



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JUNE 15, 2021

The Columbia City Council will conduct a Meeting on Tuesday, June 15, 2021 at 2:00 p.m. using video conferencing technology. The virtual meeting will be streamed online at www.columbiasc.gov. Citizens have the ability to participate in the meeting via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **4852**. During the meeting: press *1 to listen; *2 to leave a message; or *3 to join the speaker queue. For additional information visit www.columbiacitysc.igq2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting portal, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

*The Honorable Mayor Stephen K. Benjamin
The Honorable Sam Davis, District I ■ The Honorable Tameika Isaac Devine, At-Large
The Honorable Howard E. Duvall, Jr., At-Large ■ The Honorable Edward H. McDowell, Jr., District II
The Honorable Daniel J. Rickenmann, District IV ■ The Honorable William Brennan, District III*

CALL TO ORDER

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

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

CITY COUNCIL DISCUSSION / ACTION

2. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin
 - COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director
3. Resolution No.: R-2021-069 Supporting Statewide Legislation Prohibiting the Use of Conversion Therapy on Minors
4. Second Reading of Ordinance No.: 2021-021 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article V, Offenses Involving Minors to add Division 4, Conversion Therapy for Minors Prohibited

First reading approval was given on May 4, 2021.



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5. Update from Dominion Energy on Tree Trimming Practices - Mr. Royce Shannon, Manager of Electric Operations and Mr. Brett Wilkins, Vegetation Management Supervisor for Dominion Energy

CONSENT AGENDA ITEMS 6 THROUGH 13

6. Council is asked to approve a Service Agreement for the Administration of a Self-Insured Workers' Compensation Program, as requested by the Legal Department. Award to Planned Administrators, Inc. in the amount of \$238,636.00. This firm is located in Columbia, SC.

Funding Source: Workers' Compensation (6098939-638300 & 6098939-645300).

7. Council is asked to approve an Agreement for the City of Columbia's Self-Insured Tort Liability Program, as requested by the Legal Department. Award to Planned Administrators, Inc., as a Third Party Administrator in the amount of \$362,580. This firm is located in Columbia, SC.

Funding Source: Claims - Automobile (6088938-645100), Claims - General Tort (6038932-645100), and Claims - Sewer (6068936-645100).

8. Council is asked to approve the Purchase of Automated Metering Infrastructure (AMI) Meters for New Water Accounts, as requested by Columbia Water. Award to Badger Meters, Inc., in the amount of \$236,811.60. This vendor is located in Milwaukee, WI.

Funding Source: Utilities Water Distribution & Maintenance - Meters, Parts, and Supplies (5516203-625600). The original budget amount is \$246,271.00.

9. Council is asked to approve Security Camera Subscription Services, as requested by the Columbia Police Department. Award to Motorola Solutions, Inc., for an initial term of five (5) years with the option to extend for five (5) one-year periods in an amount not to exceed \$2,442,385.00 for fiscal year 2021/2022. This vendor is located in Lexington, SC. We also request authorization for the City Manager to execute the final agreement in a form approved by the City Attorney's Office.

Funding Source: Citywide Video Security Upgrade (4039999-CP106506). The original budgeted amount is \$2,442,385.00.

10. Council is asked to Rescind the approval of a Contract for Project SS6786 (Item #6515); Sanitary Sewer Manhole Rehabilitation, as requested by Columbia Water. Council awarded this project to Vortex Services, LLC on April 20, 2021 in an amount not to exceed \$2,105,725.00. The firm is located in Greenville, SC.



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

11. Council is asked to approve a contract for Project SS6786; Sanitary Sewer Manhole Rehabilitation, as requested by Columbia Water. Award to Vortex Services, LLC in an amount not to exceed \$2,105,725.00 and expiring on June 30, 2022. This firm is located in Greenville, SC. This contract was originally approved on April 20, 2021 to be awarded to Vortex Services, LLC in an amount not to exceed \$2,105,725.00 for the initial period expiring on June 30, 2021. Item #6748 asks Council to rescind that contract. This contract also provides for up to three (3) annual renewals, each renewal at the City's discretion, at the same prices provided in the bid by Vortex Services, LLC. This contractor is located in Greenville, SC.

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

This is a Columbia Disadvantaged Business Enterprise program project with a 25% CDBE goal. The CDBE goal for this project was met at 25%. Vortex Services, LLC is the prime contractor and will provide manhole rehabilitation services at 58% (\$1,221,320.50) of the total contract amount.

The following subcontractors will provide additional services:

Florence Ogburu Enterprises, LLC dba FNO Construction & Associates, a Minority Business Enterprise and a CDBE of Columbia, SC, will provide digging services at 25% (\$526,431.25) of the total contract amount.

CCF of Elizabethton, TN will provide digging services at 17% (\$357,973.25) of the total contract amount.

12. Ordinance No.: 2021-047 Authorizing conveyance of approximately 1,542 SF (0.035 Acre) portion of City Property identified as Lexington County TMS#00700-05-033 for Traffic Circle Improvements at the intersection of Old Lexington Highway (SC Hwy. 83) and Murray Lindler Road (SC Hwy. 82); CF#250-400

First reading approval was given on June 1, 2021.

13. Ordinance No.: 2021-048 Authorizing an appropriation or the issuance by the City of a Tax Anticipation Note for the fiscal year 2021-2022 payments due under the Intergovernmental Agreement between the South Carolina Jobs-Economic Development Authority and the City of Columbia, South Carolina, under the RecoverSC Local Government Liquidity Program; and other matters relating thereto

First reading approval was given on June 1, 2021.



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ZONING / PLANNING ORDINANCE - SECOND READING

14. UNIFIED DEVELOPMENT ORDINANCE - Adoption of New City of Columbia Zoning Map

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

Council Districts: 1,2,3,4

Proposal: Repeal current City of Columbia Zoning Map and adopt new City of Columbia Zoning Map to take effect on August 30, 2021 in conjunction with the newly adopted Unified Development Ordinance.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

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

First reading approval was given on April 20, 2021

ORDINANCE - FIRST READING

15. Ordinance No.: 2021-051 Approving the use of certain funds of the City of Columbia, South Carolina, in order to Acquire, Construct, Equip and Develop Land and Improvements within the Bull Street Development to Provide one or more Parking Facilities and Pay Certain Costs Associated with the Development Thereof; and Other Matters Related Thereto (Bull Street Parking Facility 2/Construction and Development)

RESOLUTIONS

16. Resolution No.: R-2021-052 Authorizing the City Manager to execute a Parking Facility 2 Development Agreement between the City of Columbia and BullStreet Development, LLC
17. Resolution No.: R-2021-060 Authorizing the acceptance of a Quit-Claim Deed from the South Carolina Department of Transportation for approximately 0.63 acre (Parcel A containing approximately 0.28 acre and Parcel B containing approximately 0.35 acre) near Hartford Street and SC Route 277 and Identified as Richland County TMS#14201-04-12 and TMS#14201-01-09; CIP Project #WM4039; CF#220-425 (Alternate access to the Horseshoe Water Pump Station Site)



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18. Resolution No.: R-2021-063 Amending Resolution No.: R-2020-058 Certifying Building Sites as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1310 Lady Street, Richland County TMS #11401-03-01 (This is the old Keenan Building at Sumter Street and Lady Street.)
19. Resolution No.: R-2021-072 Authorizing Notice of 2021 Election for Mayor and Councilmembers from Districts 1, District 4 and one At-Large Seat
20. Resolution No.: R-2021-073 Launch and Implementation of CLIMB Guaranteed Income Pilot Project

EVENT RESOLUTION

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

21. Resolution No.: R-2021-034 Authorizing consumption of beer and wine beverages only at the Lifting as We Climb Fundraiser on Main Street on Saturday, September 18, 2021
22. Resolution No.: R-2021-065 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA Underground on Thursday, July 29, 2021

APPOINTMENTS

23. Climate Protection Action Committee
24. Columbia Tree and Appearance Commission

PUBLIC HEARING

25. Reauthorization of the City Center Improvement District - Mr. Matt Kennell, President and CEO / City Center Partnership

CITY COUNCIL COMMITTEE REPORTS AND REFERRALS

PUBLIC INPUT



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EXECUTIVE SESSION

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

COVID-19

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

John Richard Palyok, as conservator for Jeanne Palyok vs. City of Columbia

28. Discussion of matters relating to proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(2)

Van Robotics

ADJOURNMENT



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JUNE 1, 2021

The Columbia City Council conducted a virtual meeting on Tuesday, June 1, 2021 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:13 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to adopt the agenda, subject to adding an Executive Session discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(2) - Municipal Court.

APPROVAL OF MINUTES

1. Council is asked to approve the May 18, 2021 City Council Meeting Minutes.

Upon a motion made by Mr. Davis and seconded by Mr. McDowell, Council voted unanimously to approve the May 18, 2021 City Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

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

Mayor Benjamin said I am excited to move forward with the “It’s YOUR Shot, Columbia” campaign to encourage vaccinations. We are seeing some encouraging trends; 42% of Richland County residents have received at least one dose. We are going in the right direction. The most recent numbers show a 2.6% positivity rate. We are going to be micro targeting to get more shots in the arms of folks. Thank you to City staff for their work on the campaign.



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

Mr. Harry Tinsley, Emergency Management Director said in the U.S. we have over 33 million confirmed cases and over 591,000 deaths due to COVID-19. In South Carolina, the confirmed case count stands at 491,760 with over 7.8 million tests administered to date. The state case count for today is 116 with a positivity rate of 2.6%. There were three new confirmed deaths in today's report, bringing the state total of confirmed deaths to 8,575. In Richland County, the case count stands at over 39,552 with 15 new cases as of today and a total death count of 504. From May 16th to May 29th, Richland County had 317 cases, averaging about 22 new cases per day. As of May 26th, the Richland County recent disease activity incidence rate continues to remain low with a 2.3% positivity rate. Statewide hospitalizations continue to trend downward. As of today, there are 227 patients currently hospitalized due to COVID-19. DHEC data continues to show all seven key indicators continue to trend downward. DHEC continues with vaccine distributions. Over 4.9 million doses have been received in the state and over 3.5 million people have been vaccinated. In Richland County, 163,182 residents have received at least one vaccine and 133,172 have completed their vaccination process. The federally supported community vaccine center in Columbia Place Mall has administered over 14,000 vaccines, averaging about 428 shots per day. They are now offering the Johnson and Johnson vaccine. As of May 29th, approximately 36.9% of South Carolina's population are fully vaccinated and 44.7% have received at least one dose. According to the CDC, 40.7% of the U.S. population have been fully vaccinated, 50.5% have received at least one dose, 85% of those 65 and older have received one dose and 74.8% have been fully vaccinated. All data points put us in a better position than we were a year ago.

Councilor Devine said we need to have an opportunity to discuss the City's American Rescue Plan dollars, specifically the monies available for outside groups. I would like for us to discuss the process and when will the funding begin.

Ms. Teresa Wilson, City Manager said we were waiting on guidance but I think we now have as much as we are going to get for the immediate future. We can bring something back to you all in our next council meeting as far as the suggested process for the funding.

Councilor Rickenmann said we need to look at our internal needs before we have a full discussion and make any commitments to outside groups. We do not need to get peoples hopes up yet.

Attachment: MN_06_01_2021 (6729 : Approval of Minutes)



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3. AfroDixia: A Righteous Confiscation Exhibition - Mr. John Sims, Artist in Residence at the 701 Center for Contemporary Arts

Mr. John Sims, Artist in Residence at the 701 Center for Contemporary Arts said for 20 years I have been leading the national pushback on confederate iconography with my project “Recoloration Proclamation”: A system of work that confronts the ideas and symbols of white supremacy, visual terrorism, and the propriety of southern heritage in the context of the African American experience. This work was inspired by the protest activism that surrounded the confederate flag being on the State Capitol. It was an honor to receive an invitation from Executive Director Michaela Brown to come to 701 Center for Contemporary Arts as an artist in residence to stage the current show “AfroDixia: A Righteous Confiscation”, which is a survey exhibition of my flag work. On May 17th sometime after 2:00 a.m., the police entered my residency apartment at 701 while I was asleep. They drew guns, detained me, and handcuffed me for over seven minutes. They ran my license and refused to allow me to take photos. Reflecting on the recent anniversary of the death of George Floyd and this incident affirms to me that American policing utilizes the persistent fear of death as enabling elements to promote white supremacy and black subjugation. The time has come for American policing to be held accountable and reconstructed to put humanity first and racism maneuvers last. Law and order without civil rights is very dangerous to our freedom and liberty. While I appreciate the Chief’s comments about being part of a national conversation on community policing and criminal justice reform, I do not appreciate his statement that his officers conducted themselves professionally and within policy. It’s time to go beyond the talk and be a part of a national conversation. This starts with the police having an honest self-critique, vulnerable acknowledgement, an apology when things go wrong, and correct policies when they fail innocent citizens. There is an opportunity for South Carolina to lead this country in this historical moment past the confederate state of mind by working in the areas of social justice, anti-white supremacy policy, and progressive policing. I trust this Council will lead these efforts because the world is watching. We must hold our government officials and police departments accountable.

Mayor Benjamin said we look forward to continuing the dialogue. This Council supports 701 every year because of the work done. Your exhibit spoke to me and I look forward to visiting again and bringing people before the exhibit ends on June 25th. We will continue to dialogue around the issues you raised. Chief Holbrook has led nationally on 21st century policing issues, particularly as it relates to issues of transparency and training around implicit and unconscious bias. We know there are systemic issues that affect this country that go back to the birth of this nation. We are committed to constant dialogue and improvements.

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4. Office of Business Opportunities Program Updates - Ms. Melissa Lindler, Office of Business Opportunities Director

Ms. Melissa Lindler, Office of Business Opportunities Director said in response to the economic injury resulting from COVID-19, the City of Columbia received \$2,660,000.00 from the Economic Development Agency to capitalize the Resilient Columbia CARES Act Revolving Loan Fund. From November 2020 through May 2021, the Commercial Revolving Loan Fund Committee approved 29 loans, totaling \$2,507,985.00. Of those approved, 24 have been awarded with 80% of these dollars being awarded to minority owned businesses. We have four different commercial revolving loans available through the City of Columbia: Columbia Economic Renaissance Fund, Community Development Block Grant, Economic Development Administration Coronavirus Aid Relief and Economic Security (CARES) Act, and Economic Development Administration legacy loan fund. For the month ending on June 30, 2019, we had forty-one active loans in our portfolio totaling \$3,000,808.21. For the month ending on June 30, 2020, we had thirty-six active loans in our portfolio totaling \$2,693,804.96. The reduction in our overall loan portfolio from fiscal year 2018/2019 to fiscal year 2019/2020 is attributed to loan payoffs by our loan recipients. As of May 31, 2021, we have fifty-nine active loans in our portfolio totaling \$4,877,529.05. Our current default rate is now only 1%. As a result of the COVID-19 pandemic on our local small business community, the Commercial Retention and Redevelopment (CRR) committee voted to waive the 20% exterior façade improvement participation requirement. This waiver allowed businesses approved prior to and during the crisis to still participate in the program. For fiscal year 2019/2020, we had \$200,00 in general fund dollars that went to the CRR program. Our target area is Harden Street, Gervais Street, Millwood Avenue, and Taylor Street. For fiscal year 2020/2021 we had no general dollars that were used, all funds were awarded through CDBG. For fiscal year 2021/2022, the only funding we have available is \$146,143 and that is all CDBG dollars. We have worked closely with Columbia Water on the Fats, Oils, and Grease (FOG) Program. We have \$92,247.84 available and have two approvals to date: Rambo's Fat Cat Biscuits and Azalea Coffee Bar. The Citywide MWBE Utilization Goal was adopted in 2015 by the City Manager and implemented in 2016 with a 10% goal. In fiscal year 2019, we met the goal at 12.09% and therefore it was increased to 15%. We met the goal at 15.04%. Because of COVID-19, we are currently at 10.99%. This still shows the commitment of the City to be diverse and more inclusive in the vendors we choose.

In November 2020, the Office of Business Opportunities (OBO) created the Minority Business Opportunities Directory as part of our virtual Minority Business Opportunities Event. The purpose of the directory is to assist our small business community in locating City departments/divisions and community partners who can utilize their goods/services. In fiscal year 2019/2020, 24 projects were awarded from the Mentor Protégé Program. In fiscal year 2020/2021, it went up to 32 projects awarded. The number of approved Columbia Disadvantage Business Enterprise's in fiscal year 2019/2020 was 94. In fiscal year 2020/2021 we have awarded 93. The total projects awarded in

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fiscal year 2019/2020 were five and for this fiscal year we have awarded seven. The program updates to the CDBE policy and guidelines will help us improve our goal attainment by our primes. Pre-determination of good faith effort compliance will be done prior to opening bids which streamlines the internal process between OBO and procurement. We held our first CDBE outreach event for primes and outside stakeholders last Thursday to introduce the revisions to the policy and guidelines. We have had an increase in protégé only and protégé led opportunities. We also have protégé only for smaller projects and IDC's. Early in the pandemic we had a Small Business Stabilization Forgivable Loan and we have awarded 322 loans, forgiven 188 loans, and not yet forgiven 134 loans. OBO created a survey to determine the ongoing needs of our local businesses as we recover from the economic impact of COVID-19. The information gathered from this survey will be used to establish funding priorities based on the needs of our business community. The survey was open from April 12th to May 10th. We received 431 responses from local businesses. OBO has held numerous workshops to educate businesses on the Paycheck Protection Program, Economic Injury Disaster Loan, Restaurant Revitalization Fund, and Shuttered Venue Operators Grant. OBO has also held workshops with our community partners to provide access to various resources. Since the beginning of the pandemic, 47 virtual events have been held and over 2,000 participants have attended.

Councilor Davis asked what percentage of small businesses would not have made it if OBO was not able to provide assistance?

Ms. Melissa Lindler, Office of Business Opportunities Director said probably 30-40%. Most of the businesses that responded needed money for operating and sustaining payroll. A lot of these businesses have been in business for over ten years and livelihood of many. Many did not have money for utilities for their homes because they had no income coming in.

Ms. Teresa Wilson, City Manager said thank you to Melissa and her team. Many cities don't have an Office of Business Opportunities. I think it's very forward thinking of you as a Council to have given the staff and I the opportunity to work in this space. Because we have this office, we were able to provide assistance during the pandemic.

CONSENT AGENDA ITEMS 5 THROUGH 23

Upon a single motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve Consent Agenda **Items 5** through **23**.

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Councilor Davis asked about the efforts to build capacity with small and minority businesses in the contracting areas. For item ten, how many of the subcontractors listed are African American owned businesses? I see two references to women owned but not to African American owned.

Ms. Teresa Wilson, City Manager said we can obtain that information. We typically do not break down businesses by their ethnicity; only by the minority designation. It is typical in the industry to indicate the women owned [businesses]. We can provide you with the business ethnicity information going forward.

5. Council is asked to approve the Purchase of a Cost Tracking Module for Kronos Work Force Central Solution, as requested by the Budget and Program Management Office. Award to Kronos Inc. in the amount of \$59,105.00. The vendor is located in Chelmsford, MA. – *Approved*

Funding Source: Program Management Office - Maintenance & Service Contract (6218950-638200). The original budget amount is \$59,105.00.

6. Council is asked to approve the Upfitting of two K-9 and two CSI Chevrolet Tahoes, as requested by the Fleet Services Division. Award to Love Chevrolet Company using the SC State Contract in the amount of \$73,437.80. The vendor is located in Columbia, SC. – *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$73,437.80.

7. Council is asked to approve Amendment #1 for the Purchase of Muffin/Channel/Auger/Screenings Washer/Honey Monster, Separation Systems, Repair Services, Installation, and Maintenance, as requested by Columbia Water. Award to JWC Environmental Inc., as a Sole Source in the amount of \$111,245.64. The vendor is located in Costa Mesa, CA. – *Approved*

Funding Source: Utilities Metro Wastewater Plant - Machinery and Equipment - Capital (5516208-658300). The original budget amount was \$211,887.75. The budget amount for this amendment is \$111,245.64. The total revised budget amount is \$323,133.39.

8. Council is asked to ratify two Emergency Procurements, as requested by Columbia Water. Award to various vendors in the total amount of \$689,395.13. – *Approved*

Funding Source: Water and Sewer - Capital Projects - Costs 6"Watermain State Park Acres (5529999-WM455501-658650) \$464,400.00 and Engineering - Special Contracts (5511706-638305) \$224,995.13.

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Funding Source	Vendor	Brief Description & Justification	Amount
5529999- WM455501- 658650	Carolina Tap & Bore, Inc. West Columbia, SC	Install 1200' of New 6" water main along Everett St., Fowler St., Goodrich St., Harold St., and India St.	\$464,400.00
5511706-638305	North American Pipeline Marietta, GA	12" water main and associated road repair located north of Greene St. on Park St.	\$224,995.13

9. Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation SCDOT Project ID# 0039032 and 0041502; City of Columbia Water Line Relocation due to Construction and Improvements along a segment of Leesburg Road and Patricia Drive, as requested by Columbia Water. Award to SCDOT in the amount of \$4,943,748.11. – *Approved*

Funding Source: FY 2021 CIP Project (WM335521) \$4,251,623.37 and Utility Conflicts Annual - FY 20/21 CIP Sewer Utility Relocation (SS756121) \$692,124.74. The original budget amount is \$4,943,748.11.

10. Council is asked to approve a Contract for Project WM3872; Rimer Pond Road and Hardscrabble Road Waterline Extension, as requested by Columbia Water. Award to LAD Construction, LLC in an amount not to exceed \$11,910,999.98, which includes contingency. The firm is located in Swansea, SC. – *Approved*

Funding Source: Engineering - Water & Sewer Improvements (5529999-WM387201-658650). The original budget amount is \$13,221,915.00.

This is a Columbia Disadvantaged Business Enterprise program project and a Local Business Enterprise project with a 5% CDBE goal. LAD Construction, LLC is the prime contractor and exceeded the CDBE goal for this project at 5.61%. They will provide waterline installation services at 34.82% (\$3,949,619.50) of the total contract amount.

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

Ferguson Waterworks of Elgin, SC will provide water line materials at 59.57% (\$6,758,017.00) of the total contract amount.

Chao & Associates, a Minority Business Enterprise and a CDBE of Columbia, SC will provide staking services at 1.13% (\$128,500.00) of the total contract amount.

Herndon Incorporated, a Minority Business Enterprise and a CDBE of Lugoff, SC will provide erosion control services at 0.60% (\$67,673.00) of the total contract amount.



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Southern Commercial, a Minority Business Enterprise and a CDBE of Lexington, SC will provide traffic control services at 1.15% (\$130,000.00) of the total contract amount.

L.A. Barrier, a Minority Business Enterprise (W) and a CDBE of Lexington, SC will provide hauling services at 2.73% (\$310,000.00) of the total contract amount.

11. Ordinance No.: 2021-026 Granting an encroachment to Lawrence McGuckin and Sandra McGuckin for the use of the right of way area of the 2000 block of Wheat Street and 500 block of Congaree Avenue for the installation and maintenance of a brick and iron fence adjacent to 500 Congaree Avenue, Richland County TMS#11312-13-11 - *First reading approval was given on May 18, 2021 – Approved on second reading.*
12. Ordinance No: 2021-044 Annexing 8.80-acre portion of S/S Old Leesburg Road; TMS# 22113-01-01(p) - *First reading approval was given on May 18, 2021 – Approved on second reading.*

Council District: 4

Proposal: Request to annex, assign interim land use classification of Urban Edge Residential Small Lot (UER-1) and assign interim zoning of Single Family Residential District (RS-3) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RS-HD by Richland County.

Applicant: Janilyn Q. Martin and Susan Q. Phelps / Canary Woods, LLC

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

First reading approval was given on May 18, 2021.

13. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 504 Percival Road; TMS# 16712-05-05 - *First reading approval was given on May 18, 2021 – Approved on second reading.*

Ordinance No.: 2021-032 Annexing and Incorporating 504 Percival Road, Richland County TMS# 16712-05-05 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 202 - First reading approval was given on May 18, 2021 – Approved on second reading.

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of General Commercial District (C-3) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.

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Applicant: Pete's Mobile Auto & Truck Repairs, LLC

Staff Recommendation: Approval

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

14. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2213 Apple Valley Road; TMS# 07502-01-12 - *First reading approval was given on May 18, 2021 – Approved on second reading.*

Ordinance No.: 2021-034 Annexing and Incorporating 2213 Apple Valley Road, Richland County TMS# 07502-01-12 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 - First reading approval was given on May 18, 2021 – Approved on second reading.

Council District: 1

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

Applicant: Ninette and Tyron Gregory

Staff Recommendation: Approval

PC Recommendation: 04/05/2021; Approval (8-0)

15. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 40.18-acre portion, S/S Old Leesburg Road; TMS# 22113-01-01(p) - *First reading approval was given on May 18, 2021 – Approved on second reading.*

Ordinance No.: 2021-035 Annexing and Incorporating 40.18-acre portion, S/S Old Leesburg Road, Richland County TMS# 22113-01-01(p), into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 - First reading approval was given on May 18, 2021 – Approved on second reading.

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Single Family Residential District (RS-3) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RS-HD by Richland County.

Applicant: Janilyn Q. Martin and Susan Q. Phelps / Canary Woods, LLC

Staff Recommendation: Approval

PC Recommendation: 04/05/2021; Approval (8-0)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 1, 2021**

16. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 7315 Coachmaker Road; TMS# 16307-09-01 - *First reading approval was given on May 18, 2021 – Approved on second reading.*

Ordinance No.: 2021-033 Annexing and Incorporating 7315 Coachmaker Road, Richland County TMS# 16307-09-01 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 - First reading approval was given on May 18, 2021 – Approved on second reading.

Council District: 3

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

Applicant: Andrew and Michelle Welsh

Staff Recommendation: Approval

PC Recommendation: 04/05/2021; Approval (8-0)

17. ZONING MAP AMENDMENT for 707 Catawba Street, TMS# 08913-04-01 - *First reading approval was given on May 18, 2021 – Approved on second reading.*

Council District: 2

Proposal: Request to rezone the parcel from Heavy Industrial District (M-2), -Planned Development District (-PD) to Office and Institutional District (C-1), -Planned Development District (-PD).

Applicant: Hunter Lambert, USC Development Foundation

Staff Recommendation: Approval

PC Recommendation: 04/05/2021; Approval (8-0)

18. ZONING MAP AMENDMENT for 1041 Ponderosa Point Drive, TMS# 09413-01-13 - *First reading approval was given on May 18, 2021 – Approved on second reading.*

Council District: 1

Proposal: Request to rezone the parcel from Light Industrial District (M-1) to Heavy Industrial District (M-2).

Applicant: James C. Judy

Staff Recommendation: Approval

PC Recommendation: 04/05/2021; Approval (8-0)

Attachment: MN_06_01_2021 (6729 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
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19. ZONING MAP AMENDMENT for Congaree Pointe PUD (64.17 acres N/S Bluff Road, 4.23 acres W/S Atlas Road, 2.92 acres W/S Atlas Road, 0.87 acres N/S Atlas Road, 0.03 acres N/S Atlas Road, 0.06 acres N/S Atlas Road, 2513, 2515, 2517, 2519, 2521, 2527, 2529, and 2531 Atlas Road, 116, 120, 124, 130, 134, 138, 142, and 146 Culliver Road, 1.26 acres N/S Beamer Loop Aly., 0.07 acres E/S Congaree Pointe Drive, 1006, 1009, 1010, 1013, 1014, 1017, 1018, 1021, 1022, 1025, 1026, 1029, 1030, 1033, 1034, and 1037 Congaree Pointe Drive, 200, 201, 204, 205, 208, 209, 212, 213, 216, 217, 220, 221, 224, 225, 228, and 229 Jerri Lane, and 1308, 1312, 1316, 1320, 1324, 1328, 1332, and 1336 Poinsett Loop), TMS# 13500-02-04, 13500-02-05, 13500-02-06, 13510-01-05, 13510-05-01, -03, -04, -05, -06, -07, 13510-06-01 thru -12, 13510-07-01, 13510-08-01 thru -09, 13510-09-01 thru -16, and 13510-10-01 thru -16 - *First reading approval was given on May 18, 2021 – Approved on second reading.*

Council District: 3

Proposal: Request to rezone the parcel from Planned Unit Development-Residential District (PUD-R) to General Residential District (RG-2) and General Commercial District (C-3).

Applicant: Councilwoman Devine and Councilman Rickenmann, City of Columbia City Council

Staff Recommendation: Approval

PC Recommendation: 04/05/2021; Approval (8-0)

20. FUTURE LAND USE MAP CONFIRMATION AMENDMENT for 0.418-acres S/S Mabron Road; TMS# 19206-03-58 - *First reading approval was given on May 18, 2021 – Approved on second reading.*

Ordinance No.: 2021-038 Amending the Columbia Compass: Envision 2036 Map to include 0.418-acres S/S Mabron Road; Richland County TMS# 19206-03-58; annexed by Ordinance No 2021-016 enacted April 20, 2021 - First reading approval was given on May 18, 2021 – Approved on second reading.

City Council District: 4

Proposal: Request to confirm the future land use classification of Urban Edge Residential Large Lot (UER-2). The property is currently assigned an interim future land use classification of Urban Edge Residential Large Lot (UER-2).

Applicant: Krista Hampton, Planning & Development Services Director

Staff Recommendation: Approval

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

Attachment: MN_06_01_2021 (6729 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 1, 2021**

21. ZONING MAP AMENDMENT CONFIRMATION for 0.418-acres S/S Mabron Road; TMS# 19206-03-58 - *First reading approval was given on May 18, 2021 – Approved on second reading.*

Council District: 4

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

Applicant: Fidelis Financial, a Georgia limited liability corporation

Staff Recommendation: Approval

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

Annexation, 1st Reading: 03/16/2021; Approval

Annexation, 2nd Reading: 04/20/2021; Approval

22. ZONING TEXT AMENDMENT - Amend §17-674(d) - Criteria for review of design of structures and sites. - *First reading approval was given on May 18, 2021 – Approved on second reading.*

Ordinance No.: 2021-037 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 2, Preservation Standards for Landmarks and Design Protection Districts, Sec. 17-674 Review process (d) Criteria for review of design of structures and sites - First reading approval was given on May 18, 2021 – Approved on second reading.

Proposal: Amend Sec. 17-674 of the Columbia Code of Ordinances (Preservation Standards for Landmarks and Design Protection Districts- Review Process) to amend subsection (d) (Criteria for review of design of structures and sites).

Applicant: Councilman Howard Duvall, Columbia City Council

Staff Recommendation: Approval

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

DDRC Recommendation: 03/11/2021; Approval (9-0)

Attachment: MN_06_01_2021 (6729 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
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23. ZONING TEXT AMENDMENT Amend §17-283(c) Table 3- Permissibility of Bulk Requirements for Wireless Communication Facilities According to Support Structure - *First reading approval was given on May 18, 2021 – Approved on second reading.*

Ordinance No.: 2021-030 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 8, District Descriptions; Use and Dimensional Regulations, Sec. 17-283 Wireless Communication Facilities (Cell Tower), Table 3, Permissibility of Bulk Requirements for Wireless Communication Facilities According to Support Structure - First reading approval was given on May 18, 2021 – Approved on second reading.

Proposal: Amend §17-283(c) Table 3 of the City of Columbia Code of Ordinances to remove the special exception requirement for placement of wireless communication facilities (cell nodes) on existing support structures.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 04/05/2021; Approval (8-0)

ORDINANCE - SECOND READING

24. Ordinance No.: 2021-045 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Catawba, 919 Catawba Avenue, 318 Lincoln Street and 312 Lincoln Street, Richland County TMS # 08914-08-02; 08914-08-07; 08914-08-09) *First reading approval was given on May 11, 2021.*

Councilor Rickenmann said there were a number of items that Council asked to get done before second reading. Have we gotten everything cleared up? I didn't see where we had an agreement for a ten-year term that is not eligible for renewal.

Mr. Ryan Coleman, Director of Economic Development said we have the additional project commitments from the developer that Council was looking for in Exhibit B attached to the ordinance. This includes 14 income restricted units, safety improvements, lighting improvements in compliance with City Code requirements, additional signage and striping, bollards in the right-of-way, zigzag crossings near the railroad gates, fencing and screening around the northern part of property, median improvements, leasing by the unit, and funding for wetland improvements and traffic studies.

Councilor Rickenmann said I did not see any language saying that they agreed to no extension.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Mayor Benjamin said the entire ordinance is predicated on the ten years. We don't need their consent or agreement, the ordinance itself articulates ten years.

Upon a motion made by Mayor Benjamin and seconded by Mr. McDowell, Council voted five (5) to two (2) to give second reading approval to Ordinance No.: 2021-045 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Catawba, 919 Catawba Avenue, 318 Lincoln Street and 312 Lincoln Street, Richland County TMS # 08914-08-02; 08914-08-07; 08914-08-09). Mr. Rickenmann, Mr. McDowell, Ms. Devine, Mr. Davis, and Mayor Benjamin voted aye. Mr. Brennan and Mr. Duvall voted nay.

ORDINANCES - FIRST READING

25. Ordinance No.: 2021-047 Authorizing conveyance of approximately 1,542 SF (0.035 Acre) portion of City Property identified as Lexington County TMS#00700-05-033 for Traffic Circle Improvements at the intersection of Old Lexington Highway (SC Hwy. 83) and Murray Lindler Road (SC Hwy. 82); CF#250-400 – *Approved on first reading.*

Upon a motion made Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to give first reading approval to Ordinance No.: 2021-047 Authorizing conveyance of approximately 1,542 SF (0.035 Acre) portion of City Property identified as Lexington County TMS#00700-05-033 for Traffic Circle Improvements at the intersection of Old Lexington Highway (SC Hwy. 83) and Murray Lindler Road (SC Hwy. 82); CF#250-400.

26. Ordinance No.: 2021-048 Authorizing an appropriation or the issuance by the City of a Tax Anticipation Note for the fiscal year 2021-2022 payments due under the Intergovernmental Agreement between the South Carolina Jobs-Economic Development Authority and the City of Columbia, South Carolina, under the RecoverSC Local Government Liquidity Program; and other matters relating thereto – *Approved on first reading.*

Mr. Jeff Palen, Chief Financial Officer and Assistant City Manager recalled that the RecoverSC Liquidity program funds were to be utilized if we had shortfalls in revenue during this past year due to COVID-19. Our largest discussion was making sure we had the funds to cover local option sales taxes in case the sales taxes came in short. We did not want to adjust that factor on the property tax bills for our citizens. During the budget presentations we showed our intent to return the funds and pay back everything from the RecoverSC loans. While you all approved that, we don't actually make the payment until the next payment date at the end of September. Because of that, we have to pass a tax anticipation note ordinance which is the backstop on how we would make the payments if we weren't using any other funds, as required in the agreement.

Attachment: MN_06_01_2021 (6729 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2021-048 Authorizing an appropriation or the issuance by the City of a Tax Anticipation Note for the fiscal year 2021-2022 payments due under the Intergovernmental Agreement between the South Carolina Jobs-Economic Development Authority and the City of Columbia, South Carolina, under the RecoverSC Local Government Liquidity Program; and other matters relating thereto.

RESOLUTIONS

27. Resolution No.: R-2021-015 Authorizing the City Manager to execute an Encroachment License Agreement (NS #1276367) between the City of Columbia and Norfolk Southern Railroad for Blythewood Farms Phase 1 Sewer Replacement CF #349-17 – *Approved*

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2021-015 Authorizing the City Manager to execute an Encroachment License Agreement (NS #1276367) between the City of Columbia and Norfolk Southern Railroad for Blythewood Farms Phase 1 Sewer Replacement CF #349-17.

28. Resolution No.: R-2021-059 Authorizing the City Manager to execute an Intergovernmental Agreement Relating to Bike Infrastructure between the City of Columbia and Richland County – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to approve Resolution No.: R-2021-059 Authorizing the City Manager to execute an Intergovernmental Agreement Relating to Bike Infrastructure between the City of Columbia and Richland County.

29. Resolution No.: R-2021-061 Authorizing the purchase of 1796 Shady Lane, Columbia, SC 29209 identified as Lot U; Richland County TMS#16606-03-09; CF#250-528 – *Approved*

Councilor Rickenmann requested a meeting to discuss the plan and timeframe in order to notify the neighbors.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2021-061 Authorizing the purchase of 1796 Shady Lane, Columbia, SC 29209 identified as Lot U; Richland County TMS#16606-03-09; CF#250-528.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JUNE 1, 2021

APPOINTMENTS

30. Advisory Committee on Equality

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to establish the Advisory Committee on Equality (ACE) and allow the appointment of as many members as Council desires to serve on the committee.

31. Design Development Review Commission

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve the appointment of Mary Beth Branham as an Architect to the Design Development Review Commission for a three-year term.

OTHER MATTERS

32. Council is asked to approve the Three Rivers Greenway Addendum to the Project Agreement between the City of Columbia and Richland County. – *Approved*

Mr. Clint Shealy, Assistant City Manager for Columbia Water said the addendum to the intergovernmental agreement was conceptualized about a year ago as we were looking to finalize the items associated with the greenway. One of the components of the greenway was an additional section of boardwalk that bypasses the walk area that patrons are using. It trespasses on the railroad right-of-way. We wanted to get a commitment from the County that the additional section will be completed. This addendum secures a commitment that it will be built and funded through the project. This also secures the \$7.9 million that will be used for this project. There is a remaining property deed that has to be conveyed from the County to the City. It might be as late as July when the County conveys that property to the City. The additional parking our public works staff constructed is essentially complete. We are finally there and this addendum closes the door on the project so we can do a public opening of the facility.

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to approve the Three Rivers Greenway Addendum to the Project Agreement between the City of Columbia and Richland County.

CITY COUNCIL COMMITTEE REPORTS AND REFERRALS

No reports or referrals were made at this time.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Mayor Benjamin said can we get some direction on how the disparity study might inform the process going forward and help us continue to build up our group of mentors and protégés. I would recommend a report including such information to be presented to the Economic and Community Development Committee.

Councilor McDowell took a moment of personal privilege to recognize all firefighters. As you know there were three separate fires in one neighborhood last week. I had the opportunity to be with them at one of those fires. It is extremely important that our courageous firefighters get another set of equipment. I want to make sure we keep this as a top priority.

PUBLIC INPUT

No comments were received at this time.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted six (6) to one (1) to enter into Executive Session at 4:16 p.m. for the discussion of **Items 33** through **35** as amended. Mr. Brennan, Mr. McDowell, Mr. Duvall, Ms. Devine, Mr. Davis, and Mayor Benjamin voted aye. Mr. Rickenmann voted nay.

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

*COVID-19
Event Resolutions
Conversion Therapy*

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

2221 Devine Street

35. Discussion of compensation of an employee pursuant to S.C. Code §30-4-70(a)(1)

*City Manager
City Attorney*

Council adjourned the Executive Session and returned to the meeting at 5:19 p.m.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 1, 2021**

EVENT RESOLUTION

36. Resolution No.: R-2021-058 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Celebrate the Light Fundraiser on Saturday, June 26, 2021 – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2021-058 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Celebrate the Light Fundraiser on Saturday, June 26, 2021.

37. Resolution No.: R-2021-068 Amending Resolution No.: R-2021-035 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art and the 1200, 1300, 1400, 1500, 1600 and 1700 blocks of Main Street for First Thursdays on Main on Thursdays, June 3, 2021, July 1, 2021, August, 5, 2021, September 2, 2021, October 7, 2021, November 4, 2021 and December 2, 2021 – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2021-068 Amending Resolution No.: R-2021-035 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art and the 1200, 1300, 1400, 1500, 1600 and 1700 blocks of Main Street for First Thursdays on Main on Thursdays, June 3, 2021, July 1, 2021, August, 5, 2021, September 2, 2021, October 7, 2021, November 4, 2021 and December 2, 2021.

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to return into Executive Session at 5:21 p.m. for the discussion of **Items 33** through **35** as amended.

ADJOURNMENT

The meeting was adjourned at 5:39 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

Attachment: MN_06_01_2021 (6729 : Approval of Minutes)

RESOLUTION NO.: R-2021-069*Supporting Statewide Legislation Prohibiting the Use of Conversion Therapy on Minors*

WHEREAS, conversion therapy, also known as reparative therapy, ex-gay therapy, or sexual orientation and gender identity change efforts, is a range of discredited practices aimed at changing one's sexual orientation or gender identity; and,

WHEREAS, a national community of professionals in education, social work, health, mental health and counseling including the American Academy of Child and Adolescent Psychiatry have determined that there is no scientifically valid evidence that supports the practice of conversion therapy; and,

WHEREAS, such professionals have determined that there is no evidence that conversion therapy is effective or that an individual's sexual orientation or gender identity can be changed by conversion therapy; and,

WHEREAS, such professionals have also determined that conversion therapy is not only ineffective, but is substantially dangerous to an individual's mental and physical well-being and has also been shown to contribute to depression, self-harm, low self-esteem, family rejection, and suicide; and,

WHEREAS, all minors in the City of Columbia, including LGBTQ individuals under the age of 18 that reside within City limits, that seek therapy or treatment to assist them in understanding their individual development of gender identity or their sexual orientation should be free from exposure to the serious harms and risks caused by conversion therapy or reparative therapy; and,

WHEREAS, the City Council of the City of Columbia has a responsibility to protect the health, safety, and welfare of all people in our community, especially the physical and psychological well-being of minors, including LGBTQ youth; NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Columbia this ____ day of _____, 2021, that being lesbian, gay, bi-sexual, or transgender is not a disease, disorder, illness, deficiency, or short coming, and that research has demonstrated conversion therapy poses critical health risks to lesbian, gay, bi-sexual, or transgender minor persons; and,

BE IT FURTHER RESOLVED, City Council of the City of Columbia opposes the use of conversion therapy on minors within the City of Columbia; and,

BE IT FURTHER RESOLVED, that the City of Columbia supports statewide legislation prohibiting the use of conversion therapy on minors, including lesbian, gay, bi-sexual, transgender and questioning youth.

Requested by:

Mayor Benjamin

Mayor

Approved by:

City Manager

Approved as to form:

T.A. Knox

City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO: 2021-021

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article V, Offenses Involving Minors to add Division 4, Conversion Therapy for Minors Prohibited

WHEREAS, conversion therapy, also known as reparative therapy, ex-gay therapy, or sexual orientation and gender identity change efforts, is a range of discredited practices aimed at changing one's sexual orientation or gender identity; and,

WHEREAS, a national community of professionals in education, social work, health, mental health and counseling including the American Academy of Child and Adolescent Psychiatry have determined that there is no scientifically valid evidence that supports the practice of conversion therapy; and,

WHEREAS, such professionals have determined that there is no evidence that conversion therapy is effective or that an individual's sexual orientation or gender identity can be changed by conversion therapy; and,

WHEREAS, such professionals have also determined that conversion therapy is not only ineffective, but is substantially dangerous to an individual's mental and physical well-being and has also been shown to contribute to depression, self-harm, low self-esteem, family rejection, and suicide; and,

WHEREAS, all minors in the City of Columbia, including LGBTQ individuals under the age of 18 that reside within City limits, that seek therapy or treatment to assist them in understanding their individual development of gender identity or their sexual orientation should be free from exposure to the serious harms and risks caused by conversion therapy or reparative therapy; and,

WHEREAS, the City Council of the City of Columbia has a responsibility to protect the health, safety, and welfare of all people in our community, especially the physical and psychological well-being of minors, including LGBTQ youth; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2021, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article V, Offenses Involving Minors is amended to add Division 4, Conversion Therapy for Minors Prohibited, to read as follows:

DIVISION 4. CONVERSION THERAPY FOR MINORS PROHIBITED.

Sec. 14-170. Policy.

The City of Columbia, South Carolina has a compelling interest in protecting the physical and psychological well-being of minors, including but not limited to lesbian, gay, bisexual, transgender and/or questioning youth, from exposure to the serious harms and risks caused by conversion therapy or reparative therapy by licensed providers. These provisions are exercises of the police power of the City for the public safety, health, and welfare; and its provisions shall be liberally construed to accomplish that purpose.

Sec. 14-171. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Conversion therapy or reparative therapy means any practice or treatment that seeks to change an individual's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender. Conversion therapy shall not include counseling that provides support and assistance to a person undergoing gender transition, or counseling that provides acceptance, support and understanding of a person or facilitates a person's coping, social support, and development, including sexual orientation-neutral treatment interventions to prevent or address unlawful conduct or unsafe sexual practices, as long as such counseling does not seek to change sexual orientation or gender identity.

Gender identity means the gender-related identity, appearance, expression, behavior, mannerisms, or other gender-related characteristics of an individual, with or without regard to the individual's designated sex at birth.

Minor means a person less than 18 years old.

Penalty. Any person that violates any provision of this section shall be guilty of a civil infraction, punishable by a civil penalty of a fine not to exceed \$500.00. Each violation of this ordinance shall be considered a separate and distinct offense.

Prohibited practice. It shall be unlawful for any provider to provide conversion therapy or reparative therapy to a minor within City limits if the provider receives compensation in exchange for such services.

Provider means any licensed medical or mental health professional including, but not limited to, licensed professional counselors, licensed psychologists, licensed clinical social workers, provisional licensed professional counselors, provisional and temporary licensed psychologists, licensed and provisional licensed marital and family therapists, psychiatrists, certified substance abuse counselors, certified school counselors, behavior analysts, and any professional licensed under Title 40 of the South Carolina Code of Laws.

Sexual orientation means the preference or practice of homosexuality, heterosexuality, asexuality, and bisexuality, or some combination thereof, by consenting adults, or as perceived by others, but not including sexual preference or practice between an adult and a minor.

Sec. 14-172. Intent.

It is City Council's intent that this ordinance regulate professional conduct and the manner in which therapeutic treatment is delivered to minors within City limits, but does not otherwise prohibit or limit proponents or opponents of conversion therapy to speak about gender or sexual orientation conversion publicly and privately, including to their minors in forms other than therapy.

Sec. 14-173. Conflicting provisions.

Should any provision, paragraph, sentence, or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.

Sec. 14-174-180. Reserved.

This ordinance is effective as of final reading.

Requested by:

Councilmember Devine

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Assistant City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

CONTRACT

This contract ("Contract") is made and effective as of the date of the last signature, ("Effective Date") by and between the City of Columbia, (hereinafter "City") and Planned Administrators, Inc. (hereinafter "PAI").

For and in consideration of the mutual promises and undertakings hereinafter described, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. PERFORMANCE STANDARDS

PAI will, during the term of this contract, professionally administer and adjust claims arising under the City's self-insured workers' compensation program by qualified administrators and adjusters.

PAI will, during the term of this contract, ensure that the City's workers' compensation program fully complies with the South Carolina Workers' Compensation Act and all rules, regulations and policies of the South Carolina Workers' Compensation Commission.

B. SCOPE OF SERVICES FOR THIRD PARTY ADMINISTRATION OF WORKERS' COMPENSATION

PAI will provide the following services (the "Services"), which include, but are not limited to the following:

1. Act as an advisor and representative of the City in all matters pertaining to any and all obligations required at the City by the South Carolina Workers' Compensation Act and Regulations;
2. Compile and file notices, reports and any forms required of the City by the South Carolina Workers' Compensation Act and Regulations;
3. Conduct investigations to determine the validity and compensability of any accidents or injuries claimed by City employees to be a workers' compensation claim and to accept or deny such claims on behalf of the City;
4. Determine all benefits due to City employees on all compensable cases and to make payment of all benefits due through use of City funds in such a manner to be directed by the City;
5. Unless otherwise directed by the City, to direct choice of medical care for all City employees entitled to receive medical care under the South Carolina Workers' Compensation Act and Regulations and to make payment therefore using fee schedules as established by the South Carolina Workers' Compensation Commission if possible or necessary, through use of City funds in such a manner to be directed by the City;
6. Utilize external bill review services for the review of charges for medical services, if deemed prudent;
7. Maintain any records necessary for the City to fulfill its obligations under the South Carolina Workers' Compensation Act and Regulations;
8. Negotiate and/or compromise workers' compensation claims submitted or filed by City employees, including attending informal conferences;
9. Furnish and provide the City with monthly reports of all claims detailing the following:

- a. Claims received;
 - b. Claims pending;
 - c. All payments made on behalf of the City;
 - d. Estimates for all reserves for actual, anticipated or potential benefits or expenses; and,
 - e. All other pertinent data regarding claims and claim payments.
10. Assist in the completion of the self-insurance tax return and Second Injury Fund assessment form and assist in the compilation of all information necessary to calculate premiums for excess insurance coverage. Obtain quotes for excess insurance coverage. The City has the responsibility for payment of self-insurance taxes, Second Injury Fund assessment and excess insurance premiums and for filing of all forms.
 11. Provide all required reporting of settlements, judgments or awards, where medical expenses are paid to a Medicare-eligible claimant to the Centers for Medicare and Medicaid Services (CMS) in compliance with the Medicare Secondary-Payer Mandatory-Reporting Requirements.
 12. Provide toll-free telephone access for City employees to report claims or otherwise contact PAI's personnel;
 13. Assign a primary adjuster with a minimum of five years workers' compensation experience to oversee the City's claims and provide a direct contact for the City's Management and Legal Department by establishing a dedicated telephone line to the primary adjuster;
 14. Protect and/or pursue the City's rights to subrogation in third party and Second Injury Fund reimbursements. PAI acknowledges and agrees that current contracts with Reimbursement Consultants, Inc. (RCI) will remain in place and PAI will not be entitled to collect any incentives on any RCI contract.
 15. Comply with the City's Workers' Compensation Claims Guidelines.
 16. In accordance with the Joint Offering Agreement between PAI and Bardavon Heath Innovations ("Bardavon"), provide the following services:
 - a. Management of the Physical Therapy/Occupational Therapy provider network.
 - b. Group-specific data analytics, to include:
 - i. Case-specific quality metrics,
 - ii. Provider network performance metrics (for the Blue Cross and Blue Shield of South Carolina PPO network, PAI-owned PPO network(s) and/or any network managed by Bardavon Health Innovations, LLC), and
 - iii. South Carolina Workers Compensation Self-Insurance Program performance metrics.
 17. Provide the following Preventive Job Management services:
 - a. Complete a job analysis on the four (4) City jobs with the highest injury rates (analysis will be performed one-time only during the term of the Contract). The job analysis will include a risk hazard analysis for the four (4) jobs;
 - b. Develop post-offer, pre-employment testing/screening for the four (4) City jobs with the highest injury rates; and
 - c. Assist the City Manager/HR Director with a return-to-work program.

C. COMMENCEMENT OF SERVICES

PAI shall commence providing the Services on the Effective Date, which shall be inclusive of all of the City's workers' compensation claims in progress.

D. TERM OF CONTRACT

The initial term of this Agreement will be for five (5) years and this Agreement shall commence on July 1, 2021 at 12:00 AM Eastern Standard Time and terminate on June 30, 2026 at 11:59 PM Eastern Standard Time, unless this Agreement is extended or renewed before June 30, 2026 by written consent of both parties. The City shall, in its sole discretion, shall have the option to negotiate a one-time renewal of this contract for an additional two-year term, which would begin on July 1, 2026 at 12:00 AM Eastern Standard Time, at the agreed upon increase of 3% of the service fee. Notice of such renewal must be provided to PAI on or before June 30, 2026.

E. CONTRACT AMOUNT AND TERMS OF PAYMENT

PAI shall be paid the following amounts for providing the requested services:

1. The City will pay PAI a Bundled Administrative Fee of \$8.40 per employee per month for Services. The Bundled Administrative Fee includes:
 - a. Access to the Blue Cross and Blue Shield of South Carolina PPO network(s), PAI-owned PPO network(s) and any network(s) managed by Bardavon Health Innovations, LLC;
 - b. Network management services;
 - c. Re-pricing services;
 - d. Utilization review services (i.e., determinations regarding medical necessity and appropriateness (both as to service and location)),
 - e. Bill review services;
 - f. Medical management services;
 - g. Fraud investigation services; and
 - h. Monthly claims analytics reporting.
2. (a) There will be no additional charges for any medical bills submitted to Blue Cross Blue Shield of South Carolina PPO network(s), PAI-owned PPO network(s) and/or any network(s) managed by Bardavon Health Innovations, LLC.
 (b) For any medical bills that may be submitted to PPO networks other than those specified in item 2 (a), the City shall pay PAI the contracted rate that PAI has with such third party network, which will be charged back against the individual claimant or claim file as an Allocated Loss Adjustment Expense ("ALAE").
3. The City acknowledges and agrees that the PPO hospital reimbursement schedules are established using prospective negotiated arrangements that include, but are not limited to, per diem, Diagnosis Related Group ("DRG"), Ambulatory Payment Classification ("APC") or a discount off medical charges, and professional reimbursement is based on fee schedules.
4. The City approves and directs PAI to use its best efforts to secure and negotiate any and all medical bill discounts for any medical bills submitted under this Agreement.
5. PAI will provide the City with a monthly invoice for each payment due. The City will pay each invoice by depositing funds in a bank account or accounts established by PAI no later than 15 days after receipt of an invoice from PAI. The City shall arrange for PAI to write checks on the account or accounts for use in the payment of the City's qualified claims, losses and allocated loss adjustment expenses (ALAE). Such funds shall be provided at the inception of this Agreement in the amount of Fifty Thousand and 00/100 (\$50,000.00) Dollars and replenished promptly from time to time thereafter as needed upon notice by PAI to City.
6. PAI shall have the right to annually negotiate the Service Fee if, during the prior contract year, Client's pending caseload exceeds historical claim numbers by more than ten percent (10%). Such Service Fee negotiation shall occur at least thirty (30) days prior to the renewal date. PAI shall furnish the computation methodology and justification applicable to any such fee adjustment.
7. Client and PAI may re-negotiate in good faith the fees for any year in which the workers compensation requirements of the federal or state government substantially change or additional service are required.

