal Association of South Carolina for the use of the right of way area of the 1400 block of Gervais Street for the installation and maintenance of planters, landscaping and irrigation adjacent to 1411 Gervais Street, Richland County TMS#11401-04-05 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to Ordinance No.: 2023-036 - Granting an encroachment to the Municipal Association of South Carolina for the use of the right of way area of the 1400 block of Gervais Street for the installation and maintenance of planters, landscaping and irrigation adjacent to 1411 Gervais Street, Richland County TMS#11401-04-05.

RESOLUTIONS

21. Resolution No.: R-2023-013 - Authorizing the City Manager to execute a First Amendment of Option to Purchase (Partial Assignment of Ground Lease) to consummate the purchase of 1117 Washington Street, Richland County TMS #09013-04-09 between the City of Columbia and MS Joint Venture. - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2023-013 - Authorizing the City Manager to execute a First Amendment of Option to Purchase (Partial Assignment of Ground Lease) to consummate the purchase of 1117 Washington Street, Richland County TMS #09013-04-09 between the City of Columbia and MS Joint Venture.

CITY COUNCIL COMMITTEE REPORTS, REFERRALS AND NEW BUSINESS

Councilor Bussells reported that the Health, Social and Environmental Affairs Committee met on February 28, 2023. We started with an update on the senior health and wellness programs and community partnerships with the Lourie Center. There is a proposal to move the Lourie Center under the city. It was the committee's directive to move forward with understanding the true cost to the city if we were to move forward with that. We would like more information. We received a presentation on drinking water regulatory limits that may be coming down from the EPA. We received a Rapid Shelter Columbia update. I would like to refer a discussion to the Council Legislative Committee on how to engage our federal delegation to look at ways in which we can address the formula associated with the HUD funding we receive and to request a direct allocation to the City of Columbia. Later this month, Council will receive the proposed meal sharing ordinance that has been vetted by many of our task force members and members of the committee.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 7, 2023

This will address the duplication of efforts and our need to streamline the meal sharing opportunities happening in public spaces across the city.

PUBLIC INPUT

Ms. Christine Hait, League of Women Voters of the Columbia Area said we are a non-partisan organization that works to engage citizens in the democratic process and to promote voter participation. I want to recognize Missy Caughman who serves as the League's government liaison. I had a wonderful conversation with Erika Hammond. She was one of my students and I am proud of the work she does here. I have been here for a number of meetings. I am a member of the League's observation core. We write summaries of the discussions and actions that take place at the meetings we attend. I am the volunteer observer for the Columbia City Council. I want to thank you for the attention that you give to issues and concerns of the residents of Columbia. That is the kind of action we look for. I am also here to let you know that the League maintains Vote411.org which serves as an online voter guide. Please encourage voters to use this website.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to enter into Executive Session at 4:51 p.m. for the discussion of **Item 22**.

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

Project Tango
Project Connect

ADJOURNMENT

The meeting was adjourned at 5:30 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: Columbia-Richland 911 Communications

FROM: *Wendy Royal, Interim Director of Telecommunications*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Connecting Our Community

ATTACHMENTS:

- **#a:** Telecommunicator Week Proclamation (PDF)



**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 2023 National Telecommunicators Week with a variety of activities during the week of April 9-15, 2023; 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 9, 2023 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

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

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



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: Community Development

FROM: Missy Gentry, Assistant City Manager

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

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

FOCUS AREAS: Enhancing Columbia's Neighborhoods

To recognize the week of April 10-14, 2023 as the National Community Development Week.

ATTACHMENTS:

- **#a:** 2023 Proclamation CD Week-2 (DOCX)



We Are Columbia

City of Columbia A Proclamation

WHEREAS, the week of April 10-14, 2023, has been designated as National Community Development Week by the National Community Development Association to celebrate the 49th anniversary of the Community Development Block Grant (CDBG) Program and the 31st anniversary of the HOME Investment Partnerships (HOME) Program; and,

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

WHEREAS, this year, City of Columbia Community Development Department will be recognized for their continued support to develop and implement creative community-based strategies to enhance economic opportunity, build strong neighborhoods, and ensure a dynamic framework for quality growth and development." Over the past three years, Community Development CDBG funds spent \$3,588,449.68 and has funded a variety of projects that have directly benefited our citizens and neighborhoods to include the Maintenance Assistance program (MAP) Rehabilitation (now known as SHINE), Edisto Place, Hyatt and T.S. Martin Parks; resurfacing in Booker Washington Heights and various other activities throughout our communities

NOW, THEREFORE BE IT RESOLVED, that the City of Columbia urges Congress and the Administration to recognize the outstanding work being done locally and nationally by the Community Development Block Grant Program and the HOME Investment Partnerships Program by supporting funding for both programs in Fiscal Year 2023/2024; and encourages all members of the Midlands community to work together to stamp out housing discrimination.

BE IT FURTHER RESOLVED that the City of Columbia designates the week of April 10-14, 2023, as **National Community Development Week**.

Daniel J. Rickenmann
Mayor

Tina N. Herbert
District I, Council Member

Dr. Aditi Bussells
At-Large, Council Member

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

Edward McDowell, Jr.
District II, Council Member

TBA
District IV, Council Member

Will Brennan
District III, Council Member



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: Community Development

FROM: Missy Gentry, Assistant City Manager

SUBJECT: National Fair Housing & Financial Literacy Month
Proclamations - The Honorable Daniel J. Rickenmann, Mayor

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

FOCUS AREAS: Empowering Our Residents

To recognize the month of April as National Fair Housing and Financial Literacy Month.

ATTACHMENTS:

- **#a:** 2023-1 Financial Lit Fair Housing Proclam (DOC)



City of Columbia A Proclamation

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

WHEREAS, On March 2004, the Senate passed Resolution 316 that officially recognized April as National Financial Literacy Month to raise the awareness, highlight the importance of financial literacy and teach individuals how to establish and maintain healthy financial habits. Financial Literacy helps Columbia's residents understand the importance of managing their personal finances in terms of budgeting, credit building and affordable banking products; and,

WHEREAS, The month of April has been designated National Financial Literacy Month, the City of Columbia will recommit to improving our financial literacy efforts and ensure all Columbia residents have access to trustworthy financial services and products; and,

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

WHEREAS, The City of Columbia encourages our residents to attend credit counseling workshops to help better sustain a healthy credit score.

THEREFORE, I, Daniel J. Rickenmann, Mayor of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim April 2023 as

“National Fair Housing & Financial Literacy Month”

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

Daniel J. Rickenmann
Mayor

Tina N. Herbert
District I, Council Member

Dr. Aditi Bussells
At-Large, Council Member

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

Edward McDowell, Jr.
District II, Council Member

TBA
District IV, Council Member

Will Brennan
District III, Council Member



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Interim Director

SUBJECT: Council is asked to approve the purchase of Cisco Secure Firewall, as requested by the Information Technology Department on March 2, 2023. Award to SHI International using the SC State Contract in the amount of \$116,473.60. The vendor is located in Piscataway, NJ.

REQUISITION NO.: R221062

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Technology Replacement - Computer/Elect Equipment-Capital (6218954-658600), \$99,224.40; Technology Replacement - Computer Equipment/Hardware (6218954-627500) \$17,249.20. The original budget amount is \$116,473.60

CLEAN WATER 2020?: No

We respectfully request Council's approval for this purchase using the SC State Contract# 440002730, Vendor, SHI International, at the following cost.

Cisco Secure Firewall	
Base Price	\$107,845.92
SC State Taxes	\$8,627.68
Total	\$116,473.60

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

ATTACHMENTS:

- **#a:** SC State Contract #4400027301 (PDF)
- **#b:** SHI Award Letter (PDF)
- **#c:** SHI international Quote2 (PDF)



PROCUREMENT SERVICES

Refresh

Contract 4400027301

[Back to Initial Screen](#)

Validity Start 10/26/2021

Validity End 10/19/2026

Target Value \$ 1,000,000.00

Bid Invitation [5400021841](#)

Contract Notes

Vendor 7000178284

Vendor Address SHI INTERNATIONAL CORP

PO Box 952121

DALLAS TX 75395-2121

District DALLAS

Telephone (888) 764-8888

Minority Status Not Applicable

Home Page <http://www.publicsector.shidirect.com/>

E-mail carolinateam@shi.com

Fax Number

Other URL <http://www.shi.com>

Vendor Contacts

3 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
WITT, JOHN	Primary Contact	(704) 451-5278	john_witt@shi.com
WITT, JOHN	Emergency Contact	(888) 764-8888	john_witt@shi.com
WITT, JP	ACCOUNT EXECUTIVE SOUTH CAROLINA	(704) 451-5278	john_witt@shi.com

Attachments

One Attachment found.

Attachment Title

Date/Time Posted
10/15/2021 03:34:02 PM

[Intent to Award.docx](#)

Contract Items

One Item found.

Item Pricing

00001 Cisco Products

Material Group: 20400 - computer hardware and peripherals for microcomputers

Agency: Statewide

STATE OF SOUTH CAROLINA
SFAA, DIV. OF PROCUREMENT SERVICES, MMO
1201 MAIN STREET, SUITE 600
COLUMBIA SC 29201

Intent to Award

Posting Date: October 15, 2021

Solicitation: 5400021841

Description: STC-CISCO HARDWARE & SOFTWARE PRODUCTS

Agency: Statewide Term Contract

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective 10/26/2021. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

CERTIFICATES OF INSURANCE COVERAGE TO BE FURNISHED PRIOR TO COMMENCEMENT OF SERVICES UNDER CONTRACT.

If you are aggrieved in connection with the award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

Contract Number: 4400027302

Awarded To: DISYS SOLUTIONS INC (7000180079)
44670 CAPE COURT SUITE 100
ASHBURN VA 20147

Total Potential Value: \$ 1,000,000.00

Maximum Contract Period: October 26, 2021 through October 19, 2026

Contract Number: 4400027300

Awarded To: PRESIDIO NETWORKED SOLUTIONS LLC (7000175727)
801 SILVERPOINT ROAD
CHAPIN SC 29036

Total Potential Value: \$ 1,000,000.00

Maximum Contract Period: October 26, 2021 through October 19, 2026

Contract Number: 4400027303

Awarded To: ROVE LLC (7000234588)
3201 INTERNATIONAL AIRPORT DR SUITE 100
CHARLOTTE NC 28208

Total Potential Value: \$ 1,000,000.00

Maximum Contract Period: October 26, 2021 through October 19, 2026

Contract Number: 4400027301

Awarded To: SHI INTERNATIONAL CORP (7000178284)
PO Box 952121
DALLAS TX 75395-2121

Total Potential Value: \$ 1,000,000.00

Maximum Contract Period: October 26, 2021 through October 19, 2026

Contract Number: 4400027289

Awarded To: SIRIUS COMPUTER SOLUTIONS INC (7000077072)
10100 REUNION PLACE, SUITE 500
SAN ANTONIO TX 78216

Total Potential Value: \$ 1,000,000.00

Maximum Contract Period: October 26, 2021 through October 19, 2026

Procurement Officer
CAROL NORFLEET



Pricing Proposal
Quotation #: 23175381
Created On: 3/6/2023
Valid Until: 3/31/2023

SC-City of Columbia

Cory Williams

P.O.BOX 147
ACCOUNTING DEPT
COLUMBIA, SC 29217
United States
Phone: (803) 737-4264
Fax:
Email: cory.williams@columbiasc.gov

Inside Account Manager

Jack Zofcin

290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-507-1540
Fax:
Email: Jack_Zofcin@SHI.com

All Prices are in US Dollar (USD)



Product	Qty	Your Price	Total
1 Cisco Secure Firewall 3105 NGFW Appliance, 1U Cisco Systems - Part#: FPR3105-NGFW-K9 Contract Name: Network Hardware Contract #: 4400027301	4	\$9,380.00	\$37,520.00
2 SOLN SUPP 24X7X4 Cisco Secure Firewal Cisco Systems - Part#: CON-SSSNP-FPR3105N Contract Name: Network Hardware Contract #: 4400027301	4	\$13,588.61	\$54,354.44
3 Cisco Secure Firewall 3K Series 400W AC Power Supply Cisco Systems - Part#: FPR3K-PWR-AC-400 Contract Name: Network Hardware Contract #: 4400027301	4	\$1,314.31	\$5,257.24
4 10GBASE-SR SFP Module, Enterprise-Class Cisco Systems - Part#: SFP-10G-SR-S Contract Name: Network Hardware Contract #: 4400027301	32	\$334.82	\$10,714.24
Total			\$107,845.92

Additional Comments

This quote contains a Cisco Security Product. Please see Cisco's EULA (Web Address Below). Terms and Conditions are subject to change at Cisco's discretion. By Submitting a PO against this quote, you hereby agree that your use of the software/products will be subject to the EULA term set forth at

This quote contains a Cisco Security Product. Please see Cisco's [EULA Terms and Conditions](#). Terms and Conditions are subject to change at Cisco's discretion. Submitting a PO constitutes an agreement to the EULA.
Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

All orders for Cisco equipment and related software and services submitted, beginning on December 29, 2021, are non-cancelable and cannot be modified starting 45 days prior to the scheduled ship dates. Non-cancelable orders are not eligible for RMA for credit.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.





We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Interim Director

SUBJECT: Council is asked to approve the purchase of Cisco Security Licenses and Subscriptions, as requested by the Information Technology Department on March 2, 2023. Award to SHI International using the SC State Contract in the amount of \$133,773.72. The vendor is located in Piscataway, NJ.

REQUISITION NO.: R221077

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Geographic Information System-Maintenance and Service Contract (5511121-638200), \$99,476.54; Information Technology- Maintenance and Service Contract (1011120-638200), \$34,297.18. The original budget amount is \$133,773.72

CLEAN WATER 2020?: No

We respectfully request Council's approval for this purchase using the SC State Contract# 4400027301, Vendor, SHI International, at the following cost.

Security EA 2.0 Choice AnyConnect Apex License 10pk	
Base Price	\$124,657.15
SC State Taxes	\$9,116.57
Total	\$133,773.72

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

ATTACHMENTS:

- **#a:** SC State Contract #4400027301 (PDF)
- **#b:** SHI International Quote.. (PDF)
- **#c:** SHI Awards Letter (PDF)



PROCUREMENT SERVICES

Refresh

Contract 4400027301

[Back to Initial Screen](#)

Validity Start 10/26/2021

Validity End 10/19/2026

Target Value \$ 1,000,000.00

Bid Invitation [5400021841](#)

Contract Notes

Vendor 7000178284

Vendor Address SHI INTERNATIONAL CORP

PO Box 952121

DALLAS TX 75395-2121

District DALLAS

Telephone (888) 764-8888

Minority Status Not Applicable

Home Page <http://www.publicsector.shidirect.com/>

E-mail carolinateam@shi.com

Fax Number

Other URL <http://www.shi.com>

Vendor Contacts

3 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
WITT, JOHN	Primary Contact	(704) 451-5278	john_witt@shi.com
WITT, JOHN	Emergency Contact	(888) 764-8888	john_witt@shi.com
WITT, JP	ACCOUNT EXECUTIVE SOUTH CAROLINA	(704) 451-5278	john_witt@shi.com

Attachments

One Attachment found.

Attachment Title

Date/Time Posted
10/15/2021 03:34:02 PM

[Intent to Award.docx](#)

Contract Items

One Item found.

Item Pricing

00001 Cisco Products

Material Group: 20400 - computer hardware and peripherals for microcomputers

Agency: Statewide



Pricing Proposal
 Quotation #: 22967450
 Created On: 1/16/2023
 Valid Until: 3/31/2023

SC-City of Columbia

Sylvia White

1737 Main Street
 Columbia, SC 29217
 UNITED STATES
 Phone: 803-545-3026
 Fax: (803) 737-4228
 Email: swhite@columbiasc.net

Inside Account Manager

Jack Zofcin

290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 732-507-1540
 Fax:
 Email: Jack_Zofcin@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Security EA 2.0 Choice AnyConnect Apex License 10pk Cisco Systems - Part#: E2SF-A-AC-APEX-10 Contract Name: Network Hardware Contract #: 4400027301	150	\$64.00	\$9,600.00
2 Cisco Security EA 2.0 Choice ISE Essentials Subscription 10p Cisco Systems - Part#: E2SF-I-ISE-ESS-10 Contract Name: Network Hardware Contract #: 4400027301	200	\$58.00	\$11,600.00
3 Cisco Security EA 2.0 Choice ISE Premier Subscription 10pk Cisco Systems - Part#: E2SF-I-ISE-PREM-10 Contract Name: Network Hardware Contract #: 4400027301	150	\$406.67	\$61,000.50
4 Security EA 2.0 Choice ISE 3.0 Device Admin TACACS License Cisco Systems - Part#: E2SF-I-ISE3-ADM Contract Name: Network Hardware Contract #: 4400027301	2	\$5,350.00	\$10,700.00
5 Sec EA 2.0 Choice FPR1120 Threat Defense Threat, Malware,URL Cisco Systems - Part#: E2SF-F-FPR1120T Contract Name: Network Hardware Contract #: 4400027301	5	\$6,351.33	\$31,756.65
Total			\$124,657.15

Additional Comments

This quote contains a Cisco Security Product. Please see Cisco's EULA (Web Address Below). Terms and Conditions are subject to change at Cisco's discretion. By Submitting a PO against this quote, you hereby agree that your use of the software/products will be subject to the EULA term set forth at

This quote contains a Cisco Security Product. Please see Cisco's [EULA Terms and Conditions](#). Terms and Conditions are subject to change at Cisco's discretion. Submitting a PO constitutes an agreement to the EULA.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

All orders for Cisco equipment and related software and services submitted, beginning on December 29, 2021, are non-cancelable and cannot be modified starting 45 days prior to the scheduled ship dates. Non-cancelable orders are not eligible for RMA for credit.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business, TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

STATE OF SOUTH CAROLINA
SFAA, DIV. OF PROCUREMENT SERVICES, MMO
1201 MAIN STREET, SUITE 600
COLUMBIA SC 29201

Intent to Award

Posting Date: October 15, 2021

Solicitation: 5400021841

Description: STC-CISCO HARDWARE & SOFTWARE PRODUCTS

Agency: Statewide Term Contract

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective 10/26/2021. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

CERTIFICATES OF INSURANCE COVERAGE TO BE FURNISHED PRIOR TO COMMENCEMENT OF SERVICES UNDER CONTRACT.

If you are aggrieved in connection with the award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

Contract Number: 4400027302

Awarded To: DISYS SOLUTIONS INC (7000180079)
44670 CAPE COURT SUITE 100
ASHBURN VA 20147

Total Potential Value: \$ 1,000,000.00

Maximum Contract Period: October 26, 2021 through October 19, 2026

Contract Number: 4400027300

Awarded To: PRESIDIO NETWORKED SOLUTIONS LLC (7000175727)
801 SILVERPOINT ROAD
CHAPIN SC 29036

Total Potential Value: \$ 1,000,000.00

Maximum Contract Period: October 26, 2021 through October 19, 2026

Contract Number: 4400027303

Awarded To: ROVE LLC (7000234588)
3201 INTERNATIONAL AIRPORT DR SUITE 100
CHARLOTTE NC 28208

Total Potential Value: \$ 1,000,000.00

Maximum Contract Period: October 26, 2021 through October 19, 2026

Contract Number: 4400027301

Awarded To: SHI INTERNATIONAL CORP (7000178284)
PO Box 952121
DALLAS TX 75395-2121

Total Potential Value: \$ 1,000,000.00

Maximum Contract Period: October 26, 2021 through October 19, 2026

Contract Number: 4400027289

Awarded To: SIRIUS COMPUTER SOLUTIONS INC (7000077072)
10100 REUNION PLACE, SUITE 500
SAN ANTONIO TX 78216

Total Potential Value: \$ 1,000,000.00

Maximum Contract Period: October 26, 2021 through October 19, 2026

Procurement Officer
CAROL NORFLEET



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Interim Director

SUBJECT: Council is asked to approve the purchase of four (4) Trailer Attenuators with Arrowboard, as requested by Columbia Water on January 9, 2023. Award to Street Smart Rental in the amount of \$126,848.00. The vendor is located in Columbus, MN.

REQUISITION NO.: R220260, R220261

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Water Distribution & Maintenance - Auto, Trucks, Heavy Equipment & Capital (5516203-658500) \$63,424.00; Utilities Wastewater Maintenance - Machinery & Equipment Capital (5516205-658300) \$63,424.00.

CLEAN WATER 2020?: No

There were four (4) responsive and responsible bids received for this solicitation under BID021-22-23-HAR.

Base Bid	\$ Unit Price	Qty	Extended Price
Attenuator with Arrowboard	\$28,900.00	4	\$115,600.00
Shipping	\$2000.00 for all 4		\$2,000.00
	Taxes		\$9,248.00
Total			\$126,848.00

ATTACHMENTS:

- **#a:** Bid021-22-23-HAR (PDF)
- **#b:** Bid Tabulation (PDF)
- **#c:** Attenuator Purchase Memorandum (PDF)

Submit Responses Online using the City of Columbia's online bidding system, https://columbiasc.ionwave.net Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION TO BID BIDDER ACKNOWLEDGEMENT	
Date: February 10, 2023	Bids will be opened at 2:00 P.M. ET on March 3, 2023 and may not be withdrawn within 60 days after such date and time.		Bid No: BID021-22-23-HAR
Bid Title: Scorpion II TL-3 Trailer with 15 Lamp Arrow Board 48"x96" 15' Powercord		Reason For No Bid:	
Contractor Name: Street Smart Rental, LLC			
Contractor Mailing Address: 6811 137th Ave NE			
City-State-Zip: Columbus, MN, 55025			
Telephone No: 651-653-4648			
Fax No: N/A		Ryan Kilpatrick AUTHORIZED SIGNATURE (MANUAL)  Gov Sales Specialist AUTHORIZED SIGNATURE/TITLE (TYPED) rkilpatrick@streetsmartrental.com E-MAIL ADDRESS	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.			
General Conditions			
Electronic Bids: All bids must be submitted using the eBidcolumbiasc System. Bids not submitted on the eBidcolumbiasc system may be rejected. All bids are subject to the conditions specified herein. Bids which do not comply with these conditions are subject to rejection. 1. EXECUTION OF BID: Bid must be submitted online by an authorized representative 2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments. 3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone. 4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern. C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories (UL) labels where appropriate. E. Invoicing & Payment: The vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order. 5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement & Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.			

General Conditions Continued

6. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the City of Columbia in response to requests in full compliance with this provision.
7. **CONFLICT OF INTEREST:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Columbia or any of its agencies. Further, all bidders must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.
8. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined that there is no competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.
9. **SERVICE & WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
10. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number, and item reference. Samples of successful bidder's item(s) may remain on file with the Department of Procurement & Contracts for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Columbia.
11. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** Item(s) may be tested for compliance with specifications under the direction of the Department of Procurement & Contracts, or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public record and open to examination. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting Vendor. Any violation of these stipulations may also result in:
- A. Suppliers name being removed from the Department of Procurement & Contracts' vendor mailing list.
 - B. All City divisions being advised not to do business with the supplier without written approval from the Department of Procurement & Contracts until such time as the supplier reimburses the City for all reprocurement and cover costs.
12. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
- A. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - B. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
 - C. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
 - D. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
13. **PATENTS & ROYALTIES:** The bidder, without exception, shall indemnify and hold harmless the City of Columbia and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Columbia. If the bidder uses any design, device or materials covered by letters, copyright or patent, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in anyway involved in the work.
14. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to the City of Columbia. This shall also apply to all in-place equipment or rent or lease plans.
15. **CANCELLATION:** This contract, for the protection of both parties, may be cancelled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.
16. **LIABILITY:** The supplier shall hold and save the City of Columbia, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
17. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.
18. **LITERATURE & PRICE LIST:** The successful bidder must provide a copy of any product literature and price list in excellent quality.
19. **LICENSES AND PERMITS:** It shall be the responsibility of the successful bidder to secure any applicable licenses or permits necessary to do business in the City of Columbia.
20. Upon award to the vendor by the appropriate authority, the terms and conditions contained in the invitation to bid and any attached specifications or other documents attached thereto shall become the contract between the City of Columbia and the vendor.

21. Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

22. If this invitation for bid is for professional services to be rendered by the Vendor/Contractor/ Consultant, the Addendum to the Invitation for Bid for Professional Services shall apply as if fully set forth herein verbatim.

23. Protested solicitations and awards.

(a) Right to protest. Any actual or prospective bidder, offeror, Vendor, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest, setting forth the grievance, shall be submitted in writing within five (5) days after such, aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of award of contract.

(b) Authority to resolve protests: The appropriate procurement officer shall have authority, prior to the commencement of an administrative review, as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, Vendor or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be utilized in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the city.

(c) Decision. If the protest is not resolved by mutual agreement, the appropriate procurement officer shall promptly issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.

(d) Notice of decision. A copy of the decision under subsection (c) of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

(e) Finality of decision. A decision under subsection (c) of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance, to the city manager within 10 days of the decision. The protestant may also request an interview with the city manager.

(f) Request for review. The request for a review shall not stay the contract unless fraudulent.

24. By submitting a bid to the City, the bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the City of Columbia upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to the bidder and its subcontractor(s), or (b) that the bidder and its subcontractor(s) are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Bidder agrees to include in any contracts with its subcontractors' language requiring its subcontractor(s) to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with their sub-subcontractors' language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

An overview is available at www.columbiasc.gov/procurement-contracts

SC ILLEGAL IMMIGRATION REFORM ACT

Chapter 14 of Title 8 of the SC Code of Laws (July 2008). By signing this offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the City of Columbia upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to you and your subcontractors or sub-contractor; or (b) that you and your subcontractors or sub-contractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with their sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

An overview is available at www.columbiasc.gov/procurement-contracts/rules-regulations

LOCAL BUSINESS ENTERPRISE PREFERENCE POLICY

Resolution R-2010-066 adopted and incorporated Local Business Enterprise Preference Policy into the City Procurement Regulations. Whereas, the City of Columbia has a significant interest in encouraging the creation of employment opportunities for residents and businesses located within the Columbia-Orangeburg-Newberry Combined Statistical area ("CSA"). It is in the interest of the City of Columbia to give preference on eligible local projects to local business enterprises having a moderate degree of employment interchange within the CSA. To claim local vendor preference, you must complete the Local Business Enterprise Qualification Statement and upload it with your bid using eBidcolumbiasc. The Combined Statistical Area includes: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland, and Saluda.

An overview is available at www.columbiascwater.net/business-resources/local-business-enterprise-program/

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I. GLOSSARY OF TERMS

Actual Cost: All direct and indirect costs incurred for services, supplies, or construction, as distinguished from estimated or forecasted costs.

Addendum/Addenda: A written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.

Amendment: An agreed addition to, deletion from, correction or modification of a document or contract. To revise or change an existing document; a formal revision, improvement or correction.

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.

Apparent Low Bidder: The label used for a bidder that has been determined to have provided the lowest price in a bid or quote, prior to determination of whether the bid is responsive and from a responsible bidder.

Assignment: Legal transfer of a claim, right, interest or property.

Bid: The response submitted by a bidder to an Invitation for Bids (IFB).

- See also Solicitation

Bidder: A person or entity who submits a bid in response to an Invitation for Bids (IFB), Invitation to Tender (ITT), or other formal solicitation type where price is the primary factor in the evaluation process for award determination.

Capability: The ability of a bidder to fulfill the contract at time of award.

City: City of Columbia, SC, also known as the “Owner” or “Utility”

Contract: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Contractor: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Cost: The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the firm.

Deliverable: The completion of a milestone or the accomplishment of a task. Deliverables are used to measure successful performance.

Descriptive Literature: Information, such as charts, illustrations, brochures, and technical data, furnished by a bidder, on request as part of a bid, to describe the items offered; shows the characteristics or construction of a product, or explains its operation to determine the acceptability of the item.

Functional Specification: A specification setting forth the results required from the supply or service.

Internal Control: A procedure or policy put in place by management to safeguard assets, promote accountability, increase [efficiency](#), and stop fraudulent behavior.

Invitation for Bid (IFB): All documents used to solicit competitive or multi-step sealed bids. *Also known as Invitation to Bid (ITB).*

Late Bid/Proposal: A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

Mandatory: Obligatory, required by order, a provision that may not be waived.

Offeror: The person/entity who submits a proposal in response to an Invitation to BID (IFB). One who makes an offer in response to a solicitation. Term *Bidder* is interchangeably throughout this IFB. *Also see definition of a Responsible and Responsive Offeror/Bidder.*

Pre-Bid/ Pre-Proposal Conference (Meeting): A meeting held by the buyer with potential Bidders/Offerors, prior to the opening of the solicitation for the purpose of answering questions, clarifying any ambiguities and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation. This may result in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable.

Price: The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

Proposal: A proposal is a document submitted by a contractor in response to some type of bid solicitation to be used as the basis for negotiations or for entering into a contract.

Responsible Bidder/Offeror: Also referred to as Responsible Proposer or Respondent. A firm, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to

perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive Bidder/Offeror: Also referred to as Responsive Proposer or Respondent. A firm, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

Service/Services Contract: An agreement calling for a firm’s time and effort. The furnishing of labor, time, or effort by a firm, which may involve to a lesser degree, the delivery or supply of products.

Solicitation: An invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract.

Third Party: Someone who is not one of the two main people involved in a legal agreement but who is still affected by it in some way.

Vendor: A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

(Definitions above provided by the National Institute of Governmental Purchasing, Free Dictionary.com, Merriam-Webster.com & Business Dictionary.com)

DEFINITION OF TERMS:

Whenever the terms “**shall**,” “**must**,” or “**is required**,” are used, the referenced task is mandatory requirement. Failure to meet any mandatory requirement may be cause for rejection of a submittal.

Whenever the terms “**can**,” “**may**,” or “**should**” are used, the referenced specification is discretionary. Therefore, although the failure to provide any items so termed will not be cause for rejection.

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DEPARTMENT OF PROCUREMENT AND CONTRACTS
1800 MAIN STREET, 2nd Floor
COLUMBIA, S.C. 29201

INVITATION FOR BID (IFB)

II. GENERAL INFORMATION

Sealed bids for Scorpion II TL-3 Trailer with 15 Lamp Arrow Board 48"X96" 15' Powercord are subject to the conditions, and all provisions etc., set forth herein and attached, and will be received electronically using eBidcolumbiasc until 2:00 PM (ET), March 3, 2023 then publicly opened and read.

