



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JUNE 2, 2020

The Columbia City Council will conduct a Meeting and Budget Public Hearing on Tuesday, May 19, 2020 at 2:00 p.m. using Video Conferencing Technology. The Virtual Meeting will be streamed online at www.columbiasc.gov. The public has the ability to listen to audio and participate in the meeting via telephone by calling **855-925-2801**. When prompted, please enter the meeting code: **8828**. Then press ***1 to listen**. For additional meeting information visit www.columbiacitysc.igm2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting portal, please contact the City Clerk at (803)545-3043 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

APPROVAL OF MINUTES

1. Council is asked to approve the March 17, 2020, March 20, 2020, and March 26, 2020 City Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

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

FISCAL YEAR 2020/2021 BUDGET WORKSHOP

3. Fiscal Year 2020/2021 Proposed Budget - Ms. Missy Caughman, Budget & Program Management Director

CONSENT AGENDA ITEMS 4 THROUGH 28

4. Council is asked to approve renewal of Coban Data Video Mobile Service (DVMS) Solution Maintenance, as requested by the Columbia Police Department. Award to COBAN Technologies, using the SC State Contract in the amount of \$151,716.10. This vendor is located in Houston, TX.

Funding Source: Police Administrative Services - Maintenance & Service Contract: 1012402-638200. The original budgeted amount \$152,000.00.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, JUNE 2, 2020**

5. Council is asked to approve the Purchase of the 2nd Annual Subscription for the Gun Fire Alert and Analysis Service, as requested by the Columbia Police Department. Award to ShotSpotter, Inc., as a Sole Source in the amount of \$390,000.00. This vendor is located in Newark, CA.

Funding Source: Police Administrative Services (1012402-638200). The original budget amount is \$390,000.00. This is year two of the three-year subscription.

6. Council is asked to approve the purchase of three Nissan Rogues for Water Customer Care, as requested by the Fleet Services Division to replace high mileage department vehicles. Award to Hudson Charleston Nissan, using the SC State Contract in the amount of \$58,056.00. This vendor is located in Charleston, SC.

Funding Source: Customer Service - Auto, Trucks, Hvy Equip-Capital; 5511407-658500. The original budgeted amount is \$58,056.00

7. Council is asked to approve the purchase of CIPP Liner Total Equipment System & Enclosed Trailer for the Wastewater Maintenance Division, as requested by Columbia Water. Award to Schwalm USA, LLC, using the HGACBuy Cooperative Contract in the amount of \$145,875.60. This vendor is located in Greenville, SC.

Funding Source: Utilities Wastewater Maintenance - Machinery & Equipment-Capital (5516205-658300). The original budgeted amount is \$120,500.00 and additional funding in the amount of \$25,375.60 will come from (5516205-638305).

8. Council is asked to approve the purchase of a Dump Truck for the Street Division, as requested by the Fleet Services Division. Award to Shealys Incorporated, using the SC State Contract, in the amount of \$160,661.00 This vendor is located in Columbia, SC.

Funding Source: Streets-Storm Drains-Auto, Trucks, Hvy Equip-Capital (5534203-658500). The original budgeted amount is \$160,661.00.

9. Council is asked to approve the Capital Replacement Vehicle Purchases, as requested by the Fleet Services Division. Award to various vendors listed in the chart for a total amount of \$811,691.19.

Funding Source: Capital Replacement-Auto, Trucks, Hvy Equip-Capital; 6308972-658500. The original budgeted amount is \$811,691.19.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, JUNE 2, 2020**

Capital Replacement Vehicle Purchase Requests	Vendor	Location	Total Amount
Refuse Truck for Parks and Recreation	Carolina International Trucks, Inc.	Columbia, SC	\$91,324.00
Four Dump Trucks with 16ft. Refuse Collection Body for Solid Waste	Carolina International Trucks, Inc.	Columbia, SC	\$365,296.00
2020 Isuzu 10 Yard Refuse Truck for Solid Waste	Shealy Truck Center	Columbia, SC	\$141,114.26
Four Chevrolet Malibus for Parks and Recreation	Love Chevrolet	Columbia, SC	\$72,712.00
Two Ford Expeditions and one Ford F150 for Columbia Fire Department	Vic Bailey Ford	Spartanburg, SC	\$141,244.93

10. Council is asked to approve SCDOT Memorandum of Agreement 39-20 for In-Contract Utility Relocation SCDOT Project ID P029208; City of Columbia waterline relocation due to the construction and improvements along a segment of I-26, as requested by Columbia Water. SCDOT will bear all cost related to the project.
11. Council is asked to approve Contract Amendment #2 for Project WM3923, Earlewood Water Distribution Infrastructure Improvements, as requested by Columbia Water. Award to Hussey Gay Bell in the amount of \$50,000.00. This firm is located in Columbia, SC.

Funding Source: Water & Sewer Capital Projects (5529999-WM392301-658650). The original budgeted amount for this amendment is \$50,000.00. The total revised contract amount is \$850,000.00.

This Amendment extends the term of the contract from June 30, 2020 to December 31, 2020, and increases funding by \$50,000.00. Hussey Gay Bell, will continue to provide construction overview and observation services for an additional six (6) month period at 100% (\$50,000.00) of the requested amendment amount.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JUNE 2, 2020

-
12. Council is asked to approve a Contract for Project WM4520; Genstar Ground Storage Tank Demolition, as requested by Columbia Water. Award to Complete Demolition Services, LLC in an amount not to exceed \$169,200.00 which includes contingency. This firm is located in Carrollton, GA.

Funding Source: Utilities Lake Murray Water Plant (5516207-WM452001-638500). The original budget amount for this project was \$150,000.00. The additional funding will be coming from Utilities Lake Murray Water Plant Equipment Repair/Service (5516207-631800) and Utilities Lake Murray Water Plant Raw Water (5516207-637500).

13. Council is asked to approve a Contract for Project SS7323; Food Lion Pump Station Demolition and Sanitary Sewer Installation Services at West Beltline Boulevard and Brookland Circle, as requested by Columbia Water. Award to Corley Construction Company, LLC in an amount not to exceed \$1,879,633.80 which includes contingency. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects (5529999-SS732301-658650). The original budgeted amount for this project was \$1,894,614.34.

This is both a Local Business Enterprise (LBE) and a Columbia Disadvantaged Business Enterprise (CDBE) project with a 17% CDBE goal that was met at 17% (\$290,488.86) of the total contract value. Corley Construction Company, LLC, the prime contractor, is a MBE located in Columbia, SC. The prime contractor will be providing demolition services as well as sanitary sewer line installation services at 83% (\$1,418,269.14) of the total contract value.

The following subcontractors/suppliers will be performing additional services/supplies:

CL Construction Company, a MBE and CDBE located in Columbia, SC, will be providing asphalt, concrete and flowable fill at 17% (\$290,488.86) of the total contract value.

14. Ordinance No.: 2020-033 Granting an encroachment to Patrick Keegan for the use of the right of way area of the 2600 block of Monroe Street for the installation and maintenance of a brick retaining wall adjacent to 2608 Monroe Street and 130 King Street, Richland County TMS#11314-01-01

First reading approval was given on May 19, 2020.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, JUNE 2, 2020**

-
15. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 215 Bush River Road; TMS# 07308-01-07

Ordinance No.: 2020-047 Annexing 215 Bush River Road, Richland County TMS# 07308-01-07

Council District: 2
Proposal: Request to annex, assign interim land use classification of Urban Core Regional Activity Center (UCAC-3) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.
Applicant: Boozer Shopping Center, Inc.
Staff Recommendation: Approval
PC Recommendation: 05/04/2020: Annex, Assign Interim Land Use & Interim Zoning

First reading approval was given on May 19, 2020.

16. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 151 Clemson Road; TMS# 25705-07-27

Ordinance No.: 2020-018 Annexing and Incorporating 151 Clemson Road, Richland County TMS#25705-07-27 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4
Proposal: Request to annex, assign land use classification of Regional Activity Corridor (AC-3) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.
Applicant: Sumo Japanese Steakhouse, Inc.
Staff Recommendation: Approval
PC Recommendation: 01/06/2020; Approval (7-0)

First reading approval was given on May 19, 2020.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, JUNE 2, 2020**

-
17. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 171 Clemson Road; TMS# 25705-07-2

Ordinance No.: 2020-016 Annexing and Incorporating 171 Clemson Road, Richland County TMS#25705-07-25 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4
Proposal: Request to annex, assign land use classification of Regional Activity Corridor (AC-3) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.
Applicant: Michael E. Hutchins
Staff Recommendation: Approval
PC Recommendation: 01/06/2020; Approval (7-0)

First reading approval was given on May 19, 2020.

18. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 220 Deerwood Street; TMS# 13805-05-18

Ordinance No.: 2020-017 Annexing and Incorporating 220 Deerwood Street, Richland County TMS#13805-05-18 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 3
Proposal: Request to annex, assign land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of General Residential District (RG-2). The property is currently classified as Mixed Use Corridor and zoned RM-HD by Richland County.
Applicant: Christopher Seamon
Staff Recommendation: Approval
PC Recommendation: 01/06/2020; Approval (7-0)

First reading approval was given on May 19, 2020.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, JUNE 2, 2020**

-
19. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY for 6728 Wingard Street; TMS# 16407-04-04

Ordinance No.: 2020-041 Annexing and Incorporating 6728 Wingard Street, Richland County TMS# 16407-04-04 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

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-1). The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County

Applicant: Venson Howard Reese

Staff Recommendation: Approval

PC Recommendation: 03/02/2020; Approval (7-0)

First reading approval was given on May 19, 2020.

20. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 940 Gracern Road TMS# 07301-02-01

Ordinance No.: 2020-038 Annexing and Incorporating 940 Gracern Road, Richland County TMS# 07301-02-01 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 2

Proposal: Request to annex, assign land use classification of Employment Campus (EC) and assign zoning of General Commercial (C-3). The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County.

Applicant: American Home Renovations, LLC / Julius Brazell

Staff Recommendation: Approval

PC Recommendation: 05/04/2020; Pending (7 - 0)

First reading approval was given on May 19, 2020.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, JUNE 2, 2020**

21. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 14.4 acres N/S Garners Ferry Road, 17.91 acres N/S Garners Ferry Road, 11.08 acres W/S Benson Road (Parcel E), 11.08 acres W/S Benson Road (Parcel F), 17.2 acres W/S Benson Road, 4.96 acres E/S Benson Road, 44.55 acres N/S Garners Ferry Road and 45.15 acres N/S Garners Ferry Road; TMS#: 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-29, 19100-04-30, 19100-04-31, 19100-04-19 and 19100-04-22

Ordinance No.: 2020-042 Annexing and Incorporating 14.4 acres N/S Garners Ferry Road, 17.91 acres N/S Garners Ferry Road, 11.08 acres W/S Benson Road (Parcel E), 11.08 acres W/S Benson Road (Parcel F), 17.2 acres W/S Benson Road, 4.96 acres E/S Benson Road, 44.55 acres N/S Garners Ferry Road and 45.15 acres N/S Garners Ferry Road, Richland County TMS# 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-29, 19100-04-30, 19100-04-31, 19100-04-19 and 19100-04-22 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 3

Proposal: Request to annex, assign land use classifications of Community Activity Corridor (AC-2), Urban Edge Residential Small Lot (UER-1), and Urban Edge Residential Large Lot (UER-2) and assign zoning of General Commercial District (C-3), Office and Institutional District (C-1), Single Family Residential District (RS-3), and Single Family Residential District in a Flood Protective Overlay (RS-3, -FP). The property is currently classified as Neighborhood (Medium Density) and zoned General Commercial (GC) and Rural (RU) by Richland County

Applicant: Marion T. Burnside, Mary Blakely Hendricks Burnside, Bunrich Partners, Security Federal Bank, as Trustee of the Testamentary Trust U/W of Harriet Burnside Richmond dated May 20, 2009 Kendrick Hubbard Richmond, III, Security Federal Bank, as Trustee of the Testamentary Trust U/W of Harriet Burnside Richmond dated May 20, 2009 Kendrick Hubbard Richmond, IV

Staff Recommendation: Approval

PC Recommendation: 05/04/2020; Approval (6-0)

First reading approval was given on May 19, 2020.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, JUNE 2, 2020**

22. ZONING MAP AMENDMENT for 4427 Blossom Street, TMS# 13810-03-10

Council District: 3
Proposal: Request to rezone the parcels from General Residential District (RG-2) with a portion in the -Floodplain Area (-FP) to Neighborhood Mixed-Use District (MX-1) with a portion in the -Floodplain Area (-FP).
Applicant: Jeff Brooks, Innov8
Staff Recommendation: Approval
PC Recommendation: 03/02/2020; Approval(4-3)

First reading approval was given on May 19, 2020.

23. ZONING MAP AMENDMENT for 2201 Wayne Street, TMS# 09011-01-06

Council District: 1
Proposal: Request to rezone the parcels from Light Industrial District (M-1) to General Residential District (RG-2).
Applicant: Elizabeth G. Wallace, President - Wallace Realty and Investment
Staff Recommendation: Approval
PC Recommendation: 03/02/2020; Approval (7-0)

First reading approval was given on May 19, 2020.

24. ZONING MAP AMENDMENT for a 2.66-acre portion of S/S Ft. Jackson Blvd., TMS# 16503-05-04(p)

Council District: 4
Proposal: Request to rezone a +/- 2.66-acre portion of the parcel from Single-Family Residential District (RS-1) and General Commercial District (C-3) with a portion in the Floodplain Area (-FP) to General Commercial District (C-3) with a portion in the Floodplain Area (-FP).
Applicant: QuikTrip Corporation
Staff Recommendation: Approval
PC Recommendation: 05/04/2020; Approval (7-0)

First reading approval was given on May 19, 2020.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, JUNE 2, 2020**

-
25. ZONING MAP AND TEXT AMENDMENT for 1-acre portion of 2.14 acres W/S Barnwell Street, TMS# 11404-10-04(p)

Ordinance No.: 2020-015 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 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add a one (1) acre portion of the West Side of Barnwell Street known as Richland County TMS #11404-10-04(p)

Council District: 2
Proposal: Request to rezone the parcel from PUD-LS to PUD-LS, -DP and Amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark
Applicant: Todd Avant, Avant Holdings, LLC and Robert E. Hughes, Tellus Delaware, LLC
Staff Recommendation: Approval
PC Recommendation: 01/06/2020; Approval (7-0)
D/DRC Recommendation: 01/09/2020; Approval (6-0)

First reading approval was given on May 19, 2020.

26. ZONING MAP AND TEXT AMENDMENT for 1813 Main Street, TMS# 09082-01-01, 09082-01-02, 09082-01-03, 09082-01-04 and 09082-01-05, 09082-02-01, 09082-02-02 and 09082-02-03, 09082-03-01, 09082-03-02 and 09082-03-03, and 09082-04-01, 09082-04-02, 09082-04-03, 09082-04-04, 09082-04-05, 09082-04-06, 09082-04-07, 09082-04-08, 09082-04-09, 09082-04-10, 09082-04-11, 09082-04-12, 09082-04-13, 09082-04-14, 09082-04-15, 09082-04-16, 09082-04-17, 09082-04-18, 09082-04-19, 09082-04-20, 09082-04-21, 09082-04-22, 09082-04-23, 09082-04-24, 09082-04-25, 09082-04-26, 09082-04-27, 09082-04-28, 09082-04-29, 09082-04-30, 09082-04-31, 09082-04-32, 09082-04-33, 09082-04-34, 09082-04-35, 09082-04-36, 09082-04-37, 09082-04-38, 09082-04-39, 09082-04-40, 09082-04-41, 09082-04-42, 09082-04-43, 09082-04-44, 09082-04-45, 09082-04-46, 09082-04-47, 09082-04-48 and 09082-04-49



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JUNE 2, 2020

Ordinance No.: 2020-014 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 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 1813 Main Street, TMS# 09082-01-01, 09082-01-02, 09082-01-03, 09082-01-04 and 09082-01-05, 09082-02-01, 09082-02-02 and 09082-02-03, 09082-03-01, 09082-03-02 and 09082-03-03, and 09082-04-01, 09082-04-02, 09082-04-03, 09082-04-04, 09082-04-05, 09082-04-06, 09082-04-07, 09082-04-08, 09082-04-09, 09082-04-10, 09082-04-11, 09082-04-12, 09082-04-13, 09082-04-14, 09082-04-15, 09082-04-16, 09082-04-17, 09082-04-18, 09082-04-19, 09082-04-20, 09082-04-21, 09082-04-22, 09082-04-23, 09082-04-24, 09082-04-25, 09082-04-26, 09082-04-27, 09082-04-28, 09082-04-29, 09082-04-30, 09082-04-31, 09082-04-32, 09082-04-33, 09082-04-34, 09082-04-35, 09082-04-36, 09082-04-37, 09082-04-38, 09082-04-39, 09082-04-40, 09082-04-41, 09082-04-42, 09082-04-43, 09082-04-44, 09082-04-45, 09082-04-46, 09082-04-47, 09082-04-48 and 09082-04-49

Council District:	2
Proposal:	Request to rezone the parcel from C-5, -DD to C-5, -DD, -DP and Amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark
Applicant:	William Kitchens, 1813 Main, LLC
Staff Recommendation:	Approval
PC Recommendation:	02/03/2020; Approval (7-0)
D/DRC Recommendation:	02/13/2020; Approval (6-0)

First reading approval was given on May 19, 2020.



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, JUNE 2, 2020**

27. ZONING TEXT AMENDMENT to Amend §17-322-5p Five Points Overlay District

Ordinance No.: 2020-013 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 9, Supplementary District Regulations, Sec. 17-322--5p five points overlay district

Proposal: Amend City of Columbia's Code of Ordinances §17-322 to eliminate parking requirements for uses occupying 4,000 sq. ft. or less with the exception of SIC 5813, Drinking Establishments in the Five Points Overlay District.

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 01/06/2020; Approval (7-0)

Pertinent Section: Chapter 17, Article III, Division 9, Amend §17-322- -5p Five Points

Commercial Corridor Redevelopment Plan - First reading approval was given on May 19, 2020.

28. AMENDMENTS TO UNIFIED DEVELOPMENT ORDINANCE to Update Text and Revised Effective Date of Ordinance

Ordinance No.: 2020-022 Amending the effective date of Ordinance No.: 2019-013 repealing and replacing Chapter 17, Planning, Land Development and Zoning of the 1998 Code of Ordinances of the City of Columbia, South Carolina

Proposal: Amendments to the new Chapter 17 of the Columbia Code of Ordinances entitled "Unified Development Ordinance" adopted August 20, 2019, updating text and revising the effective date of Ordinance to November 1, 2020.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 02/03/2020; Approval (7-0)

Pertinent Sections: Chapter 17 of the Columbia Code of Ordinances

First reading approval was given on May 19, 2020.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, JUNE 2, 2020**

ZONING/PLANNING MATTERS - SECOND READING

29. ZONING MAP AMENDMENT for 2.57 acres S/W Rugby Road(p) and 4802 Brickyard Road(p), TMS# 09212-01-01(p) and 09212-02-12(p)

Council District: 1
Proposal: Request to rezone the parcels from Single-Family Residential District (RS-2) to General Residential District (RG-1).
Applicant: Jennifer Bishop, Greater Columbia CDC
Staff Recommendation: Approval
PC Recommendation: 03/02/2020; Approval (5-2)

First reading approval was given on May 19, 2020.

30. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2.74 acres S/W Rugby Road (portion), 0.31 acres E/S Rugby Road, 4802 Brickyard Road (portion), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, and 4860 Rugby Road TMS# 09212-01-01 (portion), 09212-02-01, 09212-02-12 (portion), 09305-04-18, 09305-04-19, 09309-15-08, and 09309-15-1

Ordinance No.: 2020-040 Annexing and Incorporating 2.74 acres S/W Rugby Road (pt), 0.31 acres E/S Rugby Road, 4802 Brickyard Road (pt), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, and 4860 Rugby Road, Richland County TMS# 09212-01-01 (pt), 09212-02-01, 09212-02-12 (pt), 09305-04-18, 09305-04-19, 09309-15-08, and 09309-15-11 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

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). The property is currently classified as Mixed Residential (High Density) and zoned RS-HD by Richland County.
Applicant: Grace Christian Ministries / Greater Columbia Community Development Corporation
Staff Recommendation: Approval
PC Recommendation: 03/02/2020; Approval (5-2)

First reading approval was given on May 19, 2020.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, JUNE 2, 2020**

-
31. COMPREHENSIVE PLAN –FUTURE LAND USE MAP AMENDMENT CASE SUMMARY 2.57 acres S/W Rugby Road(p) and 4802 Brickyard Road(p), TMS# 09212-01-01(p) and 09212-02-12(p)

Ordinance 2020-039 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 2.57 acres S/W Rugby Road (p) and 4802 Brickyard Road (p); Richland County TMS# 09212-01-01(p) and 09212-02-12(p)

Council District: 1
Proposal: Request to amend Chapter 8.3 of The Columbia Plan 2018 - Future Land Use Map to modify the land use classification of the property from Urban Core Residential Small Lot (UCR-1) to Urban Edge Residential Large Lot (UER-2).
Applicant: Krista Hampton, Planning & Development Services Director
Staff Recommendation: Approval
PC Recommendation: 03/02/2020; Approval (5-2)

First reading approval was given on May 19, 2020.

BUDGET PUBLIC HEARING & ORDINANCE FIRST READING

32. Ordinance No.: 2020-050 To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2021

ORDINANCES - FIRST READING

33. Ordinance No.: 2020-046 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b)

ORDINANCE - SECOND READING

34. Ordinance No.: 2020-024 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Washington & Assembly, LLC, Richland County TMS # R09013-03-06, R09013-03-07, R09013-03-08, R09013-03-09, R09013-03-10, R09013-03-11, R09013-03-12, and R09013-03-13)

First reading approval was given on May 19, 2020.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JUNE 2, 2020

RESOLUTION

- 35. Resolution No.: R-2020-061 Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1544 Main Street, Columbia, South Carolina Richland County TMS # R09014-09-24
- 36. Resolution No.: R-2020-062 City of Columbia, South Carolina Support of Fair, Direct Federal Emergency Support to Reopen and Rebuild Local American Economies

APPOINTMENTS

- 37. Columbia Tree and Appearance Commission
- 38. Central Midlands Regional Transit Authority

PUBLIC COMMENTS

EXECUTIVE SESSION

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

Legal advice pertaining to COVID-19

- 40. Discussion of the employment of an employee pursuant to §30-4-70(a)(1)

Municipal Court



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the March 17, 2020, March 20, 2020, and March 26, 2020 City Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- MN_03_17_2020 (PDF)
- MN_03_20_2020 (PDF)
- MN_03_26_2020 (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 17, 2020

CALL TO ORDER

The Columbia City Council conducted a virtual meeting on Tuesday, March 17, 2020 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:10 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. The minutes are numbered to coincide with the order of the meeting.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to adopt the agenda with the following amendments:

Add Ordinance No.: 2020-029 - Emergency Order to Temporarily Close all Public Parks and Facilities to Protect the Health, Safety and Welfare of our Residents and Visitors.