F. INCENTIVES

The City also agrees to the following Incentive Fee Schedule:

1. **SC Second Injury Fund Recoveries:** The City agrees to pay PAI ten (10%) percent of all recoveries from the South Carolina Second Injury Fund by PAI.
2. **Subrogation Recoveries:** The City agrees to pay PAI ten (10%) percent of all recoveries from third parties. PAI acknowledges and agrees that current contracts with Reimbursement Consultants, Inc. (RCI) will remain in place and PAI will not be entitled to collect any incentives on recoveries made by RCI nor on subrogation recoveries obtained by the employee's counsel.
3. **Payment of Incentive Fees:** Payment of the above savings or recoveries will be made by the City on a quarterly basis based on an invoice provided by PAI, and supported by appropriate detail.
4. **Costs of Recoveries:** PAI shall be responsible for all costs of South Carolina Second Injury Fund or subrogation recovery, including but not limited to, filing fees, attorney's fees, expert witness fees, deposition costs, which are listed by way of illustration and not limitation only if the services are engaged and directly incurred by PAI. These costs shall be paid by PAI from its ten (10%) percent incentive. PAI shall not be entitled to payment of the incentive on subrogation recoveries obtained by the employee's counsel.
5. **Pass-through Costs:** Index fees are fees charged for researching claims through an Insurance Services Office (ISO) national database to determine if other claims that may have been made by the claimant and may indicate potential fraudulent claims. These fees will be charged at the prevailing rate by ISO (approximately \$11.00 - \$12.00 per claim).

CMS reporting fees are charged by CMS for submitting claims. These fees will be charged at the prevailing rate by CMS (approximately \$7.30 per claim).

G. NURSE CASE MANAGEMENT

Upon request, PAI can provide Nurse Case Management with vendors of City's choice. The City agrees to pay all costs associated with their selected vendor for rehabilitation nurses as Nurse Case Managers. Travel expenses for mileage, meals and any required overnight lodging would be additional and will be paid consistent with the City's policies. Use of a Nurse Case Manager's services for a specific case shall be subject to the mutual agreement of the Client and PAI; upon such mutual agreement, PAI will use the Nurse Case Manager as directed by the City.

I. PERSONNEL

PAI will provide a sufficient number of qualified personnel who meet relevant State of South Carolina requirements and certifications regarding administration/adjustment of a self-insured workers' compensation program and/or loss control program. PAI shall have an office with local service representatives located within 20 miles of the corporate limits of the City of Columbia. The local representatives will be employed by PAI on a full time basis and not as subcontractors.

J. NON-DISCRIMINATION

To the extent legally feasible, PAI will take affirmative action in complying with all Federal, State and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

K. REPORTS

PAI shall provide the City with reports regarding the administration/adjustment of its self-insured workers' compensation program or loss control as specified in the Section B (Scope of Services) at no additional cost.

L. RESERVATION OF RIGHT TO PROVIDE LEGAL SERVICES

The City will provide in-house legal services for the litigation of workers' compensation claims to include, but not be limited to, denied or contested employee workers' compensation claims with the exception of third party subrogation and Second Injury Fund recoveries. For these recoveries, PAI shall provide legal counsel with the City's approval. PAI shall provide the City prompt and timely notice of matters that are to be litigated by City legal staff. The City will also prepare clincher agreements for all clinchered workers' compensation cases. PAI's personnel shall fully cooperate with the City's legal counsel with regard to any litigated matters.

M. LICENSES, PERMITS, AND TAXES

All costs for required permits, licenses and taxes applicable to and/or necessary for PAI's performance of its obligations hereunder shall be borne by PAI. PAI will procure a City of Columbia business license. City shall be responsible for payment of self-insurance taxes, Second Injury Fund assessments and premiums for excess insurance coverage.

N. DUTY OF CONFIDENTIALITY

PAI and PAI's employees, shall keep all information received and utilized by it in the performance of the Services confidential. Such information may be released only upon written approval by the City.

O. CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

PAI shall be responsible for performance of the Services. PAI is an independent contractor and does not act as the City's agent or employee.

P. ASSIGNMENT AND SUBLETTING

In fulfilling its obligations under this Agreement, PAI reserves the right to contract with third parties it deems necessary to perform its obligations under this Contract; therefore, the City acknowledges and agrees that there is no obligation for PAI to obtain prior approval from the City as a condition precedent to entering into any such contract. PAI shall remain liable for the performance of any and all such subcontracted duties.

Q. OWNERSHIP OF DATA

All data or other information generated by or used by PAI, in any form whatsoever, is the property of the City and shall not be used by PAI for any purpose whatsoever except to perform the Services. Notwithstanding the preceding, PAI may use the City's data for PAI's internal purposes (such analysis, aggregation and summary purposes) provided that such data is de-identified and the confidentiality of such data is maintained by PAI.

R. DUTIES UPON TERMINATION

Third Party Administration and claims adjusting services will end at the termination of the contract term, except PAI will provide services at the current Budded Administrative Fee rate to ensure an effective transition to its successor who shall be responsible for the conclusion of any and all workers' compensation claims in progress. At termination, PAI shall immediately provide the City, or its designee, with all records and data in any format PAI is capable of producing and at no cost to the City, which were generated, created or received by PAI in performance of the contract by PAI. All records shall be free from licenses or any proprietary claims or interest.

S. TERMINATION

This contract may be terminated by the City at any time upon any of the following grounds:

1. Failure by the City of Columbia to appropriate funds for the administration of the City's self-insured workers' compensation program;
2. PAI fails to perform any of the Services and does not correct such deficiency within 15 days after having been notified by the City of such deficiency;
3. Upon 30-days written notice by the City of its intent to no longer be self-insured under the workers' compensation law. If after providing such 30 day notice, additional time is required to facilitate the transition away from a self-insured program, the City will pay PAI for such additional days on a per diem basis, based on the contract fee;
4. Upon expiration of the initial two-year term of the contract with no renewal option exercised; and,
5. By mutual agreement.

T. WHOLE AGREEMENT

This Contract contains the entire agreement between the City and PAI. In order to be binding, any modification hereof shall be in writing and signed by the City and PAI.

U. CONTRACT INTERPRETATION

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

V. STATE LAW APPLICABLE

The contract shall be construed in accordance with the laws of the State of South Carolina. PAI agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof.

W. NOTICE

Written notice to the City shall be made by placing such notice in the United States Mail, certified, postage prepaid and addressed to: City Manager, Post Office Box 147, Columbia, South Carolina 29217. A copy of any written notice shall also be mailed to City Attorney, Post Office Box 667, Columbia, South Carolina 29202 and Director of Risk Management, Post Office Box 147, Columbia, South Carolina 29217.

Written notice to PAI shall be made by placing such notice in the United States Mail, certified, postage prepaid and addressed to PAI Third Party Administrators, Attn: Tosca Walls, Director, TPA Operations, Post Office Box 100159, Columbia, South Carolina 29202.

Notice shall be deemed given as of the date on the delivery confirmation receipt.

X. BREACH/WAIVER

The failure of either PAI or the City to insist upon the strict performance of any provision of this contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Waiver of any breach of the Contract by PAI or City shall not constitute waiver of a subsequent breach.

Y. SEVERABILITY

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

Z. SUCCESSORSHIP

The contract is binding upon PAI, its successors and assigns. This Contract is binding upon the City in accordance with its terms and conditions.

IN WITNESS HEREOF, the parties hereto have executed this caused this contract to be effective as of the date of the last signature below.

CITY OF COLUMBIA (S.C.)

PLANNED ADMINISTRATORS, INC.

By: _____
Teresa B. Wilson

By: _____
George Stiles

Title: City Manager

Title: VP of Operations

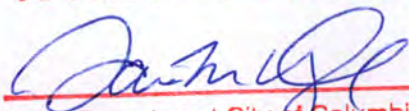
Date: _____

Date: _____

Witness: _____

Witness: _____

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

**PAI Third Party Administrators
Service Agreement for Administration of a
South Carolina Tort Liability Self-Insurance Program**

Article I: Parties to the Agreement

This Service Agreement ("Agreement") is made and effective as of the date of the last signature, between Planned Administrators, Inc. (hereinafter referred to as "PAI") and City of Columbia (South Carolina) (hereinafter referred to as the "City").

Article II: Background

The City warrants to PAI that it is a self-funded municipality under the South Carolina Tort Claims Act, and that it self-insures against all exposure for Tort Liability. The City desires to have PAI provide third party claims management services in connection with this self-insured program. PAI will provide such services on the terms and conditions hereinafter stated and does hereby warrant that it can provide all the services set out in this Agreement. PAI warrants it is duly authorized by all applicable state and federal regulatory authorities to perform the services set out herein, or it will contract with appropriately licensed representatives for those services or jurisdictions where PAI is not licensed or approved to provide such services.

Article III: Term of Agreement

1. Initial Term of Agreement: The initial term of this Agreement will be for Five (5) years and this Agreement shall commence on July 1, 2021 at 12:00 AM Eastern Standard Time and terminate on June 30, 2026 at 11:59 PM Eastern Standard Time, unless this Agreement is extended or renewed before June 30, 2021 by written agreement executed by both parties. The City shall, in its sole discretion, have the option to negotiate a one-time renewal of this Agreement for an additional one-year term, which would begin on July 1, 2026 at 12:00 AM Eastern Standard Time, at the agreed upon 3% rate increase for the service fees provided for herein.

2. Termination of Agreement: This Agreement may be terminated during its term by either party for any reason, at any time, provided that a written notice of such cancellation is received by the other party not later than ninety (90) days prior to the cancellation of this Agreement. In the event of a material breach of this Agreement by either party, including the City's failure to pay the fees provided for herein, this Agreement may be terminated upon ten (10) days written notice by the non-breaching party so long as the breaching party does not cure the material breach during the notice period.

3. Discontinuance of Operations: Should the City file for or is placed into bankruptcy or discontinue its business operation for any reason, all of the fees provided for herein shall become immediately due to PAI and shall be paid immediately. Upon the discontinuation of business operation, this Contract shall immediately terminate without notice, and PAI shall have no further obligation to continue to provide the services called for in this Agreement, and this Agreement shall be considered terminated as of the date the City ceases operations or files for bankruptcy.

4. Post-Termination: Upon termination of this contract:

(a) PAI will process to conclusion those qualified claims or losses remaining open at the termination of this Agreement for which it has been paid in full at the time of the termination. PAI, through its agents, employees or attorneys, shall continue to be entitled to inspect all necessary files and records and make copies or extracts from those files and records.

(b) PAI and the City shall cooperate with one another and devise the manner, means and format to promptly provide the City possession of the files that the City requests in writing be returned to it. The City shall be provided access to the files and records that PAI has maintained for qualified claims or losses (but the City shall not be entitled to any computer hardware, firmware, software, or other information proprietary to PAI). City is entitled to obtain copies of any and all non-claims related files (general

administrative, marketing, risk management, etc.) pertaining to the City and maintained by PAI. PAI shall safeguard all files and records in its possession until such time as those records are transferred to the City or until two (2) years after the termination of this Contract, whichever occurs first.

Article IV: General Conditions of Agreement

1. Full and complete understanding of Agreement: This Agreement represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. The parties agree to undertake this Agreement in good faith.

2. Headings: Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

3. Amendment of Agreement: This Agreement may only be amended, modified or changed by a written statement signed by both parties to this Agreement.

4. Sole benefit: This Agreement is for the sole benefit of the parties hereto, and in no event shall this Agreement be construed to be for the benefit of any third party, nor shall either party be liable for any loss, liability, damages or expenses to any person not a party to this Agreement, including but not limited to the employees of the City.

5. Partnership/Joint Venture – Not intended or created: Nothing in this Agreement is intended, nor shall it be deemed to constitute a partnership or joint venture between the parties.

6. Performance: PAI shall be fully responsible for exercising reasonable care at all times in the performance of its obligations hereunder.

7. Errors and Omissions Liability Insurance: PAI agrees that throughout the duration of this Agreement, it will maintain a policy of insurance which would indemnify City for any liability for damages up to Two Million Dollars (\$2,000,000.00) Dollars that may arise out of PAI's errors or omissions in performing its obligations under this Agreement.

8. Assignment and Subcontract: This Agreement is not assignable by PAI. Additionally, PAI will not subcontract for any services provided for under this Agreement without prior consent of the City.

9. Successors in Interest: This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the parties hereto.

10. Severability: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision had been stricken or revised to the minimum extent necessary to make it valid and fully enforceable under applicable law.

11. Waiver: The failure of any party to enforce any provisions of this Agreement shall not constitute a waiver by such party of any provision. A past waiver of a provision by either party shall not constitute a course of conduct of a waiver in the future with respect to that same provision.

12. Confidential Information: "Confidential Information" shall include all information relating to claim information and loss history relating to the City's employees or claimants. PAI may only utilize the confidential information for the purpose of performing its obligations under this Agreement. Notwithstanding the preceding, PAI may use the City's Confidential Information for PAI's internal purposes (such analysis, aggregation and summary purposes) provided that such data is de-identified and the confidentiality of such Confidential Information is maintained by PAI.

13. Limitations of Parties' Liability: By entering into this Agreement, it is hereby expressly

agreed by the parties to this Agreement that: PAI does not assume any liabilities to any person or entity or make any warranty (express or implied), except those expressly set forth in this Agreement.

14. Timing of Services: PAI may exercise its own judgment, within the parameters set forth herein, as to the time and manner in which it performs the services required hereunder.

15. Practice of Law: It is understood that PAI will not perform and the City will not request performance of any services which may constitute the practice of law.

16. Applicable Law: The terms and conditions of this Agreement shall be governed by the laws of the State of South Carolina, both as to interpretation and performance. PAI agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, South Carolina as to all matters and disputes arising or to arise under this Agreement and the interpretation and performance thereof.

17. Notices: Any notice required to be given under this Agreement shall be sent by certified or registered mail postage prepaid to:

In the case of PAI:

George Stiles, VP of Operations (or his successor)
Planned Administrators, Inc.
P.O. Box 100159
Columbia, South Carolina 29202

In the case of the City:

Teresa B. Wilson, City Manager (or her successor)
City of Columbia
P.O. Box 147
Columbia, South Carolina 29217

and

Demetrius Rumph, Director of Risk Management (or his successor)
City of Columbia
P.O. Box 147
Columbia, South Carolina 29217

Article V: Duties and Obligations of PAI

In consideration of the service fees outlined in Article VIII of this Agreement, PAI agrees to provide the following services:

1. To provide all appropriate claims forms believed by PAI to be beneficial for the efficient operation of the City's self-insured program. All forms shall be approved by the City's legal counsel prior to use by PAI.

2. To review all qualified claim, incident, or loss reports against the City. Unless otherwise directed, to determine liability of the City under state or federal law.

3. To conduct an investigation of each reported qualified claim or loss (as defined above in subparagraph 2) to the extent deemed necessary by PAI in the performance of its obligations hereunder.

4. With the consent of the City, to arrange for independent investigators, medical or other experts to the extent deemed necessary by PAI in connection with processing any qualified claim or loss,

with the cost to be borne by the City.

5. To perform reasonable and/or necessary administrative and clerical work in connection with qualified claims or losses, including the preparation of checks or drafts drawn on the account or accounts established pursuant to Article VI below.

6. Provide all required reporting of settlements, judgments or awards, where medical expenses are paid to a Medicare-eligible claimant to the Centers for Medicare and Medicaid Services (CMS) in compliance with the Medicare Secondary-Payer Mandatory-Reporting Requirements.

7. To maintain a file for each qualified claim or loss, which shall be available for review by the City at any reasonable time.

8. To notify Excess of Loss and/or Aggregate Stop Loss insurers of the City of all qualified claims or losses according to the terms of the Excess or Aggregate agreements and provide reports in accordance with Article VII, Paragraph 2 below.

9. To employ its best efforts to pursue all qualified claims, determining if the facts support a claim by the City for subrogation and aggressively pursue the maximum amount possible for all qualified claims against third parties.

10. To assist the City's legal counsel or experts, when and as requested, in preparing the defense of litigated cases and negotiating settlements.

11. To coordinate with such other firms as the City may direct to assist in servicing Tort Liability claims or accounts. It is understood at this time that no such firms are now under contract with the City and the City agrees not to employ other firms to meet any services specifically addressed in this Agreement to be provided by PAI.

12. To maintain a current estimate of cost of all anticipated losses (hereinafter referred to as loss reserves) on each qualified claim or loss.

14. To use computer programs to furnish to the City selected loss and informational reports either monthly, quarterly, or annually which are described under Article VII below.

15. To present a Claims Administration Report to the City periodically as requested by the City.

16. To attend and participate in meetings with City as requested to provide background and instruction to Risk Managers relating to Tort Liability procedures and claims-handling.

17. PAI agrees to have a Claims Adjuster to attend hearings, or meetings as required by the City.

18. To immediately notify the City's legal counsel of any claim, loss or report of any occurrence involving serious bodily injury or death or which may potentially exceed Fifty Thousand and 00/100 (\$50,000.00) Dollars for bodily injury and/or property damage.

Article VI: Duties & Obligations of City

1. At all times, the City agrees to provide adequate funds for the payment of both qualified claims and losses and of Allocated Loss Adjustment Expenses (ALAE). For the purposes of this Agreement, ALAE shall mean costs, charges, or expenses of third parties, incurred by PAI, its agents or its employees, which are properly chargeable to a qualified claim or loss. These expenses include, without limitation, investigators, experts and witnesses, and fees for obtaining diagrams, reports, documents and photographs.

2. The City agrees that PAI shall not be required to advance its own funds to pay losses or ALAE on behalf of the City.

3. The City agrees to deposit such funds in a bank account or accounts established by PAI in connection with this agreement. The City shall arrange for PAI to write checks on the account or accounts for use in the payment of the City's qualified claims, losses and ALAE. Such funds shall be provided at the inception of this Agreement in the amount of Fifty Thousand and 00/100 (\$50,000.00) Dollars and replenished promptly from time to time thereafter as needed upon notice by PAI to City.

4. The City agrees to provide PAI payment authority and discretion to make settlements of qualified claims and losses, and to spend money for the adjustment of, and administration of claims, within certain restrictions.

5. The City agrees that PAI shall have full discretion to redeem, compromise, or settle any qualified claim or loss for an amount not to exceed Ten Thousand and 00/100 (\$10,000.00) Dollars for bodily injury, personal injury, and property damage, except for sewer back-up and water main breakage claims or losses and claims or losses involving allegations of false arrest, malicious prosecution, excessive force or violation of civil or constitutional rights. Sewer back-up and water main breakage claims or losses should be adjusted in compliance with the protocol to be provided to PAI by the City, within the same authority for property damage (\$10,000.00). PAI shall immediately advise of and confer with City's legal counsel of any claims or losses involving allegations of false arrest, malicious prosecution, excessive force or violation of civil or constitutional rights and obtain authority from the City to redeem, compromise or settle such cases for any amount. PAI shall obtain settlement authority from the City to redeem, compromise, or settle any qualified claim or loss which exceeds its authority.

6. The City agrees that PAI shall have full discretion to make discretionary payments on any qualified claim or loss for expenses required in investigating, administering, defending and adjusting qualified claims and losses for an amount not to exceed Two Hundred and 00/100 (\$200.00) Dollars.

7. The City agrees PAI shall write checks on the account or accounts for use in the payment of the City's qualified claims, losses and allocated loss adjustment expenses (ALAE).

8. The City and PAI agree that any of the amount of check-writing authority herein may be changed at any time by the City upon ten (10) days prior written notice to PAI. PAI will print and write all checks contemplated herein.

Article VII: Management of Information Reports

1. PAI agrees to maintain computer programs for the purposes of monitoring and tracking qualified claims and losses (open and closed) that have been reported to the City.

2. PAI agrees to provide the City selected loss and informational reports either monthly, quarterly, or annually in a format to be mutually agreed upon by City and PAI.

3. PAI shall provide such electronic files and database information, on a monthly basis, as the City requires, and keep a current detailed historical database of all City claims in compliance or compatible with the Public Risk Database as is practical.

Article VIII: Service Fees and Incentives

In consideration of the agreed services to be provided by PAI under this Agreement the City agrees to the following Service Fee Schedule for new claims incurred after the effective date of this Agreement (See Attachment A – City of Columbia Tort Liability Pricing).

The basis of all claim charges will be "Life of Contract", meaning that the payments by the City to PAI described herein obligate PAI to perform services only during the term of this Agreement.

Article IX: Signatures

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed and effective as of the date of the last signature below.

CITY OF COLUMBIA (S.C.)

PLANNED ADMINISTRATORS, INC.

By: _____
Teresa B. Wilson

By: _____
George Stiles

Title: City Manager

Title: VP of Operations

Date: _____

Date: _____

Witness: _____

Witness: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Attachment: APPROVED - PAI Tort Agreement - Matter# 21009345 (6754 : Planned Administrators, Inc. - Tort Agreement)

ATTACHMENT A

City of Columbia Tort Liability Pricing

The following exhibit presents our ESTIMATED methodology for developing a minimum annual fee based on the historical average of claims activity CITY OF COLUMBIA has experienced in the past.

Approximate Historical Basis:

Year	Auto PD	Auto BI	Auto PD&BI	GL PD	GL BI	GL PD&BI	Sewer	All Other Losses	Total
18/19:	190	0	52	534	37	5	36	854	
19/20:	179	3	59	561	31	9	35		877
Totals:	369	1	111	1,095	68	14	71		1,731
2yr Avg:	185	2	56	548	34	7	36	866	

PAI is committed to providing the City of Columbia with aggressive pricing that reflects the unique value that PAI provides with respect to tort claims administration in South Carolina. Our pricing is on a "life of contract" basis and based on a number of elements, including:

1. A review of the number of claims by type (Auto PD, Auto BI, Auto PD & BI, GL PD, GL BI, GL PD & BI, Sewer and All Other Losses) that we capture in our claims system;
2. An estimate of the effort involved in processing the claims (including labor, software, infrastructure and materials cost) based on PAI current understanding of the processes and needs by the City of Columbia;
3. Exclusive value added by PAI that results in savings to the City of Columbia.
4. Ancillary services provided by PAI in connection with the administration.

Claims Fee:

The basis of our pricing was determined after reviewing the number of claims by type provided by you, which averaged ~~866~~ claims per year over the past 2 full years.

Based on the above averages, we propose the following:

Basis: "Life of Contract":

Auto PD:	\$375 per claim
Auto BI:	\$695 per claim
Auto PD & BI Combined:	\$795 per claim
GL PD:	\$375 per claim
GL BI:	\$695 per claim
GL PD & BI Combined:	\$795 per claim
Sewer:	\$350 per claim
All Other Losses, Notice Onlys	\$150 per claim

Based on the 2 year averages for claims activity, PAI projects a yearly estimated claim fee of **\$362,580**. If the number of claims is less than the projected averages the yearly claim fee will be less. However, if the number of claims exceeds the average claims per year as noted above, the City of Columbia would pay the per claim rates above for each claim over the average.

PAI would charge **\$90,645** per quarter annually.

Since PAI is the incumbent TPA, this fee does not include run-off of open claims with accident dates prior to effective date of our agreement.

Pass Through Fees:

Index fees are charged for researching claims through Insurance Services Office (ISO) national database. This is to determine if other claims that may have been made by the claimant and may indicate potential fraudulent claims. These fees will be charged at the prevailing rate by ISO (approximately \$11 to \$12 per claim).

In addition, claims are submitted to CMS via ISO. These fees will be charged at the prevailing rate by CMS (approximately \$7.30 per claim).

Annual Administration Fees:

The annual administration fees include Section 111 Medicare Reporting and all standard reports. This fee is \$2,500 annually and can be paid quarterly.

Ancillary Services:

10% of all subrogation recoveries.

Pricing for other services are available.

Payments:

At the City's option, PAI will provide a fixed quarterly payment schedule for the Claims Fees and Bill Review Fees set forth above.

If the City selects a fixed payment schedule, the total fee will be reconciled annually and any overage or underpayment will be rolled into the following year's payment schedule.

Comments:

- a) Above fees covers all Unallocated Loss Adjustment Expense (ULAE), for example: Claims Adjuster salaries, benefits, travel expenses, overhead, management reports, etc.



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

July 9, 2019

Carol A Sforza
Warehouse & Inventory Manager
City of Columbia
Wastewater Management
PO Box 147
Columbia, SC 29217

**RE: RFP001-18-19-CW-ECM, Advanced Metering Infrastructure
Contract Pricing Extension**

Dear Ms. Sforza:

Badger Meter, Inc. (Badger Meter) will cordially extend the AMI Contract pricing on all Badger Meter products throughout the contract period from February 25, 2019 until February 28, 2022 to the City of Columbia for purchases made in support of expansion and growth of the City's distribution system. In order to place a purchase order, please work with Santiago Speranza and he will work with our Customer Care Team to fulfill your orders.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 ext. 12728 or via email at bids@badgermeter.com. If you would like to place a purchase order, please contact Santiago Speranza at 414-371-5817 or via email at ssperanza@badgermeter.com.

We appreciate the opportunity to support your metering needs.

Sincerely,

BADGER METER, INC.

A handwritten signature in black ink, appearing to read 'K. Fleming', written over the printed name and title.
Korrine L. Fleming
Assistant Secretary

Attachment: Contract Pricing Extension (6720 : Purchase of Badger Meters for New Water Accounts)

Manu. Desc./Part#	Unit Cost	Order Qty	Sub Total
Badger 5/8"x3/4" Model 25 AMI Meters w/ Orion LTE-M Endpoints	\$ 138.50	864	\$ 119,664.00
Badger 1" Model 55 AMI Meters w/ Orion LTE-M Endpoints	\$ 184.00	24	\$ 4,416.00
Badger 1 1/2" Model 25 AMI w/ Orion LTE-M Endpoints	\$ 346.00	15	\$ 5,190.00
Badger Orion LTE-M Endpoint	\$ 75.00	1200	\$ 90,000.00
			\$ 219,270.00
	8% Tax		\$ 17,541.60
	TOTAL		\$ 236,811.60

\$246,271 in 5516203-625600: Meters, Parts, And Supplies remaining in the budget.
Working budget for 5516203-625600 is \$1.09 Million.



We Are Columbia

TO: Honorable Steve Benjamin, Mayor & Members of City Council
Teresa Wilson, City Manager

FROM: Jeff Palen, Assistant City Manager/Chief Financial Officer
Department of Procurement and Contracts

DATE: June 8 2021

Subject: Recommendation for approval of contract with Motorola Solutions, Inc.

City staff, with the help of independent consultant Jacobs, Inc., has completed negotiations with Motorola Solutions, Inc., for the procurement of subscription services for up to 200 video security cameras and related services. We respectfully request Council's approval for the City Manager to enter into a contract with Motorola Solutions, Inc. for the subscription services, to include but not limited to video security camera services, professional services, maintenance, training, and support.

The initial term is for \$2,442,385.00 for FY21/22. The first year will be funded using proceeds from the Installment Purchase Revenue Bond, Series 2021. Total funding over the five years is \$8,679,305 (see attached schedule for the annual breakout of costs). Subsequent years will be subject to annual General Fund appropriation and submitted for Council approval.

Contract negotiations have been completed for all pricing and cost of services. The following areas are still in negotiation which will not impact the project costs (including additional services costs):

- Data usage carry over
- Assistance with traffic engineering and security escort services in areas with safety concerns
- Finalization of subcontractors to be utilized
- Further defining the vendor's broad language for permitting requirements requested

In an effort to move forward with this project without any delays, we are submitting this request to be approved by Council on the June 15th agenda. With an approval, a notice to proceed will be issued with an effective date of July 1, 2021. Camera installations will occur 60 days later. If we wait to finalize the noted details, Council approval would not occur until the meeting on July 20, 2021. This will potentially delay the start of this project by 45 or more days.

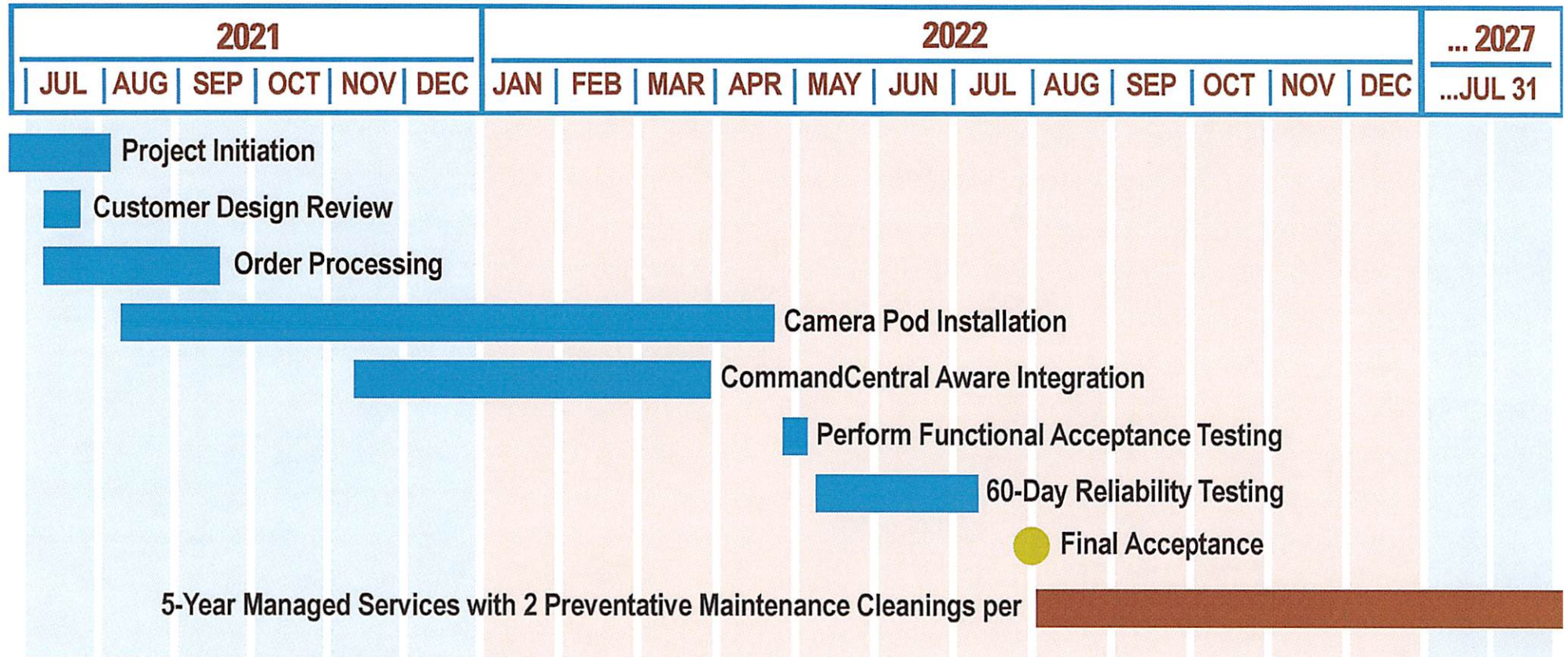
If you have questions or concerns, please do not hesitate to contact me.

Attachment: MinuteTraQMemo.RFP013-19-20-KDDVideoSecurityCameraServices (6735 : Video Security Camera Services)

Table for Schedule of Funds

Schedule of Funds	Not to Exceed Amount
Year 1	\$2,442,385.00
Year 2	\$1,670,496.00
Year 3	\$1,681,322.00
Year 4	\$1,781,892.00
Year 5	\$1,793,624.00
5 Year Total	\$9,369,719.00
Palmetto 800 Discount (Year 2- 5 total)	(\$967,280.00)
5 Year Total After Discount	\$8,402,439.00
Additional Services (Year 2-5 total)	\$276,866.00
5 Year Grand Total	\$8,679,305.00

EXHIBIT B - SCHEDULE FOR COMPLETION OF SERVICES

IMPLEMENTATION TIMELINE**Video Security Camera Services** (based on Start of Contract July 1, 2021)

CONTRACT

City of Columbia, South Carolina

SS6786 (CDBE)

Sanitary Sewer Manhole Rehabilitation

BID004-20-21-I.AG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Vortex Services, LLC**, with legal address and principal place of business at **17 AD Asbury Road, Greenville, SC 29605**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall begin on a date specified in the Notice to Proceed (NTP) with all work herein contemplated to be completed by June 30, 2021.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Two Million One Hundred Five Thousand Seven Hundred Twenty-Five Dollars and Zero Cents (\$2,105,725.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 18 "Specifications Roadway Improvements, Materials and Construction" and Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Location Map.

9.2.8 Project Specifications.

9.2.9 Project Manual.

9.2.10 Addenda numbers 1 to 3, inclusive.

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

9.2.12 The Columbia Disadvantaged Business Enterprise (CDBE) Program Policy.

ARTICLE 10. TERMINATION

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the

Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

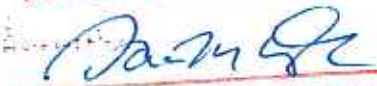
Attest

Address for giving notices:

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

Date: _____

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

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

CONTRACT

City of Columbia, South Carolina

SS6786 (CDBE)

Sanitary Sewer Manhole Rehabilitation

BID004-20-21-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Vortex Services, LLC**, with legal address and principal place of business at **17 AD Asbury Road, Greenville, SC 29605**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall for the initial period shall begin on a date specified in the Notice to Proceed (NTP) with all work herein contemplated to be completed by **June 30, 2022**. The City will have the option to renew the contract for up to three annual renewals at the same prices as indicated in the original bid submitted by the contractor. The decision whether to renew this contract, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. The notice to renew or terminate shall be determined within 90 days of the anniversary date for each optional term.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Two Million One Hundred Five Thousand Seven Hundred Twenty-Five Dollars and Zero Cents (\$2,105,725.00)**.

City of Columbia, SC
8/06/2020

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

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

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

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

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

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9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 18 "Specifications Roadway Improvements, Materials and Construction" and Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

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9.2.10 Addenda numbers 1 to 3, inclusive.

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

9.2.12 The Columbia Disadvantaged Business Enterprise (CDBE) Program Policy.

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The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return

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

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

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

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

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

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK –
SIGNATURE PAGE FOLLOWS**

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date:

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

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

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

APPROVED AS TO FORM



Legal Department City of Columbia, SC

6/9/2021

Event Number	BID004-20-21-LAG Addendum 3	Organization	City of Columbia, SC
Event Title	Sanitary Sewer Manhole Rehabilitation SS6	Workgroup	Purchasing
Event Description	All City of Columbia Procurement Contracts	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	9/24/2020 10:42:07 AM (ET)	Phone	
Close Date	10/29/2020 10:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Prism Contractors & Engineers,	Williamsburg	VA	10/28/2020 05:43:38 PM (ET)	1	\$2,066,500.00
Vortex Services, LLC.	Greenville	SC	10/29/2020 09:57:31 AM (ET)	1	\$2,105,725.00
mcclam & associates inc	little mountain	SC	10/29/2020 09:57:36 AM (ET)	1	\$2,238,891.00

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

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE #	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (if applicable - Use 2 letter Code See Key Below)
CCF	N/A	Dig Work	\$357,973.2 5	17 %	N/A	N/A
"Florence Ogburu Enterprises llc./DBA FNO Construction & Associates"	V014095	Dig Work	\$526,431.2 5	25 %	DBE, MBE	BM
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

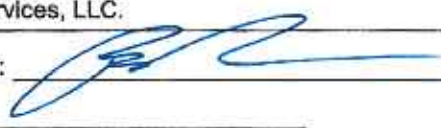
BF – African American Female
HF – Hispanic American Female
NM – Native American Male

COMBINED TOTAL SUB AMOUNT: \$ 884,404.50

TOTAL CONTRACT AMOUNT: \$ 2,105,725.00

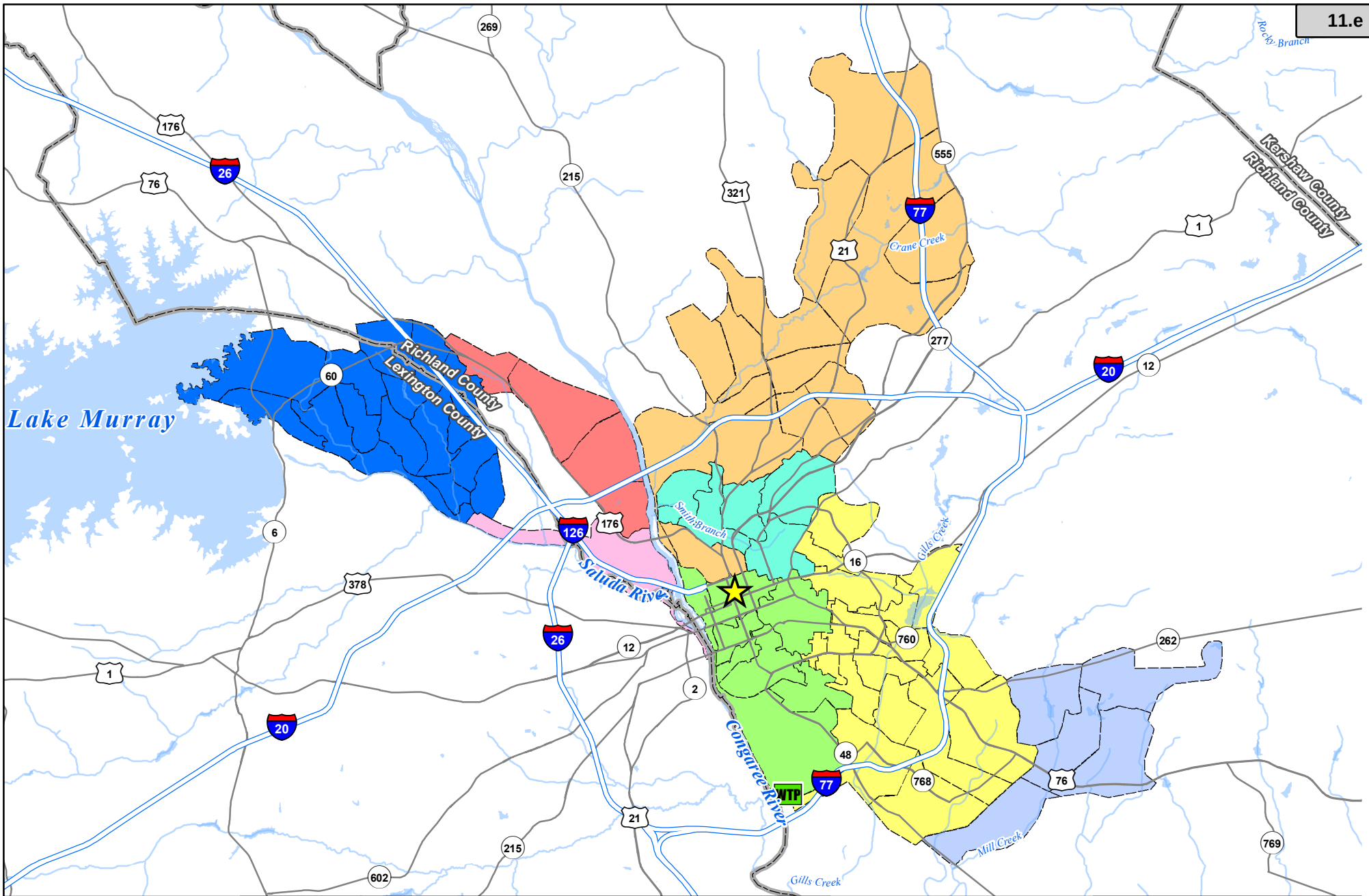
I certify this information is true, correct, complete and active.

Business Name: Vortex Services, LLC.

Representative Name/Title: 

Date: 10/28/2020

Attachment: Vortex Services BIR Form (6732 : Sanitary Sewer Manhole Rehabilitation (New))



Attachment: Location Map (6732 : Sanitary Sewer Manhole Rehabilitation (New))

Clean Water 2020
Columbia's Clear Vision for Clean Water



City Hall



Metro WWTP



Broad River



Crane Creek



Gills Creek



Mill Creek



Rocky Branch



Saluda River



Smith Branch



West Columbia



1 inch = 3 miles

0 10,000 20,000 Feet

SS6786 Manhole Reha City of Columbia SS Service Area

Prepared For:

Packet Pg. 61

ORDINANCE NO.: 2021-047

Authorizing conveyance of approximately 1,542 SF (0.035 Acre) portion of City Property identified as Lexington County TMS#00700-05-033 for Traffic Circle Improvements at the intersection of Old Lexington Highway (SC Hwy. 83) and Murray Lindler Road (SC Hwy. 82); CF#250-400

WHEREAS, the South Carolina Department of Transportation has made a request for acquisition of approximately 1,542 square feet (0.035 acre) portion of City-owned property known as Lexington County TMS#00700-05-033 for widening the rights-of-way of Old Lexington Highway and Murray Lindler Road to create a traffic circle; and,

WHEREAS, the plans for the proposed construction have been reviewed and approved by the Department of Engineering and there are no conflicts with existing or planned City utilities. This property was formerly the site of a water pump station which has been abandoned and the site is currently vacant; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2021, that for and in consideration of the sum of One and No/100 (\$1.00) Dollar, the City Manager is hereby authorized to execute a deed and any other documents necessary and approved by the City Attorney to consummate the conveyance to the **SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION** an approximately 1,542 square feet (0.035 acre) portion of Lexington County TMS#00700-05-033.

The referenced site is identified as Tract 4 as shown on a drawing prepared for the South Carolina Department of Transportation for Project ID 0042925 for the Old Lexington Hwy. and Murray Lindler Road Traffic Circle Improvements Project, and being on file in the office of the Department of Engineering under file reference #250-400. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE "AREA OF ACQUISITION" AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS, A COPY OF WHICH CAN BE OBTAINED FROM SCOT HEADQUARTERS, 955 PARK STREET, COLUMBIA, SC 29201. ADDITIONALLY, UPON COMPLETION OF CONSTRUCTION, A RECORDABLE RIGHT OF WAY PLAT SHALL BE SUBMITTED TO THE REGISTER OF DEEDS IN COMPLIANCE WITH SCOT STANDARD DRAWING 109-105-01.

Tract 4
Obtain 1,542 SF
(0.035 Ac.)

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40+00

34+23.20

34+36.74

34+45.32

34+52.21

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34+70.00

34+72.00

34+74.00

34+76.00

34+78.00

34+80.00

34+82.00

34+84.00

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THE STATE OF SOUTH CAROLINA**COUNTY OF LEXINGTON**

Road/Route **S-83, S-82 & S-940**
 Project ID No. **0042925**
 Tract **4**

TITLE TO REAL ESTATE

Approximate Survey Stations

31+00	To	33+00 LT
Road S-83 Survey		
10+00	To	12+00 LT
Road S-82 Relocated Survey		
_____	To	_____

KNOW ALL MEN BY THESE PRESENTS, That I (or we) City of Columbia, PO Box 147, Columbia, South Carolina 29217 in consideration of the sum of One Thousand Eight Hundred and No/100 (\$1,800.00) Dollars and other valuable consideration to me (or us) in hand paid at and before the sealing and delivering thereof, by the South Carolina Department of Transportation, Columbia, South Carolina, receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the said South Carolina Department of Transportation, its successors and assigns, all that certain real property of the Grantor in fee simple absolute from Intersection Improvement on Roads S-83, S-82 and S-940, State and County aforesaid, as shown on plans prepared by the South Carolina Department of Transportation and dated January 23, 2015.

SPECIAL PROVISIONS:

The above consideration is for all that certain parcel of land containing 0.035 acre/1,542 square feet, more or less, and all improvements thereon, if any, owned by City of Columbia, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. Property herein conveyed is along a relocated centerline as shown on plans between approximate survey stations 9+98.51 and 11+90.88 (Road S-82 Reloc.). This being a portion of the property acquired from Curtis Shealy, by deed dated December 28, 1989, and recorded November 25, 1990, in Deed Book 1510, Page 20 in the records for Lexington County and shown as Tax Map No. 000700-05-033.

Also, it is understood and agreed that the Department will maintain the storm drainage channel/swale and riprap as the Department determines necessary.

Together with, all and singular, the rights, members, hereditaments and appurtenances thereunto belonging, or in any wise incident or appertaining.

And I (or we) do hereby bind myself (or ourselves), and my (or our) successors, to warrant and forever defend all and singular said premises unto said South Carolina Department of Transportation, its successors and assigns, against myself (or ourselves) and our successors in interest and anyone claiming under us and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

GRANTEE'S ADDRESS (Return Address): SCDOT, Director, Rights of Way, P. O. Box 191, Columbia, SC 29202-0191

Date Checked _____ By _____
 Project ID No. 0042925 Tract 4

TO HAVE AND TO HOLD in fee simple, absolute and singular the said property and the rights hereinbefore granted, unto the said South Carolina Department of Transportation, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand(s) and seal(s) this _____ day of _____, in the year of our Lord, Two Thousand and Twenty-One.

Signed, sealed and delivered in the presence of: City of Columbia

_____ 1 st Witness	_____ Grantor (L.S.)
	By: Its <u>City Manager</u>
_____ 2 nd Witness	<u>Teresa B. Wilson</u> Grantor (L.S.)

NOTE: All right of way agreements must be in writing and are subject to rejection by the South Carolina Department of Transportation.

THE STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) **ACKNOWLEDGEMENT**

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Teresa B. Wilson its City Manager, on behalf of City of Columbia.

Signature of Notary Public

Printed Name of Notary Public

NOTARY PUBLIC FOR THE STATE OF

My Commission Expires: _____
(Affix seal if outside SC)

APPROVED AS TO FORM

Legal Department City of Columbia, SC

5/18/2021

Project ID No. 0042925

Tract 4

ATTORNEY CERTIFICATION

I, _____, an attorney licensed to practice law in the State of _____ does hereby certify that I supervised the execution of the attached Title to Real Estate for traffic circle at the intersection of S-83 (Old Lexington Highway) and S-82 (Murray Lindler Road) with CITY OF COLUMBIA, as Grantor and SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION, as Grantee, this _____ day of _____, 2021.

State Bar Number: _____

ORDINANCE NO. 2021-048

AUTHORIZING AN APPROPRIATION OR THE ISSUANCE BY THE CITY OF A TAX ANTICIPATION NOTE FOR THE FISCAL YEAR 2021-2022 PAYMENTS DUE UNDER THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY AND THE CITY OF COLUMBIA, SOUTH CAROLINA, UNDER THE RECOVERSC LOCAL GOVERNMENT LIQUIDITY PROGRAM; AND OTHER MATTERS RELATING THERETO

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1. Findings and Determinations. The City Council (the “**Council**”) of the City of Columbia, South Carolina (the “**City**”) hereby finds and determines:

A. The City is an incorporated municipality located in Richland County and Lexington County and as such possesses all powers granted to municipalities by the Constitution and laws of this State.

B. Pursuant to Section 5-5-10, Code of Laws of South Carolina 1976, as amended (the “**South Carolina Code**”), the City has selected the Council-Manager form of government and is governed by a City Council composed of a Mayor and six council members which constitute the governing body of the City.

C. Section 5-7-30 of the South Carolina Code provides, in part, that municipalities may enact ordinances, not inconsistent with the Constitution and general law of the State, respecting any subject which appears necessary and proper for the security, general welfare, and convenience of the municipality and for the preservation of the general health, peace, order and good government in the municipality, and further, under the case of Williams v. Town of Hilton Head, 429 S.E.2d 802 (1993), a municipality may enact regulations (ordinances) without the requirement for further specific statutory authorization so long as such regulations are not inconsistent with the Constitution and general law of the State.

D. The South Carolina Jobs-Economic Development Authority (“**Authority**”) has developed and implemented the RecoverSC Local Government Liquidity Program (“**Program**”) to provide a vehicle for South Carolina local governments to bridge potential financial gaps resulting from lost revenues or delayed collections and other financial impacts arising from the COVID-19 pandemic.

E. In November 2020, the City received an advance of funds under the Program in an amount not exceeding \$10,000,000 (“**Advance**”) in order to secure funds to continue to provide services to the citizens of the City and foster and promote their security and general welfare, and to preserve health, peace, order and good government, and entered into an Intergovernmental Agreement (“**Agreement**”) with the Authority, setting forth the terms and conditions of the City’s receipt of the Advance and providing for, among other things, semi-annual repayments (collectively, the “**Payments**,” and each, a “**Payment**”), subject to the City’s right to annually not appropriate funds therefor.

F. Under the terms of the Agreement, two Payments are scheduled to be made during the fiscal year ending June 30, 2022 (the “**FY 2022 Payments**”), and the City desires to authorize an appropriation of funds and, as an alternative, the issuance a tax anticipation note of the City (“**TAN**”) to provide funds for the FY 2022 Payments.

Section 2. FY 2022 Payments; Appropriation of Funds and Approval of Issuance of TAN. The City acknowledges that its obligation to pay the Payments under the Agreement is a current expense of the City and is dependent upon lawful appropriations of funds being made by the Council to pay the Payments in each fiscal year under the Agreement; provided, that the Agreement shall not in any way be construed to be a debt of the City in contravention of any applicable constitution or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained in this Ordinance or the Agreement constitute a pledge of the full faith, credit or taxing power of the City or a pledge of general tax revenues, funds moneys or credit of the City. Further, the City may make the Payments from any legally available source of revenues, subject to City's right to not appropriate funds to make Payments in any fiscal year.

For the FY 2022 Payments, which will be due and payable in the fiscal year ending June 30, 2022 in the amounts of \$241,000 (September 30, 2021) and \$237,500 (March 16, 2022), respectively, the Council hereby appropriates funds sufficient therefor, and as an alternate source of funds for the FY 2022 Payments, authorizes the issuance of the TAN pursuant to Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, and Title 11, Chapter 27 of the Code of Laws of the State of South Carolina, 1976, as amended, in an amount not exceeding the respective amounts of the FY 2022 Payments plus the amounts necessary to pay for the costs incurred in the issuance of the TAN.

If the Authorized Representative determines that the issuance of a TAN is in the best interest of the City to make the FY 2022 Payments, then the TAN shall be issued as a single fully-registered note at that time as may be determined by the Authorized Representative. Council delegates to the Authorized Representative the power to make all determinations with respect to the details of the TAN, including the form, maturity date, manner and time of sale and award, and redemption provisions, and authorizes the Mayor and the City Manager, or either of them acting alone, to execute the TAN in the name of and on behalf of the City and deliver it to the purchaser thereof.

For the payment of the principal of and interest on the TAN when and if issued, the City hereby pledges (i) the full faith, credit and taxing power of the City; and (ii) the ad valorem taxes in anticipation of which the TAN is issued.

The Authorized Representative may consult with the City's bond counsel and financial advisor in making any determinations with respect to the TAN.

Section 3. Further Acts. The Authorized Representative is further authorized to take such actions and make such other determinations as may be necessary or appropriate (a) to facilitate the City's participation in the Program and repayment of all or a portion of the Advance and (b) to carry out the transactions contemplated by this Ordinance and the Agreement, and is directed and empowered to consult with such counsel as the Authorized Representative determines, in his or her sole discretion, may be necessary or advisable regarding the Program and repayment of all or a portion of the Advance.

Section 4. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency. All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings, to the extent of such conflict, are hereby repealed.

Section 6. Effective Date. This Ordinance shall be effective upon its enactment by the City Council for the City of Columbia, South Carolina.

Enacted by the City Council of the City of Columbia, South Carolina, this ____ day of ____, 2021.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

Mayor

(SEAL)

ATTEST:

Clerk

First Reading: _____, 2021

Second Reading: _____, 2021

APPROVED AS TO FORM

T. A. Knox

Legal Department City of Columbia, SC
5/18/2021

Attachment: 2021-048 RecoverSC Appropriation (2021) (6719 : Ordinance No.: 2021-048 RecoverSC Appropriation (2021))



CITY COUNCIL

Public Hearing Held January 19, 2021 at 2:00pm

Second Reading June 15, 2021

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ADOPTION OF NEW CITY OF COLUMBIA ZONING MAP

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

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

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

ZPH, 1st Reading: April 20, 2021

2nd Reading: Pending June 15, 2021

SUMMARY

The matter before City Council is consideration of a new zoning map for the City. This is the final step in the adoption of the Unified Development Ordinance (UDO). The UDO (Chapter 17 of the Columbia Code of ordinances) was adopted by City Council on August 20, 2019 and amended in June of 2020 and replaces the zoning and land development ordinance. The new UDO contains new and revised zoning districts and, to implement the regulations, a new map establishing these districts to parcels in the City needs to be adopted. The maps have been published online since March 2020 and a virtual public meeting was held in September 2020. Staff offered one-on-one meetings to the public to discuss the draft map and additional opportunities will be made available for the public to meet with staff to discuss specific properties and have questions answered. The amended effective date of the map and the Ordinance is August 30, 2021, which was changed by Council to permit additional time for review and comment. Since publication, through input and review, staff has noted needed changes to the map. These, and others requested by Council, will be processed for review by Planning Commission and Council prior to the effective date established by Council. A proposed schedule is included at the end of the summary.

A PDF copy of the proposed map to include overlay districts is included with this packet. Links to the digital copy of the map with parcel information as well as the text of the Uniform Development Ordinance can be found at www.wepplanttogether.org/columbiareview. If a member of the public would like to make an appointment to review a printed copy of the map, they may contact the Zoning Office at 803-545-3333.

UNIFORM DEVELOPMENT ORDINANCE BACKGROUND/ TIMELINE

To assist in understanding the new zoning map, which implements the new UDO, a summary of the need and content of the UDO is warranted. Most directly applicable to the map is Article 3: Zoning Districts. Columbia's

zoning code was last updated in the 1970s and, while there are provisions that have aged well, much of it no longer reflects best practices of modern planning and zoning. It proves to be a blunt tool when implementing land use and design recommendations that arise from planning initiatives with one consequence being the overuse of Planned Unit Developments (PUD) and excessive variance and special exception requests. Furthermore, due to successive patches and amendments, it is a document that is largely unintelligible to those not accustomed to working with it on a regular basis.

To properly set the policy guidance needed to write development regulations, the City developed and adopted a new Land Use Plan, called Plan Columbia, in 2015. This plan was developed with more specificity than usual with the knowledge that a new code would follow adoption. Work on the new code began in late 2015 with the assistance of Clarion and Associates, the City's Code Consultants. The work program was as follows:

- Project Initiation
- Code Assessment
- Draft Development Code Module 1, 2, And 3
- Public Hearing Draft Development Code

PROJECT TIMELINE

Public meetings, City Council presentations, and stakeholder meetings were held to inform and receive input and feedback on the code. These meetings included:

May 11-13, 2015:	Public Forum and Stakeholder Interviews
February 16-17, 2016:	Public Meetings RE: Code Assessment presentation and discussion
May 23-24, 2016:	Public Meetings RE: Module 1
January 17-18, 2018:	Public Meetings RE: Modules 2 and 3
March 27, 2018:	Public Meetings RE: Modules 2 and 3
January 2019:	Planning Commission Recommendation
March 19, 2019:	City Council Public Hearing
July 16, 2019:	City Council Work Session
August 20, 2019:	City Council 2 nd Reading Approval of UDO

Upon approval of the UDO, staff began the work of drafting a new zoning map to correspond to the new UDO. Meetings associated with this initiative were delayed due to the pandemic, but included:

March 3, 2020:	Draft Zoning Map released for review and comment
September 29, 2020:	Virtual Public Meeting re: Zoning Map
September 30 -October 8, 2020:	One-on-One Meetings

All documents associated with the project, along with meeting updates are posted at the project website: www.weplanttogether.org/columbiareview

SUMMARY OF UNIFIED DEVELOPMENT ORDINANCE

The Unified Development Ordinance incorporates zoning and land development (subdivision) regulations into a single document. It is organized into nine articles and what follows is a brief summary of each article.