The commodities and/or services must be furnished as described and specified, delivered to Fleet Services, 2910 Colonial Drive, Columbia, SC 29203

Bid No. **BID021-22-23-HAR**

By: Harold Reed, Buyer
Harold Reed

QUANTITIES /COMMODITIES, OR SERVICES	UNIT PRICE DOLLAR CENTS*
Service:	Total*
Scorpion II TL-3 Trailer Attenuator with 15 Lamp Arrowboard	\$ <u>\$28,900 x (4) = \$115,600</u>
Set-up, Delivery and Freight	\$ <u>\$2,000</u>
Combined Total Price	\$ <u>\$117,600</u>

*Price is to be entered onto eBidcolumbiasc at <https://columbiasc.ionwave.net>.
DO NOT include the sales tax in the bid price.

No late bids will be accepted. The bid opening will be conducted via conference call. Please call 1-888-557-8511 and then enter the access code 3326299# when prompted to participate.

It is the intention of the City to award to only one vendor; the lowest responsive and responsible vendor.

SCHEDULE OF EVENTS

Invitation to Bid issued	February 10, 2023	2:00 PM (ET)
Last Day for Questions	February 17, 2023	2:00 PM (ET)
Invitation to Bid Opening	March 3, 2023	2:00 PM (ET)
Intent to Award (Tentative)	March 8, 2023	2:00 PM (ET)
City Council Approval (Tentative)	March 21, 2023	4:00 PM (ET)

**All dates after opening are tentative*

III. SCOPE OF SERVICES

The City of Columbia is seeking bids from qualified vendors to provide Four (4) Scorpion II TL-3 Trailer with 15 Lamp Arrow Board 48”X96” 15’ Powercord. Must have traffix upright mounts for Arrow Board that allows for clearance for Dump Trucks and Manual Wrench.

SERVICE LITERATURE

1. Documentation

- a. Delivery shall include the following documents as a minimum:
 1. Manufacturer’s Certificate of Origin
 2. Manufacturer’s line setting ticket, or other documentation of components installed at manufacturer
 3. Arrowboard and Trailer must be fully assembled, serviced, and ready for operation when delivered
- b. Factory training of technicians shall be provided

2. Manuals

- a. Service literature shall be complete and cover the Trailer Attenuator and Arrowboard.
- b. Two (2) sets of the following manuals need to be furnished for the Trailer Attenuator and Arrowboard.
 1. Operator’s Instruction Manual
 2. Illustrated Repair Parts Manual
 3. Shop Service and Overhaul Manual

IV. GENERAL INSTRUCTIONS

1. The services must be furnished as described and specified to each location.
2. Bidders must submit pricing on eBidcolumbiasc located at <https://columbiasc.ionwave.net>.
3. All literature, specifications, and addendums must be obtained at eBidcolumbiasc.

4. Bid pricing will be all inclusive, including but not limited to cost of chemicals, shipping and delivery, testing and performance analysis fees, etc. No other cost or charges will be accepted.
5. By submitting a bid, it certifies that the Bidder meets the City of Columbia’s specification as outlined in this document.
6. Upon issuing a thirty (30) day written notice or right to cure letter, the City of Columbia reserves the right to cancel for cause any subsequent award made under the terms of this solicitation due to a breach of contract.
7. Questions should be submitted to eBidcolumbiasc by February 17, 2023 at 2:00 PM (ET).
8. Elaboration, Assumptions and Clarification:
If you make assumptions about the meaning or accuracy of information contained herein, you should ask for clarification of the assumptions in a timely manner. If you do not ask questions or seek clarification for any assumptions, the City will assume that you are in full agreement with and fully understand the requirements outlined in the IFB. Any clarification of assumptions and/or exceptions to the terms, conditions, provisions, and requirements, etc., **must be submitted in writing to the City and must be received prior to the last day/time for all questions**, for the City to further elaborate on any part of the solicitation. If this information is not received prior to the deadline stated for questions and answers, the City will assume that any Contractor, Consultant and or vendor that responds to this IFB fully accepts all of the IFB terms, conditions, and requirements stated herein.
9. Discussions
No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, and other City Staff not identified in this IFB as points of contacts during the period of time that this IFB is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.
10. Unique Entity Identification Number
Bidder must provide a Unique Entity Identification number and business must be in good standing in the System of Award Management (SAM.gov) throughout the term of the award and any potential extensions or renewals.
11. The Local Business Enterprise (LBE) Preference Program shall apply to this procurement. Please see Exhibits for further information.

V. SPECIAL INSTRUCTIONS AND REQUIREMENTS

FAILURE TO COMPLY WITH ANY OF THE FOLLOWING MAY RESULT IN REJECTION
OF BID

A. Condition of items:

The item specified must be new and meet the part’s description

B. Defective items:

Items found defective or not meeting specification must be picked up by the awarded Vendor and replaced within four (4) weeks after notification at no expense to the City of Columbia.

C. Product Warranty:

The Vendor must supply a standard warranty for all items. The warranty period shall commence upon acceptance of materials. Copies of the warranties shall be provided with delivery of the materials.

VI. MANDATORY RESPONSE AND SUBMITTAL REQUIREMENTS

Bids must be submitted electronically through eBidcolumbiasc. Submitted bids shall include the following or MAY be deemed nonresponsive:

- ☒ Cover Sheet
- ☒ General Information Page
- ☒ Cost Sheet
- ☒ Non-collusion Affidavit
- ☒ Organizational Conflict of Interest Affidavit
- ☒ Small, Women, and Minority Business Enterprise Objectives
- ☒ Business Information Statement for Prime
- ☒ Business Information Record for Subconsultants/Subcontractors
- ☒ Litigation and Claim History
- ☒ Certificate of Analysis of each Chemical

1. The following optional form can be included in submittals if applicable:

Local Business Enterprise (LBE) Qualification Statement “*Must return the form that has been signed by City of Columbia Office of Business Opportunities to be considered.*”

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VII. COST SHEET

Description	Unit Price	Quantity	Total Price
Scorpion II TL-3 Trailer Attenuator with 15 Lamp Arrow Board 48”X96” 15’ Powercord	\$ \$28,900	4	\$115,600

Set-up, Delivery & Freight			\$ 2,000
	Combined Total Price		\$ 117,600

Optional Future Ordering Agreement

The City of Columbia reserves the rights to purchase additional quantities of Scorpion II TL-3 Trailer Attenuator with 15 Lamp Arrow Board 48”X96” 15’ Powercord in the future at the stated bid unit price herein and in accordance with all other governing terms and conditions herein.

By acknowledgement below, any bidder awarded a contract under this Optional Future Ordering Agreement also agrees to honor the per unit bid price(s) submitted within or such other negotiated reduced pricing on any subsequent purchases order issued by the City of Columbia between March 1, 2023 and June 30, 2024. The City of Columbia does not guarantee that any specified items or quantities will be ordered during the term. The City may also elect to bid separately any future requirements for the same item and/or large quantities of items or equipment covered by this contract.

Failure to accept or reject this Optional Future Ordering Agreement will not be a determining factor in making this award.

 X` Accept(*) Reject

***If you accept Future Ordering terms, please complete Acknowledgement Below.**

ACKNOWLEDGEMENT

I, Ryan Kilpatrick, Government Sales Specialist, have read and understand the above statement/agreement and agree to abide by its terms and conditions.

 Street Smart Rental, LLC

Company Name

 Ryan Kilpatrick

Name of Authorized Agent

VIII. TERMS AND CONDITIONS FOR BID021-22-23-HAR

- A. **Time for Receiving Bids** - Bids received prior to the time of opening will be securely kept, unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no bid there-after will be considered. No responsibility will be attached to the owner for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic and fax bids will not be considered.
- B. **Withdrawal of Bids** - Bids may be withdrawn on written bids prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- C. **Bidders on Conference Call** - At the time fixed for the opening of bids, their contents will be made public for the information of bidders and the general public. Bidders will not be permitted to examine the bids until award is made.
- D. **Alternate Bids** - Any Bid which does not conform to the specifications contained or referenced in the invitation for Bids may be rejected unless the invitation authorized the submission of Alternate Bids and the equipment or supplies offered as alternates meet the requirements specified in the invitation.
- E. **Ambiguous Bids** - Bids which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.
- F. **Bid Opening Delay**- If it becomes necessary to postpone a bid opening, the procurement officer shall issue the appropriate amendments to the solicitation postponing or rescheduling the bid opening. When the purchasing agency is closed due to force majeure, bid opening will be postponed to the same time on the next official business day. [Also see W. Force Majeure.]
- G. **Sales Tax and/or Use Tax (April 2019)**
Upon submission of a bid or quote to the City, the Department of Procurement and Contracts will compute 8% sales tax when applicable (service or labor excluded) and include in the PO total, as applicable. The tax rate applied is in accordance with the SC Department of Revenue Sales and Use Tax Manual. Please also see Invoicing Procedures.
- H. **Assignments** - No contract may be assigned, sublet, or transferred without a written consent of the purchaser.
- I. **Manufacturer's Brochures and Specifications Data** - Bidders shall submit manufacturer's brochures and specifications data as parts of bid response. Submittal of such data shall not be deemed a counter offer unless so noted on bid response sheet. Bidders failing to comply will be deemed non-responsive.
- J. **Default** - In case of default, the Purchaser reserves the right to purchase any or all items on the open market, charging the Contractor with any excessive costs. Should such charges

be assessed, no subsequent bids of the defaulting Contractor shall be considered until the assessed charges have been satisfied.

- K. **Venue** - Bidder acknowledges and agrees that venue of any litigation commenced by the City of Columbia which pertains to this Invitation to Bid or performance of any Bidder's obligation, if awarded the contract by the City of Columbia, shall be in Richland County, South Carolina.
- L. **Exceptions** - Notwithstanding any prior negotiations, the specifications, terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by bidders unless listed on a separate sheet labeled "Exceptions", by the bid question deadline, and agreed to in writing by the City of Columbia.
- M. **Insurance** - The Bidder 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 solicitation.
 - 1) All insurance required shall be primary insurance as respects the City, its officials, employees or 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.
 - 2) Insurance shall be obtained for not less than the limits liability as specified by these instructions.
 - 3) The Contractor shall include all sub-contractors as insured under its policies, or shall furnish separate certificates and endorsements for subcontractors and shall be the same as provided in these instructions or the contractor.
 - 4) Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, 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.
 - 5) **Worker Compensation Insurance** - The Contractor shall procure and shall maintain during the life of this contract, \$500,000.00, Workers Compensation Insurance for all employees to be engaged in work on the project under this solicitation, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractors Worker Compensation Insurance.

The Contractor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this contract.

6) 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 by the Contractor, his agents, or representatives, employees or Subcontractors. The City shall be specifically covered as an insured in all liability policies amount of such insurance shall be as follows, if applicable:

- a) Commercial General Liability Insurance: Coverage in an amount not less the \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.
- b) Automobile Liability Insurance: \$500,000.00 combined single limit per accident for bodily injury and property damage.
- c) Excess Liability Insurance: An excess liability policy naming the Contractor or other person who will be performing the activity as insured and also naming the City of Columbia as an additional insured in an amount no 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).

7) The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required, which shall be approved by the City prior to commencing work on this contract, nor shall the Contractor allow any subcontractors to commence work on this contract until all similar insurance required of the subcontractor has been obtained and approved.

- N. **Bonding, Licenses, Permits, and Taxes** - It shall be the responsibility of the contractor to secure all Local, State, and/or Federal License and Permits required by law, state or ordinance to perform work.

All costs for required bonding, permits, licenses and taxes shall be borne by respondent. Where proposers are required to enter or go onto City of Columbia property to deliver materials or perform work or service as a result of a proposal award, the successful proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Richland County and City of Columbia building requirements and State of South Carolina Building Code. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

- O. **Familiarity with Conditions and Site** - Bidders or their authorized agents are expected to examine the work site, drawings, specifications and terms and conditions pertaining to the

contract. Failure to do so will be at the bidders own risk, and he cannot seek relief on the plea of error in the field.

- P. **Indemnification** - The Contractor will indemnify and hold harmless the Owner and/or its agent and employees from and against all claims, damages, losses, liabilities and expenses, including attorney's fees arising out of resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, or taking of property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor will also agree to promptly notify the City of any civil or criminal actions filed against the respondent 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. 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. All responses to Invitation for Bid should be made on forms provided with bid package.
- Q. **Invoicing & Payment** -The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.
- R. **Protest Procedures**
1. Right to protest: Any actual or prospective bidder, offeror, respondent, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest setting forth the grievance shall be submitted in writing within five (5) days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of the award of the contract.
 2. Authority to resolve protests: The appropriate procurement officer shall have the authority, prior to the commencement of an administrative review as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, respondent or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be applied in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the City.
 3. Decision: If the protest is not resolved by mutual agreement, the appropriate procurement officer shall issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.

4. Notice of decision: A copy of the decision under Number 3 above of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
 5. Finality of decision: A decision under Number 3 of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance to the City Manager within 10 days of the decision. The protestant may also request an interview with the City Manager.
 6. Request for review. The request for a review shall not stay the contract unless fraudulent.
- S. **Termination** - The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City. In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Contractor prior to the date of termination of the agreement. The Contractor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.
- T. **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, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.
- U. **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.

V. **Non-Discrimination in Contracting Policy (January 2020)** – In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment of race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, disability or other handicap, or any other characteristic protected by federal, state, and local laws (“protected characteristics”). The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment without regard to their protected characteristics. Such action includes, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, a notice provided by the government setting forth the provisions of this non-discrimination policy. The Contractor shall incorporate these non-discrimination requirements in all subcontracts for service work.

W. **Ethics**- The Contractor 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.

X. **Breach/Waiver**

The failure of either the respondent or the City to insist upon performance of any provisions of the 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 the contract at any time. Waiver of any breach of the contract by the respondent or the City shall not constitute a waiver of a subsequent breach.

Y. **Severability**

In the event that any provision of the contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

Z. **Successorship**

The contract shall be binding upon the respondent and upon its successors and assignees. The contract shall be binding upon the City in accordance with its terms and provisions.

AA. State Law Applicable

The contract shall be construed in accordance with the laws of the State of South Carolina. The respondent agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland Country, State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof. The City may seek attorney’s fees and the respondent 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 respondent.

BB. Whole Agreement

The contract shall contain the entire agreement between the City and respondent. In order to be binding, any modification thereof shall be in writing and signed by the City and the respondent.

CC. Manufacturers Name & Approved Equivalents

Any manufacturer’s names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer’s name and number. Bidder shall submit with his proposal cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Proposals, which do not comply with these requirements, are subject to rejection. Proposals lacking any written indication of intent to submit with an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form. The Department of Procurement & Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order issued and signed by the City Purchasing Agent.

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IX. ATTACHMENTS

Appendices

Non-Collusion Affidavit

Organizational Conflict of Interest Affidavit

Small, Women, and Minority Business Enterprise Objectives

Business Information Statement for Prime

Business Information Record for Subconsultants/Subcontractors

Litigation and Claim History

Exhibits

Local Business Enterprise (LBE) Policy

Local Business Enterprise (LBE) Qualification Statement (Sample)

City of Columbia Holiday Schedule

Sample Contract

RESERVE YOUR ATTENUATOR TODAY
888.653.6800 or StreetSmartRental.com



Street Smart
SALES · RENTALS · SERVICE

7.a



TOWABLE ATTENUATOR

Get serious about keeping your crew safe from Distracted Drivers!

“Within the first three weeks of using these devices we had two of them get hit by distracted drivers. These things save lives and I never put my crew on the road without one.” - Brian M. Street Smart Customer

Product Features

FEATURE	DETAILS
Availability	Rent or Purchase Any Quantity. <i>Anywhere!</i> We'll deliver it right to your door.
Easy To Use	Attaches via pintle hitch and is easy to maneuver. 17' 10" in length.
Arrow Board	25 Light Arrow Board with wireless, in-cab, controller *Waze/Google maps/DOT511 integration available.
Host Vehicle	The Scorpion requires a host vehicle of 12,000 lbs. or greater.
Repairable	Quick and economical replacement of damages caused by minor crashes.
TARS	Telescoping Anti-Rotational System (TARS) minimizes the rotation of the unit upon impact.
Certified	MASH or NCHRP350 certified.



Street Smart

SALES · RENTALS · SERVICE

7.a

SINCE 1999 STREET
SMART HAS PROVIDED
RENTAL & SALES OF
TRAFFIC SAFETY
EQUIPMENT.

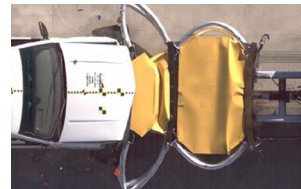


Our team of dedicated
experts ensure
that you'll have the
right traffic safety
equipment for
your next project.

**BID MORE WORK.
WIN MORE JOBS!**



Scorpion attenuator struck by a VW Jetta at 80mph in Baltimore, MD.
No serious injuries reported.



When impacted, the attenuator crushes in progressive stages.

Similar Products: **Truck Mounted Attenuators**

Call for availability



1 Scorpion II TL-3 Trailer with 15 Lamp Arrow Board 48X96 15' Powercord

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Street Smart Rental	1	EA		\$28,900.00	\$28,900.00	This \$28,900 reflects (1) trailer attenuator v
Striping Service and Supply, Inc.	1	EA		\$30,750.00	\$30,750.00	
McClain and Company	1	EA		\$34,787.60	\$34,787.60	
CHAVES BROTHERS MANAGEME	1	EA		\$39,750.00	\$39,750.00	

2 Set-up, Delivery and Freight

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
CHAVES BROTHERS MANAGEME	1	EA		\$1,999.00	\$1,999.00	
Street Smart Rental	1	EA		\$2,000.00	\$2,000.00	This pricing reflects freight for all (4) trailers
McClain and Company	1	EA		\$4,000.00	\$4,000.00	
Striping Service and Supply, Inc.	1	EA		\$4,500.00	\$4,500.00	

1	
	Manufacturer Manufacturer #

2	
	Manufacturer Manufacturer #



We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager
Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
Ms. Shannon Lizewski, Director of Procurement and Contracts

FROM: Mr. Frank Eskridge, Director of Utility Operations

DATE: April 4, 2023

Subject: Recommendation for Approval
Award to Street Smart Rental in the total amount of \$126,848.00
4 – Scorpion II Trailer Attenuator with 15 Lamp Arrowboard

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the bid submitted by Street Smart Rental, LLC to provide funding for four (4) Scorpion II Trailer Attenuator with 15 Lamp Arrowboards. The total amount of this purchase is \$126,848.00.

This equipment is now being required by the SCDOT due to new Federal safety work zone requirements. We plan to use this sign board/attenuator equipment at work sites in heavily traveled streets and roads for safety purposes. The new equipment includes larger, brighter sign boards, and a safety “crumple zone” of lightweight framing that will absorb or “attenuate” oncoming vehicle impacts. This purchase was competitively bid.

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



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-038 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Siquino RC, LLC, Richland County TMS # 16503-05-04)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:

Economic and Community Development Committee Recommendation: 12/13/22; Approval (3-0)

First reading approval was given on March 21, 2023.

ATTACHMENTS:

- **#a:** 2023-038 - Consent to MCIP- City of Columbia- Project Siquino (PDF)
- **#b:** Project Briefing - Council Agenda - Siquino RC LLC (PDF)
- **#c:** 2023-038 - Consent to MCIP- City of Columbia- Project Siquino (PDF)

HISTORY:

03/21/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-038*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Siquino RC, LLC, Richland County TMS # 16503-05-04)*

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, the project to be undertaken by a company identified for the time being as Siquino RC, LLC, (the "Developer") has committed to establish market rate housing, to be located on parcels located in the City, as more particularly described on Exhibit A (the "Property," together with the development, "Project"), consisting of total taxable investments by the Developer in real and personal property of not less than **[\$66,000,000]**; and,

WHEREAS, the County has agreed to offer a public infrastructure credit to reduce the property taxes due on the Project (as more particularly defined herein, "Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and a public infrastructure credit agreement between the County and the Developer for the Property ("Credit Agreement") to provide Credits against certain of the Developer's payments in lieu of taxes with respect to the Project for the purpose of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding public infrastructure (collectively, "Public Infrastructure"); and,

WHEREAS, to grant the Developer the full value of the Credit, the County desires to locate the Project in the Park the County has jointly developed with Fairfield, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Park Act" and, together with the Credit Act, "Act"); and,

WHEREAS, pursuant to the Act and the Park Agreement, following application of the Credit, the payments in lieu of taxes generated from the Project will be distributed as set forth in the Park Agreement; and,

WHEREAS, pursuant to the Act, because the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project within the boundaries of the Park; and,

WHEREAS, the Project is anticipated to meet the criteria set forth in Resolution No.: R-2019-059 and any amendments thereto, and it is appropriate to consent to including the Project in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2023 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Property in the Park and delivery of written notice to Fairfield County, pursuant to Section 1.02 of the Park Agreement; provided, the Property shall not be removed from the Park for so long as the Developer is receiving Credits as a result of inclusion in the Park.

2. The County's approval, execution and delivery of the Credit Agreement related to the Property.

3. The Credit Agreement will provide that (a) the Developer will make payments in lieu of taxes related to the Property ("PILOT") during the term of the Credit Agreement, which PILOT shall be based on property tax assessment of the Property of six percent; (b) the annual PILOT payment payable from the Developer to the County will be subject to reduction by a 50% infrastructure credit (herein defined as the "Credit") to reimburse the Developer's Public Infrastructure costs; (c) the term of the Credit shall not exceed ten years (unless consented to in writing by the City), as shall be set forth in the Credit Agreement; (d) in each year during the term of the Credit, the City will be entitled to receive the portion of the PILOT payment (net of the Credit, as applicable) as provided in the Park Agreement; and (e) the Property will be deemed removed from the Park upon the expiration or earlier termination of the Credit Agreement.

4. Notwithstanding the foregoing, if the Project proceeds in a phased approach, (a) the first phase must meet the criteria established in Resolution No.: R-2019-059 to be eligible for the Credit, (b) the time limit for the Project Credit period as allowed in this Ordinance shall be as set forth in Section 3 hereof, and the timeline for additional phases shall be for the period of time or Credit amount that remains available on the original period and shall not have a new beginning date.

5. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

6. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance. The Project must have proceeded with credit application no later than December 31, 2022 in order to be eligible to receive the Credit and must continue to progress forward at a reasonable pace for a project of this magnitude or else the Park inclusion approval, which facilitates the Credit, will be repealed by the City.

7. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

LEGAL DEPARTMENT DRAFT

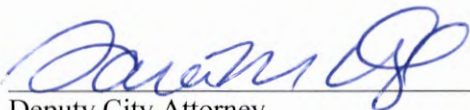
Requested by:

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

**EXHIBIT A
PROPERTY DESCRIPTION**

LEGAL DEPARTMENT DRAFT

Columbia City Council Project Briefing

Project Name: Project Siquino

Developer: Siquino RC, LLC

Economic Development Committee Recommendation: Approval (3-0)

Committee Approval Date: December 13, 2022

Address(s): S/S FORT JACKSON BOULEVARD

TMS Numbers: R16503-05-04

Project Investment: \$66,294,000

City Commitment: Commercial Program Abatement of 50% of property taxes for up to 10 years

Project Summary: Siquino RC, is proposing a mixed use development off Fort Jackson Boulevard that will include 270 apartment homes with attainable housing units, a future hotel, along with a future commercial building and plans to include a restaurant. Public improvements include construction of an entryway road, parking is included to accommodate all uses, and wetlands mitigation and walking trails will be a part of the project as well.

The development will assist with a community need for additional attainable housing units that are located in close proximity of Fort Jackson. The wetlands mitigation and outdoor walking trails will provide an additional benefit to the surrounding communities as well.

The overall size of the development project is 36.4 acres, and construction for the first phase of the project would begin in 1st quarter of 2024. The project will be phased out and developed over a period of several years. The breakdown of project components is 270 apartment units, a 100 key hotel, and 5,000 square feet of retail space.

Public Infrastructure: Public Infrastructure improvements include the following:

Public Infrastructure Budget Estimate	
Site work, streetscaping, landscaping (including public parking)	\$3,624,098
Water, sewer, stormwater improvements	\$1,042,917
Water, sewer, stormwater impact fees	\$1,168,640
Retention and detention ponds	\$661,760
Public parks and walking paths	\$456,500
General Conditions	\$592,029
Total Public Infrastructure Costs	\$7,545,945

ORDINANCE NO.: 2023-038*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Siquino RC, LLC, Richland County TMS # 16503-05-04)*

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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, the project to be undertaken by a company identified for the time being as Siquino RC, LLC, (the "Developer") has committed to establish market rate housing, to be located on parcels located in the City, as more particularly described on Exhibit A (the "Property," together with the development, "Project"), consisting of total taxable investments by the Developer in real and personal property of not less than **[\$66,000,000]**; and,

WHEREAS, the County has agreed to offer a public infrastructure credit to reduce the property taxes due on the Project (as more particularly defined herein, "Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and a public infrastructure credit agreement between the County and the Developer for the Property ("Credit Agreement") to provide Credits against certain of the Developer's payments in lieu of taxes with respect to the Project for the purpose of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding public infrastructure (collectively, "Public Infrastructure"); and,

WHEREAS, to grant the Developer the full value of the Credit, the County desires to locate the Project in the Park the County has jointly developed with Fairfield, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Park Act" and, together with the Credit Act, "Act"); and,

WHEREAS, pursuant to the Act and the Park Agreement, following application of the Credit, the payments in lieu of taxes generated from the Project will be distributed as set forth in the Park Agreement; and,

WHEREAS, pursuant to the Act, because the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project within the boundaries of the Park; and,

WHEREAS, the Project is anticipated to meet the criteria set forth in Resolution No.: R-2019-059 and any amendments thereto, and it is appropriate to consent to including the Project in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2023 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Property in the Park and delivery of written notice to Fairfield County, pursuant to Section 1.02 of the Park Agreement; provided, the Property shall not be removed from the Park for so long as the Developer is receiving Credits as a result of inclusion in the Park.

2. The County's approval, execution and delivery of the Credit Agreement related to the Property.

3. The Credit Agreement will provide that (a) the Developer will make payments in lieu of taxes related to the Property ("PILOT") during the term of the Credit Agreement, which PILOT shall be based on property tax assessment of the Property of six percent; (b) the annual PILOT payment payable from the Developer to the County will be subject to reduction by a 50% infrastructure credit (herein defined as the "Credit") to reimburse the Developer's Public Infrastructure costs; (c) the term of the Credit shall not exceed ten years (unless consented to in writing by the City), as shall be set forth in the Credit Agreement; (d) in each year during the term of the Credit, the City will be entitled to receive the portion of the PILOT payment (net of the Credit, as applicable) as provided in the Park Agreement; and (e) the Property will be deemed removed from the Park upon the expiration or earlier termination of the Credit Agreement.

4. Notwithstanding the foregoing, if the Project proceeds in a phased approach, (a) the first phase must meet the criteria established in Resolution No.: R-2019-059 to be eligible for the Credit, (b) the time limit for the Project Credit period as allowed in this Ordinance shall be as set forth in Section 3 hereof, and the timeline for additional phases shall be for the period of time or Credit amount that remains available on the original period and shall not have a new beginning date.

5. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

6. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance. The Project must have proceeded with credit application no later than December 31, 2022 in order to be eligible to receive the Credit and must continue to progress forward at a reasonable pace for a project of this magnitude or else the Park inclusion approval, which facilitates the Credit, will be repealed by the City.

7. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

LEGAL DEPARTMENT DRAFT

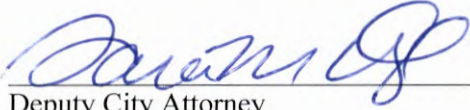
Requested by:

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

EXHIBIT A
PROPERTY DESCRIPTION

All that certain piece, parcel, or tract of land, lying and being situate in the city of Columbia, Richland County, South Carolina, containing 35.599+/- acres shown as "new parcel 3" on the minor subdivision plat dated September 9, 2020, last revised May 11, 2021, prepared for QuikTrip store #1183, property of FHI II of Richland County, LLC, by Survey Matters, LLC, recorded with the Richland County Register of Deeds at book 2620 page 816, from the point of beginning, being a three-quarter inch diameter pipe, thence n28°28'20"w for a distance of 81.80 feet to a five-eighths inch iron pin, thence n61°31'40"e for a distance of 96.57 feet to a five-eighths inch iron pin, thence n76°27'42"e for a distance of 238.59 feet to a five-eighths inch iron pin, thence n13°32'18"w for a distance of 181.62 feet to a five-eighths inch iron pin, thence n58°32'18"w for a distance of 120.94 feet to a five-eighths inch iron pin, thence n13°32'18"w for a distance of 50.48 feet to a five-eighths inch iron pin, thence n76°32'55"e for a distance of 328.62 feet to a concrete monument, thence s82°15'56"e for a distance of 186.38 feet to a concrete monument, thence s61°00'09"e for a distance of 595.17 feet to a concrete monument, thence s59°47'25"e for a distance of 48.01 feet to a concrete monument, thence s48°28'42"e for a distance of 144.73 feet to a concrete monument, thence in a curved line having a radius of 2,167.15 feet, a central angle of 11°16'33", an arc length of 426.50 feet, and a chord bearing of s50°23'40"e for a distance of 425.81 feet to a five-eighths inch iron pin, thence s44°43'47"e for a distance of 97.19 feet to a concrete monument, thence s40°55'53"e for a distance of 150.13 feet to a concrete monument, thence s44°43'43"e for a distance of 335.79 feet to a concrete monument, thence s14°36'32"w for a distance of 34.70 feet to a five-eighths inch iron pin, thence s79°06'11"w for a distance of 878.91 feet to a five-eighths inch iron pin, thence s35°56'50"w for a distance of 263.26 feet to a five-eighths inch iron pin, thence n44°59'39"w for a distance of 1,414.10 feet to the point of beginning.

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT,
AND ZONING MAP AMENDMENT for 7106 Broad River
Road; TMS# 05007-02-38

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-003 - Annexing 7106 Broad River Road, Richland County TMS# 05007-02-38 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 and assign a land use classification of Community Activity corridor (AC-2) and assign zoning of Office and Institutional District (OI) at the time of annexation. The property is currently classified as Neighborhood (Medium Density), in a Priority Investment Area and zoned NC by Richland County.

Applicant: Art Smart Academy After-School, LLC

Staff Recommendation: Approval

PC Recommendation: 11/10/2022; Approval (7-0)

First reading approval was given on February 7, 2023.

ATTACHMENTS:

- **#a:** ANNEX-2022-0029_BroadRiver7106_ZPH (PDF)
- **#b:** 2023-003 - Annex and Incorporate 7106 Broad River Road (PDF)
- **#c:** Offer_Notice_BroadRiver7106_r1 (PDF)
- **#d:** BroadRiver7106_Petition_SIGNED (PDF)

HISTORY:

02/07/23

Columbia City Council

APPROVED ON FIRST READING.