Add Ordinance No.: 2020-030 - Enacting Temporary Waiver of Business License Fees through May 15, 2020.

Add Ordinance No.: 2020-031 - An Emergency Order Declaring a State of Emergency for the City of Columbia, South Carolina.

Add Ordinance No.: 2020-032 - An Emergency Ordinance to temporarily suspend the normal operating procedures of City of Columbia Boards and Commissions Meetings.

Defer Item 15 - Resolution No.: Ordinance No.: 2020-024 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Washington & Assembly, LLC, Richland County TMS # R09013-03-06, R09013-03-07, R09013-03-08, R09013-03-09, R09013-03-10, R09013-03-11, R09013-03-12, and R09013-03-13).

Attachment: MN_03_17_2020 (5883 : Approval of Meeting Minutes)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 17, 2020

Defer the Letter of Credit discussion under Executive Session Item 21.

APPROVAL OF MINUTES

1. Council is asked to approve the March 10, 2020 City Council Meeting Minutes. - *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve the March 10, 2020 City Council Meeting Minutes.

CITY COUNCIL DISCUSSION

2. Partnership with SCDOT – Millwood Repaving Projects (Phase 1 & 2) Gervais to Devine - Mr. John Fellows, Assoc. AIA, AICP, Planning Administrator; Ms. Krista Hampton, Director of Planning and Development Services; and Mr. Robert Anderson, Director of Public Works – *Received as information. No action was taken.*

SCDOT Funded Project

Mr. John Fellows, Assoc. AIA, AICP, Planning Administrator said we had a number of public meetings in regards to the repaving project with SCDOT on Millwood Avenue. We sent out over 900 letters to property owners, held three different public meetings, and attended one business meeting. The input and written responses are summarized in the attachment on the agenda. For phase 1, SCDOT will be looking into the crosswalks on the side streets. We are looking for City Council to either direct staff to tell SCDOT to move forward with the plans to restripe the corridor with more narrow travel lanes including bike lanes and other enhancements or to continue discussing the project.

Councilor Brennan said Mr. Fellows I want to thank you and your staff for doing a wonderful job with outreach. Can you describe the on-street parking after the repaving and lane reduction? Will there be on-street parking?

Mr. John Fellows, Assoc. AIA, AICP, Planning Administrator said currently there is on-street parking. Phase 1 is Gervais Street to Gladden Street and there is only one block that has on-street parking. There are two existing parking spaces that are currently at a bus stop. No one seems to park on those and most parking occurs on the eastern part of that block. Two parking spaces will be removed but the remaining of the parking spaces near the businesses will remain. In phase 2 from Gladden Street to Devine Street, there is parking in two blocks and all of those parking spaces will remain.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 17, 2020

Councilor Brennan asked if there was any talk about budget increase to possibly paint the bike lanes and add barriers or dividers for safety.

Mr. John Fellows, Assoc. AIA, AICP, Planning Administrator said there is not additional width within the curb right-of-way to put those barriers up.

Councilor Devine asked about timeline for the project to start, what is the mechanism for communication of any issues that any businesses might have during construction, and when is it going to be completed?

Mr. John Fellows, Assoc. AIA, AICP, Planning Administrator said we are anticipating the contractor to start work as early as April and going into spring and summer for regular paving. The first phase will include any repairs and deep structural needs. Then the resurfacing projects will begin. Planning staff will be in contact with District One and we will give information to City PR which will be put on the website.

FISCAL YEAR 2020/2021 BUDGET WORKSHOP

3. General Fund Revenues - Ms. Missy Caughman, Budget and Program Management Director – *Received as information. No action was taken.*

Ms. Missy Caughman, Budget and Program Management Director said we want to preface our conversation by saying that the projections are fluid and we will be making adjustments as we understand more about the impact to the general fund revenue. The projections for fiscal year 19/20 property taxes are on target to make budget. The forecasting for fiscal year 20/21 property taxes are based on previous projections. Our next major category of revenue is business licenses. We have projected about \$42 million in business licenses and permits. Business licenses is the general fund revenue stream that most likely will be impacted by COVID-19 shutdowns. Business licenses were due April 15. I know there is some discussion about delaying that. Business license enforcement efforts are still underway with Datamax. The business license model ordinance is also underway with the Municipal Association. Negotiations in regards to fees for certain entities may be adjusted as we continue to go through the process with businesses and non-profits. As far as charges for services, we are projecting \$16.2 million to include the fire hydrant fee that was adopted in fiscal year 19/20. Fund balance is not reflected in the budget at this point. A lot of that will be contingent upon how we end this fiscal year. In terms of where we are in our final assessment values in fiscal year 19/20, we decided to keep the millage based on the projected rollback and without any rate increase in property taxes. Graphically, we see steady growth in the final assessment values. In the past three years, we have seen moderate growth in property taxes.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 17, 2020**

The total budget is \$153.2 million. If we were to keep the current budget as it is this year and again next year with no increases at all, there will be a deficit of \$3 million. Some of the drivers we have been talking about for basic service priority areas include roads, streets, sidewalks, our internal infrastructure, city facilities, and water infrastructure. We are keeping in the forefront the efforts that have been underway and what is new in regards to Police Department recruitment and efforts to improve technology. Our current situation is making that relevant along with the need for technology not just for our police but across the city. There have been discussions and assessments of fire facilities. In the current fiscal year, we increased the capital replacement program allocation from \$8 million to \$9.2 million for additional police patrol vehicles and customer service initiatives.

Councilor Davis asked what are some measures being taken to lessen the pressure on the Police Department.

Ms. Teresa Wilson, City Manager said the plan that Chief Holbrook has presented to you all is the plan that we are shooting for. The discussion in the very beginning was to lay the baseline. We are as flat as we can be across city departments' budget proposals. Our staff continues to do anything they can without increases. These are tough discussions we need to have and I don't have an answer for that right now.

Councilor Rickenmann said we have to have a discussion internally about priorities and putting some of our internal needs before external needs. I think that will help us get closer to where we need to be. We need to get into the weeds of the budget.

4. Proposed Hospitality Tax and Accommodations Tax Budgets - Ms. Missy Caughman, Budget and Program Management Director – *Received as information. No action was taken.*

Ms. Missy Caughman, Budget and Program Management Director said our projections were made before our current situation. The proposed hospitality tax budget is \$12.7 million. That is conservative compared to prior years. As we go through the budget process we will monitor those collections. We are concerned more on making budget on the current year as the majority of our collections that come in are not the same. This is a heavy period for hospitality so we do want to take a conservative approach with what we are forecasting. The budget is reflective of the four areas of funding that are made throughout the hospitality budget. The hospitality tax committee is currently forecasted at \$2.1 million. That is reflective of prior year allocations to the committee and the 1% reduction. Final allocations are still subject to City Council approval. The next area is the line item agencies reflected at \$2.8 million. It is a slight increase from the current year and



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 17, 2020**

again reflecting the 1% reductions and the Columbia Museum of Art's capital project. That allocation increases by \$300,000 at fiscal year 20/21 and the next fiscal year is the final fiscal year of the five-year allocation. All of the other agencies are flat with the current year and do not reflect their requests for the next year. Hospitality tax applications were due last Friday.

Mayor Benjamin asked if we have the same process for evaluating these requests now or what are staff recommendations on the process. I don't know how it is going to look in a few months, but I expect that year 2021 resources will be down.

Ms. Missy Caughman, Budget and Program Management Director said last week, Dee Dee Fanning sent out information to all the entities that have events between now and through the end of the fiscal year giving them instructions on what to do with their allocations and the requirements. The hospitality allocations are still based on reimbursable expenses. As agencies spend money for events and if they have receipts, they have been allowed to submit for reimbursement. We have allowed for them to carry forward. I think this is still up for discussion with Council in terms of what to do with allocations and in what direction we want to go, in regards to reserving any allocations and holding on to funds in anticipation of not making budget.

Mayor Benjamin said we are going to be faced with incredibly challenging times as we go forward. Having the availability to carry forward some programs that might be delayed is one option. We might need to be looking at various types of relief for the entities who help generate the hospitality tax.

Councilor Duvall asked when is the latest the committee can make decisions on the hospitality tax requests? I would like to be able to hold the notifications to the organizations as much as possible to try and get a better read on how impacted the collections from the hospitality tax and accommodations tax will be.

Ms. Missy Caughman, Budget and Program Management Director said the committee will be meeting in the early part of May to interview the applicants. Some organizations have events that will occur as early as July. It might be a matter of prioritizing groups by timing of the events. We can come up with options for Council to consider. Council has approved allocations as late as July in the past. It would not be out of nature to adopt the budget and then amend it once we know where we end this current fiscal year. The next group of allocations is City Council allocations which is projected at \$538,000. That is a reduction from the current year and that is based on things like events that have been yearly commitments. We have the transfer of the general fund which is projected at \$3.7 million. It has been the same for the past three years. There is a change in debt service for anticipated new bonds for Finlay Park rehabilitation. The budget does show a surplus.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 17, 2020**

That will not be the case as we readjust our projections. I wanted to demonstrate what is currently reflected in the budget as City Council takes into consideration allocations for the coming year.

Councilor Devine asked if the amount we are contemplating for Finlay Park is only going to increase our debt service by about \$300,000.

Ms. Missy Caughman, Budget and Program Management Director said it is \$400,000, but the debt service scheduled for the existing debt was lowered. If we did it all at one time, it will be a \$1.5 million increase. Next, it's the accommodations tax and the budget is proposed at \$2.7 million. This area is going to be impacted by COVID-19 in regards to hotel occupancy, which has decreased by 10%. The accommodation tax is collected by the state and given to the city. State law specifies how the tax is allocated. The first allocation is \$25,000 for the general fund, \$30,000 for advertising operations, and \$65,000 for tourism related expenditures. The last 5% is what we refer to as general purposes and we use those funds as we would use general fund dollars. Committee allocations are based upon prior Council direction of 85% to Experience Columbia and 15% to Lake Murray, subject to Council approval. The total committee allocations are \$2.5 million. The 5% general purpose allocation reflects \$25,000 to Together We Can Read and \$83,800 to ONEColumbia. We are forecasting to stay on schedule with budget discussions. In April we will bring forward more discussions regarding basic services, general fund, storm water fund, and the water and sewer rate study. In May, the city manager will present the all fund summary proposed budget and any remaining budget discussions. May 5, 2020 is the last City Council meeting before we advertise the budget. The public hearing and first reading will be on June 2, 2020 and second reading and final adoption will be on June 16, 2020.

5. Priority Areas Within Basic City Services - Part I – *Received as information no action was taken.*

Streets and Sidewalks - Mr. Robert Anderson, Public Works Director

Mr. Robert Anderson, Public Works Director said 69% of roads are owned by SCDOT, 30% are owned by the city, and 1% is private. We have about 400 lane miles of city streets. This includes sidewalks, storm drainage, and all signalization. We also have additional signalization that SCDOT owns, but we have a maintenance agreement with them. In 2011, we used a program called Micro Paver to evaluate all roads. The rating in 2011 was at an 80. We used the acceleration model in the program and now the rating is at a 67. We were in preventive maintenance and now we are in the structural improvements category. We had a substantial lost in our roads. SCDOT with the gas tax now has a pot of money that they use to and pave and maintain state roads. That is strictly for SCDOT roads and projects alone. Sidewalk requests have been tracked in the Public Works division for 20 years. We currently have 32.12 miles of requests for sidewalk. I know we are trying



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 17, 2020**

to become a more walkable city and these sidewalk requests are coming to the forefront. Requests are on both City owned and SCDOT owned roads. Our estimated contract cost is over \$19 million to build the 32 miles of sidewalks. We always try to use outside funding sources to do different things. We currently have two or three projects with CTC. We have utilized CDBG money in different areas. We have done some public and private partnerships to get larger projects done. Currently there is no funding in our budget for any paving projects. We requested \$300,000 this year for a new pavement management study.

Ms. Teresa Wilson, City Manager asked if it is necessary to do another study for \$300,000 versus putting the money into work that needs to be done.

Mr. Robert Anderson, Public Works Director said the \$300,000 would give us a clear picture of what our roads would look like today.

Councilor McDowell asked if speed humps are figured into this equation.

Mr. Robert Anderson, Public Works Director said speed humps are done out of the Street Division's operating budget. We do have asphalt money for potholes, utility cuts, and speed humps but not for paving.

Councilor Davis asked what can we do to get SCDOT to share some of the dollars from the penny tax.

Mr. Robert Anderson, Public Works Director said we can look into it, but I think they were pretty particular when they put that project together to make sure that it was locked up for SCDOT projects around the state. It is more on a legislative level than administrative.

Councilor Duvall asked if we receive any support from the Richland County Transportation Committee.

Mr. Robert Anderson, Public Works Director said yes we do. We put about \$500,000 of the city's money into the 3-million-dollar project we are doing in Chesnutt Hills. We got \$2.5 million and we completed the Columbiana Drive project with it. Prior to that we got \$3.5 million that we used over five years to pave different roads in the city. We also got some tentative approvals from CTC that they will fund the paving part of the Calhoun Street project.

Councilor Brennan asked for an example of a private and public funded project done before.

Attachment: MN_03_17_2020 (5883 : Approval of Meeting Minutes)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 17, 2020

Mr. Robert Anderson, Public Works Director said we have done a few, I will get a list to you.

Councilor McDowell asked if the Germany Street project is scheduled for the summer.

Mr. Robert Anderson, Public Works Director said yes, we are going to try to get it paved between the time school is out and the time school starts so there is no big interruption.

Councilor Devine said that \$19 million for sidewalks is going to keep growing. Where are we on looking for outside funding either from DOT grants, the Robert Wood Johnson Foundation, and other organizations promoting physical activity and healthy life styles. Maybe we can start chipping at that right now before we are able to put some money in by looking into grant money or other money we can match.

Mr. Robert Anderson, Public Works Director said we used TAP grants in the past. We have another one that engineering is getting ready to design. The penny sales tax has done several sidewalks in the city. We will always continue to look into outside funding. We are planning to set aside \$500,000 per year.

CONSENT AGENDA ITEMS 6 THROUGH 13

Upon a single motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to approve **Consent Agenda Items 6** through **13**.

6. Council is asked to approve an increase to the Indefinite Delivery Contract for Fiscal Year 2019/2020 for Project SS7304; Wastewater Collection System Manhole Survey, as requested by Columbia Water. Award to Vaughn & Melton Engineers, Inc. in an amount not to exceed \$226,734.00. This firm has headquarters in Middlesboro, KY and a local office in Spartanburg, SC. – *Approved*

Funding Source: 5516221-638305. The original budget amount for this increase is \$226,734.00. The total revised contract amount is \$796,334.00.

Attachment: MN_03_17_2020 (5883 : Approval of Meeting Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 17, 2020**

7. Council is asked to approve a contract for Project SS7436; Darlington Street and Confederate Avenue Sewer Rehab, as requested by Columbia Water. Award to North American Pipeline Management, Inc. in an amount not to exceed \$322,184.50, which includes contingency. This firm is located in Marietta, GA. – *Approved*

This is a Mentor Protégé Program project. North American Pipeline Management, Inc. of Marietta, GA is the mentor and will be performing general project management and other services at 80.0% (\$234,316.00) of the total contract value. Southern Roots Landscaping Management, LLC of Columbia, SC is the protégé and will be performing pipe work, trucking, and restoration at 20.0% (\$58,579.00) of the total contract value. Funding Source: 5529999-SS743601-658650. The original budget amount is \$549,560.00.

8. Council is asked to approve an agreement for Project SS7335-C; Force Main Easement Identification, as requested by Columbia Water. Award to Vaughn & Melton Consulting Engineers, Inc. in the amount of \$418,530.50. The firm is located in North Charleston, SC. – *Approved*

Vaughn & Melton of North Charleston, SC will complete Force Main Easement boundary identification, marking, and record locations for the City's entire Transmission System at 83% (\$347,380.32) of the total contract amount. This project has a Columbia Disadvantaged Business Enterprise (CDBE) participation goal of 17%. The CDBE goal has been met at 17%.

The following subcontractors will provide additional services/supplies:

Chao & Associates, a Minority Business Enterprise and CDBE of Columbia, SC will provide surveying at 17% (\$71,150.18) of the total contract amount.

Funding Source: 5516205-SS7335-C-638305. The original budget amount is \$200,000.00. The remaining balance of \$218,530.50 will be allocated through the 2020-2021 O&M budget.

9. Council is asked to approve a contract for Project CP003403-SR8053; Main Street Intersections Improvements, as requested by Columbia Water. Award to AOS Specialty Contractors, Inc., a Disadvantaged Business Enterprise (Woman) and a Local Business Enterprise, in an amount not to exceed \$988,911.50, which includes contingency. This firm is located in Lexington, SC. – *Approved*

The following supplier will be providing additional materials:

W.M. Roebuck, Inc. of Lexington, SC will be providing specialization items at 47% (\$422,176.50) of the total contract value.

Funding Source: CP003403-SR8053. The original budget amount is \$988,911.50.

Attachment: MN_03_17_2020 (5883 : Approval of Meeting Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 17, 2020**

10. Ordinance No.: 2020-023 Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of 6317 Azalea Drive, Richland County TMS #13810-01-16 from the City of Columbia (Community Development Department) – *First reading approval was given on March 10, 2020. - Approved*
11. Resolution No.: R-2020-014 Authorizing consumption of beer and wine only at the Wiese Biergarten Summer Solstice-Make Music Day in the Amphitheater Area of the Riverfront Park on Sunday, June 21, 2020 with a rain contingency date of Sunday, June 28, 2020 – *Approved*
12. Resolution No.: R-2020-046 Authorizing consumption of beer and wine only at the Artista Vista Lincoln Street Tunnel Dinner on Saturday, April 18, 2020 – *Approved*
13. Resolution No.: R-2020-048 Authorizing consumption of beer and wine beverages at the Lifting as We Climb Concert in the parking lot located between the Richland County Courthouse and City Hall on Saturday, September 26, 2020 – *Approved*

ORDINANCES - FIRST READING

14. Ordinance No.: 2020-029 Emergency Order to Temporarily Close all Public Parks and Facilities to Protect the Health, Safety and Welfare of our Residents and Visitors - *Approved on first reading.*

Ms. Teresa Wilson, City Manager said this is set to have an abundance of caution for our citizens and residents. We have already closed our community centers and buildings. This is dealing with public spaces like greenways and parks. We want to be specific with the public spaces because they are well utilized.

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve Ordinance No.: 2020-029 Emergency Order to Temporarily Close all Public Parks and Facilities to Protect the Health, Safety and Welfare of our Residents and Visitors.

Attachment: MN_03_17_2020 (5883 : Approval of Meeting Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 17, 2020**

15. Ordinance No.: 2020-030 Enacting Temporary Waiver of Business License Fees through May 15, 2020 - *Approved on first reading.*

Upon a motion made by Mr. Davis and seconded by Mr. McDowell, Council voted unanimously to approve Ordinance No.: 2020-030 Enacting Temporary Waiver of Business License Fees through May 15, 2020.

16. Ordinance No.: 2020-031 An Emergency Order Declaring a State of Emergency for the City of Columbia, South Carolina - *Approved on first reading.*

Mayor Benjamin said we discussed provisions that will allow for pharmacies and groceries including micro farmer markets to stay open, but they will have to adhere to the same social distancing requirements and sanitation expectations. If that does not work we will have to reconsider. We have serious consideration of a possible curfew and we have been discussing one that will begin at 11 p.m.

Councilor Duvall said the sooner we can get crowds off the streets, the better. There should be no crowds. I will support 11 p.m. but 10 p.m. will be better.

Councilor Rickenmann said I am not in favor of putting a curfew in. We are talking about 50% of businesses and restaurants that will be affected and we have not done one thing to address the businesses that are still operating. I spend some time with local businesses and there are many people already scared that will not recover from this. I think we need to give them the option to obey a capacity and see how it goes.

Councilor McDowell said are we asking for the curfew to take place in addition to the ordinance or we are asking at the appropriate time to institute a curfew.

Mayor Benjamin said as currently drafted the curfew is not part of the emergency ordinance. Our greatest challenge right now is social distancing. The challenge is that time is not our friend and it will have a significant impact in the spread of the virus.

Councilor Devine said i am not opposed to the curfew. I wonder if we should wait since we just did the state of emergency and see if asking the restaurants to do additional things might correct itself. My biggest concern is adding micro farmers' markets. I saw the soda city market is promoting the big soda city market but in different places. Right now we are doing what we need to do for people to take it serious. It is easy for more than 10 people to congregate at these markets.

Attachment: MN_03_17_2020 (5883 : Approval of Meeting Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 17, 2020**

Councilor Brennan said we have put in place guidelines like 50% occupancy and six-foot distancing. We will need to do observation to see if this is actually happening and if in fact we need to take seriously the need for a curfew.

Councilor McDowell said I support the possibility of a curfew if this virus continues to expand. How we observe and manage restaurants and how we move into the curfew are questions that need to be answered.

Mayor Benjamin said I do support that if its legal for me to declare a curfew that can be preemptively done. We need some frank input from Chief Holbrook and Chief Jenkins in regards to enforcement.

Mr. William Holbrook, Chief of Police said we are concerned with the enforcement of any passed ordinances. We need to put officers in positions to make good common sense decisions. There are three options: one is a warning with compliance, two will be noncompliance, and three will be a custodial arrest.

Mr. Aubrey Jenkins, Chief of Fire said if we don't set a limit and if we don't start a curfew we will just be out there watching. Our goal is not to issue tickets but to keep the people safe.

Ms. Teresa Knox, City Attorney said the mayor has the power to enact a curfew at any point and Council has to affirm the decision in a meeting within 24 hours. Typically, other jurisdictions have had a curfew and a list of exceptions for essential needs like grocery stores, pharmacies, and people getting to and from work; not including bars and restaurants.

Councilor Duvall said I would like to suggest that we go ahead and implement an 11 p.m. curfew based on what both chiefs have said. It is more easily enforced than trying to separate by six feet or looking at the capacity of a building. We can have a curfew with exemptions of essential businesses like pharmacies and gas station or whatever else the attorney recommends.

Councilor Devine said I would like to see how the state of emergency is implemented and allow our restaurants to self-regulate based on the folks who come in. The curfew addresses the bars, but not people congregating at restaurants. We need to push people to use carry-out and delivery. We can support our businesses by doing it through take-out and focus on stopping people from congregating no matter what time it is.