ARTICLE 1 – GENERAL PROVISIONS

This article contains general provisions that are relevant to the entire Ordinance and includes the legal authorization for the adoption of the code. Specifically, this article includes sections that:

- Establish the title, or official name, of the document;
- Identify the statutory authority of the City to adopt the UDO;
- Provide the general purpose and intent of the City Council in adopting the UDO;
- Set out what activity is subject to the Ordinance;
- Identify the City-adopted comprehensive plan and other plans that serve as policy guides to administration of the Ordinance;
- Clarify that the stricter provision applies if Ordinance provisions conflict with other regulations;
- Formally adopt and incorporate by reference the Official Zoning Map, provide rules for interpreting zoning district boundaries, and establish procedures for designating the zoning district classification of land when it is annexed;
- Establish the date upon which the UDO becomes effective and repeal the current code sections that are being replaced by the UDO;
- Establish rules governing the rights of development approved under the previous regulations and pending development applications submitted before the effective date of the UDO;
- Provide for the establishment of a vested right; and
- Provide a severability provision.

ARTICLE 2 – ADMINISTRATION

This article creates a simple but impactful change, which is to consolidate and streamline all procedures for development review in one article. As discussed in the Ordinance Assessment, this article is intended to improve the efficiency and transparency of the City's development review processes by consolidating and standardizing generally applicable procedures and requirements, streamlining existing review procedures, and adding more flexible procedures. The article is organized into five sections.

Section 17-2.1, Purpose and Organization of this Article, provides an overview of the organization of the article.

Section 17-2.2, Summary Table of Development Review Responsibilities, consists of a summary table of development review procedures that provides an overview of the development approvals and permits required under the Ordinance, and the staff and advising and decision-making bodies responsible for review and decision-making on each application.

Section 17-2.3, Advisory and Decision-making Bodies and Persons, identifies and clarifies the roles of the different bodies and staff responsible for review, advice, and decision-making on development applications. The section identifies what responsibilities staff and each of the advising and decision-making bodies has in the development review process.

Section 17-2.4, Standard Review Procedures, establishes a standard set of review procedures that are generally applicable to the review of development applications. It provides the framework under which the City's basic development review procedures for applications are made uniform to the greatest degree possible.

Section 17-2.5, Application-Specific Review Procedures and Decision Standards, supplements the standard review procedures. For each type of development application, it identifies the purpose of the development application and/or review process; in what situations application approval is necessary; the standard review procedures that are required, together with any applicable modifications of or additions to the standard procedures; and the standards for making a decision on the application.

ARTICLE 3 – ZONING DISTRICTS

This article establishes the basic standards for the various base, planned unit development, and overlay zoning districts. The base districts include residential, activity and corridor, institutional and campus, and industrial districts, consistent with the structure of development types established in *Plan Columbia*. In addition, the line-up carries forward several current zoning districts, and also modifies and adds new districts to better align the

structure to policy direction in *Plan Columbia* and to make the current regulations more user-friendly and efficient.

Residential district regulations stay largely the same as they are in current code. A notable change in the non-residential districts is that many more are mixed-use and the use and dimensional standards are based on the context of the development, instead of a one-size-fits-all approach. The contexts are Neighborhood, Community, and Regional. They are further refined by whether they apply to an Activity Center or a Corridor. Historic and design district overlays remain with name changes.

The format of the district regulations is greatly enhanced with the use of 2D and 3D graphics, photos to show example development types, and tables to more concisely summarize standards.

ARTICLE 4 – USE REGULATIONS

This article consolidates regulations for principal, accessory, and temporary uses. It includes use tables that identify what uses are allowed in what zoning districts. It also includes standards that apply generally and standards that apply to specific principal, accessory, and temporary uses.

Section 17-4.1, Organization of this Article, provides an overview of the organization of the article.

Section 17-4.2, Principal Uses, consolidates, reorganizes, and refines the table of permitted uses in the current zoning ordinance. Where possible, uses have been collapsed into a single use type, some new uses have been added, and the SIC-based organization has been replaced by a three-tiered organization. The revised use table lists principal uses and indicate whether they are permitted by right, subject to specific standards (conditional), or require a special exception permit. This section also consolidates and organizes standards that apply to specific principal uses.

Section 17-4.3, Accessory Uses and Structures, consolidates accessory use regulations. It includes a use table for accessory uses organized in a similar manner as the principal use tables, general standards for all accessory uses and structures, and standards that apply to specific accessory uses and structures.

Section 17-4.4, Temporary Uses and Structures, consolidates regulations for temporary uses. It identifies temporary uses that do not require a temporary use permit. It also includes general standards for all temporary uses and structures, and standards that apply to specific temporary uses and structures.

ARTICLE 5 – DEVELOPMENT STANDARDS

This article consolidates all the development standards related to the physical layout of new development, other than the land development (subdivision) standards, which are in Article 6: Land Development (Subdivision) Standards. Standards are organized into 12 sections within Article 5.

Section 17-5.1, Access, Mobility, and Circulation, establishes new multimodal access and circulation standards for new development.

Section 17-5.2, Off-Street Parking, Bicycle Parking, and Loading, builds on the current off-street parking standards. It includes an updated table of minimum parking standards for all uses, revised dimensional standards for parking spaces and aisles, general location and design standards, expanded off-street parking alternatives, new parking reduction incentives and methodology, expanded standards for vehicle stacking spaces, new bicycle parking standards, and expanded standards for loading areas. Notable is the general reduction of parking requirements in more urban contexts and the elimination of requirements in additional districts in the urban core.

Section 17-5.3, Landscaping, expands and refines the landscaping standards in the current zoning ordinance. It includes new site landscaping standards that apply to certain residential and nonresidential development.

Section 17-5.4, Tree Protection, builds on standards for tree protection in the current zoning ordinance. It introduces new standards for the protection of trees eight inches in diameter or larger and for preservation of a percentage of the existing canopy cover on a development site.

Section 17-5.5, Open Space, establishes a minimum amount of open space set-asides required for new development, identifies what is and is not counted toward open space, and sets forth standards for design, ownership, and maintenance of open space set-asides.

Section 17-5.6, Neighborhood Compatibility, establishes neighborhood compatibility standards for new development that is adjacent to single-family detached or two-family dwellings in specific zoning districts.

Section 17-5.7, Form and Design Standards, includes two new sets of standards for form and design: one for multifamily residential development, and one for nonresidential and mixed-use development.

Section 17-5.8, Fences and Walls, consolidates and expands on the regulations governing fencing in the current zoning ordinance.

Sections 17-5.9, Exterior Lighting, establishes new standards for exterior lighting.

Section 17-5.10, Signs, reorganizes and updates the sign standards in the current zoning ordinance.

Section 17-5.11, Green Building Standards, establishes new standards for sustainable development practices.

Section 17-5.12, Incentives for Green Building Practices, establishes incentives for development that incorporates additional sustainable building features beyond what the standards require.

ARTICLE 6 – LAND DEVELOPMENT (SUBDIVISION) STANDARDS

This article establishes standards for new subdivisions.

Section 17-6.1, General Applicability, references the procedures for Subdivision approval and for variances from subdivision standards in Article 2: Administration.

Section 17-6.2, Minimum Design Standards, carries forward standards in the current subdivision regulations for streets, blocks, lots, and easements, and utilities. It also includes new standards for access, mobility, and circulation that are designed to improve the network of streets and pedestrian and bicycle facilities in new subdivisions, and references new open space set-aside standards in Article 5: Development Standards.

Section 17-6.3, Improvements and Sureties, identifies improvements that are required to be completed before a final plat can be approved. It also modernizes and expands provisions in the current subdivision regulations that allow approval of a final plat before all required improvements are completed if surety is provided.

Section 17-6.4, Cluster Housing Development, exempts subdivisions designed for single-family detached dwellings in certain zoning districts from standards for minimum lot area, minimum lot width, minimum lot depth, and maximum lot coverage if adequate screening and open space set-asides are provided.

ARTICLE 7 – NONCONFORMITIES

This article consolidates all provisions related to handling nonconforming uses and structures. There are new provisions for dealing with nonconforming site features, including off-street parking, landscaping, and signs. It builds on the partial compliance provisions in Sec. 17-411 of current zoning ordinance that pertain to expansions and renovations of existing buildings. It requires that specified nonconforming site features be brought into conformance with the standards on a sliding scale when a building or structure on the site is substantially altered (remodeled), or when the floor area of a building is enlarged by threshold percentages.

ARTICLE 8 – ENFORCEMENT

This article consolidates all enforcement procedures.

ARTICLE 9 – DEFINITIONS AND RULES OF MEASUREMENT

This article contains the standards rendering interpretations, rules of measurement, and definitions used in the UDO. This section greatly enhances the ease of using the code by consolidating each of these tools for administering and interpreting the code in one location. Terms are more clearly defined and consistent with usage elsewhere in the regulations and written in plain English.

Section 17-9.1, General Rules for Construction and Interpretation, addresses the meanings and intent of words and commonly used phrases, clarifies that the text is the controlling factor when a diagram, table, or chart differs from the text, discusses how time is to be calculated, and includes provisions authorizing the delegation of authority from specific City officials to professional-level designees.

Section 17-9.2, Rules of Measurement, establishes the rules for measuring bulk and dimensional requirements like height, width, setbacks, lot area, how encroachments into required yards will be determined and regulated, and the other measurements that are required to interpret standards

Section 17-9.3, Use Categories and Use Types, describes each use category identified in the Principal Use Table(s), outlining the principal characteristics of uses in the category and noting examples of included uses and examples of uses and structures deemed accessory to the included uses. It also defines each use type identified in the Principal Use Tables.

Section 17-9.4, Definitions, includes the definitions used in the new UDO.

NEXT STEPS/PROPOSED SCHEDULE

City Council will hold the public hearing to consider and receive input on the new maps. No action will be taken. To facilitate the ability of the public to review and have questions answered about specific properties, additional one-on-one appointments are available via phone or video conference. An appointment can be scheduled through a link located at www.columbiasc.gov/zoning or by calling 803-545-3333

Council will provide for additional time for input, after which, adoption of the maps will require two affirmative readings. To accommodate this time, we propose to reschedule the effective date of the code and ordinance. The delay in the effective date from adoption is needed to allow time to reconfigure software, revise applications, and associated procedures.

Staff, through public input and review, have discovered needed changes in the draft map and it is anticipated that additional parcels will be identified through the public hearing and one-on-ones. The proposed schedule for incorporating these changes and the remaining process follows.

January 19, 2021	Public Hearing
January 20-25, 2021	One-on-One Appointments
January 20 - February 26, 2021	Period for additional input/Stakeholder-Neighborhood Meetings
March 16, 2021	City Council amend effective date to August 30, 2021/Review input and proposed changes
April 20, 2021	City Council 1 st Reading of new zoning map
May 3, 2021	Planning Commission consideration of revisions to zoning map
June 15, 2021	City Council 2 nd Reading of new zoning map (effective August 30, 2021)
July 20, 2021	City Council Public Hearing and 1 st Reading on revisions to zoning map
August 3, 2021	City Council 2nd Reading on revisions to zoning map (effective August 30, 2021)
August 30, 2021	UDO and Map Effective

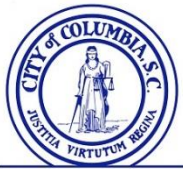
STAFF RECOMMENDATION

Staff recommends approval of the request.

City of Columbia

Proposed New Zoning Maps

November 2020

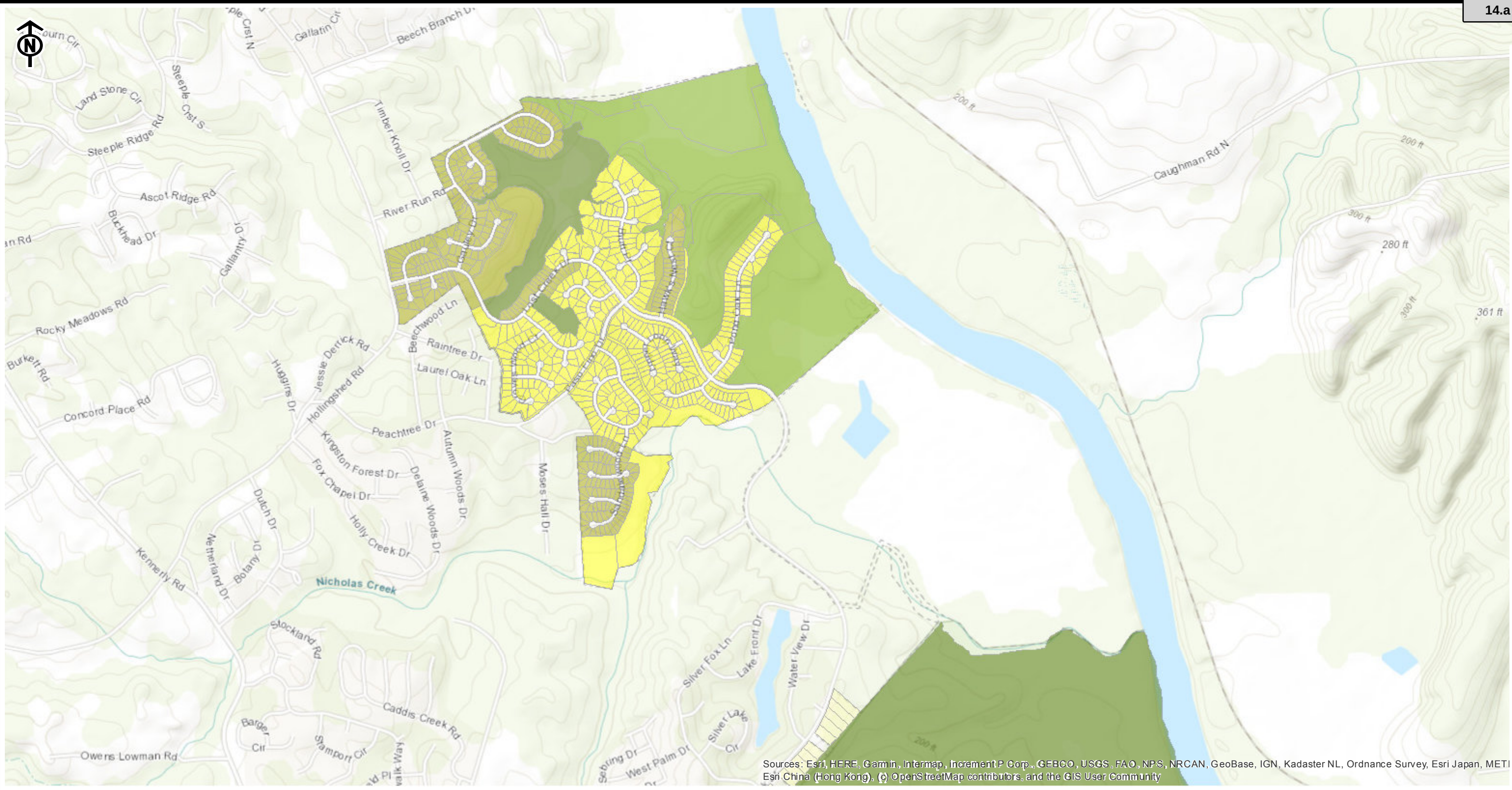


We Are Columbia



Packet Pg. 76

VISION STATEMENT



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



Proposed Zoning Map

City of Columbia

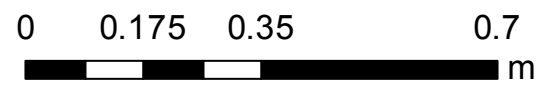


November 2020

Zoning District

- LL-R: Large Lot - Reserve District
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District

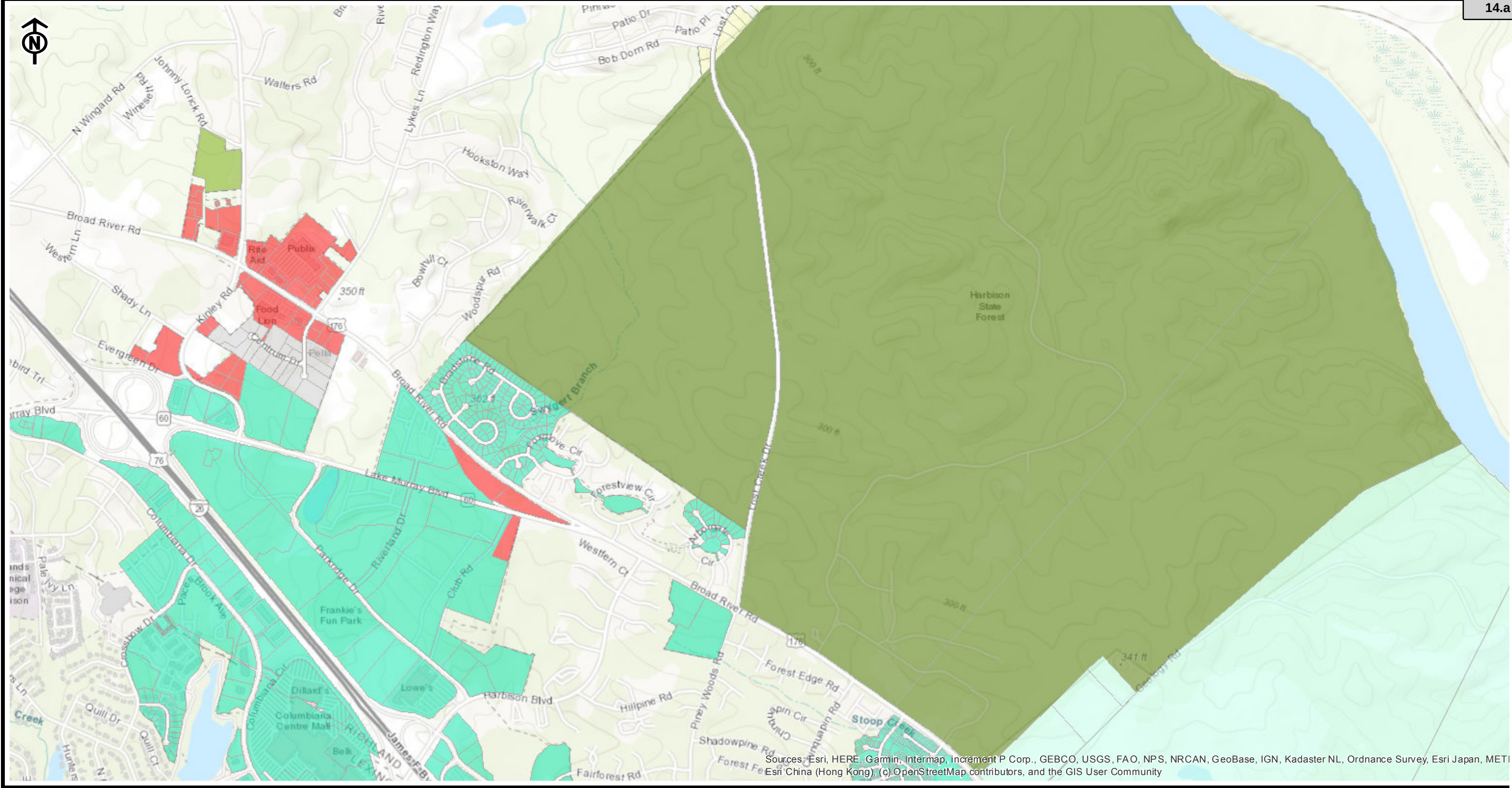
T/C: Transitional/Conservation District



1 in = 1,505 ft

1:18,056

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Proposed Zoning Map

City of Columbia

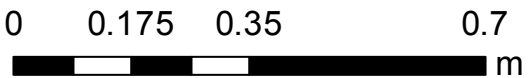


November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- INS-GEN: Institutional - General District
- LI: Light Industrial District
- LL-R: Large Lot - Reserve District

- PD: Planned Development
- RSF-1: Residential Single Family - Large Lot District
- T/C: Transitional/Conservation District



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Proposed Zoning Map

City of Columbia

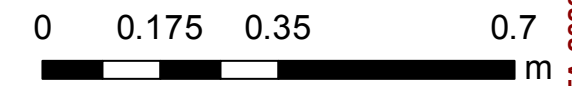


November 2020

Zoning District

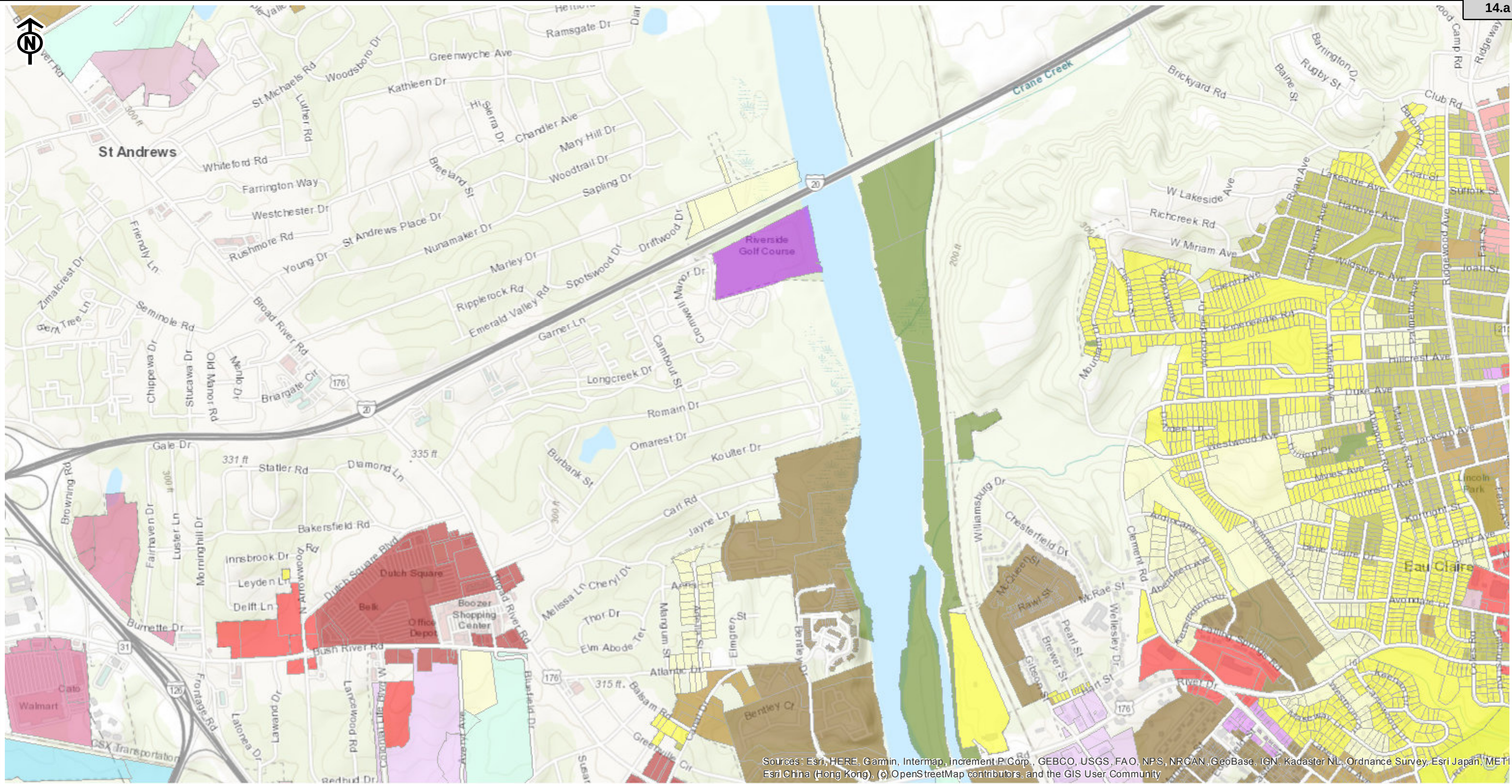
- CAC: Community Activity Center/Corridor
- INS-GEN: Institutional - General District
- LI: Light Industrial District
- O-I: Office and Institutional District

- PD: Planned Development
- RAC: Regional Activity Center/Corridor
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- T/C: Transitional/Conservation District



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Proposed Zoning Map

City of Columbia



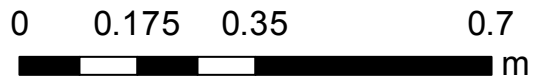
November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- EC: Employment Campus District
- GC: General Commercial District
- INS-GEN: Institutional - General District
- INS-T/U: Institutional - Transportation/Utilities District

- MU-1: Mixed-Use
- MU-2: Mixed-Use
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- RAC: Regional Activity Center/Corridor
- RD: Residential Two-Family District

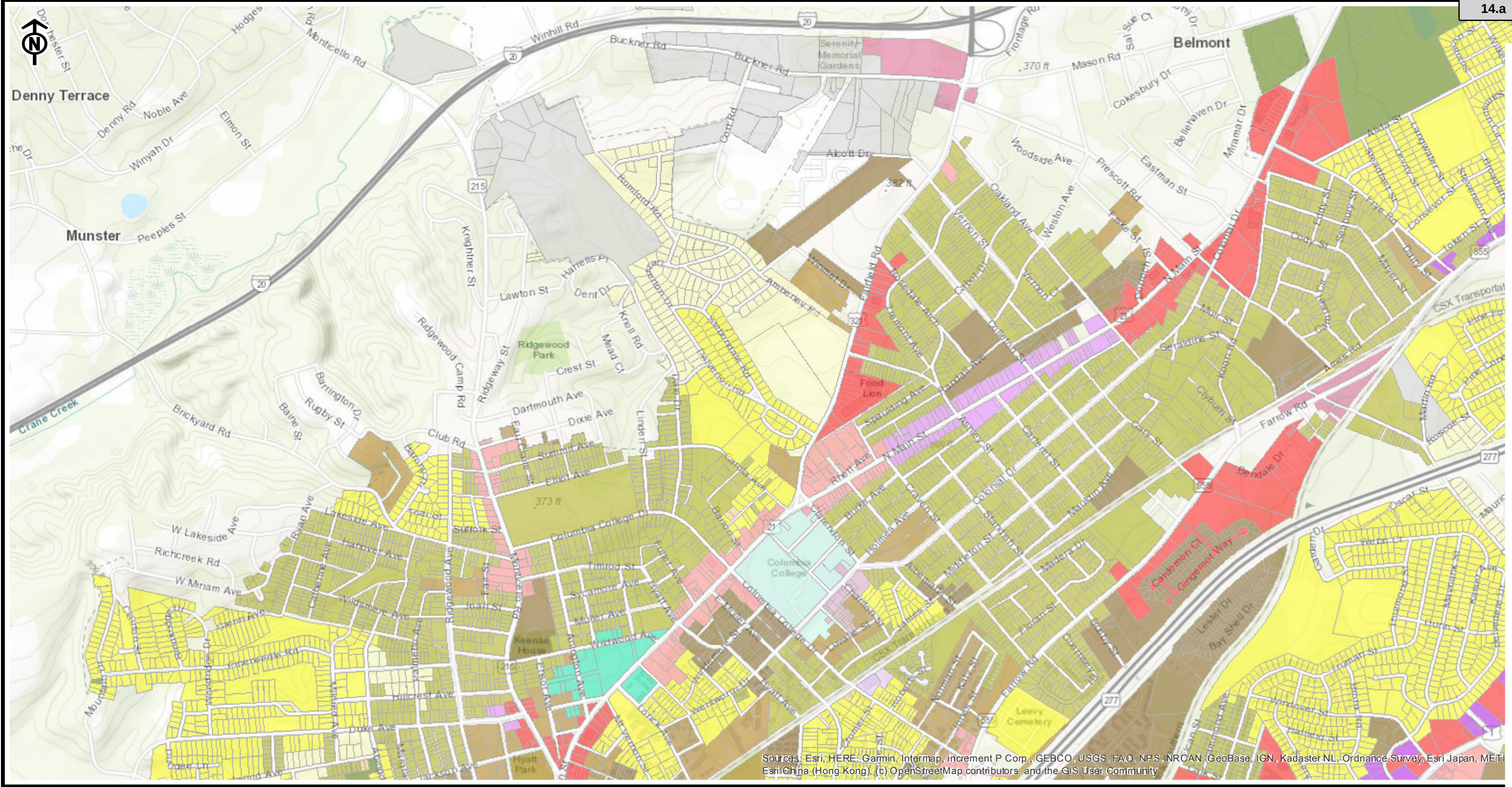
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District



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Proposed Zoning Map

City of Columbia



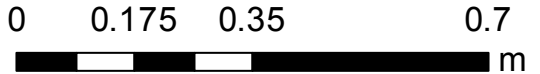
November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- EC: Employment Campus District
- GC: General Commercial District
- INS-GEN: Institutional - General District
- LI: Light Industrial District

- MU-1: Mixed-Use
- MU-2: Mixed-Use
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- PD: Planned Development
- RD: Residential Two-Family District

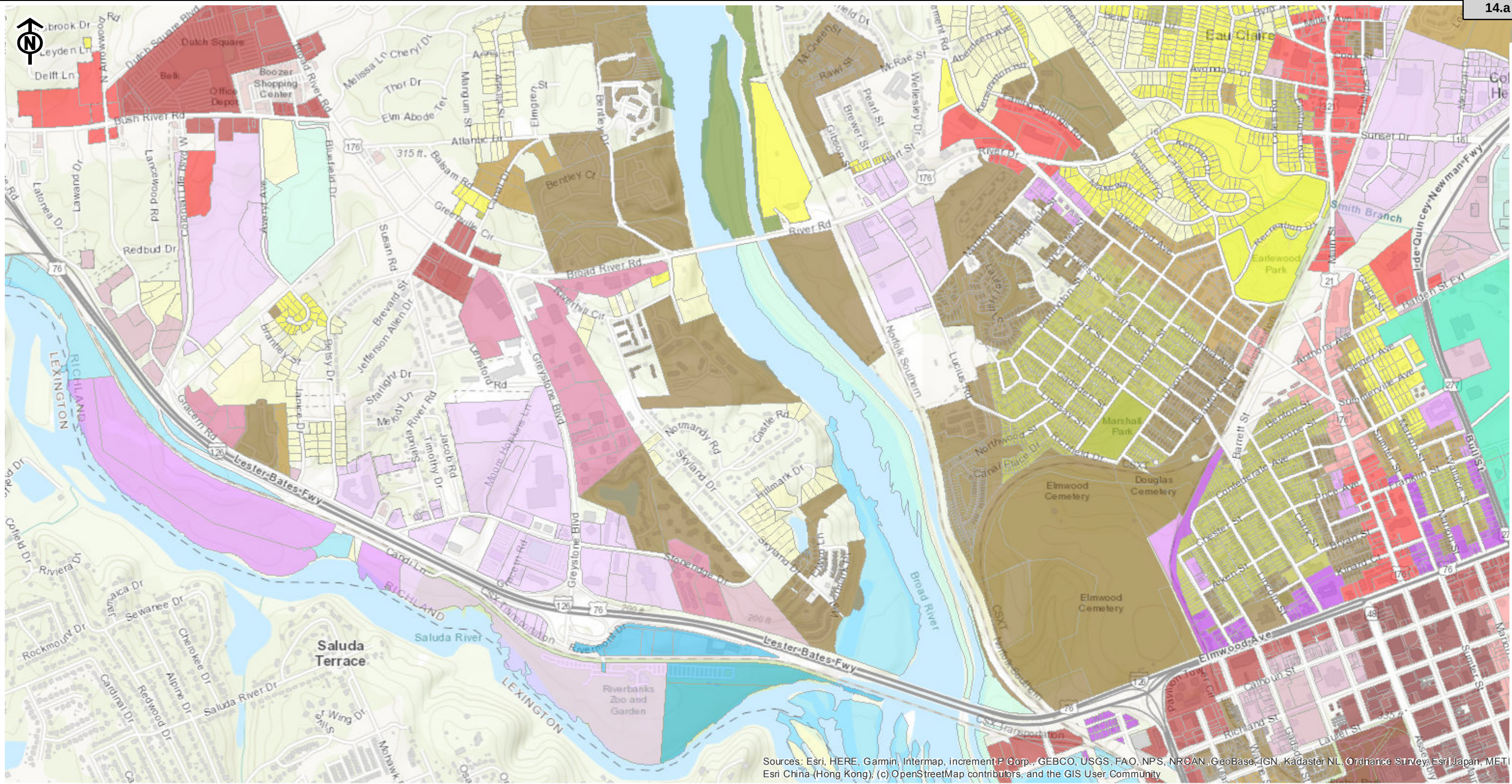
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District



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Proposed Zoning Map

City of Columbia

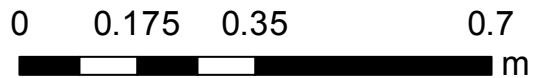


November 2020

- Zoning District**
- CAC: Community Activity Center/Corridor
 - DAC: Downtown Activity Center/Corridor
 - EC: Employment Campus District
 - GC: General Commercial District
 - INS-GEN: Institutional - General District
 - INS-T/U: Institutional - Transportation/Utilities District
 - INS-ZOO: Institutional - Riverbanks Zoo and Gardens District

- LI: Light Industrial District
- MU-1: Mixed-Use
- MU-2: Mixed-Use
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- PD: Planned Development
- RAC: Regional Activity Center/Corridor
- RD: Residential Two-Family District

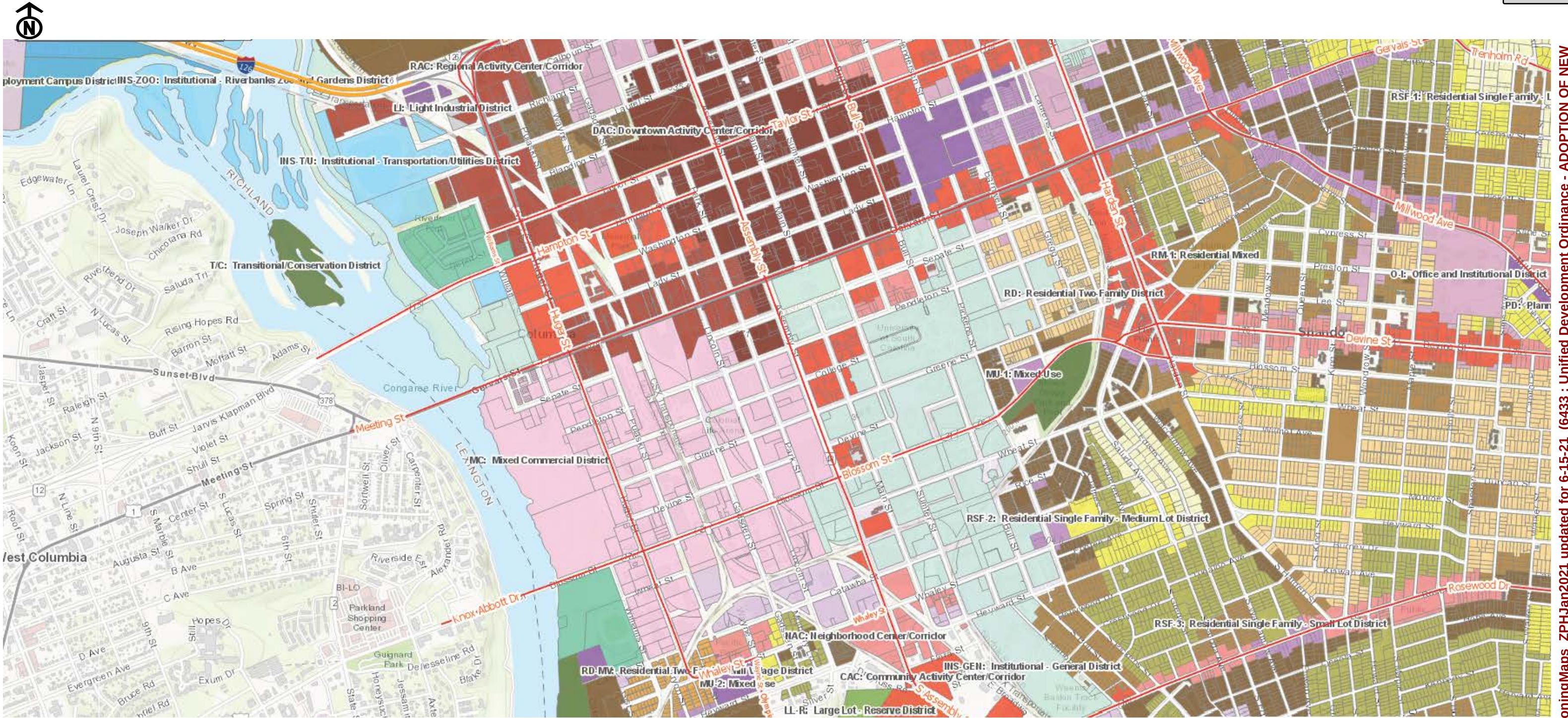
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District



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Proposed Zoning Map
City of Columbia



November 2020

Zoning District			LI: Light Industrial District		RD: Residential Two-Family District
	CAC: Community Activity Center/Corridor		MC: Mixed Commercial District		RD-MV: Residential Two-Family - Mill Village District
	DAC: Downtown Activity Center/Corridor		MU-1: Mixed-Use		RM-1: Residential Mixed
	EC: Employment Campus District		MU-2: Mixed-Use		RM-2: Residential Mixed
	GC: General Commercial District		NAC: Neighborhood Center/Corridor		RSF-1: Residential Single Family - Large Lot District
	INS-GEN: Institutional - General District		O-I: Office and Institutional District		RSF-2: Residential Single Family - Medium Lot District
	INS-T/U: Institutional - Transportation/Utilities District		PD: Planned Development		RSF-3: Residential Single Family - Small Lot District
	INS-ZOO: Institutional - Riverbanks Zoo and Gardens District		RAC: Regional Activity Center/Corridor		T/C: Transitional/Conservation District

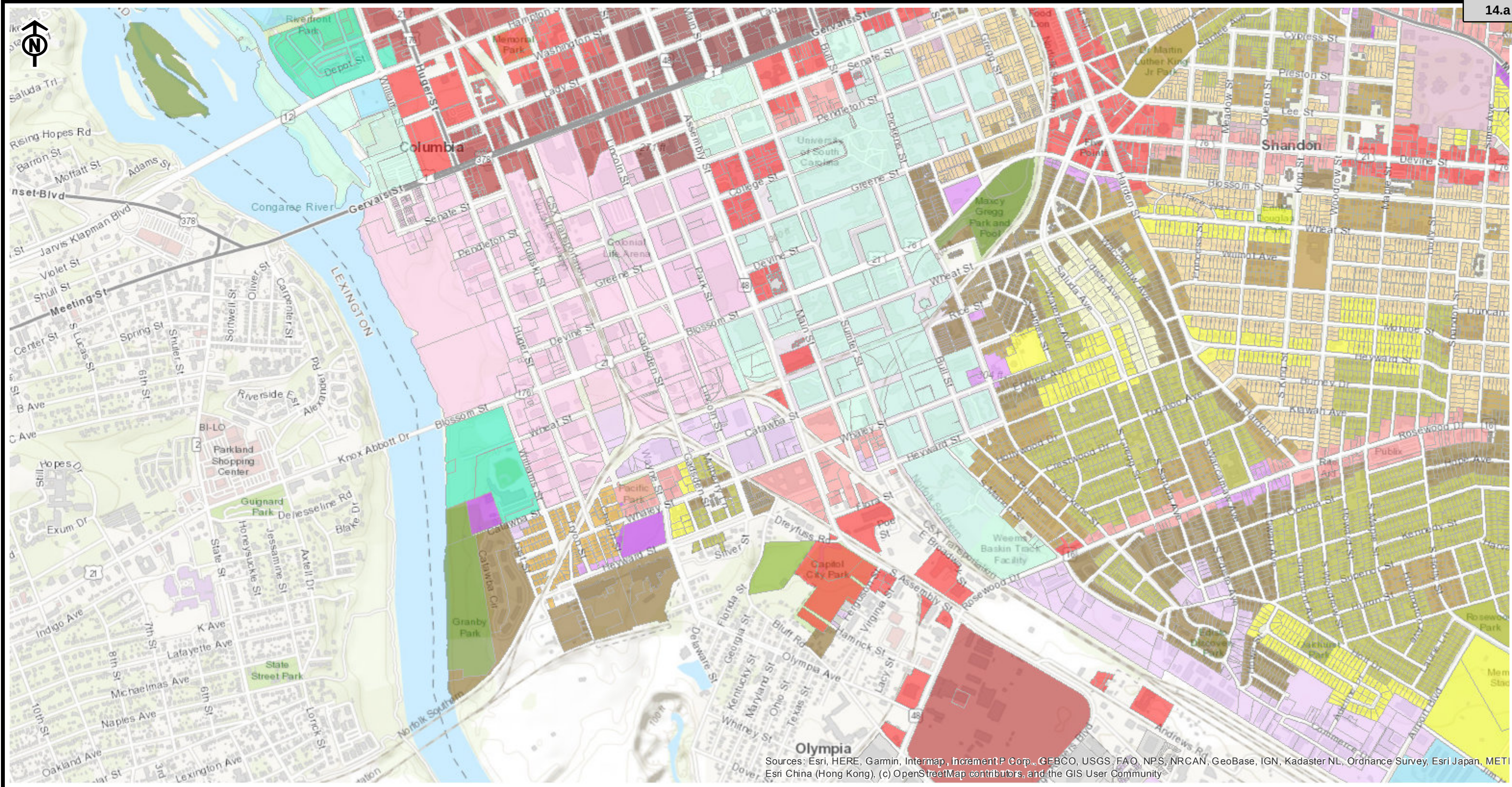
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Proposed Zoning Map

City of Columbia



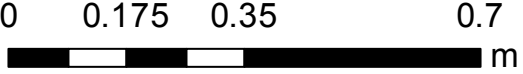
November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- DAC: Downtown Activity Center/Corridor
- EC: Employment Campus District
- INS-GEN: Institutional - General District
- INS-T/U: Institutional - Transportation/Utilities District
- LI: Light Industrial District
- LL-R: Large Lot - Reserve District

- MC: Mixed Commercial District
- MU-1: Mixed-Use
- MU-2: Mixed-Use
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- PD: Planned Development
- RAC: Regional Activity Center/Corridor
- RD: Residential Two-Family District

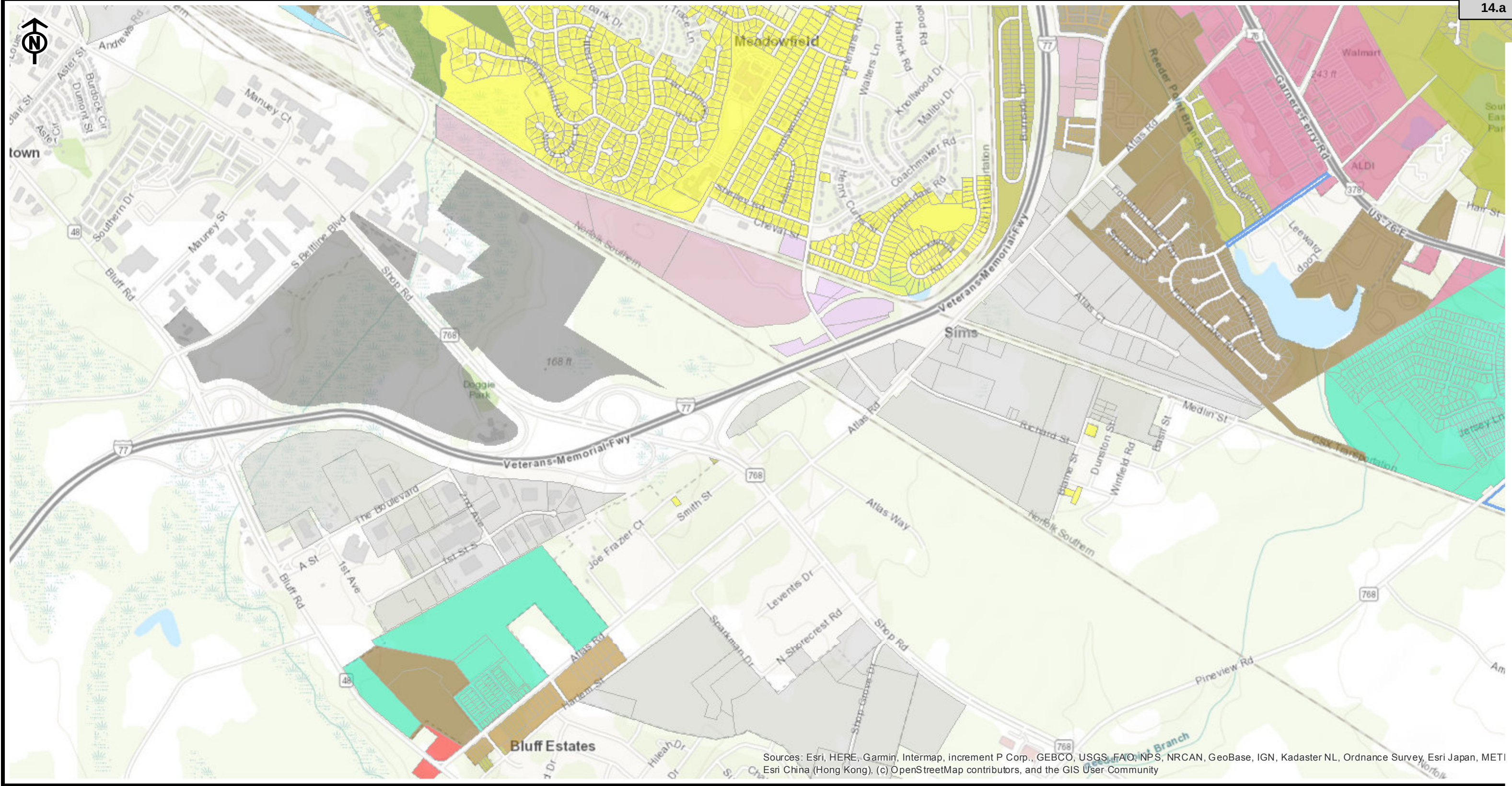
- RD-MV: Residential Two-Family - Mill Village District
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District



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Proposed Zoning Map

City of Columbia



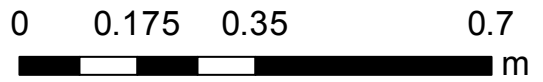
November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- EC: Employment Campus District
- GC: General Commercial District
- HI: Heavy Industrial District
- INS-T/U: Institutional - Transportation/Utilities District

- LI: Light Industrial District
- O-I: Office and Institutional District
- PD: Planned Development
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District

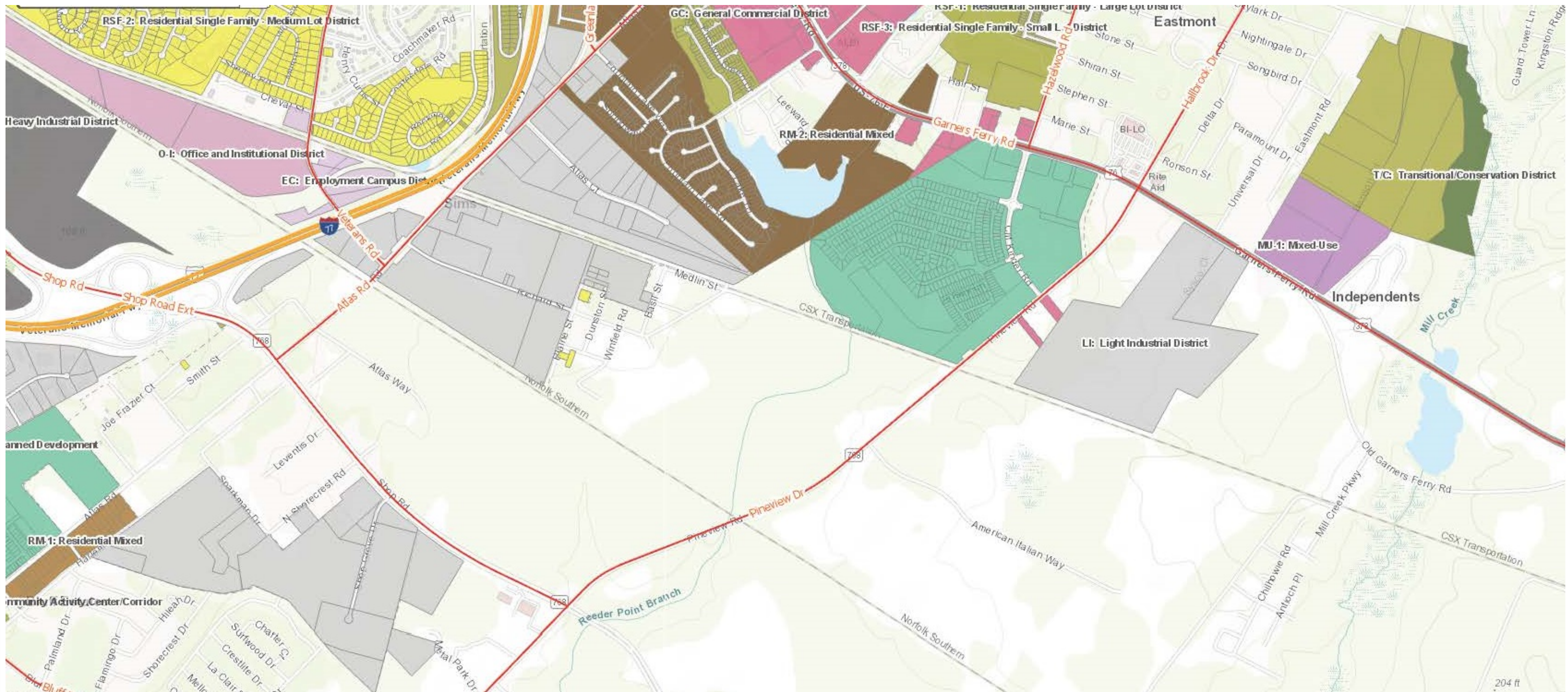
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District
- Unassigned



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Proposed Zoning Map

City of Columbia



November 2020

Zoning District

- GC: General Commercial District
- INS-GEN: Institutional - General District
- LI: Light Industrial District
- MU-1: Mixed-Use
- O-I: Office and Institutional District
- RM-1: Residential Mixed
- RM-2: Residential Mixed

Street & Ownership

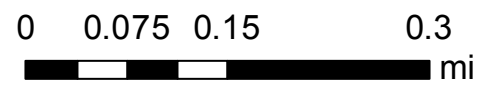
- Interstate
- Highway
- City Maintained

Zoning District

- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District

State Maintained

- Private
- Others
- Red: Band_1
- Green: Band_2
- Blue: Band_3

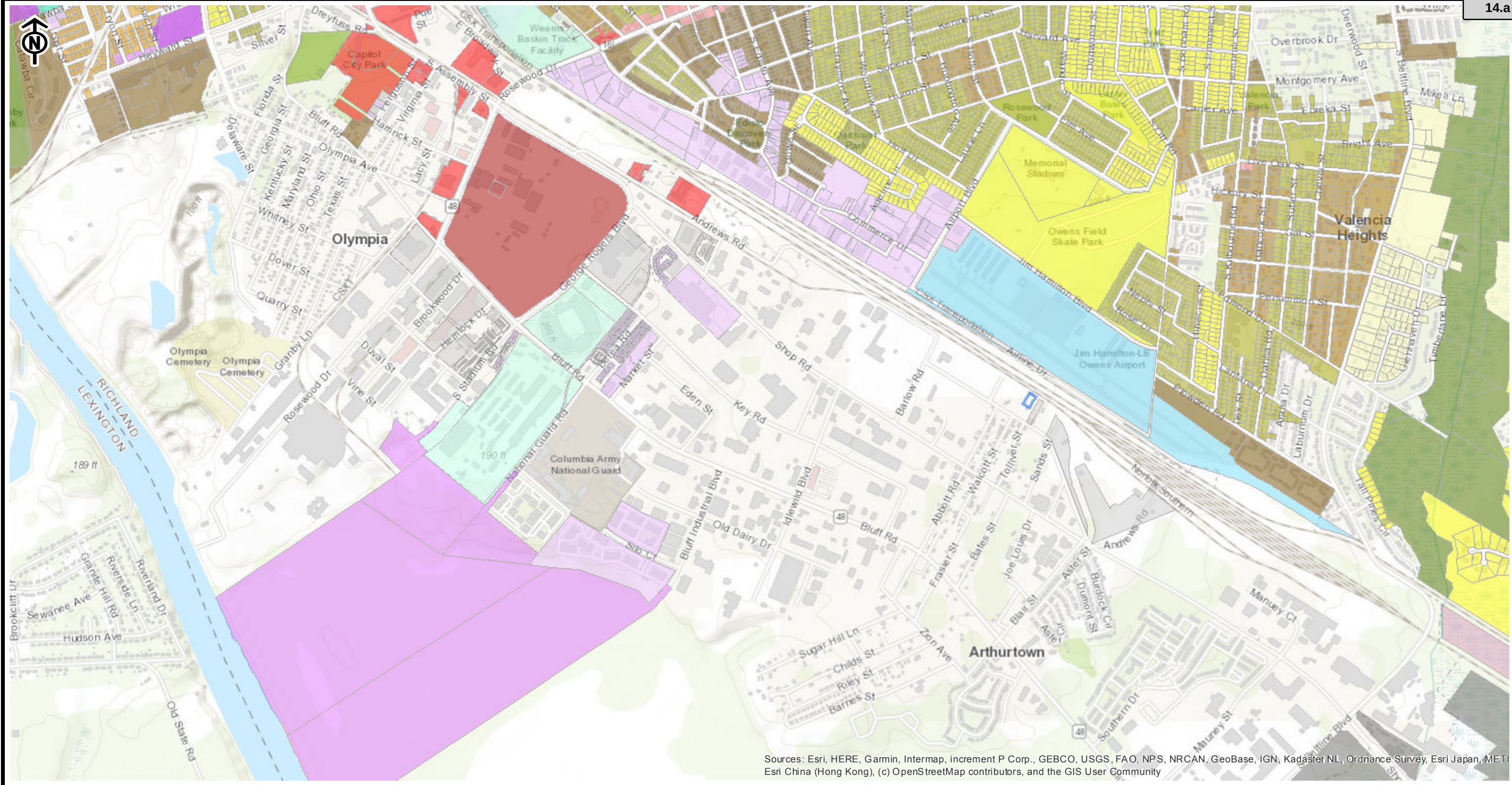


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Packet Pg. 86

Attachment: TA-2020-0003_UDO_ZoningMaps_ZPHJan2021 updated for 6-15-21 (6433 : Unified Development Ordinance - ADOPTION OF NEW