Ms. Joette Scarborough



CITY COUNCIL

February 7, 2023 at 4:00pm

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

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 7106 Broad River Road; TMS# 05007-02-38

Council District:	1
Proposal:	Request to annex the property and assign a land use classification of Community Activity Corridor (AC-2) and assign zoning of Office and Institutional District (OI) at the time of annexation. The property is currently classified as Neighborhood (Medium Density), in a Priority Investment Area and zoned NC by Richland County.
Applicant:	Art Smart Academy After-School, LLC
Staff Recommendation:	Approval
PC Recommendation:	11/10/2022; Approval (7-0)
ZPH, 1st Reading:	02/07/2023; Pending
2nd Reading:	02/21/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.00 acres
Current Use: Vacant Residential
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Primary
Current County Land Use Classification: Neighborhood (Medium Density), in a Priority Investment Area
Proposed City Land Use Classification: Community Activity Corridor (AC-2)
Current County Zoning: Neighborhood Commercial (NC)
Proposed City Zoning: Office and Institutional District (OI)
Census Tract: 103.15

DETERMINATION FOR CITY SERVICES

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

Police

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed business would be **approximately \$2,500 per year**, based on calls to similar commercial properties within the City limits.

Fire

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

Solid Waste

The Solid Waste Division does not typically provide service to this type of development.

Engineering

Because water lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation. This property is not within the City of Columbia sanitary sewer service area and is within the Richland County Utilities service area.

Water Customer Care

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

Planning & Development Services

We recommend approval of the annexation of this property, which is located within a Primary area as designated in the Urban Service Area plan. A building for an after-school program is currently under construction on a portion of the site, and the property owners anticipate a potential restaurant on the remainder of the property. The estimated real estate tax revenue generated for the City would be **approximately \$2,200 per year** based on the estimated taxable value of this property.

* Estimated City Tax Revenue is based on **2022 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002321 for the 2022 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

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

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

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Community Activity Corridor (AC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Neighborhood (Medium Density), in a Priority Investment Area, by Richland County.

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.

Primary Types

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium

Secondary Types

- Multi-family Small & Medium

Tertiary Types

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

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned NC by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Development District (PD) to the South, West, and East. Surrounding parcels in unincorporated Richland County are currently zoned RU to the West and GC and RS-MD to the North.

The proposed City of Columbia zoning district is Office and Institutional District (OI).

Office and Institutional District (OI)

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

STAFF RECOMMENDATION

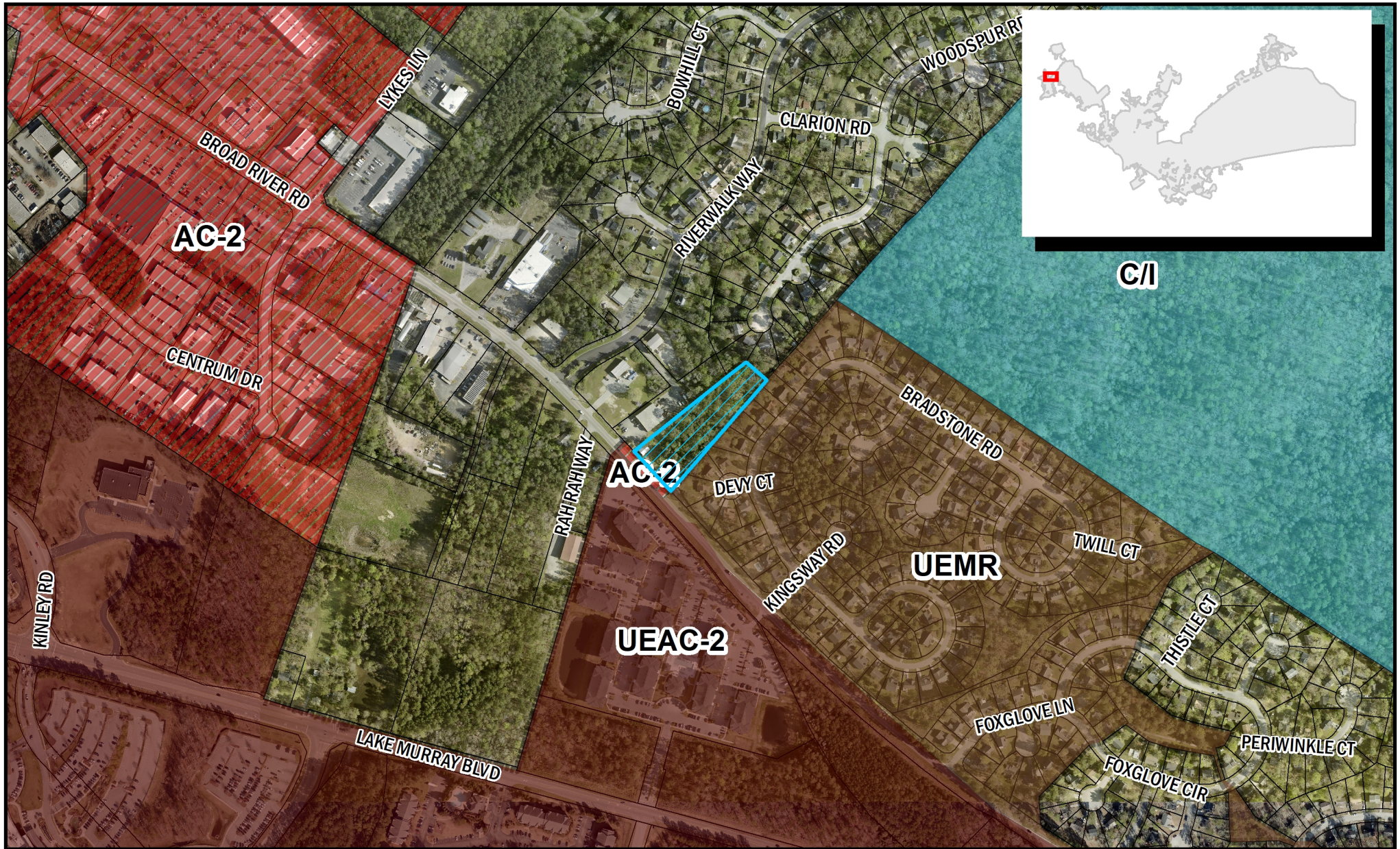
Staff recommends the assignment of a future land use classification of Community Activity Corridor (AC-2) and zoning of Office and Institutional District (OI) at the time of annexation.



Future Land Use Map

7106 Broad River Road, TMS# 05007-02-38,
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City FLU: AC-2

9.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 7/1/2022



We Are Columbia



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

Packet Pg. 99

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

7106 Broad River Road, TMS# 05007-02-38;
Current Rich. Co. Zoning: NC, Proposed City Zoning: OI

9.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 10/21/2022



We Are Columbia



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DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its

Packet Pg. 100

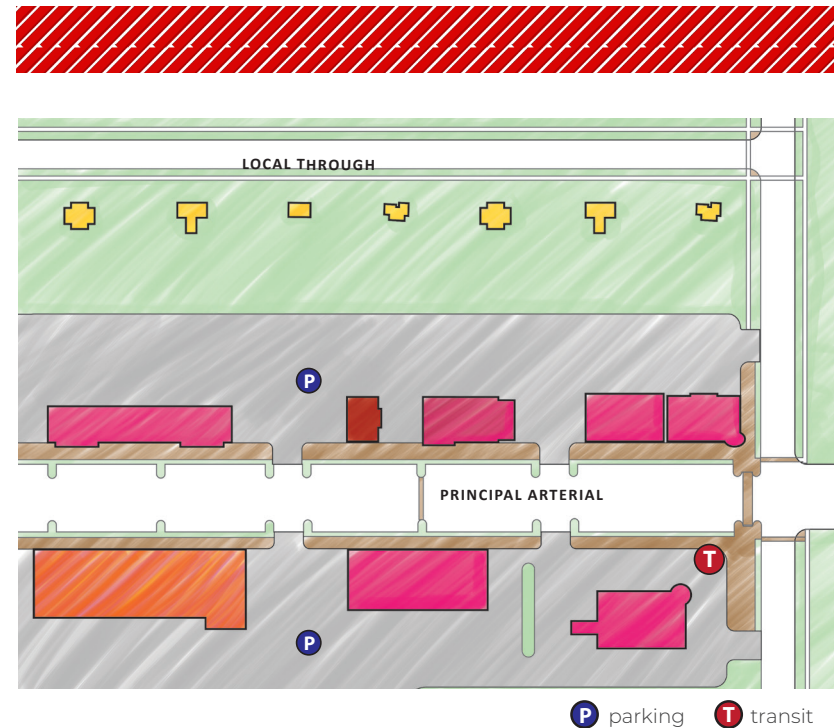
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

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

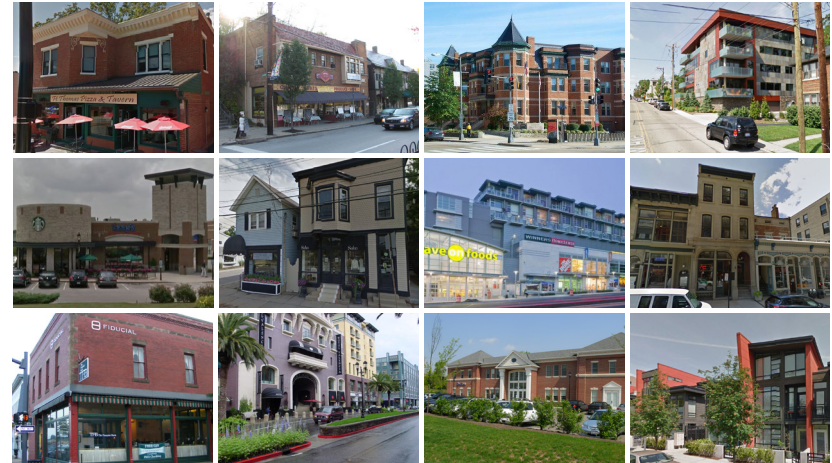
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

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

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

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

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

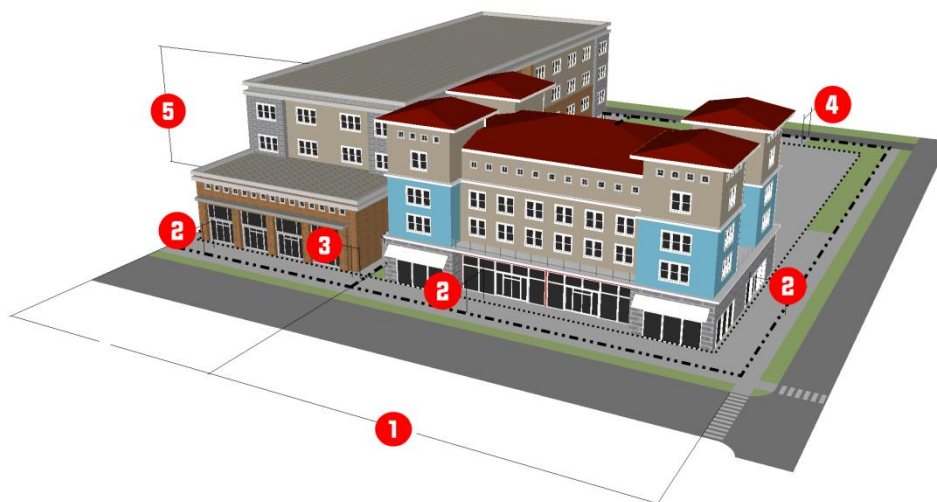
**(2) Use Standards**

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

(3) Intensity and Dimensional Standards

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

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

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

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

ORDINANCE NO.: 2023-003

Annexing 7106 Broad River Road, Richland County TMS #05007-02-38 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 _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 7106 Broad River Road and TMS# 05007-02-38 containing 2.00 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 103.15, and assigned a future land use classification of Community Activity Corridor (AC-2) and zoning of Office and Institutional District (OI).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 05007-02-38

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

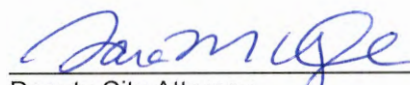
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023-003
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land, with the improvements thereon, situate, lying and being on the northern said of U.S. Highway No, 76, near the City of Columbia, in the County of Richland, State of South Carolina, being shown as a two (2) acres tract on a plat of property of Willie H. Allen which is recorded in the office of the RMC for Richland County in Plat Book "L" at page 137 and being more particularly shown as Lot 1 containing .050 acres and Lot 2 containing 1.49 acres on a plat prepared for Andrena Geiger Sweat by Arthur E. White, Jr. dated March 6, 2004 and recorded in Record Book R931 at page 2450. Reference is hereby made to said plat for a more complete and accurate description. Be all measurements a little more or less.

LEGAL DEPARTMENT DRAFT

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: October 24, 2022

RE: **Property Address:** 7106 Broad River Road
Richland County TMS#: 05007-02-38
Owner(s): Art Smart Academy After-School, LLC
Current Use: Vacant Residential
Proposed Use: Commercial
Current County Land Use: Neighborhood (Medium Density), in a Priority Investment Area
Proposed City Land Use: Community Activity Corridor (AC-2)
Current County Zoning: Neighborhood Commercial (NC)
Proposed City Zoning: Office and Institutional District (OI)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 1
Census Tract: 103.15

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

Planning & Development Services staff will see to it that this matter is placed on the **November 10, 2022** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

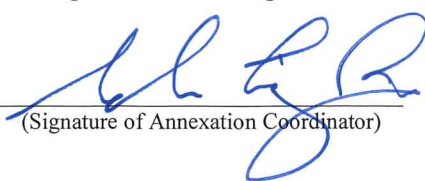
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 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
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: AC-2 (Land Use classification) by 7 - 0
 on 11/10/2022 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: 01 (Zoning classification) by 7 - 0
 on 11/10/2022 (mm/dd/yyyy).

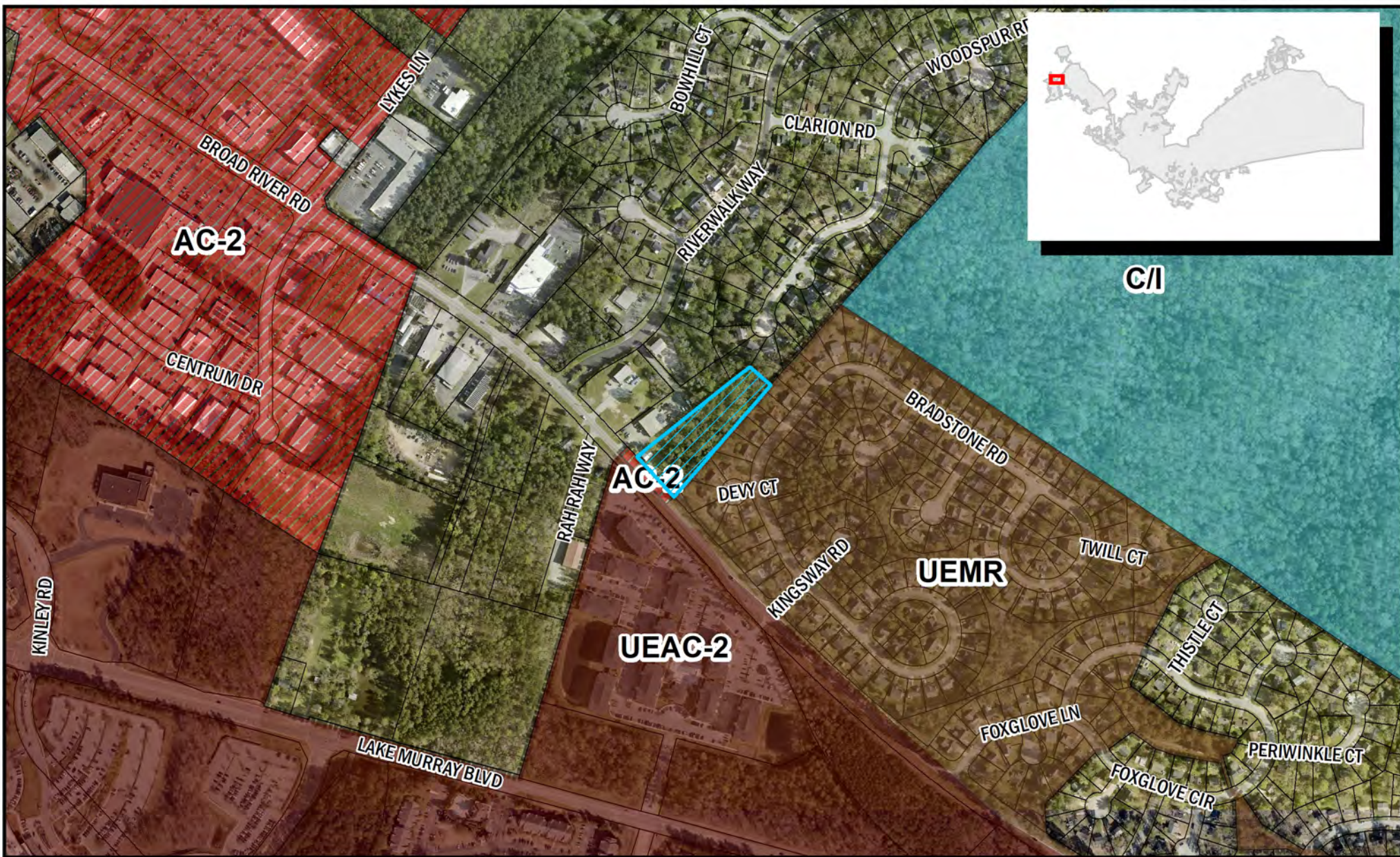

 (Signature of Annexation Coordinator)



Future Land Use Map

7106 Broad River Road, TMS# 05007-02-38,
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City FLU: AC-2

9.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 7/1/2022



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CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
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OR USE WITHOUT FIELD VERIFICATION.
ISA

Packet Pg. 112

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

7106 Broad River Road, TMS# 05007-02-38;
Current Rich. Co. Zoning: NC, Proposed City Zoning: OI

9.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 10/21/2022



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Feet

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its

Packet Pg. 113

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

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

The undersigned, being the owner(s) of the 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 tract of land, with the improvements thereon, situate, lying and being on the northern said of U.S. Highway No, 76, near the City of Columbia, in the County of Richland, State of South Carolina, being shown as a two (2) acres tract on a plat of property of Willie H. Allen which is recorded in the office of the RMC for Richland County in Plat Book "L" at page 137 and being more particularly shown as Lot 1 containing .050 acres and Lot 2 containing 1.49 acres on a plat prepared for Andrena Geiger Sweat by Arthur E. White, Jr. dated March 6, 2004 and recorded in Record Book R931 at page 2450. Reference is hereby made to said plat for a more complete and accurate description. Be all measurements a little more or less.

Richland County TMS: 05007-02-38

Property Addresses: 7106 Broad River Road

Art Smart Academy After-School, LLC

BY: _____

(Signature)

Katherine Six

 (Print or Type Name)

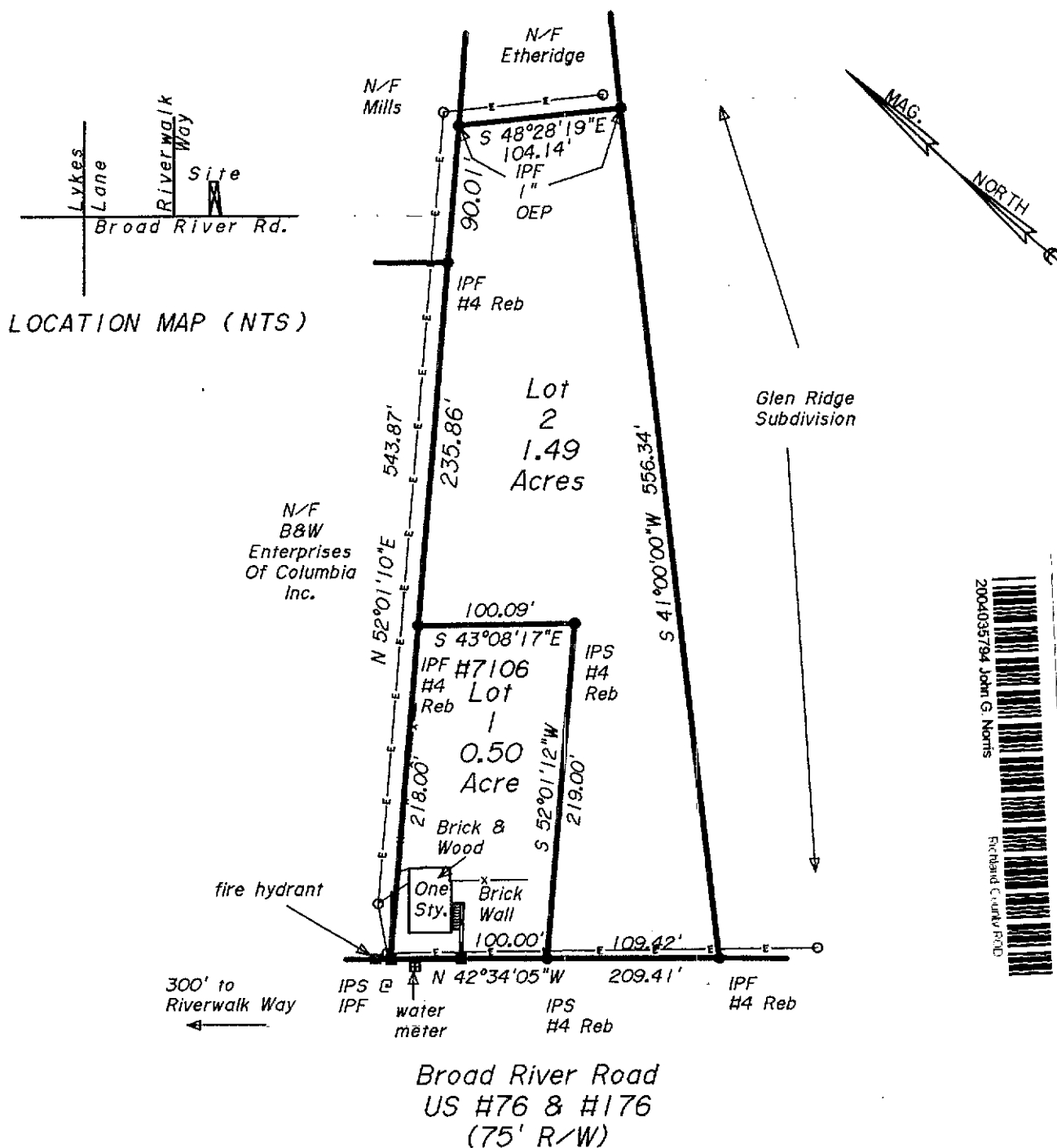
Date: _____

June 13, 2022

ITS: _____

owner

(Print or Type Title)



Book 00931-2450
2004035794 05/05/2004 14:37:57:22
Fee: \$6.00 County Tax: \$0.00 State Tax: \$0.00
2004035794 John G. Morris
Richland County ROD

Plat Standard

Plat Prepared For
Andrena Geiger Sweat

Located near the City of Columbia,
Richland County, South Carolina

SCALE: 1" = 100

DATE: March 6, 2004

100 0 50 100

REFERENCE:

Plat prepared for Willie H. Allen by Karl B. Shuler, Surv., dated April 11, 1947, and recorded in the Office of the Richland County ROD in Plat Book "L" at page 45.

RICHLAND COUNTY TMS:
05007-2-38

CERTIFICATION: I hereby certify that to the best of my knowledge, information and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class "B" Survey as specified therein. That the acreage was determined by the coordinate method and that there are no encroachments or projections except as shown hereon.

ARTHUR E. WHITE, JR.
ESQ., RLS
3103 LEAPHART ROAD
WEST COLUMBIA, SC 29169
(803) 796-7007
(803) 926-7842 FAX

[Signature]
SCPLS #14196



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT,
AND ZONING MAP AMENDMENT for 5900 Indian Mound
Road; TMS#13715-02-02

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-033 - Annexing 5900 Indian Mound Road, Richland County TMS# 13715-02-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

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

Applicant: Diane Stanford Harrill, Trustee

Staff Recommendation: Approval

PC Recommendation: 02/09/2023; Approval (9-0)

First reading approval was given on March 21, 2023.

ATTACHMENTS:

- **#a:** ANNEX-2023-0001_IndianMound5900_ZPH (PDF)
- **#b:** 2023-033 - Annex and Incorporate 5900 Indian Mound Road (PDF)
- **#c:** IndianMound5900_Petition (PDF)
- **#d:** Offer_Notice_IndianMound5900 (PDF)

Action Item (ID # 8261)

Meeting of April 4, 2023

HISTORY:

03/21/23

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

March 21, 2023 at 4:00pm

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

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 5900 Indian Mound Road; TMS# 13715-02-02

Council District:	3
Proposal:	Request to annex the property, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County.
Applicant:	Diane Stanford Harrill, Trustee
Staff Recommendation:	Approval
PC Recommendation:	02/09/2023; Approval (9-0)
ZPH, 1st Reading:	03/21/2023; Pending
2nd Reading:	04/04/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.5 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole- Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Single Family Low Density (RS-LD)
Proposed City Zoning: Residential Single Family Large Lot District (RSF-1)
Census Tract: 116.04

DETERMINATION FOR CITY SERVICES

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

Police

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this existing single family residence would be **approximately \$160 per year**, based on calls to nearby residential areas within the City limits.

Fire

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

Solid Waste

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

Engineering

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

Water Customer Care

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

Planning & Development Services

We recommend approval of the annexation of this single-family residence, which is located within a Donut Hole - Primary as designated in the Urban Service Area plan. The estimated real estate tax revenue generated for the City would be **approximately \$800 per year** based on the current taxable value of this property.

* Estimated City Tax Revenue is based on **2022 millage** for real property and calculated as: $((\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0938))$. The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002321 for the 2022 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

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

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

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

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

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

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

Primary Types

- Single-family Detached
- *Accessory dwelling units

Tertiary Types

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

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

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

PROPOSED ZONING DISTRICT SUMMARY

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

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

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

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

STAFF RECOMMENDATION

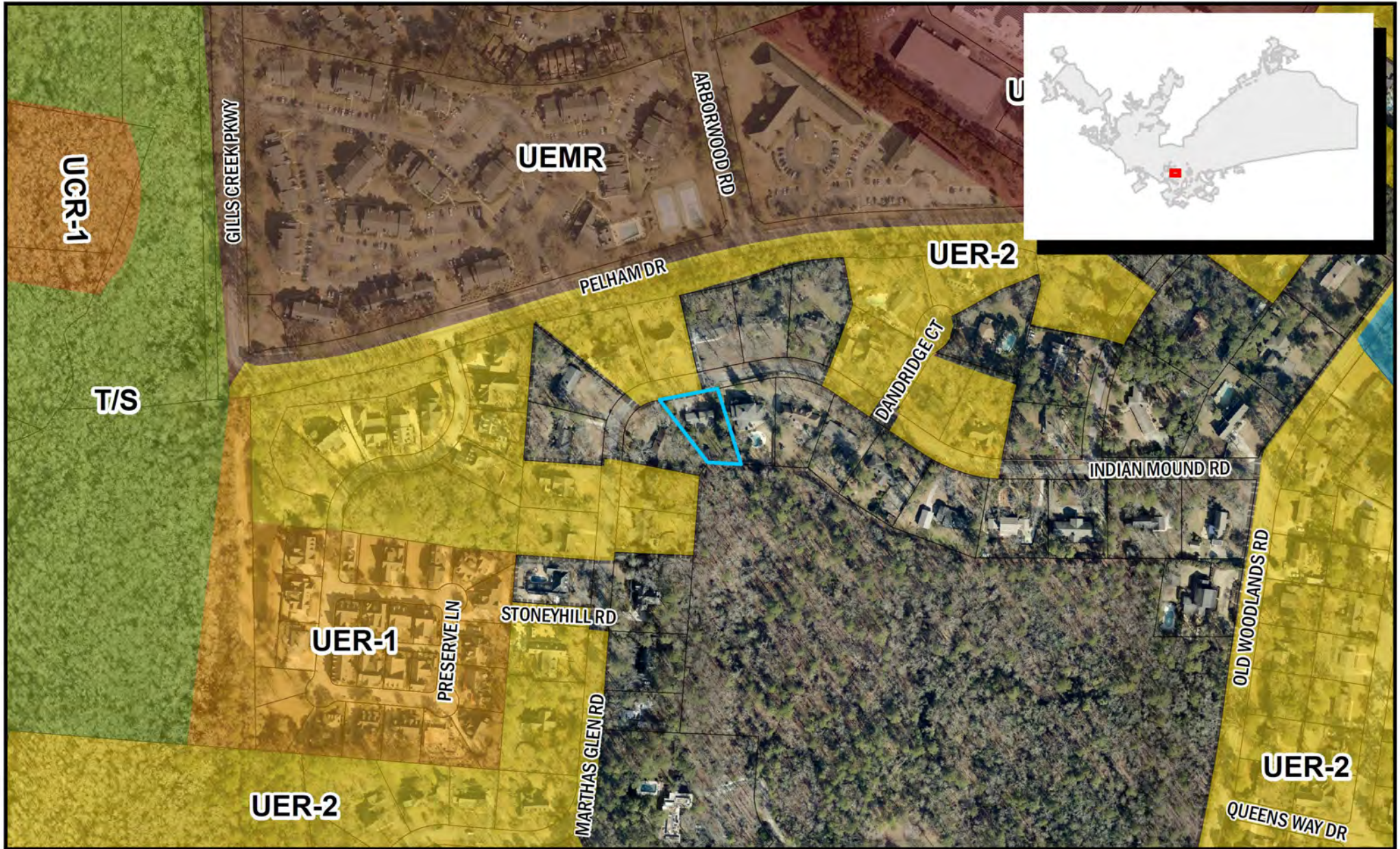
Staff recommends the assignment of a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family Large Lot District (RSF-1) at the time of annexation.