Attachment: MN_03_17_2020 (5883 : Approval of Meeting Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 17, 2020**

Councilor Rickenmann said we need to push social distancing and monitor to try and encourage as much take-out as possible. I am concerned about every aspect. We focus on restaurants, but this affects dry cleaners, parlors, etc. We got to be safe but cautious with what we do. I feel strongly that we need to give opportunities and stretch hours as much as we can before taking drastic measures.

Mayor Benjamin said I know this is incredibly difficult but everything that we are seeing is telling us we need to act now. I do think we need to do as much as we can sooner rather than later. I would like to hear what the governor has to say today so we have a uniform approach statewide. What we have been told is that he will shut down restaurants and bars to close dine-in service starting tomorrow morning and only do take-out. I have the language that we used in 2015 for a curfew which will have to be amended for medical needs. As we get a full legal assessment of the new executive order we will proceed accordingly.

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to approve Ordinance No.: 2020-031 An Emergency Order Declaring a State of Emergency for the City of Columbia, South Carolina, as amended to add a curfew for all citizens from 11:00 p.m. until 6:00 a.m. effective Wednesday, March 18, 2020 with the exemption of people seeking health care and traveling to and from work.

17. Ordinance No.: 2020-032 An Emergency Ordinance to Temporarily Suspend the Normal Operating Procedures of City of Columbia Boards and Commissions Meetings - *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to approve Ordinance No.: 2020-032 An Emergency Ordinance to Temporarily Suspend the Normal Operating Procedures of City of Columbia Boards and Commissions Meetings.

18. Ordinance No.: 2020-019 Granting an encroachment to 908-Scannell (Columbia), LLC for the use of right of way area of the 1300 block of Huger Street and 1300 block of Pulaski Street adjacent to 1101 Huger Street, 1300 Huger Street, 1310 Huger Street and 1320 Huger Street, Richland County TMS #09009-11-04 for sidewalks, driveways, landscaping and irrigation - *Approved on first reading.*

Upon a motion made by Mr. Davis and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to Ordinance No.: 2020-019 Granting an encroachment to 908-Scannell (Columbia), LLC for the use of right of way area of the 1300 block of Huger Street and 1300 block of Pulaski Street adjacent to 1101 Huger Street, 1300 Huger Street, 1310 Huger Street



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 17, 2020**

and 1320 Huger Street, Richland County TMS #09009-11-04 for sidewalks, driveways, landscaping and irrigation.

19. Ordinance No.: 2020-024 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Washington & Assembly, LLC, Richland County TMS # R09013-03-06, R09013-03-07, R09013-03-08, R09013-03-09, R09013-03-10, R09013-03-11, R09013-03-12, and R09013-03-13) – *Deferred*
20. Ordinance No.: 2020-025 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (604 Huger, LLC, Richland County TMS #08914-01-06, TMS #08914-01-07, TMS #08914-01-08, TMS #08914-01-09, and TMS #08914-01-10) - *Approved on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted [5 to 2] to give first reading approval to Ordinance No.: 2020-025 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (604 Huger, LLC, Richland County TMS #08914-01-06, TMS #08914-01-07, TMS #08914-01-08, TMS #08914-01-09, and TMS #08914-01-10). Mr. Rickenmann, Mr. Duvall, Ms. Devine, Mr. Davis and Mayor Benjamin voted aye. Mr. Brennan and Mr. McDowell voted nay.

RESOLUTIONS

21. Resolution No.: R-2020-044 Public Input on Closing and Transfer of an unopened portion of Hamrick Avenue adjacent to Richland County TMS #11204-02-06 and an unopened portion of Seabrook Street f/k/a Magnolia Avenue adjacent to Richland County TMS #11204-02-06 (Capital City Stadium) – *Approved*

No public comments were received on this matter.

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2020-044 Public Input on Closing and Transfer of an unopened portion of Hamrick Avenue adjacent to Richland County TMS #11204-02-06 and an unopened portion of Seabrook Street f/k/a Magnolia Avenue adjacent to Richland County TMS #11204-02-06 (Capital City Stadium).

22. Resolution No.: R-2020-049 Requesting the Richland County and Lexington County Magistrate Courts to Stay all Evictions Within the corporate limits of the City of Columbia due to the Emergency Situation Caused by SARS-CoV-2 (the Coronavirus) - *Withdrawn*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 17, 2020**

PUBLIC COMMENTS

No public comments were received at this time.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to enter into Executive Session at 6:14 p.m. for the discussion of **Items 23** through **25**, with the exception of the Letter of Credit listed under Item 25.

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

Coronavirus Update

24. Discussion of the employment of an employee pursuant to §30-4-70(a)(1)

*Chief Administrative Judge
City Manager and City Attorney Evaluations*

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

*Convention Center
Letter of Credit
Whitewater / Finlay Park*

ADJOURNMENT

Council adjourned the meeting at 8:35 PM.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

Attachment: MN_03_17_2020 (5883 : Approval of Meeting Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
FRIDAY, MARCH 20, 2020**

CALL TO ORDER

The Columbia City Council conducted a virtual meeting on Friday, March 20, 2020 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:18 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 Tem Edward H. McDowell, Jr. offered the invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Davis and seconded by Mr. Rickenmann, Council voted unanimously to adopt the agenda, subject to adding the discussion of a Letter to General Assembly.

CITY COUNCIL DISCUSSION / ACTION

1. A Resilient Columbia: Economic Sustainability Plan - The Honorable Mayor Stephen K. Benjamin – *Approved*

Ms. Teresa Wilson, City Manager said we tried to create a baseline regarding what we know to be possible impacts of COVID-19 on small businesses and non-profits across the city while also including the impacts to us internally, to the city's budget, and to the ability to provide a seamless delivery of public services in response to this emergency. Within the plan there is an specific focus on the sustainability and stability of small businesses and non-profits.

Councilor Rickenmann asked for clarification on the meaning of non-profit for this discussion.

Mayor Benjamin said we are talking about those crucial service providers that provide essential community infrastructure that becomes incredibly important in times like this. It is important to know that this plan is a living document and we expect to be meeting regularly to continue modifying the plan.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
FRIDAY, MARCH 20, 2020**

Ms. Missy Caughman, Budget and Program Management Director said we anticipate a decline on business license revenues. The general fund is where we fund our primary operations like water, police, fire, parks and recreation, public works, courts, and central administration. The main areas we expect to be impacted are the hospitality tax, tourism development fees, and accommodations tax. All three of these funding sources are critical to the city and community. We have specific areas of concern raised by City Council and staff regarding gaps and assistance for small businesses and non-profit service providers. Our hospitality organizations are not able to carry events that would have produce operational income and covered expenses. We have contacted those groups and provided options for them to either carry forward or get reimbursed for expenses they have incurred. These unprecedented events have placed an additional burden on limited public safety resources. We have continued to deliver our services to customers by telecommuting and allowing customers to interact with us on a self-service basis through on-line services. It is very critical to have the technology we need to keep providing services. We have proposed a transfer from water and sewer non-operating revenues to the general fund in the amount of \$6 million.

Mr. Jeffery Palen, Assistant City Manager Chief Financial Officer said non-operating revenues are the revenues that come in through the water and sewer system in addition to budget interest earnings and other rental income. This year we hit budget at \$3.9 million for investment interest earnings. We anticipate about \$6 million in interest earnings this year and that is the source of the recommendation we are making today.

Ms. Missy Caughman, Budget and Program Management Director said the recommendations we have are: establish a small business and non-profit stabilization package in the amount of \$2 million; reduce the hospitality tax transfer to the general fund by suspension of the last three months of the transfer for a total amount of \$925,000 to help ensure continuation of existing allocations and reserve for future losses; provide funding for CPD recruitment and retention plan needed to strengthen the city's ability to respond in emergencies in the amount of \$2 million; provide funding for additional public safety initiatives (Fire, 911, and Emergency Management) to respond in emergencies and for information technology enhancements for on-line services in the amount of \$1 million; waive penalties for hospitality tax and tourism development fee collected through June 2020; and waive fees for on-line credit card payments.

Councilor Devine asked if the city will not have a fee at all for people to pay on-line or will the city need to recoup that fee somewhere else.

Attachment: MN_03_20_2020 (5883 : Approval of Meeting Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
FRIDAY, MARCH 20, 2020**

Ms. Missy Caughman, Budget and Program Management Director said we are charged the fee and we will waive the fee and absorb it. The deadline for business license payments is extended to May 15, 2020. We are bagging parking meters near restaurants for quick access for to-go orders. We have established a new economic development website for small business resources and developed a survey to help identify the needs of small businesses. We have been working closely with United Way to coordinate homeless service providers in the Midlands for adults and families including a list produced daily that includes resources, sheltering information, medical services, and other needs. DHEC is providing sheltering for folks that need to be quarantined or isolated and are taking care of their needs.

Councilor Devine asked if there is not a better way to streamline services to families than going through the United Way and instead working directly with Homeless No More or the family shelter to make sure families don't have lag time in getting services.

Ms. Missy Caughman, Budget and Program Management Director said Homeless No More is leading the coordination of the families directly.

Councilor Devine asked how does a family experiencing homelessness contact United Way or Homeless No More.

Ms. Missy Caughman, Budget and Program Management Director said Richland County libraries are putting information together, but we can find out more information on how to help provide families with direct links.

Ms. Missy Gentry, Assistant City Manager for Development said Federal House Bill 6201 has passed. It targets businesses with 500 or fewer employees. It is a payroll credit for required paid sick leave and a credit for sick leave for self-employed individuals. There is also pending legislation for 500 or more employees. We participated through the Office of Business Opportunities (OBO) in the SBA webinar on Economic Injury Disaster Loan. We are pleased to say that South Carolina has been added to the disaster area. We have released a business survey through OBO and so far we have 684 responses. We have listed all the websites and have made all information available to the public. As the results come in, we will consolidate all of the results and report on what we are getting back. We are also pushing social media initiatives and highlighting businesses that are open and operating. We are encouraging consideration of rent relief for small businesses, but that is not something we can mandate. We have talked to a lot of property owners and management companies and we will continue to track that. We have 37 businesses that have commercial loans with the City of Columbia and we have come up with options to either defer loan payment for a 3-month period and add it at the end of the loan or make

Attachment: MN_03_20_2020 (5883 : Approval of Meeting Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
FRIDAY, MARCH 20, 2020**

interest only payments for 6 months. We are in the very beginning stages of that process but we recognize that any assistance we can provide will be beneficial. We have proposed three program recommendations, starting with establishing the COLA Loan-Loss Revenue Fund (LLRF) in the amount of \$1 million. This will allow us to leverage our million dollars with private banks and CDFI's to secure some additional funds that can be used for small business loans. Our funds will be used as a 10% backstop in the event that the loan recipients are not able to pay the full amount. This will be a collaboration between the City and local private financial institutions. The second recommendation is to establish a small business forgivable loan program specific to this disaster. We will use \$500,000 to dispense and it would be a zero interest forgivable loan for small businesses in the city limits with under one hundred employees. Online applications will be accepted. The businesses will need to have the ability to demonstrate negative impact on the business because of COVID-19. Recommended areas of assistance are lease and mortgage assistance, utility assistance, vendor supplier payments, and others. The third recommendation is to establish a grant program for non-profit service providers. That is intended for providers who are helping the most vulnerable community with needs specific to the disaster. We are requesting \$500,000 for the non-profit service providers. We will allow staff to work with partner agencies to leverage funds while balancing turnaround time for support.

Mayor Benjamin said we need to urge the Governor, Speaker of the House, and the President of the Senate to preserve the \$1.8 million surplus so that we can meet the needs of the state for this fiscal year and the next. We need to make sure we all sign the letter. We need to formally approve the Senior Resources request for \$250,000. We have great assurance that the county is going to match that request and private funding as well with a strong urge from us that they engage with our local businesses in procuring the food and needs for our seniors. My recommendation is to have this in addition to the \$500,000. We need to make sure our non-profit partners in both public and private sector comply with clear requirements that ensure the dollars that are spent are handled in a responsible manner.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve the Resilient Columbia: Economic Sustainability Plan as outlined in the summary of recommendations presented to Council and with the following amendments: increase the water and sewer fund transfer to \$6,250,000; earmark \$250,000 for Senior Resources; ask staff to come back with guidelines and recommendations for implementation of the plan; and to submit letters to the Governor, the Senate President, and the Speaker of the House urging them to preserve the \$1.8 million surplus.

Attachment: MN_03_20_2020 (5883 : Approval of Meeting Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
FRIDAY, MARCH 20, 2020**

ADJOURNMENT

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to adjourn the meeting at 3:53 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

DRAFT

Attachment: MN_03_20_2020 (5883 : Approval of Meeting Minutes)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES THURSDAY, MARCH 26, 2020

CALL TO ORDER

The Columbia City Council conducted a virtual meeting on Thursday, March 26, 2020 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:14 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 Tem Edward H. McDowell, Jr. offered the invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to adopt the agenda, subject to adding Ordinance No.: 2020-034 An Emergency Order Declaring a Stay Home Stay Safe for the City of Columbia, South Carolina.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to enter into **Executive Session** at 2:18 p.m. for the discussion of **Item 1** as outlined.

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

Coronavirus Update

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to adjourn the Executive Session and reconvene the meeting at 3:20 p.m.

Attachment: MN_03_26_2020 (5883 : Approval of Meeting Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
THURSDAY, MARCH 26, 2020**

EMERGENCY ORDINANCE

2. Ordinance No.: 2020-034 An Emergency Order Declaring a Stay Home Stay Safe

Mayor Benjamin said the vast majority of our citizens are doing everything they possibly can, but some are not. We need to make a decision in the interest of a long-term public health concern. We need to do anything we can to flatten the curve and ensure health care resources are there for the public long-term. This ordinance will be available online on the City's website. The public can read it in its totality and look at the list of essential services referenced. We are working with the Police Department and they have been compassionate in trying to make sure three or more people aren't gathered. We are all adhering to social distancing norms.

Councilor Rickenmann said I think our community has done a tremendous job and most of the businesses are closed. It seems like the people who are required to stay home don't deal directly with the public for the most part. The people who are hurting from this are the working people. What are we trying to accomplish from this, because we are not prohibiting anybody from going anywhere or doing anything other than dining in. We have covered everything in this ordinance and we are getting ready to add more businesses. I think we need to be encouraging people to stay home and make sure the folks who are at high risk are voluntarily self-quarantined. To just say stay at home but have all kinds of businesses open is not going to flatten the curve. I think this is drastic and small businesses are already suffering.

Mayor Benjamin said the list of essential services comes from a list articulated by the Homeland Security Administration. Some services have been added to meet our economic infrastructure. I do agree this will allow a significant part of our community to stay at work and allow the continuation of services we need. The purpose here is to push and force a cultural shift in the way we operate and to encourage people to stay at home and stay safe. We need to try and reinforce the efforts of DHEC to get good data to make more informed decisions. We are going to encourage more testing here in the city. We need to put the preservation of human life at the top of our agenda. I had a call from a state legislator yesterday regarding three dozen young people having a party in his neighborhood and having to call CPD to respond to it. There was another gathering of young people on Main Street yesterday. Those are just two examples in the past 24 hours.

Attachment: MN_03_26_2020 (5883 : Approval of Meeting Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
THURSDAY, MARCH 26, 2020**

Councilor Devine said my biggest concern is our medical facilities. We don't want to be in a situation where we could have taken action now that can slow down running out of equipment or having to make decisions of who gets medical treatment or who doesn't. I am hearing some concerns with places that don't have high numbers yet. There are lot of people who are voluntarily staying home but since it is not mandatory most folks are not.

Councilor Brennan said the next 14 days in the Midlands is very important for public health. I believe that layering in law enforcement is important. I think there is frustration with everybody. I want us to focus on pushing the law enforcement side of this and making sure we are following the guidelines put by the state.

Councilor Duvall said we have to be as hard as we can against this disease so we come out on the other end with a healthy population that can take advantage of the federal release to get back in operation sometime quickly.

Councilor Rickenmann said we are not changing how people interact anywhere. We have every possible industry in the essential services list. The businesses that we are concerned with are closed. My main concern is we are going to shut down other businesses that have less contact with people. What we need to do is thank the people who are doing the right thing and for those folks who continue to break the ordinance allow the police to get involved. According to the police chief we have not had that many incidents. What is the stay at home order really doing that we are not doing now? A lot of people are being let go because there is no business for them. We are going to lose a lot of businesses throughout this. We need to understand the long-term consequences.

Councilor Davis said I don't mind having further discussion about what is considered essential and what is not. Everything is not essential. If everything is, then we don't need the ordinance.

Councilor Devine said there are businesses that are not essential that are not listed here. I think we have balanced the concern that have been raised about businesses and closing businesses that we know our citizens will need access to. I know businesses that are open right now. People are going to them and they are crowded. They should be shut down to help us stop the spread of the virus. I have talked to people at hospitals and the numbers are rising. If the numbers continue to go up, we will see an overwhelm of our healthcare system.

Councilor Rickenmann said this isn't about capital, this is bout peoples' lives and businesses. This is not just affecting businesses and owners, but everything that is connected to it. There is a dentist office today that laid off 45 people. We all can have different opinions but this is about peoples' lives.



COLUMBIA CITY COUNCIL MEETING MINUTES THURSDAY, MARCH 26, 2020

Mayor Benjamin said yes, this is about lives and livelihoods. If we get ahead of this and do the right thing based on what every single legitimate professional in the world and epidemiological studies tell us we should do, we need to be doing it right now so we can save lives. We don't have the time and luxury to wait.

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted [6 to 1] to give first reading approval to Ordinance No.: 2020-034 - An Emergency Order Declaring a Stay Home Stay Safe. Mr. Brennan, Mr. McDowell, Mr. Duvall, Ms. Devine, Mr. Davis, and Mayor Benjamin voted aye. Mr. Rickenmann voted nay.

PUBLIC COMMENTS

Mayor Benjamin and the members of City Council reviewed and responded to public comments that were submitted online and via email. For more information refer to this video link: https://youtu.be/4VvQeej_Tl0

CITY COUNCIL DISCUSSION

Mayor Benjamin said we need to move forward with an effective date of the stay at home ordinance. I recommend 12:01 a.m. Sunday morning to give people time to adjust. That is the effective date in the draft. I am speaking with the press today to make sure folks are getting information. Staff is pulling together a FAQ list that will be available online and we will also have a designated phone line for people to call and ask questions.

Mr. Clint Shealy, Assistant City Manager of Columbia Water said we believe it will be appropriate to use the (803) 545-3300 Customer Care line.

3. A Resilient Columbia: Small Business and Non-Profit Stabilization Package - Ms. Melissa Gentry, P.E., Assistant City Manager for Operations, Ms. Missy Caughman, Budget and Program Management Director, Ms. Melissa Lindler, Office of Business Opportunities Director, and Mr. Ryan Coleman, Economic Development Director

Ms. Melissa Lindler, Office of Business Opportunities Director said we continue to put the Small Business package in place. We are updating our website on a constant basis and we are using the City of Columbia website and social media to share information in a timely matter. We are taking calls from small business owners and the Economic Development Office met with and received feedback from the business associations in regards to their concerns. We have 1,245 survey responses. We are bagging parking meters for easier restaurant take-out access and we are



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
THURSDAY, MARCH 26, 2020**

eliminating parking meter enforcement. In regards to our commercial revolving fund, we have received numerous calls requesting modifications. We are processing those but we are still in accordance with our federal guidelines for those funds. Council approved \$1.5 million for the Small Business Stabilization Forgivable loan program (SBSF) and our loan revenue fund. We have developed preliminary draft criteria and an application for the SBSF loan program. We will put the survey responses on the website on Friday after we get all the responses in. We have been in contact with our partners from SBA, SBDC, University of South Carolina, and others who are providing services to our small business community. We are proposing up to \$10,000 to provide immediate relief for a two to four-week period for a two-year term with 50% of the original loan forgiven annually at the anniversary of the origination of the loan. Eligible applicants would include businesses that have been in existence for at least a year; businesses with a physical establishment within the corporate limits of the City of Columbia; businesses with 100 or less employees; and businesses with documented losses due to COVID-19. All businesses must agree to provide requested financial information. Priority will be given to businesses with 50 or less employees demonstrating losses of 50% or more in revenue; businesses with plans for recovery; businesses who exhibit commitment to retaining their employees as long as possible; businesses that need working capital to support expenses from the ordinary course of business; and businesses unable to access capital through alternative sources. A number of things are going to be covered for small businesses through our traditional SBA 7a program. This program will help to provide assistance to businesses that do not qualify for traditional loans and do not have lines of credit with financial institutions. We will be doing a webinar next week through ZOOM for people that are interested in the loan program. We will record it and play it on our websites and social media. We are requesting from Council an increase in the SBSF loan program from \$500,000 to \$1 million based on the feedback from the small business community has given us and based on what we have heard individually and from our partners. This increase will result in a reduction to the Loan Loss Reserve Fund (LLRF) from \$1 million to \$500,000; therefore, not showing any kind of increase in the overall program. If this is approved today, we can release the program criteria and start accepting applications immediately. If everything goes well, we can start sending award notifications along with loan documentation and issue checks beginning the week of April 6, 2020. We will report to Council bi-weekly regarding the applications received and dollars awarded.

Councilor Devine asked how are we making the determination in regards to the criteria of access to alternative sources.

Ms. Melissa Lindler, Office of Business Opportunities Director said we have a specific question in the application that asks what sources have they applied for and if they received a response. A lot of the possible applicants have just submitted the SBA's application which opened up last Friday. There is also additional money coming down through this third new bill that the federal

Attachment: MN_03_26_2020 (5883 : Approval of Meeting Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
THURSDAY, MARCH 26, 2020**

government will approve tomorrow that will add additional money to our SBA 7a traditional program. Those loans are going to businesses that have a relationship already with banks. It is going to be easier for those businesses to access funds quicker because of that relationship. We are looking at businesses who don't have lines of credit. Also, SBA will help us verify information. In regards to the reduction of LLRF and the increase of the SBSF fund, we are still able to get funds to those borrowers that do not qualify through traditional banks. I will suggest that we work with all interested institutions to encourage placement of funds into a CDFI. If Council is okay with focusing on our CDFI's, we can get the letters out and do a video conference about the program to see if there is interest.

Mayor Benjamin said let's shorten the timelines as much as possible, provide any information needed for Council to help constituents access this funds, and be clear in our communications.