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



Proposed Zoning Map

City of Columbia



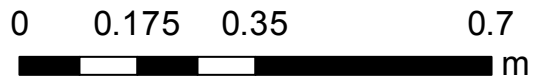
November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- EC: Employment Campus District
- HI: Heavy Industrial District
- INS-GEN: Institutional - General District
- INS-T/U: Institutional - Transportation/Utilities District
- LI: Light Industrial District
- LL-R: Large Lot - Reserve District

- MC: Mixed Commercial District
- MU-1: Mixed-Use
- MU-2: Mixed-Use
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- PD: Planned Development
- RAC: Regional Activity Center/Corridor
- RD-MV: Residential Two-Family - Mill Village District

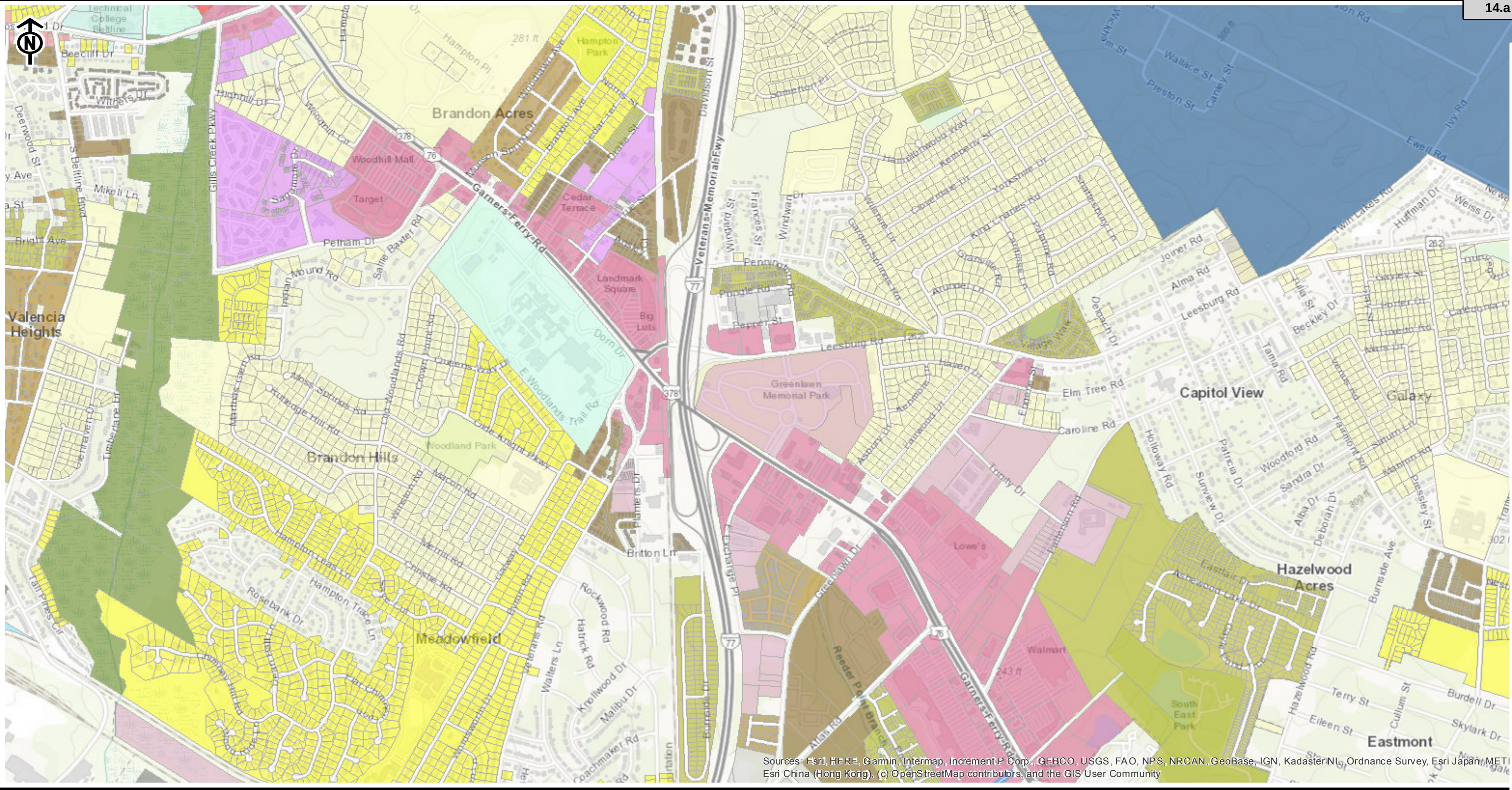
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District
- Unassigned



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1:18,056

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Proposed Zoning Map

City of Columbia



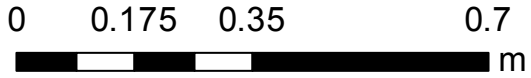
November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- GC: General Commercial District
- HI: Heavy Industrial District
- INS-FJ: Institutional - Fort Jackson District
- INS-GEN: Institutional - General District
- INS-T/U: Institutional - Transportation/Utilities District

- LI: Light Industrial District
- MU-1: Mixed-Use
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- PD: Planned Development
- RM-1: Residential Mixed
- RM-2: Residential Mixed

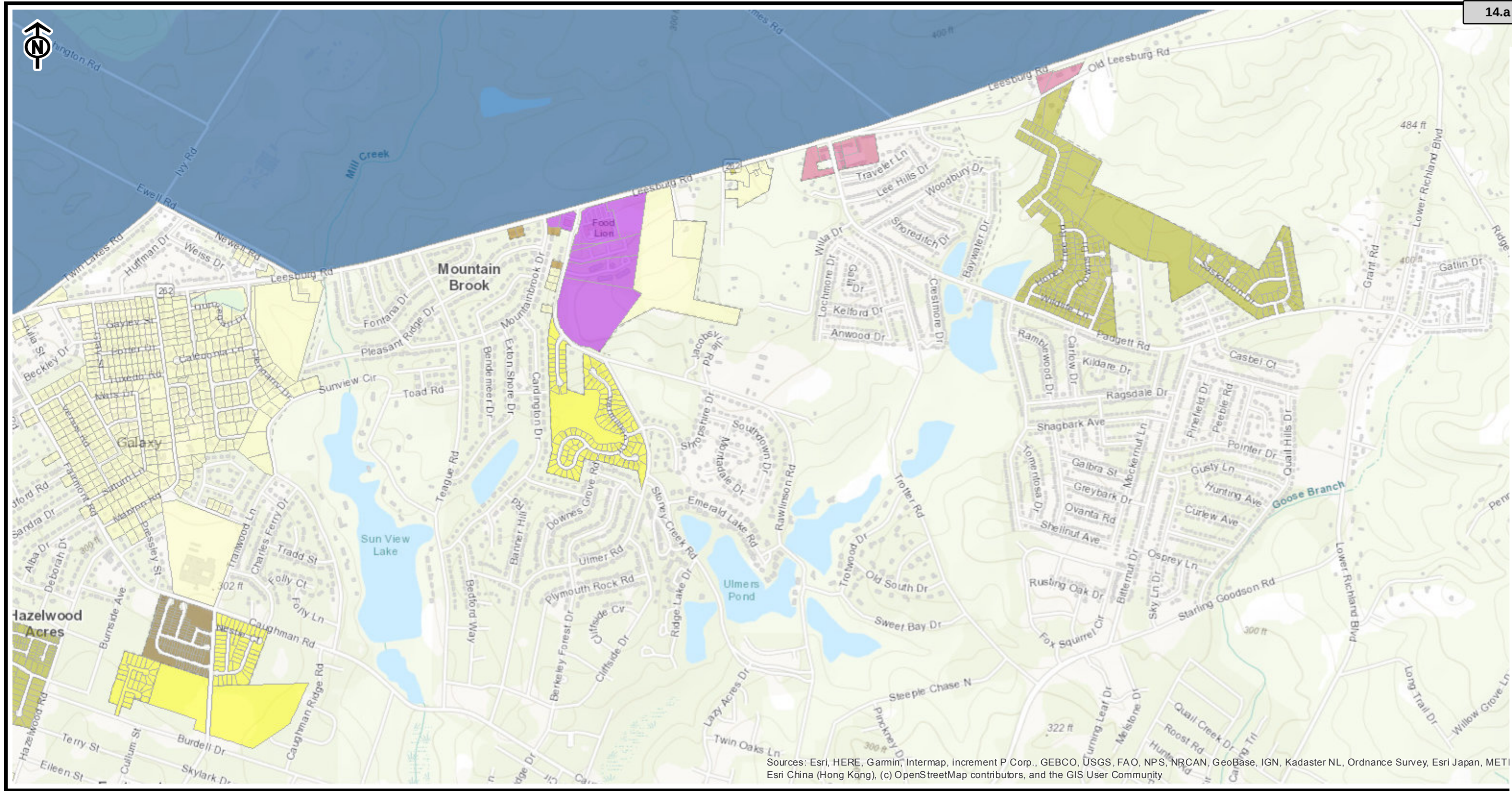
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District
- Unassigned



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Proposed Zoning Map

City of Columbia

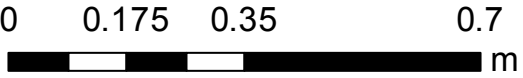


November 2020

Zoning District

- GC: General Commercial District
- INS-FJ: Institutional - Fort Jackson District
- MU-2: Mixed-Use
- PD: Planned Development

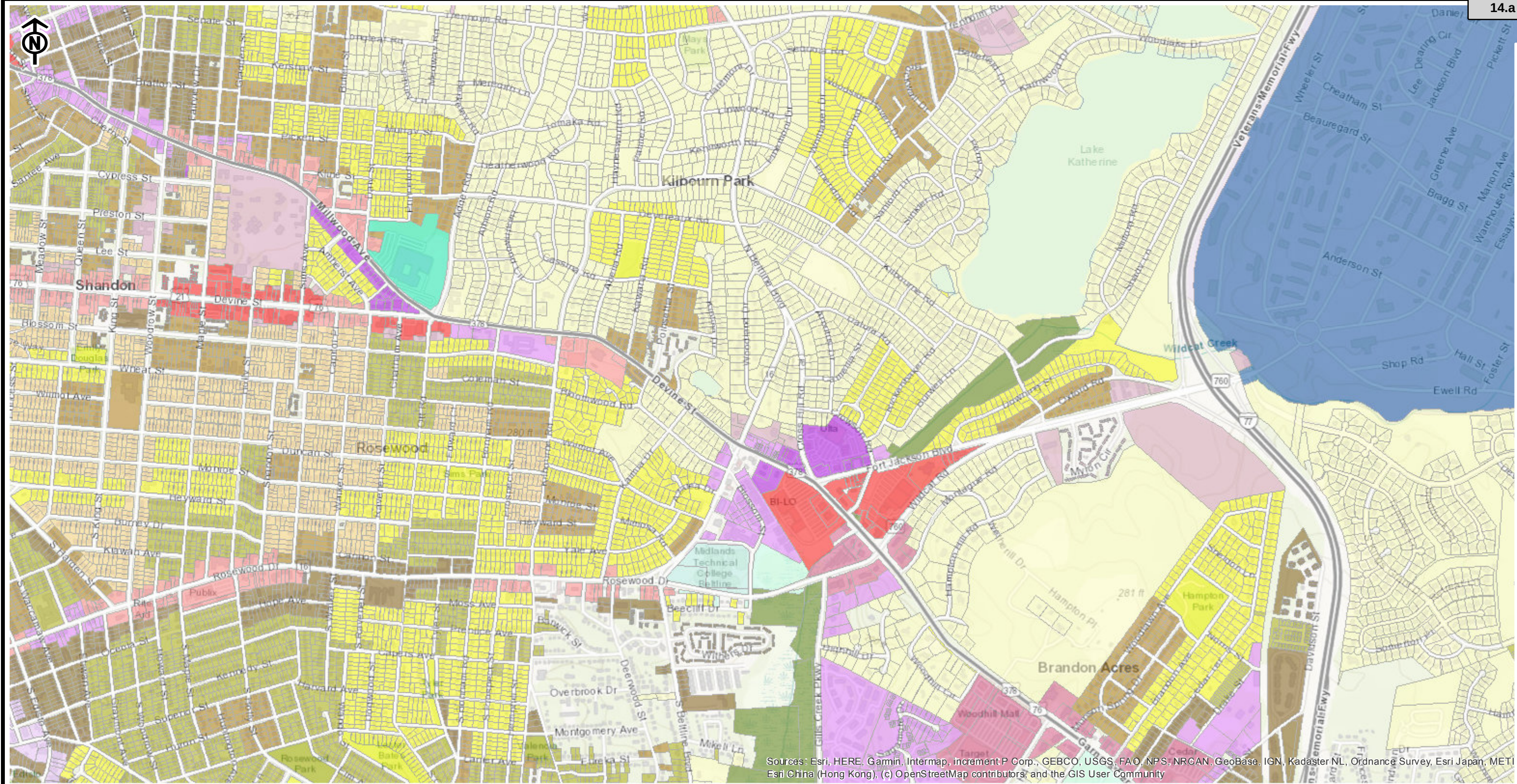
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District



1 in = 1,505 ft

1:18,056

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Proposed Zoning Map

City of Columbia



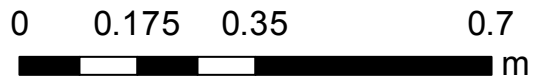
November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- EC: Employment Campus District
- GC: General Commercial District
- INS-FJ: Institutional - Fort Jackson District
- INS-GEN: Institutional - General District

- MU-1: Mixed-Use
- MU-2: Mixed-Use
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- PD: Planned Development
- RD: Residential Two-Family District

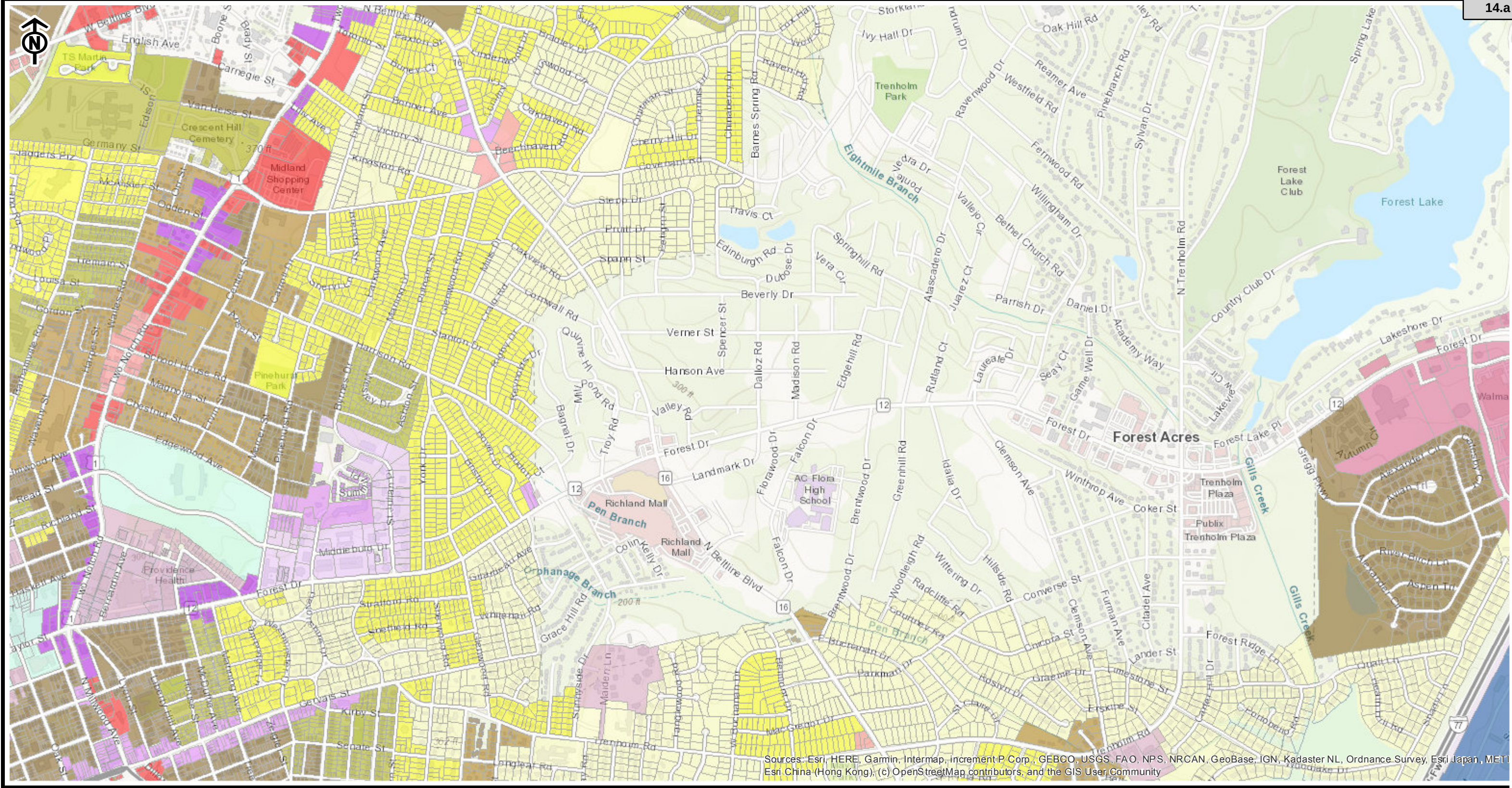
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District



1 in = 1,505 ft

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Proposed Zoning Map

City of Columbia

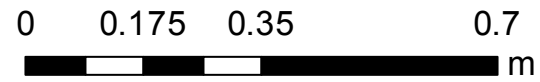


November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- EC: Employment Campus District
- GC: General Commercial District
- INS-FJ: Institutional - Fort Jackson District
- MU-1: Mixed-Use
- MU-2: Mixed-Use
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District

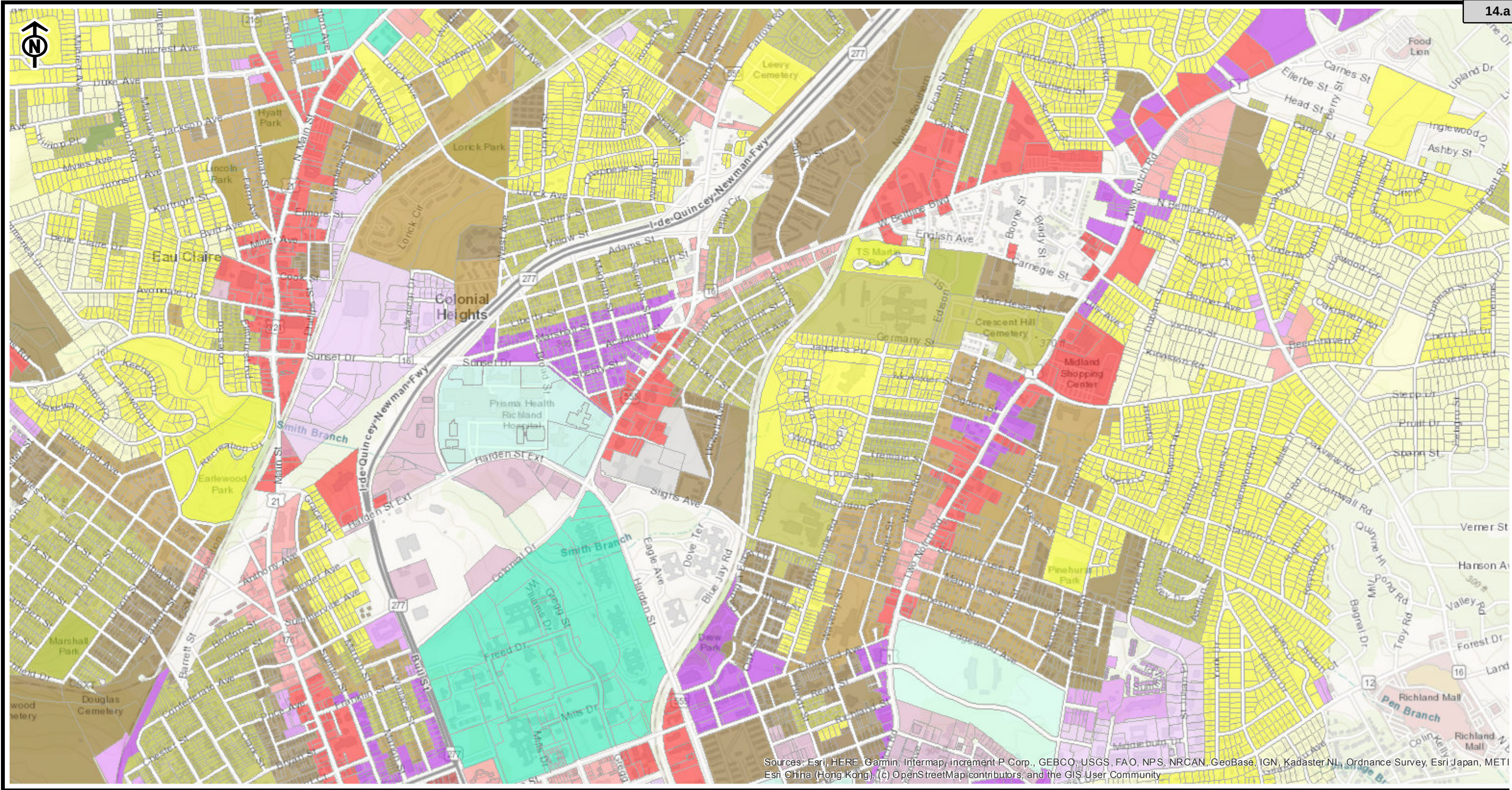
- INS-GEN: Institutional - General District
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District



1 in = 1,505 ft

1:18,056

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Proposed Zoning Map

City of Columbia



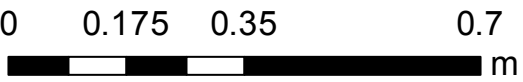
November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- EC: Employment Campus District
- GC: General Commercial District
- INS-GEN: Institutional - General District
- LI: Light Industrial District
- MU-1: Mixed-Use

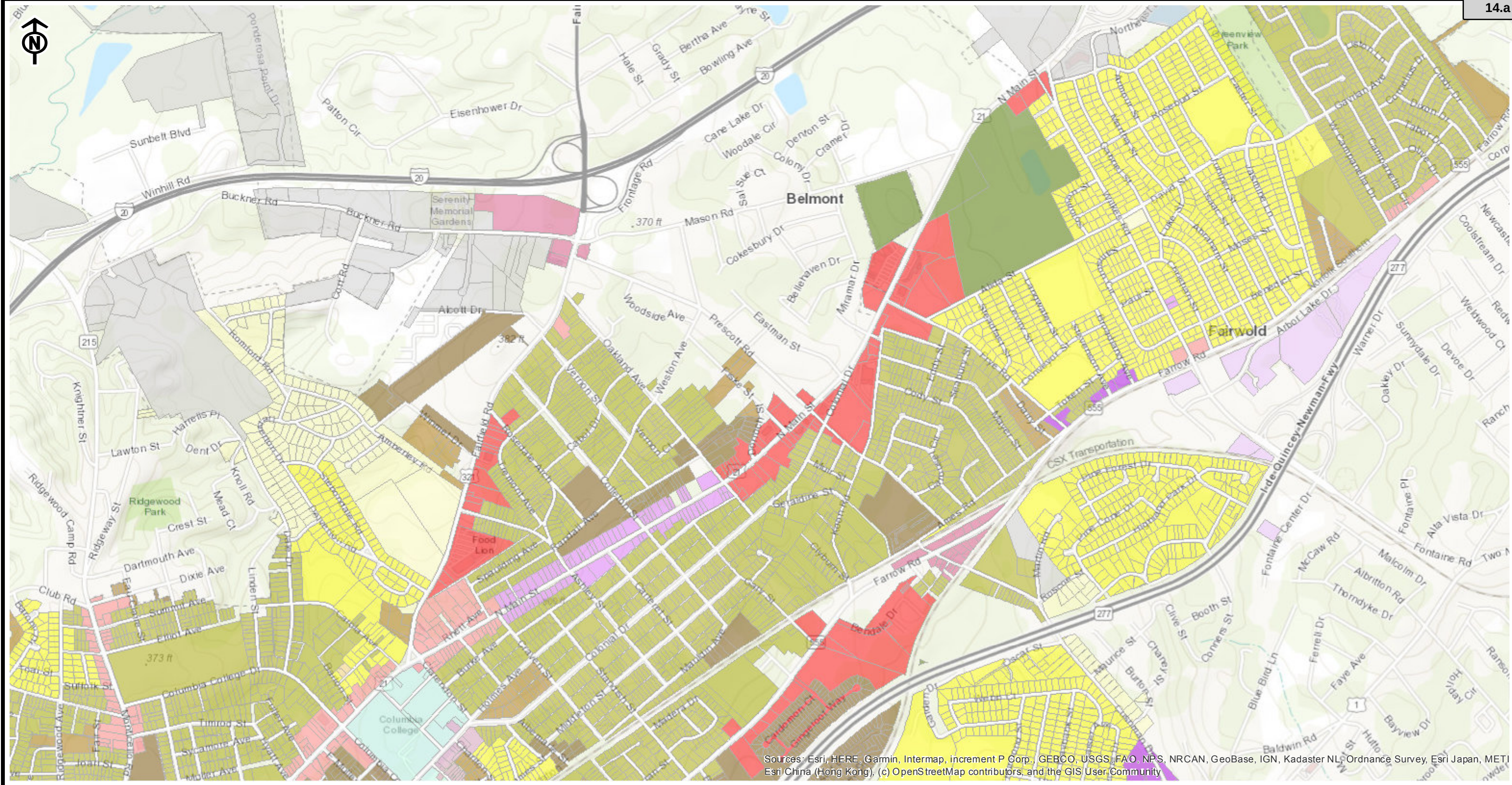
- MU-2: Mixed-Use
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- PD: Planned Development
- RAC: Regional Activity Center/Corridor
- RD: Residential Two-Family District
- RM-1: Residential Mixed

- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District



1 in = 1,505 ft
1:18,056

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Proposed Zoning Map

City of Columbia



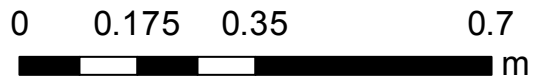
November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- EC: Employment Campus District
- GC: General Commercial District
- INS-GEN: Institutional - General District
- LI: Light Industrial District

- MU-1: Mixed-Use
- MU-2: Mixed-Use
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- RD: Residential Two-Family District
- RM-1: Residential Mixed

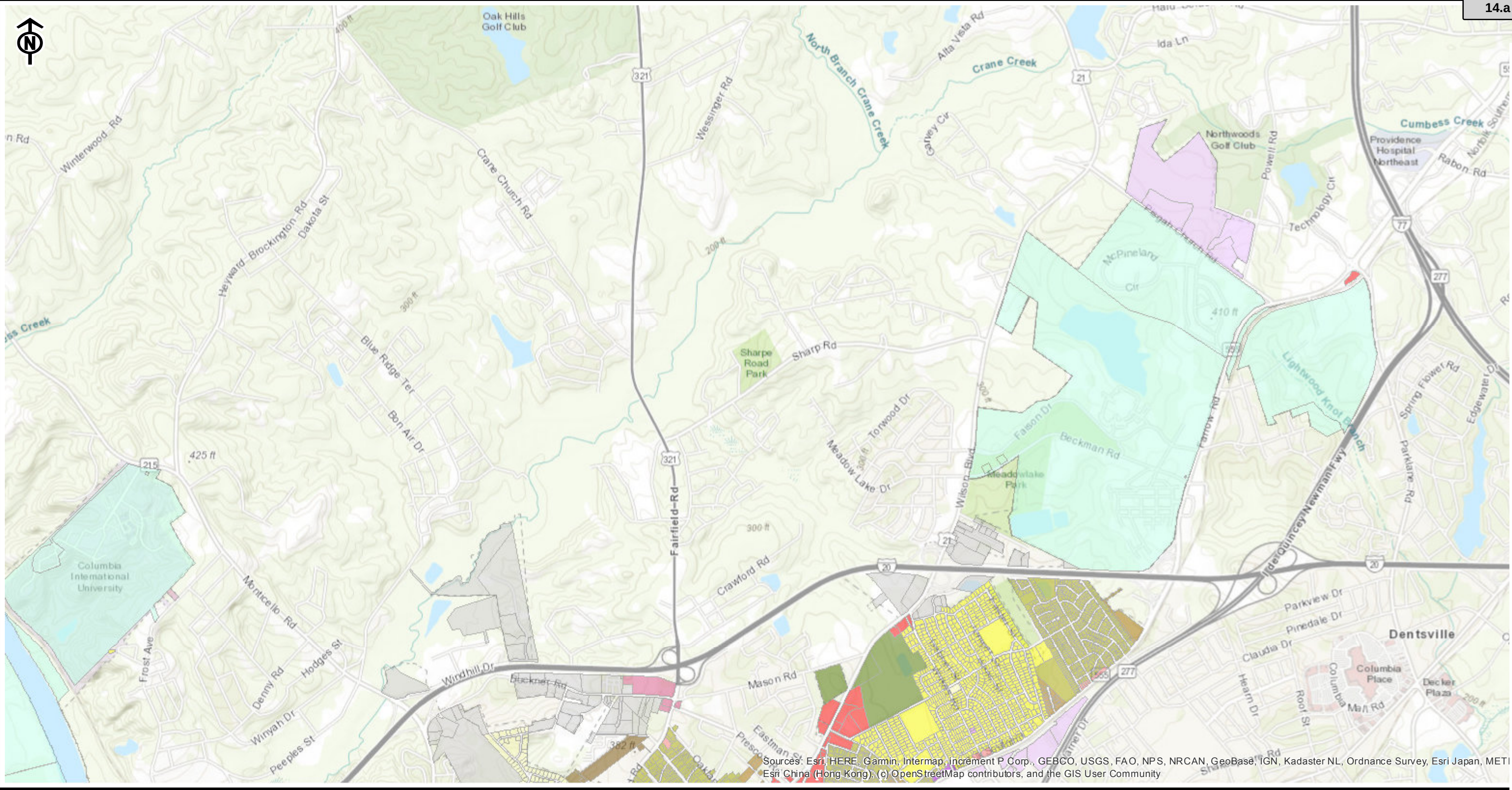
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District



1 in = 1,505 ft

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Proposed Zoning Map

City of Columbia

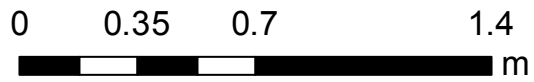


November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- EC: Employment Campus District
- GC: General Commercial District
- INS-GEN: Institutional - General District
- LI: Light Industrial District
- MU-1: Mixed-Use
- MU-2: Mixed-Use
- NAC: Neighborhood Center/Corridor
- O-I: Office and Institutional District
- RM-1: Residential Mixed
- RM-2: Residential Mixed

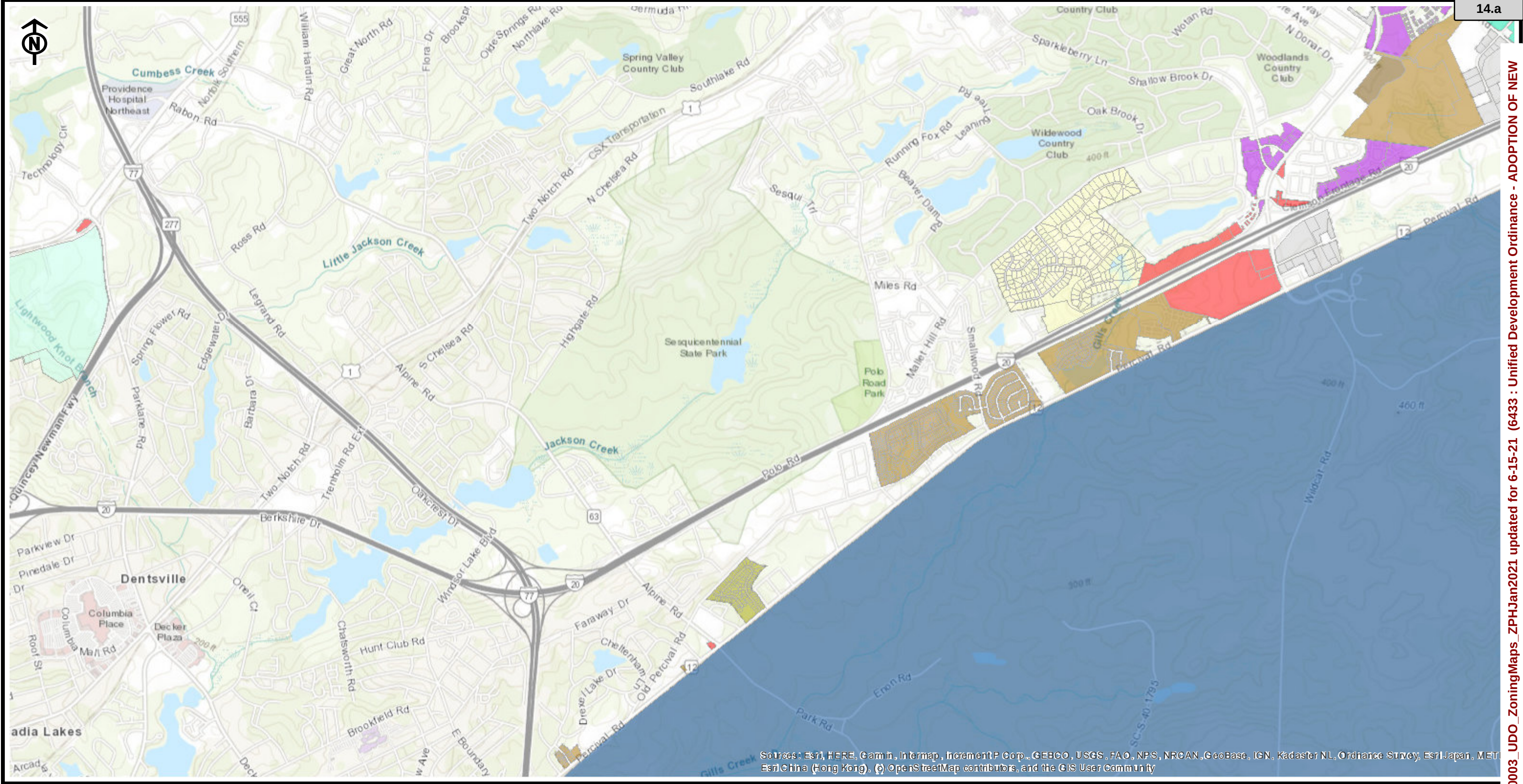
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-3: Residential Single Family - Small Lot District
- T/C: Transitional/Conservation District



1 in = 3,009 ft

1:36,112

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Proposed Zoning Map

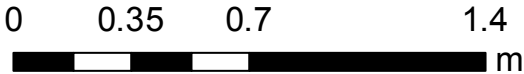
City of Columbia



November 2020

Zoning District

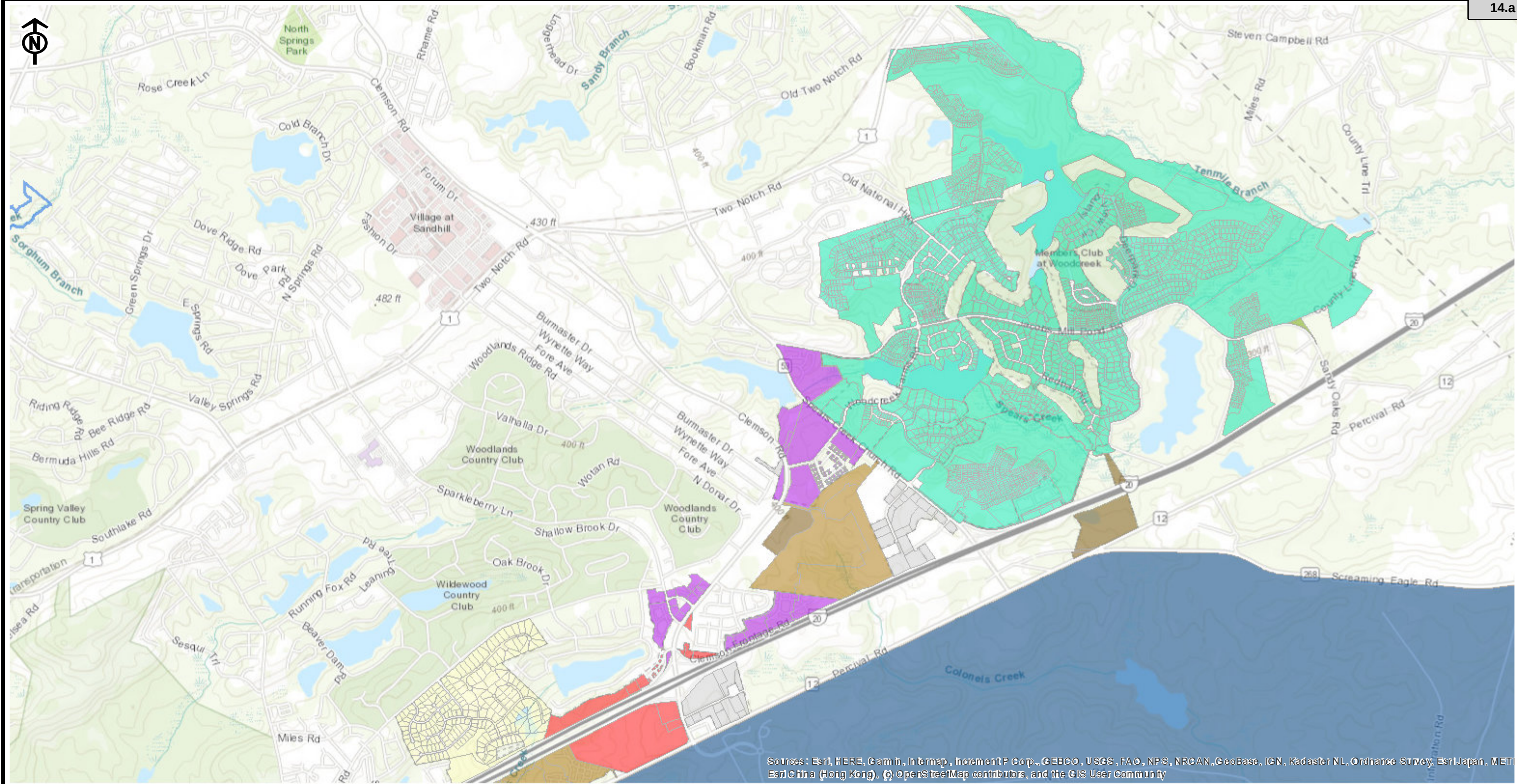
- | | |
|---|--|
|  CAC: Community Activity Center/Corridor |  PD: Planned Development |
|  INS-FJ: Institutional - Fort Jackson District |  RM-1: Residential Mixed |
|  INS-GEN: Institutional - General District |  RM-2: Residential Mixed |
|  LI: Light Industrial District |  RSF-1: Residential Single Family - Large Lot District |
|  MU-2: Mixed-Use |  RSF-2: Residential Single Family - Medium Lot District |
| |  RSF-3: Residential Single Family - Small Lot District |



1 in = 3,009 ft

1:36,112

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Proposed Zoning Map

City of Columbia

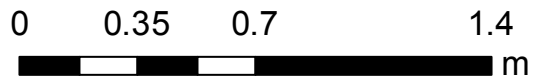


November 2020

Zoning District

- CAC: Community Activity Center/Corridor
- INS-FJ: Institutional - Fort Jackson District
- LI: Light Industrial District
- LL-R: Large Lot - Reserve District
- MU-2: Mixed-Use

- PD: Planned Development
- RM-1: Residential Mixed
- RM-2: Residential Mixed
- RSF-1: Residential Single Family - Large Lot District
- RSF-2: Residential Single Family - Medium Lot District
- Unassigned



1 in = 3,009 ft

1:36,112

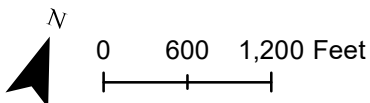
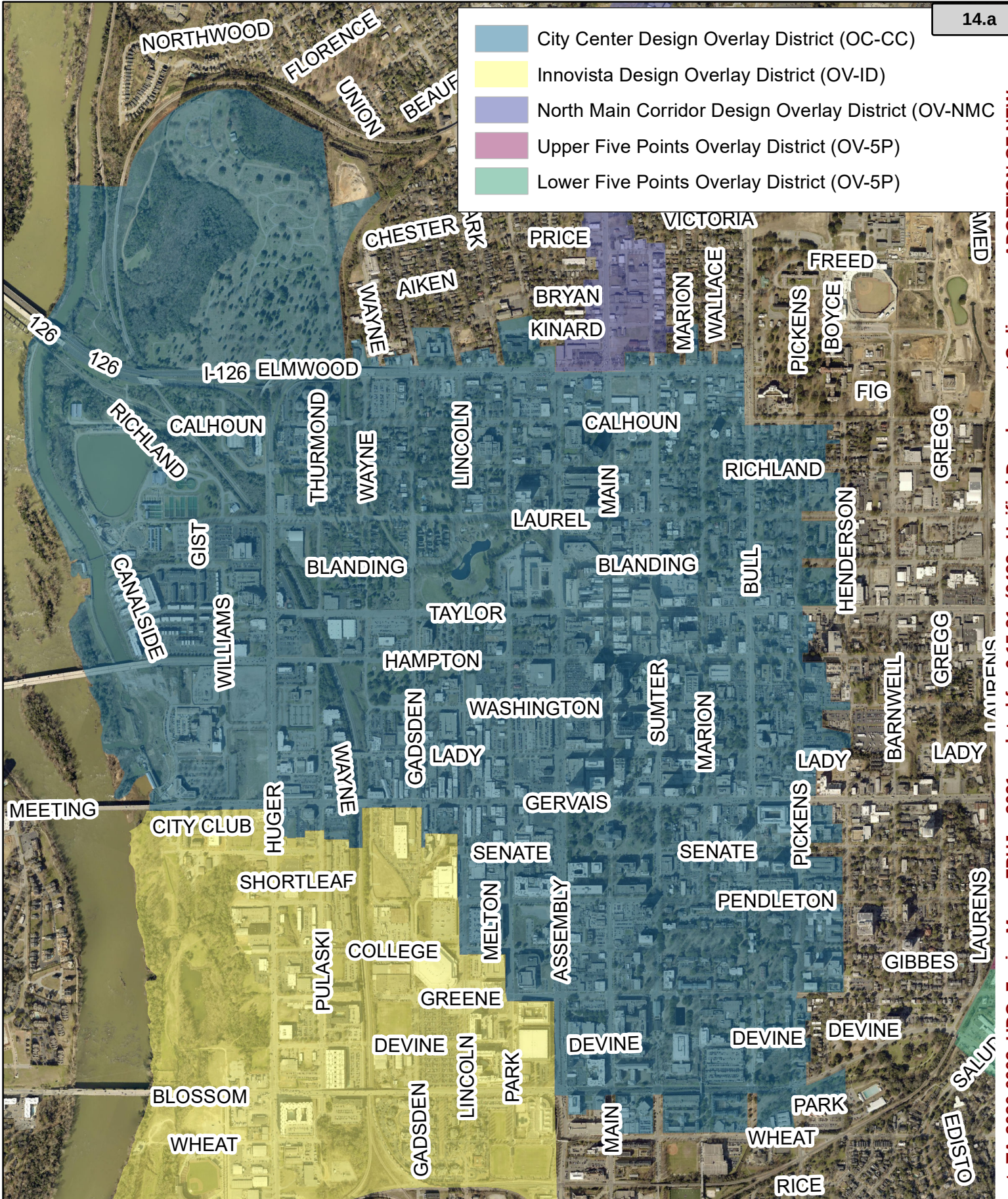
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PROPOSED ZONING OVERLAY DISTRICT MAPS

November 2020

- City Center Design Overlay District (OC-CC)
- Innovista Design Overlay District (OV-ID)
- North Main Corridor Design Overlay District (OV-NMC)
- Upper Five Points Overlay District (OV-5P)
- Lower Five Points Overlay District (OV-5P)



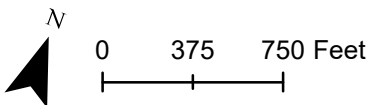
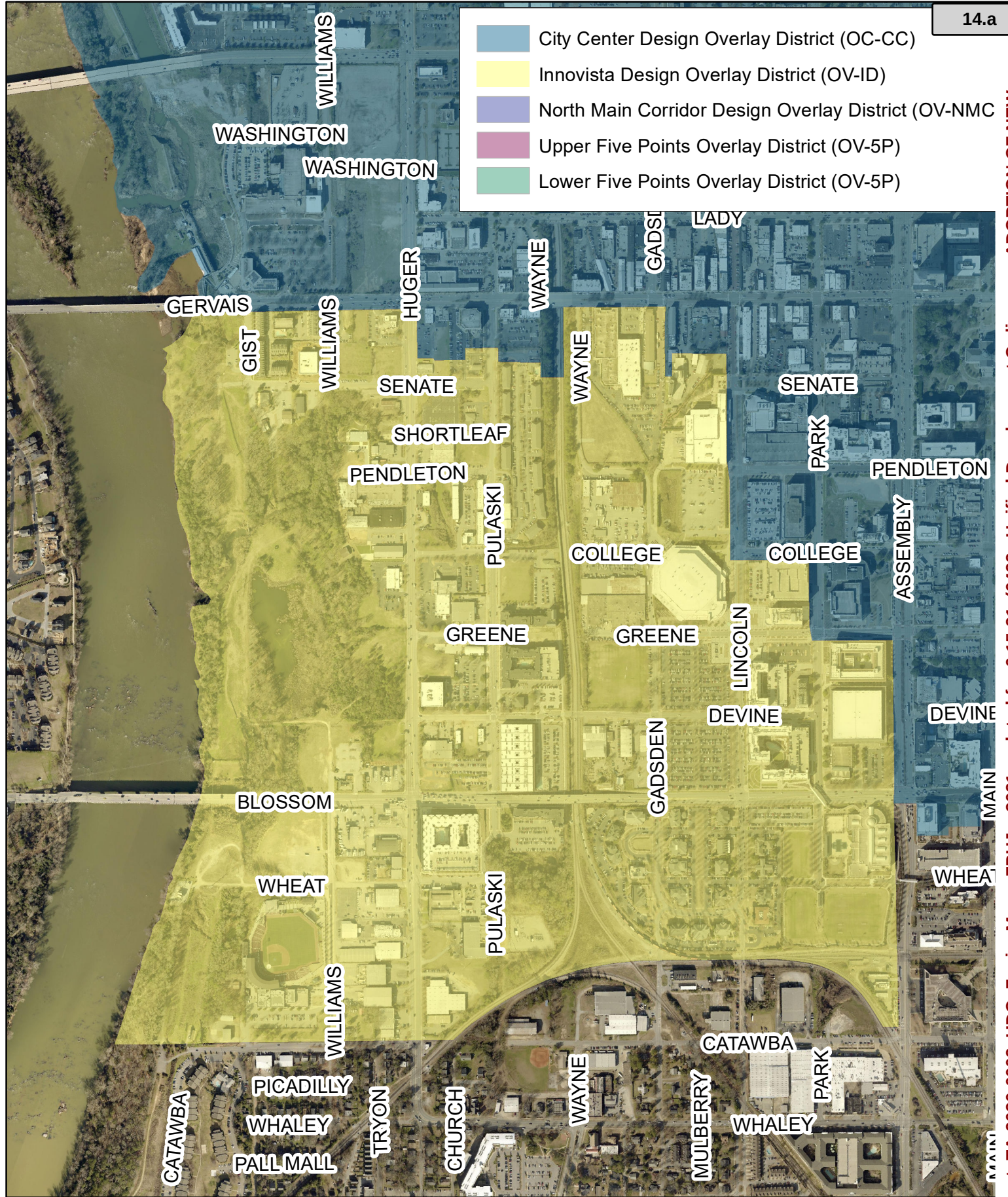
Created 10/29/2020
By: Shane Shaughnessy

City Center Design Overlay District (OV-CC)



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- City Center Design Overlay District (OC-CC)
- Innovista Design Overlay District (OV-ID)
- North Main Corridor Design Overlay District (OV-NMC)
- Upper Five Points Overlay District (OV-5P)
- Lower Five Points Overlay District (OV-5P)

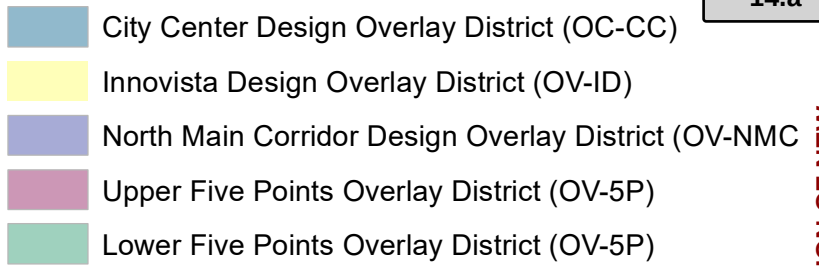


Innovista Design Overlay District (OV-ID)

Created 10/29/2020
By: Shane Shaughnessy



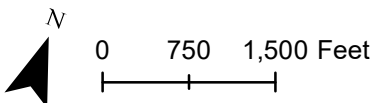
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-  City Center Design Overlay District (OC-CC)
-  Innovista Design Overlay District (OV-ID)
-  North Main Corridor Design Overlay District (OV-NMC)
-  Upper Five Points Overlay District (OV-5P)
-  Lower Five Points Overlay District (OV-5P)



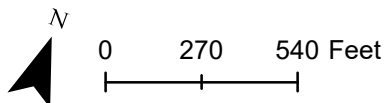
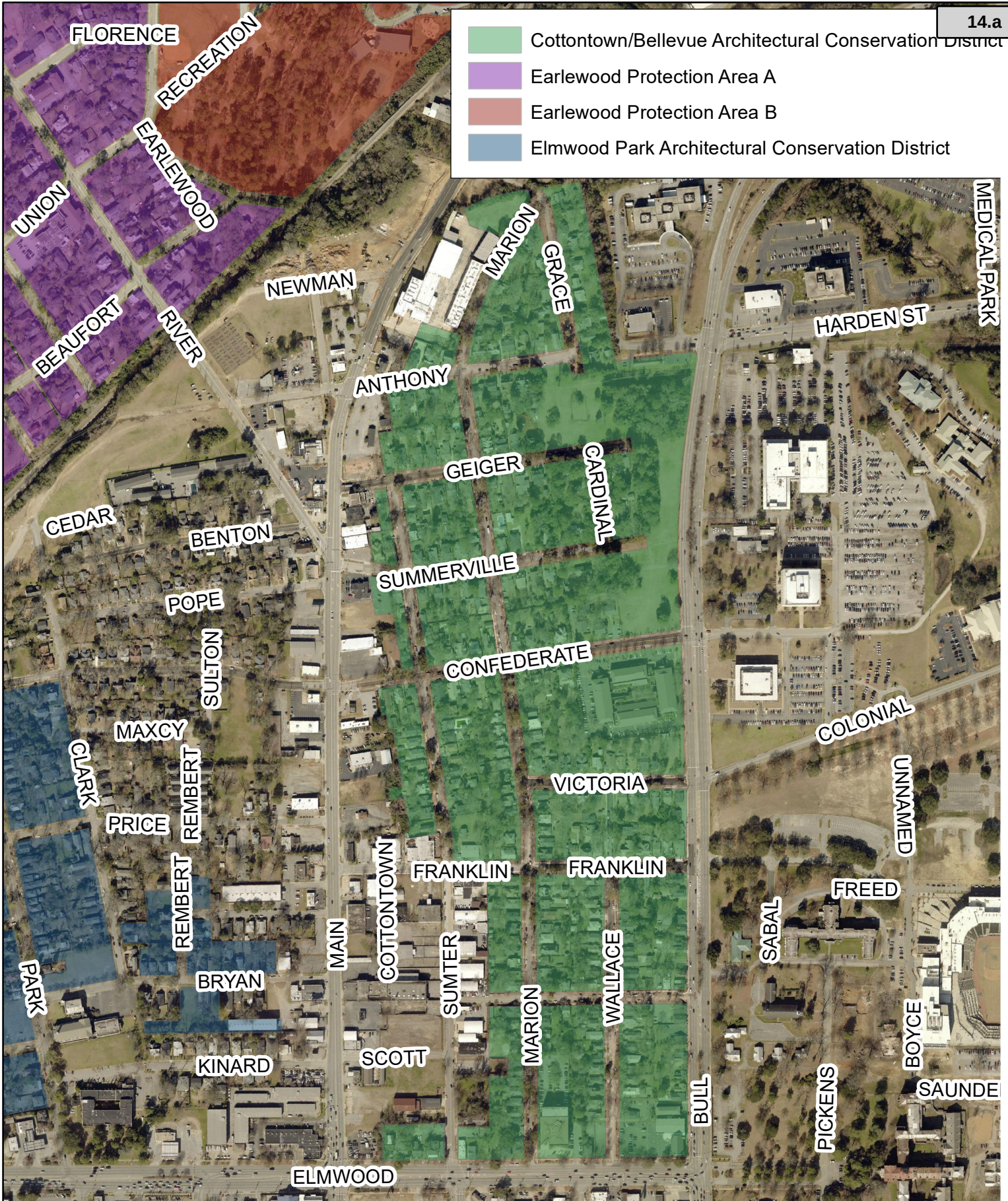
North Main Corridor Design Overlay District (OV-NMC)

Created 10/29/2020
By: Shane Shaughnessy



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- Cottontown/Bellevue Architectural Conservation District
- Earlewood Protection Area A
- Earlewood Protection Area B
- Elmwood Park Architectural Conservation District