Future Land Use Map

5900 Indian Mound Road, TMS# 13715-02-02;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed City FLU: UER-2

10.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/11/2023



We Are Columbia



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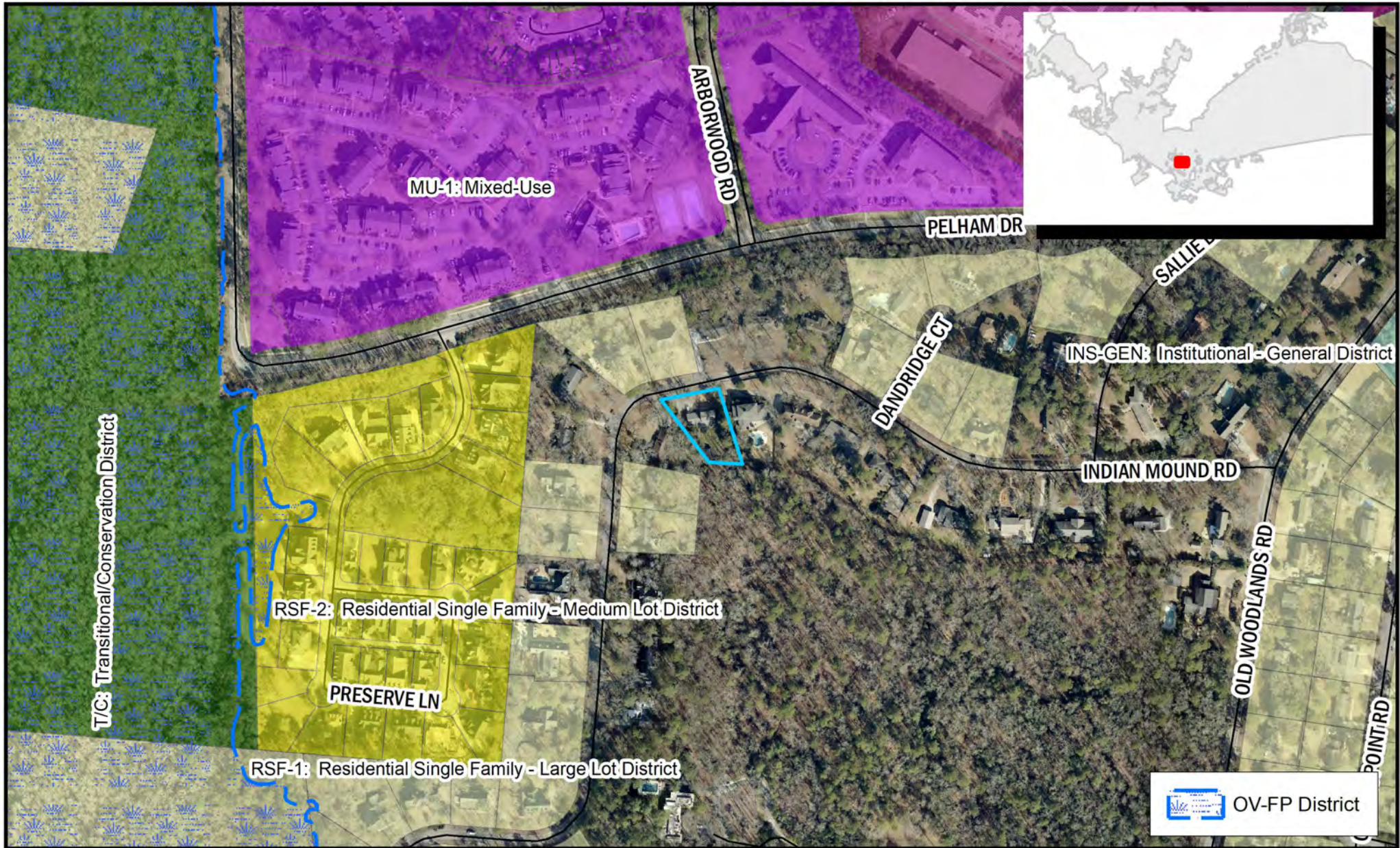
Packet Pg. 122

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

5900 Indian Mound Road, TMS# 13715-02-02;
Current Rich. Co. Zoning: RS-LD, Proposed City Zoning: RSF-1

10.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/11/2023



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DISCLAIMER:
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Packet Pg. 123

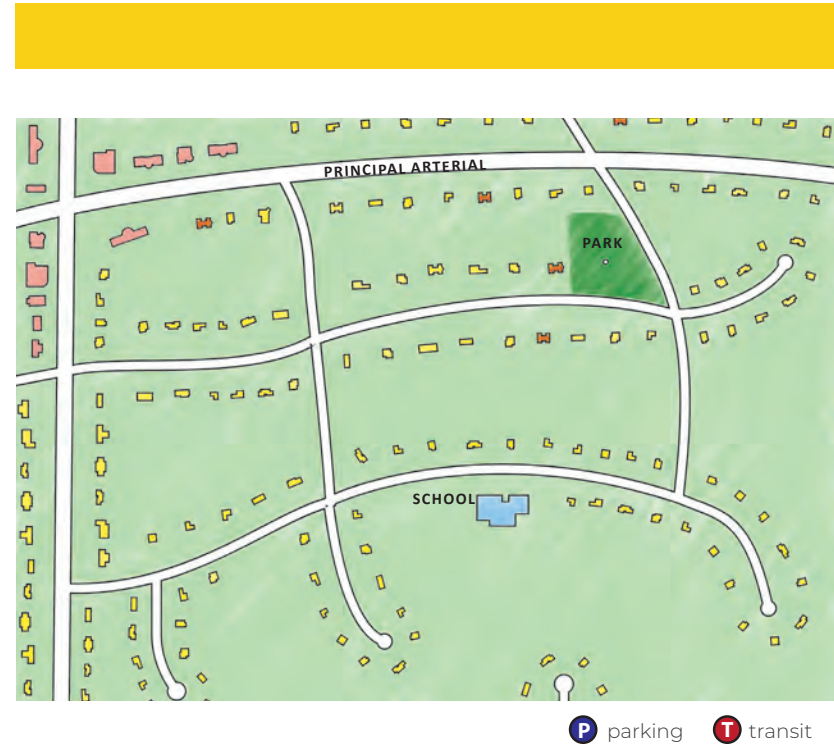
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Proposed Future Land Use Classification

Development Types

URBAN EDGE RESIDENTIAL LARGE LOT (UER-2)

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



UER-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- *Accessory dwelling units

TERTIARY TYPES

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

See matrix for appropriate park/open space types.

Development Types

UER-2 DEVELOPMENT PATTERN/CONTEXT

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



Proposed Zoning District

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

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

**(2) Use Standards**

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

(3) Intensity and Dimensional Standards

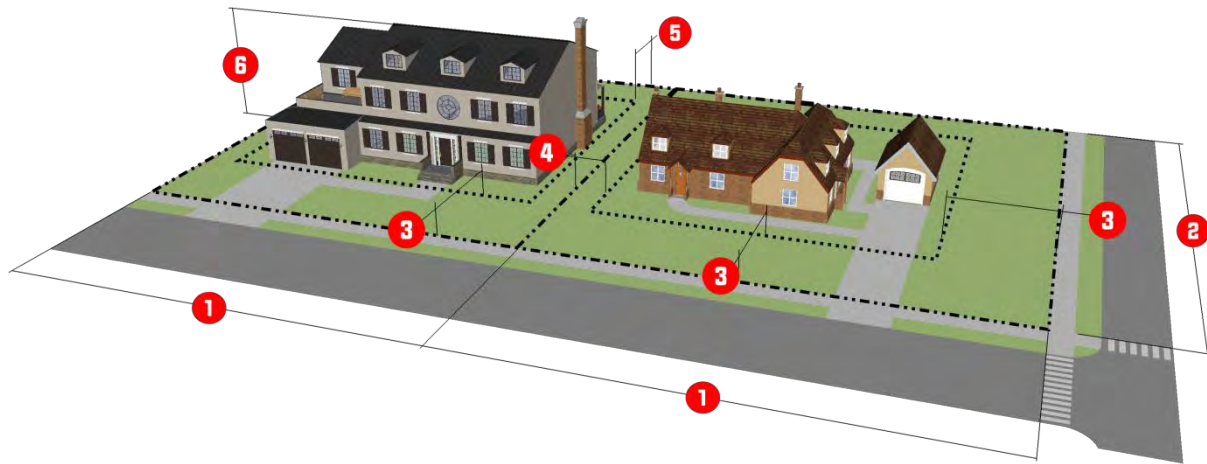
Standard	All Uses
Lot Area, min. (sf.)	15,000
1 Lot Width, min. (ft.)	90
2 Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
3 Front Yard Setback, min. (ft.)	25
4 Side Yard Setback, min. (ft.)	8
5 Rear Yard Setback, min. (ft.)	15
6 Building Height, max. (ft.)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

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

Article 3: Zoning Districts

Sec. 17-3.2. Residential Base Zoning Districts

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

**(4) Reference to Other Standards**

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

ORDINANCE NO.: 2023-033

Annexing 5900 Indian Mound Road, Richland County TMS #13715-02-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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

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

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

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

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

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

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

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 5900 Indian Mound Road and TMS# 13715-02-02 containing 0.5 acre, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #3, Census Tract 116.04, and assigned a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family Large Lot (RSF-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13715-02-02

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023-033
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, the same being designated as Lot No. 4, Block "B" on a plat prepare for Harry R. E. Hampton by McMillan Engineering Company, dated November 28, 1962, revised November 21, 1963, and recorded in the Office of the R.M.C. for Richland County, South Carolina in Plat Book "U" at Page 104, being more particularly shown and delineated on a plat prepared for David H. Harrelson and Yulee E. Harrelson by Cox and Dinkins, Inc., dated December 30, 1988 and recorded in the said R.M.C. Office in Plat Book 52, at Page 4725, and according to said latter plat having the following boundaries and measurements, to-wit: On the North by Indian Mound Road, whereon it fronts and measures 149.68 feet; on the South by property designated on said plat as now or formerly Faucette, whereon it measures 84.82 feet; on the West by Lot No. 3, whereon it measures 199.86; be all measurements a little more or less.

LEGAL DEPARTMENT DRAFT

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

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

Property Description: All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, the same being designated as Lot No. 4, Block "B" on a plat prepare for Harry R. E. Hampton by McMillan Engineering Company, dated November 28, 1962, revised November 21, 1963, and recorded in the Office of the R.M.C. for Richland County, South Carolina in Plat Book "U" at Page 104, being more particularly shown and delineated on a plat prepared for David H. Harrelson and Yulee E. Harrelson by Cox and Dinkins, Inc., dated December 30, 1988 and recorded in the said R.M.C. Office in Plat Book 52, at Page 4725, and according to said latter plat having the following boundaries and measurements, to-wit: On the North by Indian Mound Road, whereon it fronts and measures 149.68 feet; on the South by property designated on said plat as now or formerly Faucette, whereon it measures 84.82 feet; on the West by Lot No. 3, whereon it measures 199.86; be all measurements a little more or less.

Richland County TMS: 13715-02-02

Property Address: 5900 Indian Mound Road

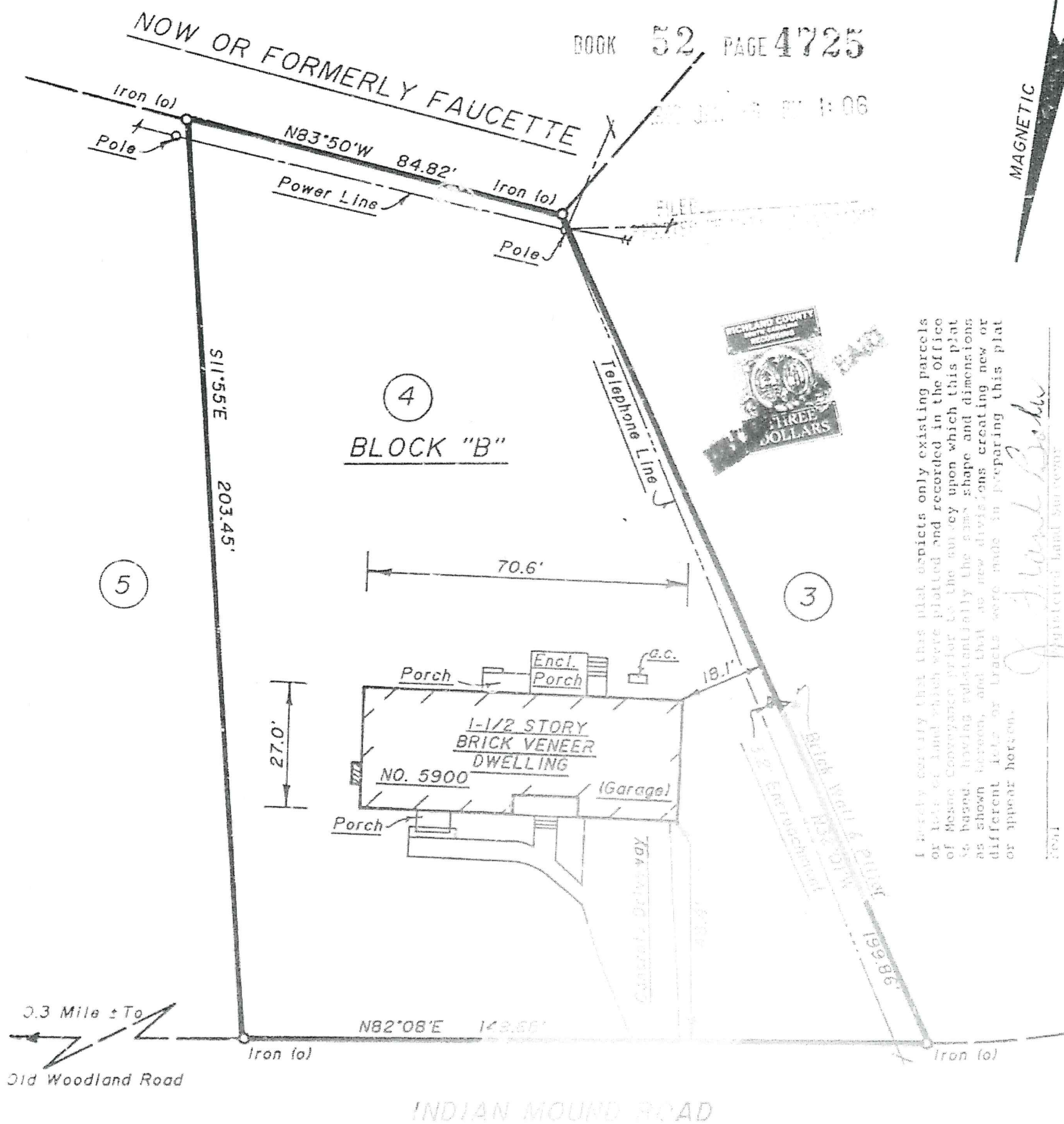
Diane Stanford Harrill Date: December 23, 2022

Diane Stanford Harrill, Trustee of the
 Diane Stanford Harrill Revocable Living
 Trust, dated April 7, 2020

BOOK 52 PAGE 4725

DEC 30 1988

MAGNETIC



I hereby certify that this plat depicts only existing parcels or lots of land which were plotted and recorded in the Office of Mesne Conveyance prior to the survey upon which this plat is based, having substantially the same shape and dimensions as shown herein, and that no new divisions creating new or different lots or tracts were made in preparing this plat or appear herein.

J. Frank Baker
Registered Land Surveyor

PLAT PREPARED FOR

DAVID H. HARRELSON & YULEE E. HARRELSON

RICHLAND COUNTY, NEAR COLUMBIA, S.C.

THE SAME BEING DESIGNATED AS LOT NO. 4, BLOCK "B", ON PLAT PREPARED FOR HARRY R. E. HAMPTON, BY McMILLAN ENGINEERING COMPANY, DATED NOVEMBER 28, 1962, REVISED NOVEMBER 21, 1963, AND RECORDED IN THE OFFICE OF REGISTER OF MESNE CONVEYANCE FOR RICHLAND COUNTY IN PLAT BOOK "U", PAGE 104.

DECEMBER 30, 1988

BOOK 52 PAGE 4725

COX and DINKINS, INC.

ENGINEERS & SURVEYORS

614 HOLLY STREET ; COLUMBIA, S. C. - 29205

HEREBY CERTIFY THAT THE MEASUREMENTS AS SHOWN ON THE ABOVE PLAT ARE CORRECT AND THAT THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

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 B.

1"=20'



J. Frank Baker
REG. LAND SURVEYOR

NO. 10799

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: January 11, 2023

RE: **Property Address:** 5900 Indian Mound Road
Richland County TMS#: 13715-02-02
Owner(s): Diane Stanford Harrill, Trustee
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Single Family Low Density (RS-LD)
Proposed City Zoning: Residential Single Family Large Lot (RSF-1)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 3
Census Tract: 116.04

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

Planning & Development Services staff will see to it that this matter is placed on the **February 9, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liasion
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 9-0
 on 2/9/23 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RSF-1 (Zoning classification) by 9-0
 on 2/9/23 (mm/dd/yyyy).

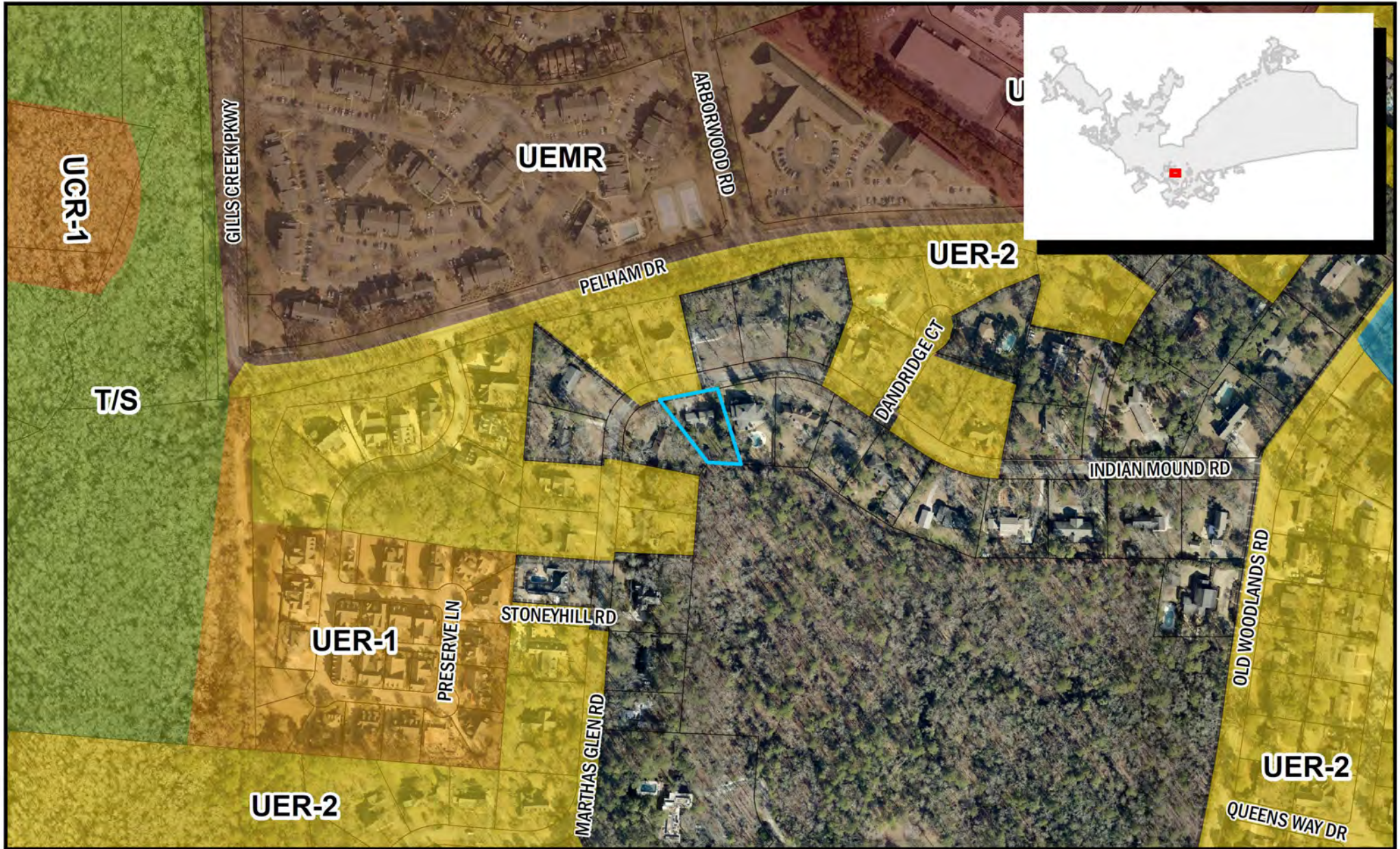

 (Signature of Annexation Coordinator)



Future Land Use Map

5900 Indian Mound Road, TMS# 13715-02-02;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed City FLU: UER-2

10.d



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/11/2023



We Are Columbia



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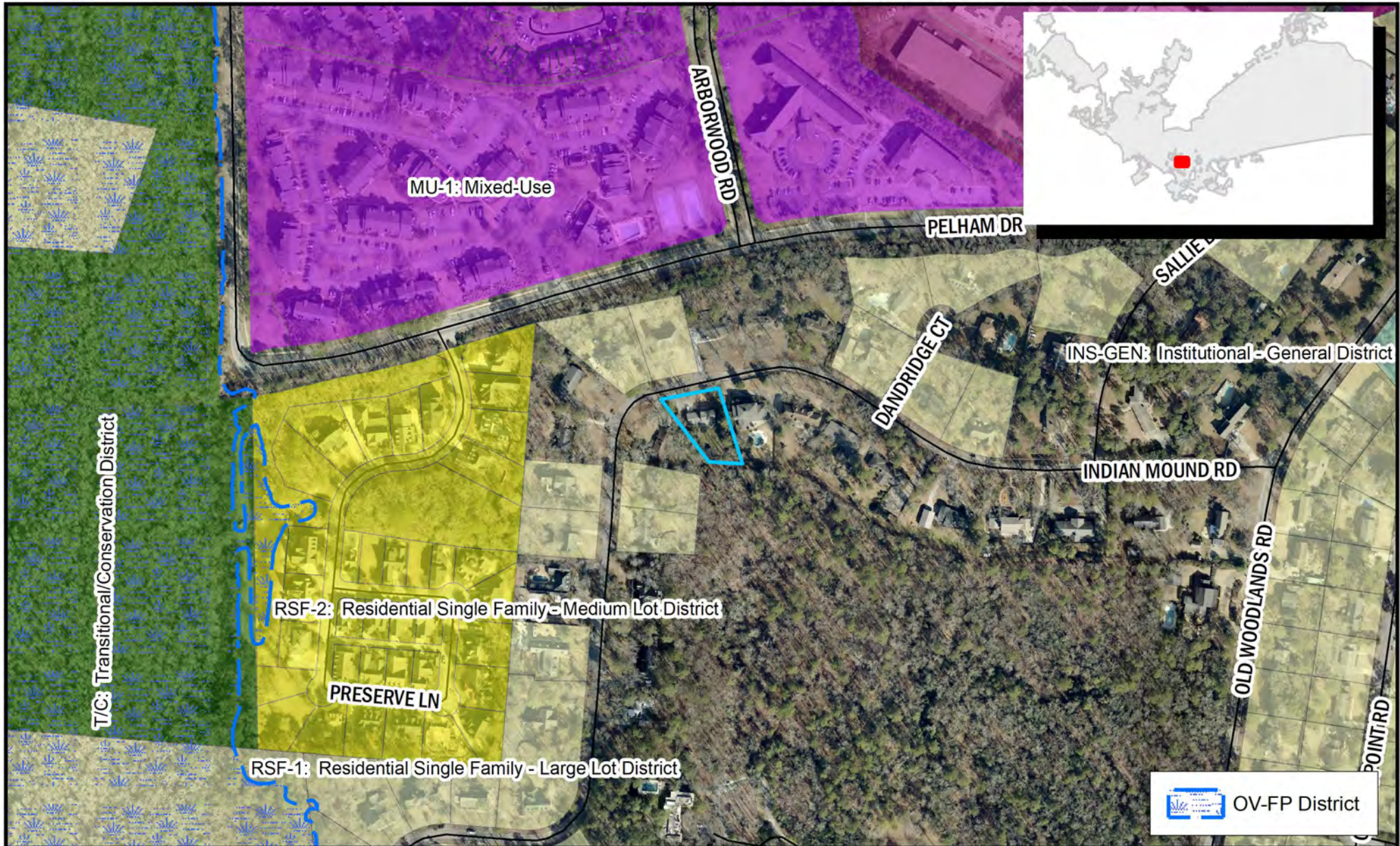
Packet Pg. 137

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

5900 Indian Mound Road, TMS# 13715-02-02;
Current Rich. Co. Zoning: RS-LD, Proposed City Zoning: RSF-1

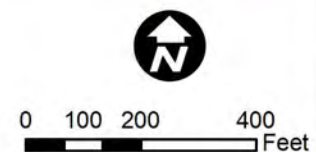
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Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/11/2023



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: FUTURE LAND USE MAP AMENDMENT
CONFIRMATION for 1008 S. Ott Road; TMS#13703-04-04

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-031 - Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for 1008 S. Ott Road; Richland County TMS# 13703-04-04; annexed by Ordinance No 2022-127 enacted January 17, 2023

Council District: 3

Proposal: Request to confirm the future land use classification of Urban Core Residential Small Lot (UCR-1). The property is currently assigned interim future land use classification of Urban Core Residential Small Lot (UCR-1).

Applicant: Rosewood Church

Staff Recommendation: Approval

Annexation

PC Recommendation: 12/08/2022; Approval

First Reading: 12/20/2022; Approved and Second Reading 01/17/2023; Approved

FLU, ZMA Confirmation

PC Recommendation: 02/09/2023; Approval (9-0)

First reading approval was given on March 21, 2023.

ATTACHMENTS:

- **#a:** LUMA-2022-0008_Ott1008South_LUMAConfirm_ZPH (PDF)
- **#b:** 2023-031 - 1008 S Ott LUMA Confirm (PDF)

Action Item (ID # 8262)

Meeting of April 4, 2023

HISTORY:

03/21/23

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

March 21, 2023 at 4:00pm

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

FUTURE LAND USE MAP AMENDMENT CONFIRMATION CASE SUMMARY 1008 S. Ott Road; TMS# 13703-04-04

Council District:	3
Proposal:	Request to confirm the future land use classification of Urban Core Residential Small Lot (UCR-1). The property is currently assigned interim future land use classification of Urban Core Residential Small Lot (UCR-1).
Applicant:	Rosewood Church
Staff Recommendation:	Approval
Annexation	
PC Recommendation:	12/08/2022; Approval
First Reading:	12/20/2022; Approved
Second Reading:	01/17/2023; Approved
FLU, ZMA Confirmation	
PC Recommendation:	02/09/2023; Approval (9-0)
1st Reading:	03/21/2023; Pending
2nd Reading:	04/04/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.31 acres
Current Use: Residential (vacant)
Proposed Use: Residential (vacant)
Current Interim Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Proposed Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current Interim Zoning: Residential Mixed District (RM-1), a portion within the Floodplain Overlay District (OV-FP)
Proposed Zoning: Residential Mixed District (RM-1), a portion within the Floodplain Overlay District (OV-FP)
Census Tract: 26.03

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned an interim future land use of Urban Core Residential Small Lot (UCR-1).

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a

place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

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

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

The subject property is located within the study area of the [Rosewood Corridor & Neighborhood Plan](#) (2012). As the subject property was not located within the City limits at the time of the planning effort, no specific recommendations for future land use or zoning were made for the property, though the plan did note that the property could be located within the potential neighborhood design overlay area (Ch. 4 Page 32). In general, the Plan discusses the need for walkability and improved/maintained tree canopy within Rosewood.

STAFF RECOMMENDATION

Staff recommends confirmation of the future land classification of Urban Core Residential Small Lot (UCR-1) for the property.



Future Land Use Map

1008 S. Ott Rd., TMS# 13703-04-04;
Current Interim FLU: UCR-1, Proposed FLU: UCR-1

11.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 12/5/2022



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Packet Pg. 144

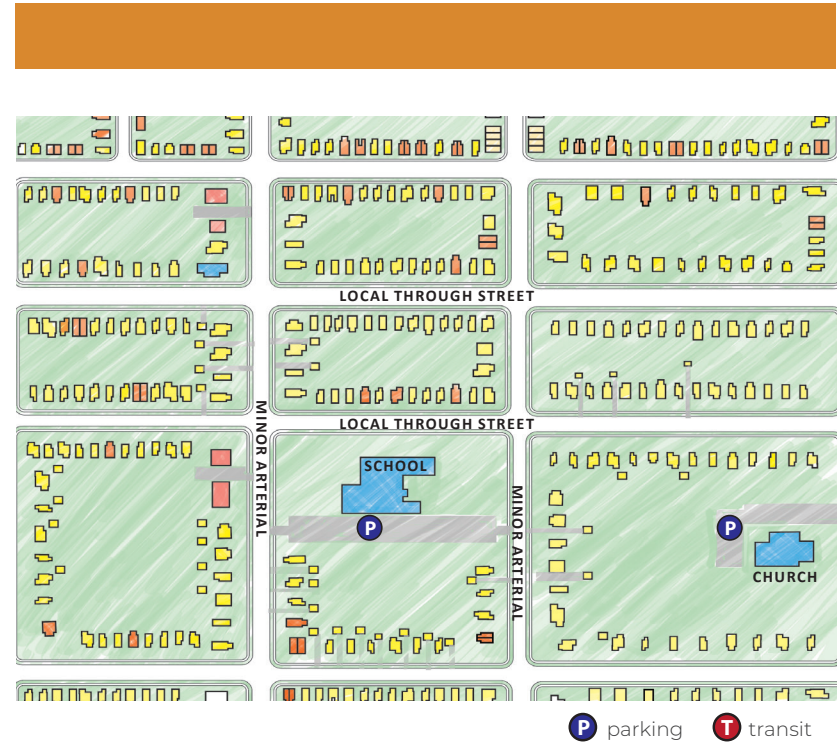
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Proposed Future Land Use Classification

Development Types

URBAN CORE RESIDENTIAL SMALL LOT (UCR-1)

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.



UCR-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family

TERTIARY TYPES

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

See matrix for appropriate park/open space types.

Development Types

UCR-I DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight; they include sidewalks and tree lawns, preferably lining both sides of the street. Local streets may be narrower than the principal and minor arterial roads.
- Transit may be found along principal and minor arterials or in adjacent activity corridors or centers.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban center. Alleyways are not common but can be used in redevelopment or infill to increase accessibility.
- The subdivision of blocks is regular and results in equally sized lots that average less than 8,700 square feet. Multiple smaller lots are consolidated to accommodate larger buildings like schools. Deeper lots may be found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Individual lots may have only one narrow side yard and have a zero lot line setback from front or side property lines, however buildings set in the center of the lot are also common.
- Housing is primarily single family residential, and most buildings are of a similar size, height, and style within a block. Building sizes vary, but most are one to two stories in height with less than 2,000 square feet of livable space per unit.
- Some lots have dedicated parking areas - in driveways, or detached garages located in the interior of the block. On-street parking is also common.