Ms. Missy Caughman, Budget and Program Management Director said we have established a grant program for non-profit service providers in the amount of \$500,000. We are targeting non-profit agencies that provide services/supplies to our most vulnerable population to include seniors, high risk, and underserved communities. We have been working with our partners in the community and have come together in a coalition to coordinate our relief efforts with the United Way of the Midlands and the Central Carolina Community Foundation. We are also reaching out to neighboring jurisdictions for participation and to broaden our response. We will have a unified online grant application to eliminate grant duplication and to increase grant impact. We recommend funding in two phases: phase one to non-profits providing direct and immediate COVID-19 support to vulnerable populations and phase two to non-profits in need of operational support as a result of COVID-19 impacts. Phase one or phase two will be open for 501(c)3 non-profits located within city limits. We are also suggesting a grant cap of \$10,000 with the ability to apply for additional support. Organizations will be asked to provide project proposals, identify other sources sought or received, and report a minimum type of assistance being provided, number of individuals served, and any partnerships. We are looking to have the phase one online grant application available no later than April 1, 2020. Phase two is to be determined and in line with other coalition partners.

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve the A Resilient Columbia: Small Business and Non-Profit Stabilization Package as presented.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
THURSDAY, MARCH 26, 2020**

ADJOURNMENT

Upon a motion made by Mr. Davis and seconded by Mr. McDowell, Council voted unanimously to adjourn the meeting at 5:50 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

DRAFT

Attachment: MN_03_26_2020 (5883 : Approval of Meeting Minutes)



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: COVID-19 Update - The Honorable Mayor Stephen K. Benjamin

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Fiscal Year 2020/2021 Proposed Budget - Ms. Missy
Caughman, Budget & Program Management Director

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve renewal of Coban Data Video Mobile Service (DVMS) Solution Maintenance, as requested by the Columbia Police Department. Award to COBAN Technologies, using the SC State Contract in the amount of \$151,716.10. This vendor is located in Houston, TX.

REQUISITION NO.: R204398

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services - Maintenance & Service Contract: 1012402-638200. The original budgeted amount \$152,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

We respectfully request Council's approval for this purchase using the State Contract #4400015789 Vendor, COBAN Technologies at the following cost plus sales tax.

COBAN Data video Mobile Service Solution Maintenance	
Base Price	\$140,477.87
SC State Taxes	\$ 11,238.23
PO Total	\$151,716.10

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

ATTACHMENTS:

- Coban Quote(PDF)



COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 396065
Date: 2/29/2020
Page: 1 of 7

Bill to: Attn: Accounting Division
City of Columbia
PO Box 147
Columbia, SC 29217

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2021 MAINTENANCE	Terms: Net 30
Sales Rep : PMO	Shipping Via:	Due Date: 3/30/20

Line	Item Number	Description	Quantity	Unit Price	Extended
1	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 30 DVMS SOLUTION LICENSE for: PO # P130404 Invoice # 5558 (Date: 1/25/13) 7/01/2020 to 6/30/2021 (\$150/365 * 365 = \$150)	30	150.00 /UT	4,500.00
2	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 1 DVMS SOLUTION LICENSE for: PO # P141609 Invoice # 7773 (Date: 3/21/14) 7/01/2020 to 6/30/2021 (\$150/365 * 365 = \$150)	1	150.00 /UT	150.00
3	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 35 DVMS SOLUTION LICENSE for: PO # P141793 Invoice # 7891 (Date: 4/04/14) 7/01/2020 to 6/30/2021 (\$150/365 * 365 = \$150)	35	150.00 /UT	5,250.00
4	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL 12 DVMS BWC SOLUTION LICENSE for: PO # P144075 Invoice # 8283 (Date: 6/19/14) 7/01/2020 to 6/30/2021 (\$90/365 * 365 = \$90)	12	90.00 /UT	1,080.00
5	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P143052 Invoice # 8555 (Date: 8/07/14) 7/01/2020 to 6/30/2021 (\$150/365 * 365 = \$150)	2	150.00 /UT	300.00
6	WMAIN-117	COBAN DVMS AUTOMATED DVD SOLUTION RENEWAL 1 DVMS AUTO DVD BURNER SOLUTION LICENSE for: PO # P145965 Invoice # 8845 (Date: 9/30/14) 7/01/2020 to 6/30/2021 (\$620/365 * 365 = \$620)	1	620.00 /UT	620.00
7	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 10 DVMS SOLUTION LICENSE for: PO # P146242 Invoice # 9012 (Date: 10/24/14) 7/01/2020 to 6/30/2021 (\$150/365 * 365 = \$150)	10	150.00 /UT	1,500.00
8	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	3	150.00 /UT	450.00

3/06/2020 8:46 AM



COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 396065
Date: 2/29/2020
Page: 2 of 7

Bill to: Attn: Accounting Division
City of Columbia
PO Box 147
Columbia, SC 29217

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.: 4022		Your P/O No.: 2021 MAINTENANCE		Terms: Net 30	
Sales Rep : PMO		Shipping Via:		Due Date: 3/30/20	
Line	Item Number	Description	Quantity	Unit Price	Extended
		3 DVMS SOLUTION LICENSE for: PO # P147367 Invoice # 9225 (Date: 12/05/14) 7/01/2020 to 6/30/2021 (\$150/365 * 365 = \$150)			
9	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 33 DVMS SOLUTION LICENSE for: PO # P147838 Invoice # 9357 (Date: 1/09/15) 7/01/2020 to 6/30/2021 (\$150/365 * 365 = \$150)	33	150.00 /UT	4,950.00
10	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P148253 Invoice # 9506 (Date: 2/06/15) 7/01/2020 to 6/30/2021 (\$150/365 * 365 = \$150)	2	150.00 /UT	300.00
11	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P148236 Invoice # 9513 (Date: 2/06/15) 7/01/2020 to 6/30/2021 (\$150/365 * 365 = \$150)	2	150.00 /UT	300.00
12	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 1 DVMS SOLUTION LICENSE for: PO # P156796 Invoice # 11669 (Date: 3/09/16) 7/01/2020 to 6/30/2021 (\$150/365 * 365 = \$150)	1	150.00 /UT	150.00
13	WMAIN-121	COBAN DVMS IP INTERVIEW RM SOLUTION MAINTENANCE 1 IP INTERVIEW RM SOLUTION LICENSE for: PO # P154140 Invoice # 11692 (Date: 3/14/16) 3/14/2021 to 3/13/2022 (\$2295/365 * 365 = \$2295)	1	2,295.00 /UT	2,295.00
14	WMAIN-111	COBAN DVMS ENTERPRISE SOLUTION RENEWAL 1 DVMS ENTERPRISE SOLUTION LICENSE for: PO # P154140 Invoice # 11692 (Date: 3/14/16) 3/14/2021 to 3/13/2022 (\$1195/365 * 365 = \$1195)	1	1,195.00 /UT	1,195.00
15	WMAIN-116	COBAN DVMS INTERVIEW RM CAMERA MAINTENANCE	4	260.00 /UT	1,040.00

3/06/2020 8:46 AM

Attachment: Coban Quote (5892 : Coban DVMS Solution Renewal)



COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 396065
Date: 2/29/2020
Page: 3 of 7

Bill to: Attn: Accounting Division
City of Columbia
PO Box 147
Columbia, SC 29217

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2021 MAINTENANCE	Terms: Net 30
Sales Rep : PMO	Shipping Via:	Due Date: 3/30/20

Line	Item Number	Description	Quantity	Unit Price	Extended
		4 DVMS INTERVIEW RM CAMERA LICENSE for: PO # P154140 Invoice # 11692 (Date: 3/14/16) 3/14/2021 to 3/13/2022 (\$260/365 * 365 = \$260)			
16	WMAIN-121	COBAN DVMS IP INTERVIEW RM SOLUTION MAINTENANCE 1 IP INTERVIEW RM SOLUTION LICENSE for: PO # P156194 Invoice # 11892 (Date: 4/28/16) 7/01/2020 to 6/30/2021 (\$2295/365 * 365 = \$2295)	1	2,295.00 /UT	2,295.00
17	WMAIN-111	COBAN DVMS ENTERPRISE SOLUTION RENEWAL 1 DVMS ENTERPRISE SOLUTION LICENSE for: PO # P156194 Invoice # 11892 (Date: 4/28/16) 7/01/2020 to 6/30/2021 (\$1195/365 * 365 = \$1195)	1	1,195.00 /UT	1,195.00
18	WMAIN-116	COBAN DVMS INTERVIEW RM CAMERA MAINTENANCE 2 DVMS INTERVIEW RM CAMERA LICENSE for: PO # P156194 Invoice # 11892 (Date: 4/28/16) 7/01/2020 to 6/30/2021 (\$260/365 * 365 = \$260)	2	260.00 /UT	520.00
19	WMAIN-116	COBAN DVMS INTERVIEW RM CAMERA MAINTENANCE 2 DVMS INTERVIEW RM CAMERA LICENSE for: PO # P158668 Invoice # 12132 (Date: 6/27/16) 7/01/2020 to 6/30/2021 (\$260/365 * 365 = \$260)	2	260.00 /UT	520.00
20	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY 14 EDGE IN CAR SYSTEM for: PO # P158812 Invoice # 12244 (Date: 7/15/16) 7/15/2020 to 7/14/2021 (\$575/365 * 365 = \$575) **ONE FULL YEAR, NO MORE PARTIAL - FINAL YEAR**	14	575.00 /UT	8,050.00
21	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	14	150.00 /UT	2,100.00

3/06/2020 8:46 AM



COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 396065
Date: 2/29/2020
Page: 4 of 7

Bill to: Attn: Accounting Division
City of Columbia
PO Box 147
Columbia, SC 29217

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2021 MAINTENANCE	Terms: Net 30			
Sales Rep : PMO	Shipping Via:	Due Date: 3/30/20			
Line	Item Number	Description	Quantity	Unit Price	Extended

14 DVMS SOLUTION LICENSE for: PO # P158812
Invoice # 12244 (Date: 7/15/16)
7/01/2020 to 6/30/2021 (\$150/365 * 365 = \$150)

22	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY	4	575.00 /UT	2,300.00
----	---------	-------------------------------	---	------------	----------

4 EDGE IN CAR SYSTEM for: PO # P159838
Invoice # 12436 (Date: 8/19/16)
8/19/2020 to 8/18/2021 (\$575/365 * 365 = \$575)
ONE FULL YEAR, NO MORE PARTIAL - FINAL YEAR

23	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	4	150.00 /UT	600.00
----	-----------	-----------------------------	---	------------	--------

4 DVMS SOLUTION LICENSE for: PO # P159838
Invoice # 12436 (Date: 8/19/16)
7/01/2020 to 6/30/2021 (\$150/365 * 365 = \$150)

24	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL	30	90.00 /UT	2,700.00
----	-----------	---------------------------------	----	-----------	----------

30 DVMS BWC SOLUTION LICENSE for: PO # P162740
Invoice # 13231 (Date: 1/20/17)
7/01/2020 to 6/30/2021 (\$90/365 * 365 = \$90)

25	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY	47	575.00 /UT	27,025.00
----	---------	-------------------------------	----	------------	-----------

47 EDGE HiDef SYSTEM - SD CAM - A for: PO # P161855
Invoice # 13238 (Date: 1/20/17)
1/20/2021 to 1/19/2022 (\$575/365 * 365 = \$575)
ONE FULL YEAR, NO MORE PARTIAL - FINAL YEAR

27	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	47	150.00 /UT	7,050.00
----	-----------	-----------------------------	----	------------	----------

47 DVMS SOLUTION LICENSE for: PO # P161855
Invoice # 13238 (Date: 1/20/17)
7/01/2020 to 6/30/2021 (\$150/365 * 365 = \$150)

28	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY	1	415.00 /UT	415.00
----	---------	-------------------------------	---	------------	--------

1 EDGE HiDef SYSTEM - SD CAM - A for: PO # P166454
Invoice # 14531 (Date: 8/31/17)
8/31/2020 to 8/30/2021 (\$415/365 * 365 = \$415)
ONE FULL YEAR, NO MORE PARTIAL

3/06/2020 8:46 AM

Attachment: Coban Quote (5892 : Coban DVMS Solution Renewal)



COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 396065
Date: 2/29/2020
Page: 5 of 7

Bill to: Attn: Accounting Division
City of Columbia
PO Box 147
Columbia, SC 29217

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.: 4022		Your P/O No.: 2021 MAINTENANCE		Terms: Net 30	
Sales Rep : PMO		Shipping Via:		Due Date: 3/30/20	
Line	Item Number	Description	Quantity	Unit Price	Extended
29	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 1 DVMS SOLUTION LICENSE for: PO # P166454 Invoice # 14531 (Date: 8/31/17) 7/01/2020 to 6/30/2021 (\$150/365 * 365 = \$150)	1	150.00 /UT	150.00
30	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 26 EDGE HiDef SYSTEM - SD CAM - A for: PO # P168334 Invoice # 15422 (Date: 3/02/18) 3/02/2021 to 3/01/2022 (\$415/365 * 365 = \$415) **ONE FULL YEAR, NO MORE PARTIAL**	26	415.00 /UT	10,790.00
31	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 26 DVMS SOLUTION LICENSE for: PO # P168334 Invoice # 15422 (Date: 3/02/18) 7/01/2020 to 6/30/2021 (\$150/365 * 365 = \$150)	26	150.00 /UT	3,900.00
32	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 2 EDGE HiDef SYSTEM - SD CAM - A for: PO # P169850 Invoice # 15565 (Date: 3/23/18) 3/23/2021 to 3/22/2022 (\$415/365 * 365 = \$415) **ONE FULL YEAR, NO MORE PARTIAL**	2	415.00 /UT	830.00
33	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P169850 Invoice # 15565 (Date: 3/23/18) 7/01/2020 to 6/30/2021 (\$150/365 * 365 = \$150)	2	150.00 /UT	300.00
34	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 1 EDGE HiDef SYSTEM - SD CAM - A for: PO # P170176 Invoice # 15758 (Date: 5/03/18) 5/03/2021 to 5/02/2022 (\$415/365 * 365 = \$415) **ONE FULL YEAR, NO MORE PARTIAL**	1	415.00 /UT	415.00
35	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	1	150.00 /UT	150.00

3/06/2020 8:46 AM

Attachment: Coban Quote (5892 : Coban DVMS Solution Renewal)



COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 396065
Date: 2/29/2020
Page: 6 of 7

Bill to: Attn: Accounting Division
City of Columbia
PO Box 147
Columbia, SC 29217

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2021 MAINTENANCE	Terms: Net 30			
Sales Rep : PMO	Shipping Via:	Due Date: 3/30/20			
Line	Item Number	Description	Quantity	Unit Price	Extended

1 DVMS SOLUTION LICENSE for: PO # P170176
Invoice # 15758 (Date: 5/03/18)
7/01/2020 to 6/30/2021 (\$150/365 * 365 = \$150)

36	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY	2	415.00 /UT	830.00
----	---------	-------------------------------	---	------------	--------

2 EDGE HiDef SYSTEM - SD CAM - A for: PO # P168952
Invoice # 15848 (Date: 6/04/18)
6/04/2021 to 6/03/2022 (\$415/365 * 365 = \$415)
ONE FULL YEAR, NO MORE PARTIAL

37	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	2	150.00 /UT	300.00
----	-----------	-----------------------------	---	------------	--------

2 DVMS SOLUTION LICENSE for: PO # P168952
Invoice # 15848 (Date: 6/04/18)
7/01/2020 to 6/30/2021 (\$150/365 * 365 = \$150)

38	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL	298	90.00 /UT	26,820.00
----	-----------	---------------------------------	-----	-----------	-----------

298 DVMS BWC SOLUTION LICENSE for: PO # ECHO
SWAP TO FOCUS
Invoice # 18559 (Date: 10/26/18)
10/26/2020 to 10/25/2021 (\$90/365 * 365 = \$90)

39	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	18	165.62 /UT	2,981.16
----	-----------	-----------------------------	----	------------	----------

18 DVMS SOLUTION LICENSE for: PO # P177671
Invoice # 22213 (Date: 5/24/19)
5/24/2021 to 6/30/2022 (\$150/365 * 403 = \$165.62)

40	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	3	159.86 /UT	479.58
----	-----------	-----------------------------	---	------------	--------

3 DVMS SOLUTION LICENSE for: PO # P177498
Invoice # 22373 (Date: 6/07/19)
6/07/2021 to 6/30/2022 (\$150/365 * 389 = \$159.86)

41	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	4	252.33 /UT	1,009.32
----	-----------	-----------------------------	---	------------	----------

4 DVMS SOLUTION LICENSE for: PO # P180972
Invoice # 25057 (Date: 10/25/19)
10/25/2020 to 6/30/2022 (\$150/365 * 614 = \$252.33)

42	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	3	222.33 /UT	666.99
----	-----------	-----------------------------	---	------------	--------

3/06/2020 8:46 AM

Attachment: Coban Quote (5892 : Coban DVMS Solution Renewal)



COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 396065
Date: 2/29/2020
Page: 7 of 7

Bill to: Attn: Accounting Division
City of Columbia
PO Box 147
Columbia, SC 29217

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2021 MAINTENANCE	Terms: Net 30			
Sales Rep : PMO	Shipping Via:	Due Date: 3/30/20			
Line	Item Number	Description	Quantity	Unit Price	Extended

3 DVMS SOLUTION LICENSE for: PO # P182084
Invoice # 27292 (Date: 1/06/20)
1/06/2021 to 6/30/2022 (\$150/365 * 541 = \$222.33)

43	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	54	222.33 /UT	12,005.82
----	-----------	-----------------------------	----	------------	-----------

54 DVMS SOLUTION LICENSE for: PO # P181081
Invoice # 27293 (Date: 1/06/20)
1/06/2021 to 6/30/2022 (\$150/365 * 541 = \$222.33)

Sub Total: 140,477.87

Sales Tax:(8.00%)

Total Amount: 140,477.87

Balance:	140,477.87
----------	------------

Attachment: Coban Quote (5892 : Coban DVMS Solution Renewal)

3/06/2020 8:46 AM

COBAN Technologies, Inc.

3/06/20 8:58AM

OrderBy: Customer

Warranty Status Report

Sales Person: Justin Kester

Customer	InvoiceNo	Date	Item	Description	Quantity	Exp.Date	Status
Columbia Police Department (Columbia, SC)	5558	1/25/2013	WLIC-01	DVMS SOLUTION LICENSE	30	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	7773	3/21/2014	WLIC-01	DVMS SOLUTION LICENSE	1	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	7891	4/04/2014	WLIC-01	DVMS SOLUTION LICENSE	35	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	8283	6/19/2014	WLIC-221	DVMS BWC SOLUTION LICENSE	12	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	8555	8/07/2014	WLIC-01	DVMS SOLUTION LICENSE	2	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	8845	9/30/2014	WLIC-14	DVMS AUTO DVD BURNER SOLUTION LICENSE	1	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	9012	10/24/2014	WLIC-01	DVMS SOLUTION LICENSE	10	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	9225	12/05/2014	WLIC-01	DVMS SOLUTION LICENSE	3	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	9357	1/09/2015	WLIC-01	DVMS SOLUTION LICENSE	33	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	9506	2/06/2015	WLIC-01	DVMS SOLUTION LICENSE	2	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	9513	2/06/2015	WLIC-01	DVMS SOLUTION LICENSE	2	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	11669	3/09/2016	SYSED-02	EDGE IN CAR SYSTEM	1	3/08/2021	Warranty
Columbia Police Department (Columbia, SC)	11669	3/09/2016	WLIC-01	DVMS SOLUTION LICENSE	1	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	11692	3/14/2016	SYSIN-06-I	IP INTERVIEW RM SOLUTION LICENSE	1	3/13/2021	Warranty
Columbia Police Department (Columbia, SC)	11692	3/14/2016	WLIC-02	DVMS ENTERPRISE SOLUTION LICENSE	1	3/13/2021	Warranty
Columbia Police Department (Columbia, SC)	11692	3/14/2016	WLIC-18	DVMS INTERVIEW RM CAMERA LICENSE	4	3/13/2021	Warranty
Columbia Police Department (Columbia, SC)	11892	4/28/2016	SYSIN-06-I	IP INTERVIEW RM SOLUTION LICENSE	1	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	11892	4/28/2016	WLIC-02	DVMS ENTERPRISE SOLUTION LICENSE	1	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	11892	4/28/2016	WLIC-18	DVMS INTERVIEW RM CAMERA LICENSE	2	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	12132	6/27/2016	WLIC-18	DVMS INTERVIEW RM CAMERA LICENSE	2	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	12244	7/15/2016	SYSED-02	EDGE IN CAR SYSTEM	14	7/14/2020	Warranty
Columbia Police Department (Columbia, SC)	12244	7/15/2016	WLIC-01	DVMS SOLUTION LICENSE	14	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	12436	8/19/2016	SYSED-02	EDGE IN CAR SYSTEM	4	8/18/2020	Warranty
Columbia Police Department (Columbia, SC)	12436	8/19/2016	WLIC-01	DVMS SOLUTION LICENSE	4	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	13231	1/20/2017	WLIC-221	DVMS BWC SOLUTION LICENSE	30	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	13238	1/20/2017	SYSED-06-A	EDGE HiDef SYSTEM - SD CAM - A	47	1/19/2021	Warranty
Columbia Police Department (Columbia, SC)	13238	1/20/2017	WLIC-01	DVMS SOLUTION LICENSE	47	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	14531	8/31/2017	SYSED-06-A	EDGE HiDef SYSTEM - SD CAM - A	1	8/30/2020	Warranty
Columbia Police Department (Columbia, SC)	14531	8/31/2017	WLIC-01	DVMS SOLUTION LICENSE	1	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	15422	3/02/2018	SYSED-06-A	EDGE HiDef SYSTEM - SD CAM - A	26	3/01/2021	Warranty
Columbia Police Department (Columbia, SC)	15422	3/02/2018	WLIC-01	DVMS SOLUTION LICENSE	28	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	15565	3/23/2018	SYSED-06-A	EDGE HiDef SYSTEM - SD CAM - A	2	3/22/2021	Warranty
Columbia Police Department (Columbia, SC)	15565	3/23/2018	WLIC-01	DVMS SOLUTION LICENSE	2	6/30/2020	Warranty

Attachment: Coban Quote (5892 : Coban DVMS Solution Renewal)

Warranty Status Report

Sales Person: Justin Kester

Customer	InvoiceNo	Date	Item	Description	Quantity	Exp.Date	Status
Columbia Police Department (Columbia, SC)	15758	5/03/2018	SYSED-06-A	EDGE HiDef SYSTEM - SD CAM - A	1	5/02/2021	Warranty
Columbia Police Department (Columbia, SC)	15758	5/03/2018	WLIC-01	DVMS SOLUTION LICENSE	1	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	15848	6/04/2018	SYSED-06-A	EDGE HiDef SYSTEM - SD CAM - A	2	6/03/2021	Warranty
Columbia Police Department (Columbia, SC)	15848	6/04/2018	WLIC-01	DVMS SOLUTION LICENSE	2	6/30/2020	Warranty
Columbia Police Department (Columbia, SC)	16163	6/13/2018	WLIC-14	DVMS AUTO DVD BURNER SOLUTION LICENSE	1	6/12/2023	Warranty
Columbia Police Department (Columbia, SC)	18559	10/26/2018	WLIC-221	DVMS BWC SOLUTION LICENSE	298	10/25/2020	Warranty
Columbia Police Department (Columbia, SC)	19382	12/07/2018	FOCUS-10-00	FOCUS X1 INTEGRATION PACKAGES(FOCUS BOD\	50	12/06/2021	Warranty
Columbia Police Department (Columbia, SC)	22213	5/24/2019	SYSED-06-D	EDGE HiDef SYSTEM - CLS110 w/ IR	18	5/23/2022	Warranty
Columbia Police Department (Columbia, SC)	22213	5/24/2019	WLIC-01	DVMS SOLUTION LICENSE	18	5/23/2021	Warranty
Columbia Police Department (Columbia, SC)	22373	6/07/2019	SYSED-06-D	EDGE HiDef SYSTEM - CLS110 w/ IR	3	6/06/2022	Warranty
Columbia Police Department (Columbia, SC)	22373	6/07/2019	WLIC-01	DVMS SOLUTION LICENSE	3	6/06/2021	Warranty
Columbia Police Department (Columbia, SC)	25057	10/25/2019	SYSED-06-D	EDGE HiDef SYSTEM - CLS110 w/ IR	4	10/24/2022	Warranty
Columbia Police Department (Columbia, SC)	25057	10/25/2019	WLIC-01	DVMS SOLUTION LICENSE	4	10/24/2020	Warranty
Columbia Police Department (Columbia, SC)	27085	12/18/2019	WLIC-14	DVMS AUTO DVD BURNER SOLUTION LICENSE	3	12/17/2024	Warranty
Columbia Police Department (Columbia, SC)	27292	1/06/2020	SYSED-06-D	EDGE HiDef SYSTEM - CLS110 w/ IR	3	1/05/2023	Warranty
Columbia Police Department (Columbia, SC)	27292	1/06/2020	WLIC-01	DVMS SOLUTION LICENSE	3	1/05/2021	Warranty
Columbia Police Department (Columbia, SC)	27293	1/06/2020	SYSED-06-D	EDGE HiDef SYSTEM - CLS110 w/ IR	54	1/05/2023	Warranty
Columbia Police Department (Columbia, SC)	27293	1/06/2020	WLIC-01	DVMS SOLUTION LICENSE	54	1/05/2021	Warranty
Total of Columbia Police Department (Columbia, SC)					885		
GRAND TOTAL					885		

Attachment: Coban Quote (5892 : Coban DVMS Solution Renewal)



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of the 2nd Annual Subscription for the Gun Fire Alert and Analysis Service, as requested by the Columbia Police Department. Award to ShotSpotter, Inc., as a Sole Source in the amount of \$390,000.00. This vendor is located in Newark, CA.