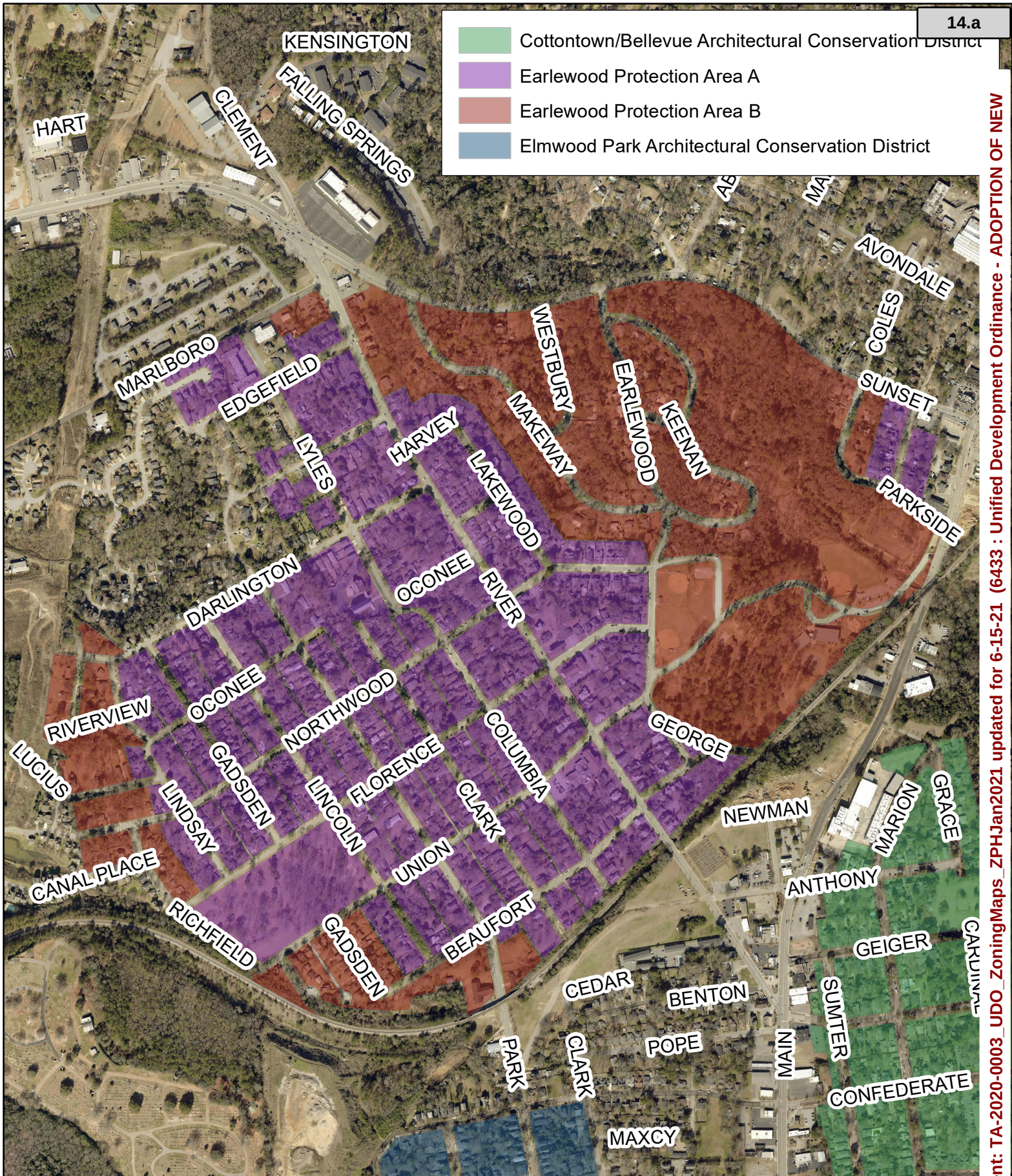


Created 10/29/2020
By: Shane Shaughnessy

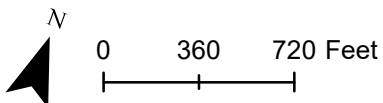
Historic Preservation Overlay District (OV-HP) Cottontown/Bellevue



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Attachment: TA-2020-0003_UBO_ZoningMaps_ZPHJan2021 updated for 6-15-21 (6433 : Unified Development Ordinance - ADOPTION OF NEW



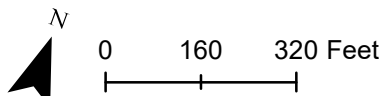
Created 10/29/2020
By: Shane Shaughnessy

Historic Preservation Overlay District
(OV-HP)
Earlewood



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-  Elmwood Park Architectural Conservation District
-  Governor's Mansion Protection Area



Created 10/29/2020
By: Shane Shaughnessy

**Historic Preservation Overlay District
(OV-HP)
Elmwood Park**



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Packet Pg. 104

- Elmwood Park Architectural Conservation District
- Governor's Mansion Protection Area

WAYNE

ELMWOOD

ELMWOOD

LINCOLN

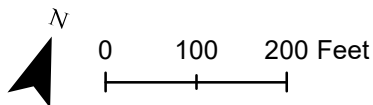
CALHOUN

GADSDEN

RICHLAND

PARK

LAUREL



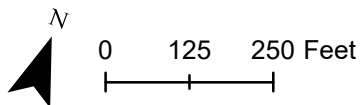
Created 10/29/2020
By: Shane Shaughnessy

Historic Preservation Overlay District (OV-HP) Governor's Mansion



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- Granby Architectural Conservation District
- Whaley Street Historic Protection Area District



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By: Shane Shaughnessy

Historic Preservation Overlay District **(OV-HP)** **Granby**



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ELMWOOD

14.a

Landmark District

FIG

TALLEY

CALHOUN

RICHLAND

BULL

LAUREL

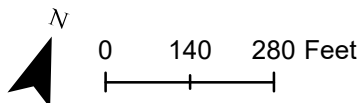
PICKENS

BLANDING

HENDERSON

MARION

TAYLOR



Created 10/29/2020
By: Shane Shaughnessy

**Historic Preservation Overlay District
(OV-HP)
Landmark District**

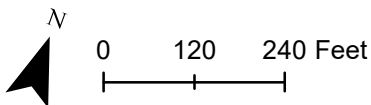
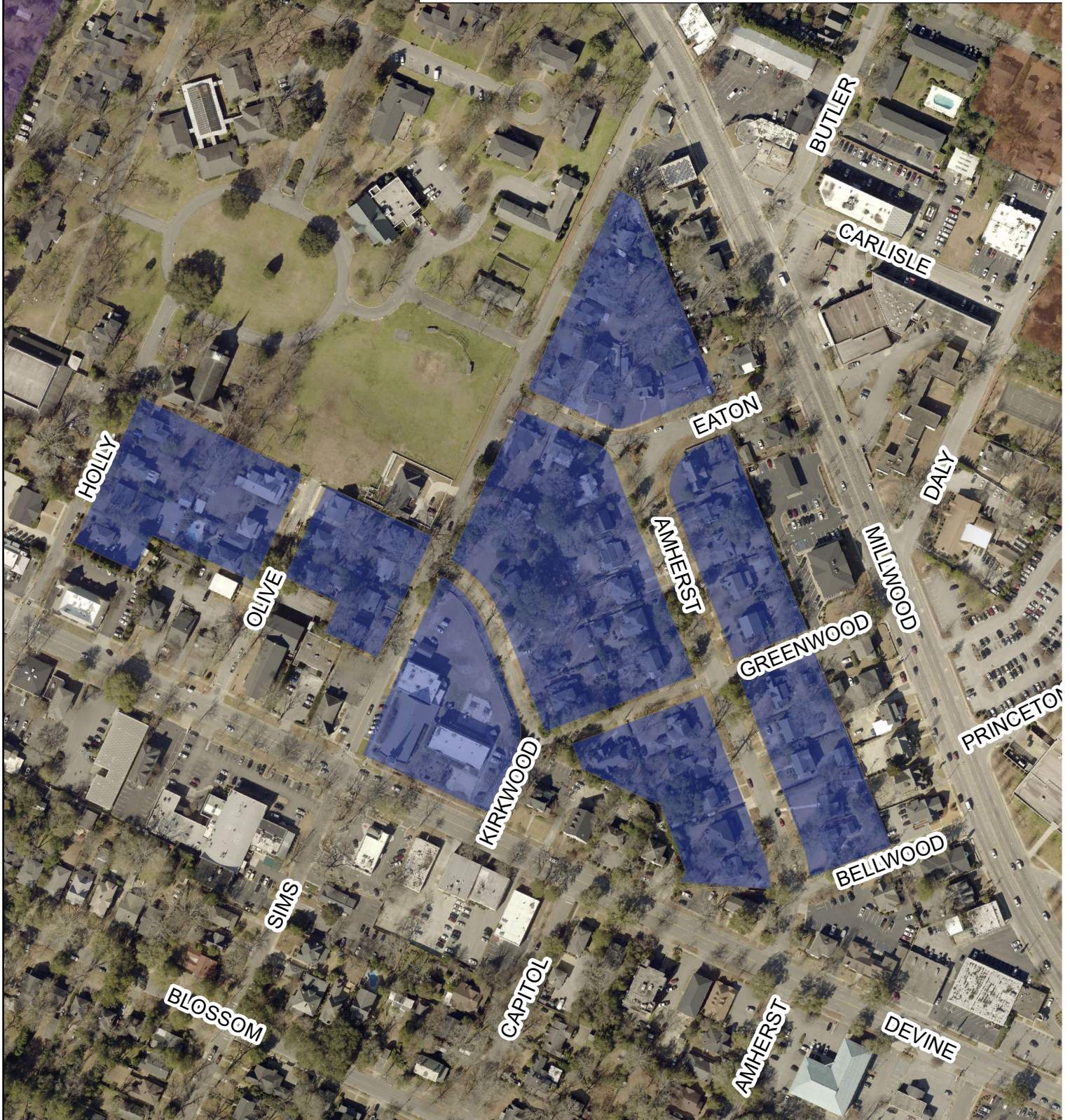


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Packet Pg. 107

Attachment: TA-2020-0003 UDO Zoning Maps ZPHJan2021 updated for 6-15-21 (6433 : Unified Development Ordinance - ADOPTION OF NEW

-  Melrose Heights/Oak Lawn Architectural Conservation District
-  Oakwood Court Architectural Conservation District
-  Old Shandon/Lower Waverly Historic District Area A



Created 10/29/2020
By: Shane Shaughnessy

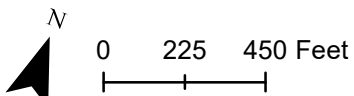
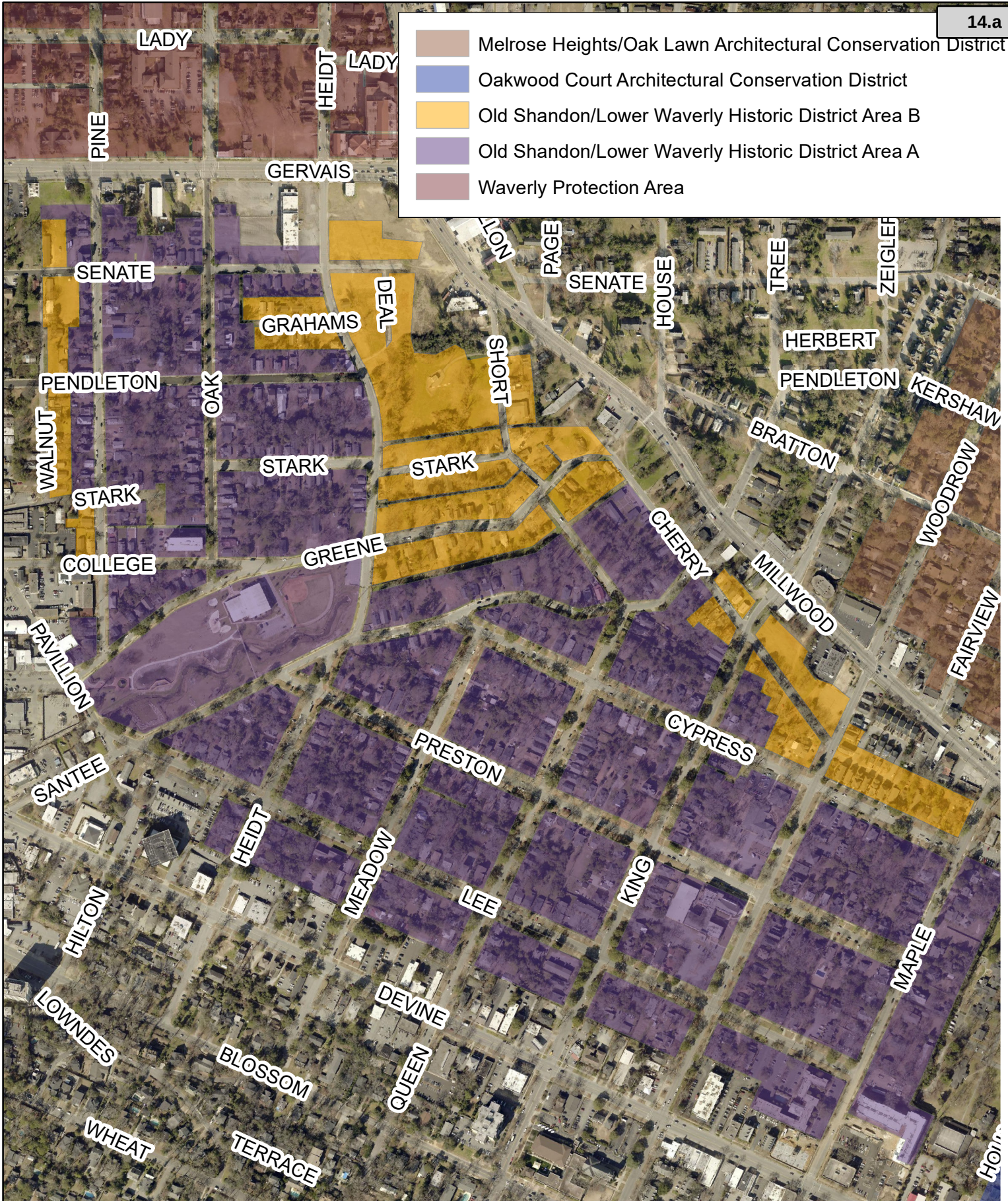
Historic Preservation Overlay District (OV-HP) Oakwood Court



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Packet Pg. 108

-  Melrose Heights/Oak Lawn Architectural Conservation District
-  Oakwood Court Architectural Conservation District
-  Old Shandon/Lower Waverly Historic District Area B
-  Old Shandon/Lower Waverly Historic District Area A
-  Waverly Protection Area



Created 10/29/2020
By: Shane Shaughnessy

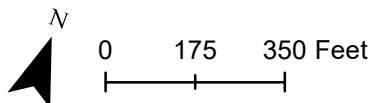
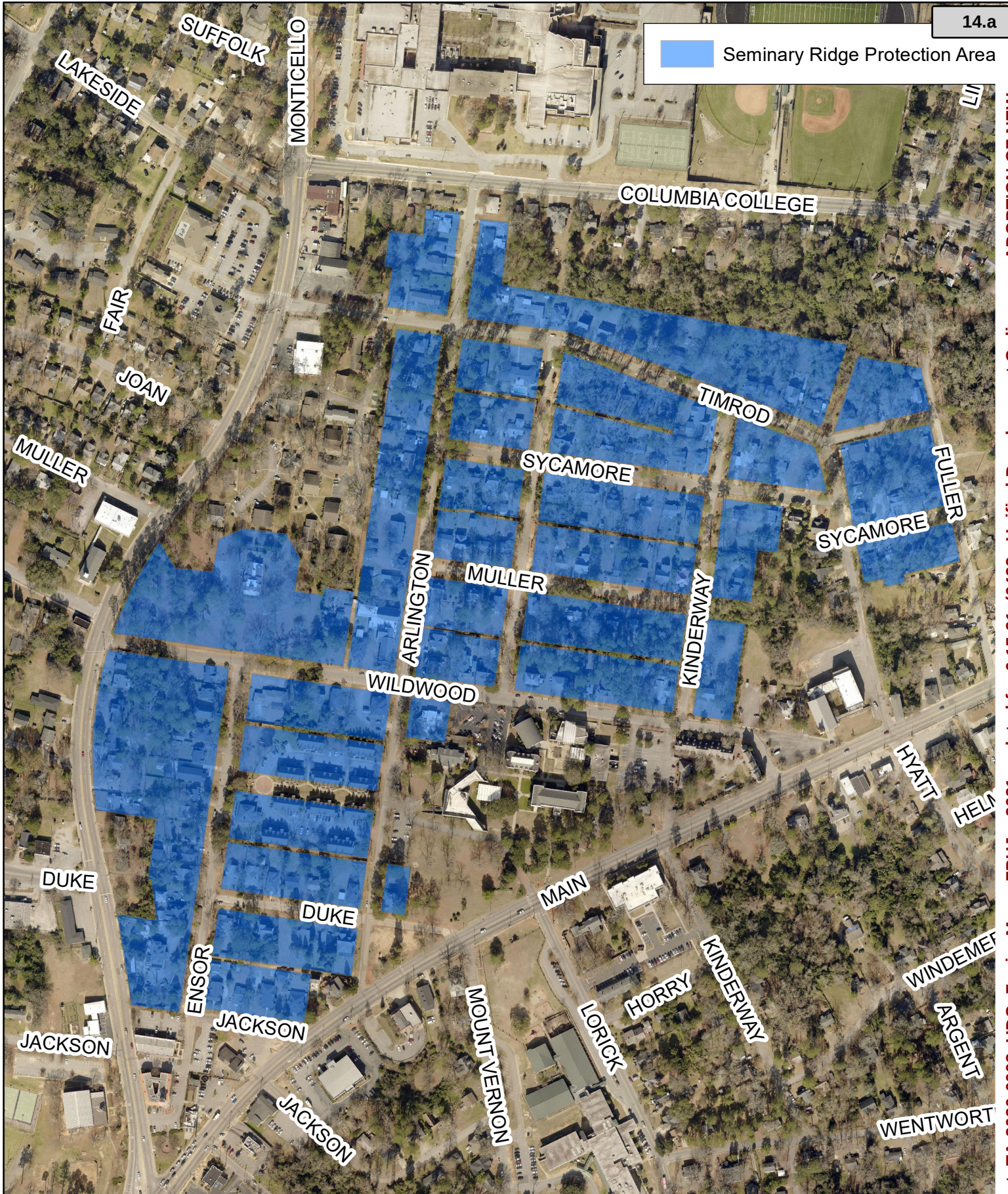
**Historic Preservation Overlay District
(OV-HP)
Old Shandon/Lower Waverly**



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Packet Pg. 109

Seminary Ridge Protection Area



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By: Shane Shaughnessy

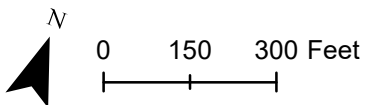
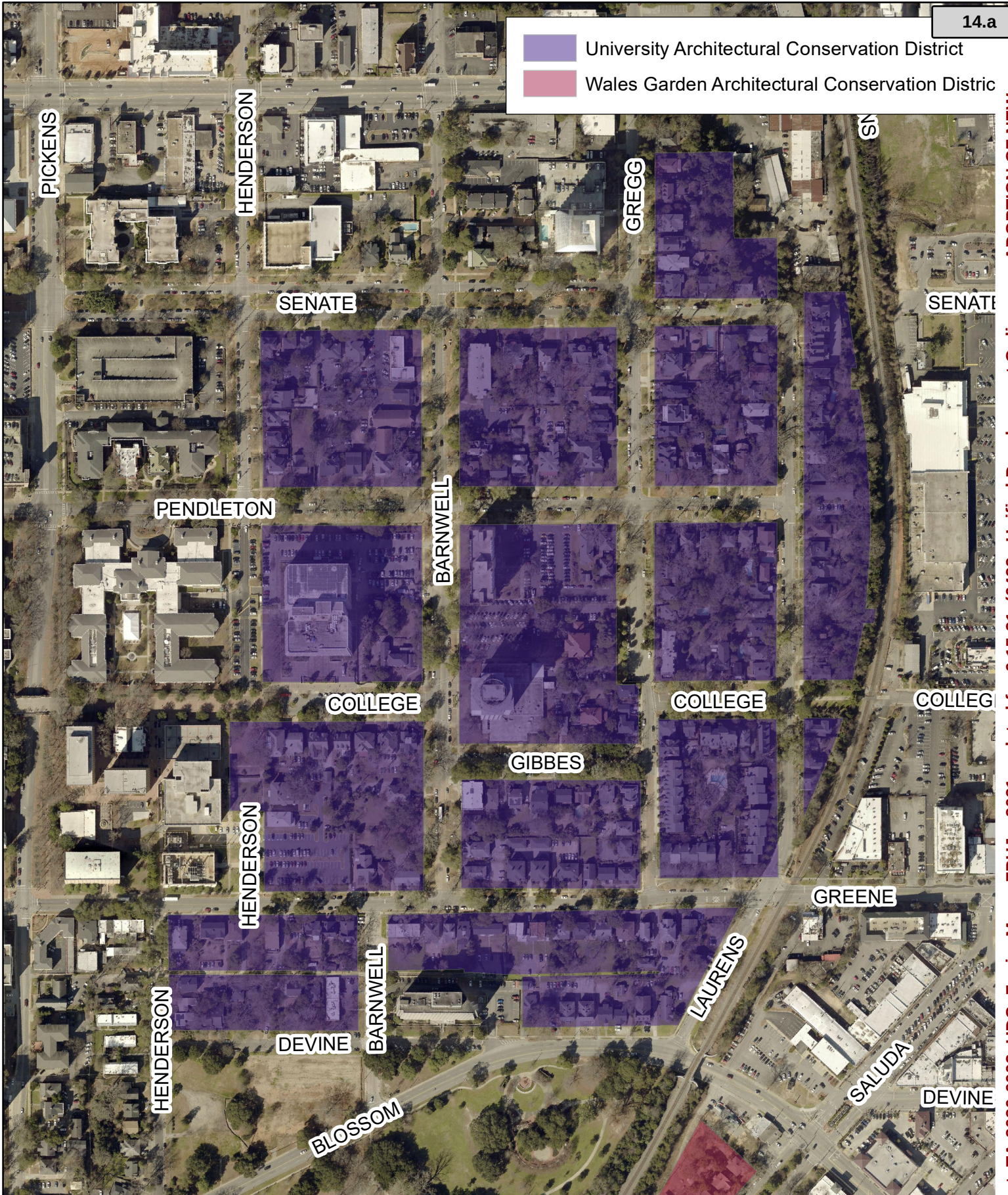
**Historic Preservation Overlay District
(OV-HP)
Seminary Ridge**



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Packet Pg. 110

- University Architectural Conservation District
- Wales Garden Architectural Conservation District



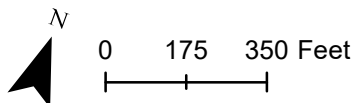
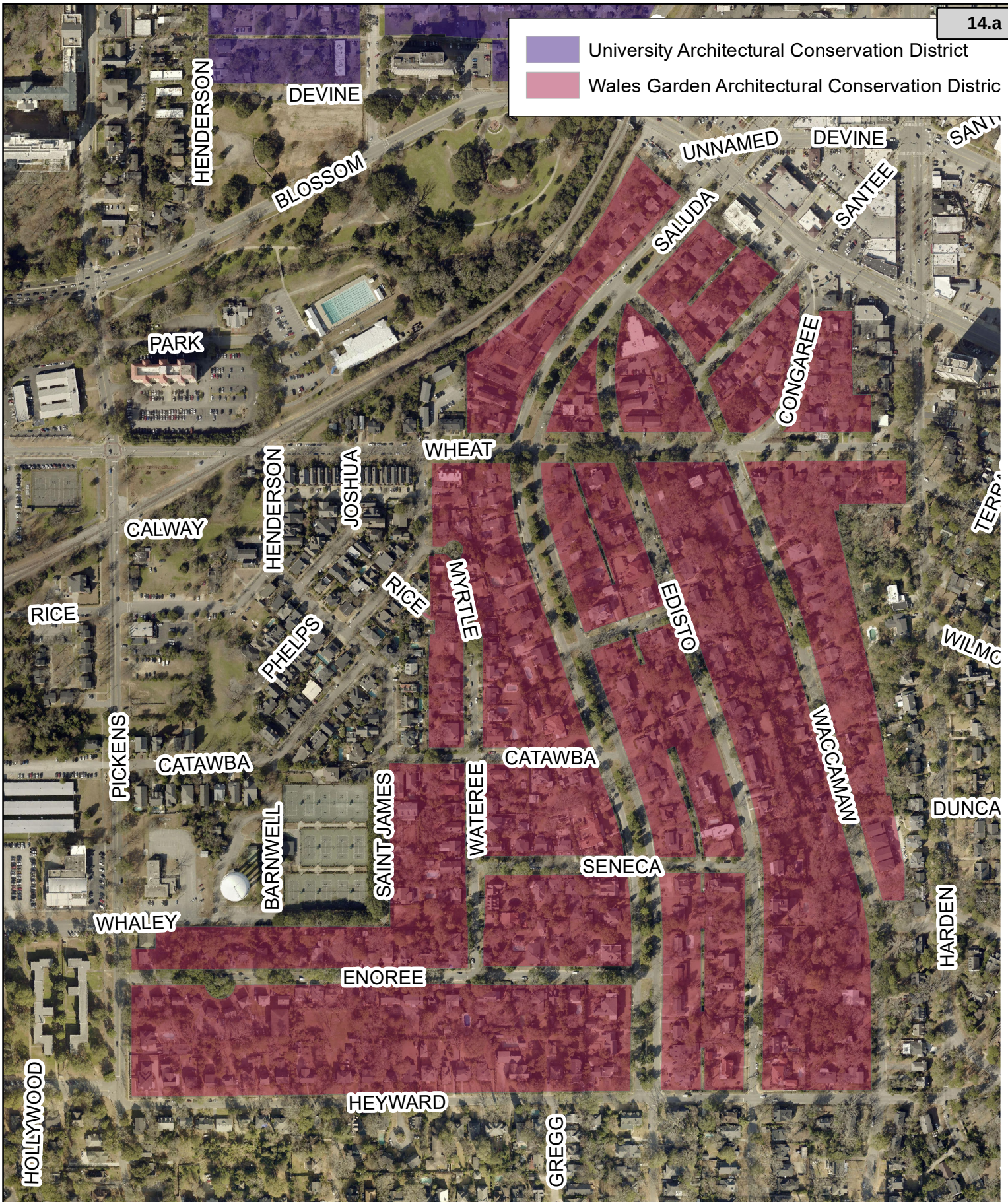
Created 10/29/2020
By: Shane Shaughnessy

Historic Preservation Overlay District (OV-HP) University District



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- University Architectural Conservation District
- Wales Garden Architectural Conservation District



Created 10/29/2020
By: Shane Shaughnessy

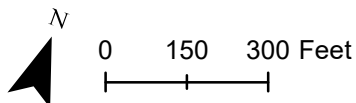
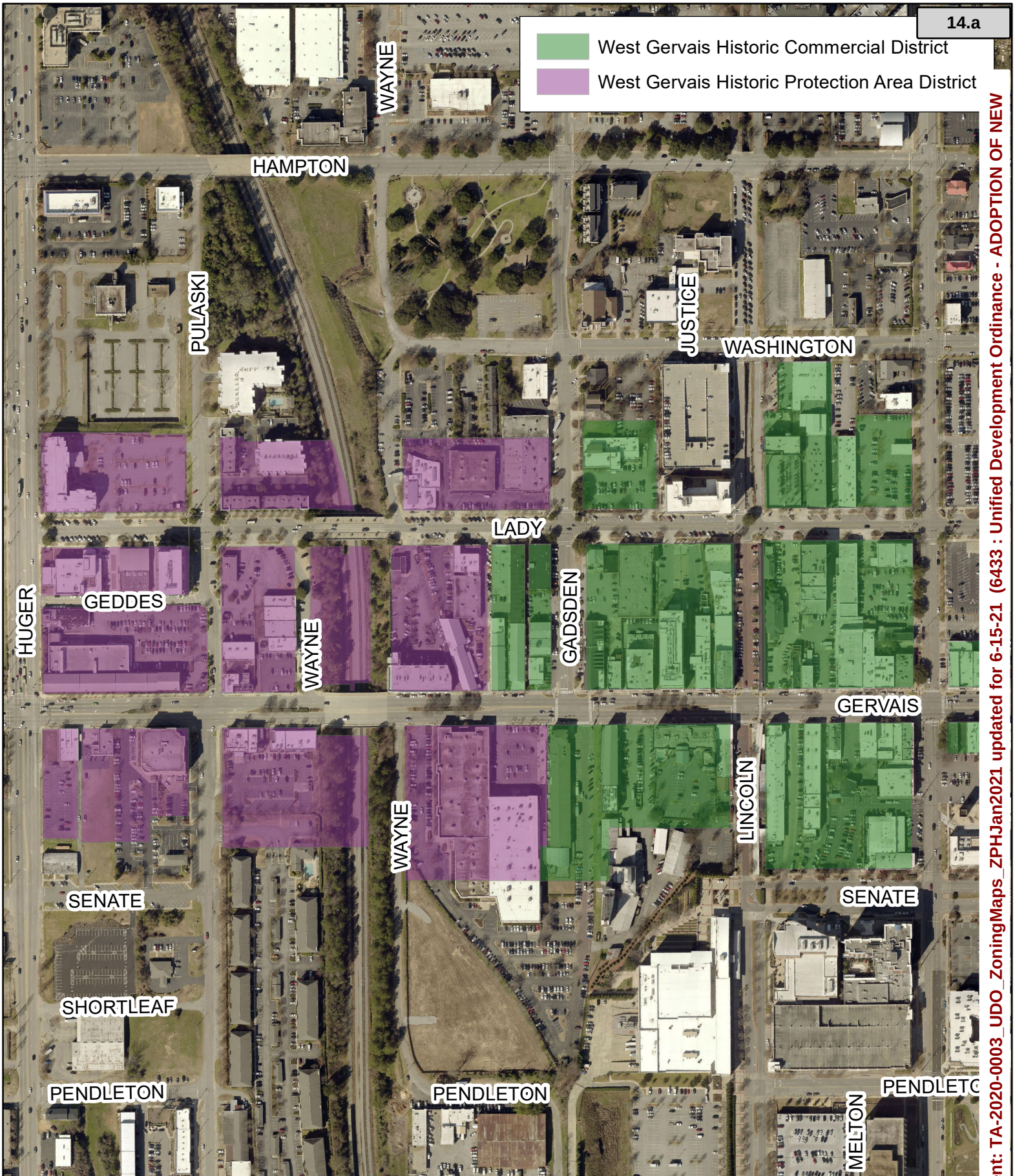
Historic Preservation Overlay District (OV-HP) Wales Garden



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Packet Pg. 112

-  West Gervais Historic Commercial District
-  West Gervais Historic Protection Area District



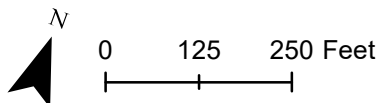
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By: Shane Shaughnessy

Historic Preservation Overlay District (OV-HP) West Gervais



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Waverly Protection Area



Created 10/29/2020
By: Shane Shaughnessy

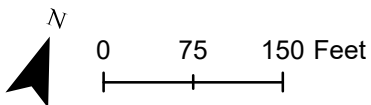
Historic Preservation Overlay District
(OV-HP)
Waverly



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Packet Pg. 114

- Granby Architectural Conservation District
- Whaley Street Historic Protection Area District



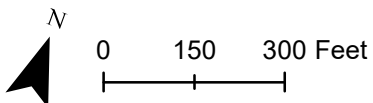
Created 10/29/2020
By: Shane Shaughnessy

**Historic Preservation Overlay District
(OV-HP)
Whaley Street**



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- Heathwood
- Shandon
- Sherwood Forest



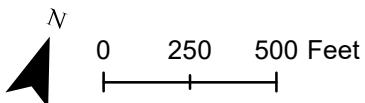
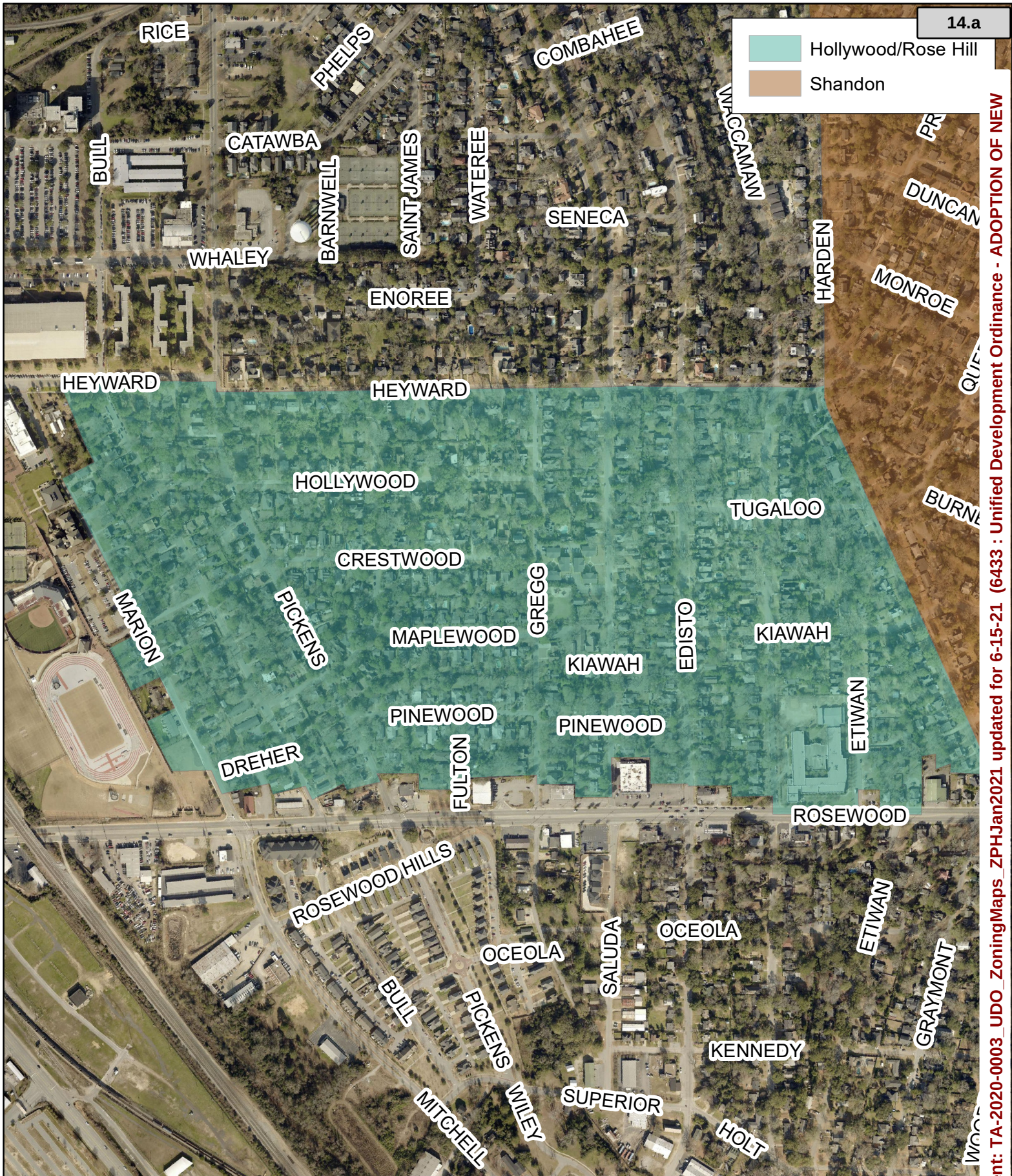
Created 10/29/2020
By: Shane Shaughnessy

Community Character Protection Overlay District
(OV-CCP)
Heathwood



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- Hollywood/Rose Hill
- Shandon



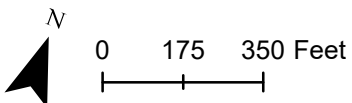
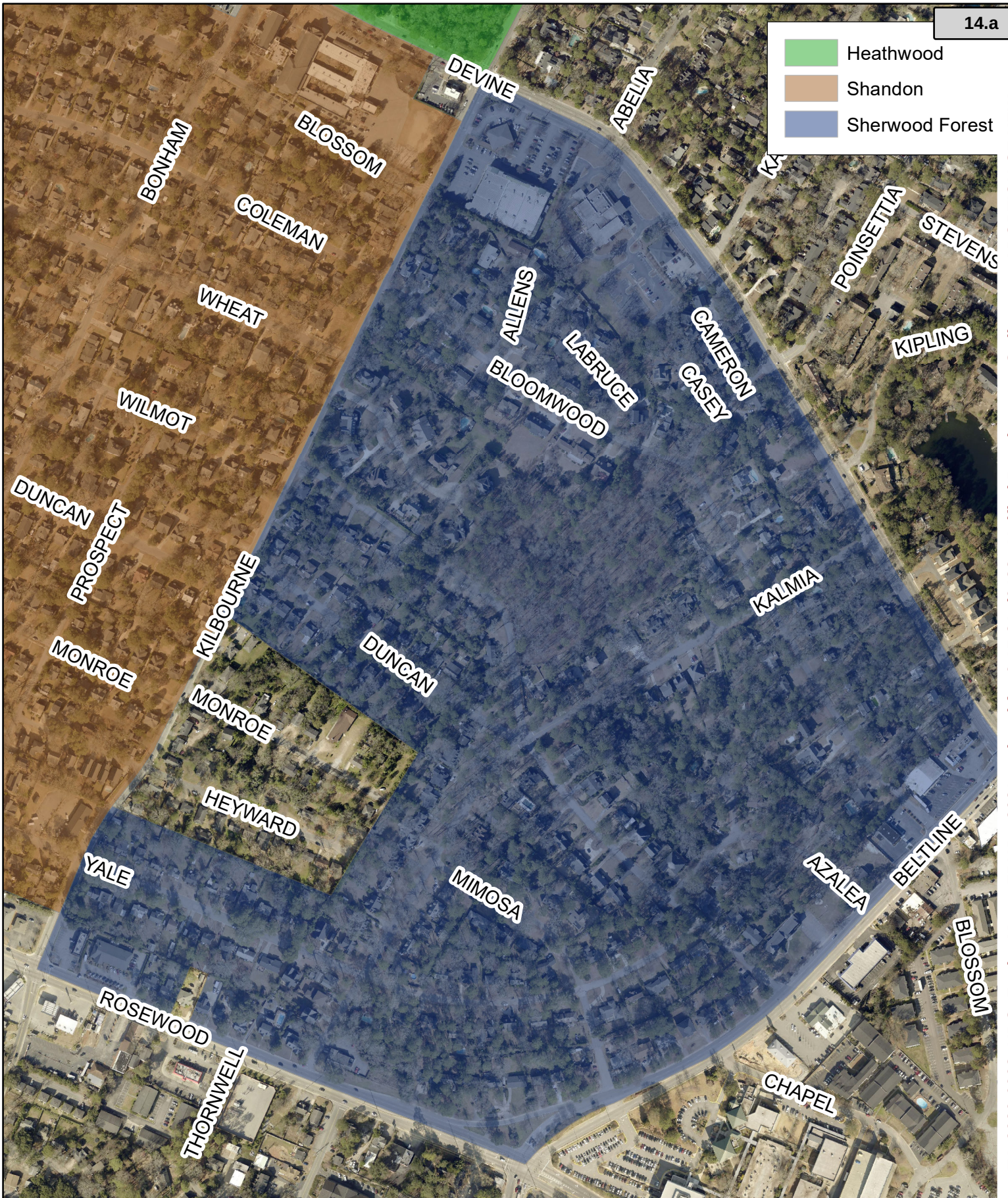
Created 10/29/2020
By: Shane Shaughnessy

Community Character Protection Overlay District
(OV-CCP)
Hollywood/Rose Hill



DISCLAIMER:
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- Heathwood
- Shandon
- Sherwood Forest



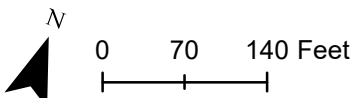
Created 10/29/2020
By: Shane Shaughnessy

Community Character Protection Overlay District
(OV-CCP)
Sherwood Forest



DISCLAIMER:
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Whaley Street

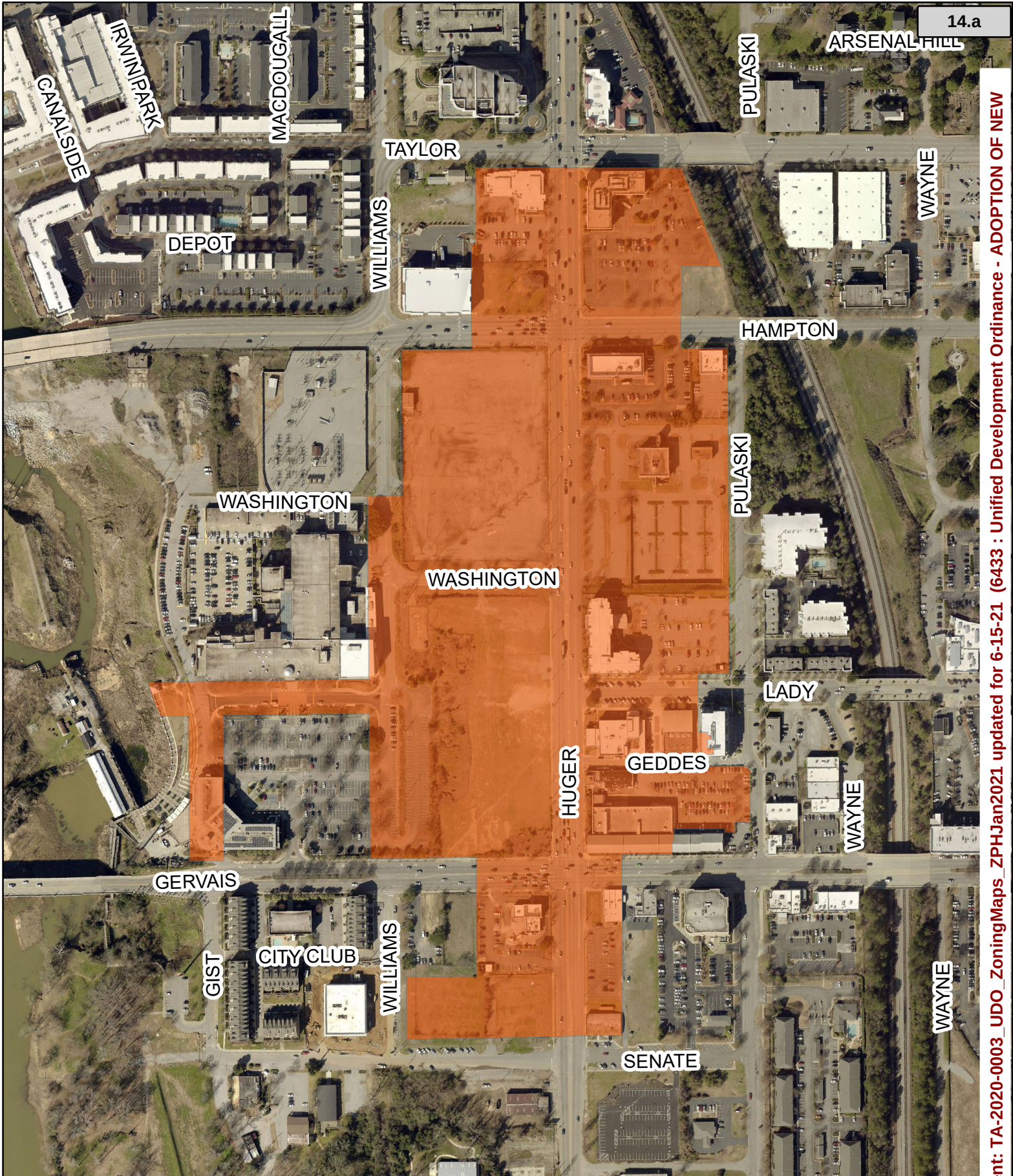


Created 10/29/2020
By: Shane Shaughnessy

Community Character Protection Overlay District
(OV-CCP)
Whaley Street

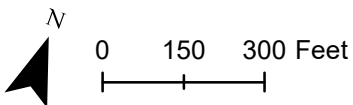


DISCLAIMER:
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14.a

Attachment: TA-2020-0003 UDO Zoning Maps ZPHJan2021 updated for 6-15-21 (6433 : Unified Development Ordinance - ADOPTION OF NEW



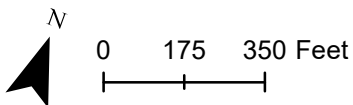
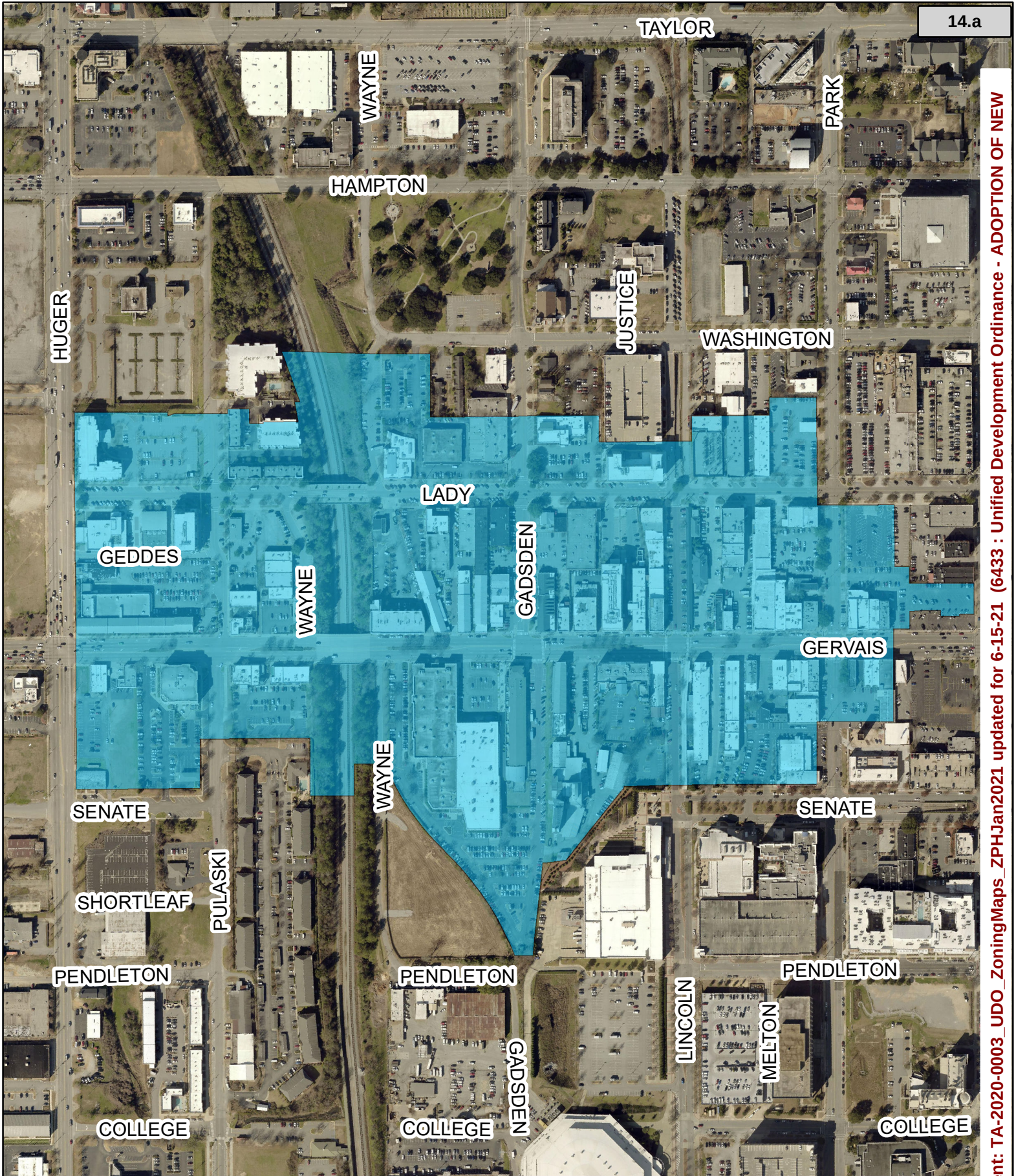
Created 10/29/2020
By: Shane Shaughnessy

Height and Setback View Corridor
Protection Overlay District
(OS-HSV)
Setback District 8-10 (OV-HSV S8/10)



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Packet Pg. 121

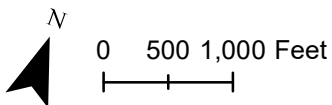
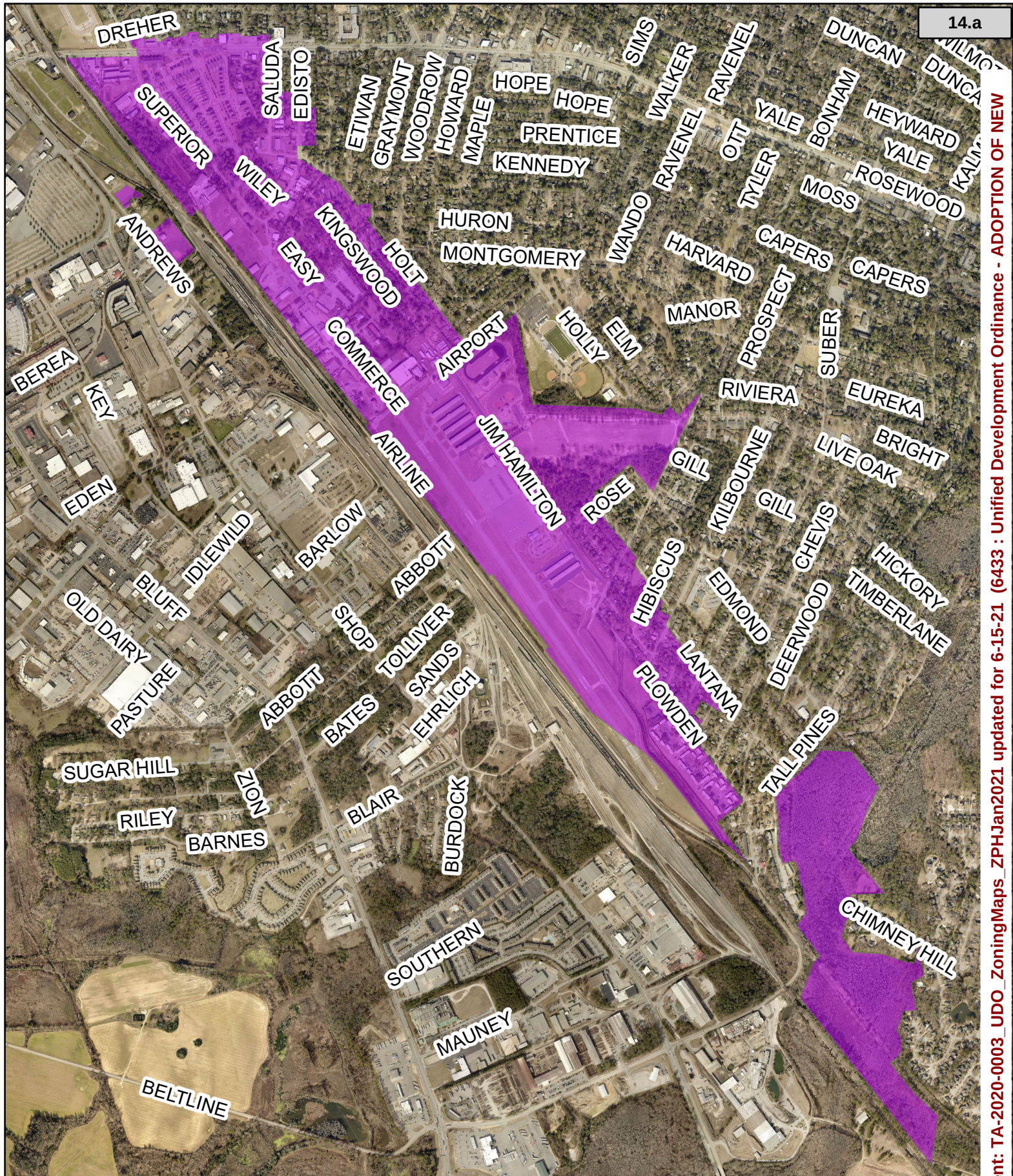


Created 10/29/2020
By: Shane Shaughnessy

**Height and Setback View Corridor
Protection Overlay District
(OS-HSV)
Height District 80/30 (OS-HSV H80/30)**



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Created 10/29/2020
By: Shane Shaughnessy

Airport Safety Overlay District
(OV-A)



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

WHEREAS, the City of Columbia adopted a Land Use Plan titled "Plan Columbia" later incorporated into the City's Comprehensive Plan known as "Columbia Compass" which established as priorities, among others, strong neighborhoods, better utilization of vacant structures and land, and a strong city center; and,

WHEREAS, the City's development code has not been updated in over forty years; and,

WHEREAS, the City adopted and subsequently amended a Uniform Development Ordinance (UDO) on August 20, 2019 for future execution to implement the recommendations of the Land Use Plan and provide an improved user-experience; and,

WHEREAS, the recently-adopted UDO contains new zoning districts to replace the legacy zoning districts; and,

WHEREAS, a new zoning map has been drafted, with public input, to enact these new districts; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this __ day of _____, 2021 that, in accordance with Ordinance No.: 2019-013, which repealed and replaced in its entirety the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning with Chapter 17, Unified Development Ordinance, the Official Zoning Map referenced in Section 17-1.7 is hereby established that applies to all parcels and property within the corporate boundaries of Columbia and shall be effective upon the effective date of the Uniform Development Ordinance. A copy of the map, which is incorporated herein by reference may be reviewed in electronic format at <http://www.weplanttogether.org/columbiareview>. A hard copy is available for inspection by appointment by contacting Zoning Division, 1136 Washington Street, Columbia, South Carolina, 29201; (803) 545-3333.

This ordinance shall be effective as of ~~March 31~~, August 30, 2021.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T.A. Knox

City Attorney

City Clerk

Introduced: 4/20/2021

Final Reading:

ORIGINAL
STAMPED IN RED

ORDINANCE NO.: 2021-014

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this 20th day of April, 2021 that Ordinance No.: 2020-099 enacted on December 1, 2020 with an effective date of March 31, 2021 adopted the "The Unified Development Ordinance of the City of Columbia, South Carolina as adopted August 20, 2019", is hereby amended to reflect an effective date of August 30, 2021.

A copy of the "The Unified Development Ordinance of the City of Columbia, South Carolina as adopted August 20, 2019" is attached hereto and incorporated herein by reference and available for inspection by contacting the City Clerk, City Hall, 3rd Floor, 1737 Main Street, Columbia, South Carolina, 29201; (803) 545-3045; cityclerk@columbiasc.net, or the Zoning Division, 1136 Washington Street, Columbia, South Carolina, 29201; (803) 545-3333, or viewed online at <http://www.weplanttogether.org>.