- Open spaces for community gardens or informal passive neighborhood and community scale parks are important open space elements in a more densely developed neighborhood.
- Architecture is vernacular and detailing is human scale with frequent windows, front entrances, porches, stoops, and/or balconies. Neighborhoods display era-specific architectural styles which should be used as a reference for scale and massing for any infill buildings.

ORDINANCE NO.: 2023-031

Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for 1008 S. Ott Road; Richland County TMS# 13703-04-04; annexed by Ordinance No 2022-127 enacted January 17, 2023

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

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

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings; and,

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

WHEREAS, the Columbia City Council has determined that the future land use classification of Industrial (IND) is appropriate for the subject property; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1008 S. Ott Road; Richland County TMS# 13703-04-04, annexed into the City of Columbia by Ordinance No.: 2022-127 enacted on January 17, 2023, and as shown in Attachment A, shall be incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, with a future land use classification of Urban Core Residential Small Lot (UCR-1).

Requested by:

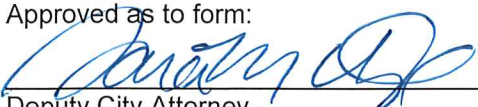
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

Attachment A

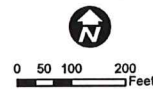
Future Land Use Map

1008 S. Ott Rd., TMS# 13703-04-04;
Current Interim FLU: UCR-1, Proposed FLU: UCR-1



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 12/5/2022



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** DATA SOURCE - CITY OF COLUMBIA GIS DIVISION



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT CONFIRMATION for 1008 S. Ott Road; TMS#13703-04-04

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-034 - Amending the Official Zoning Map to confirm the zoning for 1008 S. Ott Road, Richland County TMS# 13703-04-04; annexed by Ordinance No.: 2022-127 enacted January 17, 2023

Council District: 3

Proposal: Request to confirm the zoning of Residential Mixed District (RM-1), a portion within the Floodplain Overlay District (OV-FP). The property currently has interim zoning of Residential Mixed District (RM-1), a portion within the Floodplain Overlay District (OV-FP).

Applicant: Rosewood Church

Staff Recommendation: Approval

Annexation

PC Recommendation: 12/08/2022; Approval

First Reading: 12/20/2022; Approved and **Second Reading:** 01/17/2023; Approved

FLU, ZMA Confirmation

PC Recommendation: 02/09/2023; Approval (9-0)

First reading approval was given on March 21, 2023.

ATTACHMENTS:

- **#a:** ZMA-2022-0022_Ott1008South_ZMAConfirm_ZPH (PDF)

- #b: 2023-034 - Zoning Map Amendment to confirm zoning of 1008 S. Ott Road (PDF)
- #c: Ott1008_Zoning (JPG)

HISTORY:

03/21/23

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

March 21, 2023 at 4:00pm

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

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY 1008 S. Ott Road; TMS# 13703-04-04

Council District:	3
Proposal:	Request to confirm the zoning of Residential Mixed District (RM-1), a portion within the Floodplain Overlay District (OV-FP). The property currently has interim zoning of Residential Mixed District (RM-1), a portion within the Floodplain Overlay District (OV-FP).
Applicant:	Rosewood Church
Staff Recommendation:	Approval
Annexation	
PC Recommendation:	12/08/2022; Approval
First Reading:	12/20/2022; Approved
Second Reading:	01/17/2023; Approved
FLU, ZMA Confirmation	
PC Recommendation:	02/09/2023; Approval (9-0)
1st Reading:	03/21/2023; Pending
2nd Reading:	04/04/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.31 acres
Current Use: Residential (vacant)
Proposed Use: Residential (vacant)
Current Interim Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Proposed Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current Interim Zoning: Residential Mixed District (RM-1), a portion within the Floodplain Overlay District (OV-FP)
Proposed Zoning: Residential Mixed District (RM-1), a portion within the Floodplain Overlay District (OV-FP)
Census Tract: 26.03

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned an interim future land use of Urban Core Residential Small Lot (UCR-1).

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a

place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

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

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

The subject property is located within the study area of the [Rosewood Corridor & Neighborhood Plan](#) (2012). As the subject property was not located within the City limits at the time of the planning effort, no specific recommendations for future land use or zoning were made for the property, though the plan did note that the property could be located within the potential neighborhood design overlay area (Ch. 4 Page 32). In general, the Plan discusses the need for walkability and improved/maintained tree canopy within Rosewood.

PROPOSED ZONING DISTRICT SUMMARY

The parcel currently has interim zoning of Residential Mixed District (RM-1). Surrounding parcels within the City of Columbia are currently zoned Residential Single Family- Medium Lot (RSF-2) to the North and West. Surrounding parcels in unincorporated Richland County are currently zoned RM-MD to the East and South. A portion of this parcel is within the Floodplain Overlay District (OV-FP).

The proposed City of Columbia interim zoning district is Residential Mixed District (RM-1), a portion within the Floodplain Overlay District (OV-FP).

Residential Mixed District (RM-1)

The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

Floodplain Overlay District (OV-FP)

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.

STAFF RECOMMENDATION

Staff recommends the confirmation of the zoning of Residential Mixed District (RM-1), a portion within the Floodplain Overlay District (OV-FP) on the property.



Zoning Map

1008 S. Ott Rd., TMS# 13703-04-04;
Current Interim Zoning: RM-1, OV-FP, Proposed Zoning: RM-1, OV-FP

12.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 12/5/2022



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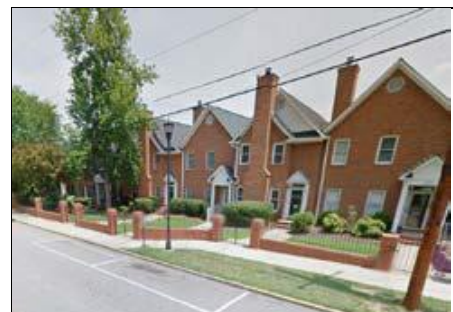
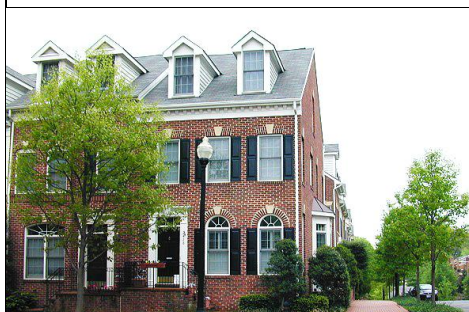
Packet Pg. 155

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Proposed Zoning District

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

The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

**(2) Use Standards**

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

(3) Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	5,000
1 Lot Width, min. (ft.)	75[1]/18[2]	50
2 Lot Depth, min. (ft.)	70	70
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	8.7
3 Front Yard Setback, min. (ft.)	15	15
4 Side Yard Setback, min. (ft.)	[3]	5
5 Rear Yard Setback, min. (ft.)	10	10
6 Building Height, max. (ft.)	40	40

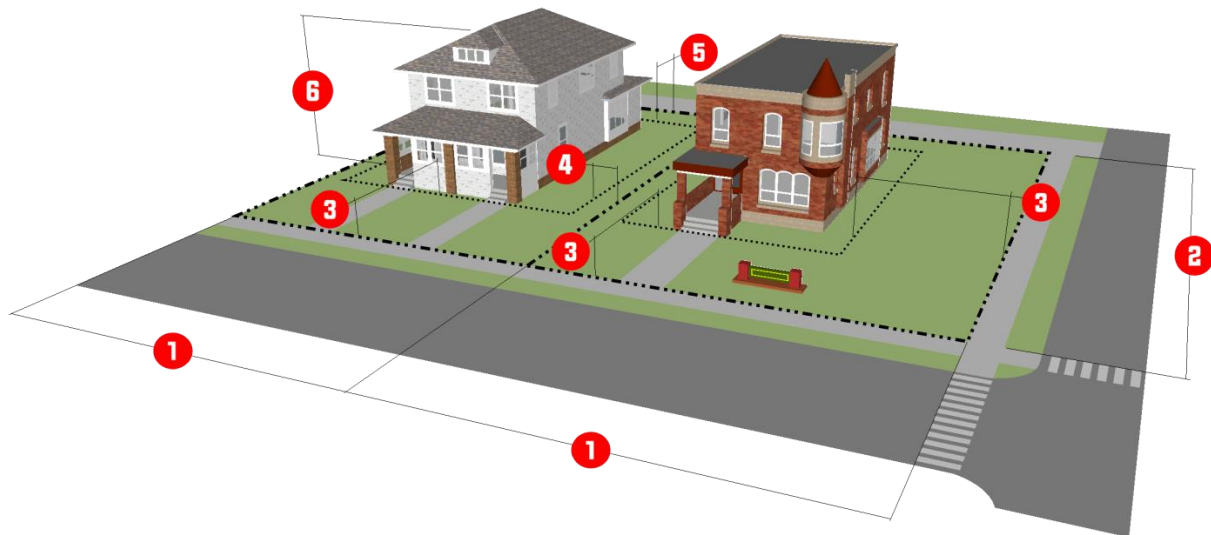
Notes: ft. = feet sf. = square feet du. = dwelling unit

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

[2] Applies to individual lots under individual units.

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

Article 3: Zoning Districts
 Sec. 17-3.2. Residential Base Zoning Districts
 (j) RM-1: Residential Mixed District



(4) Reference to Other Standards

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

ORDINANCE NO.: 2023-034

Amending the Official Zoning Map to confirm the zoning for 1008 S. Ott Road, Richland County TMS# 13703-04-04; annexed by Ordinance No.: 2022-127 enacted January 17, 2023

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to confirm the zoning for 1008 S. Ott Road, Richland County TMS# 13703-04-04; 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 _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1008 S. Ott Road and TMS# 13703-04-04 containing 0.31 acre and as shown in Attachment A, is hereby confirmed as Residential Mixed District (RM-1), a portion within the Floodplain Overlay District (OV-FP). 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:

Zoning Map

1008 S. Ott Rd., TMS# 13703-04-04;
Current Interim Zoning: RM-1, OV-FP, Proposed Zoning: RM-1, OV-FP

12.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 12/5/2022



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **AMENDMENT TO THE UNIFIED DEVELOPMENT
ORDINANCE for Design Development Review Commission**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2022-032 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, (Unified Development Ordinance), Article 2, Administration, Section 17-2.3(e)(2)(a)(3), Design Development Review Commission, Membership and Terms

Proposal: Request to amend Chapter 17 Article 2 of the Columbia Code of Ordinance concerning membership qualifications

Applicant: Council member Howard Duvall

Staff Recommendation: City Council Sponsored

PC Recommendation: 02/09/2023; Approval (9-0)

First reading approval was given on March 21, 2023.

ATTACHMENTS:

- **#a:** TA-2022-0008_DDRCMembership_ZPH (PDF)
- **#b:** 2023-032 - Text Amendment DDRC Membership 12-12-22(PDF)

HISTORY:

03/21/23

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

March 21, 2023 at 4:00pm

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

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE

Design Development Review Commission

Proposal:	Request to amend Chapter 17 Article 2 of the Columbia Code of Ordinances concerning membership qualifications
Applicant:	Councilmember Howard Duvall
Staff Recommendation:	City Council Sponsored
PC Recommendation:	02/09/2023; Approval (9-0)
ZPH, 1st Reading:	03/21/2023; Pending
2nd Reading:	04/04/2023; Pending

DETAIL

City council has expressed interest in providing additional flexibility in the qualifications of the DDRC membership requirements, specifically the requirement of a person “experienced as an architectural historian” while maintaining the expertise needed on the board of architectural review. The proposed language would add “an individual with demonstrated preservation experience” to the available professional qualifications for membership.

The attached amendment is proposed to satisfy that request.

STAFF RECOMMENDATION

City Council Sponsored Amendment.

ORDINANCE NO.: 2022-_____

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, (Unified Development Ordinance), Article 2, Administration, Section 17-2.3(e)(2)(a)(3), Design Development Review Commission, Membership and Terms

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2022, that the City of Columbia's *Unified Development Ordinance*, Article 2, Administration, Section 17-2.3(e)(2)(a)(3), Design Development Review Commission, Membership and Terms, is amended to read as follows:

(e) Design Development Review Commission

A board of architectural review, which shall be known as the Columbia Design and Development Review Commission (abbreviated "DDRC" in this Ordinance), is established in accordance with State law under this Ordinance.

(1) Powers and Duties

The DDRC shall have the following powers and duties under this Ordinance:

- a. To review and make recommendations to the City Council on the following:
 1. Zoning Map Amendments involving Historic Districts and Landmarks Designations or Design Districts Designations (Sec. 17-2.5(c));
- b. To review and decide applications for the following:
 1. Major Certificates of Design Approval – Historic Districts and Landmarks (Sec. 17-2.5(g)(5)) and
 2. Major Certificates of Design Approval – Design District (Sec. 17-2.5(h)(5)).
- c. To hear and decide appeals from decisions of the Zoning Administrator on the following:
 1. Minor Certificates of Design Approval – Historic Districts and Landmarks (Sec. 17-2.5(g)(4)) and
 2. Minor Certificates of Design Approval – Design District (Sec. 17-2.5(h)(4)).
- d. Plan and direct continuing studies of areas, physical features and improvements in the City relating to urban design, historic preservation, beautification, civic improvement and other considerations in furtherance of this Ordinance. In doing so, the DDRC shall properly coordinate such plans and studies with the various departments and agencies of the City.
- e. Engage in educational activities related to promoting appropriate urban design, historic preservation, and the conservation of historic or aesthetic features of the City.
- f. Advise and assist the City Council, at the Council's request, to further the purposes of this Ordinance.

(2) Membership and Terms

a. Number, Appointment, and Qualifications

1. The DDRC shall consist of nine members appointed by the City Council. No member shall hold any other public office or position in the City or County.
2. Of the members appointed to the DDRC, at least one shall be an architect registered in the State, at least one shall be a lawyer admitted to practice before the South Carolina Supreme Court, at least one shall be experienced as an individual with demonstrated preservation experience or as an architectural historian, at least one shall be experienced as a city planner, at least one shall be a real estate developer or licensed real estate broker, one shall be an architect with historic preservation experience, and the remainder, if any, shall be persons who, by reason of other experience or education, shall be qualified for service on the DDRC.

b. Terms

Members shall be appointed for three-year terms. Members may continue to serve until their successors are appointed.

c. Current Members

Members of the DDRC on August 30, 2021 shall continue to serve at the pleasure of the City Council until their respective terms expire according to the rules in place when they were appointed, unless they are removed in accordance with subsection d below.

d. Removal

The City Council may remove a member of the DDRC for cause, after written notice and a public hearing. Cause may include, but is not limited to, nonattendance at meetings.

e. Vacancies

Vacancies, for whatever reason, shall be filled by the City Council for the balance of an unexpired term.

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

This ordinance shall take effect upon the date of final reading.

Requested by:

Councilmen Taylor and Duval

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

City Attorney

City Clerk

Introduced:

Final Reading:

DRAFT

ORDINANCE NO.: 2022-032

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, (Unified Development Ordinance), Article 2, Administration, Section 17-2.3(e)(2)(a)(3), Design Development Review Commission, Membership and Terms

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2023, that the City of Columbia's *Unified Development Ordinance*, Article 2, Administration, Section 17-2.3(e)(2)(a)(3), Design Development Review Commission, Membership and Terms, is amended to read as follows:

(e) Design Development Review Commission

A board of architectural review, which shall be known as the Columbia Design and Development Review Commission (abbreviated "DDRC" in this Ordinance), is established in accordance with State law under this Ordinance.

(1) Powers and Duties

The DDRC shall have the following powers and duties under this Ordinance:

- a. To review and make recommendations to the City Council on the following:
 1. Zoning Map Amendments involving Historic Districts and Landmarks Designations or Design Districts Designations (Sec. 17-2.5(c));
- b. To review and decide applications for the following:
 1. Major Certificates of Design Approval – Historic Districts and Landmarks (Sec. 17-2.5(g)(5)) and
 2. Major Certificates of Design Approval – Design District (Sec. 17-2.5(h)(5)).
- c. To hear and decide appeals from decisions of the Zoning Administrator on the following:
 1. Minor Certificates of Design Approval – Historic Districts and Landmarks (Sec. 17-2.5(g)(4)) and
 2. Minor Certificates of Design Approval – Design District (Sec. 17-2.5(h)(4)).
- d. Plan and direct continuing studies of areas, physical features and improvements in the City relating to urban design, historic preservation, beautification, civic improvement and other considerations in furtherance of this Ordinance. In doing so, the DDRC shall properly coordinate such plans and studies with the various departments and agencies of the City.
- e. Engage in educational activities related to promoting appropriate urban design, historic preservation, and the conservation of historic or aesthetic features of the City.
- f. Advise and assist the City Council, at the Council's request, to further the purposes of this Ordinance.

LEGAL DEPARTMENT DRAFT

(2) Membership and Terms

a. Number, Appointment, and Qualifications

1. The DDRC shall consist of nine members appointed by the City Council. No member shall hold any other public office or position in the City or County.
2. Of the members appointed to the DDRC, at least one shall be an architect registered in the State, at least one shall be a lawyer admitted to practice before the South Carolina Supreme Court, at least one shall be experienced as an individual with demonstrated preservation experience or as an architectural historian, at least one shall be experienced as a city planner, at least one shall be a real estate developer or licensed real estate broker, one shall be an architect with historic preservation experience, and the remainder, if any, shall be persons who, by reason of other experience or education, shall be qualified for service on the DDRC.

b. Terms

Members shall be appointed for three-year terms. Members may continue to serve until their successors are appointed.

c. Current Members

Members of the DDRC on August 30, 2021 shall continue to serve at the pleasure of the City Council until their respective terms expire according to the rules in place when they were appointed, unless they are removed in accordance with subsection d below.

d. Removal

The City Council may remove a member of the DDRC for cause, after written notice and a public hearing. Cause may include, but is not limited to, nonattendance at meetings.

e. Vacancies

Vacancies, for whatever reason, shall be filled by the City Council for the balance of an unexpired term.

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

This ordinance shall take effect upon the date of final reading.

Requested by:

Councilmen Taylor and Duval

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2023-027 - Authorizing consumption of beer and wine only within Newman Street between River Drive and North Main Street, Drayton Street between Newman Street and Anthony Avenue and Anthony Avenue between Drayton Street and River Drive for the South Carolina Cornbread Festival on Sunday, April 30, 2023

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-027 - SC Cornbread Festival (Apr 30) (PDF)

RESOLUTION NO.: R-2023-027

Authorizing consumption of beer and wine only within Newman Street between River Drive and North Main Street, Drayton Street between Newman Street and Anthony Avenue and Anthony Avenue between Drayton Street and River Drive for the South Carolina Cornbread Festival on Sunday, April 30, 2023

WHEREAS, the North Columbia Business Association ("Sponsor") is sponsoring the South Carolina Cornbread Festival on Sunday, April 30, 2023 from 1:00 p.m. until 6:00 p.m.; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 7:00 a.m. to 8:00 p.m. of Newman Street between River Drive and North Main Street, Drayton Street between Newman Street and Anthony Avenue and Anthony Avenue between Drayton Street and River Drive for preparation and staging of the area for an outdoor event to be held between 1:00 p.m. until 6:00 p.m., and for patrons to consume beer and wine beverages only on Sunday, April 30, 2023 from 1:00 p.m. until 5:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited within Newman Street between River Drive and North Main Street, Drayton Street between Newman Street and Anthony Avenue and Anthony Avenue between Drayton Street and River Drive for the South Carolina Cornbread Festival, 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 30, 2023, from 1:00 p.m. until 6:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at Newman Street between River Drive and North Main Street, Drayton Street between Newman Street and Anthony Avenue and Anthony Avenue between Drayton Street and River Drive 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, and which shall avoid the debris pile existing at the event location.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require its agents, employees, vendors, contractors, and event attendees to adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face coverings, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event

LEGAL DEPARTMENT DRAFT

during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours 8:00 a.m. until 8:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2023, that the sale of beer and wine beverages only in plastic containers or cans only is authorized on Sunday, April 30, 2023, from 1:00 p.m. until 5:30 p.m.

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages, other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer and/or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by Organizer and the City's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris to the collection point designated by the City in a timely manner. If the Organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of Newman Street between River Drive and North Main Street, Drayton Street between Newman Street and Anthony Avenue and Anthony Avenue between Drayton Street and River Drive that serves as the designated event area, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South

Carolina, the designated event area of courtyard/plaza area adjacent to the Museum for Arts and Draughts, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the Organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning, at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event Organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in the immediate cancellation of the event and/or a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-037 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Buildings Regulations, to add Article IX, Short Term Rentals

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on March 21, 2023.

ATTACHMENTS:

- **#a:** 2023-037 - Short Term Rental (PDF)

HISTORY:

03/21/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-037

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Buildings Regulations, to add Article IX, Short Term Rentals

WHEREAS, City Council finds that there is a growing national interest for short-term accommodations in traditional neighborhood settings and that the provision of such accommodations can be beneficial to the public if potential negative impacts are managed. Short-term rentals also serve to bolster the city's tourism industry by providing alternatives to traditional hotels and motels for the traveling public; and

WHEREAS, when properly regulated, City Council finds that short-term rentals provide a means of assisting property owners with keeping properties in good order and repair, which in turn, assists in stabilizing home ownership, and maintaining property values in neighborhoods; and

WHEREAS, City Council finds that it is necessary to protect the residential character of city neighborhoods. Absent appropriate controls on the manner of short-term rentals, neighborhoods stand to be harmed by undue commercialization and disruption to the primary and overarching purpose of a neighborhood being first and foremost a residential community.

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2023, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5 is hereby amended by adding Article IX to read as follows:

ARTICLE IX. SHORT TERM RENTALS

Sec. 5-400. Scope of Article.

Unless otherwise specified, the requirements and provisions of this Article shall apply to owner-occupied and non-owner-occupied short-term rentals (collectively called "short-term rentals") made available to occupants for periods of less than 30 consecutive days in the municipal limits of the City. This Article does not apply to hotels, motels, bed and breakfast establishments, or inns that are subject to and compliant with the City's business license and other applicable Code requirements. Unless otherwise specified, this Article does not apply to rentals that are rented for a period of 30 days or greater and that are subject to the City's rental housing regulations found in Chapter 5, Article VIII of the Code.

Sec. 5-401. Definitions.

Unless otherwise expressly stated, the following terms shall, for the purposes of this Article, have the meanings shown in this section. Where terms are not defined, through the methods authorized by this section or Code, such terms shall have ordinarily accepted meaning such as the context implies.

Citation means a charge or formal written accusation of violation of a City, state or federal law, regulation or ordinance.

Dwelling unit means any structure or portion of a structure arranged or designed to provide independent living facilities for living, sleeping, and personal hygiene and that may legally be used for habitation by humans.

Guest means any person who occupies a short-term rental.

Owner-occupied means a dwelling unit that is lawfully classified as owner-occupied by Richland County and is receiving the 4% special assessment ratio.

Non-owner-occupied means a dwelling unit that is not owner-occupied and is used and/or advertised for rent for transient occupancy by guests.

Residential district means residential base zoning district as defined by Section 17-3.2 of the Unified Development Ordinance

Responsible local representative means a person having his or her place of residence or business office within 45 miles of the short-term rental property and designated by the property owner as the agent responsible for operating such property in compliance with the City's ordinances and having been authorized by appointment to accept service of process on behalf of the owner pursuant to Rule 4(d)(1) of the South Carolina Rules of Civil Procedure.

Short-term rental (STR) means the use and enjoyment of a dwelling unit, or portion thereof, for a duration of less than 30 consecutive days in exchange for valuable consideration. Hotels, motels, bed and breakfast establishments, and inns are excluded from this definition.

SEC. 5-402. SHORT-TERM RENTAL REGULATIONS

The following regulations apply to all dwelling units being used as a short-term rental in the City:

- (a) Determination of Short-Term Rental Offering: Any advertisement for an STR by the owner or responsible local representative is sufficient to determine that a dwelling unit is being offered as a short-term rental.
- (b) Business License Required: The owner or responsible local representative offering a dwelling unit as a short-term rental shall obtain a business license and comply with all business license and revenue collection laws of the City of Columbia, Richland County, and State of South Carolina.
- (c) Code Compliance Required: The owner of a permitted STR shall ensure the STR property and dwelling unit is in compliance with all City ordinances at all times, which include, but are not limited to:

- (1) Animal Control, Chapter 4;
- (2) Building and Building Regulations, Chapter 5;
- (3) Environmental Health and Sanitation, Chapter 8;
- (4) Fire Prevention and Protection, Chapter 9;
- (5) Unified Development Ordinance, Chapter 17; and
- (6) Solid Waste Management, Chapter 19.

(d) Safety Inspection: A safety inspection to ensure compliance with the regulations in this Article may be performed by the City if deemed necessary and with 24-hour notice to the permit holder.

(e) Records Required: The property owner shall maintain the following which shall be made available to the City upon request:

- (1) For a period of two years, records demonstrating compliance with these provisions, including but not limited to, information demonstrating residency, if required; the number of days per calendar year the residential unit has been rented as an STR; and compliance with the insurance requirement in this section; and
- (2) The name and phone number of each short-term guest that booked the STR for the previous two years.

(f) Contact: The property owner must be willing to take phone calls at all times to address issues with the short-term rental; or the owner must provide the name, mailing address, and telephone number of a designated responsible local representative who is willing to take phone calls at all times if needed to address issues with the short-term rental use, and who is authorized to accept service of process on behalf of the owner.

(g) Permits are non-transferrable: If ownership of a permitted dwelling unit changes, the new owner must obtain a new permit before operating any part of the dwelling unit as an STR.

(h) Minimum Guest's Age: The guest making the booking or reservation for an STR shall be at least eighteen (18) years of age.

(i) Minimum Stay Duration: The short-term rental shall not be available for occupancy for a period of less than one night.

(j) Permit Number in Advertisement: Any online advertisement for an STR must include the current STR permit number, as issued by the City, within the description section of the advertisement.

(k) House Manual: At a minimum, the following shall be made available to each short-term guest:

- (1) Emergency contact numbers;
- (2) The name and contact information for the owner or responsible local representative;
- (3) Instructions or a diagram of the designated parking space(s); and
- (4) The house rules imposed on guests by the owner.

(l) Parking Spaces Required: Two parking spaces per dwelling unit must be made available and designated on an STR property. Guests must be notified of the parking plan and the maximum number of vehicles allowed

(m) Maximum Occupancy: The maximum overnight occupancy of an STR shall not exceed two persons, excluding minor children, per bedroom, plus two additional people per dwelling unit.

(n) Identity Verification: The owner or responsible local representative shall be responsible for determining that any guest occupying the STR is listed in the booking or reservation for the STR.

(o) Neighbor Notification: The owner or responsible local representative of an STR shall notify each household immediately adjacent to the STR and any neighborhood association, if the STR is located in a neighborhood with such an association, that the property is being operated as an STR and must provide such households and association with the address of the STR and the phone number of the owner or responsible local representative.

SEC. 5-403. SHORT-TERM RENTAL PERMIT REQUIRED

(a) No dwelling unit in the City shall be operated as a short-term rental without a current STR permit issued by the City of Columbia. The permitting process shall begin 30 days after enactment of this Article. Current owners of a STR must obtain a permit within 120 days of the beginning of the permitting process. Permits are to be issued and renewed on an annual basis and will only be issued or renewed to an owner or responsible local representative having his or her place of residence or business office within 45 miles of the STR property. If residing outside of 45 miles of the STR property, the owner may only obtain a permit if he or she has a responsible local representative.

(b) An STR permit authorizes the permit holder to operate one dwelling unit as an STR. Any person seeking to operate multiple STR's shall be required to obtain a separate STR permit for each dwelling unit address sought to be operated as an STR.

(c) Applications for renewals of STR permits must be submitted by July 1, of each year, except that any holder of a permit issued before July 1, 2023, will have until July 1, 2024, to submit an application for renewal. Beginning in 2024, any application for a permit renewal not submitted by July 31, will result in the loss of the permit.

(d) STR permits are non-transferable. A new owner or responsible local representative of a permitted STR shall be required to obtain a new and separate permit for the dwelling unit by submitting a new STR permit application.

(e) The permits required by this Article are regulated privileges, not rights, and can be revoked by the City in accordance with the provisions provided in this Article.

SEC. 5-404. SHORT-TERM RENTAL PERMIT APPLICATION & FEES

(a) An application is required for initial permit issuance and permit renewal and must be submitted on a form provided by the City. A separate application is required for each permit or renewal being sought. The STR application shall contain, at a minimum, the following information:

- (1) The address of the dwelling unit;
- (2) The number of bedrooms in the dwelling unit;
- (3) The names, mailing addresses, and phone numbers, of the owner(s) and any responsible local representative;
- (4) The address where the owner or responsible local representative will accept notices and orders;
- (5) An affidavit signed by the property owner certifying the property complies with all fire and building code ordinances;
- (6) Certification that the owner has read applicable city regulations, including, but not limited to, those found in Section 5-402(c) of this Article;
- (7) Certification that the owner is aware that penalties may be assessed for violations by guests; and
- (8) Copy of general liability insurance.

(b) The permit fees shall be paid at the time of application submission. These fees are established by City Council and may be changed from time to time. These fees include the following:

- (1) A non-refundable application fee of \$50; and
- (2) For an owner-occupied STR, a non-refundable STR permit registration fee of \$100.00; or
- (3) For a non-owner-occupied STR, a non-refundable STR permit registration fee of \$250.00 per dwelling unit.
- (4) Any permit renewal application and associated fees submitted after July 1, will incur a late fee of \$100.

LEGAL DEPARTMENT DRAFT

(c) An STR permit holder shall notify the City of any changes to the information submitted in the application within 30 days after any such change occurs.

SEC. 5-405. CRITERIA FOR PERMIT ISSUANCE

(a) Unless otherwise provided for by this Article, the City shall issue an STR permit, within 30 days from application submission, to an applicant if the following criteria are met:

- (1) The City has determined that the STR application is complete and all permit fees have been paid;
- (2) The dwelling unit listed in the application has been certified by the applicant that the dwelling unit complies with all applicable fire and building codes. If, however, the City has reason to believe a safety inspection is deemed necessary, the dwelling unit must pass a safety inspection;
- (3) The City has determined that all requirements of this Article are satisfied; and
- (4) Issuance of the permit will not violate any other provision of this Article.