REQUISITION NO.: R204616

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services (1012402-638200). The original budget amount is \$390,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

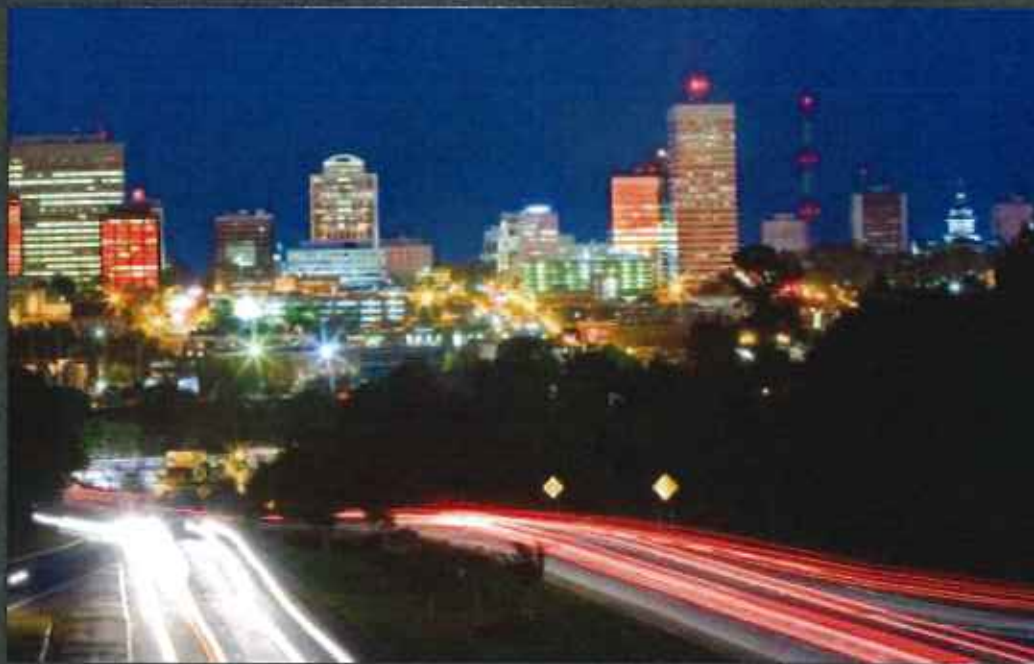
PURPOSE:
This is year two of the three-year subscription.

Sec 2-204 (5) of the City Ordinance - Competitive sealed bidding required; exceptions.

All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: Sole Source Procurements.

ATTACHMENTS:

- Shotspotter Agreement (PDF)



confidential

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

Attachment: Shotspotter Agreement (5969 : ShotSpotter- Gunshot Detection Technology)



CITY OF COLUMBIA

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

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

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



CITY OF COLUMBIA

Table of Contents

SST Introduction and Background	1
About SST, Inc.	1
Our Core Beliefs	1
Our Experience	2
Our Service and Product Offerings	2
About Our Service – ShotSpotter Flex	3
Real-Time Gunfire Data	3
Sensor Platform	4
Subscription-based and Software as a Service	4
Incident Review Center	5
Best Practices and Onboarding Training	6
Gunfire Data and Alerts	7
Customer References	12
Additional Services & Support	13
Coverage Areas	14
Analysis	16
Pricing, Terms and Conditions	16
One-Time Service Startup Fees	16
Annual Subscription Fee	17
Total Three-Year Subscription	17
Optional API License	17
Payment Terms	17
Flex Service Agreement (See Attached Exhibit)	18
Agreement	18

SST Introduction and Background

About SST, Inc.

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

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

Our Core Beliefs

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

Our Experience

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

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

Our Service and Product Offerings

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

An overview of our suite of services include the following:

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

About Our Service – ShotSpotter Flex

Real-Time Gunfire Data

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

ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur.

Police now possess a scientific barometer of success: smart policing leads to fewer shootings.

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

Sensor Platform

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

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

Subscription-based and Software as a Service

SST's cloud-based system is cost effective.

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

Built-in redundancy eliminates any single point of failure.

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

Subscription Based

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

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

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

Incident Review Center

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

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

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

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

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

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

Best Practices and Onboarding Training

The SST Training Team

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

Getting Started

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

Educational and Best Practices Webinars

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

Gunfire Data and Alerts

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

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

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

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

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

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



ii. Investigator Portal

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

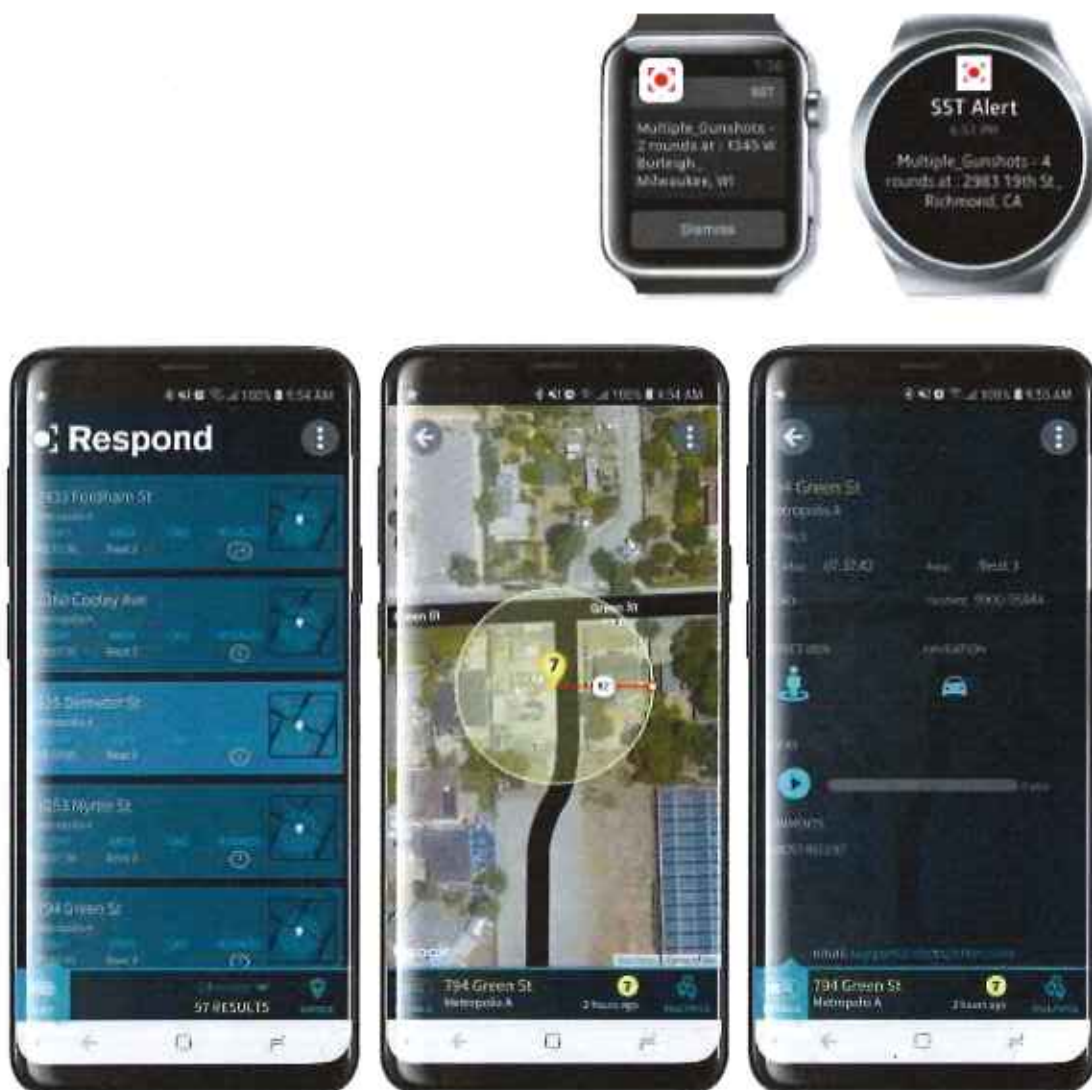
End-users can create their own custom reports or otherwise analyze the data using standard COTS products such as Microsoft SQL Server Report Builder, Crystal Reports, ArcGIS including Spatial Analyst, and any other SQL tools or SQL Server compatible tools. Because the system stores all incident details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

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



iii. Mobile Alerts

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



iv. Notification Engine API (optional)

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

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

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

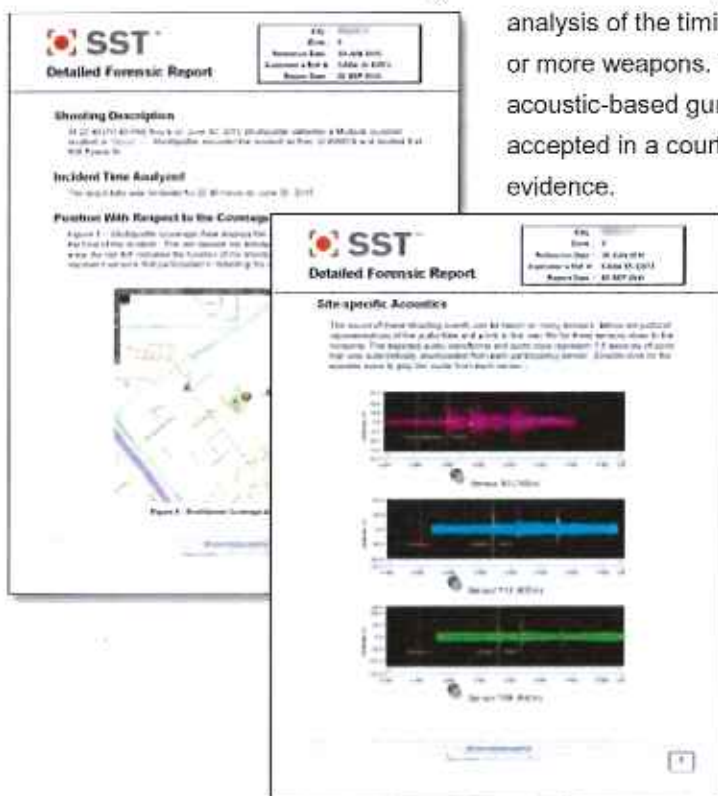
- Up to three (3) integrations or endpoints
- Establishing an instance of the API for the City on SST-hosted servers
- Consulting with the City of Columbia and third parties to ensure the API operates according to the specifications
- 24x7 alerts to up to three third party endpoints
- Supporting the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

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

v. Forensic Reports & Certified Expert Witness Services

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

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



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



Customer References

Minneapolis (MN) Police Department

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

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

Coverage Area: 5 square miles (1 expansion)

2006 to Present

New York City (NY) Police Department

1 Police Plaza, New York, NY 10007

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

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

2015 to Present

Hartford (CT) Police Department

50 Jennings Road, Hartford, CT 06120

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

Coverage Area: 11.25 square miles (1 expansion)

2011 to Present

Kansas City (MO) Police Department

700 Minnesota Avenue, Kansas City, KS 66101

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

Coverage Area: 4.5 square miles

2012 to Present

Riviera Beach (FL) Police Department

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

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

Coverage Area: 3 square miles (1 expansion)

2010 to Present

Additional Services & Support

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

Coverage Area Details:

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

Data Retention:

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

SST Onboarding:

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

Support:

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

Customer Requirements:

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

Coverage Areas

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



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

Analysis

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

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

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

Pricing, Terms and Conditions

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

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

One-Time Service Startup Fees

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



Annual Subscription Fee

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

Total Three-Year Subscription

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

Optional API License

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

Payment Terms

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

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



Flex Service Agreement (See Attached Exhibit)

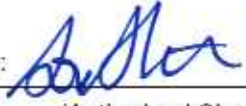
The attached ShotSpotter Flex Service Agreement ("Agreement") is incorporated herein by reference and constitutes an integral part of this proposal. Unless specifically stated otherwise, should there be any conflict between the Agreement and this proposal, the Agreement shall take precedence over the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

Agreement

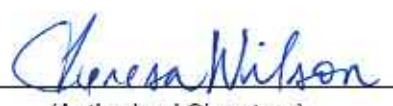
IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below.

ShotSpotter, Inc.

City of Columbia, South Carolina

By: 

(Authorized Signature)

By: 

(Authorized Signature)

Name: Sonya Strickler

Name: Teresa Wilson

Title: VP Finance & Controller

Title: City Manager

Date: 9/6/2018

Date: 9/10/2018



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

SERVICES AGREEMENT



confidential

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

Attachment: Shotspotter Agreement (5969 : ShotSpotter- Gunshot Detection Technology)



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

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

1. SERVICES

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

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

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

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

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

2. LICENSE

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

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



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

A. RIGHTS IN DATA.

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

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

B. RESTRICTIONS.

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



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

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

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

C. TERMINATION.

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

D. MODIFICATION TO OR DISCONTINUATION OF THE SERVICE.

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



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

E. OTHER RESTRICTIONS.

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

3. LIMITED EXCLUSIVE WARRANTY.

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

A. REVIEWED ALERT SERVICE LEVELS.

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

B. OTHER WARRANTY.

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

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

4. ShotSpotter SUPPORT.

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



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

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

A. FORENSIC REPORTS.

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

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

B. EXPERT WITNESS SERVICES.

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



5. TERM, RENEWAL

A. TERM AND COMMENCEMENT.

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

B. RENEWAL.

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

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

C. COMMERCIAL CARRIER DATA SERVICES.

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

6. IP INFRINGEMENT; EXCLUSIVE REMEDY.

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



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

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

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

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

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



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

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

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

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

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

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



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

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

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

8. YOUR OBLIGATIONS.

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

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

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

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

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



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

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

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

9. INTELLECTUAL PROPERTY RIGHTS; LIMITED LICENSE.

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

10. EXPORT CONTROL.

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



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

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

11. PROTECTION OF CONFIDENTIAL INFORMATION.

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



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

12. NOTICES.

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

13. FORCE MAJEURE.

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

14. DEFAULT; REMEDIES.

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

15. LIMITATIONS ON LIABILITY.

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



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

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

16. GENERAL PROVISIONS.

A. NO AGENCY.

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

B. COMPLIANCE WITH LAWS AND TAXES.

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

C. EQUAL OPPORTUNITY CONTRACT CLAUSE.

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

D. SEVERABILITY AND INTERPRETATION.

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

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

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

F. BENEFIT AND BURDEN; ASSIGNMENT.

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

**G. GOVERNING LAW AND DISPUTE RESOLUTION.**

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



Exhibit A

ShotSpotter Gunshot Location System®

Reviewed Alert Service Levels

Summary

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

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

Gunshot Detection & Location Performance

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

Reviewed Alerts Service

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

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



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

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

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

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

Service Availability

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

Customer SLA Credits

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

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



Service Level Exclusions and Modifications

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

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

Service Failure Notification

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

Customer Responsibilities

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

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

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

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



ShotSpotter – Definition of Key Terms

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

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

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

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

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

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

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

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



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of three Nissan Rogues for Water Customer Care, as requested by the Fleet Services Division to replace high mileage department vehicles. Award to Hudson Charleston Nissan, using the SC State Contract in the amount of \$58,056.00. This vendor is located in Charleston, SC.

REQUISITION NO.: R203794

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Customer Service - Auto, Trucks, Hvy Equip-Capital;5511407-658500. The original budgeted amount is \$58,056.00

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the SC State Contract #4400022503 Vendor, Hudson Charleston Nissan at the following cost plus sales tax.

Three Nissan Rogue	
Base Price	\$56,556.00
SC State Taxes	\$1,500.00
PO Total	\$58,056.00

Sec. 2-204.-Item (10) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: When purchasing through state contracts.

ATTACHMENTS:

- State Contract# 4400022503 (PDF)

- R203794_REVISED Quote_Nissan Rogue (PDF)

Ellicia Thompson, Procurement Manager
 Phone: (803) 737-5769
 Email: ethompson@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 3
 Date: 11/1/2019

Selection

SC-2: Compact Crossover/Wagon, 2WD, 5-Passengers

<u>Contract Number:</u>	4400022503	<u>Contractor:</u>	Hudson Nissan of Charleston
<u>Initial Contract Term:</u>	11/1/19 – 10/31/20	<u>Address:</u>	1714 Savana HWY Charleston, SC 29407
<u>Contract Rollover Dates:</u>	TBD	<u>Vendor #:</u>	7000265477
<u>Order Cutoff Date:</u>	TBD	<u>Contact:</u>	Stephen Hardman
<u>Model:</u>	Nissan Rogue S FWD 22110	<u>Email:</u>	shardman@charlestonnissan.com
<u>Commodity Code:</u>	07104	<u>Telephone:</u>	(843) 769-2214
<u>Delivery :</u>	60 days ARO	<u>Fax:</u>	N/A

BASE PRICE = \$18,852.00

* Click on the link above for an itemized listing of items included in the base price.

Optional Additions

Bluetooth/Hands Free Calling	Factory Standard
Auxiliary Power Connection	Factory Standard
Option to All-wheel Drive AWD.....	\$1,016.00

Optional Deductions

Delivery Fee (per vehicle)	\$ No Charge
<i>Non-State Agencies ONLY</i>	

Delivery Information

Distance from Dealership to SFM Delivery Point	112 miles
Delivery price per mile in excess of 9 miles	\$ No Charge
<i>Non-State Agencies ONLY</i>	

CONDITIONAL SALES AGREEMENT

**Hudson Charleston
Nissan West Ashley**

Deal #:
1714 Savannah Highway
CHARLESTON, SC 29407
(843) 571-2810

PROSPECT # _____
STOCK # _____
SALESMAN **Stephen Hardman**
DATE SOLD _____ SP # _____

PURCHASER'S NAME Department of Procurement & Contracts		DRIVERS LICENSE #	SOCIAL SECURITY #	DATE OF BIRTH
CO-PURCHASER'S NAME		DRIVERS LICENSE #	SOCIAL SECURITY #	DATE OF BIRTH
ADDRESS		FMAIL		SOURCE OF CUSTOMER
CITY	STATE SC	COUNTY	ZIP	HOME PHONE
PLEASE ENTER MY OFFER FOR		☒ NEW ☐ USED	☐ CAR ☐ TRUCK	CHECK HERE ☐ IF THIS VEHICLE WAS PREVIOUSLY USED AS A DEMONSTRATOR CHECK HERE ☐ IF THIS VEHICLE WAS PREVIOUSLY USED FOR RENTAL OR HIRE

VEHICLE PURCHASED	
SERIAL NO.	
YEAR 2020	COLOR
MAKE Nissan	TRIM S 4dr Front-wheel Drive
MODEL Rogue	MILES
BODY TYPE	MODEL # 22110

USED VEHICLE TRADE-IN UNIT #1	
SERIAL NO.	
YEAR	COLOR
MAKE	TRIM
MODEL	MILES
BODY TYPE	MODEL #

BALANCE OWED TO	ACCT #
ADDRESS	
BALANCE OWED \$0.00	GOOD THROUGH

USED VEHICLE TRADE-IN UNIT #2	
SERIAL NO.	
YEAR	COLOR
MAKE	TRIM
MODEL	MILES
BODY TYPE	MODEL #

BALANCE OWED TO	ACCT #
ADDRESS	
BALANCE OWED \$	GOOD THROUGH

FAILURE TO OBTAIN FINANCING: Dealer is not obligated to sell under this Conditional Sales Agreement unless financing is approved by a lending institution satisfactory to Dealer at Dealer's sole discretion (or until Purchaser pays the Balance Due After Trade-In or Down Payment to Dealer in cash). If approval of financing is not obtained or Purchaser does not pay the balance shown on the front to Dealer in cash within seven (7) days from the date of this agreement, the Purchaser shall return the vehicle delivered to Purchaser under this Conditional Sales Agreement and Dealer shall return to Purchaser any trade-in vehicle and/or deposit or down payment constituting a part of the consideration for this Conditional Sales Agreement, less Dealer's expenses and/or damages, including but not limited to repair of any physical damage to the vehicle, \$1.00 per mile in excess of 25 miles per day or 150 miles, whichever is less, reasonable attorney fees and costs associated with enforcing this agreement, plus any other incidental and consequential damages Dealer suffers as a result of the failure to obtain approval of financing or payment of the balance shown on the front. If the trade-in has been sold by Dealer, then Purchaser shall be entitled to reimbursement of the actual cash value of the trade-in vehicle, less the expenses and/or damages described above, regardless of the amount of any trade allowance and/or discount allowed by Dealer. Purchaser agrees to indemnify and save Dealer harmless from liability for any and all debts, obligations, damages, claims, demands, actions, suits, proceedings or judgments of any kind or nature, arising directly or indirectly from, as a result of, or otherwise connected with this Conditional Sales Agreement or Purchaser's possession of the motor vehicle, as well as from the costs, including reasonable attorney fees, of defending against them. Purchaser shall maintain in full force and effect insurance to cover damage to the motor vehicle and liability arising from the operation of the same.