Requested by:

Assistant City Manager Gentry



Mayor

Approved by:



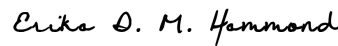
City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 3/16/2021

Final Reading: 4/20/2021

ORDINANCE NO.: 2021-051

(Bull Street Parking Facility 2/Construction and Development)

APPROVING THE USE OF CERTAIN FUNDS OF THE CITY OF COLUMBIA, SOUTH CAROLINA, IN ORDER TO ACQUIRE, CONSTRUCT, EQUIP AND DEVELOP LAND AND IMPROVEMENTS WITHIN THE BULL STREET DEVELOPMENT TO PROVIDE ONE OR MORE PARKING FACILITIES AND PAY CERTAIN COSTS ASSOCIATED WITH THE DEVELOPMENT THEREOF; AND OTHER MATTERS RELATING THERETO

WHEREAS, the City of Columbia, South Carolina (the "City"), is an incorporated municipality located in Richland County and Lexington County, and as such possesses all powers granted to municipalities by the Constitution and general laws of this State; and,

WHEREAS, pursuant to Section 5-5-10, Code of Laws of South Carolina, 1976, as amended (the "SC Code"), the City has selected the City Council-Manager form of government and is governed by a Council (the "City Council") composed of a Mayor and six council members which constitute the governing body of the City; and,

WHEREAS, Section 5-7-30 of the South Carolina Code provides, in part, that municipalities may enact ordinances, not inconsistent with the Constitution and general law of the State, respecting any subject which appears necessary and proper for the security, general welfare, and convenience of the municipality and for the preservation of the general health, peace, order and good government in the municipality, and further, under the case of *Williams v. Town of Hilton Head*, 429 S.E.2d 802 (1993), a municipality may enact regulations (ordinances) without the requirement for further specific statutory authorization so long as such regulations are not inconsistent with the Constitution and general law of the State; and,

WHEREAS, the City and BullStreet Development, LLC, as successor in interest to Hughes Development Corporation (the "Developer"), are parties to that certain Development Agreement Bull Street Neighborhood dated July 31, 2013 (as extended, assigned, and amended, the "Bull Street Development Agreement") pursuant to which the parties memorialized their respective contributions and commitments to the phased development and necessary public improvements for the mixed use development on approximately 181 acres located in the City (the "BullStreet Project"); and,

WHEREAS, parking is an essential public service provided by the City serving a valid and valuable public purpose and is a benefit to the City and the BullStreet Project which is located in the City; and,

WHEREAS, pursuant to the Bull Street Development Agreement, upon the achievement of certain milestones by Developer, the City is obligated to construct or cause to be constructed structured parking facilities designated by Developer as required to achieve the desired urban scale and character of the BullStreet Project which facilities are to include parking garages which shall contain a total of no more than 1,600 parking spaces (with such permissible additional parking facilities as contemplated in the Bull Street Development Agreement) (the "Parking Facilities"); and,

WHEREAS, the Developer has achieved and surpassed the milestones required by the Bull Street Development Agreement for the construction of the Parking Facilities; and,

WHEREAS, pursuant to Ordinance No. 2020-106 and Resolution No. R-2020-103 enacted or adopted by the City Council on December 1, 2020, the City undertook the finance and development of the first of the Parking Facilities, together with equipment necessary for the operation thereof, which shall contain in the aggregate approximately eight hundred sixty-eight (868) parking spaces (the "Parking Facility 1"); and,

WHEREAS, the City desires to cause the second of the Parking Facilities, together with equipment necessary for the operation thereof, which shall contain in the aggregate no less than seven hundred thirty-two (732) parking spaces (the "Project" or "Parking Facility 2"), to be constructed in order to fulfill its obligations under the Bull Street Development Agreement; and,

WHEREAS, pursuant to the Bull Street Development Agreement, Developer is to convey sufficient real property free of monetary liens and with marketable title, consisting of one or more parcels, to the City for the Project (collectively, the "City Parcels"); and,

WHEREAS, pursuant to the Bull Street Development Agreement, Developer has advised the City that the Project may consist of two multi-story parking facilities (each a "Project Component") that collectively total no less than seven hundred thirty-two (732) parking spaces; and,

WHEREAS, each Project Component, including the City Parcels, will be owned by the City and operated by or on behalf of the City and used for public parking by the general public, consistent with the City's other parking facilities that have been traditionally financed or refinanced with parking facilities revenue bonds issued under the General Bond Ordinance No. 2005-119 (or predecessor bond ordinances thereto) enacted by City Council on November 9, 2005, as amended and supplemented (as so amended and supplemented, the "Parking Bond Ordinance"); and,

WHEREAS, based on estimates and other information previously provided by the Developer, the City anticipates that the costs to acquire, construct, equip and develop the Project, including land acquisition costs and contingency (if any), will be approximately \$20,400,000 (the "Project Costs"), and that it would be unable to finance such Project Costs with parking facilities revenue bonds issued under the Parking Bond Ordinance (the "Parking Bonds"), unless significant rate increases across the City's parking system were implemented; and,

WHEREAS, because the City is obligated to provide Parking Facilities under the Bull Street Development Agreement and the first of the Project Components is needed within the next 18-24 months to satisfy demand for parking, but the City is presently unable to issue Parking Bonds without implementing significant rate increases across its parking system, it is proposed that the City would initially finance the Project Costs with funds previously contributed by the City into one or more funds or accounts which are presently available to be used to fund future healthcare benefits for City retirees (the "City Funds") to be drawn as described herein, but will repay or replenish the City Funds so drawn from a future issuance of Parking Bonds or available Net Revenues of the Parking Facilities, as such terms are defined in and under the Parking Bond Ordinance; and,

WHEREAS, the City believes that the use of the City Funds for the purposes described above is responsible and prudent for several reasons:

- (1) the City would delay or defer issuing debt and paying associated interest and other financing costs to pay for the Project Costs until the fiscal year ending June 30, 2037 ("Fiscal Year 2037");
- (2) the City would not burden its parking system by incurring additional debt in the short term and/or the City can avoid significant rate increases across its parking system to permit such debt to be issued;
- (3) the Project's operations would help the financial condition of the City's parking system without having to pay the debt service cost for debt issued to construct the Project until Fiscal Year 2037;
- (4) together with the Parking Facility 1, the City would satisfy its commitment to provide all of the Parking Facilities contemplated under the Bull Street Development Agreement;
- (5) the City Funds drawn as described herein will be used to acquire, construct and equip the Project, which are important and much-needed assets to serve a public purpose and are and will remain the property of the City; and
- (6) when the City Funds drawn as described herein are repaid in Fiscal Year 2037, the City will repay or replenish the City Funds initially drawn including a cumulative rate of return thereof equal to 1.5% per annum, which benefits the City's retirees.

WHEREAS, City Council has authorized and approved, by separate resolution, the execution and delivery by the City of a Parking Facility 2 Development Agreement with the Developer, related to the Project (the "Parking

Facility 2 Development Agreement”), pursuant to which the Developer will agree to develop and construct the Project, and the City will agree to fund the Project Costs; and,

WHEREAS, in order to ensure the development and utilization of the Project pursuant to the Bull Street Development Agreement and the Parking Facility 2 Development Agreement, and to satisfy the City’s commitments thereunder, it is necessary and in the best interests of the City to fund the Project Costs, as herein approved and authorized; and,

WHEREAS, the undertaking authorized by this Ordinance is necessary and in the best interest of the City; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2021 as follows:

Section 1. Recitals and Authority for Ordinance. It is hereby declared and found that the recitals of this Ordinance set forth herein are in all material respects true and correct.

Section 2. Approval of Funding and Future Repayment or Replenishment. The City Council does hereby approve funding of the Project Costs, and hereby approves the use, from time to time, of the City Funds for the purposes described in this Ordinance, including but not limited to funding of the Project Costs. The Project, once completed, shall constitute a part of the Off-Street Parking Facilities as defined in and for the purposes of the Parking Bond Ordinance.

The City shall repay or replenish the City Funds so drawn for the purposes described in this Ordinance during Fiscal Year 2037, from a series of Parking Bonds issued under the Parking Bond Ordinance or available Net Revenues of the Parking Facilities, as such terms are defined in and under the Parking Bond Ordinance, which repaid or replenished amounts shall consist of the amounts initially drawn to fund the Project Costs and shall include a rate of return equal to 1.5% per annum in order to compensate the City Funds so drawn for the use thereof to fund such Project Costs, taking into account such factors as the length of time until such amounts are repaid, lost opportunity costs and other applicable investment earnings; provided, that (1) nothing herein shall bind any future City Council and (2) the City’s obligation to repay or replenish the City Funds so drawn as described above shall be limited to the sources described above and nothing herein shall create a general obligation or indebtedness of the City or constitute a pledge of the full faith, credit or taxing power of the City therefor.

Section 3. Official Action. This Ordinance shall constitute the City’s declaration of official intent pursuant to Regulation §1.150-2 of the Internal Revenue Code of 1986, as amended (the “Code”) to reimburse the City from a portion of the proceeds of the Parking Bonds (if issued as tax-exempt obligations) or other tax-exempt bonds issued by or on behalf of the City, if any, for such purposes (the “Reimbursement Bonds”) for expenditures it anticipates incurring (the “Expenditures”) with respect to the Project prior to the issuance of the Reimbursement Bonds; provided, however, that nothing herein shall commit the City to issue the Reimbursement Bonds (or any portion thereof) in the future. The Expenditures which are reimbursed are limited to Expenditures which are: (1) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principles; or (2) certain *de minimis* or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. As described above, the source of funds for the Expenditures with respect to the Project would be the City Funds. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such project was placed in service, but in no event more than three (3) years after the original Expenditures.

Section 4. Authorization. The City Manager, for and on behalf of the City, is fully empowered and authorized to take such further action and to execute and deliver such additional documents as may be necessary to effect the transaction contemplated hereby, and the action of such officer in executing and delivering any necessary documents, in such form as the City Manager shall approve, is hereby fully authorized.

Section 5. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Effective Date of Ordinance. This Ordinance shall take effect and be in full force from and after the date of its enactment.

Requested by:

Mayor and City Council

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Deputy City Attorney

City Clerk

Introduced:

Final Reading:

RESOLUTION NO.: R-2021-052

*Authorizing the City Manager to execute a Parking Facility 2 Development Agreement
between the City of Columbia and BullStreet Development, LLC*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2021, that the City Manager is hereby authorized to execute the attached Parking Facility 2 Development Agreement and any documents necessary and approved by the City Attorney, between the City of Columbia and BullStreet Development, LLC to fulfill the obligations of the City under the Bull Street Development Agreement.

(Funding Source: 5329999-658650 & 5329999-658660

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Dana M. Thye

Deputy City Attorney

City Clerk

Introduced:

Final Reading:

PARKING FACILITY 2 DEVELOPMENT AGREEMENT

This **Parking Facility 2 Development Agreement** (this "PF-2 Development Agreement") is made and entered into as the date of the last signature hereinbelow (the "Effective Date") by and between the **City of Columbia, South Carolina** (the "City") and **BullStreet Development, LLC** ("Developer") (Developer and the City are occasionally herein referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, the City is a body corporate and politic and a municipal corporation of the State of South Carolina and has the requisite power and authority to enter into and perform its obligations under this PF-2 Development Agreement and;

WHEREAS, Developer is a limited liability company organized under the laws of the State of South Carolina and has the requisite power and authority to enter into and perform its obligations under this PF-2 Development Agreement and;

WHEREAS, the City and Developer (as successor in interest to Hughes Development Corporation) are parties to that certain Development Agreement Bull Street Neighborhood dated July 31, 2013 (as extended, assigned, and amended, the "Bull Street Development Agreement") pursuant to which the parties memorialized their respective contributions and commitments to the phased development and necessary public improvements for the mixed use development on approximately 181 acres located in the City (the "BullStreet Project") and;

WHEREAS, parking is an essential public service provided by the City serving a valid and valuable public purpose and is a benefit to the City and the BullStreet Project which is located in the City and;

WHEREAS, pursuant to the Bull Street Development Agreement, upon the achievement of certain milestones by Developer, the City is obligated to construct or cause to be constructed structured parking facilities designated by Developer as required to achieve the desired urban scale and character of the BullStreet Project which facilities are to include parking garages which shall contain a total of no more than 1,600 parking spaces (with such permissible additional parking facilities as contemplated in the Bull Street Development Agreement) (the "Parking Facilities") and;

WHEREAS, Developer has achieved and surpassed the milestones required by the Bull Street Development Agreement for the construction of the Parking Facilities and;

WHEREAS, the Parties have heretofore executed a Parking Facility 1 Development Agreement dated December 17, 2020 (the "PF-1 Development Agreement"), in connection with the construction and development of the first of the Parking Facilities, together with equipment necessary for the operation thereof, which shall contain in the aggregate approximately eight hundred sixty-eight (868) parking spaces (the "Parking Facility 1"); and

WHEREAS, the City desires to cause the second of the Parking Facilities, together with equipment necessary for the operation thereof, which shall contain in the aggregate at least seven hundred and thirty-two (732) parking spaces ("Project" or "Parking Facility 2"), to be constructed in order to fulfill its obligations under the Bull Street Development Agreement and;

WHEREAS, pursuant to the Bull Street Development Agreement, Developer is to convey sufficient real property free of monetary liens and with marketable title, consisting of one or more parcels, to the City (collectively, the "City Parcels") for the City or Developer to construct the Project and;

WHEREAS, pursuant to the Bull Street Development Agreement, City and Developer may elect for the Project to consist of one or two multi-story parking facilities (each a "Project Component") that collectively total no less than seven hundred and thirty-two (732) parking spaces; provided that, the smaller of the two Project Components will be referred to herein as the "Second Additional Parking Facility" and;

WHEREAS, pursuant to the Bull Street Development Agreement, the Parties have agreed that the design, construction and development of the Project shall be managed by Developer with related costs reimbursed by the City in fulfillment of the City's obligations under the Bull Street Development Agreement with respect to the second of the Parking Facilities and;

WHEREAS, the Parties now desire to enter into this PF-2 Development Agreement to set forth the Parties' respective rights and obligations with respect to the design, construction and development of the Project and;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the Parties as follows:

1. **Design Phase.**

a. After the Effective Date, Developer, in collaboration with the City, shall prepare and submit to the City's Designee (as defined herein) preliminary plans and an anticipated budget for the costs of the design, permitting, development, and construction of Parking Facility 1 (the "Budget"). The Budget shall include construction costs (including soft costs), real estate-related costs, title insurance, legal expenses, the Developer's fee and other costs to be incurred by the City in connection with the Project in a form similar to Exhibit A attached hereto. The Parties agree that the Budget will not exceed the lesser of \$25,000 per parking space or \$18,300,000, subject to modification as permitted in the following paragraph. If, within 30 days of receipt of the Budget by the City Designee, the Budget or other preliminary due diligence materials are not satisfactory to either Party, such Party may terminate this PF-2 Development Agreement by providing written notice of such termination to the other Party. In the event of such termination, Developer shall assign all due diligence materials related to this PF-2 Development Agreement to the City, and, in the event of a termination by the City, the City shall reimburse Developer for any reasonable and documented third-party costs incurred by Developer related to this PF-2 Development Agreement, and the Parties' respective rights and obligations shall revert to the terms of the Bull Street Development Agreement. Notwithstanding the foregoing, in the event Developer terminates this PF-2 Development Agreement as set forth above, the City shall not be obligated to reimburse Developer for any third-party expenses specific to the contemplated City Parcel for the Project if such City Parcel is not subsequently conveyed to the City for the construction of Parking Facility 2. In such event, Developer shall not be obligated to assign materials related to expenses not reimbursed by City. Upon the City's approval of the Budget, as soon as practical, Developer, in collaboration with the City, shall complete and submit to the City's Designee initial plans and specifications for the preliminary design of the Project and acquisition of the necessary equipment for the operation thereof (the "Preliminary Construction Plans"), within the parameters of the Budget. As soon as practical after receiving the City's approval of the Preliminary Construction Plans, Developer shall submit final plans and specifications for approval in order to proceed with construction of the Project and acquisition of the necessary equipment for the operation thereof based on the approved Budget and Preliminary Construction Plans (the "Construction Plans"). Notwithstanding anything to the contrary contained herein, the City shall not object to any components of or modifications to the Construction Plans which are necessitated by governmental laws and regulations affecting the Project,

the actions of the City, or as a result of a drafting, coordination, mechanical or technical error in the Construction Plans. For purposes of this PF-2 Development Agreement, (1) the "City's Designee" shall mean Gregory Tucker or such other person designated by the City in writing to Developer as the City's representative to receive notices or other information under this PF-2 Development Agreement, and (2) a "Business Day" shall mean a day other than a Saturday, Sunday, holiday or other day on which the City is closed when authorized or permitted by law or ordinance to be closed, upon which City operations are conducted on a regular basis.

Notwithstanding the foregoing, Developer, with the consent of the City and such consent shall not be unreasonably withheld, conditioned or delayed, may modify the Construction Plans to the extent (i) the modification does not increase the allocation of the approved Budget applicable to the City or reduce the number of available parking spaces beyond five (5) and (ii) no substantial change in the exterior architectural appearance of the Project is affected. Any such modifications are herein referred to as a "Permitted Change" and shall be deemed to be part of the approved Construction Plans. Prior to or concurrent with the City's approval of the Construction Plans, Developer may submit a modification request to the Budget to the City's Designee if necessary to reflect increased material costs, unforeseen circumstances, or other cost overruns not anticipated by the Parties. The City's Designee, together with the appropriate City staff, shall have the right to approve or disapprove the Budget modification, in the City's sole discretion, provided such modification does not increase the total Budget by more than ten percent (10%) over the initial budgeted amount for Parking Facility 2. If the City does not approve the requested Budget modification, Developer may terminate this PF-2 Development Agreement by providing written notice of such termination to the City. In the event of such termination, (1) Developer shall deed to the City the real property intended to be used for the Parking Facility 2 (or if construction has not started), sufficient real property to complete the Project in accordance with the Plans suitable for accommodating the Parking Facility 2 as initially designed), consisting of one or more parcels free of monetary liens and with marketable title, for the City or Developer to construct the Project and (2) Developer shall assign all due diligence materials related to this PF-2 Development Agreement to the City, (3) the City shall reimburse Developer for any reasonable and documented third-party costs incurred by Developer related to this PF-2 Development Agreement, and (4) the Parties' respective rights and obligations shall revert to the terms of the Bull Street Development Agreement. In the event the Parking Facility 2 will be a component of a larger mixed-use development, the City shall only be responsible for the cost associated with a stand-alone structured parking facility and not added design/construction elements arising from the Additional Development (as defined below) components. The City and Developer shall work together to identify the added costs associated with a mixed-use project and any such costs shall be borne by other than the City. For purposes of identifying such additional costs, the Parties agree that the scope of vertical construction of Parking Facility 1 is representative of a stand-alone structured parking facility.

b. All references to the Project shall apply independently to the design and construction of each Project Component. The Parties respective rights and obligations regarding the inspection and operation of the Project as set forth in Sections 4 and 5 shall also apply independently to each Project Component.

2. **Conveyance of the City Parcels.** Prior to the Commencement Start Date (as defined herein), Developer shall, by limited warranty deed ("Deed"), convey or cause to be conveyed fee simple title to the City Parcels to the City subject only to such easements, liens, encumbrances, restrictions, or other matters as may be set forth in the title insurance policy procured by or for the benefit of the City, including a Building Site Declaration (the "Building Site Declaration") to be recorded prior to the Deed which, in addition to other covenants, conditions, and restrictions, will reserve for Developer the option for an air rights easement or air rights deed sufficient to provide a title insurable and financeable legal structure for development, at the sole expense of the Developer, of the air rights above the City Parcels and the Project (the "Additional Development") together with any easements necessary to provide access and support to such Additional Development; provided, that the Additional Development shall not reduce the number of

parking spaces or in any way impair or prevent the City's operation of the Project (or any portion thereof) for its intended purposes or the tax exempt nature of the Project from *ad valorem* property taxes. The Parties acknowledge that the Additional Development currently contemplated includes a mixed-use development above and adjacent to the Parking Facility 2. In connection with the Additional Development, Developer intends to negotiate an Area Declaration (the "Multi-Use Entertainment Venue Area Declaration") that encompasses Segra Park and all adjacent parcels to govern the respective rights and obligations of the owners and occupants of each parcel. The Multi-Use Entertainment Venue Area Declaration will be in a form agreeable to both parties.

The Parties will use their reasonable good faith efforts to cooperate with one another and provide documents reasonably requested in connection with such structuring and any filings with taxing authorities related thereto. The Parties agree that during or after construction of either Project Component, Developer at its expense may adjust the size or location of the City Parcels (provided, that the City Parcels as modified in size or re-located shall remain sufficient for the construction and operation of the Project as originally intended hereby and satisfy the conditions set forth in the foregoing paragraph) and the Parties will execute, deliver and record such documents or instruments as may be necessary to reflect such adjustments to size or location.

3. Construction of the Project.

a. Within one hundred eighty (180) days of the City's approval of the Construction Plans ("Commencement Start Date"), Developer shall commence construction of the first Project Component substantially in accordance with the Budget, the Construction Plans, and applicable laws. In the event the Parties elect to construct a Second Additional Parking Facility, within one hundred twenty (120) days after the construction of the first Project Component ("Second Commencement Start Date"), Developer shall commence construction on the second Project Component. Notwithstanding the foregoing, the Commencement Start Date and/or the Second Commencement Start Date will be deferred one (1) day for each day that delivery of permits or approvals required hereunder to Developer is delayed where such delay is not the result of unreasonable actions or inactions of Developer. Developer may contract with a project management company of its choice with the prior written consent of the City's Designee (which shall not be unreasonably withheld, conditioned, or delayed) to perform Developer's obligations under this PF-2 Development Agreement.

b. In the event the Parties elect to construct a Second Additional Parking Facility, Developer shall construct on the City Parcels each Project Component and related improvements concurrently, in accordance with the Construction Plans approved by Developer and the City pursuant to Section 1 above. During the construction of the Project, Developer shall be responsible for and shall pay all charges incurred for the connection to and use of any and all utility services at the City Parcels for the Project and for any permits, approvals or consents necessary to construct the Project and other improvements contemplated hereby on the City Parcels. The City shall cooperate in connection with the efforts of Developer to obtain any such permits, approvals or consents.

c. Developer shall make such payments and take such actions as shall be necessary or appropriate to prevent or remove any claims or liens filed by any contractors, subcontractors, agents, employees or other representatives engaged by Developer (the "Developer Representatives"), except for such claims or liens that arise as a result of the City wrongfully not performing its payment obligations under Section 3(d) with respect to the work performed by or services provided by such Developer Representatives, such as, but not limited to, mechanic's lien claims, and reasonable attorney's fees and costs of defending and removing any such claim or lien, whether by bonding, payment or otherwise. Developer shall (i) obtain (and assign to the City to the extent in effect and assignable at Completion (as defined in Section 4(a)) all commercially customary express warranties from such third parties relating to the Project, and (ii) neither

waive or disclaim any such express warranties or warranties arising from applicable common law or statutory laws, rules or regulations. The Project includes all improvements located on the City Parcels from time to time including but not limited to all permanent attachments thereto, buildings, excavations, grading, utility installations, foundations, footings, paving, trees, bushes, vines, plantings, machinery, engines, motors, fittings, piping, connections, conduits, ducts, electrical wiring and outlets, equipment of every kind and description now or hereafter used or procured for use in connection with such improvements and all replacements and substitutions for any and all of the foregoing and each Project Component includes such portions of the foregoing as may be used in connection with such Project Component and all replacements and substitutions thereof.

d. It shall be the duty of Developer to secure from the design professionals, contractors, and any other vendors performing work on the Project invoices for services rendered during the development of each Project Component. Developer shall then submit to the City requests for payment for materials and services which apply to the Project; provided, that the Parties acknowledge that the City may pay directly its advisors, attorneys and other costs it directly incurs (including title insurance premium and real-estate services) in connection with the Project which are included in the Budget, rather than paying Developer for such expenses. To the extent such amounts will reduce the amount available in the Budget to pay for other Project Costs, the City shall first obtain Developer's approval for such costs being paid directly by the City, such approval not to be unreasonably withheld, conditioned or delayed. All requests for payment which Developer submits to the City for design and construction of the Project shall be accompanied by (i) a schedule of values showing that the costs incurred are supported by the Budget, and (ii) original invoices and/or requests for payment submitted by the vendors. The City shall then have twenty (20) days within which to review and submit payment, or in the alternative to submit in writing any objection to all or a portion of the request for payment, or to specify what additional information is needed on particular items in order to make a determination of the cost allocation. If the City makes an objection or request for additional information in lieu of payment, Developer shall have five (5) days from receipt of the City's notice to withdraw any portion of the payment request, modify the payment request, or substantiate the questioned expense(s). Once any questioned expense is reasonably substantiated, the City shall have five (5) days within which to submit payment. The aggregate amount of the City's payments to the Developer for each Project Component shall not exceed the City's total payment amount identified in the Budget, plus any additional amounts the City has specifically agreed to pay for changes as provided in Section 3(c) below. Developer agrees that all costs not covered by the Budget shall be paid solely by Developer unless such costs were approved in advance by the City pursuant to this PF-2 Development Agreement or otherwise caused by the City. Notwithstanding the foregoing, Developer will be entitled to apply any previously achieved savings in any completed category of the Budget to pay for any such cost over runs. In addition, Developer may from time to time may reallocate the contingency fund line item in the Budget to pay necessary costs of the Project to the extent not covered by a line item in the Budget.

e. If the parties encounter unexpected circumstances during construction of the Project, they shall confer without delay. Except for Permitted Changes, no material change to plans and specifications for either Project Component or approval of any change order to the primary construction contract may be made unless approved in writing by and through the City's Designee (for purposes of this subsection, email can be written approval). Change directives which Developer makes to the contractors or design professionals regarding the Project are made at Developer's own risk if such instructions are issued without the prior approval of the City. The City shall not give instructions or directives to the contractors or design professionals; the City shall instead submit any proposed instructions or directives to Developer for consideration. Developer will use reasonable efforts to implement any instructions or directives desired by the City, so long as the City pays any additional cost and the work is not delayed. However, this restriction on the City making directives shall not apply to those instructions issued in the administration of state and local laws or in assuring public safety, regardless of expense to Developer or to the City.

4. Inspection.

a. The City shall have the continuing right through completion of each Project Component, as evidenced by the issuance of a certificate of substantial completion by Developer and a certificate of occupancy by the applicable authority or jurisdiction ("Completion"), to enter on and inspect each Project Component for the purpose of verifying, inspecting, investigating, and reviewing the physical condition of such Project Component (an "Inspection" or the "Inspections").

b. Developer shall notify the City's Designee of the anticipated date of Completion of each Project Component and delivery thereof to the City at least thirty (30) days in advance of such date. Developer shall provide subsequent written notice to the City confirming the Completion of each Project Component. Within thirty (30) days of Developer's written notice of Completion of each Project Component, the City shall conduct an Inspection of said Project Component in order to identify any defects in construction of said Project Component and the City's Designee shall notify Developer, in writing, within thirty (30) days of Developer's notice of Completion, of its approval or disapproval of said Project Component. If the City disapproves, then the City's Designee's notice of disapproval must describe, with reasonable specificity, the basis for such disapproval, including a list of "Punch-List Items" which detail the construction, mechanical, or electrical adjustments to be completed or repaired in order to bring the construction into conformity with the approved Construction Plans. Notwithstanding the foregoing, provided Developer, in accordance with the disapproval notice from the City, has used commercially reasonable efforts in addressing the City's Punch List Items in order to bring the construction into conformity with the approved Construction Plans, the City may not further disapprove the Project Component, subject to latent defects. If either Party shall continue to dispute a Punch List Item or the manner in which the Punch List Item was addressed, such Party shall provide written notice to the other Party and the dispute shall be resolved in the manner set forth in Section 7(b) below.

c. Developer shall reasonably cooperate with the City in connection with the Inspections, including, without limitation, the prompt provision of responses and reasonable documentation to the City so long as such requests would not result in (1) a delay to the commencement of construction of each Project Component, or (2) delay to the Completion of construction of the applicable Project Component if construction has already commenced. The City agrees to conduct all Inspections in a manner that will not cause any lien or claim of lien to exist as against any part of the BullStreet Project and agrees to repair any damage to BullStreet Project to its condition prior to any such Inspections, but only to the extent any such damage was caused by the City or its agents, employees, consultants, contractors or other service providers ("Representatives"). Copies of all final reports, data and studies collected or prepared by third party agents, consultants, contractors or other service providers (other than legal counsel) engaged by the City (the "City Consultants") in connection with any such Inspections shall be promptly provided to Developer by the City at no cost to Developer. To the extent the City engages any City Consultants to perform any Inspections the City shall cause such City Consultants to maintain commercial general liability and property damage insurance in reasonable forms and amounts to insure against all liability of any City Consultants arising out of their entry or inspections pursuant to the provisions hereof. The City shall provide Developer with evidence of all City Consultants' insurance coverage prior to any Inspections or entry by such City Consultants. Developer may also impose upon the City and its Representatives such reasonable rules and regulations as Developer may elect to implement in light of the development and construction activities in progress due to safety issues and concerns or otherwise. The City shall not have the right to conduct any tests on materials or equipment used in the construction of the Project in any manner that could reasonably be expected to damage or injure any component of the Project or delay construction of the Project. Notwithstanding any other provision set forth in this PF-2 Development Agreement, the Inspections shall not include any invasive environmental testing, survey or investigation of the Project or the City Parcels without the prior written approval of Developer (which shall not be unreasonably withheld, conditioned, or delayed).

5. Hazardous Materials.

a. Neither Developer nor any of its officers, directors, employees, representatives, agents, contractors, subcontractors, successors or assigns (collectively, the "Developer Parties") shall use, generate, manufacture, refine, produce, process, store or dispose of any Hazardous Materials (as defined herein) in, on, under or about the City Parcels or the Project (collectively, the "Property") or transport any Hazardous Materials to or from the Property, except for the storage and use of any Hazardous Materials that is consistent with the construction of the Project and only in material compliance with all applicable Hazardous Materials Laws (as defined herein). If any of the Developer Parties cause (whether by affirmative act or failure to act) any contamination of the Property by Hazardous Materials (collectively, "Responsible Party Contamination"), Developer, at its sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Property or the water underlying the Property in accordance with applicable Hazardous Materials Laws and industry standards then prevailing in the State. Notwithstanding the foregoing, prior to taking any required remedial action in response to any Responsible Party Contamination in or about the Property, or entering into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Responsible Party Contamination, Developer shall first notify the City of its intention to do so and afford the City the opportunity to appear, intervene or otherwise appropriately assert and protect its interest with respect thereto. The Developer's undertakings under this Section 5 shall survive the termination of this PF-2 Development Agreement.

b. To the extent Developer has knowledge of the following, it shall notify the City in writing of (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Property pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any Person against the Party or the Property relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Property; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Property.

c. For purposes of this PF-2 Development Agreement, "Hazardous Materials" means any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and all other materials, substances and/or wastes (including infectious, medical, and potentially infectious biomedical waste), which are or later become regulated by any local governmental authority with jurisdiction over the Property, the State or the United States, including substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in any Hazardous Materials Laws and "Hazardous Materials Laws" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; all corresponding and related State and local statutes, ordinances and regulations, including any dealing with underground storage tanks; and any other environmental law, regulation, or ordinance (federal, state or local) now existing or later enacted which governs the Property.

6. Insurance; Indemnification.

a. From the Commencement Start Date through the Completion of the Project, Developer shall maintain the following insurance coverages, and the City shall be entitled to receive annually (or reasonably upon written request) a certificate or other evidence of such insurance and not less than thirty (30) days prior written notice of termination or expiration (if not renewed) of such insurance:

- i. Builder's Risk Insurance. "Special Form Cause of Loss" insurance policies insuring the improvements on the City Parcels against, including, but not limited to, fire, wind, rain,

flood, earthquake, damage from civil unrest, extended coverage, vandalism, and malicious mischief insurance on the Property and any additions or modifications thereto. Such insurance shall be maintained for the Term and each policy shall be in an amount equal to the full replacement value of the Project.

- ii. Liability Insurance. For the benefit of Developer and the City, occurrence based general liability insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from the death or bodily injury of persons or damage to the property of others caused by accident or occurrence (including contractual liability endorsement), with limits of not less than with limits of not less than \$5,000,000 for a loss arising from a single occurrence and not less than \$10,000,000 in the aggregate per occurrence regardless of the number of claims made, and \$2,000,000 for property damage per occurrence, excluding liability imposed upon Developer by any applicable worker's compensation law.
- iii. Failure to Maintain Insurance. If Developer fails to procure or maintain any insurance required hereunder, the City has the right, but in no event shall be obligated, at the City's election, upon at least ten (10) days prior written notice to Developer, to procure and maintain such insurance on Developer's account and, upon written demand, Developer shall reimburse the City for such cost.

b. Developer shall indemnify the City for any claims made against the City as a result of the construction of the Project during the term of this PF-2 Development Agreement, except for claims resulting from the negligence or willful misconduct of the City or its employees or City Consultants. The Developer's undertakings under this Section 6 shall survive the termination of this PF-2 Development Agreement.

7. Default.

a. Event of Default; Notice and Cure. The failure of Developer or the City to comply with the terms of this PF-2 Development Agreement not cured within sixty (60) days after written notice from the non-defaulting Party to the defaulting Party (as such time period may be extended with regard to non-monetary breaches for a reasonable period of time based on the circumstances, provided such defaulting Party commences to cure such breach within such sixty (60) day period and is proceeding diligently and expeditiously to complete such cure) shall constitute a default, entitling the non-defaulting Party to pursue such remedies provided at law or in equity, including specific performance; provided however no termination of this PF-2 Development Agreement may be declared by either Party absent its according the other Party notice and opportunity to cure as set forth above and the Parties engaging in the Dispute Resolution process outlined in 7(b) below. The parties recognize that actions taken by a Party which prevent performance by the other Party in whole or in part, may excuse such non-performance.

b. Dispute Resolution. In the event of a material claim, disagreement, dispute, problem or other matter in controversy hereunder or if a default by either Party has been noticed by the non-defaulting party and remains uncured beyond any applicable cure period prior to either Party bringing or filing any action at law or in equity (hereinafter each shall be referred to individually or collectively as a "Dispute"), which Dispute shall be described in writing by at least one Party (a "Statement of Dispute"), the Parties shall first attempt to resolve the Dispute using a process of informal communication between the City's Designee and the President of Developer. The Parties shall make reasonable, good faith efforts to reach a mutually acceptable resolution of the Dispute within a timely manner using this informal process, but in no event shall this process take more than thirty (30) days from the date the Statement of Dispute is received by all Parties. If the Parties are unable to resolve a Dispute within the thirty (30) days following the date of receipt

of a Statement of Dispute, it will be referred to mediation per rules to be established by mutual agreement, or if the Parties are unable to agree upon the rules of mediation, the mediation shall be conducted pursuant to the Commercial Mediation Rules of the American Arbitration Association. If mediation fails, enforcement may be sought by an appropriate action at law or in equity for damages or the specific performance of the covenants, agreements, conditions and obligations contained herein.

c. City Regulatory Oversight. Nothing herein shall be deemed or construed to preclude the City or its designee from issuing stop work orders or voiding permits issued for any Project Component when such construction contravenes the provisions of the zoning regulations or other City or State building codes.

8. City Authority; Satisfaction of Obligations Under Bull Street Development Agreement; Good Faith Performance. The City represents to Developer that this PF-2 Development Agreement has been fully authorized and approved by the City Council in accordance with all lawful requirements for approving agreements of this nature and that the City has full power and authority to perform its obligations under, as and when required by this PF-2 Development Agreement. The Parties acknowledge that the completion of Parking Facility 1 contemplated under the PF-1 Development Agreement and the completion of the Project contemplated under this PF-2 Development Agreement are each in partial fulfillment of obligations agreed to by the City in the Bull Street Development Agreement, and therefore the City's obligations thereunder with respect to the construction of the Parking Facilities shall be satisfied by the execution, delivery and completed construction of 1600 structured parking spaces in accordance with the PF-1 Development Agreement and this PF-2 Development Agreement. Each Party represents to the other that it will use reasonable efforts and act in good faith in the performance of its obligations under this PF-2 Development Agreement.

9. Successors and Assigns. This PF-2 Development Agreement shall be enforceable by any Party, including successors and assigns, in any court of competent jurisdiction located in Richland County, South Carolina. Subject to the Dispute Resolution provisions set forth herein, enforcement may be sought by an appropriate action at law or in equity for damages or the specific performance of the covenants, agreements, conditions and obligations contained herein. The prevailing Party in such action shall have the right to recover reasonable attorney's fees and costs associated with such enforcement. Developer may, in its role as master developer, subject to the prior consent of City, which will not be unreasonably withheld, conditioned or delayed, assign its rights and delegate its duties under this PF-2 Development Agreement in part or whole to another developer or developers and/or its lender(s) in the form of a collateral assignment. The City may, as a prior condition to considering any request for consent to an assignment, require Developer to obtain and submit current financial statements of any proposed assignee and such other financial documentation relative to the proposed assignee as the City may reasonably require. No assignment consented to by the City shall be effective unless and until the City receives an original assignment and assumption agreement, in form and substance satisfactory to the City and Developer, signed by Developer and Developer's proposed assignee, whereby the assignee assumes due performance of this PF-2 Development Agreement. The assignee shall become directly liable to the City for all assigned obligations as set forth in the assignment and assumption agreement, at which time, Developer shall have no further obligations or liability with respect to such assigned obligations.

10. Modification. This PF-2 Development Agreement may be modified or amended only by the written agreement of the Parties. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this PF-2 Development Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the Party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

11. **Notice.** Any notice, demand, request, consent, approval or communication which a Party is required to or may give to the other Party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such Party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or if by mail on the fifth (5th) Business Day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. Until different addresses are provided, all notices, demands, requests, consents, approvals or communications to the City shall be addressed to the City at

City Manager
P.O. Box 147
Columbia, SC 29217
(Hand Delivery to 1737 Main Street,
Columbia, SC 29201)

With a copy to:
City Attorney
P.O. Box 667
Columbia, SC 29202
(Hand Delivery to 1401 Main St., Suite 1000,
Columbia, SC 29201)

And to Developer:

BullStreet Development, LLC
PO Box 2567
Greenville, SC 29602
Attn: Robert E. Hughes III
(Hand Delivery to ONE North Main, Suite 902,
Greenville, SC 29601)

12. **Construction. Termination.** The Parties agree that each Party and its counsel have reviewed and revised this PF-2 Development Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this PF-2 Development Agreement or any amendments or exhibits hereto. Except as may be expressly set forth herein, upon Completion of the Project this PF-2 Development Agreement shall terminate.

13. **Severability.** The invalidity or unenforceability of any provision of this PF-2 Development Agreement shall not affect the other provisions hereof and this PF-2 Development Agreement shall be construed in all respects as if such invalid and unenforceable provision were omitted.

14. **Governing Law.** This PF-2 Development Agreement shall be governed by the laws of the State of South Carolina, and venue shall be in Richland County.

15. **Counterparts.** This PF-2 Development Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts together shall constitute but one and the same instrument.

16. **Agreement to Cooperate.** In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this PF-2 Development Agreement, the Parties hereby agree to cooperate in defending such action; provided, however, each Party shall retain the right to pursue its own independent legal defense.

17. **No Third-Party Beneficiaries.** The provisions of this PF-2 Development Agreement may be enforced only by the Parties hereto. No other persons shall have any rights hereunder.

18. **No Waiver.** The failure by any Party to exercise any power given to such Party under this PF-2 Development Agreement, or the failure to insist upon strict compliance by the other Party with the terms hereof, shall not be interpreted as a waiver of the right of the objecting Party subsequently to exercise such power or to insist upon the other Party's compliance.

19. **No Partnership; Further Acts.** The Parties hereby acknowledge that it is not their intention to create by this PF-2 Development Agreement a state law partnership, joint venture, tenancy-in-common, joint tenancy or agency relationship for the purpose of developing the Project or the Bull Street Project. The provisions of this Section shall survive expiration of this PF-2 Development Agreement. Each Party agrees to do such things, perform such acts and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this PF-2 Development Agreement, so long as any of the foregoing do not materially increase any Party's obligations hereunder or materially decrease any Party's rights hereunder.

IN WITNESS WHEREOF, the parties have set their hands and seals effective as of the day and year of the last signature hereinbelow.

WITNESS:

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Teresa B. Wilson, City Manager

Date: _____

WITNESS:

BULLSTREET DEVELOPMENT, LLC

By: _____
Robert E. Hughes III, President

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

EXHIBIT A
Budget Form

BUDGET FOR CITY PARKING GARAGES		
LAND	\$	\$1,000,000+
SURVEY	\$	donation
GEO-TECH	\$	
DESIGN E/A	\$	
GENERAL CONSTRUCTION	\$	
BOND?	\$	
INSURANCE	\$	
THIRD PARTY INSPECTIONS	\$	
DEVELOPER FEE (incl CM)	\$	
REAL ESTATE-RELATED FEES	\$	
LEGAL, TITLE & TRANSACTION COSTS	\$	
CONTINGENCY	\$	
CONSTRUCTION INTEREST	\$	
	\$	

RESOLUTION NO.: R-2021-060

Authorizing the acceptance of a Quit-Claim Deed from the South Carolina Department of Transportation for approximately 0.63 acre (Parcel A containing approximately 0.28 acre and Parcel B containing approximately 0.35 acre) near Hartford Street and SC Route 277 and Identified as Richland County TMS#14201-04-12 and TMS#14201-01-09; CIP Project #WM4039; CF#220-425

WHEREAS, the City has requested the purchase of surplus property from the South Carolina Department of Transportation identified as approximately 0.63 acre comprised of Parcel A containing approximately 0.28 acre and Parcel B containing approximately 0.35 acre near Hartford Street and SC Route 277 and Identified as Richland County TMS#14201-04-12 and TMS#14201-01-09 for CIP Project #WM4039. CIP Project #WM4039 has been identified as a Columbia Water project with the primary focus of upgrading the water system to meet current standards and regulations and to construct an alternate access to the Horseshoe Water Pump Station site; and,

WHEREAS, the Horseshoe Water Pump Station site is located in the Highland Park Subdivision and the current access extends between two houses. The new access will provide a wider and more convenient travel way for maintenance crews; and,

WHEREAS, approval is recommended by the Director of Utilities and the Director of Engineering; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2021, that for and in consideration of the sum of Five and No/100 (\$5.00) Dollars, the City Manager is hereby authorized to accept a deed from the South Carolina Department of Transportation to the City of Columbia conveying approximately 0.63 acre comprised of Parcel A containing approximately 0.28 acre and Parcel B containing approximately 0.35 acre near Hartford Street and SC Route 277 and Identified as Richland County TMS#14201-04-12 and TMS#14201-01-09 for CIP Project #WM4039.

The referenced property is shown on a drawing prepared for the South Carolina Department of Transportation, dated August 20, 2020, File 40.716, Portion of Sheet 37 (SC Route 277 at Hartford Street), and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under CIP Project #WM4039 and file reference #220-425. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

(Funding Source:

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Senior Assistant City Attorney

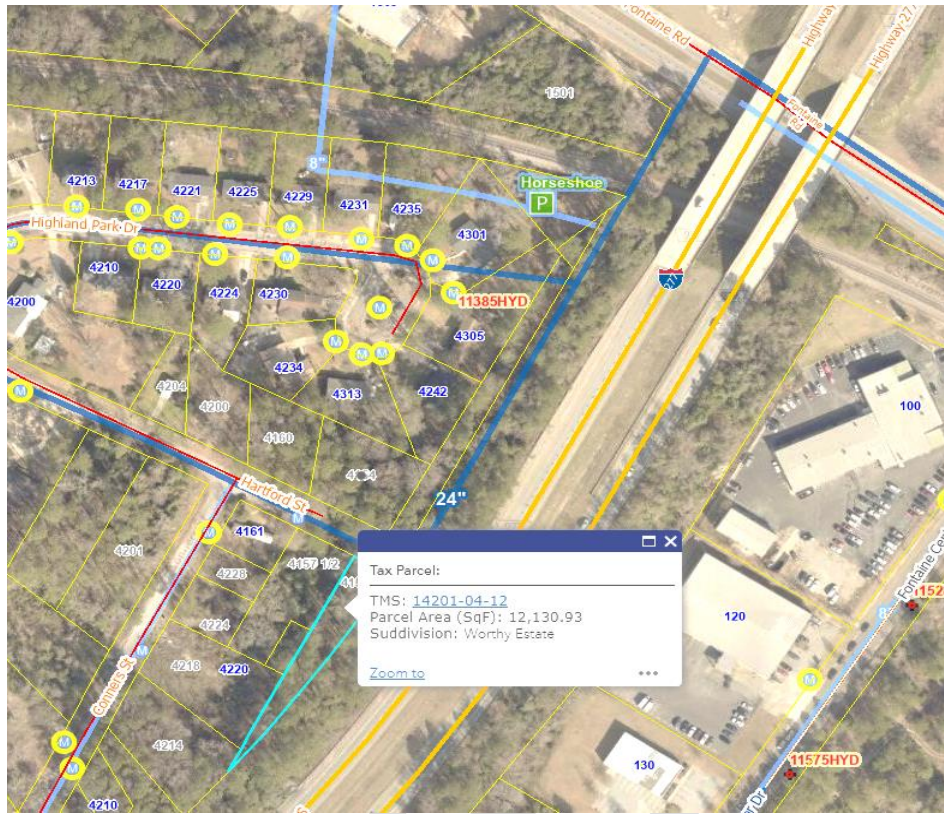
City Clerk

Introduced:

Final Reading:

RESOLUTION NO.: 4-2021-060
EXHIBIT "A"





-----SPACE ABOVE RESERVED FOR RECORDING PURPOSES-----

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) QUITCLAIM DEED

WHEREAS, pursuant to Section 57-5-340, Code of Laws of South Carolina, 1976, as amended, the South Carolina Department of Transportation has authority to dispose of the premises hereinbelow described, which premises are no longer required for purposes of the South Carolina Department of Transportation; Now Therefore, KNOW ALL MEN BY THESE PRESENTS, that the South Carolina Department of Transportation (“Grantor”), for and in consideration of the sum of Five and no/100 Dollars (\$5.00) to it in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, remise, release and quitclaim unto the City of Columbia (“Grantee”), all its right, title, interest in or to the following described property:

All those certain pieces, parcels, or tracts of land containing total of approximately 0.63 of an acre of land, situate, lying, and being in Richland County, State of South Carolina, and being shown on the South Carolina Department of Transportation Plans for SC Route 277, File 40.716, sheets 37 and 37A, and being further shown on Exhibit A attached hereto and made a part hereof. Said parcels being further described as follows:

Parcel A
(Approximately 0.28 of an acre)

Being bounded on the North by Hartford Street, on the East and South by SC Route 277 and on the West by unknown property owners.

This being a portion of the property acquired by the South Carolina Department of Transportation by Title to Real Estate from Harris Wilson dated April 22, 1971, and recorded in Book D-204 at Page 712 (Tract 106), by Title to Real Estate from Edward Stearn amd Katie Stearn (a/k/a Stern) dated June 16, 1971, and recorded in Book D-209 at Page 841 (Tract 107), and by Title to Real Estate from Edward Stearn (a/k/a Stern) dated June 16, 1971, and recorded in Book D-209 at Page 838 (Tract 109), and also being filed in the South Carolina Department of Transportation Deed Vault in Columbia, South Carolina under SC Route 277, File 40.716.

TMS No.: R14201-04-12

Parcel B
(Approximately 0.35 of an acre)

Being bounded on the North and West by unknown property owners and on the East and South by SC Route 277.

This being a portion of the property acquired by the South Carolina Department of Transportation by Title to Real Estate from J.B. Perry (a/k/a James B. Perry) dated October 30, 1970, and recorded in Book D-190 at Page 923 (Tract 110), and also being filed in the South Carolina Department of Transportation Deed Vault in Columbia, South Carolina under SC Route 277, File 40.716.

TMS No.: R14201-01-09

Attachment: SCDOT - Horseshoe Pump Station access road (6723 : Resolution No.: R-2021-060 SCDOT Quit-Claim Deed for 0.63 ac Hartford and SC 277)

Grantee's Address: Post Office Box 147
Columbia, South Carolina 29217

This conveyance is being made subject to any and all existing public utility rights of user, reservations, easements, rights of way, control of access, zoning ordinances and restrictions or protective covenants that may appear on record or on the premises for the benefit of parties other than Grantor.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned the **City of Columbia**, its heirs, successors and assigns, forever.

WITNESS the hand and seal of the South Carolina Department of Transportation this 13th day of October, in the year of our Lord Two Thousand Twenty.

Signed, sealed and delivered
in the presence of

Carol Brooks

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

By: Christy A. Hall (L.S.)
Christy A. Hall, P.E. Secretary of Transportation

Adrian Radker

By: Justin P. Powell (L.S.)
Justin P. Powell, Deputy Secretary for Finance
and Administration

THE STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

)
) **ACKNOWLEDGEMENT**
)

Personally appeared before me the above named Grantors on behalf of South Carolina Department of Transportation and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 13th day of October, 2020.

Adrian Radker

Notary Signature

Adrian Radker

Printed Name of Notary

NOTARY PUBLIC FOR THE STATE OF
SOUTH CAROLINA

My Commission Expires: 11/19/29
(Affix Seal if outside SC)

Attachment: SCDOT - Horseshoe Pump Station access road (6723 : Resolution No.: R-2021-060 SCDOT Quit-Claim Deed for 0.63 ac Hartford and SC 277)

January 2017

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

AFFIDAVIT FOR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred is located at SC Route 277
, bearing Richland County Tax Map Number R14201-04-12 and R14201-01-09, was transferred by South
Carolina Department of Transportation to City of Columbia
 on October 13, 2020.

3. The deed is exempt from the deed recording fee because (See Instructions section of affidavit): #1

If exempt under Exemption #14 as described as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ☐ or No ☒

4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction the Property Management Manager for SCDOT
5. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisonment not more than one year, or both.

Jean C Barnes

Responsible Person Connected with the Transaction

Jean C. Barnes

Print or Type Name Here

SWORN to before me this 13th day of October, 2020

Amy B. Grammona
 Notary Public for South Carolina

Amy B. Grammona

Printed Name of Notary

My Commission Expires: 2/28/30

Attachment: SCDOT - Horseshoe Pump Station access road (6723 : Resolution No.: R-2021-060 SCDOT Quit-Claim Deed for 0.63 ac Hartford and

RESOLUTION NO.: R-2021-063

Amending Resolution No.: R-2020-058 Certifying Building Sites as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1310 Lady Street, Richland County TMS #11401-03-01

WHEREAS, Resolution No.: R-2020-058 Certifying Building Sites as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1310 Lady Street, Richland County TMS #11401-03-01 was adopted by City Council on May 19, 2020; and,

WHEREAS, the property owner desires to amend the resolution to specify the exact number of buildings and building sites to be certified as eight (8); and,

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act of 2013 (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and,

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and,

WHEREAS, Section 12-67-120 of the Act provides the following definitions (in pertinent part):

(1) "Abandoned Building" means a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent of the space in which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five years immediately preceding the date on which the taxpayer files a "Notice of Intent to Rehabilitate". For purposes of this item, a building or structure that otherwise qualified as an "abandoned building" may be subdivided into separate units or parcels, which units or parcels may be owned by the same taxpayer or different taxpayers, and each unit or parcel is deemed to be an abandoned building site for purposes of determining whether each subdivided parcel is considered to be abandoned.

(2) "Building Site" means the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building's income producing use; and,

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible either for a credit against certain income taxes; and,

WHEREAS, Brabham Oil Company, Inc., (the "Owner") is the owner of real property known as 1310 Lady Street, Columbia, South Carolina (the "Property"), which property is further identified in Richland County Tax Maps as TMS No. 11401-03-01 (the "Property"); Lady street

Redevelopment, LLC, a South Carolina Limited Liability Company, (the "Taxpayer") is the developer of the Property pursuant to a long-term lease with the Owner, and,

WHEREAS, Lady Street Redevelopment, LLC intends to restore and convert the existing building into a mixed-use project as shown in Exhibits A through D, attached hereto; and,

WHEREAS, the Property is located within the city limits of Columbia, South Carolina; and,

WHEREAS, the Taxpayer has requested that the City certify that the Building Sites are abandoned as defined by Section 12-67-120; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2021, that the City of Columbia amends the certifications under the South Carolina Abandoned Buildings Revitalization Act of 2013 (S.C. Code Section 12-67-100, et seq.) approved by Resolution No.: R-2020-058 adopted on May 19, 2020 as follows:

Section 1. The Property contains eight (8) Abandoned Building Sites as defined in Section 12-67-120(1); and

Section 2. The geographic area of the eight (8) Building Sites is consistent with Section 12-67-120(2) of the Act.

BE IT FUTHER RESOLVED that words used in the singular number include the plural, and words used in the plural number include the singular.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

RESOLUTION NO.: R-2020-058

Certifying Building Sites as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1310 Lady Street, Richland County TMS #11401-03-01

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act of 2013 (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and,

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and,

WHEREAS, Section 12-67-120 of the Act provides the following definitions (in pertinent part):

(1) "Abandoned Building" means a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent of the space in which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five years immediately preceding the date on which the taxpayer files a "Notice of Intent to Rehabilitate". For purposes of this item, a building or structure that otherwise qualified as an "abandoned building" may be subdivided into separate units or parcels, which units or parcels may be owned by the same taxpayer or different taxpayers, and each unit or parcel is deemed to be an abandoned building site for purposes of determining whether each subdivided parcel is considered to be abandoned.