SEC. 5-406. SHORT-TERM RENTAL PERMIT EQUIVALENCY

An STR permit issued pursuant to this Article shall be considered the equivalent of a rental permit for the purposes of Section 5-326. A holder of a current and valid STR permit may rent the dwelling unit for periods of 30 days or greater without obtaining a separate rental permit as required under Section 5-326 so long as all requirements of Chapter 5, Article VIII are satisfied and the permit holder notifies the City that the dwelling unit is being rented for periods of 30 days or greater

SEC. 5-407. VIOLATIONS

(a) STR owners or their responsible local representative are ultimately responsible for the conduct of their occupants and guests, regardless of whether the owners are present at the dwelling unit. Violations include, but are not limited to:

- (1) Intentionally providing false or inaccurate information about a dwelling unit or short-term rental to the City;
- (2) Failure to have a valid STR permit for any dwelling unit at a time when it is used in whole or in part as a short-term rental;
- (3) Violation of any part of this article;
- (4) Violation of any City or Richland County ordinance or state or federal law by owners, responsible local representatives, operators, lessors, agents,

occupants, or guests of short-term rentals but any such violation must have a nexus to the dwelling unit subject to the violation.

(b) Violations shall apply as points towards revocation of the permit for as follows:

(1) *Single-household dwellings and townhouses.* Violations that occur anywhere on the premises shall apply to the permitted dwelling unit.

(2) *Multi-unit structures.*

- a. Violations that occur within an individual unit shall apply to that unit.
- b. Violations occurring outside of the units shall be assigned to the unit responsible as determined by the investigating party for the offense.

(c) In the event a citation or violation takes place at an STR or dwelling unit regulated by this article, such violation shall be grounds for the accumulation of points as follows:

(1) For one or more written warnings given in any 24-hour period for one or more of the violations listed above, points will be assessed on the permit for that STR or dwelling unit in accordance with following:

- a. *First offense.* One point will be assessed for the first occurrence of a citation, violation, or offense.
- b. *Second offense and each offense thereafter.* Five points will be assessed for a second occurrence and each occurrence thereafter of a citation, violation, or offense within the last 12 months.
- c. *Serious offense.* Ten points will be assessed for any serious violation or offense that could result in serious bodily injury or death to occupants as determined by the chief of police. A serious offense includes failure to comply with any Emergency Order issued by the City of Columbia, any Executive Order issued by the Governor of the State of South Carolina, or any local, state or federal law, regulation or mandate to address a health or safety concern including but not limited to a public health outbreak (including a pandemic or wide-spread and/or infectious disease outbreak), natural disasters, war, terrorist act, strike, fire, release of nuclear material or dangerous substance into the environment or other catastrophic event.

(2) After points are assessed on a permit for a dwelling unit, the police chief or designee will send a written warning to the owner or responsible local representative. Each warning will specify which ordinance or law has been violated and will state that further warnings or violations could lead to a revocation of the permit. Each warning will be sent by regular mail to the address of the owner or responsible local representative, as identified on the permit application, as well as a copy of the warning mailed to the property address of the subject property.

LEGAL DEPARTMENT DRAFT

(3) A fee of \$100.00 will be assessed per point for each point accumulated due within 30 days of assessment and no later than any renewal of the permit.

(4) If a person is found not guilty, or the case against them for a violation is dismissed, then the point shall be removed from the permit as if it had not been assessed.

SEC. 5-408. REVOCATION OF PERMIT

(a) Accumulation of 15 or more points on a STR permit within a 12 month period shall subject the owner to proceedings to revoke the permit and the following procedure shall be followed:

(1) The police chief or designee shall cause to be served written notice to show cause why the permit should not be revoked. Service shall be deemed complete if personally delivered upon the owner or responsible local representative by any officer authorized by law to serve process or a duly appointed law enforcement officer of the city police department. The person serving process shall make proof of service within the time during which the person served must respond to the process. If service cannot be personally made within the city, then service may be made by notice posted on the property and mailed certified return receipt to the last known address of record.

(2) The owner or responsible local representative shall have 15 days from the date of service to request a hearing to appeal the revocation of the permit. The request shall be sent to the police chief by certified mail, return receipt requested. If such request is not timely made, the revocation shall take effect on the 21st day after the date of service to show cause.

(3) Upon request for a hearing, the police chief or designee is authorized to schedule the appeal with the property maintenance board of appeals (PMBoA) at the next regularly scheduled meeting or special called meeting by the board.

(4) Once the hearing is scheduled, the property should be posted to announce the hearing date to the general public.

(5) In conducting the hearing, the PMBoA shall have the power to administer oaths, issue subpoenas, compel the production of books, paper, and other documents, and receive evidence. All parties shall have an opportunity to respond, to present evidence and argument on all issues involved, to conduct cross-examination and submit rebuttal evidence, to submit proposed findings of facts and orders, to file exceptions to the PMBoA's recommended order, and to be represented by counsel or other qualified representative. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The lack of actual knowledge of, acquiescence to, participation in, or responsibility for, a public nuisance at common law or a noxious use of private property on the part of the owner

LEGAL DEPARTMENT DRAFT

or responsible local representative shall not be a defense by such owner or responsible local representative.

- (6) If the PMBoA finds that the violations resulting in the accumulation of 15 or more points did in fact occur and that 15 or more points have accumulated on the permit within a 12-month period, then PMBoA shall prepare a recommended order.
- (7) If the PMBoA finds 15 or more points have not accumulated on the permit within a 12-month period, the PMBoA will prepare a recommended order to dismiss the revocation action and recommend which points, if any, should be rescinded from the permit based upon the actions taken by the owner to seek compliance with the City's ordinances.
- (8) The PMBoA's recommended order shall consist of findings of fact, conclusions of law and recommended relief. The police chief or designee shall transmit the recommended order to the city manager and the owner or responsible local representative. The owner or responsible local representative shall have 15 days from the date of the hearing officer's order to submit written exceptions to the PMBoA's recommended order. The city manager shall review such order and any written exceptions by the owner and may set forth any deficiencies he/she finds with respect to the order. Said deficiencies shall be limited to determinations that the findings were not based upon competent, substantial evidence, or that the proceedings on which the findings were based did not comply with the essential requirements of law. In reviewing such recommended order, the city manager shall not have the power to receive or consider additional evidence and shall not have the power to reject or modify the findings of fact or conclusions of law contained in the recommended order. The city manager may remand the recommended order along with the delineated deficiencies back to the PMBoA for consideration of the deficiencies. The PMBoA shall address the deficiencies in an addendum to the recommended order. The city manager shall then either: (a) adopt the recommended order and addendum, if applicable, in its entirety; or (b) adopt the findings of fact and conclusions of law in the recommended order and addendum, if applicable, and reject or modify the recommended relief. The action of the city manager shall be the final order of the city.
- (9) The city manager or designee shall provide notice of the final order within five days of the date of the final order.
- (10) In addition to the above-described procedures, the city attorney is authorized to file for injunctive relief to abate the public nuisance at common law or noxious use of private property pursuant to law.
- (11) The final order of the city is subject to certiorari review in a court of competent jurisdiction in Richland or Lexington County, South Carolina.

LEGAL DEPARTMENT DRAFT

SEC. 5-409. PERMIT APPLICATION AFTER REVOCATION

Upon revocation of an STR permit of a dwelling unit, the owner or responsible local representative of the dwelling unit will not be eligible to apply for a new permit for the dwelling unit subject to permit revocation until six months have passed from the date of revocation. The City shall not issue an STR permit for a dwelling unit that has been subject to a permit revocation more than once.

Requested by:

Councilman Duvall _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

City Attorney_____
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-028 - Authorizing land swap with University of South Carolina of the unopened right-of-way of College Street between Gadsden Street and Wayne Street, Richland County TMS #08915-02-01 and TMS #08915-04-01 in exchange for 0.08 acre of the Gadsden Street right-of-way south of College Street, adjacent to the eastern boundary of Richland County TMS #08915-04-01 and TMS #08915-04-02 and 0.12 acre of the Gadsden Street right-of-way north of College Street, adjacent to the eastern boundary of Richland County TMS #08915-02-01; and authorizing the City Manager to execute a Maintenance Agreement between University of South Carolina and the City of Columbia for the ongoing maintenance of this Project

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2023-028 - Land swap w USC (PDF)
- **#b:** APPROVED Gadsden Maint Agreement MASG Redlines 03142023 (PDF)

ORDINANCE NO.: 2023-028

Authorizing land swap with University of South Carolina of the unopened right-of-way of College Street between Gadsden Street and Wayne Street, Richland County TMS #08915-02-01 and TMS #08915-04-01 in exchange for 0.08 acre of the Gadsden Street right-of-way south of College Street, adjacent to the eastern boundary of Richland County TMS #08915-04-01 and TMS #08915-04-02 and 0.12 acre of the Gadsden Street right-of-way north of College Street, adjacent to the eastern boundary of Richland County TMS #08915-02-01; and authorizing the City Manager to execute a Maintenance Agreement between University of South Carolina and the City of Columbia for the ongoing maintenance of this Project

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this _____ day of _____, 2023, that the City Manager is hereby authorized to execute Quitclaim Deeds and any other documents necessary to effect the conveyance of 0.08 acre of the Gadsden Street right-of-way south of College Street adjacent to the eastern boundary of Richland County TMS #08915-04-01 and TMS #08915-04-02 and 0.12 acre of the Gadsden Street right-of-way north of College Street adjacent to the eastern boundary of Richland County TMS #08915-02-01, from the University of South Carolina to the City of Columbia, in exchange for the conveyance of the unopened right-of-way of College Street between Gadsden Street and Wayne Street, Richland County TMS #08915-02-01 and TMS #08915-04-01 from the City of Columbia to University of South Carolina, in furtherance of the University of South Carolina Campus Village Parking Project.

In addition, the City Manager is hereby authorized to execute the attached Maintenance Agreement or on a form approved by the City Attorney, setting forth the maintenance responsibilities in that area.

Requested by:

Missy Gentry _____

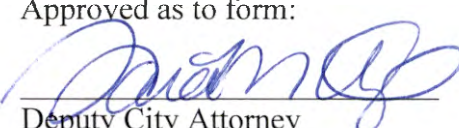
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

Last revised: 2/8/2023
23015780

LEGAL DEPARTMENT DRAFT

Maintenance Agreement Between the City of Columbia
and the University of South Carolina

THIS AGREEMENT, as made effective on the last date signed by either party, by and between the **City of Columbia** (hereinafter referred to as "City"), and the **University of South Carolina** (hereinafter referred to as "USC") (collectively the "Parties") for the below-described Project.

WHEREAS, the Parties have agreed to improvements planned in the area inside the boundaries of Gadsden, Greene, Wayne, and Pendleton Streets which shall be used as parking, partially for commuters and to help support projects such as Campus Village, by providing for improved surface parking that includes sidewalks, lighting and landscaping, as well as other improvements in that area (hereinafter referred to as "Project"); and

WHEREAS, USC has designed, constructed, and financed the Project; and

WHEREAS, the Parties have exchanged Deeds for the parcels needed to bring areas requiring landscaping and maintenance into the Project boundaries pursuant to Ordinance No.: 2023-028; and

WHEREAS, Ordinance 2023-029 has granted USC an encroachment into the City's rights-of-way in order to fulfill the obligations under this Agreement; and

WHEREAS, City and USC want to enter into this Agreement to outline the maintenance obligations of the Parties with respect to the improvements and enhancements associated with the Project to address maintenance activities of additional areas outside of the Project boundary to be referred to as "Additional Areas" in this agreement; and

WHEREAS, Additional Areas include the right-of-way along Greene Street from Assembly Street to Huger Street and right-of-way along Lincoln Street from Senate Street to Blossom Street to include landscape items on the Greene Street Bridge crossing the railroad tracks; and,

WHEREAS, USC agrees to maintain landscape contained within the Additional Areas in order to maintain the area in a routinely consistent manner; and,

WHEREAS, City is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out its functions covered under this Agreement; and

WHEREAS, USC is an agency of the State of South Carolina with the power to contract as a necessary and incidental power to carry out its functions covered under this Agreement; and

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, City and USC do hereby agree as follows:

I. PROJECT DESCRIPTION:

This Agreement is for the maintenance of enhancements and special features incorporated into the Project referenced as Additional Areas to include: landscaping to include, but not be limited to, plants and trees, and irrigation systems..

Maintenance for Additional Areas will be the responsibility of USC This activity includes routine activities such as grass cutting, weeding, and litter control. However, USC shall not remove and/or replace any landscape items without the consent of the City. Upon the determination of a dead or diseased tree or shrub, USC shall contact the City's Public Works Department to discuss/determine a removal and replacement plan for the item.

Maintenance is defined as the preservation of the functionality and appearance of the improvements and enhancements.

II. PERIOD OF PERFORMANCE:

The effective date of this Agreement is the date of the last execution by either Party hereto. The Parties' obligations hereunder shall commence upon USC's completion of the Project, unless circumstances dictate that maintenance of certain areas or items be commenced prior to completion of the Project; for instance, responsibilities for one block of the area may begin upon completion of work on that single block. This Agreement will remain in effect unless terminated as provided for herein.

III. CITY WILL:

- a. Work alongside USC to discuss the routine maintenance activities that are necessary within the Project and Additional Area.

IV. USCWILL:

- a. Secure appropriate Encroachment Permits where needed.
- b. Conduct all necessary maintenance activities as set in this agreement and Ordinance 2023-029.

V. FUNDING:

- a. USC is responsible for funding the Project as well as maintenance for the Project area and the Additional Areas described by this Agreement.

VI. GENERAL:

- a. NOTICES. All notices and other correspondence will be officially delivered as follows:

As to City of Columbia:
 City of Columbia
 Director of Public Works
 2910 Colonial Drive
 Columbia, SC 29223

Director of Planning & Development Services
 Post Office Box 147
 Columbia, SC 29217

As to University of South Carolina:
 Director of Facilities Planning, Design & Construction
 Tom Opal, PE
 1300 Pickens Street
 Columbia, SC 29208

- b. COMPLIANCE WITH LAWS. The Parties hereto agree to conform to all of the State, Federal, and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance and repair of roads and bridges, and other services covered under this Agreement. Further, this Agreement is not intended to eliminate the requirements of property owners to maintain the rights-of-way adjacent to their property as may be required by local law even if that property may be inside the Project area.
- c. AMENDMENTS. City and USC, or their authorized agents, shall agree to hold consultations as may be necessary with regard to the execution of supplements, modifications, or amendments to this Agreement during the period of performance of this Agreement for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplements, modifications, and amendments shall be subject to the approval and proper execution of the Parties hereto. No supplement, modification, or amendment to this Agreement shall be effective or binding on any Party hereto unless such supplement, modification, or amendment has been agreed to in writing by all Parties hereto.
- d. REVIEWS/APPROVALS. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.
- e. TERMINATION. This Agreement may be terminated as to the defaulting Party in

the event of substantial failure by either City or USC to properly maintain the improvements and enhancements incorporated into this Project. In the event of Termination, the defaulting Party shall be responsible for any cost associated with the non-defaulting party's performing the required maintenance or removing the special features of nonstandard improvements and enhancements. The allocation of maintenance obligations for the identified items will terminate with the removal of an item being maintained upon mutual agreement of the Parties.

VII. SUCCESSORS AND ASSIGNS.

- a. City and USC each bind themselves, their respective successors, executors, administrators, and assigns to the others with respect to these requirements, and also agrees that no Party shall assign, sublet, or transfer their interest in the Agreement without the written consent of the other Parties.
- b. This Agreement is made and entered into for the sole protection and benefit of City and USC, and their respective successors and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement.

VII. EXECUTION IN COUNTERPARTS.

- a. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

VIII. ENTIRE AGREEMENT.

This Agreement) and/or Certification constitutes the entire Agreement between the Parties. The Agreement is to be interpreted under the laws of the State of South Carolina.

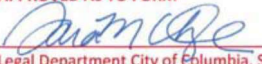
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf.

CITY OF COLUMBIA, a municipality
within The State of South Carolina

UNIVERSITY OF SOUTH CAROLINA,
an educational institution and agency of the
State of South Carolina

By: _____
Name: Teresa Wilson
Title: City Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
03/22/2023



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-029 - Granting an encroachment to the University of South Carolina for the use of the right of way areas of the 700 block of College Street, 700 block of Greene Street, 700 block of Pendleton Street and the 900 block of Gadsden Street for the installation of various improvements adjacent to 720 College Street, 743 Greene Street, 706 Pendleton Street and 925 Gadsden Street, Richland County TMS# 08915-02-01, 08915-04-01 and 08915-04-02

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2023-029 - Campus Village offsite Encroachment (PDF)
- **#b:** Campus Village off-site Encroachment Case packet (PDF)

ORDINANCE NO.: 2023-029

Granting an encroachment to the University of South Carolina for the use of the right of way areas of the 700 block of College Street, 700 block of Greene Street, 700 block of Pendleton Street and the 900 block of Gadsden Street for the installation of various improvements adjacent to 720 College Street, 743 Greene Street, 706 Pendleton Street and 925 Gadsden Street, Richland County TMS# 08915-02-01, 08915-04-01 and 08915-04-02

WHEREAS, the University of South Carolina (hereinafter "Grantee") desires to improve a portion of the right of way areas of the 700 block of College Street, 700 block of Greene Street, 700 block of Pendleton Street and the 900 block of Gadsden Street for the installation of various right-of-way improvements to enhance the Gadsden Street right-of-way which will be deeded to the City of Columbia adjacent to 720 College Street, 743 Greene Street, 706 Pendleton Street and 925 Gadsden 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 _____, 2023, that Grantee is hereby granted the right to improve the right of way areas of the 700 block of College Street, 700 block of Greene Street, 700 block of Pendleton Street and the 900 block of Gadsden Street adjacent to 720 College Street, 743 Greene Street, 706 Pendleton Street and 925 Gadsden Street, Richland County TMS# 08915-02-01, 08915-04-01 and 08915-04-02, for the installation of various right-of-way improvements, 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 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. Sidewalks and Landscaping to be maintained by the University of South Carolina.

9. Dedication of the Gadsden Street right-of-way to the City of Columbia as shown on the attached plans must be completed prior to the utilization of the parking lot.

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 _____

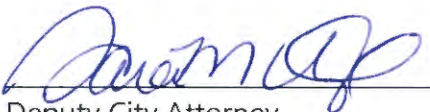
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

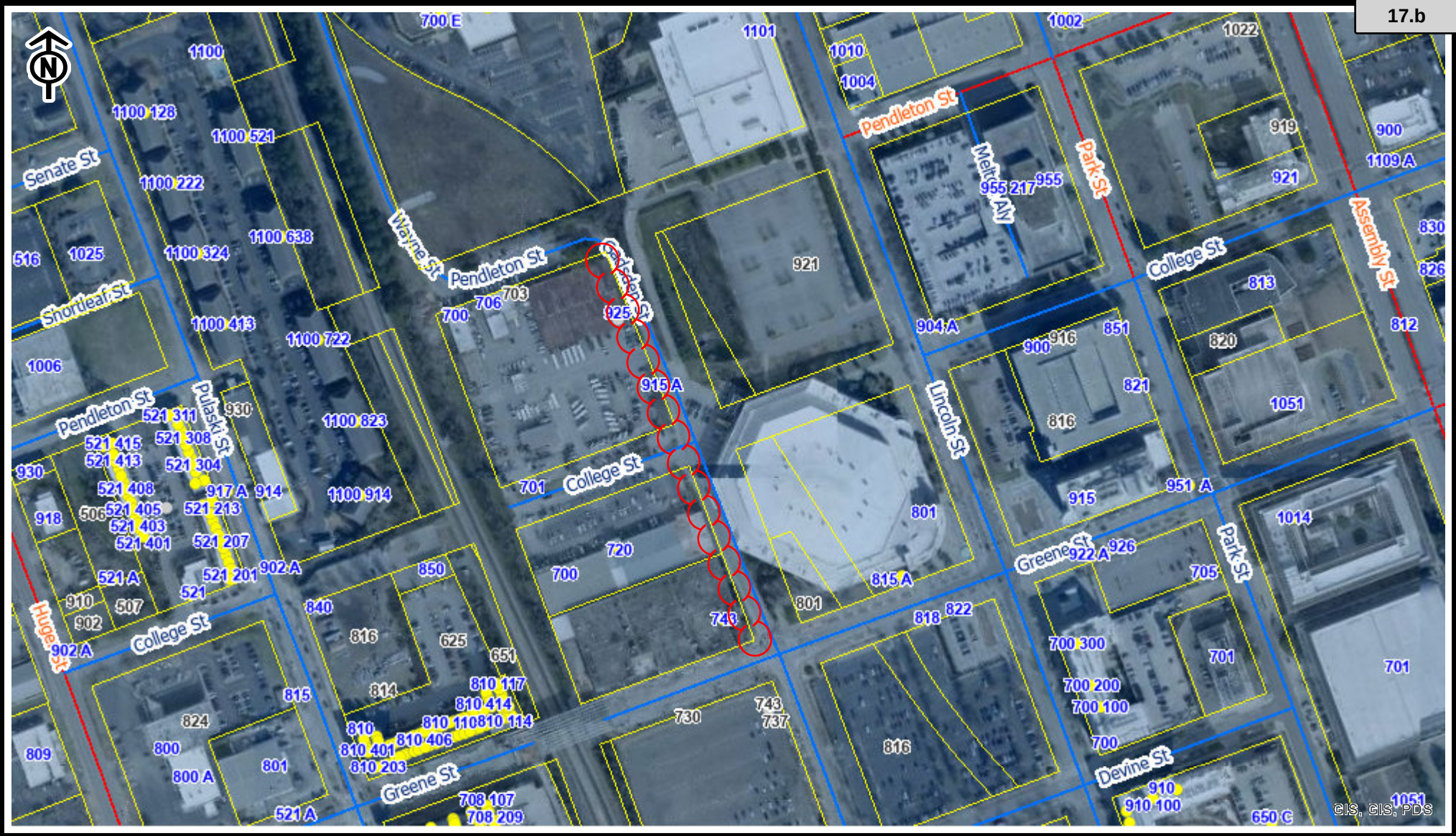
**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-029**



**700 BLOCK OF COLLEGE STREET, 700 BLOCK OF GREENE STREET, 700 BLOCK
OF PENDLETON STREET AND THE 900 BLOCK OF GADSDEN STREET
ADJACENT TO 720 COLLEGE STREET, 743 GREENE STREET, 706 PENDLETON
STREET AND 925 GADSDEN STREET
INSTALLATION OF VARIOUS IMPROVEMENTS**

Subject Property:	Right-of-way adjacent to 720 College Street, 743 Greene Street, 706 Pendleton Street and 925 Gadsden Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation of various right-of-way improvements.
Applicant:	University of South Carolina
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation of various right-of-way improvements to enhance the Gadsden Street right-of-way which will be deeded to the City of Columbia adjacent to 720 College Street, 743 Greene Street, 706 Pendleton Street, and 925 Gadsden 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. Sidewalks and Landscaping to be maintained by the University of South Carolina. 9. Dedication of the Gadsden Street right-of-way to the City of Columbia as shown on the attached plans must be completed prior to the utilization of the parking lot.
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City of Columbia City of Columbia



This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Friday, November 4, 2022

Address Point

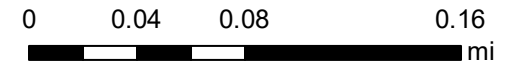
- Active
- Vacant
- Tax Parcel

Street & Ownership

- Interstate

- Highway
- City Maintained
- State Maintained
- - Private
- Others
- Columbia City Limits

- Red: Band_1
- Green: Band_2
- Blue: Band_3



CITY OF COLUMBIA GIS DATA DISCLAIMER:

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



Permanent Encroachment

Application and Checklist

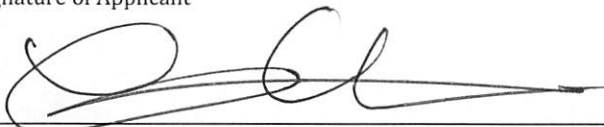
Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

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
CAMERON HOWELL SECRETARY, UNIVERSITY OF S.C.	OCT 11 2022



Permanent Encroachment Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

This shall be a site plan of the existing conditions or a plat of survey, to scale and fully dimensioned.

Proposed Site Plan

The proposed site plan shall be prepared to scale and fully dimensioned, and include the following:

	Applicant	Staff
Total acreage	☒	☐
Location of lots and outlets (numbered and area in square feet)	☒	☐
Location of buildings (including setbacks from property lines and distances between buildings)	☐	☐
Location of parking and access/driveways	☒	☐
Location of rights-of-way and/or easements for streets, railroads, and utility	☒	☐
Lines upon and abutting subject property	☒	☐
Location of streets, alleys, railroads, and utility lines upon and abutting subject property	☒	☐
Section of sidewalk or right-of-way to be used for the encroachment	☒	☐
Proposed placement of permanent items and furnishings on the sidewalk	☐	☐
Proposed placement of permanent items and furnishings in the right-of-way	☒	☐
Location and height of all fences, walls, and exterior lighting in the right-of-way	☐	☐
North arrow	☒	☐
Scale	☒	☐
Vicinity map (at 1 inch equals 1,000 feet)	☒	☐

6. Acknowledgement

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment.

Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required.

In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as ~~an additional insured~~ ^{2 loss payee} on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation.



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.)

In Gadsden Street, improvements include a new 12' wide travel lane, curb and gutter on the west side of Gadsden Street, and one additional storm drainage structure and pipe. 2 access drives with 30' radii are shown on Gadsden Street.

In Pendleton Street, demolition of existing asphalt, and new access drive to parking lot.

For staff use only

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

By: _____



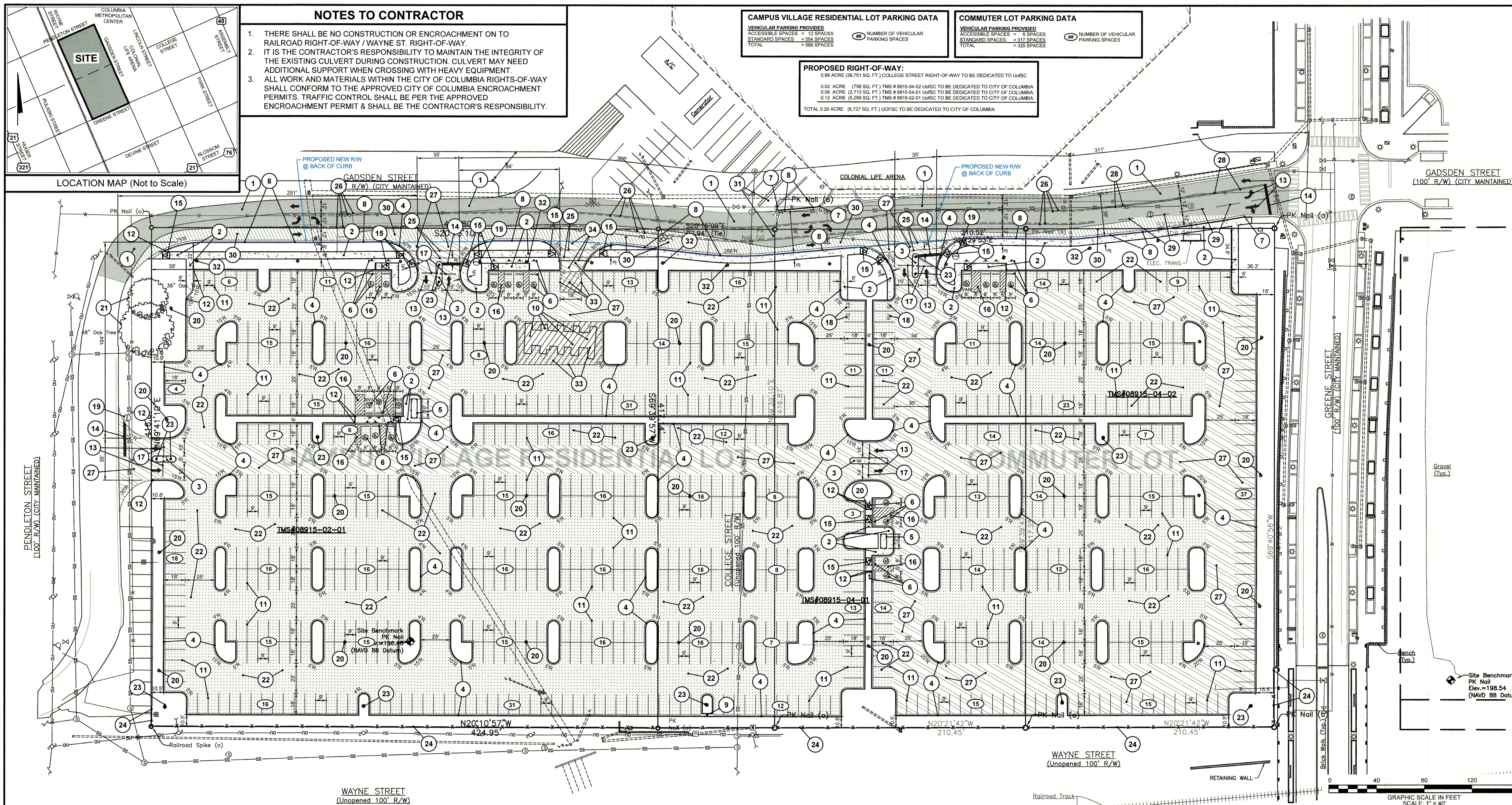
Permanent Encroachment

Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

	Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.	LMB	
A completed and signed Application Form	LMB	
Letters of Agency for all applications where the applicant is not the owner of the subject property	N/A	
Pictures or specification sheet of the items to permanently encroach the Right-of-way	N/A	
Existing Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible LMB	
Proposed Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible LMB	



NOTES REGARDING STRIPING:

- ALL PAVEMENT MARKINGS WITHIN THE RIGHT-OF-WAY SHALL BE THERMOPLASTIC OR APPROVED PERMANENT EQUIVALENT.
- ALL PARKING LOT STRIPING SHOWN SHALL BE PERFORMED BY THE CONTRACTOR USING WHITE TRAFFIC MARKING PAINT UNLESS OTHERWISE LISTED BELOW. NOTED ON THE PLANS OR STATED IN THE APPROVED ENCROACHMENT PERMIT(S). PAINT SHALL BE F-3-T-P-1852 (WATERBORNE) TRAFFIC PAINT AND SHALL BE APPLIED IN TWO COATS AND IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- ITEMS THAT SHALL BE PAINTED WHITE PAINT INCLUDE: PARKING STALLS; DIRECTIONAL ARROWS; STOP BARS; AND PEDESTRIAN CROSS WALKS.
- ITEMS THAT SHALL BE PAINTED YELLOW PAINT INCLUDE: ALL SITE WORK PROTECTIVE GUARD POSTS AND STEEL PIPE BASE OF HANDICAP PARKING SIGNS, AND LOADING AREAS.
- ITEMS THAT SHALL BE PAINTED BLUE PAINT INCLUDE: HANDICAP PARKING STALLS; HANDICAP SYMBOLS; AND ACCESSIBLE STRIPED ISLANDS ADJACENT TO HANDICAP PARKING SPACES.