It is expressly understood and agreed to by and between the parties hereto that this is an offer to purchase by the Purchaser, and is not an offer to sell by Hudson Charleston Nissan West Ashley and further, that this offer to purchase does not become a binding contract on the parties hereto until accepted in writing by an authorized officer of Hudson Charleston Nissan West Ashley.

Except as set forth herein, this CONDITIONAL SALES AGREEMENT constitutes the entire agreement between PURCHASER and Hudson Charleston Nissan West Ashley.

LIST PRICE†	71,556
DISCOUNT	
MANUFACTURERS REBATE(S)	15,000
PURCHASE PRICE	56,556
ESTIMATED TAG FEES () New () Transfer	
ELECTRONIC TAG & REGISTRATION FEES	
MOTOR VEHICLE CLOSING FEE	
IMF	1,500
TOTAL PURCHASE PRICE	
WARRANTIES	
GAP	
TRADE ALLOWANCE	
TRADE PAYOFF AMOUNT	
TRADE EQUITY	
TOTAL CASH DOWN	
BALANCE DUE ON DELIVERY	58,056
LIENHOLDER:	
Quote is for 3 Rogues	

* SETTLEMENT & DELIVERY FEES *

THIS CHARGE REPRESENTS COST AND PROFITS TO THE SELLER/DEALER FOR ITEMS SUCH AS, BUT NOT LIMITED TO, INSPECTING, SERVICING, AND PREPARING DOCUMENTS RELATED TO THE SALE.

"AS IS"

Any warranties on the product sold hereby are those made by the manufacturer. The seller, hereby, expressly disclaims all warranties, other express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said product.

The terms on the back of this document are incorporated herein by references as if fully set forth on the front of this agreement and are legally binding on all parties hereto.

†Includes Hudson Extra Advantage Price of \$595.

PURCHASER _____

PURCHASER _____

ACCEPTED BY _____ DATE _____

Attachment: R203794 REVISED Quote Nissan Rogue (5891 : Three Nissan Rogue for Customer Care)



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of CIPP Liner Total Equipment System & Enclosed Trailer for the Wastewater Maintenance Division, as requested by Columbia Water. Award to Schwalm USA, LLC, using the HGACBuy Cooperative Contract in the amount of \$145,875.60. This vendor is located in Greenville, SC.

REQUISITION NO.: R204684

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Wastewater Maintenance - Machinery & Equipment-Capital (5516205-658300). The original budgeted amount is \$120,500.00 and additional funding in the amount of \$25,375.60 will come from (5516205-638305).

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the HGACBuy Contract# TP07-18 Vendor, Schwalm USA, LLC, at the following cost plus sales tax.

CIPP Liner Total Equipment System & Enclosed Trailer	
Base Price	\$135,070.00
SC State Taxes	\$10,805.60
PO Total	\$145,875.60

Sec. 2-204.-Item (10) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: When purchasing through cooperative contracts.

ATTACHMENTS:

- Schwalm Quote (PDF)
- HGAC Interlocal Contract (PDF)
- HGAC Buy Contract Information TP07-18 (PDF)

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Columbia, SC	Contractor:	Schwalm USA, LLC
Contact Person:	La'Toyia T. Davis	Prepared By:	Ryan Graham
Phone:	803-545-4471	Phone:	281-639-3237
Fax:	803-758-1013	Fax:	
Email:	La'Toyia.Davis@columbiasc.gov	Email:	rgraham@vortexcompanies.com

Catalog / Price Sheet Name:	Form D - Products and Services Offerings (Tab B)
General Description of Product:	CIPP Lining Equipment and Trailer

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

[illegible]

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
Total From Other Sheets, If Any:			
Subtotal B:			
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	(

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

C72 -- CIPP Liner Equipment - Total System w/ Large Inversion Drum (4" - 8")	-239
C75 -- Enclosed Trailer for CIPP Liner Equipment	-45
SALES TAX -- State of South Carolina (6%) + Richland County (2%) = 8% TOTAL	1080
Subtotal C:	-17624.00

Delivery Date:	TBD	D. Total Purchase Price (A+B)	Packet Pg. 105
-----------------------	------------	--------------------------------------	-----------------------



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: **18-6858**

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Columbia, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 1800 Main Street, Columbia, SC 29201

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * 5/31/2018 (Date), and that it desires to contract with H-GAC on the terms set forth below;

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

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * 7/1/17 and ends * 6/30/18. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

Attachment: HGAC Interlocal Contract (5961 : CIPP Liner Total Equipment System & Enclosed Trailer)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

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

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

* City of Columbia
Name of End User (local government, agency, or non-profit corporation)

* 1800 Main Street

Mailing Address

* Columbia SC 29201
City State ZIP Code

* By: Cheresa Wilson
Signature of chief elected or appointed official

* Teresa Wilson, City Manager
Typed Name & Title of Signatory Date 5/31/2018

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: [Signature]

82EC270D5D61423...

6/22/2018

Date: _____

*Denotes required fields

APPROVED AS TO FORM

rev. 12/15

[Signature]
Legal Department City of Columbia, SC



Trenchless Pipeline Rehabilitation Services

Contract Information

Contract Number

TP07-18

Effective Dates

07/01/2018 to 06/30/2021

Contract Details

A wide variety services and products pertaining to the reconstruction, rehabilitation or cleaning of pipelines, tubes, conduits or culverts by means of Trenchless technology.



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of a Dump Truck for the Street Division, as requested by the Fleet Services Division. Award to Shealys Incorporated, using the SC State Contract, in the amount of \$160,661.00 This vendor is located in Columbia, SC.

REQUISITION NO.: R202365

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Streets-StormDrains-Auto, Trucks,Hvy Equip-Capital (5534203-658500). The original budgeted amount is \$160,661.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using SC State Contract No. 44400022510 and 4400019820 Vendor, Shealys Incorporated at the following cost with sales tax.

Dump Truck	
Base Price	\$160,161.00
SC State Taxes	\$ 500.00
PO Total	\$160,661.00

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

ATTACHMENTS:

- R202365 - Quote - Dump Trucks (PDF)
- 4400022510 - Cab Chassis (PDF)
- 4400019820 - Dump Body (PDF)

Prepared for:
Randall Ellswick
City of Columbia, SC
1136 Washington Street
Columbia, SC 29201
Phone: 803-545-3470

Prepared by:
David Shealy
SHEALY WESTERN STAR
1340 BLUFF RD.
COLUMBIA, SC 29201
Phone: 803-771-0176

State Contract #4400022510 (truck chassis)

State Contract #4400019820 (dump body)

QUOTATION

4700 SET-BACK FRONT AXLE CHASSIS

SET BACK AXLE - TRUCK
DETROIT DD13 12.8L 380 HP @ 1625 RPM, 1900 GOV
RPM, 1450 LB/FT @ 975 RPM
ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE
TUFTRAC 46,000# REAR SPRING SUSPENSION
MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH
DROP SINGLE FRONT AXLE
20,000# TAPERLEAF FRONT SUSPENSION

110 INCH BBC STEEL CONVENTIONAL CAB
5275MM (208 INCH) WHEELBASE
11/32X3-1/2X10-15/16 INCH STEEL FRAME
(8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
1600MM (63 INCH) REAR FRAME OVERHANG
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME
REINFORCEMENT
HENDRICKSON SC13/SCO13 13,200# FF1 STEERABLE
15X4 BRAKE INTEGRAL PUSHER AXLE

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 158,940	\$ 158,940
EXTENDED WARRANTY		\$ 1,566	\$ 1,566
DEALER INSTALLED OPTIONS		\$ 0	\$ 0
CUSTOMER PRICE BEFORE TAX		\$ 160,506	\$ 160,506

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$ (345)	\$ (345)
TAXES AND FEES	\$ 0	\$ 0
OTHER CHARGES	\$ 0	\$ 0

TRADE-IN

TRADE-IN ALLOWANCE	\$ (0)	\$ (0)
--------------------	--------	--------

BALANCE DUE	(LOCAL CURRENCY)	\$ 160,161	\$ 160,161
-------------	------------------	------------	------------

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Prepared for:
Randall Ellswick
City of Columbia, SC
1136 Washington Street
Columbia, SC 29201
Phone: 803-545-3470

Prepared by:
David Shealy
SHEALY WESTERN STAR
1340 BLUFF RD.
COLUMBIA, SC 29201
Phone: 803-771-0176

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

Attachment: R202365 - Quote - Dump Trucks (5879 : Replacement Dump Truck for Streets Division)



Prepared for:
Randall Ellswick
City of Columbia, SC
1136 Washington Street
Columbia, SC 29201
Phone: 803-545-3470

Prepared by:
David Shealy
SHEALY WESTERN STAR
1340 BLUFF RD.
COLUMBIA, SC 29201
Phone: 803-771-0176

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-23T	WESTERN STAR 4700 PRL-23T (EFF:01/21/20)			STD
Data Version				
DRL-009	SPECPRO21 DATA RELEASE VER 009			N/C
Vehicle Configuration				
001-451	4700 SET-BACK FRONT AXLE CHASSIS	9,215	6,480	\$192,085.00
004-221	2021 MODEL YEAR SPECIFIED			STD
002-004	SET BACK AXLE - TRUCK			STD
019-006	TRAILER TOWING PROVISION AT END OF FRAME	10	10	\$615.00
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-003	TRUCK/TRAILER CONFIGURATION			N/C
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			STD
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE			N/C
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-010	DIRT/SAND/ROCK COMMODITY			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-1A5	WESTERN STAR VOCATIONAL WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs			
A67-99D	EXPECTED PUSHER AXLE(S) LOAD : 13000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 79000.0 lbs			



Prepared for:
Randall Ellswick
City of Columbia, SC
1136 Washington Street
Columbia, SC 29201
Phone: 803-545-3470

Prepared by:
David Shealy
SHEALY WESTERN STAR
1340 BLUFF RD.
COLUMBIA, SC 29201
Phone: 803-771-0176

Data Code	Description	Weight Front	Weight Rear	Retail Price
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs			
Truck Service				
AA3-004	END DUMP BODY			STD
Engine				
101-2X3	DETROIT DD13 12.8L 380 HP @ 1625 RPM, 1900 GOV RPM, 1450 LB/FT @ 975 RPM			(\$100.00)
Electronic Parameters				
79A-065	65 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79G-012	15 MINUTES IDLE SHUTDOWN WITH CLUTCH AND SERVICE BRAKE OVERRIDE			N/C
79K-008	PTO MODE ENGINE RPM LIMIT - 1150 RPM			N/C
79M-002	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED OR PARK BRAKE NOT APPLIED			N/C
79P-001	PTO RPM WITH CRUISE SET SWITCH - 600 RPM			N/C
79Q-001	PTO RPM WITH CRUISE RESUME SWITCH - 600 RPM			N/C
79T-001	PTO MODE RPM INCREMENT - 25 RPM			N/C
79W-001	ONE REMOTE PTO SPEED			N/C
79X-005	PTO SPEED 1 SETTING - 900 RPM			N/C
80D-001	SOFT CRUISE CONTROL ENABLED			N/C
80G-001	PTO MINIMUM RPM - 600			N/C
80K-001	TEMPERATURE OVERRIDE BELOW 20 DEGREES AND ABOVE 70 DEGREES AMBIENT TEMPERATURE			N/C
80L-001	ENABLE AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE			N/C
Engine Equipment				
99C-017	2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION			STD
99D-009	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE OF HOOD)			\$106.00
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
133-004	ONE PIECE VALVE COVER			STD
014-107	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH Safety ELEMENT AND PASSIVE PRECLEANER			\$551.00



Prepared for:
 Randall Ellswick
 City of Columbia, SC
 1136 Washington Street
 Columbia, SC 29201
 Phone: 803-545-3470

Prepared by:
 David Shealy
 SHEALY WESTERN STAR
 1340 BLUFF RD.
 COLUMBIA, SC 29201
 Phone: 803-771-0176

Data Code	Description	Weight Front	Weight Rear	Retail Price
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES	-10		(\$188.00)
290-017	BATTERY BOX FRAME MOUNTED	35		\$63.00
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB			N/C
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			N/C
293-072	POSITIVE LOAD DISCONNECT WITH DASH MOUNTED CONTROL SWITCH	8		\$157.00
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2		\$102.00
306-019	LOW VOLTAGE BATTERY DISCONNECT AT 12.3 VOLTS FOR ISOLATED CIRCUITS WITH LOCAL ALARM			STD
107-044	BW MODEL BA-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE			STD
131-013	AIR COMPRESSOR DISCHARGE LINE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-002	JACOBS COMPRESSION BRAKE			STD
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE			STD
28F-007	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH			N/C
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			STD
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			STD
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK			STD
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD			STD



Prepared for:
 Randall Ellswick
 City of Columbia, SC
 1136 Washington Street
 Columbia, SC 29201
 Phone: 803-545-3470

Prepared by:
 David Shealy
 SHEALY WESTERN STAR
 1340 BLUFF RD.
 COLUMBIA, SC 29201
 Phone: 803-771-0176

Data Code	Description	Weight Front	Weight Rear	Retail Price
273-048	HORTON 2-SPEED DRIVEMASTER ADVANTAGE POLAREXTREME FAN DRIVE			\$285.00
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED			\$10.00
110-068	DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR			STD
118-001	FULL FLOW OIL FILTER			STD
266-057	1500 SQUARE INCH ALUMINUM RADIATOR			STD
267-006	MOUNTING FOR FIREWALL MOUNTED SURGE TANK			STD
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-023	HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE			STD
168-002	LOWER RADIATOR GUARD			STD
138-005	PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER			STD
166-998	NO OIL PREHEATER			(\$73.00)
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			STD
134-001	ALUMINUM FLYWHEEL HOUSING			STD
155-075	MITSUBISHI 12V MOD 3.175-DP60 STARTER WITH INTEGRATED MAGNETIC SWITCH			STD

Transmission

342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	STD
---------	--	-----

Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV	STD
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES	STD
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY	STD

Prepared for:
Randall Ellswick
City of Columbia, SC
1136 Washington Street
Columbia, SC 29201
Phone: 803-545-3470

Prepared by:
David Shealy
SHEALY WESTERN STAR
1340 BLUFF RD.
COLUMBIA, SC 29201
Phone: 803-771-0176

Data Code	Description	Weight Front	Weight Rear	Retail Price
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED			STD
85P-998	NO REAR PTO TRANSMISSION RANGE			STD
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR			\$125.00
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO			N/C
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			STD
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			STD
370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED			STD
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			STD
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD

Front Axle and Equipment

400-1AC	MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	60		\$1,866.00
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			STD
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-014	MERITOR STEELLITE X30 FRONT BRAKE DRUMS	-40		\$185.00
427-001	FRONT BRAKE DUST SHIELDS	5		\$87.00

Application Version 11.2.313
Data Version PRL-23T.009
4th unit City of Columbia 2020



03/25/2020 1:43 PM

Page 7 of 20

Attachment: R202365 - Quote - Dump Trucks (5879 : Replacement Dump Truck for Streets Division)

Prepared for:
Randall Ellswick
City of Columbia, SC
1136 Washington Street
Columbia, SC 29201
Phone: 803-545-3470

Prepared by:
David Shealy
SHEALY WESTERN STAR
1340 BLUFF RD.
COLUMBIA, SC 29201
Phone: 803-771-0176

Data Code	Description	Weight Front	Weight Rear	Retail Price
409-006	FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-003	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS			\$58.00
406-001	STANDARD KING PIN BUSHINGS			STD
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	90		N/C
539-003	POWER STEERING PUMP			STD
534-003	4 QUART POWER STEERING RESERVOIR			N/C
533-001	OIL/AIR POWER STEERING COOLER			N/C
40T-003	SYNTHETIC 50W FRONT AXLE LUBE			STD
Front Suspension				
620-025	20,000# TAPERLEAF FRONT SUSPENSION	-60		\$880.00
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			N/C
410-001	FRONT SHOCK ABSORBERS			N/C
Rear Axle and Equipment				
420-111	RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE		500	\$4,441.00
421-489	4.89 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	40	40	\$519.00
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES			STD
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30	\$1,317.00
878-022	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD- REAR AXLE VALVE AND (1) REAR-REAR AXLE VALVE			\$36.00
87A-006	INDICATOR LIGHT AND BUZZER FOR EACH INTERAXLE LOCKOUT SWITCH			\$30.00
87B-009	INDICATOR LIGHT AND BUZZER FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH			\$28.00
423-019	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			\$276.00
433-002	NON-ASBESTOS REAR BRAKE LINING			STD

Prepared for:
 Randall Ellswick
 City of Columbia, SC
 1136 Washington Street
 Columbia, SC 29201
 Phone: 803-545-3470

Prepared by:
 David Shealy
 SHEALY WESTERN STAR
 1340 BLUFF RD.
 COLUMBIA, SC 29201
 Phone: 803-771-0176

Data Code	Description	Weight Front	Weight Rear	Retail Price
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)			N/C
451-014	MERITOR STEELLITE X30 REAR BRAKE DRUMS		-80	\$442.00
425-002	REAR BRAKE DUST SHIELDS		10	\$235.00
440-006	REAR OIL SEALS			STD
426-1B3	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS			\$51.00
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			\$94.00
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE			N/C
Rear Suspension				
622-286	TUFTRAC 46,000# REAR SPRING SUSPENSION		490	\$3,518.00
621-055	TUFTRAC STANDARD RIDE HEIGHT			N/C
431-003	AXLE CLAMPING GROUP			N/C
624-028	56 INCH AXLE SPACING			N/C
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS			N/C
439-001	REAR SHOCK ABSORBERS - ONE AXLE			N/C
Pusher / Tag Equipment				
035-1A0	HENDRICKSON SC13 COMPOSILITE 13,200# AIR LIFT STEERABLE PUSHER SUSPENSION, 15X4 BRAKES AND FF1 AXLE	465	860	\$8,470.00
443-1C9	HENDRICKSON SC13/SCO13 13,200# FF1 STEERABLE 15X4 BRAKE INTEGRAL PUSHER AXLE			N/C
874-004	(1) DASH SWITCH, (1) GAUGE AND (1) AIR PRESSURE REGULATOR INSIDE CAB			\$43.00
87F-005	REVERSE LIFT AXLE WIRING WITH LAST STATE RETENTION WITH IGNITION OFF			N/C
896-007	AIR PIPING FOR LIFTABLE PUSHER/TAG AXLE, CONTROLS MOUNTED INSIDE CAB			(\$81.00)
456-1AE	HENDRICKSON 15X4 CAM PUSHER/TAG BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			N/C
457-002	NON-ASBESTOS PUSHER/TAG BRAKE LINING			N/C
448-023	CONMET CAST IRON PUSHER/TAG BRAKE DRUMS			N/C
442-016	PUSHER/TAG OIL SEALS			N/C
444-001	VENTED PUSHER/TAG HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			N/C
445-075	HALDEX LONGSTROKE PUSHER/TAG AXLE SERVICE CHAMBERS			N/C
458-003	HALDEX AUTOMATIC PUSHER/TAG SLACK ADJUSTERS			N/C

Prepared for:
Randall Ellswick
City of Columbia, SC
1136 Washington Street
Columbia, SC 29201
Phone: 803-545-3470

Prepared by:
David Shealy
SHEALY WESTERN STAR
1340 BLUFF RD.
COLUMBIA, SC 29201
Phone: 803-771-0176

Data Code	Description	Weight Front	Weight Rear	Retail Price
626-1E0	HENDRICKSON SC13 COMPOSILITE 13,200# STEERABLE AIR LIFT PUSHER SUSPENSION			N/C
627-005	51 INCH AXLE SPACING PUSHER/TAG			N/C
Brake System				
490-100	WABCO 4S/4M ABS			STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
432-014	(2) RELAY VALVES; ONE 5-8 PSI FOR TANDEM AXLE AND ONE 3-4.5 PSI CRACK FOR PUSHER/TAG			N/C
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			STD
479-015	AIR DRYER FRAME MOUNTED			STD
460-001	STEEL AIR BRAKE RESERVOIRS			STD
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS			STD
Trailer Connections				
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS			N/C
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION			N/C
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME			N/C
1AZ-998	NO TRAILER RECEPTACLE BRACKET			STD
Wheelbase & Frame				
545-527	5275MM (208 INCH) WHEELBASE			N/C
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	360	-130	\$513.00
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	153	374	\$1,005.00
552-030	1600MM (63 INCH) REAR FRAME OVERHANG			STD
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH			N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 144.37 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 141.37 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 300.79			
ZF1-99D	FRAME HEIGHT TOP FRONT UNLADEN : 42.59 in			



Prepared for:
 Randall Ellswick
 City of Columbia, SC
 1136 Washington Street
 Columbia, SC 29201
 Phone: 803-545-3470

Prepared by:
 David Shealy
 SHEALY WESTERN STAR
 1340 BLUFF RD.
 COLUMBIA, SC 29201
 Phone: 803-771-0176

Data Code	Description	Weight Front	Weight Rear	Retail Price
ZF2-99D	FRAME HEIGHT TOP FRONT LADEN : 39.4 in			
ZF3-99D	FRAME HEIGHT TOP REAR UNLADEN : 43.84 in			
ZF4-99D	FRAME HEIGHT TOP REAR LADEN : 41.29 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 6.93 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 146.98 in			N/C
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 144.69 in			
553-001	SQUARE END OF FRAME			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER			N/C
568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER			STD

Chassis Equipment

556-1E7	14 INCH PAINTED STEEL SEVERE DUTY BUMPER	130	-15	\$322.00
558-033	REMOVABLE FRONT TOW HOOKS STORED ON THE CHASSIS FRAME	25		\$128.00
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
586-015	FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
44Z-002	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE			STD

Fuel Tanks

204-154	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	10		\$171.00
218-006	25 INCH DIAMETER FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD



Prepared for:
Randall Ellswick
City of Columbia, SC
1136 Washington Street
Columbia, SC 29201
Phone: 803-545-3470

Prepared by:
David Shealy
SHEALY WESTERN STAR
1340 BLUFF RD.
COLUMBIA, SC 29201
Phone: 803-771-0176