(2) "Building Site" means the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building's income producing use; and,

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible either for a credit against certain income taxes; and,

WHEREAS, Brabham Oil Company, Inc., (the "Owner") is the owner of real property known as 1310 Lady Street, Columbia, South Carolina (the "Property"), which property is further identified in Richland County Tax Maps as TMS No. 11401-03-01 (the "Property"); Lady Street Redevelopment, LLC, a South Carolina Limited Liability Company, (the "Taxpayer") is the developer of the Property pursuant to a long-term lease with the Owner, and,

WHEREAS, Lady Street Redevelopment, LLC intends to restore and convert the existing building into a mixed-use project as shown in Exhibits A through D, attached hereto; and,

WHEREAS, the Property is located within the city limits of Columbia, South Carolina; and,

 ORIGINAL
STAMPED IN RED

WHEREAS, the Taxpayer has requested that the City certify that the Building Site are abandoned as defined by Section 12-67-120; NOW THEREFORE,

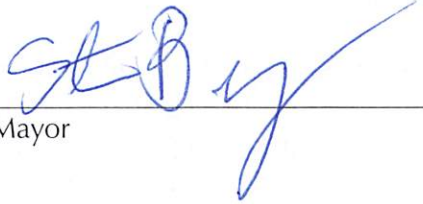
BE IT RESOLVED by the Mayor and City Council this 19th day of May, 2020, that the City of Columbia makes the following certifications under the South Carolina Abandoned Buildings Revitalization Act of 2013 (S.C. Code Section 12-67-100, et seq.):

Section 1. The Property is an Abandoned Building Site as defined in Section 12-67-120(1); and

Section 2. The geographic area of each of the Building Site is consistent with Section 12-67-120(2) of the Act.

Requested by:

Assistant City Manager Gentry


Mayor

Approved by:


City Manager

Approved as to form:

T. A. Knox

City Attorney

ATTEST:


City Clerk

Introduced: 5/19/2020

Final Reading: 5/19/2020

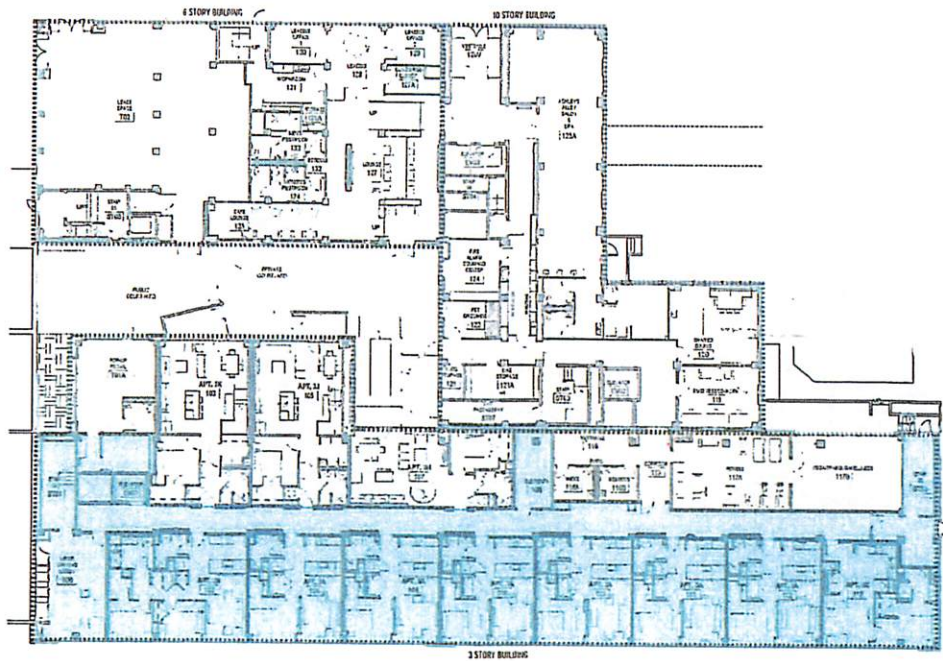
ORIGINAL
STAMPED IN RED

EXHIBIT A
8 units-Color coded by unit
(11 pages)



UNIT LEGEND

- 1 RETAIL, TENANT, OFFICE/COMMERCIAL, EVENT SPACE, ROOF TOP EVENT SPACE, SUPPORT
- 2 RESIDENTIAL
- 3 DENTAL OFFICE
- 4 RETAIL, TENANT, CO-WORKING & EVENT SPACE, COMMON AREA SPACE
- 5 RESIDENTIAL
- 6 RESIDENTIAL, TOWNHOME UNITS
- 7 RETAIL, TENANT, GYM & YOGA STUDIO
- 8 RESIDENTIAL



FIRST FLOOR PLAN
3/27/2020

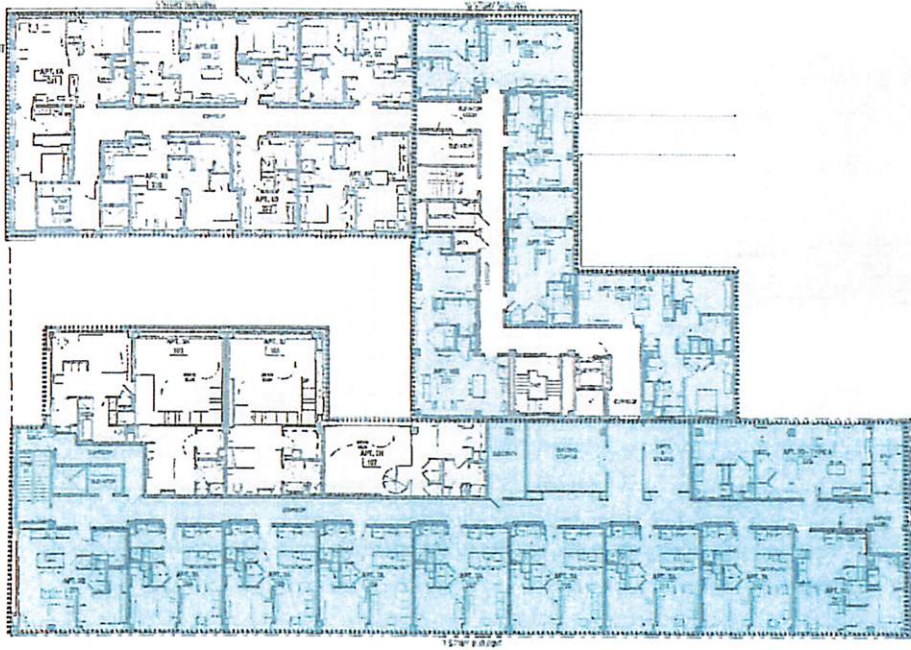


LADY STREET REDEVELOPMENT, LLC
The Lady Apartments

BOUDREAU
ARCHITECTS

UNIT LEGEND

- 1 RETAIL, TENANT, OFFICE/COMMERCIAL, EVENT SPACE, ROOF TOP EVENT SPACE, SUPPORT
- 2 RESIDENTIAL
- 3 DENTAL OFFICE
- 4 RETAIL, TENANT, CO-WORKING & EVENT SPACE, COMMON AREA SPACE
- 5 RESIDENTIAL
- 6 RESIDENTIAL TOWNHOME UNITS
- 7 RETAIL, TENANT, GYM & YOGA STUDIO
- 8 RESIDENTIAL



SECOND FLOOR PLAN
1/2" = 1'-0"



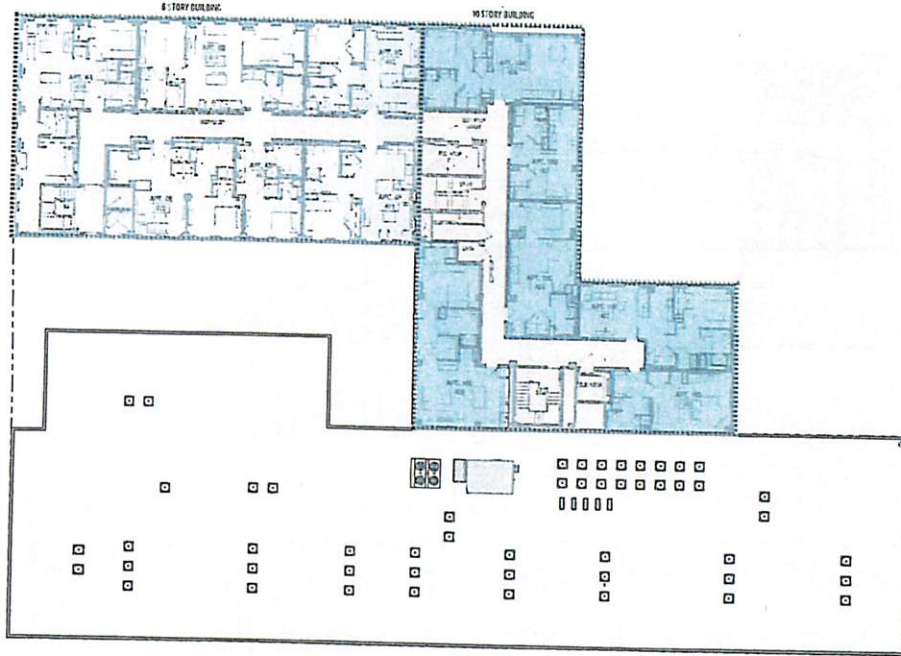
LADY STREET REDEVELOPMENT, LLC
The Lady Apartments

BOUDREAU
ARCHITECTS



UNIT LEGEND

- 1 RETAIL, TENANT, OFFICE/COMMERCIAL, EVENT SPACE, ROOF TOP EVENT SPACE, SUPPORT
- 2 RESIDENTIAL
- 3 DENTAL OFFICE
- 4 RETAIL, TENANT, CO-WORKING & EVENT SPACE, COMMON AREA SPACE
- 5 RESIDENTIAL
- 6 RESIDENTIAL TOWNHOUSE UNITS
- 7 RETAIL, TENANT, GYM & YOGA STUDIO
- 8 RESIDENTIAL



FOURTH FLOOR PLAN
3/12" = 1'-0"

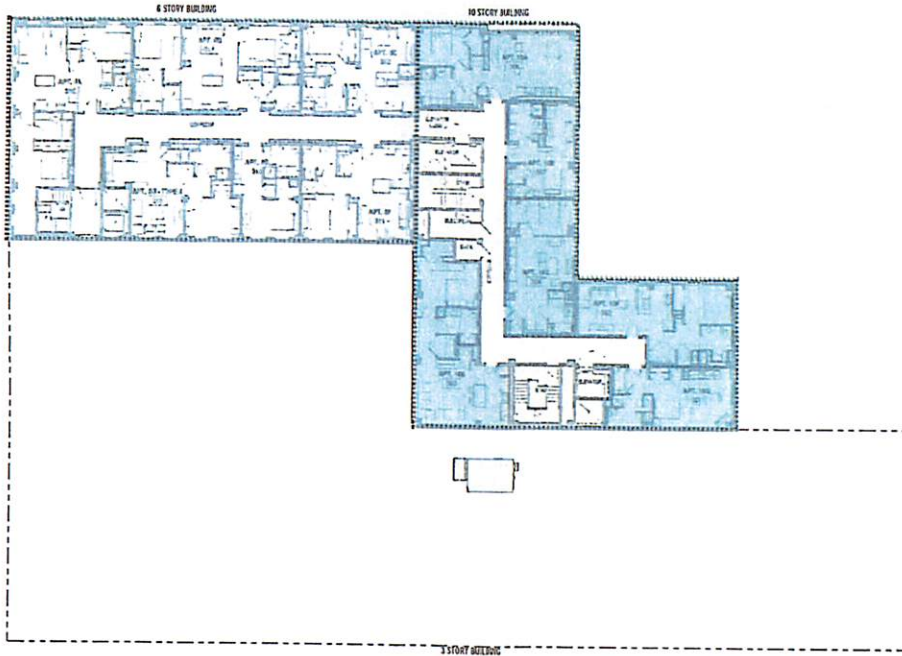


LADY STREET REDEVELOPMENT, LLC
The Lady Apartments

BOUDREAU
ARCHITECTS

UNIT LEGEND

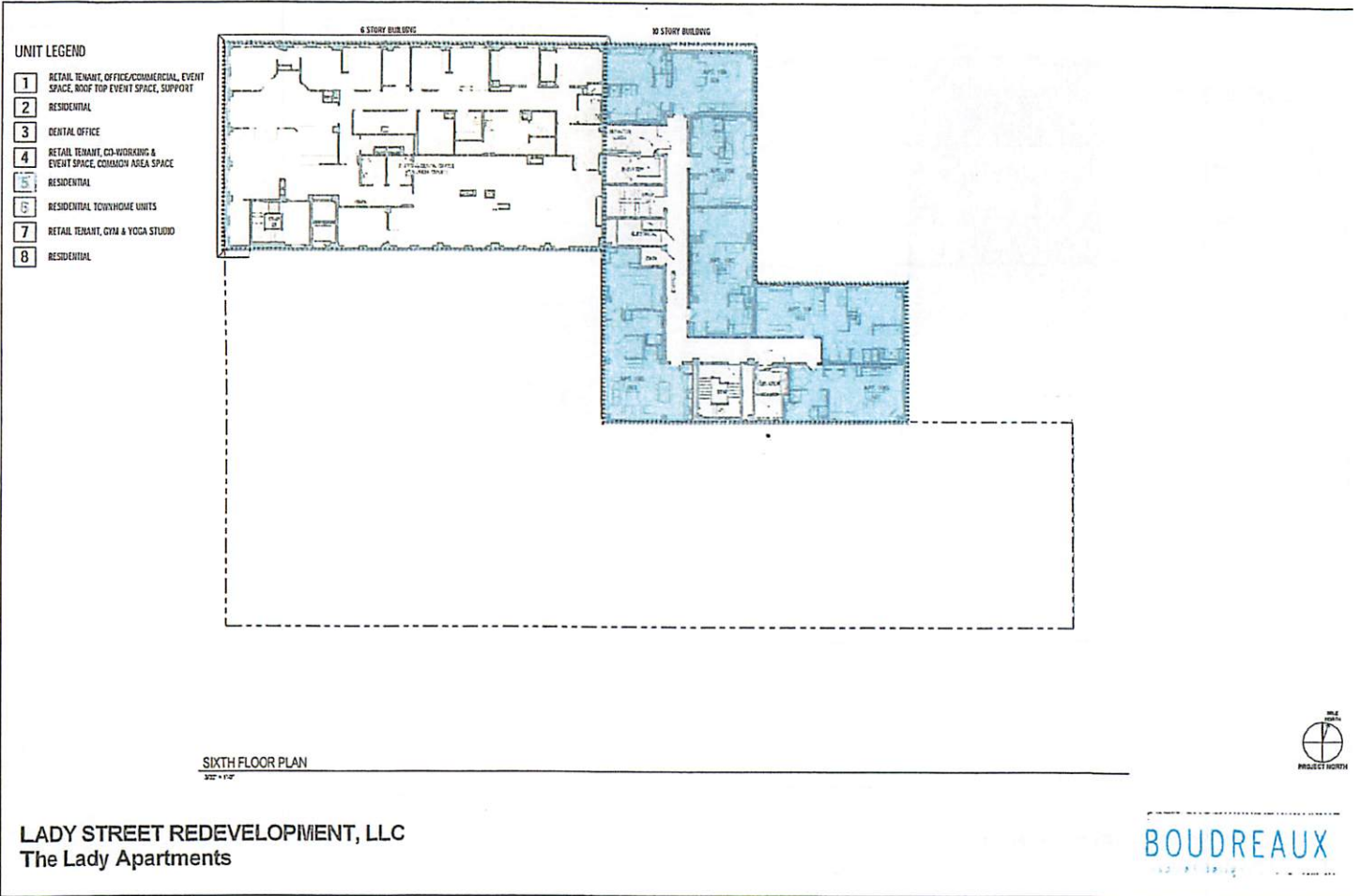
- 1 RETAIL TENANT, OFFICE/COMMERCIAL, EVENT SPACE, ROOF TOP EVENT SPACE, SUPPORT
- 2 RESIDENTIAL
- 3 DENTAL OFFICE
- 4 RETAIL TENANT, CO-WORKING & EVENT SPACE, COMMON AREA SPACE
- 5 RESIDENTIAL
- 6 RESIDENTIAL TOWNHOUSE UNITS
- 7 RETAIL TENANT, GYM & YOGA STUDIO
- 8 RESIDENTIAL



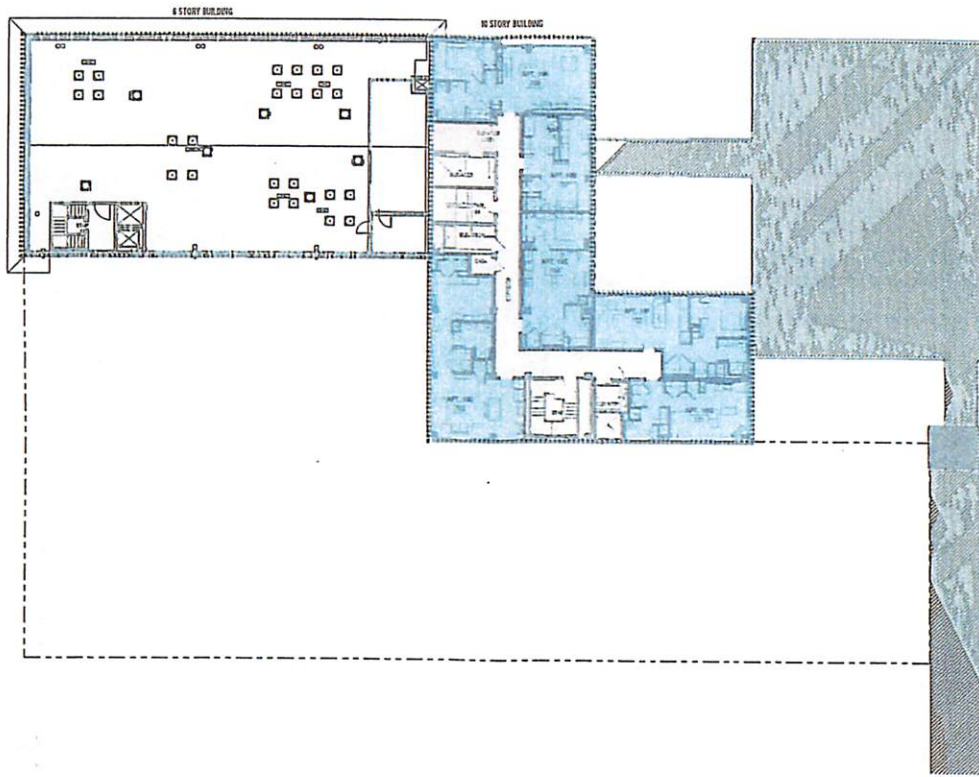
FIFTH FLOOR PLAN
3/32" = 1'-0"

LADY STREET REDEVELOPMENT, LLC
The Lady Apartments





- UNIT LEGEND**
- 1 RETAIL, TENANT, OFFICE/COMMERCIAL, EVENT SPACE, ROOF TOP EVENT SPACE, SUPPORT
 - 2 RESIDENTIAL
 - 3 DENTAL OFFICE
 - 4 RETAIL, TENANT, CO-WORKING & EVENT SPACE, COMMON AREA SPACE
 - 5 RESIDENTIAL
 - 6 RESIDENTIAL TOWNHOME UNITS
 - 7 RETAIL, TENANT, GYM & YOGA STUDIO
 - 8 RESIDENTIAL



SEVENTH FLOOR PLAN
1/32" = 1'-0"

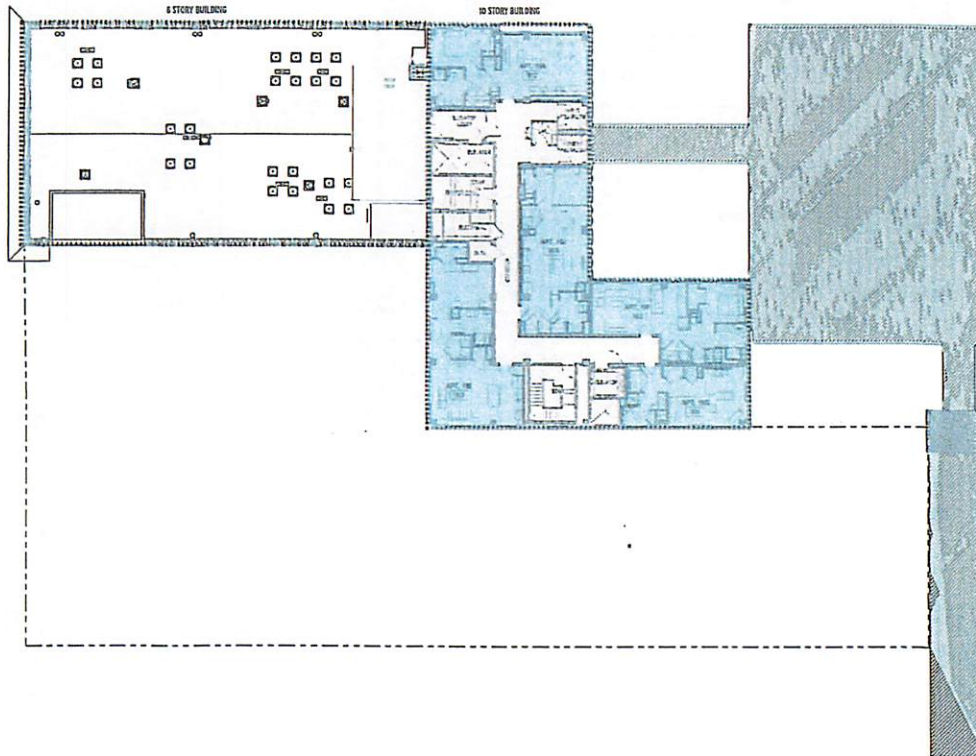


LADY STREET REDEVELOPMENT, LLC
The Lady Apartments

BOUDREAU
ARCHITECTS

UNIT LEGEND

- 1 RETAIL TENANT, OFFICE/COMMERCIAL, EVENT SPACE, ROOF TOP EVENT SPACE, SUPPORT
- 2 RESIDENTIAL
- 3 DENTAL OFFICE
- 4 RETAIL TENANT, CO-WORKING & EVENT SPACE, COMMON AREA SPACE
- 5 RESIDENTIAL
- 6 RESIDENTIAL TOWNHOUSE UNITS
- 7 RETAIL TENANT, CYM & YOGA STUDIO
- 8 RESIDENTIAL



EIGHTH FLOOR PLAN
312' x 174'

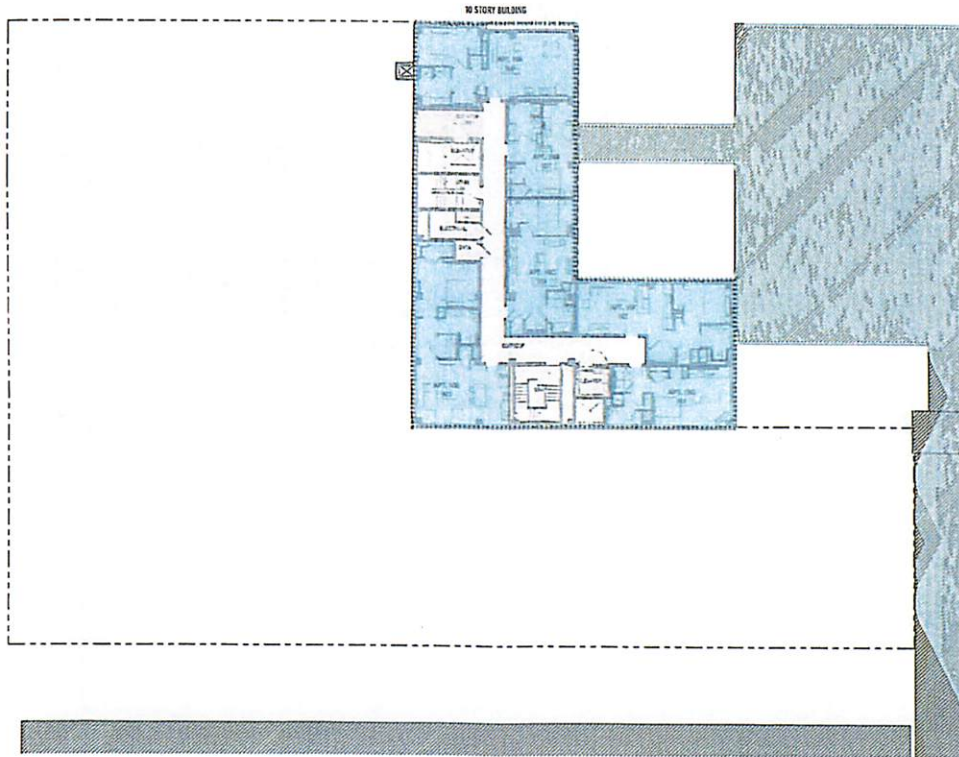
LADY STREET REDEVELOPMENT, LLC
The Lady Apartments

BOUDREAU
ARCHITECTS



UNIT LEGEND

- 1 RETAIL TENANT, OFFICE/COMMERCIAL, EVENT SPACE, ROOF TOP EVENT SPACE, SUPPORT
- 2 RESIDENTIAL
- 3 DENTAL OFFICE
- 4 RETAIL TENANT, CO-WORKING & EVENT SPACE, COMMON AREA SPACE
- 5 RESIDENTIAL
- 6 RESIDENTIAL TOWNHOME UNITS
- 7 RETAIL TENANT, GYM & YOGA STUDIO
- 8 RESIDENTIAL



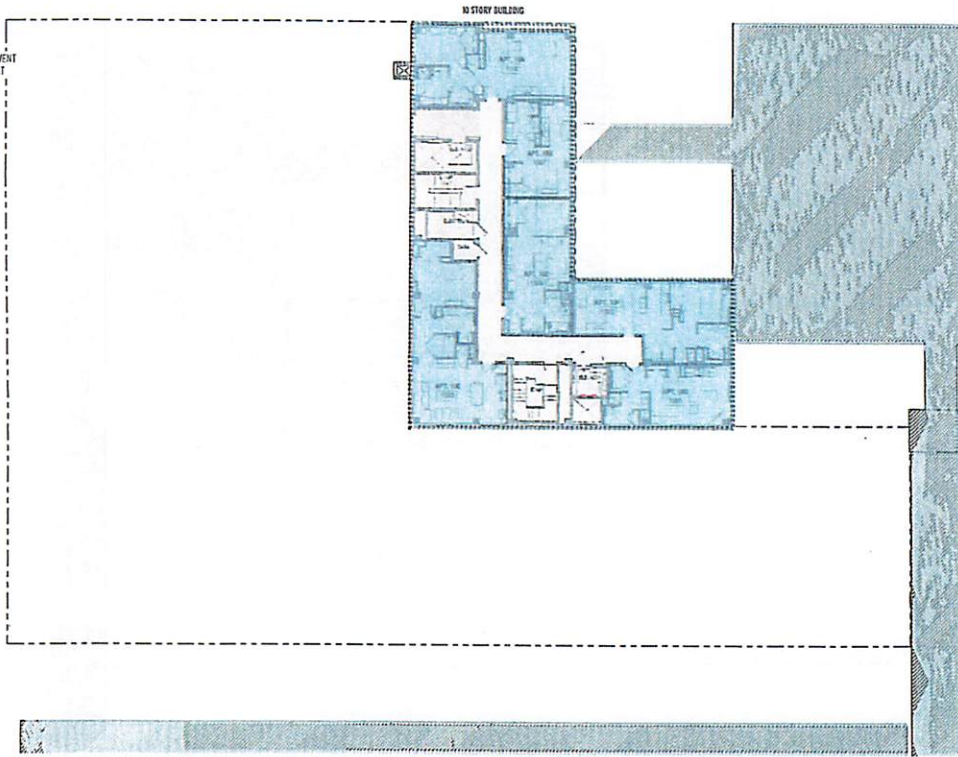
NINTH FLOOR PLAN
1/8" = 1'-0"

LADY STREET REDEVELOPMENT, LLC
The Lady Apartments

BOUDREAU
ARCHITECTS



- UNIT LEGEND
- 1 RETAIL, TENANT, OFFICE/COMMERCIAL, EVENT SPACE, ROOF TOP EVENT SPACE, SUPPORT
 - 2 RESIDENTIAL
 - 3 DENTAL OFFICE
 - 4 RETAIL, TENANT, CO-WORKING & EVENT SPACE, COMMON AREA SPACE
 - 5 RESIDENTIAL
 - 6 RESIDENTIAL TOWNHOME UNITS
 - 7 RETAIL, TENANT, GYM & YOGA STUDIO
 - 8 RESIDENTIAL



TENTH FLOOR PLAN
2021-10-27

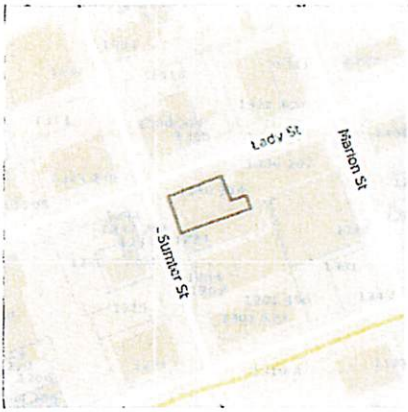
LADY STREET REDEVELOPMENT, LLC
The Lady Apartments

BOUDREAU
ARCHITECTS



EXHIBIT B

1310 LADY ST 29201 | R11401-03-01

**Address**

Address	1310 LADY ST 29201
Municipality	Columbia
School District	Richland School District 1
Garbage Coll. Day	No Pickup
Recycling Coll. Day	No Pickup
Yard Trash Coll. Day	No Pickup
Latitude	34.00306
Longitude	-81.03197
Elevation	319 ft

Census

Year	2010	2000	1990
Avg Hshld Income	\$42,554	\$15,455	\$5,416
Avg Home Value	\$236,100	\$0	\$87,500
Pop. Density (/sqmi)	0	0	577

Property

TMS	R11401-03-01
Owner	BRABHAM OIL COMPANY INC
Beds	0.0
Baths	4.5
Heated Sqft	95,520
Year Built	1951
Tax District	1CC
Land Value	\$391,800
Building Value	\$508,400
Taxable Value	\$900,200
Market Value	\$900,200
Last Sale	\$5 (06/06/2014)
Zoning	C-5
Secondary Zoning	
Owner Occupied	No

Political

Voting Precinct	Ward 2
Voting Location	Marion Street Apartments
County Council Dist.	4
County Council Rep.	Paul Livingston
SC Senate Dist.	21
SC Senate Rep.	Darrell Jackson
SC House Dist.	72
SC House Rep.	Seth C. Rose
County Magistrate Dist.	COLUMBIA
County Magistrate	JUDGE STEPHANIE BESS
Congressional Dist.	6
Congressional Rep.	James Clyburn
Sheriff Region	3

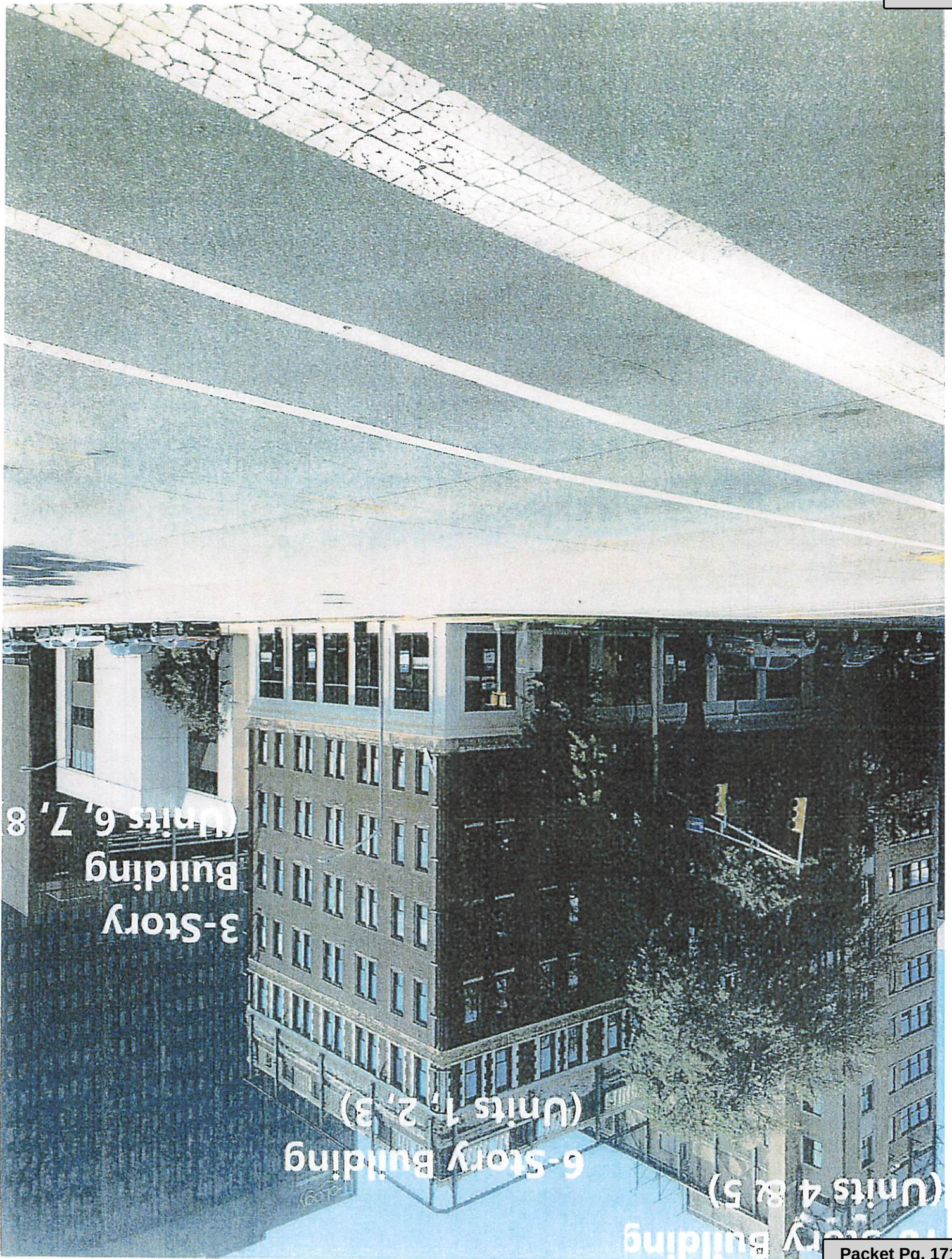
Disclaimer: This application is a product of the Richland County GIS Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local government agencies. Reasonable efforts have been made to ensure the accuracy of this map. However, the information presented should be used for general reference only. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of the information presented herein.

EXHIBIT C

1310 Lady Street
Unit Count and QRE/Cost

<u>6 Story Building</u>		<u>Floors</u>	<u>S.F.</u>	<u>Cost</u>
<u>Unit 1</u> – a	Retail Tenant	1	2202	\$393,260.00
b	Office/Commercial	1	3578	369,840.00
c	Event Space	1 (Exterior)	1141	108,220.00
d	Roof Top Event Space	(Roof)	637	225,700.00
e	Basement Support	Bsmt	5780	400,000.00
<u>Unit 2</u>	Residential	2-5	23120	2,000,000.00
<u>Unit 3</u>	Dental Office	6	5780	142,975.00
<u>10 Story Building</u>		<u>Floors</u>	<u>S.F.</u>	<u>Cost</u>
<u>Unit 4</u> - a	Retail Tenant	1	1766	\$247,240.00
b	Co-Working & Event Space	1	842	247,880.00
c	Common Area Space	1-10	18996	157,360.00
<u>Unit 5</u>	Residential	2-10	36086	\$2,000,000.00
<u>3 Story Building</u>				
<u>Unit 6</u>	Retail Work Space w/Living component	1-2	4821	\$1,000,000.00
<u>Unit 7</u> - a	Retail Tenant	1	449	62,860.00
b	Gym & Yoga Studio	1	1681	232,440.00
<u>Unit 8</u>	Residential	1-3	33734	2,000,000.00
Subtotal cost				<u>\$9,581,825.</u>

EXHIBIT D



RESOLUTION NO.: R-2021-072*Authorizing Notice of 2021 Election for Mayor and Councilmembers from District 1,
District 4 and one At Large Seat*

WHEREAS, a regular election for Mayor and Councilmembers from District 1, District 4 and one At Large Seat of City Council is required on November 2, 2021 pursuant to City Code Sec. 6-1, et. seq; and,

WHEREAS, Notice of Election is required at least ninety (90) days in advance; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2021, that the attached Notice of Election shall be published in The State Newspaper on Sunday, July 11, 2021 and Sunday, July 25, 2021, and the City Clerk is directed to provide a copy of such notice to the South Carolina Ethics Commission.

Requested by:

City Clerk _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T.A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

**PUBLIC NOTICE
CITY OF COLUMBIA, SOUTH CAROLINA
GENERAL ELECTION**

The Municipal Election Commission of the City of Columbia announces the general election for the City of Columbia to be held on Tuesday, November 2, 2021.

The following offices shall be included in this election:

Mayor for term ending December 31, 2025
Councilmember from District 1 for term ending December 31, 2025
Councilmember from District 4 for term ending December 31, 2025
Councilmember for at-large seat for term ending December 31, 2025

The polling places for this election are:

Ward 1	Lourie Senior Center	1650 Park Cir
Ward 2	Marion Street Apartments	1930 Marion St
Ward 3	Reformation Lutheran Church	1118 Union St
Ward 4	Logan Elementary School	815 Elmwood Ave
Ward 5	Pacific Memorial Park	200 Wayne St
Ward 6	Bradley Elementary	3032 Pine Belt Rd
Ward 7	W A Perry Middle School	2600 Barhamville Rd
Ward 8	David Swinton Campus Center	1616 Oak St
Ward 9	Prince Hall Masonic Lodge	2324 Gervais St
Ward 10	A C Moore Elementary	333 Etiwan Ave
Ward 11	Ben Arnold Recreation Center	1100 S Holly St
Ward 12	Hand Middle School	2600 Wheat St
Ward 13	Rosewood Elementary	3300 Rosewood Dr
Ward 14	Sims Park	3500 Duncan St
Ward 15	Melrose Park	1500 Fairview Dr
Ward 16	Dreher High School	3319 Millwood Ave
Ward 17	Brennen Elementary	4438 Devereaux Rd
Ward 18	Carver-Lyon Elementary	2100 Waverly St
Ward 19	Latimer Manor Community Center	100 Lorick Cir
Ward 20	Earlewood Park Community Center	1111 Parkside Dr
Ward 21	Arden Elementary	1300 Ashley St
Ward 22	Eau Claire High School	4800 Monticello Rd
Ward 23	Shandon Fire Station	2847 Devine St
Ward 24	Kilbourne Park Baptist	4205 Kilbourne Rd
Ward 25	Kilbourne Park Baptist	4205 Kilbourne Rd
Ward 26	Thompson Funeral Home Community Room	845 Leesburg Rd
Ward 29	Alcorn Middle School	5125 Fairfield Rd
Ward 30	Arsenal Hill Park	1800 Lincoln St
Ward 31	Hyatt Park Gym	950 Jackson Ave
Ward 32	Charles R Drew Wellness	2101 Walker Solomon Way

Ward 33	Martin Luther King Park	2300 Greene St
Ward 34	Pinehurst Park	2300 Pinehurst Rd
Ardincaple	EE Taylor Elementary	200 McRae St
Beatty Rd**	Pine Grove Elementary	111 Huffstetler Dr
Bluff	Bluff Road Park	148 Carswell Dr
Brandon 1	Annie Burnside Elementary	7300 Patterson Rd
Brandon 2	Annie Burnside Elementary	7300 Patterson Rd
Caughman Road	Caughman Rd Park	2800 Trotter Rd
College Place	John P Thomas Elementary	6001 Weston Ave
Dennyside	Denny Terrace Gymnasium	6429 Bishop Ave
Dentsville**, Fairlawn**, Keels 2**, Keenan	Sanders Middle School	3455 Pine Belt Rd
Edgewood	Burton-Pack Elementary	111 Garden Dr
Fairwold, Lincolnshire**	Pendergrass-Fairwold Elementary	5935 Token St
Greenview	Greenview Park	6700 David St
Gregg Park	Shandon Baptist Church	5250 Forest Dr
Hampton	S Kilbourne Elementary	1400 S Kilbourne Rd
Harbison 1	Harbison Community Center	106 Hillpine Rd
Harbison 2	New Heights Baptist Church	5501 Broad River Rd
Kingswood	Columbia High School	1701 Westchester Dr
Lykesland	Caughman Road Elementary	7725 Caughman Rd
Mallet Hill	Polo Road Elementary	1250 Polo Rd
Meadowfield	Meadowfield Elementary	525 Galway Ln
Meadowlake	Meadowlake Park	600 Beckman Rd
Mill Creek	Mill Creek Elementary	925 Universal Dr
Oak Pointe 1	Oak Pointe Elementary School	1 River Bottom Rd
Olympia	Olympia Learning Center	621 Bluff Rd
Parkridge 1	Harbison Fire Station	131 Lake Murray Blvd
Parkridge 2	Grace United Methodist	410 Harbison Blvd
Pennington 1	Kings Grant Club House	300 N Kings Grant Dr
Pennington 2	Asbury Memorial Methodist	1005 Asbury Dr
Pine Grove**, Walden	Pine Grove Elementary	111 Huffstetler Dr
Pine Lakes 2	Garners Ferry Soccer Complex AAC	8620 Garners Ferry Rd
Polo Road	Polo Road Park	730 Polo Rd
Pontiac 1, Valhalla**	Pontiac Elementary	500 Spears Creek Rd
Pontiac 2	Catawba Trail Elementary	1080 Old National Hwy
Ridgewood	Ridgewood Baptist Church	5326 Ridgeway St
Riverside, Westminster**	Virginia Wingard Methodist Church	1500 Broad River Rd
Riverwalk	Episcopal Church/St Simon/St Jude	1110 Kinley Rd
St. Andrews	St. Andrews Middle	1231 Bluefield Dr
Skyland	True Gospel Ministries	901 Skyland Dr
South Beltline	Sherwood Forest Pres Church	4325 Wilmot Ave

Trinity	Trinity Assembly of God	1501 Hallbrook Dr
Woodfield	Richland Northeast High	7500 Brookfield Rd
Woodlands	Woodlands Park	6500 Old Knight Pkwy
Lexington County:		
Challdon	Leaphart Elementary	120 Piney Grove Rd
Quail Valley	St. Andrews Presbyterian Church	6952 St Andrews Rd
**Precincts with less than 10 voters in the City of Columbia were combined for this election.		

People desiring to vote in the upcoming election must be registered in person by Friday, October 1, 2021; online by Sunday October 3, 2021 or postmarked mail by Monday, October 4, 2021. To register, one must contact the County Board of Voter Registration.

Citizens desiring to be candidates for one of the above listed offices must pay the required fee and file a Statement of Intention of Candidacy with the City Clerk, 3rd floor, City Hall, 1737 Main Street, Columbia, South Carolina. Books will be open for filing on Monday, August 2, 2021 at noon, and remain open during regular business hours (8:30 a.m. until 5:00 p.m.) until Friday, August 13, 2021 at noon. No Statement of Intention of Candidacy will be accepted after noon on Friday, August 13, 2021.

The filing fee for the office of Council is \$530.00.

The filing fee for the office of Mayor is \$1,000.00.

This is a nonpartisan election and no party affiliation shall be placed on the ballot.

The polls shall open at 7:00 a.m. on Election Day and close at 7:00 p.m. Within forty-eight hours after the closing of the polls, any candidate may contest the result of the election as reported by the managers by filing a written notice of such contest together with a concise statement of the grounds therefor with the Municipal Election Commission. Within forty eight hours after the filing of such notice, the Municipal Election Commission shall, after due notice to the parties concerned, conduct a hearing on the contest, decide the issues raised, file its report together with all recorded testimony and exhibits with the clerk of court of the county in which the municipality is situated, notify the parties concerned of the decisions made, and when the decision invalidates the election the council shall order a new election as to the parties concerned.

Neither the mayor nor any member of council shall be eligible to pass on the issues arising in any contest in which he is a party. (S.C. Code Sec. 5-15-130, et seq.)

At 9:00 a.m. on said Election Day the County Board of Voter Registration and Elections will begin examination of the absentee ballot return envelopes. This examination will be held the Richland County Administration Building, 2020 Hampton Street, Columbia, South Carolina.

On Thursday, November 4, 2021 at 10:00 a.m. at the Richland County Administration Building, 2020 Hampton Street, Columbia, South Carolina, the Municipal Election Commission shall hold a hearing to determine the validity of ballots challenged, if any, in this election.

Any run-off will be held two weeks after the election on Tuesday, November 16, 2021.

RESOLUTION NO.: R-2021-073*Launch and Implementation of CLIMB Guaranteed Income Pilot Project*

WHEREAS, the Stockton Economic Empowerment Demonstration (SEED), was the nation's first mayor-led guaranteed income initiative. Launched in February 2019 by former Mayor Michael D. Tubbs, SEED gave 125 Stockton citizens \$500 per month for 24 months; and,

WHEREAS, data gathered during the Stockton SEED Project showed that participants spent program funds on basic needs, which included 37% spent on food, 22% spent on home goods and clothes, 11% spent on utility payments, 10% spent on transportation, and less than 1% spent on alcohol or tobacco products; and,

WHEREAS, data from the Stockton SEED Project also revealed guaranteed income payments reduced income volatility, or the month-to-month income fluctuations that households experience, and the unconditional cash payments enabled recipients to find full-time employment, which increased the number of full-time employed participants from 28% to 40% over a one-year period; and,

WHEREAS, analyses of psychological distress using the Kessler 10 scale showed that participants in the Stockton SEED Project experienced clinically and statistically significant improvements in their mental health over the course of the year-long intervention; and,

WHEREAS, Stockton Mayor Michael D. Tubbs and the Economic Security Project founded national organization Mayors for a Guaranteed Income in June 2020 based on the model of the SEED Project; and,

WHEREAS, The Columbia Life Improvement Monetary Boost (CLIMB) is a one-year pilot project modeled after the Stockton SEED project, and is launched with participation, guidance and partial funding from Mayors for a Guaranteed Income; and,

WHEREAS, CLIMB will provide monthly guaranteed income payments of \$500 to a pilot group of 100 City of Columbia residents, which will be comprised of fathers participating in the Midlands Fatherhood Coalition, for 12 months, with 100% of funding originating from philanthropic and private sector partners; and,

WHEREAS, guaranteed income payments will be provided monthly through debit cards, allowing program facilitators, as with the Stockton SEED project, to track spending patterns, provide data, evaluate the pilot project, and contribute to the modelling of future guaranteed income projects both locally and nationally; NOW, THEREFORE,

BE IT RESOLVED, this ____ day of _____, 2021 that the Mayor and City Council of the City of Columbia, South Carolina support the launch, implementation, pilot payment period and subsequent data evaluation of CLIMB; and,

BE IT FURTHER RESOLVED, that the Mayor and Columbia City Council will, through services of program partners, evaluate the data to determine how the CLIMB project transforms the stability, economic advancement, family dynamic, and health of the pilot participants to help inform future guaranteed income projects.

Requested by:

Mayor Benjamin

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

RESOLUTION NO.: R-2021-034

Authorizing consumption of beer and wine beverages only at the Lifting as We Climb Fundraiser on Main Street on Saturday, September 18, 2021

WHEREAS, Lifting as We Climb ("Sponsor") is sponsoring the Lifting as We Climb Fundraiser in the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the half block area of the 1100 block of Lady Street east of the parking garages located on either side of Lady Street to allow for ingress and egress to the parking garages; and, the half block area of the 1200 block of Lady Street west of the parking lots located on either side of Lady Street to allow for ingress and egress to the parking lots; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 9:00 a.m. until midnight of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the half block area of the 1100 block of Lady Street east of the parking garages located on either side of Lady Street to allow for ingress and egress to the parking garages; and, the half block area of the 1200 block of Lady Street west of the parking lots located on either side of Lady Street to allow for ingress and egress to the parking lots for an event to be held on Saturday, September 18, 2021 from 6:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 7:00 p.m. and 9:30 p.m.; and for crowd control and overflow; and,

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

1. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC and shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
2. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
3. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact such as hugs, handshakes, fist bumps, and high-fives during the event.
4. Organizer shall encourage all attendees of the event to adhere to all COVID-19 safety protocols to include but not be limited to wearing of face masks, social distancing and frequent washing of hands.
5. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities should be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
6. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

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

8. At no cost to the City, Organizer shall be responsible for hiring off-duty City of Columbia police officers during the hours of 9:00 a.m. until midnight of no less than two (2) officers.

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 _____, 2020, that the sale of beer and wine beverages only is authorized between the hours of 7:00 p.m. and 9:30 p.m. on Saturday, September 18, 2021; and,

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

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

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

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

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. Canines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the half block area of the 1100 block of Lady Street east of the parking garages located on either side of Lady Street to allow for ingress and egress to the parking garages; and, the half block area of the 1200 block of Lady Street west of the parking lots located on either side of Lady Street to allow for ingress and egress to the parking lots; and, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow

alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

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

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

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, September 18, 2021 the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

Assistant City Manager Shealy

Mayor _____

Approved by:

City Manager

Approved as to form:

ATTEST:

T.A. Knox

City Attorney
Introduced:
Final Reading:

City Clerk

DATE OF REQUEST	April 14, 2021	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Bianca Crawford Shelton bianca@crawfordaustagency.com 803.995.0816
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Lifting As We Climb Fundraiser		
DATE(S) OF EVENTS: (multiple day can be on one request)	Saturday, September 18, 2021		
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)			
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	1200 & 1300 blocks of Main Street 1100 & 1200 blocks of Lady Street		
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	Main: Gervais Street to Washington Street Lady: Assembly Street to Sumter Street		
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP	9:00 a.m. to 11:59 p.m.		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	6:00 p.m. to 10:00 p.m.		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event (i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	7:00 p.m. to 9:30 p.m.		

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only. all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation
Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

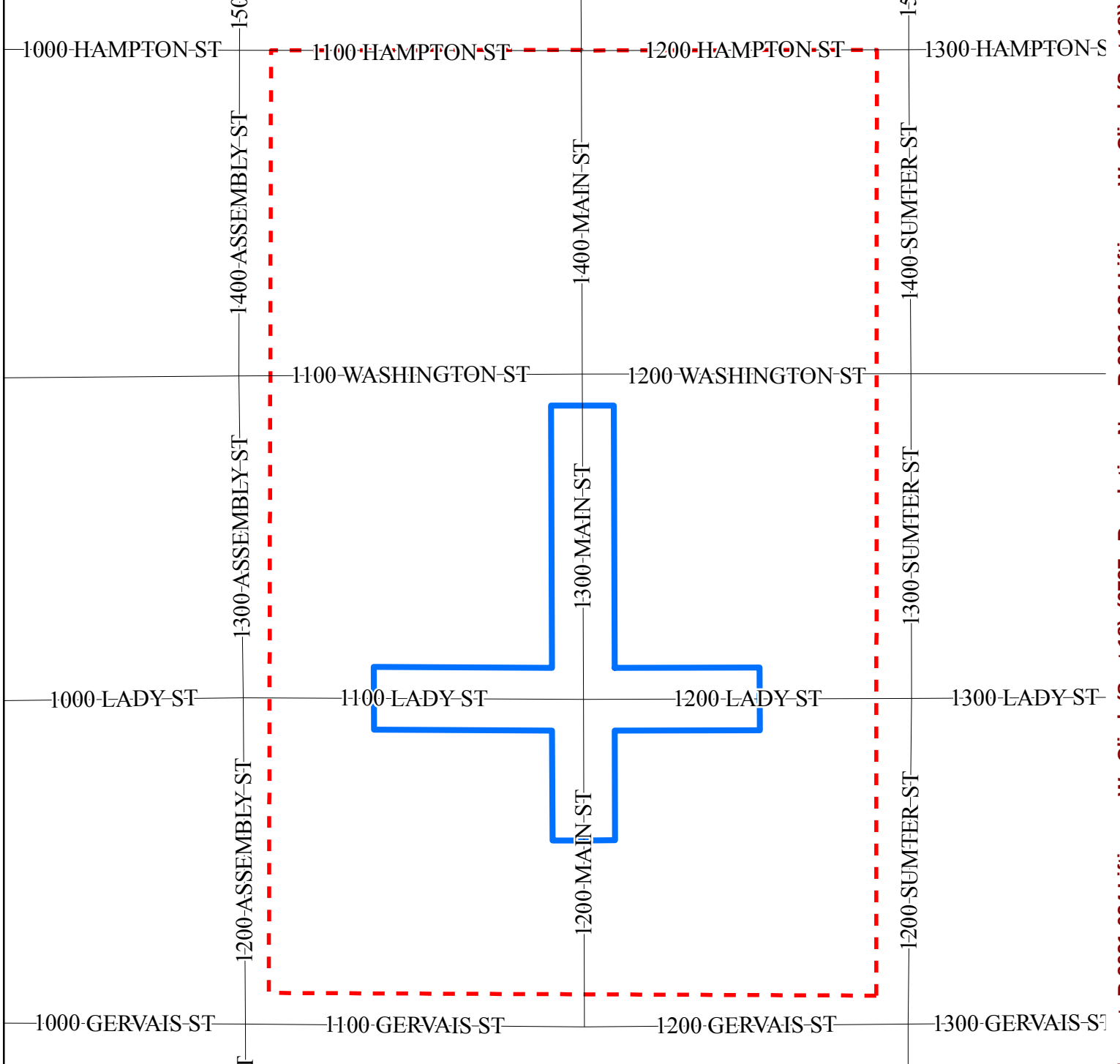
Last revised: 3/3/2021

- Table
- Sanitizing Station





Lifting as We Climb Fundraiser



Both Sides of the Street

Legend

- Lifting as We Climb Fundraiser
- Perimeter Clean-up Boundary

0 62.5 125 250 375 500 Feet

RESOLUTION NO.: R-2021-065

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA Underground on Thursday, July 29, 2021

WHEREAS, the Columbia Museum of Art ("CMA") is hosting CMA Underground in Boyd Plaza on Thursday, July 29, 2021 from 5:00 p.m. until 8:30 p.m.; and,

WHEREAS, the CMA has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum for CMA Underground from 4:00 p.m. until 8:30 p.m. for preparation and staging of the area for an outdoor event to be held between 5:00 p.m. until 8:30 p.m., and for patrons to consume beer and wine beverages only on Thursday, July 29, 2021 from 5:00 p.m. until 8:00 p.m.; and,

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

1. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC and shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
2. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
3. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact such as hugs, handshakes, fist bumps, and high-fives during the event.
4. Organizer shall encourage all attendees of the event to adhere to all COVID-19 safety protocols to include but not be limited to wearing of face masks, social distancing and frequent washing of hands.
5. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities should be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
6. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.
7. Organizer shall coordinate with food vendors to offer touchless payment options if possible and available or provide a tray for the exchange of payment to avoid hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.
8. At no cost to the City, Organizer shall be responsible for hiring no less than two (2) off-duty City of Columbia police officers during the hours of 4:00 p.m. until 8:30 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 _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 5:00 p.m. and 8:00 p.m. on Thursday, July 29, 2021; and,

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

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

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

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and

bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

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

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

BE IT FURTHER RESOLVED that during the designated time the closed portion of courtyard/plaza area adjacent to the Museum, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

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

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

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

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

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T.A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

5/24/2021

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Wilson Bame
wbame@columbiamuseum.org
803-343-2181

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

CMA Underground

DATE(S) OF EVENTS: (multiple day can be on one request)

July 29, 2021

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

None

LOCATION OF EVENT

(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)

Columbia Museum of Art
1515 Main St.
Columbia, SC 29201

STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)

Boyd Plaza

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

4:00pm - 8:30pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

5:00pm - 8:30pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event
(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

5-8pm

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov

Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations

Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 3/3/2021

Attachment: R-2021-065 CMA Underground (July 29) (6740 : Resolution No.: R-2021-065 CMA Underground (July 29))



COVID-19 Event Safety Plan

Masks are required to gain admission or participate in the event in accordance with applicable state laws/ordinances.