PAVEMENT LEGEND

	STANDARD DUTY ASPHALT PAVEMENT (SEE DETAIL)		HEAVY DUTY ASPHALTIC CONCRETE PAVEMENT WITHIN R/W (SEE DETAIL)
	MILL AND ASPHALTIC RESURFACE		HEAVY DUTY ASPHALTIC CONCRETE PAVEMENT (SEE DETAIL)
	PAVEMENT PATCH		

SIGNAGE NOTES

- THE CONTRACTOR SHALL FURNISH AND INSTALL "HANDICAPPED PARKING" SIGNS WITH IDENTIFYING HANDICAPPED SYMBOL AT ALL HANDICAPPED PARKING SPACES. SIGNS SHALL BE 12"x18", 0.05 ALUMINUM WITH BAKED ENAMEL FINISH. SIGNS SHALL BE WHITE LETTERING ON BLUE BACKGROUND, WITH INSTALLATION AS SHOWN ON THE DETAIL SHEET. SIGNS SHALL CONFORM TO FEDERAL HIGHWAY ADMINISTRATION AND/OR SCDDOT SPECIFICATIONS. INCLUDE "VAN ACCESSIBLE" SIGNAGE WHERE APPLICABLE. ALL SIGNAGE SHALL BE ADA AND MUTCD COMPLIANT.
- THE CONTRACTOR SHALL FURNISH AND INSTALL "STOP" SIGNS IN THE LOCATIONS INDICATED ON THE PLANS. "STOP" SIGNS SHALL BE 36"x36" WITH RED REFLECTORIZED BACKGROUND AND WHITE REFLECTORIZED LEGEND AND BORDER CONFORMING TO MUTCD SPECIFICATIONS FOR R1-1-36.

CODED NOTES

15	HANDICAP RAMP WITH DETECTABLE WARNING SURFACE (SEE DETAILS). FEATHER CURB WHEN APPLICABLE.	30	NEW HEAVY DUTY ASPHALT PAVEMENT WITHIN CITY RIGHT-OF-WAY. VERIFY PAVEMENT SECTION WITH PROJECT GEOTECHNICAL REPORT AND/OR OWNER'S GEOTECHNICAL ENGINEER. (TYPICAL) (SEE DETAIL).
16	4" WIDE PAINTED BLUE ACCESSIBLE STRIPING @ 45°, 2' O.C. (SEE STRIPING NOTES).	31	ASPHALT CUT AND PATCH FOR NEW STORM DRAINAGE CONNECTION. SEE STORM DRAINAGE PLAN FOR EXTENTS. CONTRACTOR SHALL REFER TO APPROVED CITY ENCROACHMENT PERMIT.
17	NEW SWING ARM GATES. COORDINATE WITH OWNER.	32	STREET LIGHTING ALONG GADSDEN ST. SEE ELECTRICAL PLANS FOR DETAILS AND SPECIFICATIONS.
18	FUTURE ELECTRIC VEHICLE (EV) CHARGING STATION. COORDINATE WITH ELECTRICAL PLANS.	33	4" WIDE PAINTED YELLOW STRIPING @ 45°, 2' O.C. (SEE STRIPING NOTES).
19	SCDDOT STANDARD STOP SIGN PER MUTCD R1-1-36. (TYPICAL) (SEE DETAIL).	34	PROPOSED ACCESS DRIVE WITH MANUAL GATES. ACCESS TO BE CLOSED EXCEPT FOR MAINTENANCE OF EXISTING FUEL TANKS.
20	NEW SITE LIGHTING (TYPICAL) (BY OTHERS) COORDINATE WITH SITE LIGHTING PLANS AND LANDSCAPE PLAN.		
21	EXISTING TREE TO REMAIN. CONTRACTOR SHALL USE TREE PROTECTION PER SWPPP AND LANDSCAPE PLANS.		
22	NEW STANDARD DUTY ASPHALT PAVEMENT. VERIFY PAVEMENT SECTION WITH PROJECT GEOTECHNICAL REPORT AND/OR OWNER'S GEOTECHNICAL ENGINEER. (TYPICAL) (SEE DETAIL).		
23	SECURITY POLE/CALL BOX. SEE PLANS BY OTHERS.		
24	CONTRACTOR SHALL INSTALL A 6" HIGH BLACK CHAIN LINK FENCE. COORDINATE WITH OWNER.		
25	8" WIDE PAINTED WHITE CROSSWALK STRIPING. (SEE STRIPING NOTES).		
26	4" WIDE BROKEN YELLOW / SOLID YELLOW THERMOPLASTIC CENTERLINE STRIPING PER SCDDOT 630-205-00. (TYPICAL) (SEE STRIPING NOTES).		
27	NEW HEAVY DUTY ASPHALT PAVEMENT. VERIFY PAVEMENT SECTION WITH PROJECT GEOTECHNICAL REPORT AND/OR OWNER'S GEOTECHNICAL ENGINEER. (TYPICAL) (SEE DETAIL).		
28	4" WIDE THERMOPLASTIC SOLID DOUBLE YELLOW CENTERLINE STRIPING PER SCDDOT 630-205-00.		
29	4" WIDE BROKEN THERMOPLASTIC WHITE LANE LINES PER SCDDOT 630-205-00.		

NOTES TO CONTRACTOR

- THERE SHALL BE NO CONSTRUCTION OR ENCROACHMENT ON TO RAILROAD RIGHT-OF-WAY / WAYNE ST. RIGHT-OF-WAY.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE INTEGRITY OF THE EXISTING CULVERT DURING CONSTRUCTION. CULVERT MAY NEED ADDITIONAL SUPPORT WHEN CROSSING WITH HEAVY EQUIPMENT.
- ALL WORK AND MATERIALS WITHIN THE CITY OF COLUMBIA RIGHTS-OF-WAY SHALL CONFORM TO THE APPROVED CITY OF COLUMBIA ENCROACHMENT PERMITS. TRAFFIC CONTROL SHALL BE PER THE APPROVED ENCROACHMENT PERMIT & SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

NOTES:

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES SHOWN ON THESE PLANS MAY HAVE BEEN PROVIDED TO COX AND DINKINS, INC. FROM LOCAL UTILITY COMPANIES. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. HOWEVER, COX AND DINKINS, INC. HAS NO NOTICE OR KNOWLEDGE OF ANY FACTS THAT WOULD LEAD US TO CONCLUDE THAT THE INFORMATION IS NOT ACCURATE. FURTHERMORE, OTHER UTILITIES AND STRUCTURES NOT SHOWN ON THESE PLANS MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS ASSIGNS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT COX AND DINKINS, INC. IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THE UNDERGROUND INFORMATION. INFORMATION WITH RESPECT TO ABOVE GROUND MONUMENTS IF SUCH UTILITIES IS BASED UPON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS, AND IS SHOWN HEREON.

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 811
CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

REFERENCES:

- BOUNDARY AND TOPOGRAPHICAL MAP PREPARED FOR THE UNIVERSITY OF SOUTH CAROLINA BY COX AND DINKINS, INC. DATED MARCH 25, 2022.
- INFORMATION TAKEN FROM TOPOGRAPHICAL SURVEY FOR THE UNIVERSITY OF SOUTH CAROLINA BY AMERICAN ENGINEERING CONSULTANTS, INC.

GENERAL NOTES:

- THE SUBJECT PROPERTY IS IDENTIFIED AS RICHLAND COUNTY TAX MAP PARCEL R08915-02-01, R08915-04-01 & -02 AND A PORTION OF COLLEGE ST. RIGHT-OF-WAY.
- TOTAL AREA OF SUBJECT PROPERTY IS 9.03 ACRES.
- ZONING OF THE SUBJECT PARCEL R08915-02-01 & R08915-04-01 & -02 IS "MC" (MIXED COMMERCIAL).
- CONTOUR INTERVAL ELEVATIONS ARE ONE (1) FOOT. ELEVATIONS SHOWN ARE NAVD 88 DATUM.
- THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE. THE LOCATIONS OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
- THIS PROPERTY IS LOCATED IN FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NUMBER 4501270356L, REVISED DECEMBER 21, 2017, BY SEALED LOCATION AND GRAPHIC PLOTTING ONLY.
- IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THAT THEY AND THEIR SUBCONTRACTORS HAVE THE CORRECT/MOST UP-TO-DATE PLANS AVAILABLE.
- ALL SIDEWALKS, STRIPING AND SIGNAGE SHALL BE ADA AND MUTCD COMPLIANT.
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

COX AND DINKINS
ENGINEERS - SURVEYORS - LANDSCAPE ARCHITECTS
724 BELTLINE BLVD.
COLUMBIA, SC 29205
803.254.0518
COXANDINKINS.COM

DAVID B. COX
No. 277748
LICENSED PROFESSIONAL ENGINEER
No. 27748

COX AND DINKINS, INC.
No. C00294
CERTIFICATE OF AUTHORIZATION SEAL

REVISIONS	
NO.	DESCRIPTION
1	Added access for existing fuel tanks & CN 34

PRIMARY PERMITTEE:

MR. DEREK GRUNER
UNIVERSITY OF SOUTH CAROLINA
1300 PICKENS ST., OFFICE 229
COLUMBIA, SC
803-777-1184
email: dgruner@fmc.sc.edu

PROJECT: **CAMPUS VILLAGE RESIDENTIAL DEVELOPMENT - OFF-SITE PARKING & STREET IMPROVEMENT**
STATE PROJECT NO. H27-6133-MJ-F
LOCATED IN THE CITY OF COLUMBIA
RICHLAND COUNTY, SOUTH CAROLINA

PROJECT NO. 2209
SHEET NO. 3233

SITE PLAN

C2 of 12



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-039 - Granting an encroachment to Chick Fil A, Inc., and WM Columbia Trust for the use of the right of way area of the 5400 block of Ring Road for the installation and maintenance of sidewalks, landscaping and irrigation adjacent to 5440 Forest Drive, Richland County TMS#16706-04-05 and 16706-04-06

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2023-039 - ChickFilA Encroachment(PDF)
- **#b:** Chick Fil A Encroachment Case packet (PDF)

ORDINANCE NO.: 2023-039

Granting an encroachment to Chick Fil A, Inc., and WM Columbia Trust for the use of the right of way area of the 5400 block of Ring Road for the installation and maintenance of sidewalks, landscaping and irrigation adjacent to 5440 Forest Drive, Richland County TMS#16706-04-05 and 16706-04-06

WHEREAS, Chick Fil A, Inc. and WM Columbia Trust, (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 5400 block of Ring Road for the installation and maintenance of sidewalks measuring approximately six (6') feet in width two hundred sixty five (265') feet in length, landscaping and irrigation adjacent to 5440 Forest Drive, 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 _____, 2023, that Grantee is hereby granted the right to use the right of way area of the 5400 block of Ring Road adjacent to 5440 Forest Drive, Richland County TMS# 16706-04-05 and 16706-04-06 , for the installation and maintenance of sidewalks measuring approximately six (6') feet in width two hundred sixty five (265') 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. Prior to installation, coordinate with Traffic Engineering.

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

Requested by:

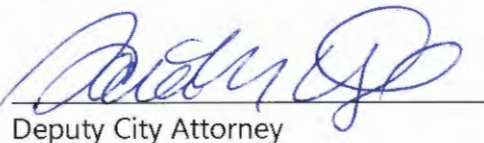
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

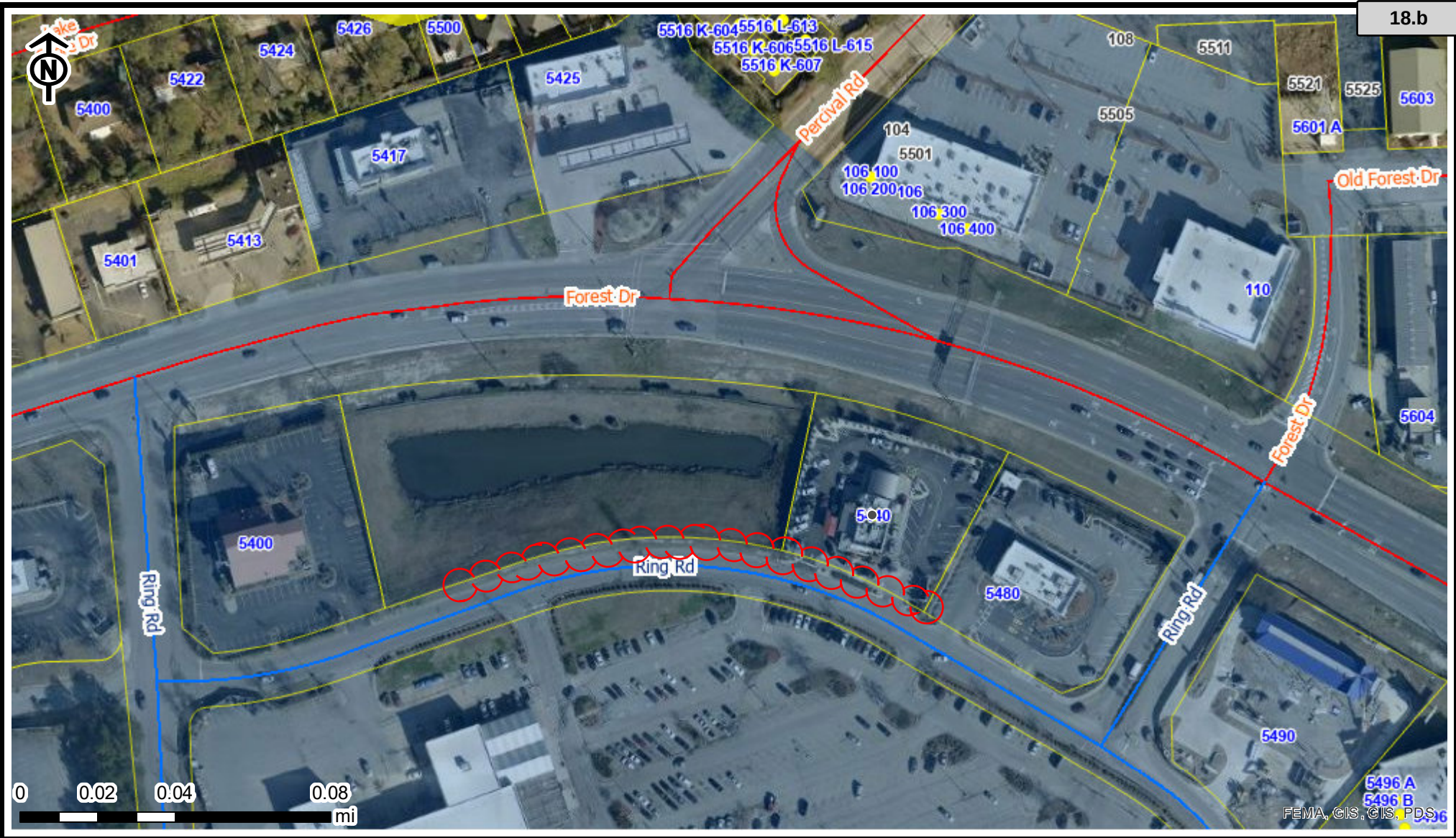
**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-039**



**5400 BLOCK OF RING ROAD
ADJACENT TO 5440 FOREST DRIVE
SIDEWALKS, CURB CUTS, LANDSCAPING AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 5440 Forest Drive
Council District:	4
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks, landscaping and irrigation.
Applicant:	Interplan, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of sidewalks measuring approximately six (6') in width two hundred sixty five (265') feet in length, landscaping and irrigation adjacent to 5440 Forest Drive, 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. Prior to installation, coordinate with Traffic Engineering.
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City of Columbia

This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Tuesday, February 7, 2023



Address Point

- Active
- Vacant
- Tax Parcel

Street & Ownership

- Interstate
- Highway

City Maintained

- State Maintained
- - - Private
- Others

Bailey Bill

- Columbia City Limits
- Bailey Bill Property

National Register of Historic Places

FEMA Flood Hazard Area

- AE - Floodway
- AE - 100yr Flood Plain
- A - No Base Flood Elevation
- X - 500yr Flood Plain
- Red: Band_1

Green: Band_2

Blue: Band_3

CITY OF COLUMBIA GIS DATA DISCLAIMER:

The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for information only. The City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Permanent Encroachment

Application and Checklist

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.)

A portion of a 5' wide concrete sidewalk, asphalt driveway connections from properties to the Ring Road, concrete curbing, irrigation line/backflow preventer for irrigation line within curbed island, landscaping (grass).

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	
<i>Donna Brown</i>	
Print Name	Date
Donna Brown	February 7, 2023



Letter of Agency

Application Supplement

TO: Planning and Development Services, City of Columbia

I, the undersigned property owner, do hereby attest that I am the person that holds, or I am authorized on behalf of the party that holds, fee simple interest in the following parcel(s):

Common Street Address

5440 Forest Drive

Tax Map Reference Numbers

R16706-04-05

Further, I hereby authorize the persons and/or entities listed as AUTHORIZED AGENT(S) below to act on my behalf for the purpose of submitting documents, amending documents, meeting with staff, attending public meetings and hearings, and as otherwise may be necessary and proper to fulfill the required steps to request the following:

1. Variance, Special Exception, and/or Administrative Appeal (Board of Zoning Appeals)
2. Zoning Map Amendment (Planning Commission and City Council, if applicable)
3. Site Plan Review (Planning Commission or D/DRC)
4. Design Review (D/DRC)
5. Minor Subdivision (Staff)
6. Major Subdivision (Planning Commission)
7. Encroachment (Staff and City Council, if applicable)
8. Street Naming/Renaming (Planning Commission)

*****Please strike-through and initial any of the above-listed steps that do not fall under the scope of this Letter of Agency***

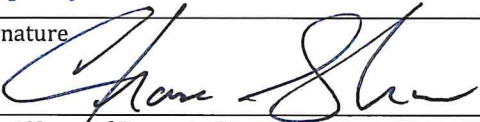
[signatures on following page]



Letter of Agency

Application Supplement

Property Owner

Signature 		Date 10/5/22
Print Name of Property Owner Chick-fil-A, Inc.		
Address (street, city, name, zip) 5200 Buffington Road Atlanta, GA 30349		
Email of Property Owner pamela.fowler@cfacorp.com		Phone 470-725-8012
Signature of Witness 		Date 10/5/22
Print Name of Witness Kelsi E Templeton		

Authorized Agent

Signature		Date
Print Name Richard Scott, Donna Brown, and/or Kim Rickman		
Address (street, city, name, zip) 220 E. Central Parkway, Suite 4000 Altamonte Springs, FL 32701		
Email of Authorized Agent rscott@interplanllc.com, dbrown@interplanllc.com, krickman@interplanllc.com		Phone 407.645.5008

LEGEND

NOTES: 1. ALL SIGNS SH

11 SIDEWALK WITH CORD AND COTTON

STRIPING NOTE:
CONTRACTOR SHALL ERADICATE EXISTING STRIPING WITH EITHER SAND
BLASTING OR WATER PRESSURE THEN SEAL EXISTING ASPHALT BEFORE
APPLYING NEW STRIPING. DO NOT PAINT THE EXISTING STRIPING BLACK

PROVIDE CHAIN-LINK GATE
MATCH EXISTING GATE CON
(FOR POND MAINTENANCE).

N/F
WM COLUMBIA TRUST
R-16706-04-06

SITE PLAN

$$1'' = 20'$$

GRAPHIC SCALE

FOREST DR./ SC HWY. 12
(200' PUBLIC R/W)

CROSS SECTION A-A

CROSS SECTION B-B

CROSS SECTION C-C

C-2.0

Packet Pg. 210



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-040 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Huger Flats, LLC, formerly referred to as Project Stratus, Richland County TMS #09009-13-01 and TMS #08912-13-01)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
Economic Development & Infrastructure Committee Recommendation: 01/10/23;
Approval (3-0)

ATTACHMENTS:

- **#a:** 2023-040 -City of Columbia Ordinance Consenting to Inclusion or Property in a MCIP - DRAFT v3 (PDF)
- **#b:** Project Briefing Huger Flats LLC formerly Project Stratus (PDF)

ORDINANCE NO.: 2023-040

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Huger Flats, LLC, formerly referred to as Project Stratus, Richland County TMS #09009-13-01
and TMS #08912-13-01)*

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, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, "MCIP Act"), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County's discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina ("Fairfield") more particularly known as the I-77 Corridor Regional Industrial Park ("Park"); and,

WHEREAS, the County and Fairfield entered into an agreement governing the Park (as so amended and restated, the "Park Agreement"); and,

WHEREAS, pursuant to the Park Agreement, the expansion of the Park's boundaries and the amendment to the Park Agreement to include the Project (defined below) is complete on adoption of an ordinance by the County Council of the County and delivery of written notice to Fairfield; and,

WHEREAS, pursuant to the MCIP Act, in the event that a multicounty park is expanded to include a project and such project is located within the boundaries of a municipality, then the municipality must consent to the expansion of the multicounty park; and,

WHEREAS, Huger Flats, LLC, a South Carolina limited liability company, formerly referred to as Project Stratus (the "Sponsor"), desires to develop a conventional multi-housing development on parcels located in the City as more particularly described on Exhibit A attached hereto (the "Property," and together with the proposed development, the "Project") consisting of taxable investments in real and personal property of not less than \$90,000,000; and

WHEREAS, the County has agreed to offer an infrastructure credit to reduce the property taxes that would become due in connection with the real and personal property comprising the Project ("Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and an infrastructure credit agreement between the County and the Sponsor ("Credit Agreement") to provide Credits against certain of the Sponsor's payments in lieu of taxes with respect to the real and personal property comprising the Project for the purposes

LEGAL DEPARTMENT DRAFT

of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding public infrastructure; and,

WHEREAS, in order for the Sponsor to receive the full value of the Credit, the County desires to expand the boundaries of the Park to include the Project; and,

WHEREAS, pursuant to the MCIP Act and the Park Agreement, following application of the Credit against the Sponsor's annual payments in lieu of taxes in connection with the Project, the resulting net payments in lieu of taxes will be distributed as set forth in the Park Agreement; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2023, 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 Sponsor is receiving Credits as a result of inclusion of the Property within the Park.

2. The County's approval, execution and delivery of the Credit Agreement with the Sponsor related to the Project.

3. The Credit Agreement will provide that (a) the Sponsor will make payments in lieu of taxes related to the Project ("FILOT Payment(s)") during the term of the Credit Agreement; (b) the annual FILOT Payments due with respect to the Project will be subject to reduction by the Credit, which is equal to the amount necessary to reduce the annual FILOT Payments to the amounts and for the periods provided in the Credit Agreement, beginning with the first full year for which the Company owes a FILOT Payment with respect to the Project; (c) the City will be entitled to receive a portion of the FILOT Payments as provided in the Park Agreement; and (d) the Project will be deemed removed from the Park on the expiration or earlier termination of the Credit Agreement.

4. 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.

5. 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.

6. 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.

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

**EXHIBIT A
PROPERTY DESCRIPTION**

All that certain real property located at 1409 Huger street, Columbia, Richland County, South Carolina, containing approximately 5.88 acres, more or less, as shown on that certain plat prepared for South Carolina Electric & Gas Co. by associated E&S, Inc. Dated August 22, 2014, and last revised on March 12, 2015, and recorded in the office of the Register of Deeds for Richland County, South Carolina in plat book 2013, at page 2860, on March 23, 2015 (the "plat").

TMS Numbers: 09009-13-01 (portion) and 08912-13-01 (portion)

The Property does not include that portion of TMS Number 09009-13-01 located on the opposite side of Williams Street and also bounded by Lady Street.

LEGAL DEPARTMENT DRAFT

Columbia City Council Project Briefing

Project Name: Project Stratus

Developer: Huger Flats, LLC

Economic Development Committee Recommendation: Approval (3-0)

Committee Approval Date: January 10, 2023

Address(s): 1409 Huger Street

TMS Numbers: R08912-13-01 and R09009-13-01

Project Investment: \$90,000,000

City Commitment: Commercial Program Abatement of 50% of property taxes for up to 10 years

Project Summary:

1409 Huger Street formerly operated as a manufactured gas plant from 1904 to 1954, and subsequently became the home to the SCE&G Bus Barn, operated by CMRTA until 2008. The site has remained vacant since then and is now satisfactorily remediated to allow for much needed development along one of the City's highest trafficked corridors. The developer is proposing to build a new class A market rate multifamily housing project, consisting of 317 units in a 514,000 sq ft project across the 5.88 acre site. Potential commercial and retail uses are also being considered as part of the project. The 4 story project will also feature structured parking for 642 spaces along with another 42 surface spaces on the south end of the parcel. Public infrastructure improvements including utility repositioning and traffic improvements will be a significant part of the project.

Public Infrastructure: Public Infrastructure improvements include the following:

Public Infrastructure Budget Estimate	
Parking	\$14,100,000
Water, sewer, stormwater improvements	\$1,725,000
Lighting and utilities	\$1,275,000
Site monitoring and remediation	\$1,725,000
Public parks and walking paths	\$1,475,000
General Conditions	\$2,100,000
Ancillary and soft costs	\$2,000,000
Total Public Infrastructure Costs	\$24,400,000



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-044 - Amending Section 10 of the Franchise Agreement between Dominion Energy South Carolina, Inc. ("Dominion"), f/k/a South Carolina Electric & Gas Company and the City of Columbia, to Grant a Franchise Extension for the Construction, Operation and Maintenance of Electric and Gas Systems in the City of Columbia, South Carolina, and Authorizing the City Manager to Enter into a Memorandum of Understanding Setting Forth the Property Transactions Required By that Extension

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** Ordinance No 2023 044 Granting a Franchise to Dominion (PDF)
- **#b:** APPROVED 23016424 Memorandum of Understanding Dominion(PDF)
- **#c:** Exhibit A (PDF)

ORDINANCE NO.: 2023-044

Amending Section 10 of the Franchise Agreement between Dominion Energy South Carolina, Inc. ("Dominion"), f/k/a South Carolina Electric & Gas Company and the City of Columbia, to Grant a Franchise Extension for the Construction, Operation and Maintenance of Electric and Gas Systems in the City of Columbia, South Carolina, and Authorizing the City Manager to Enter into a Memorandum of Understanding Setting Forth the Property Transactions Required By that Extension

BE IT ORDAINED by the Mayor and Council of the City of Columbia this ____ day of _____, 2023, that Section 10 of the current Franchise Agreement between Dominion Energy South Carolina, Inc., and the City of Columbia is hereby amended upon the terms and conditions as follows; that the original Franchise Agreement dated February 20, 2002, including any previous amendments, extending for an original thirty-year term ending on February 20, 2032, shall be extended an additional fifteen-year term in exchange for Dominion executing a Limited Warranty Deed in favor of the City for the parcel identified as the Ball Park Property in the Memorandum of Understanding attached as Exhibit "B," and upon Dominion executing a long-term lease for the parcel(s) identified as the Saluda River Property in Exhibit A. Failure to secure all of the approvals for the license agreement may result in a reduction of the extension period by no more than five years as described in the Memorandum of Understanding. If both transactions are consummated as intended, the extension of the Franchise term will be February 20, 2047.

BE IT FURTHER ORDAINED that the City Manager is hereby authorized to execute the attached Memorandum of Understanding or upon a form approved the City Attorney. Requested by:

Assistant City Manager Gentry _____

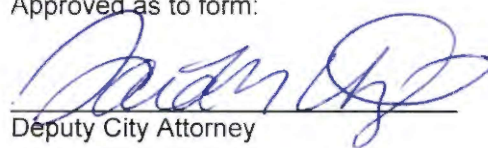
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced: _____
Final Reading: _____

LEGAL DEPARTMENT DRAFT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “Memorandum”) is entered into as of this ___ day of March, 2023 (“Effective Date”) between the City of Columbia (the “City”) and Dominion Energy South Carolina, Inc. (“Dominion”). City and Dominion are referred to herein collectively as “Parties” and singularly as “Party”.

RECITALS:

A. The City and Dominion are parties to that certain combination electric and natural gas Franchise Agreement, dated as of February 20, 2002 (as amended for time to time, the “Franchise Agreement”) and expiring on February 20, 2032.

B. The Parties have agreed to the transfer of certain real property from Dominion to City and the potential lease of certain real properties from Dominion to City in exchange for a 15-year extension of the Franchise Agreement extending its term to February 20, 2047 (the “Franchise Extension”).

C. The Parties now desire to enter into this Memorandum for the purpose of governing the Parties' agreement on the contemplated real property transactions and Franchise Extension.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, for the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties do hereby stipulate and agree as follows:

1. Ball Park Property Conveyance. Subject to the terms and conditions of this Memorandum, Dominion shall convey to City, and City shall accept from Dominion, the tract of real property as further described on Exhibit A attached hereto and incorporated herein (the “Ball Park Property”), in exchange for the Franchise Extension. In the interim, Dominion agrees to provide via a separate agreement a right of entry to City to facilitate its access to the Ball Park property to conduct due diligence in preparation of the transfer.
2. Saluda River Property. Subject to the terms and conditions of this Memorandum, Dominion shall lease to City the tracts of real property as further described on Exhibit B attached hereto and incorporated herein (collectively, the “Saluda River Property”).
3. Terms and Conditions. The lease of the Saluda River Property from Dominion to City and the conveyance of the Ball Park Property shall be subject to the following terms and conditions, as applicable:
 - (a) PSC Approvals. The lease of the Saluda River Property is contingent upon the approval of the South Carolina Public Service Commission (“PSC”) pursuant to S.C. Code Ann. § 58-27-1300 and, if applicable, the PSC’s grant of a waiver of certain provisions related to property transfers in Dominion’s Code of Conduct.
 - (b) FERC Approvals. The Parties acknowledge that portions of the Saluda River Property (collectively, the “FERC Project Properties”) are located or have been committed under the pending Federal license to be included within the Project Boundary Line of the Saluda hydroelectric project designated in the Files of the Federal Energy Regulatory Commission (“FERC”) as Project 516 (the “Project”). The lease of each FERC Project Property is contingent upon the approval of FERC, which is required by applicable law and/or the FERC-issued license applicable to the Project (the “License”). Prior to submitting its application for FERC approval,

Dominion is required by FERC to consult with various federal, state, and local agencies, as well as other stakeholders, to ensure proper notice of the proposed transfer of the FERC Project Properties ("Stakeholder Outreach").

(c) **Franchise Extension.** The Parties agree that the Franchise Extension shall be executed within thirty (30) days from the Effective Date of this Memorandum.

(d) **Closings.** The closing of the lease of the Saluda River Property and the closing of the conveyance of the Ball Park Property shall each occur on a date and time mutually acceptable to the Parties but in no event shall the closings occur before all governmental and regulatory approvals required for such Property have been obtained (each, a "Closing"). Each Closing shall be conducted in conformity with South Carolina law and custom for a commercial real estate transaction.