Data Code	Description	Weight Front	Weight Rear	Retail Price
221-001	FUEL COOLER			\$163.00
Tires				
093-1VM	MICHELIN X LINE ENERGY Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	50		\$286.00
094-0GK	MICHELIN XDN2 11R22.5 14 PLY RADIAL REAR TIRES		152	(\$152.00)
095-0BN	MICHELIN XZE 255/70R22.5 16 PLY RADIAL PUSHER/TAG TIRES		-34	\$1,128.00
Hubs				
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
449-060	CONMET PRESET PLUS PREMIUM IRON PUSHER/TAG HUBS			N/C
Wheels				
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66		STD
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		104	STD
509-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC PUSHER/TAG WHEELS		26	\$390.00
50T-998	NO FRONT AXLE WHEEL/HUB COVER			STD
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD
498-019	ALLIGATOR/V2B DUAL SEAL INFLATOR CAPS, FRONT AND REAR			\$37.00
Cab Exterior				
829-1A8	110 INCH BBC STEEL CONVENTIONAL CAB			STD
82A-023	WESTERN STAR PAINTED ALUMINUM CAB SKIRT			STD
650-044	AIR CAB MOUNTS WITH CHECK VALVE			STD
705-059	RACEWAY WITHOUT MISCELLANEOUS CUSTOM CAB REQUIREMENTS			\$95.00
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
667-001	FRONT FENDERS			STD
754-001	2 INCH FENDER EXTENSIONS	5		\$147.00
678-034	LH AND RH EXTERIOR GRAB HANDLES WITH RUBBER INSERTS AND RH INTERIOR GRAB HANDLE MOUNTED TO A POST			STD
646-008	STATIONARY BRIGHT FINISH GRILLE			STD

Prepared for:
 Randall Ellswick
 City of Columbia, SC
 1136 Washington Street
 Columbia, SC 29201
 Phone: 803-545-3470

Prepared by:
 David Shealy
 SHEALY WESTERN STAR
 1340 BLUFF RD.
 COLUMBIA, SC 29201
 Phone: 803-771-0176

Data Code	Description	Weight Front	Weight Rear	Retail Price
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE			STD
640-008	GALVANEALD STEEL SEVERE SERVICE CAB			STD
644-004	FIBERGLASS HOOD			STD
690-002	TUNNEL/FIREWALL LINER			\$37.00
727-012	DUAL HADLEY SD-978 26 INCH RECTANGULAR AIR HORNS			STD
726-001	SINGLE ELECTRIC HORN			STD
728-002	DUAL HORN SHIELDS			STD
657-1B9	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER D386			\$43.00
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-031	SINGLE RECTANGULAR H4 HALOGEN HEADLIGHTS WITH BRIGHT BEZELS			STD
302-022	LED MARKER LAMPS			\$91.00
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-008	DUAL WEST COAST STAINLESS STEEL HEATED MIRRORS			\$46.00
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-1AC	LH AND RH 8 INCH STAINLESS STEEL CONVEX MIRRORS MOUNTED BELOW PRIMARY MIRRORS			STD
74A-001	RH DOWN VIEW MIRROR			STD
729-001	STANDARD SIDE/REAR REFLECTORS			STD
677-053	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH STEEL SHIELDING			N/C
764-001	FIBERGLASS EXTERIOR SUN VISOR	24		\$274.00
768-046	17.5X35 INCH TINTED REAR WINDOW			STD
661-006	TINTED DOOR GLASS			STD
654-003	MANUAL DOOR WINDOW REGULATORS			STD
663-002	2-PIECE ROPED-IN WINDSHIELD GASKET MOUNTED			STD
659-026	2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, MOUNTED UNDER CAB, WITH REMOTE FILL			STD

Cab Interior

707-1D0	GRAY VINYL BASE INTERIOR	STD
70K-005	BLACK HARD TRIM	STD
706-049	BASE LEFT HAND DOOR TRIM	STD
708-049	BASE RIGHT HAND DOOR TRIM	STD
772-006	BLACK MATS WITH SINGLE INSULATION	STD

Application Version 11.2.313
 Data Version PRL-23T.009
 4th unit City of Columbia 2020



03/25/2020 1:43 PM

Page 13 of 20

Attachment: R202365 - Quote - Dump Trucks (5879 : Replacement Dump Truck for Streets Division)

Prepared for:
 Randall Ellswick
 City of Columbia, SC
 1136 Washington Street
 Columbia, SC 29201
 Phone: 803-545-3470

Prepared by:
 David Shealy
 SHEALY WESTERN STAR
 1340 BLUFF RD.
 COLUMBIA, SC 29201
 Phone: 803-771-0176

Data Code	Description	Weight Front	Weight Rear	Retail Price
785-007	DASH MOUNTED ASH TRAY AND LIGHTER, DRIVER SIDE			STD
691-001	FORWARD ROOF MOUNTED CONSOLE			STD
697-012	14"X7.75" DOCUMENT POUCH MOUNTED ON BACK WALL BETWEEN SEATS			\$33.00
693-025	LH AND RH DOOR MAP POCKETS			STD
741-015	(2) COAT HOOKS ON BACKWALL OF CAB			STD
742-032	(1) DOUBLE CUP HOLDER WITH CELL PHONE HOLDER LH OR RH DASH			STD
680-034	TWO-TONE CHARCOAL UPPER/COOL GRAY LOWER SOFT TOUCH WING DASH WITH BLACK DRIVER SIDE COSMETIC UNDER DASH COVER			STD
720-034	2-1/2 LB. FIRE EXTINGUISHER WITH B AND C RATINGS ONLY	5		\$35.00
700-023	HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT TEMPERATURE CONTROL AND COSMETIC COVER			STD
701-016	HVAC DUCTING WITH FOAM MAIN FRESH AIR FILTER			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY			\$4.00
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			STD
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER			STD
702-002	BINARY CONTROL, R-134A			STD
739-001	CAB INSULATION			STD
285-033	AUTOMATIC SELF-RESET CIRCUIT BREAKERS/FUSES IN DASH POWER DISTRIBUTION BOXES AND FUSES IN AUXILIARY POWER DISTRIBUTION BOXES			STD
324-075	DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT AND LH AND RH DOOR MOUNTED COURTESY LIGHTS			STD
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			STD
722-028	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10		\$24.00
756-1DD	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 1 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION AND REAR CUSHION TILT			STD
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT			(\$444.00)



Prepared for:
 Randall Ellswick
 City of Columbia, SC
 1136 Washington Street
 Columbia, SC 29201
 Phone: 803-545-3470

Prepared by:
 David Shealy
 SHEALY WESTERN STAR
 1340 BLUFF RD.
 COLUMBIA, SC 29201
 Phone: 803-771-0176

Data Code	Description	Weight Front	Weight Rear	Retail Price
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8		\$142.00
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER			STD
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER			STD
763-003	3 POINT DRIVER AND PASSENGER SEAT BELT RETRACTORS			STD
532-002	ADJUSTABLE TILT AND TELESOPING STEERING COLUMN			STD
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES			(\$76.00)
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD
Instruments & Controls				
185-002	NON-ADJUSTABLE SUSPENDED PEDALS			STD
106-002	ELECTRONIC FOOT ACCELERATOR			STD
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS			STD
732-053	BLACK VINYL DRIVER INSTRUMENT PANEL			STD
734-021	BLACK VINYL CENTER INSTRUMENT PANEL			STD
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			STD
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS			STD
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-041	ICU4ME DRIVER MESSAGE CENTER WITH GRAPHICAL DISPLAY, BLACK FACE GAUGES, DIAGNOSTICS AND DATA LINKED			STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
845-011	FUEL FILTER RESTRICTION INDICATOR			STD
148-085	EMISSIONS LIMITED IDLE ADJUST			STD
44Y-002	CUSTOMER INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH BLUNT CUTS			\$147.00
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD

Prepared for:
Randall Ellswick
City of Columbia, SC
1136 Washington Street
Columbia, SC 29201
Phone: 803-545-3470

Prepared by:
David Shealy
SHEALY WESTERN STAR
1340 BLUFF RD.
COLUMBIA, SC 29201
Phone: 803-771-0176

Data Code	Description	Weight Front	Weight Rear	Retail Price
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			STD
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER			STD
372-063	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP FOR CUSTOMER INSTALLED PTO	10		\$117.00
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
746-114	AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939	10		\$290.00
747-002	ROOF/OVERHEAD CONSOLE MOUNTED RADIO			N/C
750-004	(4) RADIO SPEAKERS IN CAB			N/C
753-019	AM/FM ANTENNA MOUNTED ON RH FRONT A-PILLAR	2		\$32.00
748-026	POWER AND GROUND WIRING FOR CB RADIO IN OVERHEAD CONSOLE			STD
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION			STD
752-017	MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM			STD
810-042	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITH ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
813-1B4	VT-HU CONNECTIVITY PLATFORM HARDWARE			STD
8D1-002	2 YEARS DETROIT CONNECT BASE PACKAGE (VIRTUAL TECHNICIAN, DETROIT CONNECT PORTAL ACCESS) FOR VT-HU CONNECTIVITY PLATFORM			STD
162-020	IDLE SHUTDOWN OVERRIDE, DDEC 5/6 AMBIENT AIR TEMPERATURE SENSOR			STD
329-002	TWO EXTRA SWITCHES IN DASH			\$123.00
4C1-022	HARDWIRE SWITCH #1, ON/OFF LATCHING, 20 AMPS IGNITION WIRED TO BACK OF CAB			N/C
4C2-023	HARDWIRE SWITCH #2, ON/OFF LATCHING, 20 AMPS IGNITION WIRED TO BACK OF CAB			N/C
482-001	BW TRACTOR PROTECTION VALVE			N/C
883-001	TRAILER HAND CONTROL BRAKE VALVE			N/C
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD



Prepared for:
 Randall Ellswick
 City of Columbia, SC
 1136 Washington Street
 Columbia, SC 29201
 Phone: 803-545-3470

Prepared by:
 David Shealy
 SHEALY WESTERN STAR
 1340 BLUFF RD.
 COLUMBIA, SC 29201
 Phone: 803-771-0176

Data Code	Description	Weight Front	Weight Rear	Retail Price
304-043	CAB/TRAILER MARKER LIGHT SWITCH WITH SEPARATE HEADLIGHT SWITCH WITH HEADLIGHT/MARKER LIGHT INTERRUPTER SWITCHES ON STEERING WHEEL			STD
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			N/C
299-040	MANUAL TURN SIGNAL SWITCH, HEADLAMP HIGH/LOW AND FLASH, WASH/WIPE/INTERMITTENT			STD
298-036	PACIFIC INSIGHT ELECTRONIC FLASHER			STD
Design				
065-000	PAINT: ONE SOLID COLOR			STD
Color				
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY			STD
96J-001	CAB INTERIOR PAINTED SAME AS CAB COLOR			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
96E-972	POWDER WHITE (N0006EA) PUSHER/TAG WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			N/C
964-993	BUMPER PAINTED SAME AS CHASSIS			STD
976-995	SUNVISOR PAINTED SAME AS CAB COLOR A			N/C
Certification / Compliance				
N	996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		STD
Secondary Factory Options				
	998-001	CORPORATE PDI CENTER IN-SERVICE ONLY		N/C
	95M-998	NO CUSTOMER FURNISHED MATERIAL SPECIFIED		STD
	999-014	DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE		N/C
Raw Performance Data				
	AE4-99D	CALC'D FRAME LENGTH - OVERALL : 300.79		
	AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 141.37 in		
	AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 144.69 in		



Prepared for:
 Randall Ellswick
 City of Columbia, SC
 1136 Washington Street
 Columbia, SC 29201
 Phone: 803-545-3470

Prepared by:
 David Shealy
 SHEALY WESTERN STAR
 1340 BLUFF RD.
 COLUMBIA, SC 29201
 Phone: 803-771-0176

Data Code	Description	Weight Front	Weight Rear	Retail Price
Sales Programs				
NO SALES PROGRAMS HAVE BEEN SELECTED				

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** \$221,384.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	10688 lbs	8817 lbs	19505 lbs
Total Weight ⁺	10688 lbs	8817 lbs	19505 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

RD1-002	2 YEARS DETROIT CONNECT BASE PACKAGE (VIRTUAL TECHNICIAN, DETROIT CONNECT PORTAL ACCESS)	N/C
P73-2WS	STANDARD DESTINATION CHARGE	\$2,200.00

Extended Warranty

WAD-062	COOLING: HD MODERATE 5 YEARS/200,000 MILES/322,000 KM EXTENDED COVERAGE FEX APPLIES	\$630.00
WAK-140	ALLISON 4500 RDS SERIES TRANSMISSION EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILES FEX	\$936.00

Currency Exchange Rate	1.0000
Total Extended Warranty (Local Currency)	\$1,566.00

Application Version 11.2.313
 Data Version PRL-23T.009
 4th unit City of Columbia 2020



03/25/2020 1:43 PM

Page 18 of 20

Attachment: R202365 - Quote - Dump Trucks (5879 : Replacement Dump Truck for Streets Division)

Prepared for:
Randall Ellswick
City of Columbia, SC
1136 Washington Street
Columbia, SC 29201
Phone: 803-545-3470

Prepared by:
David Shealy
SHEALY WESTERN STAR
1340 BLUFF RD.
COLUMBIA, SC 29201
Phone: 803-771-0176

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

Attachment: R202365 - Quote - Dump Trucks (5879 : Replacement Dump Truck for Streets Division)



Prepared for:
 Randall Ellswick
 City of Columbia, SC
 1136 Washington Street
 Columbia, SC 29201
 Phone: 803-545-3470

Prepared by:
 David Shealy
 SHEALY WESTERN STAR
 1340 BLUFF RD.
 COLUMBIA, SC 29201
 Phone: 803-771-0176

SPEC'D ALTERNATIVES

SCDOT Contract number #440002251079K GVWR Western Star 4700SB

Awarded bid price-----	\$136,404.00
SCDOT contract #4400019822 R&S Godwin 16' dump body-----	\$ 31,975.00
Credit for snow plow equipment not required on this unit-----	(\$ 8,218.00)
Total delivered price to City of Columbia, SC-----	\$160,161.00

Attachment: R202365 - Quote - Dump Trucks (5879 : Replacement Dump Truck for Streets Division)

LEE TRANSPORT EQUIPMENT INC.

8.a

Custom Quotation For:

P.O. BOX 26, 1300 BLUFF R.D.

COLUMBIA, SOUTH CAROLINA 29202

PHONE# 803-799-7860 FAX 803-765-0535

TRUCK BODIES AND TRUCK EQUIPMENT

Quote # GS-03252020-C

Date: 3/25/2020

Phone #

Fax#

PRICING:

City of Columbia

Personal Contact:

David Knoche

(South Carolina State Contract for Dump Bodies Number #4400019822)

Furnish and install R&S Godwin 16' Dump Body to City of Columbia Specifications to Include:

1/4" AR-450 Hardox floor, 3/16" AR-450 sides and tailgate with 3/16" high tensile front.

(R&S Godwin Dump model CS16048,16' long X 48" high sides)

24" Cab shield with wind deflector

2"X 8" Steel side boards installed and painted blue.

3-Panel standard straight, air tailgate.

Asphalt apron bolt on style with 30 degree angle.

Mountain Tarp, electric tarp system with bent arms and asphalt tarp installed with tensioner.

4- Corner LED strobe light system installed in rear corner post of body and in truck grill.

EZ Step access installed on curb side with 3-inside steps inside of the body.

Anti spray mud flaps installed on rear of body and in front of drop axle.

Hyva Hoist system installed with hoist stabilizer to City of Columbia specifications.

PH-90 Pintle Hitch set at 26" height, electric brake controller, 7-way plug and back up alarm.

Custom console installed to City of Columbia specifications.

Central grease line system installed (street side rear of body).

FMVSS Safety kit shipped loose.

Painted customer specified color (City of Columbia Blue).

\$ 31,975.00

Note: There is no air lift axle priced on this quote.

Note: Dump body and equipment completely installed to City of Columbia specifications.

Price good for 30 days.

Tax not included.

Insurance: Customers chassis covered with primary coverage insurance while

in the care and the custody of L.T.E. Product Liability insurance carried.

Chassis: Tandem Chassis c/T 136" Paint:

Other Data:

Price: \$ 31,975.00

Special Discount: \$ -

Net Price: \$ 31,975.00

Local Option Tax: \$ -

State Sales Tax:

Total Price: \$ 31,975.00

Tax Exempt No

Terms:

Delivery Date:

Accepted By

Date:

By:

Lee Transport Equipment, Inc.

Greg L Stowers

Attachment: R202365 - Quote - Dump Trucks (5879 : Replacement Dump Truck for Streets Division)

Michael Speakmon, Procurement Manager
 Phone: (803)737-9816
 Email: mspeakmon@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 10
 Date: 11/1/2019

CC-9: Cab/Chassis, 79,000 GVWR, Dump Truck (Diesel)

Contract Number: **4400022510**

Contractor: **Shealys Incorporated**

Initial Contract Term: 11/1/2019 - 10/31/2020

Address: 1340 Bluff Road, Columbia SC 29201

Contract Rollover Dates: TBD - TBD

Vendor #: 7000266055

Order Cutoff Date: TBD

Contact: **Steve Gardner**

Model: **Western Star 4700 SB**

Email: sgardner@shealytruck.com

Commodity Code: 07210

Telephone: **803-771-0176**

Delivery Days ARO: 90

Fax: **803-771-4879**

BASE PRICE \$136,404.00

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

Body Installation Fee	Standard
Factory Installed PTO-Front	\$2,145.00
Factory Installed PTO-Left	\$1,485.00
Operator Training	\$100.00
Repair Technician Training	\$100.00
Snow Plow Prep Package	\$795.00

Optional Deductions

Vehicle Delivery Fee	\$50.00
----------------------	---------

Delivery Information

Distance from Dealership to SFM Delivery Point	1
Delivery price per mile in excess of the miles above	\$3.00

[Return to Index](#)

Attachment: 4400022510 - Cab Chassis (5879 : Replacement Dump Truck for Streets Division)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.s.gov
 Phone: 803-737-9816

Materials Management Office
 1201 Main St., Ste 600
 Columbia, SC 29201

Page: 5
 Date: 11/01/2018

Lot 2—Platform Bodies

CONTRACT NUMBER: 4400019820

TERMS: Net 30 Days

DELIVERY: 30 Days ARO

NOTE: THE 8' – 14' FLAT BEDS SHALL HAVE DOT BULKHEADS W/ VISIBILITY OPENING.
 ALL BODIES WILL HAVE RECESSED LIGHTING.

***OPTION:** THE STAKES SHALL BE REMOVABLE, FORMED STEEL (MIN. 2 PIECE); SLATS
 SHALL BE 4 ROWS, CONSTRUCTED OF CORRUGATED OR FORMED STEEL.

Platform Body – 8 Ft.

(For SRW or DRW Truck With 56" Cab-To-Axle)

		Unit Price
Body, Platform, 8 Ft.		\$1,827.00
Vendor Product Number	PVMXS-83C	
INSTALLATION OF BODY AND HOIST SYSTEMS	Add:	\$420.00
HOIST SYSTEM - TO CONVERT TO PLATFORM DUMP BODY	Add:	\$2,100.00
40" HIGH STAKE SIDES & REARS	Add:	\$1,000.00
TOOL BOX, UNDER BODY, 36" X 18" X 18", WITH INSTALLATION	Add:	\$425.00

Platform Body – 9 Ft.

(For SRW or DRW Truck With 60" Cab-To-Axle)

		Unit Price
Body, Platform, 9 Ft.		\$2,227.00
Vendor Product Number	PVMXS-93C	
INSTALLATION OF BODY AND HOIST SYSTEMS	Add:	\$985.00
HOIST SYSTEM - TO CONVERT TO PLATFORM DUMP BODY	Add:	\$2,485.00
40" HIGH STAKE SIDES & REARS	Add:	\$1,300.00
TOOL BOX, UNDER BODY, 36" X 18" X 18", WITH INSTALLATION	Add:	\$425.00

Attachment: 4400019820 - Dump Body (5879 : Replacement Dump Truck for Streets Division)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.s.gov
 Phone: 803-737-9816

Materials Management Office
 1201 Main St., Ste 600
 Columbia, SC 29201

Page: 6
 Date: 11/01/2018

Platform Body – 12 Ft.

(For DRW Truck With 84" Cab-To-Axle)

		Unit Price
Body, Platform, 12 Ft.		\$2,420.00
Vendor Product Number	PVMXS-123C	
INSTALLATION OF BODY AND HOIST SYSTEMS	Add:	\$1,200.00
HOIST SYSTEM - TO CONVERT TO PLATFORM DUMP BODY	Add:	\$2,485.00
40" HIGH STAKE SIDES & REARS	Add:	\$1,600.00
TOOL BOX, UNDER BODY, 36" X 18" X 18", WITH INSTALLATION	Add:	\$425.00

Platform Body – 12 Ft. Heavy Duty

(For DRW Truck With 84" Cab-To-Axle)

Body, Platform, 12 Ft. Heavy Duty		\$2,650.00
Vendor Product Number	PVMXS-123C	
INSTALLATION OF BODY AND HOIST SYSTEMS	Add:	\$1,200.00
HOIST SYSTEM - TO CONVERT TO PLATFORM DUMP BODY	Add:	\$2,485.00
40" HIGH STAKE SIDES & REARS	Add:	\$1,600.00
TOOL BOX, UNDER BODY, 36" X 18" X 18", WITH INSTALLATION	Add:	\$425.00

Platform Body – 14 Ft. Heavy Duty

(For DRW Truck With 108" Cab-To-Axle)

Body, Platform, 14 Ft. Heavy Duty		\$2,771.00
Vendor Product Number	PVMXS-143C	
INSTALLATION OF BODY AND HOIST SYSTEMS	Add:	\$1,285.00
HOIST SYSTEM - TO CONVERT TO PLATFORM DUMP BODY	Add:	\$2,485.00
40" HIGH STAKE SIDES & REARS	Add:	\$1,700.00
TOOL BOX, UNDER BODY, 36" X 18" X 18", WITH INSTALLATION	Add:	\$425.00

Attachment: 4400019820 - Dump Body (5879 : Replacement Dump Truck for Streets Division)

Michael Speakmon, Procurement Manager
 Email: mspeakmon@mmo.s.gov
 Phone: 803-737-9816

Materials Management Office
 1201 Main St., Ste 600
 Columbia, SC 29201

Page: 7
 Date: 11/01/2018

Platform Dump Body – 14 Ft.
 (For DRW Truck With 108" Cab-To-Axle)

		Unit Price
Body, Platform Dump, 14 Ft.		\$7,985.00
Vendor Product Number	LTE14/HD	
INSTALLATION OF BODY AND HOIST SYSTEMS	Add:	\$2,785.00
40" HIGH STAKE SIDES & REARS	Add:	\$1,700.00
TOOL BOX, UNDER BODY, 36" X 18" X 18", WITH INSTALLATION	Add:	\$425.00

NOTE: THE 8' – 14' FLAT BEDS SHALL HAVE DOT BULKHEADS W/ VISIBILITY OPENING. ALL BODIES WILL HAVE RECESSED LIGHTING.