Sanitizer stations will be placed throughout the event area and museum for the duration of the event. The CMA has adequate supplies for increased cleaning and disinfection for high traffic areas and bathrooms.

The CMA has a social distancing plan in place. The plan encourages individuals who are not part of the same household to stay at least 6 feet apart before, during, and after the event by addressing traffic flow, seating layout and/or availability of seating, and, if applicable, blocking off rows and/or sections.

Visible guidelines will be posted, such as decals/tape on floors, signs on walls, and/or stanchions with signs, to promote social distancing.

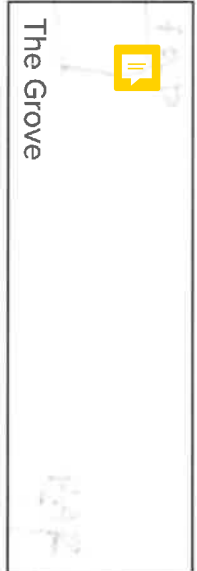
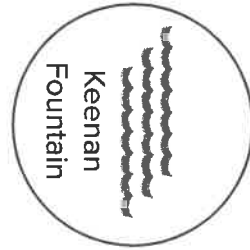
All outside event vendors will be fully informed of the CMA's COVID-19 safety protocols and agree to adhere to all protocols for the duration of the event.

Visible guidelines of COVID-19 safety protocols and event specific rules will be posted for attendees to see upon entry.

BOYD PLAZA

Hampton Street

Main Street

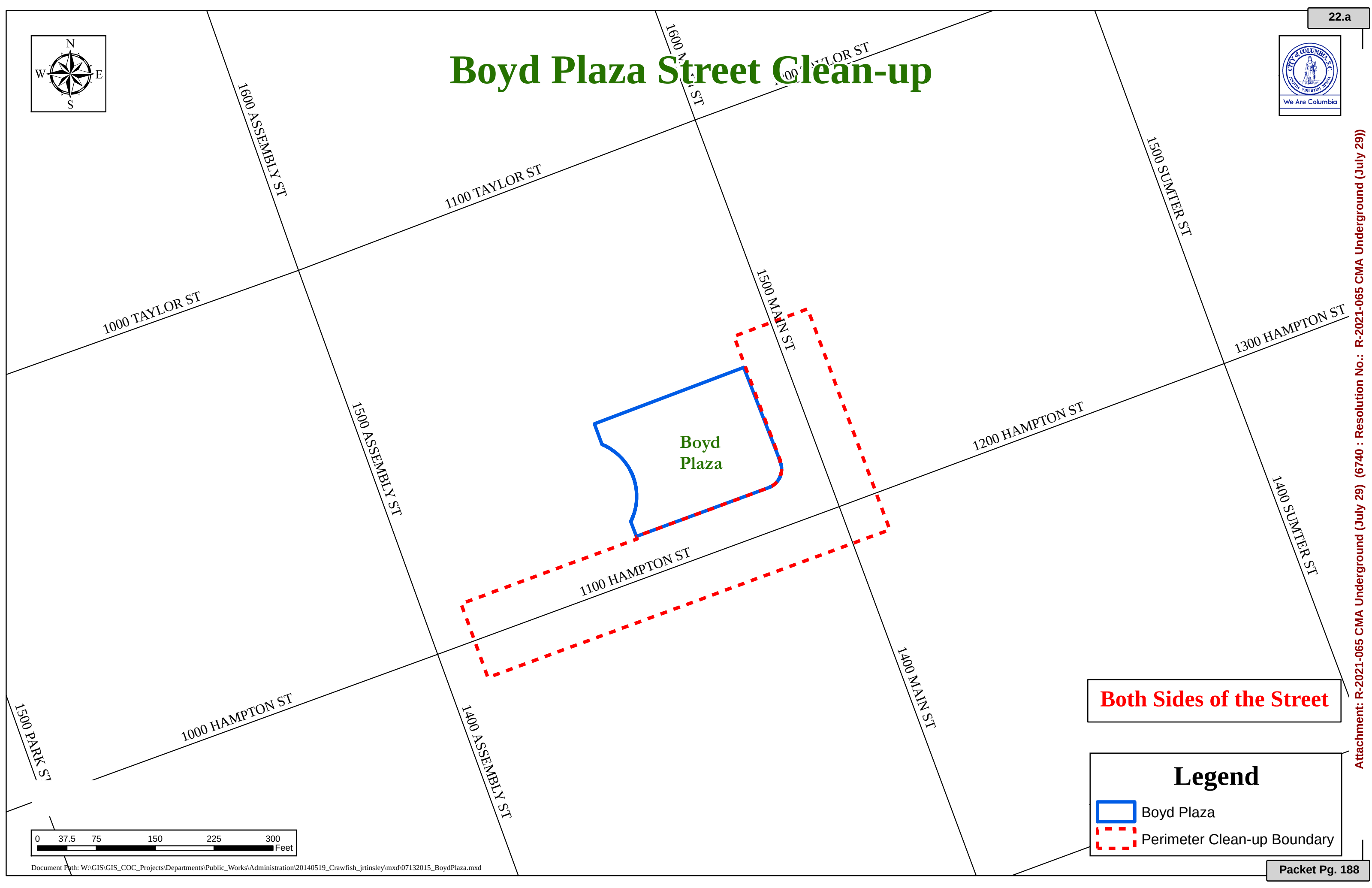


TD Bank

Columbia Museum of Art



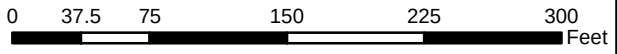
Boyd Plaza Street Clean-up



Both Sides of the Street

Legend

-  Boyd Plaza
-  Perimeter Clean-up Boundary



**Improvement Plan
City Center
Business Improvement District
Columbia, SC**

*Prepared pursuant to the State of South Carolina
Municipal Improvement Act
To reauthorize an improvement district in
Downtown Columbia*

Draft 2021

REVISED MARCH 5, 2021

Improvement Plan
City Center Improvement District
Columbia, South Carolina

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Exhibit One

BID Map

Section 1

Why Reauthorize a Business Improvement District for Downtown Columbia?

Since the establishment of Columbia's downtown Business Improvement District (aka the Main Street District or MSD) 20 years ago, countless property owners, businesses, individuals, and city leaders have worked on the revitalization of downtown and particularly - South Carolina's Main Street. Main Street and the downtown core are the heart of our community and should reflect everything that is positive and good about Columbia. The image of Columbia, as in most other cities, is reflected by strong development in our city's core pushing strong development into the region. Our Main Street is important, it is the heart of our city – the State Capital of South Carolina. Why would we accept anything less than a great Main Street? To continue to attract new investment and to protect and maintain the existing investment Downtown, property owners are proposing to continue assessing themselves to maintain the City Center Business Improvement District, a private sector, self-help improvement district established under the South Carolina Municipal Improvements Act.

This would be the third renewal and the second 10-year reauthorization of the City Center BID which was first established in 2001 and is managed by the non-profit City Center Partnership. The success of the BID since the first 10 year renewal beginning on Jan. 1, 2012, warrants another 10-year term for the BID. Since that plan was approved, Columbia's City Center has seen significant growth and even with the hardships imposed by the coronavirus pandemic beginning in early 2020 and continuing growth has continued. Over the past 10 years, the City and the BID working together have made Main Street and downtown a destination.

The City Center Partnership is thankful for and values its supportive relationship with city government and with other organizations. We hope we can continue to work together to accomplish our goals and strengthen the City Center and beyond.

Summary of growth over 10 years

Promoting density downtown pays off. As of 2019, the taxable density of the Main Street District was \$2,091,097 per acre, exceeding by 3 times that value per acre of Five Points at \$598,276 and nearly 10 times that of The Vista at \$284,131.

Since the 2011 BID renewal, downtown has seen major commercial, retail and residential investment.

A few of those investments include: Mast General Store opened in the renovated Lourie's building in 2011; AgFirst purchased the Bank of America Plaza in 2012 and moved its operations and some 475 employees into the building; in 2013, the Columbia Marriott completed a \$12 million renovation project; in 2015 the Nickelodeon Theatre completed its second-floor renovation; and in 2019 the 1321 Lofts on Lady Street. The 130 apartments in a converted 1940s office building is the latest project by downtown residential pioneer Tom Pioreschi.

Since the opening of Mast in 2011, which Mast officials have noted would not have come to Main Street without the presence of the City Center Partnership, and the renovation of the Nickelodeon Theater, the 1600 block of Main Street has seen a complete makeover and transformation into a major entertainment destination, much of it spearheaded by Scott Middleton, who first moved his healthcare businesses from West Columbia to Main Street in 2014. Seeing the value in the Main Street District and the potential to create a new downtown entertainment district, the Middleton family has acquired multiple properties in the 1600 block and his businesses now include Good Life Café, The Grand on Main, and The Main Course. Middleton's latest Main Street venture Smoked -- an oyster bar, barbecue restaurant and microbrewery -- is set to open later in 2021 in three renovated spaces in the 1600 block. Many of his original healthcare businesses are moving to properties Middleton has acquired in the 1700 block. He also owns other properties in the MSD.

The 1600 block has also seen the opening of the Mad Monkey office (located in the historic Habernicht Building), Lula Drake Wine Parlour, Hendrix restaurant and The Woody on Main, a former Vista bar. Hendrix and The Woody occupy a historic building that once housed the popular Hennessy's restaurant.

Entertainment destinations have also been established in the 1700 block with The Joint@1700 Main, a jazz and tapas bar in the turn of the century Walker building; The Transmission Arcade at 1712 Main St.; and Mom's on Main Bistro and Bar at 1734 Main St.

Other redevelopment has included the purchase and renovation of the historic Equitable Arcade at Main and Washington streets by developer Ron Swinson. The building is now home to several new businesses, including Indah Coffee, Ophidian Tattoo, Odd Bird Books, Stoner's Pizza Joint, and Ally & Eloise bakeshop.

A strong sign of Main Street's vitality has been that as retail and commercial space in the Main Street District has become vacant, those vacancies have not lasted long. The popular Zoe's Kitchen in The Meridian building closed in August of 2018 after six years and was replaced in late 2019 by Market on Main which has created one of Main Street's most popular outdoor venues, especially in the age of COVID-19. When the Blue Flour Bakery's Main Street location closed in September 2020, a victim of the pandemic, the space was almost immediately acquired by Bourbon restaurant next door for an expansion. Similarly, when The Oak Table closed in the building at 1221 Main St. in 2018, the space was taken over by the critically acclaimed Hall's Chophouse.

Other businesses have simply changed hands, like Uptown Gifts on Main, attesting to the continuing interest in the Main Street District.

City Center Partnership initiated an action to have portions of the MSD buildings placed on the list of The National Register of Historic Places. In a collaboration

with Historic Columbia and a grant from the Richland County Conservation Commission, the initiative has resulted in spurring growth through the reuse of existing, historic buildings.

Despite the negative impact of the coronavirus pandemic, the downtown Columbia market has seen decreasing numbers of empty offices and storefronts. While the pandemic caused soaring vacancies in many cities, Colliers International reports that in the 4th quarter of 2020, Columbia's Central Business District actually saw a decrease in the vacancy rate for office space from 9.43% in the third quarter to 9.26% in the fourth quarter. Much of that decline was attributed to absorption of Class B space, which means the renovation of older space.

As Main Street proper has seen significant revitalization, that renaissance has begun to accelerate outward, especially in the last few years with the opening of Hotel Trundle in 2018, a \$10-million adaptive reuse project at 1224 Taylor St. in three historic commercial buildings dating to the early 1900s; The Boudreaux Group, architects renovation and occupancy of the Powell Furniture building at 1519 Sumter St.; and Lexington Hospitality group's renovation of a 10-story office building at 1233 Washington St. into a Holiday Inn.

More development, especially in the hospitality sector, is on tap with plans for the Armory Hotel, a 34-room boutique-style project announced for the historic S.C. National Guard Armory at 1219 Assembly St.

The 2019 Hospitality Tax generated for the Main Street District was \$3,417 per acre, considerably more than the \$2,010 per acre of the much larger Vista District and eclipsed only by Five Points. That figure is certain to increase with the opening of new hospitality businesses. In previous years, the Hospitality Tax has been a significant source of funding for the City Center Partnership and the Main Street District. As the district's hospitality industry continues to grow that funding will be even more important as the City Center Partnership works to bring even more visitors to the city. As early as 2003 the City Center Partnership received \$56,500 in Hospitality Tax funds. The amount of Hospitality Tax funds received increased for many years as Hospitality Tax revenues increased. But in recent years the city has decided to reallocate much of those funds for other purposes, and the CCP has stopped receiving Hospitality Tax funds. The City Center Partnership hopes to receive Hospitality Tax funding again in the future as it provides extra support for our Clean and Safe and Marketing efforts.

Not only has downtown seen significant commercial and retail growth, but the Main Street District's residential growth has been and continues to be especially strong. In 2011, approximately 550 people lived in the district in six residential properties. By 2019 that number had tripled to nearly 1,700 people and 10 residential properties.

And residential growth continues unabated even in the face of the coronavirus pandemic. At present 5 new residential projects are either under way or planned for the Main Street District, including:

- 1) 1813 Main Street – Adaptive reuse and conversion of an office building by Cason Development Group to 30 market-rate apartments. This is the first residential project in the 1800 block.
- 2) Laurel & Assembly Streets -- Adaptive reuse of the Veterans Administration building by international developer and investor Justin Etzin to create an 88-unit luxury apartment complex. Situated overlooking Finlay Park, these units will have a spectacular view of the city.
- 3) Assembly & Washington Streets -- The Edge, a 17-story, 670-bed student housing tower by Chicago-based CRG Real Estate.
- 4) Lady & Assembly Streets -- the Palms on Lady, an 88-unit luxury residential tower by developer Ben Arnold. The Veterans Administration building reuse, The Palms and The Edge are the first residences along Assembly Street north of Gervais.
- 5) 1310 Lady Street – The Lady is a 109-unit apartment complex by Columbia-based Styx Co. This adaptive reuse project spans three historic buildings at Sumter and Lady streets.

Much of this development would not have happened without the efforts of the City Center Partnership working with pioneering downtown residential developers and other partners, in addition to creating a safer and more livable downtown through programs such as Clean and Safe. The amount of residential development and the large number of students who now live in the Main Street District --- some 800 alone in the Hub -- as well as other new residents have brought a diversity and a 24/7 vibrancy to downtown that it did not have before. The diversity and vibrancy of downtown will continue to be enhanced moving forward as new residential properties are added to the Main Street District.

The past 10 years have also seen an emphasis in the Main Street District on the development of public spaces, such as the renovation of Boyd Plaza at the Columbia Museum of Art, and an explosion of popular cultural and entertainment options, such as the Soda City Market, First Thursday and the many street festivals and spectacular events like the Famously Hot New Year. These kinds of amenities, many developed and hosted with the assistance of the City Center Partnership improve livability and have proven an extremely popular draw for downtown. The City Center Partnership has made downtown fun again.

While the coronavirus pandemic has posed problems for downtowns across the country, the end of the pandemic will pose tremendous opportunity to downtowns, like Columbia, that are well positioned to take advantage.

Business Improvement District Property owners have several reasons for seeking a third renewal and second 10-year term for the district.

1. To Provide Consistent Funding to Continue to Improve Both the Health and Safety of Downtown.

Downtown Columbia is now discernably safer, more secure and cleaner than it was a decade ago. Much of the change in downtown Columbia is due directly to the efforts of the City Center Partnership. Acting on the No. 1 issue to downtown property owners – homelessness – the City Center Partnership through its Clean and Safe Ambassadors, familiarly known as the Yellow Shirts, has significantly decreased the negative impact of homelessness on downtown. In 2020, the Yellow Shirts reported handling 428 contacts related to homelessness and panhandling, dramatically fewer than the 2,298 just five years earlier in 2015. The number of outreach contacts with the homeless in downtown also dropped dramatically over the same five years from 1,539 in 2015 to just 69 in 2020.

The pandemic has also brought an emphasis on creating a healthier downtown, and as a result the Yellow Shirts now and for the foreseeable future sanitize every trash can, door handle, café table seat and magazine rack multiple times a day, 7 days a week.

Downtown Columbia must continue to compete for investors, customers and visitors with clean, safe, healthy and attractive areas. Continued enhanced security, maintenance and cleaning programs will further address both the reality and perception of Downtown as a safe and healthy place and to live, work, play, and worship, and to own a business.

2. An Opportunity to Strengthen Private Sector Management and Accountability in Downtown

The district will continue to be managed by the non-profit, private sector corporation known as the City Center Partnership. District work plans and budgets, based on this 10-year plan, will be refined annually by a board of directors, representative of the property owners who are paying the assessment with direct accountability to those who are paying into the district. Services provided by the district will be subject to private sector performance standards and controls including annual audits where no findings have occurred in almost 20 years of operations.

3. The Need to be Proactive in Determining the Future of Downtown

In order to protect their investment, property owners must be a partner in the process that determines how new development projects are implemented. Property owners in Columbia and in other cities —such as Atlanta, Nashville, Raleigh, Roanoke, Birmingham and Charlotte -- have been successful at leading and shaping future downtown developments through strong Business Improvement Districts. A BID in Columbia provides the financial resources, professional staff and private sector management to ensure that the challenges faced by Downtown will be proactively addressed.

4. The Need to Continue to Attract New Business and Investment

Downtown Columbia competes with suburban shopping centers and office parks in the region, as well as against managed downtown areas in other states for tenants, visitors and investors. The City Center Partnership has proven itself a valuable asset in helping to attract new business and investment to the Central Business District. There is currently more than \$200 million of construction taking place in the Main Street District.

While the growth and investment in downtown over the last 10 years has been nothing short of spectacular, the next 10 years will present unique challenges as Columbia emerges from the shadow of the worldwide coronavirus pandemic.

Columbia's Main Street District has not only weathered the pandemic but also has seen continued growth. Downtown is well positioned to capitalize on new opportunities. Prior to the pandemic, smaller cities, like Columbia, were already becoming attractive to the country's youngest adults reacting to skyrocketing rents in large urban areas, and now changes in the labor market. The "I can work from anywhere" phenomenon has accelerated that shift.

If Downtown is to continue to remain competitive and viable as an alternative location, it must pursue its own well-financed, proactive strategy to retain business and tenants as well as to attract new business and investment. A Business Improvement District provides the financial resources to develop and implement a Downtown focused economic development strategy to reduce building vacancies and attract new business. This return on investment is quite significant.

The City Center Partnership remains well positioned to continue as a convener for agencies involved in economic development in the central business district, as well as to serve as a resource for the creation of a focused economic development strategy. CCP can help facilitate city-funded programs to improve the appearance of downtown and attract and retain businesses, such as a Façade Improvement Program. CCP also will continue to implement its highly successful retail recruitment program, which has brought numerous new retailers to the Main Street District since 2011, such as Mast General Store, Miss Cocky, The Shoppes on Main, Something Special Florist & Gifts, and Odd Bird Books, as well as restaurants and new hotels.

Commercial, retail and residential development can be expected to boom on Assembly Street between Gervais and Elmwood and in the northern section of the BID over the next 10 years as the City solidifies and moves on redevelopment plans for the U.S. Post Office property at 1601 Assembly St. and the revitalization of the adjacent Finlay Park. The City Center Partnership is well positioned to enhance these efforts.

As growth continues to push beyond the BID's boundaries, the City Center Partnership will continue to seek opportunities to collaborate and to provide contract services to and work with other districts and organizations as we look toward the future. We also are open to expanding boundaries of the BID and the

responsibilities of the CCP if all parties desire that and it will move the community forward.

Section 2

What Is a Business Improvement District?

The International Downtown Association estimates about 4,000+ place management organizations globally with 2,500 in North America, also known as Business Improvement Districts (BIDs), Business Improvement Areas (BIAs), Partnerships and Alliances. Led by the private sector, they are typically nonprofits primarily supported by special assessments. BIDs exist in nearly every state. According to the IDA, each organization on average “provides \$1.2 million in services to their districts to help businesses thrive and to make the district a great place for workers, residents and visitors.” These enhanced improvements and activities such as security, maintenance and marketing, are in addition to those provided by local government.

A Property-Based Business Improvement District (BID) is based upon the “benefit assessment district” concept, which provides for an assessment on real property and improvements upon real property to be raised within a specific geographic district with the proceeds directed back to the district to provide enhanced services that benefit the district and properties located within the district boundaries.

BIDs allow for a wide range of service options, including security, maintenance, marketing, economic and housing development, special events, etc.

BIDs offer a number of unique advantages. They are:

- Designed and created by those who will pay the assessment
- Governed by those who pay through a property and business board that supervises operations and submits a yearly implementation plan.
- Implemented by those who pay ...through a non-profit, private sector, management organization.
- Established through the support of the property owners who will pay the proposed property assessments.
- Established for a predetermined number of years with a sunset clause that requires a new approval by those who pay to renew the BID

Section 3 City Center Improvement Plan Summary

Improvement Plan Summary

Developed by property owners in Downtown Columbia, the City Center Improvement District Plan improves and conveys special benefits to properties located within the boundaries of the BID. The City Center Improvement District provides new and enhanced improvements and activities including maintenance, public space cleaning and sanitizing, security, homeless outreach, transportation, marketing, retail recruitment, promotion and economic and residential development services above and beyond those provided by the City.

Location

Approximately 36 blocks, an area defined in Section 4 of this plan. (See map on Exhibit 1).

Value of District

The total estimated fair market value of the private properties within the proposed district as appraised by the Richland County Assessor as of September 2011 was \$403,212,282. As of September 2020, it was \$572,379,700, a 42% increase.

Improvements, Activities, Services

Public Space Management

Enhanced Security Programs:

- Downtown Ambassadors
- Security Patrols
- Courtesy Shuttle Service. Suspended due to the pandemic – expected to resume when safe.
- Visitor, Pedestrian, and Motorist Assistance
- Enhancements to street lighting and parking

Enhanced Maintenance programs:

- Enhanced cleaning and sanitizing of public spaces
- Graffiti Removal; Poster and Handbill Removal
- Sidewalk/Gutter Cleaning
- Sidewalk Pressure Washing
- Trash Removal
- Dog Waste Receptacles
- Collection of Cigarette Debris from special receptacles

Enhanced Landscape Programs

- Tree Grate Maintenance
- Landscape Maintenance in Special Areas
- Plant and Maintain Flower Baskets, Flower Planters
- Sidewalk Weeding

Special Projects

- Activation of current and creation of new public spaces.
- Additional Trash Cans and branding wraps
- Public Art Installation

Economic Development

Communication/Marketing

- Funding and Distribution of Visitor Guides and MSD Maps
- Clean and Safe Promotions
- Public Relations, Marketing and Branding Services
- City Center Marketing Campaigns
- Street Banners and Holiday Decorations
- Improved Signage
- Support and Promote Events in the MSD

Business Development

- Business & Retail Recruitment & Retention
- Developer & Investor Recruitment
- Market Research & Data Collection
- Residential Recruitment & Demographics
- Encourage implementation of Commercial New Façade Improvement Program

Quality of Life Development

- Develop and support efforts for cultural, artistic, and healthy activities and events
- Enhance the district's capability and image to be a desirable place to work, live, and visit.

Planning

- Grant Writing
- Public/Private Planning Activities
- Work with city and other partners to improve connections to other districts

Method of Financing:

A levy of assessments upon real property and buildings which benefit from the improvements and activities.

Budget:

Anticipated district budget contribution from private property assessment for the year 2021 of operation is \$1,038,000.

In addition to private property assessment, it is anticipated that public property owners (City, County, State and Federal) will contribute at least \$210,117 to the year 2021 operations budget.

It is also anticipated that non-profit property owners (Churches, Hospitals) will contribute at least \$75,000 to the year 2021 operations budget.

Anticipated miscellaneous revenue and grants will contribute \$1,000 to the year 2021 operations budget.

Total Operations Budget year 2021: \$1,324,117

Cost:

Annual assessments are based upon an allocation of specific program costs. Two property assessment variables, appraised value and street frontage on Main Street, are used in the calculation.

The annual yearly assessments are not expected to exceed the rates listed below during the full term of the BID unless specifically authorized by City Council.

Assessment Rate

Per Dollar of Fair Market Value	\$.001844
Per Foot of Property Frontage on Main Street	\$4.01

****Properties fronting Main Street are subject to both assessments.****

City Services:

The City has agreed that existing City services will continue to be provided within the BID District at the same level as before the BID was created consistent with City services provided in other areas. BID services are in addition to existing City services.

District Formation:

A District may be formed by either of two processes.

1. Submission of signed petitions from property owners who represent a majority per capita of all owners of real property within the district, which is not exempt from ad valorem taxation.
2. The City may create an improvement district through an ordinance adopted by a majority of council after a public hearing at which the plan is presented, including the proposed basis and amount of assessment.

This plan anticipates that the City will form the district using Process No. 2, the same process used when the district was reauthorized in 2011.

Duration:

The Business Improvement District will have a 10-year life (January 1, 2022 through December 31, 2031). After nine years, a new implementation plan must be developed, and the approval process must be repeated in order to continue beyond the tenth year.

Governance:

The City of Columbia as the governing body must approve the 10-year implementation plan. City Center Improvement District budgets may be refined annually within the limitations set forth in the district implementation plan, by the board of the private sector management/implementation organization. Any changes to the implementation plan during the term of the district that are not within the limitations set forth for changes in the plan, must be approved by the City Council acting as the governing body.

Through a contract with the governing body (i.e. City of Columbia), a property owner-led, private sector, non-profit district management/implementation organization will implement the improvements and activities defined in the Plan and will manage the day-to-day operations of the District.

On a yearly basis a report summarizing the accomplishments of the District as well as a report of the financial activities of the District will be submitted to the governing body and to each assessment-paying property owner.

Section 4

CITY CENTER IMPROVEMENT DISTRICT BOUNDARIES

An approximate 36-block area has been identified for the City Center Improvement District. The map on Exhibit 1 of this report identifies district boundaries. These boundaries have remained consistent since the original formation of the BID in 2001.

District Boundaries

The District includes all properties within an area defined by the following boundaries:

The Western boundary is:

The western property line of property on the West side of Assembly Street from Elmwood Avenue to Gervais Street

The Northern boundary is:

The northern property line of property on the South side of Elmwood Avenue from Assembly Street to Marion Street

The Eastern boundary is:

The eastern property line of property on the East side of Marion Street from Elmwood Avenue to Gervais Street.

The Southern boundary is:

The southern property line of property on the North side Gervais Street from Assembly Street to Marion Street.

For a graphic representation of the boundaries of the City Center Improvement District see the map labeled “Exhibit 1.”

Section 5

PROGRAMS AND SERVICES TO BE PROVIDED

Process to Establish the Improvement District Plan

Through a series of focus group meetings and BID-Advisory Committee meetings of the City Center Partnership Long Range Planning Committee – all held virtually because of the ongoing pandemic -- and ongoing discussion with the Board of Directors, Downtown Columbia stakeholders collectively determined the priority for improvements and activities to be delivered by the City Center Improvement District. The primary needs as determined by the stakeholders were safety/security/cleanliness, maintenance, marketing/communications, homeless outreach, connectivity, economic development and retail recruitment.

All properties receive a core level of all the district's services. In addition, Main Street receives a higher level of maintenance. The additional frontage assessment on Main Street reflects the increased level of services provided.

What We Will Do!

PUBLIC SPACE DEVELOPMENT & MANAGEMENT

The coronavirus pandemic has brought with it a greater demand for outdoor spaces and seating that has already reshaped public space, especially with many restaurants moving indoor dining outside. Moving forward, a greater emphasis will be needed on management of these spaces, especially those that use existing outdoor areas such as public sidewalks. Enhancing the safety and cleanliness of these areas will be a key goal of the City Center Partnership.

Public Safety Program

City Center Public Safety Program

The 36-block City Center security program mission is to support the police department, property owners and tenants in overall crime prevention efforts and reduction in street disorder, while offering a customer service orientation to pedestrians and motorists. It provides highly visible security and is intended to supplement -- not supplant -- individual building security and the Columbia Police Department.

Integration with the Columbia Police Department

The downtown public security program will work closely with The Columbia Police Department and integrate the Downtown Columbia program with that of the Department as an effective "force multiplier."

Bicycle/Segway Defender/Foot Patrol

These patrols deter aggressive panhandling and other unsuitable street behavior. Their presence is a deterrent to theft and burglary from motor vehicles and has made an impact to reduce this cyclical

problem. They also deter and report illegal street vending, illegal dumping and code violations. They handle a myriad of quality of life problems, including drinking in public, urinating in public, indecent exposure, trespassing, aggressive panhandling, prostitution, and scavenging.

They perform goodwill gestures such as escorting employees and visitors to their vehicles or places of work, helping lost persons, changing flat tires, jumping dead batteries, and conducting tours. These patrols also assist with traffic control in the event of accidents, fires, or unusual occurrences.

They patrol assigned routes, covering all of the district. They are professional, assertive, friendly, courteous, people-oriented individuals in excellent physical condition. The bike patrol officers complete customized classroom district training and additional hours of field training.

Evening Safety patrol

The evening patrol has increased the sense of safety for downtown residents and the patrons of the restaurants, churches, hospital, hotels, and other businesses that cater to a nighttime clientele.

Maintenance Program

City Center Clean Team: In order to deal effectively and consistently with maintenance issues a City Center Maintenance Plan has been established. A multi-dimensional approach has been developed consisting of the following elements:

Sidewalk Maintenance: Uniformed, radio-equipped personnel sweep litter, debris and refuse from sidewalks and gutters of the district. Personnel also collect trash and debris as necessary, including maintaining pet “comfort stations.”

Graffiti Removal: Removal of graffiti by using solvent and pressure washing. The District maintains a zero tolerance graffiti policy. All tags are removed within 24 hours once the team is notified of the presence of graffiti.

Sidewalk Pressure Washing: The district standard is to have all sidewalks cleaned as necessary to maintain a “just cleaned” appearance at all times.

Paper Sign and Handbill Removal: Paper signs and handbills taped or glued on public property, utility boxes, poles and telephones are removed by hand or when necessary by high-pressure hose.

Special Collections: A truck is available to collect items illegally dumped in the district.

Maintenance Problems Requiring Third Party Intervention: Problems that create blighted or unsafe conditions in the district, but are outside of the jurisdiction of the district to repair are monitored, and the responsible party is contacted and asked to deal with the issue. These types of problems include blocked or damaged sewers or drains, damaged sidewalks/streets/alleys, non-operating streetlights, damaged or missing street signs, etc.

Landscape Maintenance Program

Litter/Weed Removal: Public landscape areas, tree wells and planters are maintained and kept free of litter and weeds.

Seasonal Planting: A program of seasonal plantings with colorful flowers has been developed and more than 201 planters and baskets are maintained.

Special Projects Program

Public Art: A program has been developed to facilitate the installation of public art within the district. This includes permanent installations as well as seasonal projects, such as the popular seasonal yarn-bombing displays.

Street Furniture: Additional street furniture (chairs and tables), trashcans, and cigarette receptacles have been added and are serviced, as necessary.

ECONOMIC DEVELOPMENT

Columbia's Main Street District needs to position itself for opportunities that may arise post pandemic.

Communications/Marketing

Programs will continue to be developed that will tell the story of change and improvement in downtown Columbia. As the city recovers from the pandemic, communications and marketing will play a critical role in attracting people to return to a safe, clean and healthy downtown. The program includes:

- Street Banner Program
- LED Holiday Lights installed at major intersections along Main Street and Seasonal Decorations purchased
- The Visitor Guide distribution and MSD Maps
- Maintaining and updating the MSD Website

- Business directory on website
- Use of Social Media to promote the BID area including Instagram, Facebook, and Twitter
- Monthly Electronic Newsletters to more than 2,000 people and Printed Annual Report for stakeholders
- MSD Interest Tours
- Continue to Improve Wayfinding Signage Program

Business Development

New tools will be developed, and older tools revitalized coming out of the pandemic to support the efforts of individual property owners and brokers to attract and retain tenants. Some of these tools are:

- Defined Business and Retail Recruitment and Retention Strategy
- Investor, Tenant and Broker Recruitment Support Information
- Residential Recruitment and Demographics Development
- Work as a liaison with other city offices
-

Planning

- Public/Private Planning Activities
- Parking Study
- Resource Sourcing
- Grant Writing

ADMINISTRATION

Management Personnel

A professional staff that requires centralized administrative support manages the City Center improvements and activities. Additionally, this staff serves as a liaison between property owners, businesses and public agencies. District services are delivered a minimum of 16 hours a day, seven days a week and require management staff 16 hours a day, seven days a week.

Section 6 Operating Budget

FY 2021 Operating Budget Summary

The summary of the FY 2021 operating budget for the City Center Improvement District is provided. The total improvement and activity plan budget for 2021 is projected at \$1,324,117 made up of the following components:

PUBLIC SPACE MANAGEMENT	Budget Total	\$ 1,324,117
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Public Clean and Safety Program

The budget for the public safety program is **\$538,062 or 40%** of the **total District budget**.

- **Enhanced Security Programs**

The public safety programs are designed to improve both the reality and the perception of safety in the City Center. Individual public safety programs are detailed in Section 5.

- **Enhanced Maintenance**

In order to establish and maintain cleanliness throughout the District the Maintenance program will remove graffiti, remove trash and debris, provide sidewalk maintenance, sidewalk pressure washing and other services as detailed in Section 5.

- **Enhanced Landscape Services**

To provide a more positive perception of the City Center an enhanced landscape program will be provided as detailed in Section 5.

- **Special Projects**

Special projects are projects that are important to increasing the quality of life in the public environment, but do not fit within one of the other categories. Special project details are found in Section 5.

ECONOMIC DEVELOPMENT

In order to tell the story of downtown Columbia, and continue to build upon the positive changes in both perception and reality, we have developed a communications, marketing and economic development program as detailed in Section 5.

The budget for economic development programs is **\$516,405 or 39%** of the **total District budget**.

ADMINISTRATION

In order to manage the day-to-day activities of the BID a professional administrative staff and office is necessary to ensure the delivery of quality services. The budget for administration is **\$278,065 or 21%** of the **total District budget**.

Section 7

ASSESSMENT METHODOLOGY

Assessment Methodology

Downtown Columbia property owners and business owners have emphasized that the assessment formula for the District must be fair, balanced and have a direct relationship between benefits received and costs.

Calculation of Assessments

The preceding methodology is applied to a database that has been constructed by the Downtown Columbia property owners and its consultant team. The process for compiling the property database includes the following steps:

1. Property data was first obtained from the County Assessor's Office
2. County Assessor property data was cross-checked with reliable private sector data sources
3. A site survey was undertaken to verify selective data.

Based upon the methodology as set forth above, property data compiled by the Downtown Columbia property owners and the District budget will yield the following assessments for each benefit zone.

The annual yearly assessments will not exceed the rates listed below during the first year of the BID.

Assessment Rate	
Per Dollar of Fair Market Value	\$.001844

Assessment Rate	
Per Foot Frontage on Main Street	\$4.01

In future years, assessments may change, up or down, if appraised value information changes. We do not anticipate any increases in the assessment rates unless unforeseen circumstances occur.

Budget Adjustments

If there is a budget surplus, it will be rolled into the following year's District budget. Yearly expenditures and budgets shall be set so that at the end of each year there will not be a planned deficit at the end of any year.

Time and Manner for Collecting Assessments

As provided by state law, the City Center BID assessment will appear as a separate line item on annual property tax bills.

Government Assessments

The City Center Improvement District plan assumes that the City, County and Federal Government will pay fair-share assessments for property owned within the boundaries of the District.

It is the intent of the improvement district law to provide services only to those properties that pay assessments. District services will not be provided to government properties that do not pay District assessments. All reasonable efforts will be made to include government properties on a voluntary basis in the District assessment.

Residential Assessments

Owner occupied residential property which is taxed under Section 12-43-220 (c) will not be assessed unless the owner gives the governing body written permission to include the property within the improvement district. Multi-unit residential property and non-owner occupied horizontal property regime units which are not taxed or will not be taxed pursuant to Section 12-43-220 (c) will be assessed.

Non-profit Assessments

Property held in a non-profit status that does not currently pay ad valorem taxes will not be required to pay District assessments by the City Center Partnership Board of Directors. All reasonable efforts will be made to include non-profit properties on a voluntary basis in the District assessment. The District budget assumes participation from some non-profit property owners.

Section 8

GOVERNING THE BUSINESS IMPROVEMENT DISTRICT

Private Sector, Management/Implementation Organization

Through a contract with the governing body (i.e. City of Columbia), a property owner-led, private sector, non-profit district management/implementation organization will implement the improvements and activities defined in the Plan and will manage the day-to-day operations of the District. This group's professional management staff will handle communications and administration for the District.

The City of Columbia as the governing body, must approve the 10-year implementation plan. City Center Improvement District budgets and policies may be refined annually within the limitations set forth in the district implementation plan, by the board of the private sector management/implementation organization. During the term of the District, any changes to the implementation plan that are not within the limitations set forth for changes in the plan must be approved by the City Council.

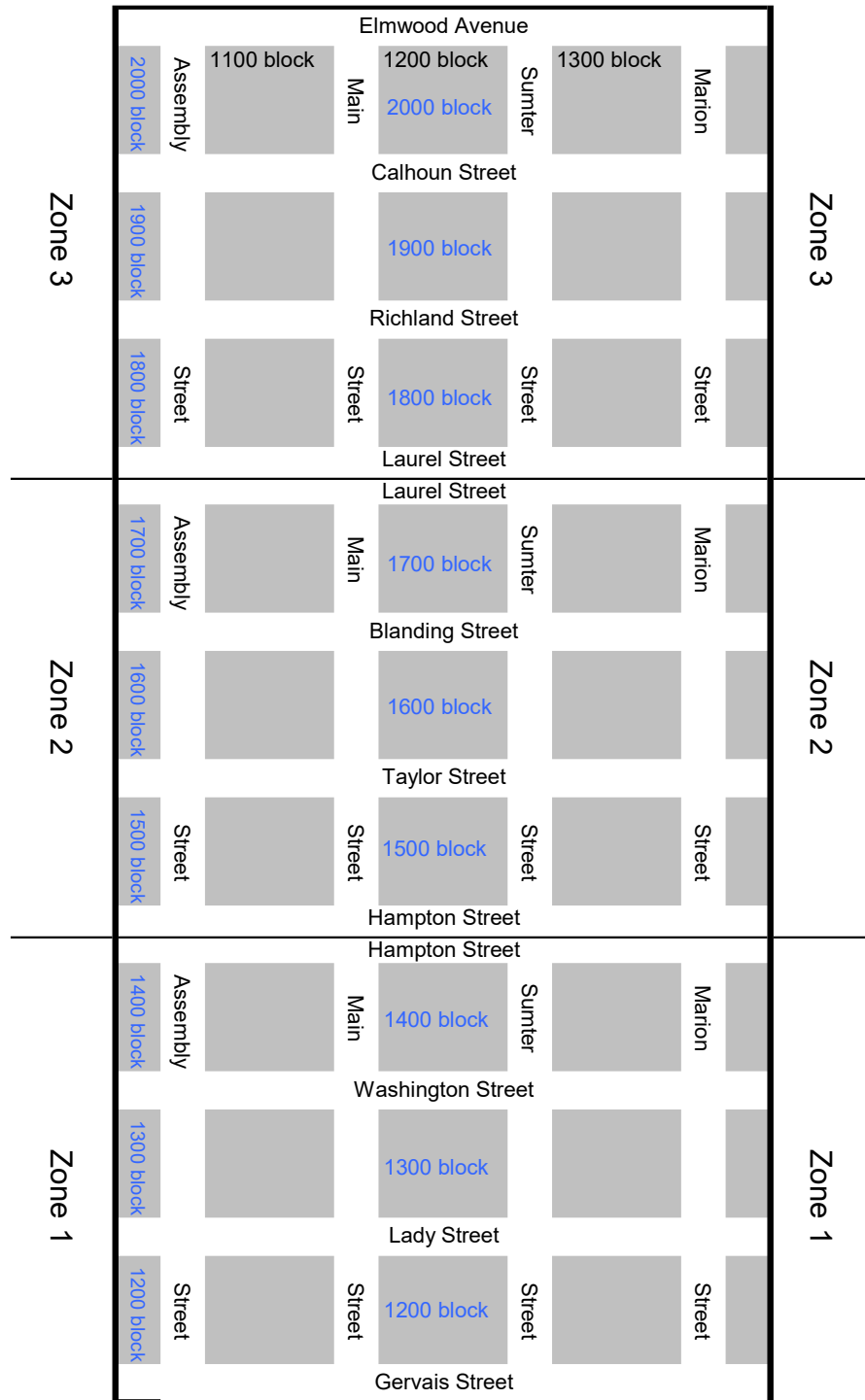
On a yearly basis the management/implementation organization will issue a report summarizing the accomplishments of the district as well as a report of the financial activities of the district. The report will be submitted to the City Council as the governing body and to each assessment-paying property owner.

Section 9

CONTINUATION OF CITY SERVICES

Throughout the process to establish the City Center Improvement District, business and property owners have voiced concerns that the City of Columbia maintain existing services at verifiable “baseline” service levels. A formal baseline level of service policy ensures that existing City services are enhanced and not replaced by new BID improvements and activities.

**City Center Partnership, Inc.
Business Improvement District Grid**



MAIN STREET BUSINESS IMPROVEMENT DISTRICT

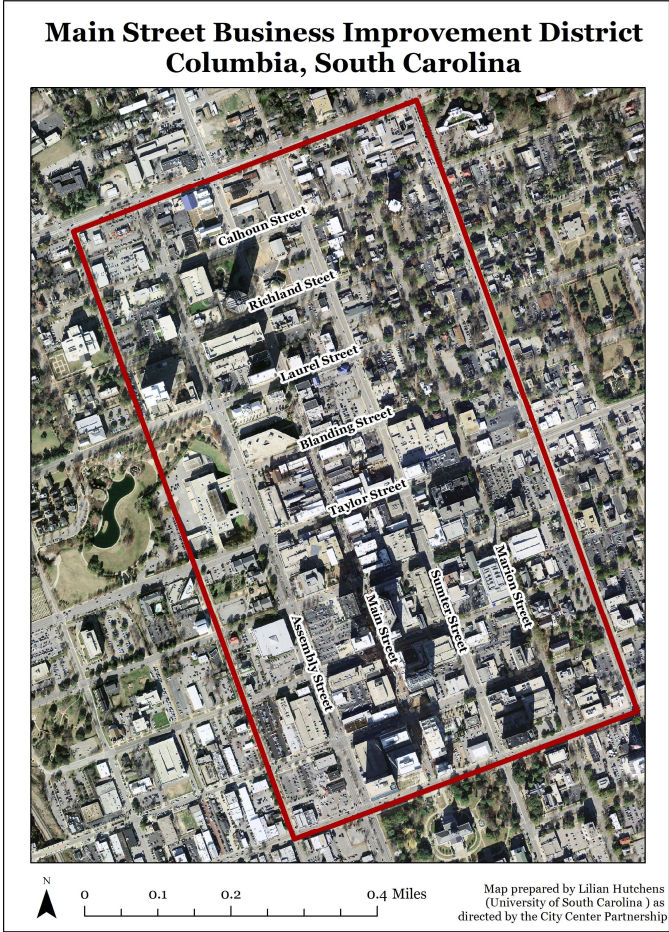
WHY RENEW IN 2021?



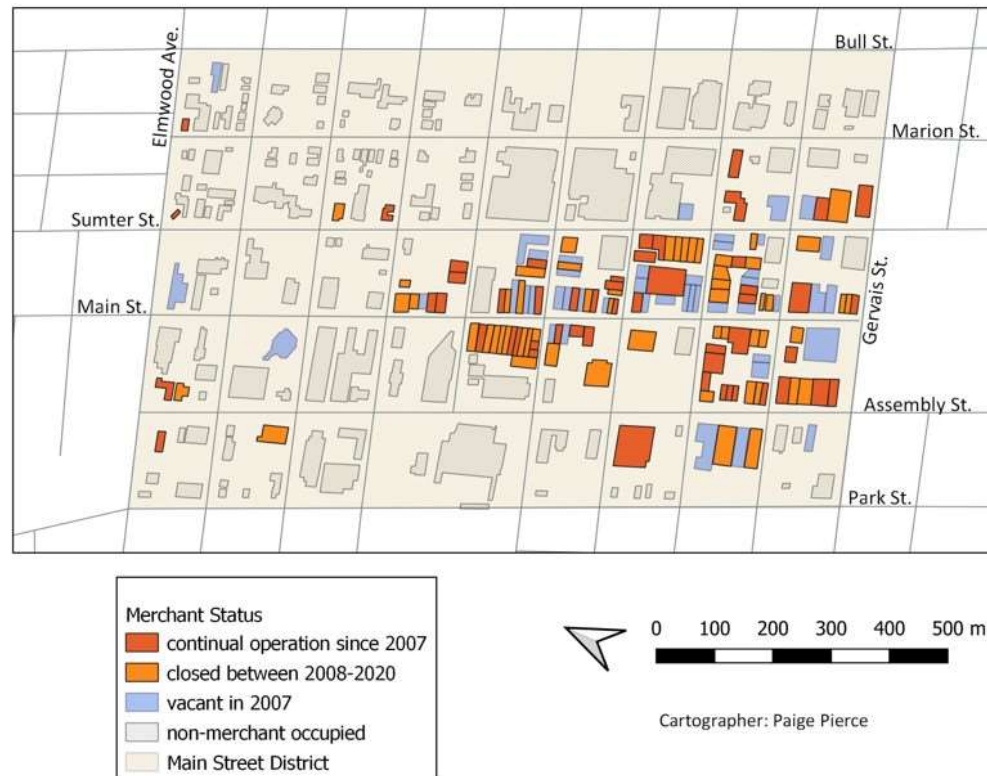


WHAT IS THE CCP?

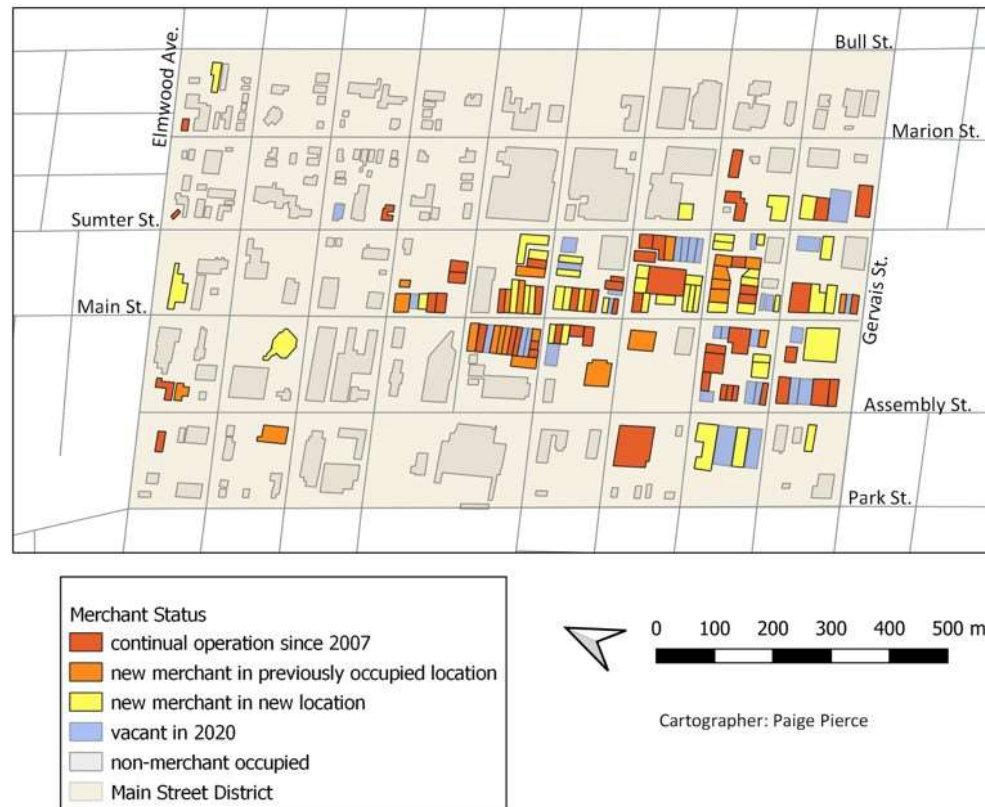
Formed in 2001, City Center Partnership manages the downtown Business Improvement District (BID), a 36-block area bounded by Gervais, Elmwood, Assembly, and Marion streets in Columbia, focusing on filling vacancies in commercial properties, retaining existing downtown businesses and recruiting new ones, expanding the downtown residential base, and creating a safe, clean, and friendly downtown environment.



Main Street District's Merchants 2007



Main Street District's Merchants 2020



PROPERTY VALUES

2003

\$302,288,292

2007

\$373,103,300

2011

\$403,212,282

2015

\$461,143,799

2018

\$485,938,900

HOUSING
UNITS



789⁺

AVERAGE
RESIDENTIAL RENT

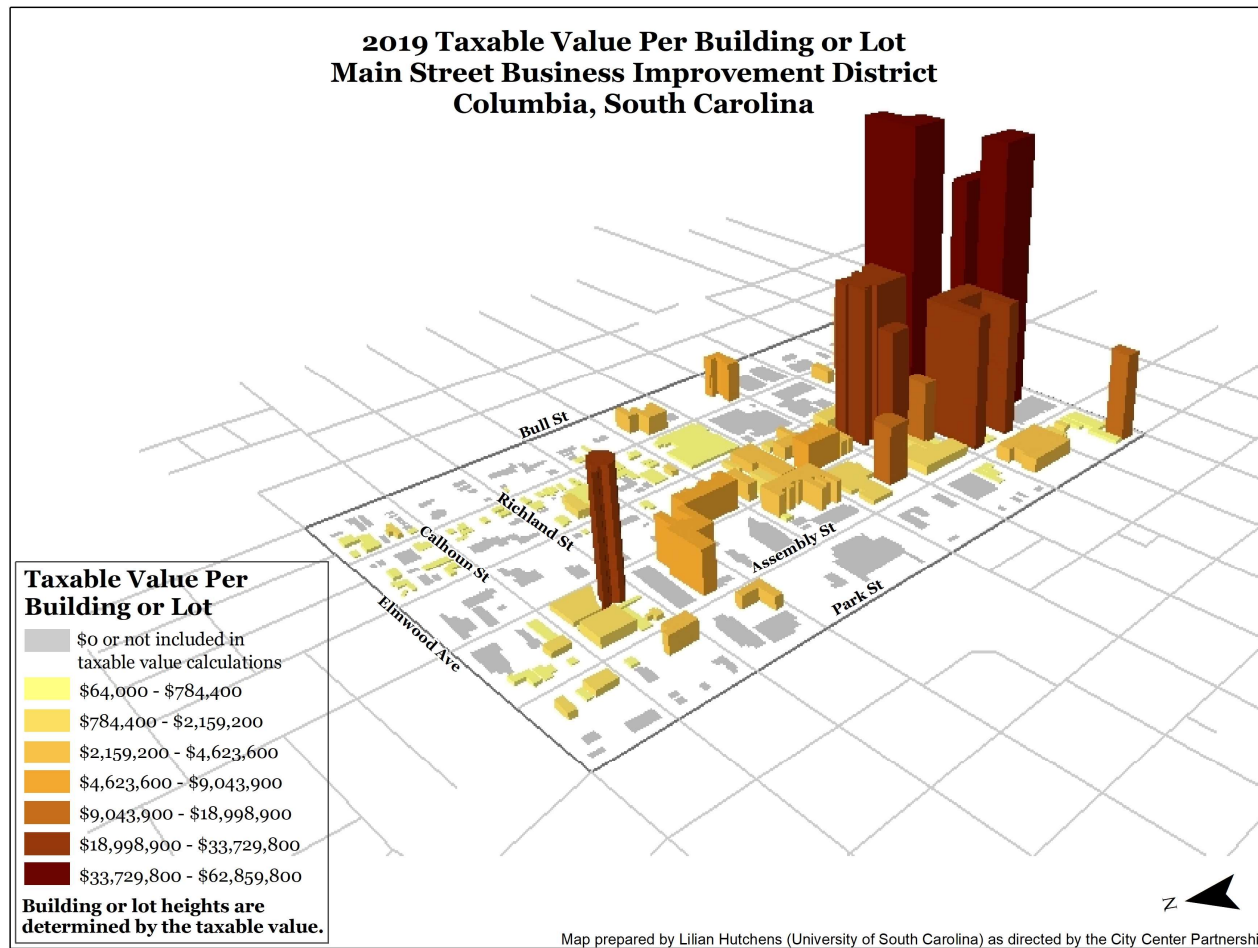


\$1,150

POPULATION
DOWNTOWN



2,000





HOSPITALITY
ASSISTS



25,698

POUNDS OF
TRASH REMOVED



584,306

(OVER 292 TONS)

COMPLIMENTARY
SHUTTLES



98,571

	14,500		16,000		12,000
	24,000		10,000		80,000
	175,000		440,000		20,000

HOTEL
ROOMS



447

HOTEL ROOMS
OCCUPANCY



75%

RESTAURANTS



55+

FESTIVALS
& EVENTS



100+



TIMELINE FOR BID RENEWAL



INFORMATION PACKETS MAILED TO STAKEHOLDERS BY LATE MAY 2021.



MAY 27, 2021- ADVISORY NOTICE IN STATE NEWSPAPER



JUNE 15, 2021- 12PM - DEADLINE FOR WRITTEN OBJECTIONS



JUNE 15, 2021- PUBLIC HEARING with CITY COUNCIL