(e) **Conveyance Deed and Lease.** The conveyance of the Ball Park Property shall be accomplished by a limited warranty deed (the "Conveyance Deed") from Dominion. The lease of the Saluda River Property shall be accomplished by a 100-year lease with payment from City to Dominion of \$1 per year as further specified in the lease (the "Lease"). The Conveyance Deed and the Lease shall each be subject to the Utility Reservations set forth below, all existing, recorded or unrecorded, reservations, easements, encroachments, leases, licenses, restrictions, covenants, zoning, governmental regulations, land use regulations, and rights-of-way, which may affect the Property or as may be revealed by an inspection of the Property.

(f) **Utility Reservations.**

- i. In the Conveyance Deed and the Lease, Dominion shall be entitled to reserve a perpetual, non-exclusive easement or other rights for the purpose of installation, maintenance and repair of underground and above ground utility lines on the Properties, including, but not limited to, communications, electric, and gas, in a manner that is sufficient to maintain and operate existing and future facilities for the development along or near the Properties; provided however, that Dominion shall notify City prior to any installation of any new facilities, and Dominion shall be responsible for all costs of installation, maintenance and repair and shall restore any Property to the equivalent of its pre-installation condition following any utility installation, maintenance or repair contemplated herein.
- ii. The Lease will provide that the City reserves the right to obtain permanent easements and to construct water and wastewater utility conveyance improvements within leased properties as needed. No improvements shall be made unless prior authorization is obtained from the relevant regulatory authorities (SCDHEC, FERC, etc.) and installed in accordance with approved design standards for infrastructure, including proper separation from power utility lines.

(g) **FERC Project Properties.** The lease of the FERC Project Properties shall be subject to additional special terms and conditions, which shall be reflected in the Lease, as follows:

- i. Dominion shall reserve the right to perform any and all acts required by an order of FERC concerning the Project without the prior approval of City or any other person. In furtherance of the foregoing, the Lease shall include the following language, which is referred to as the "Linweave clause": "Notwithstanding anything to the contrary in this conveyance, Grantor has the right to perform any and all acts

required by an order of FERC affecting the Project without the prior approval of Grantee or any other person." Linweave, Inc., 23 FERC par. 61,391 at p. 61,830 (1983).

- ii. Dominion shall be entitled to reserve the right of ingress, egress and access in, to, over, across and out of such FERC Project Property for malaria control and for other corporate utility purposes.
- iii. Dominion shall be entitled to reserve flowage rights. Dominion has disclosed and City acknowledges that the FERC Project Property may be damaged from time to time by reason of Dominion's erection, construction, presence, operation and maintenance of a dam or dams and reservoir of water of any height or size and necessary spillways on the Saluda River, whether such damage is caused by the flooding of such FERC Project Property, release, or injury to the drainage thereof, or by storage of water, or for any reason whatsoever, City shall release Dominion from any and all liability for any and all damages that may be caused to such FERC Project Property.
- iv. The Parties understand and agree that the City, subject to any required FERC approvals, may develop on the FERC Project Properties a public recreation area, including such facilities, accommodations, equipment, utilities and appurtenances relating or incidental thereto and may provide such services and programs as the City deems are in the public interest. Notwithstanding the foregoing, following the Closing, the City's use of the Project Property shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project use as may from time to time be impacted by changes in governmental law, regulation and policy, and the City shall take all reasonable precautions to ensure that the construction, operation and maintenance of any structures or facilities on FERC Project Property will occur in a manner that will protect the current and prospective scenic, recreational and environmental values of the Project; and the City shall not unduly restrict public access to Project waters. Use of the FERC Project Property shall at all times be subject to the terms, conditions and restrictions set out in the FERC Project 516 Land Use and Shoreline Management Plan (the "Plan"), as the same may be amended or revised from time to time, and/or in accordance with the License issued by FERC, and to the FERC's "Order Approving Land Use and Shoreline Management Plan with Modifications and Amending Exhibit R" dated June 23, 2004, and "Order Clarifying and Modifying Order and Denying Rehearing" dated October 28, 2004, and successor FERC orders thereto. City shall abide by and comply with such FERC orders and the Plan to the extent the same affect the FERC Project Property.
- v. The Lease for the FERC Project Properties shall contain conditions adequate to ensure that: (i) the property be used solely for public recreation use purposes only; (ii) the use of the FERC Project Properties shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use; and (iii) the City shall take all reasonable precautions to ensure that the construction, operation, and maintenance of structures or facilities on the FERC Project Properties will occur in a manner that will protect the scenic, recreational, and environmental values of the Project.

- vi. The Lease for the FERC Project Properties shall contain a condition that the City shall not assess any admission price or other charge to members of the public using the Saluda River Properties, or in any other way perform any act which would jeopardize or deny to Dominion the liability limitations afforded under South Carolina Code of Laws Sections 27-3-10 through 27-3-70, as from time to time amended, referred to as the "Recreational Use Statute" per the South Carolina Court of Appeals June 2003 decision in *Cole v. South Carolina Electric & Gas Co.*
- vii. The Lease for the FERC Project Property shall provide that, upon any notice, communication, or finding from or by FERC that any FERC Project Property is being used or has become inconsistent with the Project, the License, the Plan, or any related FERC order or in violation of any FERC-required restriction, condition, or covenant relating to such FERC Project Property (collectively, a "FERC Violation"), or upon any notice, communication, or finding from or by FERC that the FERC Project Property is being used in a manner other than for public recreation use purposes (a "Non-Permitted Use"), the Lease shall terminate, subject to the following:

(1) Upon its receipt of any notice, communication, or finding of a FERC Violation or Non-Permitted Use, Dominion shall provide written notice of such FERC Violation or Non-Permitted Use to the City. Dominion's written notice must provide City with a stipulated period of time (the "Cure Period") for the City to cure the alleged FERC Violation or Non-Permitted Use at the FERC Project Property. The Cure Period shall be fixed by Dominion, but in any event shall be at least thirty (30) days, unless FERC requires or mandates a shorter period, in which case such shorter period shall apply and shall be set forth in Dominion's notice to the City.

(2) If the FERC Violation or Non-Permitted Use is not cured within the Cure Period, Dominion has the right to immediately terminate the Lease.

(3) Following receipt of any FERC Violation or Non-Permitted Use, Dominion may elect, in Dominion's sole discretion, upon notice to the City, to object to or dispute the notice, communication, or finding of a FERC Violation or Non-Permitted Use; in the event of such election, the commencement of the Cure Period shall toll during the pendency of such objection or dispute process. Following such objection or dispute, if FERC ultimately determines that a FERC Violation or Non-Permitted Use has occurred or if Dominion otherwise withdraws its objection or dispute, then Dominion shall notify City of such determination or withdrawal and, at such time, the Cure Period shall commence in accordance with Section 3(g)(vii)(1) above. Notwithstanding the foregoing, for avoidance of any doubt, Dominion shall be under no duty or obligation to object to or dispute any FERC Violation or Non-Permitted Use (or to appeal any FERC determination).

(4) Following receipt of notice of any FERC Violation or Non-Permitted Use, City may elect, in the City's sole discretion, to object to or dispute such notice by providing notice to Dominion of same and submitting the City's objection or dispute to FERC by the end of Cure Period (or by any applicable shorter deadline imposed by FERC). If agreed by both Dominion and the City, Dominion may submit the objection or dispute on behalf of the City, at the City's cost and expense. In the event that the City timely objects to or disputes a notice of any

FERC Violation or Non-Permitted Use, then the commencement of the Cure Period shall toll during the pendency of such objection or dispute process. Following such objection or dispute, if FERC ultimately determines that a FERC Violation or Non-Permitted Use has occurred or if the City otherwise withdraws its objection or dispute, then the City shall notify Dominion of such determination or withdrawal and, at such time (even if the City fails to timely notify Dominion), the Cure Period shall commence in accordance with Section 3(g)(vii)(1) above. Notwithstanding the foregoing, for avoidance of any doubt, the City shall be under no duty or obligation to object to or dispute any FERC Violation or Non- Permitted Use (or to appeal any FERC determination).

(5) If Dominion reasonably believes that a potential FERC Violation or Non-Permitted Use has occurred with respect to a FERC Project Property but has not yet received any notice, communication, or finding from or by FERC, Dominion shall have the right to provide written notice to the City, notifying the City of such potential FERC Violation or Non-Permitted Use. The written notice must provide a Cure Period of at least thirty (30) days for the City to either (i) cure the alleged potential FERC Violation or Non- Permitted Use, or (ii) object to or dispute such notice. Failure by the City to cure the potential FERC Violation or Non-Permitted Use within the Cure Period will be deemed to be the Department's objection to or dispute of such notice. In the event that the City objects to or disputes such notice (or is deemed to have objected to or disputed such notice), the commencement of the Cure Period shall toll indefinitely but Dominion shall have the right (but not the obligation) to submit the dispute to FERC for a determination as to the occurrence of a FERC Violation or Non-Permitted Use. Following such submittal, if FERC determines that a FERC Violation or Non-Permitted Use has occurred, then Dominion shall notify the City of such determination and, at such time, the Cure Period shall commence in accordance with Section 3(g)(vii)(1) above.

viii. The Parties acknowledge that FERC could impose additional requirements impacting either FERC Project Property as a condition of approving the lease of the FERC Project Property, which shall be incorporated into the Lease for the FERC Project Properties. The Parties further acknowledge that the designation of certain FERC Project Property may be modified by FERC throughout the term of the Lease, and that upon issuance of the pending FERC License the FERC Project Boundary is expected to be modified to include those portions of the lower Saluda River Property that are not currently included in the FERC Project. Upon any of the Saluda River Property becoming part of the FERC Project, such property will be subject to the same conditions, and the parties, if necessary, will amend the Lease.

ix. In connection with the process for applying for and obtaining FERC approval, Dominion reserves the right, if Dominion deems it is necessary or appropriate in Dominion's sole direction, to offer any of the foregoing terms and conditions in Dominion's application.

(k) No Warranties. Dominion makes no representation, warranty, or covenant of any kind whatsoever with respect to the Ball Park Property or the Saluda River Property, including, without limitation, any representation, warranty, or covenant, survey conditions, use, the physical condition or any improvements thereon or any repairs required thereto, past or present use,

development, investment potential, tax ramifications or consequences, compliance with law, present or future zoning, the presence or absence of hazardous substances or other environmental conditions, the availability of utilities, access to public roads, habitability, merchantability, fitness or suitability for any purpose, or any other matter with respect to the Properties, all of which are hereby expressly disclaimed by Dominion.

(l) Transfer Taxes. The transfers of the respective Properties will be exempt from documentary stamp taxes pursuant to Section 12-24-40(2) of the S.C. Code of Laws.

(m) Roll-back Taxes. Dominion shall not be responsible for any rollback taxes assessed on any Property on account of any change in use of any such Property following a Closing.

(n) Closing Costs. City shall be responsible for the cost of recording the deeds and Memorandum of Leases. If City desires to procure title insurance on any Property, City shall be responsible for all premiums and costs associated therewith, including without limitation the cost of any endorsement to City's title insurance policy. Each Party shall be responsible for their own attorney's fees and other transaction costs. As between Dominion and City, Dominion shall be responsible for the ad valorem real property taxes on the Ball Park Property for the year in which the transfer of the Ball Park Property occurs.

(o) Release from Indenture. Upon obtaining the FERC Approvals, Dominion shall take reasonable commercial efforts to obtain a release from that certain Indenture dated as of April 1, 1993, as supplemented (the "Indenture"), to NationsBank of Georgia, National Association, as Trustee, with respect to each Property at or prior to the time of the Closing of such Property. However, to the extent Dominion is unable to obtain a release from the Indenture prior to a Closing, Dominion shall indemnify and hold harmless City from any claims arising from failure to obtain the Indenture release which materially impair the leasing of the Saluda River Property. In connection with any claim by City pursuant to this indemnity, City shall notify Dominion in writing as soon as reasonably practical stating the facts of such claim.

(p) Environmental Waiver. City on behalf of itself and its successors and assigns waives any right to recover from, and forever releases and discharges, Dominion from any and all demands, claims, causes of action, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, actual attorneys' fees, consultants' fees, court costs, expert witness fees, assessment costs, cleanup costs and monitoring costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical, environmental or other similar conditions on or about any of the Properties, including without limitation as may arise under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 1801, et seq.), the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), and/or any other federal, state or local environmental, health or safety statutes, regulations, rules, ordinances or common law theories. The Conveyance Deed and the Lease shall contain the foregoing waiver.

4. Covenants. Upon execution of this Memorandum, the Parties shall work together in good faith to diligently seek and obtain all approvals necessary or appropriate to effectuate the conveyance or lease of the Properties as contemplated herein. In furtherance of the foregoing, within thirty (30) days after receiving the PSC approval (and PSC waiver of any applicable Code of Conduct requirements), Dominion

shall engage in Stakeholder Outreach. Following the conclusion of Stakeholder Outreach, such determination to be made at Dominion's reasonable discretion, Dominion shall submit its application to FERC seeking FERC's approval of the lease of the FERC Project Properties as contemplated herein. Neither Party warrants or guaranties that the required approvals will be obtained in a timely manner or ever at all.

5. Removal Rights. If all necessary approvals have not been obtained for the lease of the Saluda River Property by an outside date that is thirty-six (36) months after the Effective Date, then Dominion shall have the right to withdraw the approvals and obligations contained in this Memorandum by providing written notice to the City. The City shall then have the right to reduce the term of the extended franchise agreement by not more than 5 years. Any reduction in the extended franchise agreement relieves Dominion of its obligations to lease any of the Saluda River Property though the parties will use best efforts to reach a mutually satisfactory resolution.

6. No Brokers. Each Party represents and warrants to the other Party that it has not engaged or employed any broker or finder in connection with the transactions contemplated by this Memorandum and has taken no action that would give rise to a valid claim against any Party for a brokerage commission, finder's fee, or other like payment.

7. Survival. The terms and conditions of this Memorandum shall survive the Closings and shall remain in full force and effect and shall not merge into the Conveyance Deeds.

8. Successors and Assigns. This Memorandum shall be binding on and inure to the benefit of the Parties and their respective successors and assigns. The covenants and restrictions in the Conveyance Deed and the Lease shall run with the land and be binding on and inure to the benefit of the grantor and grantee thereto and their respective successors and assigns.

9. Notice. Each Party shall deliver all notices, requests, consents, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section

If to Dominion: Dominion Energy South Carolina, Inc.
220 Operation Way
Cayce, SC 29033
Attention: _____

If to City: City of Columbia
Attn: City Manager
1737 Main Street
Columbia, SC 29202

10. Miscellaneous. The individual executing this Memorandum on behalf of each Party represents and warrants that he or she is duly authorized to execute and deliver this Memorandum on behalf of such Party. This Memorandum may be executed in any number of counterparts bearing the original

signatures of one or more of the parties hereto, each of which shall constitute an original, and all of which, when taken together, shall evidence one and the same instrument. Delivery of an executed counterpart of a signature page of this Memorandum by fax transmission or e-mail transmission (e.g., "pdf") shall be effective as delivery of a manually executed counterpart of this Memorandum.

[SIGNATURE PAGE TO FOLLOW]

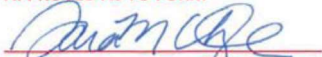
IN WITNESS WHEREOF the undersigned Parties have executed this Memorandum on the dates set forth below to be effective as of the date first set forth above.

CITY OF COLUMBIA**DOMINION ENERGY SOUTH CAROLINA, INC.**

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

APPROVED AS TO FORM


Legal Department City of Columbia, SC

03/31/2023

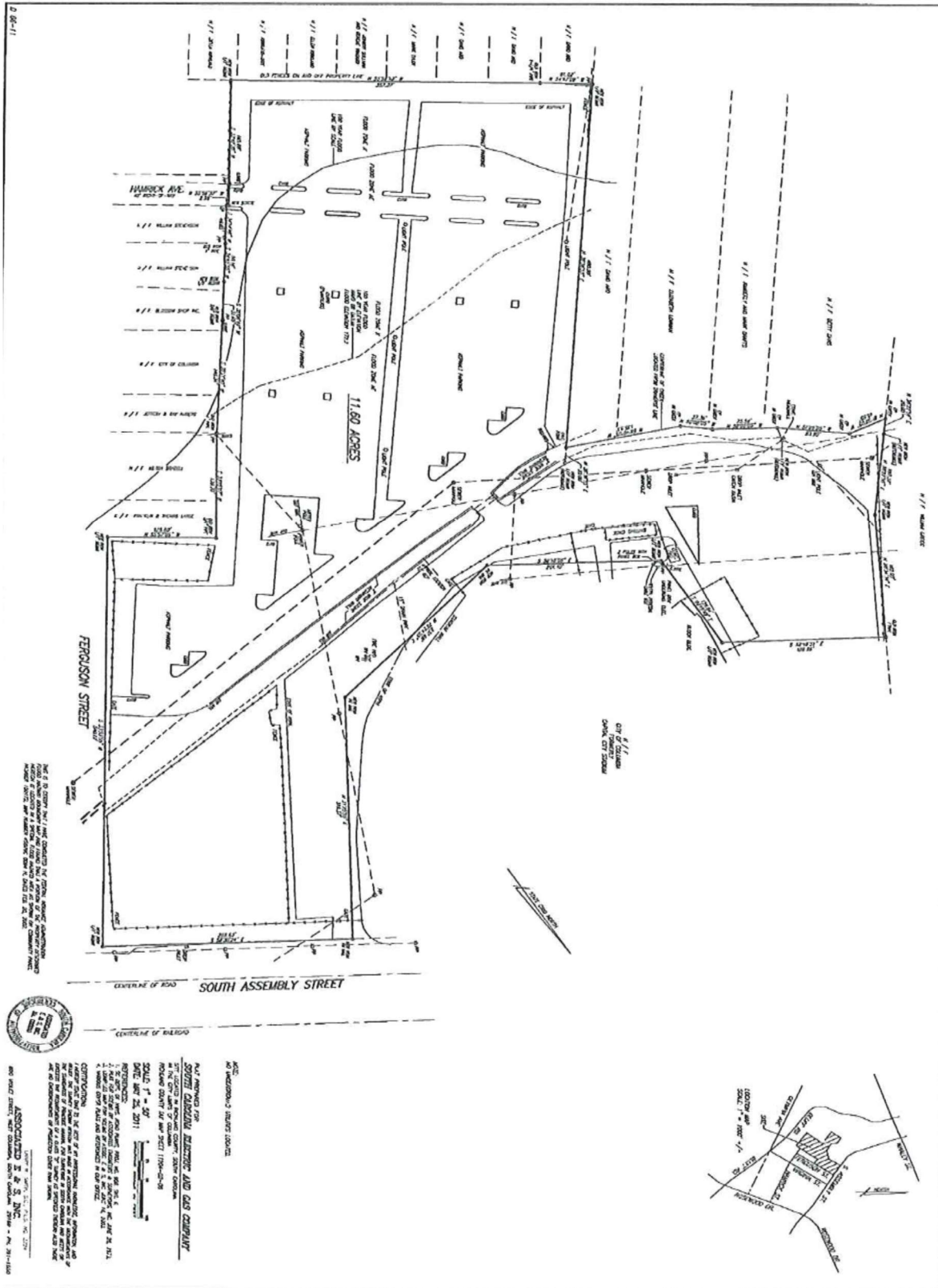
EXHIBIT "A"

Ball Park Property

Exhibit “B”

Saluda River Property

EXHIBIT A





We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2023-024 - Authorizing the City Manager to execute an Intergovernmental Agreement (IGA) between Richland County and the City of Columbia for Animal Care Facilities

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

I was present at the Richland County Administration and Finance Committee meeting on Tuesday, March 28, 2023. The Animal Shelter Agreement passed the committee vote with no questions. It is set to be placed on the County Council's agenda for approval on April 4th.

Robert Anderson
Director of Public Works

ATTACHMENTS:

- **#a:** R-2023-024 -IGA bw Richland County and City (Animal Care Facilities) (PDF)
- **#b:** APPROVED 23016228 2022 Agreement County Thye Final 02212023 (PDF)

RESOLUTION NO.: R-2023-024

*Authorizing the City Manager to execute an Intergovernmental Agreement (IGA) between
Richland County and the City of Columbia for Animal Care Facilities*

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2023, that the City Manager is authorized to execute the attached Intergovernmental Agreement (IGA) between Richland County and the City of Columbia for Animal Care Facilities, or on a form approved by the City Attorney, for the terms and conditions therein contained.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
) INTERGOVERNMENTAL AGREEMENT
COUNTY OF RICHLAND) (Animal Care Facilities)

THIS AGREEMENT is entered into and with an effective date of the 1st day of August, 2023, (“Effective Date”) by and between Richland County (“County”) and the City of Columbia (“City”).

RECITALS

WHEREAS, the City owns, staffs, operates and maintains the Columbia Animal Shelter (“Shelter”) at 127 Humane Lane; and,

WHEREAS, the County and the City desire to co-locate animal care services in one facility for the efficiency of operations and to provide streamlined customer services that will expedite the redemption of lost pets and increase community-wide adoptions;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. Per Diem Cost.

Beginning on the Effective Date, the Shelter will continue to accept canis familiaris (dogs) and felis domestics or felis catus (cats), hereinafter collectively referred to as “animals” delivered by County personnel and County citizens, in addition to those animals delivered by City personnel and City citizens. The City may accept other small mammals, reptiles, birds, or rodents, at no cost, as space permits and in the City’s sole and exclusive discretion.

On that date, the County will pay the per diem fee of Twenty-five and 02/100 (\$25.02) Dollars per day per animal for impoundment and euthanasia for all animals delivered by County citizens as well as County personnel. City shall invoice the County monthly for payment. If the City does not receive payment in full within sixty (60) days, the City, in its sole and exclusive

discretion, may refuse to accept animals from County personnel or citizens until all delinquent amounts are paid in full.

The per diem fee shall increase annually based upon the Consumer Price Index (“CPI”) increase as published by the Bureau of Labor Statistics not to exceed 2% of the then-current per diem fee. If the CPI decreases, the fee shall remain the same as the preceding year.

2. Shelter Policies.

The City's policies and ordinances, as may from time to time be amended, will be applied to any and all operations of the Shelter, including but not limited to the disposition of animals received at the Shelter, adoption, redemption and spay/neuter, which are listed by way of illustration and not limitation. Prior to any change of Shelter policy relating to animal intake, City and County personnel will confer as to the proposed change and mutually agree in writing to the change before such policy is adopted and implemented by the City.

3. Advisory Committee.

An Animal Advisory Committee may be established by both jurisdictions to serve as an oversight committee to make recommendations regarding improving animal care services provided to the citizens of the community. The Committee will be comprised of the County Administrator or its designee, the City Manager or its designee and two members each of City and County Councils, or two citizens appointed by City and County Councils to represent the respective Councils. The Committee shall meet as needed.

4. Capacity Issues.

If at any time the Shelter reaches full capacity and is not able to accept additional animals, as may be determined by the City in its discretion after consultation with County Animal Control personnel, acceptance of animals delivered by County citizens and City citizens to the Shelter will

have priority over those delivered by County personnel and City personnel. Upon such determination by the City, and with notice to the County, each party shall work together to make alternative arrangements for the temporary care, custody and control of animals coming into the possession of County personnel and City personnel at each party's separate cost and expense until such time as the City determines, after consultation with County Animal Control personnel, that the Shelter is no longer at full capacity and that it is able to accept additional animals. If there is an emergency or criminal case (i.e., hoarding, cruelty, etc.,) needing immediate relief, the County shall contact the City, as soon as possible, so appropriate housing or disposition arrangements may be made. County's obligation to pay the City as provided for in this Service Agreement shall continue even if the City is unable to accept additional animals from County personnel during such periods of full capacity, if any. If the Shelter is unable to accept additional animals for a cumulative total of 30 days during any fiscal year, notwithstanding any other provision herein, the County may elect to terminate this Agreement and the County shall only be liable for the per diem rates applicable for animals housed at the shelter as of the day of termination and for a negotiated period thereafter, if any.

5. Term.

The initial term of this Agreement shall be for five (5) years renewable for an additional five (5) year term upon written agreement of the parties.

6. Termination.

The County or the City may terminate this Agreement by action of either Council with a one (1) year notice to the non-terminating party. In the event the funds appropriated by County Council available in any fiscal period are insufficient, this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to County of any

kind whatsoever, except as to the portions of payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

7. Breach.

In the event either party shall fail to comply with its obligations set forth in the Agreement, and such failure shall continue for a period of thirty (30) days after written notice of default has been provided by the other party, the complaining party shall be entitled to pursue any and all remedies provided under South Carolina law and/or terminate this Agreement.

8. Waiver

The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall constitute waiver of subsequent breach.

9. Notice

Written notice to the City shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

City of Columbia
City Manager
Post Office Box 147
Columbia, SC 29217

With a copy to:

Superintendent of Animal Services
127 Humane Lane
Columbia, SC 29209

Written notice to the County shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

Richland County
 County Administrator
 Post Office Box 192
 Columbia, SC 29202

10. Entire Agreement

This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding the same. To the extent that any additional or different provisions conflict with the provisions of this Agreement, the provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

11. Agreement Interpretation

Ambiguities in the terms of this Agreement, if any, shall not be construed against the City. This Agreement shall be interpreted pursuant to the laws of the State of South Carolina.

12. Severability

If any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

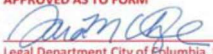
13. Captions and Headings

The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

WITNESSES:

CITY OF COLUMBIA

APPROVED AS TO FORM

Legal Department City of Columbia, SC
03/15/2023

BY: _____
Teresa B. Wilson
ITS: City Manager

COUNTY OF RICHLAND

BY: _____
Leonardo Brown, MBA, CPM
ITS: County Administrator

Richland County Attorney's Office

Approved As To LEGAL Form Only
No Opinion Rendered As to Content



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Resolution No.: R-2023-031 - Authorizing the Economic Development and Infrastructure Committee to act as designee for City Council to hold business license revocation hearings pursuant to any City Code sections allowing such designee, including Section 11-45

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Resolution 2023-031 Business License Revocation Hearings (PDF)

RESOLUTION NO.: R-2023-031

Authorizing the Economic Development and Infrastructure Committee to act as designee for City Council to hold business license revocation hearings pursuant to any City Code sections allowing such designee, including Section 11-45

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2023, that the Economic Development and Infrastructure Committee is hereby authorized by City Council to act as their designee to hold business license revocation hearings pursuant to any City Code sections allowing such designee, including Section 11-45.

Requested by:

Assistant City Manager Palen _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: Assistant City Manager for Operations

FROM: *Henry Simons, Assistant City Manager for Operations*

SUBJECT: Council is asked to approve a \$200,000 allocation to the Columbia Parks and Recreation Foundation for the Columbia Public Art Program: Columbia Streams Art, as requested by The Honorable Daniel J. Rickenmann, Mayor.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Fiscal Year 2022/2023 Hospitality Tax Budget

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** Columbia Public Art Program (PDF)



CITY OF COLUMBIA

23.a

City Administration/Operations
Assistant City Manager Henry, M. Simons, MHA
1111 Recreation Drive, Columbia, SC 29203
Phone: (803)545-3110 or (803) 545-3088

Memorandum

To: Mayor Daniel J. Rickenmann

From: Skot Garrick, Strategic Initiative Administrator

Subject: City of Columbia Public Art Program: *Columbia Streams Art*

Date: March 28, 2023



Illustrated Fish in Public Spaces Project

To provide a city-wide palette for publicly involved art collaborations giving citizens opportunities to celebrate Columbia's proximity and access to our rivers, shared across our business and public spaces.

50 blank fiberglass fish will be assigned to volunteers across the city, including high school and higher education level students, local artists, business people, and others representing the vibrant fabric of Columbia, who will to paint or creatively enhance them. When the decorative process for the fish sculptures has been finished, they will be auctioned to area businesses and individuals, who will choose locations where the sculptures will be more permanently displayed. These locations can include the individual business locations, parks or other public spaces.

Urban Canvas Mobile Art Display Project

As detailed by local artist Stephen Chesley:

Urban Canvas is a term to describe the concept of a public art form that presents spontaneous and dynamic short term movable imagery in public spaces. It is the reproduction of art imagery onto large synthetic industrial printing material for display generally on vertical flat surfaces, including walls and support structures with both inside and outside environments. It is not restricted to any specific mode of art. The concept of



CITY OF COLUMBIA

23.a

City Administration/Operations

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Urban Canvas is spontaneity of engagement, [and] presentation throughout urban environments of thought provoking visual art and cultural philosophical concepts.

The Urban Canvas concept evolved during the pandemic with ongoing art projects shared with Columbia's sister city, Kaiserslautern. The pandemic precluded face to face interaction with German fellow artist[s] and the idea of virtual collage evolved.

The first Urban Canvas launch, minting and reveal of the term, and presentation occurred February, 2023 in Columbia on a side wall of the city's iconic 'Art Bar' founded by Clark Ellefson, in Columbia's designated cultural district The Vista. Another site of the Urban Canvas concept is the back entrance wall of the Richland Public Library, which complements Library progressive art and culture programs.

Stephen Chesley

Contributions to the canvasses can come from a variety of locations, including from artists and collaborators from Columbia's international sister cities.

Publicity through public announcements, social media, earned media, coverage of the build process, and even real-time instantaneous invitations to interact with the canvases in the moment, will generate public excitement and engagement, followed up with publicity and coverage of the relocation and placement across varied City-wide locations. Examples include the Koger Center, Columbia Metropolitan Airport, Columbia Metropolitan Convention Center, 701 Whaley Street, etc.

Future Public Art Projects as Envisioned and Designated

The *Columbia Streams Art* public art program will have the capacity to add and launch additional creative projects as they are envisioned, created, and designated.

The total funding request is \$200,000. Funding is included in the FY 2022/2023 Hospitality Tax Budget and will be allocated to the Columbia Parks & Recreation Foundation.

Skot Garrick
Strategic Initiative Administrator
Skot.garrick@columbiasc.gov
(803) 318-0024



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to refer the Greater Columbia Community Relations Council's Proposal for the Columbia Race and Equity Assessment Project to the Administrative Policy Committee, as requested by The Honorable Edward H. McDowell, Jr.

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to refer a proposed policy related to the placement of art within a city-owned facility or right-of-way to the Arts, Historic Preservation and Philanthropy Committee, as requested by The Honorable Daniel J. Rickenmann, Mayor.

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Eddie Duncan v. The Waters at Berryhill and The City of Columbia



We Are Columbia

MEETING DATE: April 4, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:
Colony Apartments