***OPTION:** THE STAKES SHALL BE REMOVABLE, FORMED STEEL (MIN. 2 PIECE); SLATS SHALL BE 4 ROWS, CONSTRUCTED OF CORRUGATED OR FORMED STEEL.

Attachment: 4400019820 - Dump Body (5879 : Replacement Dump Truck for Streets Division)



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: City Clerk

FROM: Erika Hammond, City Clerk

SUBJECT: Council is asked to approve the Capital Replacement Vehicle Purchases, as requested by the Fleet Services Division. Award to various vendors listed in the chart for a total amount of \$811,691.19.

REQUISITION NO.: R201709, R201267, R202070, R201711, R200754

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement-Auto, Trucks,Hvy Equip-Capital; 6308972-658500. The original budgeted amount is \$811,691.19.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Capital Replacement Vehicle Purchase Requests	Vendor	Location	Total Amount
Refuse Truck for Parks and Recreation	Carolina International Trucks, Inc.	Columbia, SC	\$91,324.00
Four Dump Trucks with 16ft. Refuse Collection Body for Solid Waste	Carolina International Trucks, Inc.	Columbia, SC	\$365,296.00
2020 Isuzu 10 Yard Refuse Truck for Solid Waste	Shealy Truck Center	Columbia, SC	\$141,114.26
Four Chevrolet Malibus for Parks and Recreation	Love Chevrolet	Columbia, SC	\$72,712.00
Two Ford Expeditions and one Ford F150 for Columbia Fire Department	Vic Bailey Ford	Spartanburg, SC	\$141,244.93

We respectfully request Council's approval for this purchase using the purchasing Contracts and Vendors, at the following cost with sales tax.

Capital Replacement Vehicle Purchase Requests	Requisition Number	Purchasing Contract	Vendor	Location	Vehicle Purchase Total	Outfitting Costs	Total Amount
Refuse Truck for Parks and Recreation	R201709	SC State Contract #4400019807 & 4400019820	Carolina International Trucks, Inc.	Columbia, SC	\$91,324.00	Decals Only	\$91,324.00
Four Dump Trucks with 16ft. Refuse Collection Body for Solid Waste	R201267	SC State Contract #4400019807 & 4400019820	Carolina International Trucks, Inc.	Columbia, SC	\$365,296.00	Decals Only	\$365,296.00
2020 Isuzu 10 Yard Refuse Truck for Solid Waste	R202070	Sourcewell Cooperative Contract	Shealy Truck Center	Columbia, SC	\$141,114.26	Decals Only	\$141,114.26
Four White Chevrolet Malibu's for Parks and Recreation	R201711	SC State Contract #4400019850	Love Chevrolet	Columbia, SC	\$72,712.00	Decals Only	\$72,712.00
Two Ford Expeditions and One Ford F150 for Columbia Fire Department	R200754	SC State Contract #4400022512 & 4400020086	Vic Bailey Ford	Spartanburg, SC	\$109,010.00	\$32,234.93	\$141,244.93

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

Item (9) When purchasing through state contracts.

Item (10) When purchasing through cooperative contracts.

ATTACHMENTS:

- Refuse Truck (PDF)
- State Contract# 4400019807_4400019820_Trash Truck w Dump Bodies (PDF)
- Fire F150 & Expedition (PDF)
- 2020 Malibu (PDF)
- 10yd Refuse Truck (PDF)

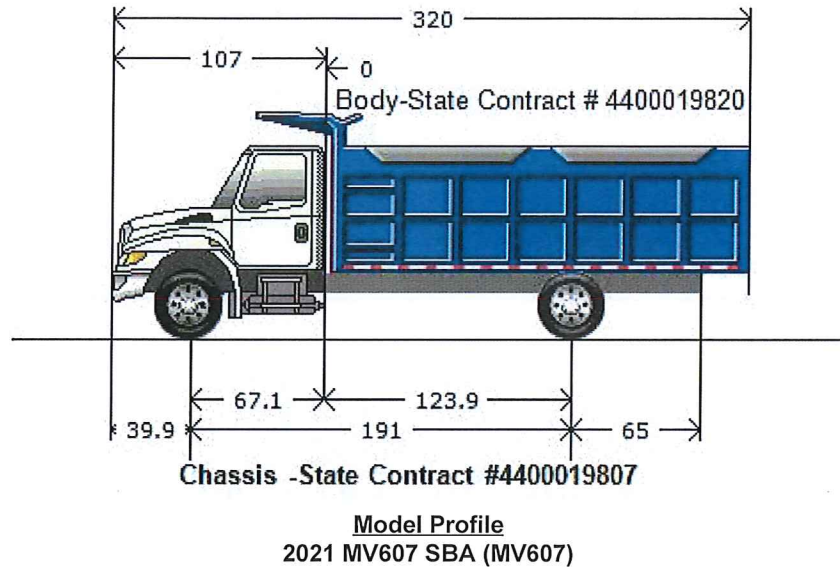
INTERNATIONAL®

April 15, 2020

Prepared For:
CITY OF COLUMBIA
Kimberly Brown
1136 Washington St. Fl. 4
Columbia, SC 29201-3224
(803)545 - 3476
Reference ID: N/A

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

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



AXLE CONFIG:	4X2
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 25500. Calc. GVWR: 25500 Calc. Start / Grade Ability: 30.51% / 1.99% @ 55 MPH Calc. Geared Speed: 93.8 MPH
DIMENSION:	Wheelbase: 191.00, CA: 123.90, Axle to Frame: 65.00
ENGINE, DIESEL:	{Cummins B6.7 300} EPA 2017, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 2500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-08-153B} I-Beam Type, 8,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer 17060S} Single Reduction, 17,500-lb Capacity, 190 Wheel Ends Gear Ratio: 5.29
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	18,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WP Location 1: 9219, Winter White (Std) Chassis schematic N/A

Attachment: Refuse Truck (5984 : Capital Replacement Vehicle Purchase Requests)

<u>Code</u>	<u>Description</u>
MV60700	Base Chassis, Model MV607 SBA with 191.00 Wheelbase, 123.90 CA, and 65.00 Axle to Frame.
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CAD	FRAME RAILS High Strength Low Alloy Steel (80,000 PSI Yield); 10.250" x 3.092" x 0.375" (260.4mm x 78.5mm x 9.5mm); 455.0" (11557mm) Maximum OAL
1LLD	BUMPER, FRONT Contoured, Steel
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)
2ATK	AXLE, FRONT NON-DRIVING {Meritor MFS-08-153B} I-Beam Type, 8,000-lb Capacity
3770	SPRINGS, FRONT AUXILIARY Rubber
3ADA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 8,000-lb Capacity, with Shock Absorbers
	<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4ESX	BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqIn
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4JCG	BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PRG	STEERING GEAR {TRW (Ross) TAS40} Power
6DGA	DRIVELINE SYSTEM {Dana Spicer} SPL100, for 4x2/6x2
7BEU	AFTERTREATMENT COVER Aluminum
7BKP	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment

<u>Code</u>	<u>Description</u>
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8541	HORN, ELECTRIC (2) Disc Style
8GXD	ALTERNATOR {Leece-Neville AV160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch
8TPR	STOP, TURN, TAIL & B/U LIGHTS {Weldon} Multi-Function LED Lamp, Mounted Outside Rails, Includes LED License Plate Light
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8WPB	HEADLIGHTS Halogen, Composite Aero Design, with Daytime Running Lights
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAD	GRILLE Chrome

<u>Code</u>	<u>Description</u>
9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction
10021	CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Single Frame Rails
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WP"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WUE	MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12EKA	ENGINE, DIESEL {Cummins B6.7 300} EPA 2017, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)
12EMZ	VENDOR WARRANTY, ENGINE {Cummins} B6.7 Engine, 3-Year Unlimited Miles Standard Warranty
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon
12UYE	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, with 313 SqIn Charge Air Cooler. with In-Tank Transmission Cooler
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBR	AIR CLEANER with Service Protection Element
12VHH	FEDERAL EMISSIONS {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2020
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines
13ATH	TRANSMISSION, AUTOMATIC {Allison 2500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max
13WLN	TRANSMISSION OIL Synthetic; 20 thru 28 Pints
13WVS	TRANSMISSION SHIFT CONTROL T-Handle
13WWV	NEUTRAL AT STOP OMIT
13WYY	SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, Performance Programming
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14AGE	AXLE, REAR, SINGLE {Dana Spicer 17060S} Single Reduction, 17,500-lb Capacity, 190 Wheel Ends . Gear Ratio: 5.29

Attachment: Refuse Truck (5984 : Capital Replacement Vehicle Purchase Requests)

<u>Code</u>	<u>Description</u>
14VAD	SUSPENSION, REAR, SINGLE 18,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
15924	FUEL TANK STRAPS Bright Finish Stainless Steel
15BAA	DEF TANK COVER Stainless Steel
15LMR	FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor
15LMU	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 8" Back of Cab
15SRE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
	<u>Includes</u> : CLEARANCE/MARKER LIGHTS (5) Flush Mounted
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16LJS	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Angle Adjust, Dual Shocks
16SED	GRAB HANDLE, EXTERIOR (2) Black, Aluminum, for Cab Entry Mounted Left and Right Side at B-Pillar
16SMH	SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment
16SNP	MIRRORS (2) C-Loop, Power Adjust, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16VCC	SEAT BELT All Orange; 1 to 3
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLM	CAB REAR SUSPENSION Rubber Suspension, for Low Cab Height
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16XJN	INSTRUMENT PANEL Flat Panel

<u>Code</u>	<u>Description</u>
16XTK	ACCESS, CAB Bright Aluminum, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab or Extended Cab
27DTU	WHEELS, FRONT {Accuride 29001} DISC; 22.5x7.50 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DTJ	WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
29580	WHEEL SEALS, FRONT {International} Oil-Lubricated Wheel Bearings
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint
7372135415	(2) TIRE, FRONT 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
7372135423	(4) TIRE, REAR 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

Services Section:

40129	WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A
40LKS	SRV CONTRACT, EXT STARTER/ALT {Navistar Prepackaged Components} Covers Starter and Alternator Only, To 60-Month/200,000 Miles (320,000 km)
40SYT	SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/200,000 Miles (320,000 km), Extended Cummins B6.7 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)
6	Lee Transport 16'Flatbed Dump Body as per City of Columbia Specifications. State Contract #4400019820

Back-up Camera

DeAna Reed-Sharpe, Procurement Manager
 Phone: (803)896-6389
 Email: drsharpe@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 6
 Date: 11/1/2019

CC-5: Cab/Chassis, 22,000 GVWR, Diesel Engine

<u>Contract Number:</u>	4400019807	<u>Contractor:</u>	Carolina International Trucks, Inc.
<u>Initial Contract Term:</u>	11/2/2018 - 10/31/2019	<u>Address:</u>	1619 Bluff Rd., Columbia, SC 29201
<u>Contract Rollover Dates:</u>	11/1/2019 - 10/31/2020	<u>Vendor #:</u>	7000083474
<u>Order Cutoff Date:</u>	TBD	<u>Contact:</u>	Steve Wiser
<u>Model:</u>	International MV-607	<u>Email:</u>	<u>swiser@carolinainternational.com</u>
<u>Commodity Code:</u>	07210	<u>Telephone:</u>	803-251-7293
<u>Delivery Days ARO:</u>	120-150	<u>Fax:</u>	N/A

BASE PRICE \$67,223.00

Optional Additions

Body Installation Fee	\$200.00
C/A 102" - Increase CA to 102"	No Charge
C/A 120" - Increase to CA to 120"	No Charge
C/A 138" - Increase to 138"	\$200.00
Full Air Brakes	\$1,204.00

Optional Deductions

Auxiliary Power Connection	\$135.00
Auxiliary Rear Springs	\$38.00
Pintle Hook Assembly	\$785.00

Return to Index

67223.00
 1604.00 additions
 21997.00 Lee Transport Body per State Contract
 500.00 Tax

 91,324.00

Attachment: Refuse Truck (5984 : Capital Replacement Vehicle Purchase Requests)

INTERNATIONAL®

Financial Summary
2021 MV607 SBA (MV607)

April 15, 2020

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$109,456.00	
Service Items	\$4,440.00	
Total Factory List Price Including Options:		\$113,896.00
Total Goods Purchased:		\$960.00
ADDS	\$0.00	
Body Install Fee \$200		
Total Preparation And Delivery:		\$0.00
Freight	\$2,200.00	
Total Freight:		\$2,200.00
Total Factory List Price Including Freight:		\$117,056.00
Less Customer Allowance:		(\$48,229.00)
Total Vehicle Price:		\$68,827.00
Total Body/Allied Equipment:		\$21,997.00
Total Sale Price:		\$90,824.00
Total Per Vehicle Sales Price:		\$90,824.00
Total Net Sales Excluding Taxes:		\$90,824.00
IMF- Sales Tax	\$500.00	
Total Taxes:		\$500.00
Net Sales Price:		\$91,324.00

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

Approved by Seller:

Accepted by Purchaser:

 Official Title and Date

 Firm or Business Name

 Authorized Signature

 Authorized Signature and Date

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

 Official Title and Date

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

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

Attachment: Refuse Truck (5984 : Capital Replacement Vehicle Purchase Requests)



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

4/30/2020

Quote ID HD – 1216BR

Ms. Elizabeth Marsh

City of Columbia
1800 Main Street, 2nd Floor
Columbia, SC 29201

Dear Elizabeth Marsh,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2020 Isuzu FTR, MT1 152", 25,950# GVWR, White, FTR Low Pro Model with Tomcat 10 Yard Refuse Body,) Provided by Mr. Steve Gardner with Shealy Truck Center each for:

	One Unit (1)
Sub Total	\$ 140,614.26
Tax (0.00%)	\$ 00.00
Total	\$ 140,614.26

This vehicle(s) is available under the **Sourcewell (Formerly known as NJPA) Contract Number 081716-NAF**. Please reference this Contract Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

HD@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497



Shealy Truck Center

☐ P.O. Box 12027
 Columbia, SC 29211
 (800) 951-8580
 FX: (803) 771-4879

☐ P.O. Box 940
 SC 29334
 4914
 (864) 968-1171

Duncan,
 (800) 951-
 FX:



Purchase Order

Order No. CoCFTR10YD**NEW**Date: May 5, 2020

Shealy Truck Center
 "Quality Without Compromise"

The undersigned purchaser hereby offers to purchase from you, the Seller, for the state price, the truck(s) described below.

SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE FACE AND REVERSE SIDE HEREOF:

<u>DESCRIPTION</u>					<u>UNIT PRICE:</u>
QTY.	YEAR	MAKE	MODEL	TRUCK SERIAL #	
1	2020	Isuzu	FTR	TBD	\$ 66,429.94

(INCLUDING FRET IF NEW)

SPECIAL EQUIPMENT (INCLUDING FRET IF NEW)

Body - Tomcat 10 yard refuse body	\$ 72,218.32
Body Swap/Installation Fee	\$ 0.00
Extended Warranty (Gas 5yr/125k or Diesel 5yr/200k) Allison & Dana 5 yr included	\$ 1,966.00
Sourcwell partnership No. 081716	\$ 0.00
SC Sales Tax not collected by Shealy Truck Center:Dealer transfer via Sourcwell	\$ 0.00

DELIVERY TO BE MADE AT THE FOLLOWING ADDRESS:**APPROXIMATE DELIVERY DATE:****TRADE IN:**

MAKE	MODEL	VIN	AMOUNT
			\$
			\$

TOTAL : \$ 140,614.26

STATE TAX \$ 0.00

FREIGHT AND HANDLING 0.00

TRADE-IN \$ 0.00

DEPOSIT \$ 0.00

FINAL TOTAL \$ 140,614.26

COMPANY NAME

Steven Gardner

(Sales Representative)

(General Manager)

Warranties .THE DISTRUBUTOR AND THE MANUFACTURER MAKE NO WARRANTIES AS TO SAID VEHICLES(S). EXPRESS OR IMPLIED BY LAW, EXCEPT THE MANUFACTURER'S STANDARD VEHICLE WARRANTY, A COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER AND WHICH IS INCORPORATED HEREIN BY REFERENCE. THE DISTRIBUTOR AND THE MANUFACTURERE SPECIFICALLY DISCLAMAND IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABLITIY FOR CONSEQUENTIAL DAMAGES.

UNLESS OTHERWISE STATED, THIS VEHICLE IS SOLD AS IS WITH NO WARRANTY EITHER EXPRESSED OR IMPLIED.

CUSTOMER SIGNATURE

DATE

Terms and Conditions

ACCEPTANCE BY DISTRIBUTOR. Once the Purchase Order is executed by Purchaser and tendered for acceptance by Distributor, it will be binding only upon the execution hereof by Distributor

FINANCING THROUGH DISTRIBUTOR. In the event that Distributor provides financing to Purchaser or arranges for financing, purchaser acknowledges that this Purchase Order shall constitute the sole agreement between the parties with respect to the vehicle(s) purchased and the terms and conditions of sale. The {total} of the repayment of any financing shall be included within the documents to be executed in connection with such financing and are not made a part of this Purchase Order except as specifically stated therein.

WARRANTY BY PURCHASER. In the event that Purchaser has traded in one or more vehicles in connection with this purchase, Purchaser warrants that such vehicles are free and clear of all liens and/or encumbrances of any nature whatsoever and that Purchaser has good and marketable title to the vehicle(s) at the time of delivery thereof to distributor. Such vehicle(s) is to be delivered to the Distributor in the same condition and appearance in which it was when first inspected by the distributor or its agents or employees. The Distributor, upon the tender of delivery of such trade-in vehicle(s), shall have the right once again to inspect such vehicle(s), and the distributor shall be the sole judge as to its condition, with the right to accept or reject said trade-in vehicle(s) at its option. If such trade-in vehicle(s) is not in a condition and appearance as that existing when first inspected by the Distributor, the distributor shall have the right to revalue the amount of allowance offered for such trade-in vehicle(s), and the total cash purchase price shall be increased accordingly. The Purchaser agrees that the amount of the allowances made upon such trade-in vehicles(s), if any, is to be applied by the Distributor as part payment on the purchase price of the purchased vehicle(s).

LIMITATION ON LIABILITY. The Distributor shall not be held responsible for any loss, damage, detention, delay or failure to deliver resulting from any cause which is unavoidable or beyond its reasonable control, including, but not limited to, fire, flood, natural disaster, strike or labor disturbance, accident, vandalism, riot, insurrection, war any order, decree, law or regulation of any court, government or governmental agency, shortage of materials, demand in excess of available supply, failure or interruption of normal transportation or power facilities; AND IN NO EVENT SHALL THE DISTRIBUTOR BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME. Receipt of said vehicle(s) by the Purchaser upon delivery shall constitute a waiver of all claims for loss or damage due to delay. In executing this Purchase Order, Purchaser understands that the projected date is based, in part, upon circumstances outside of Distributor's control and is based on a good faith estimate as to such events.

TITLE RETENTION. Until such time as the Distributor has received, in full, the entire cash price for the purchased vehicle(s), all title(s) shall remain with Distributor and shall not pass to Purchaser until full payment and, to the extent not inconsistent, Distributor shall retain a security interest in such purchased vehicle(s) equal to the unpaid cash price for said vehicle(s).

DEFAULT BY PURCHASER. In the event that the Purchaser shall fail to accept delivery of the vehicle(s) for any reason whatsoever (THIS BEING A NON-CANCELLABLE CONTRACT), Distributor shall have all remedies available at law or in equity including, without limitation, the following remedies:

A. Retention of all deposits and down payments paid. Distributor, at its option, may regard the retention of all deposits and down payments paid as liquidated damages (and not as a penalty). Distributor shall be deemed to have retained such deposits and/or down payments as liquidated damages only if so designated by it in its sole discretion.

B. Distributor shall have the right to seek collection of the remaining balance due from Purchaser and/or damages suffered by Distributor as a result of Purchaser's default. Purchaser irrevocably consents to jurisdiction within all of the Circuit Courts for the State of South Carolina for the purpose of litigation involving the failure of Purchaser to perform its obligations hereunder.

C. In the event that Distributor retains the services of an attorney to represent it in connection with a default by the Purchaser, Purchaser shall be liable for all such attorney's fees and costs, whether or not litigation is entered against Purchaser. Purchaser authorizes any court of jurisdiction to enter against it and in favor of Distributor, an award for Distributor's attorneys' fees and costs.

D. In the event that Purchaser has possession of said purchased vehicle(s), Distributor may take immediate possession of said vehicle(s) without demand or further notice, and Purchaser shall make said vehicle(s) available to Distributor, at Distributor's option, at a reasonably convenient place designated by Distributor. To such end, Purchaser does hereby authorize and empower the Distributor, its agents, servants or employees, to enter upon the premises wherever said vehicle(s) may be and remove the same; the Purchaser hereby expressly waives any action or right of action of any kind whatsoever against the Distributor, its agents, servants or employees because of the removal, repossession or retention of said vehicle(s) or otherwise.

PURCHASER UNDERSTANDS THAT ITS ORDER OF THE PURCHASED VEHICLE(S) MAY INCLUDE SPECIAL ORDER ITEMS NOT REGULARLY PROVIDED FOR SAID VEHICLE(S). IN SUCH EVENTS, DISTRIBUTOR WILL INCUR INCREASED COSTS AND EXPENSES WHICH ARE, THEREFORE, RELATED SOLELY TO PURCHASER'S PURCHASE AND FOR WHICH PURCHASER SHALL REMAIN LIABLE IN ALL EVENTS.

INCREASE IN PURCHASER PRICE . Purchaser agrees that if the cost of labor, materials, accessories or other equipment or component parts increases beyond the basis upon which the price set forth herein was established, the distributor at any time before delivery may give the purchaser written notice of such increase in price, and such increased price shall be the new contract price, unless Purchaser, within ten (10) days thereafter, provides Distributor with written notice of cancellation. This is Purchaser's only right of cancellation. Any such increase in the contract price, pursuant to this provision, however, shall not prevent additional increases, if necessary, under the circumstances set forth herein at any time prior to delivery.

TAXES IMPOSED UPON SALE . It is understood and agreed that all taxes now or hereinafter imposed upon the sale of said vehicle(s) to Purchaser shall be paid solely by the Purchaser. Purchaser agrees to remit the cost of said taxes upon demand of Distributor in accordance with applicable law.

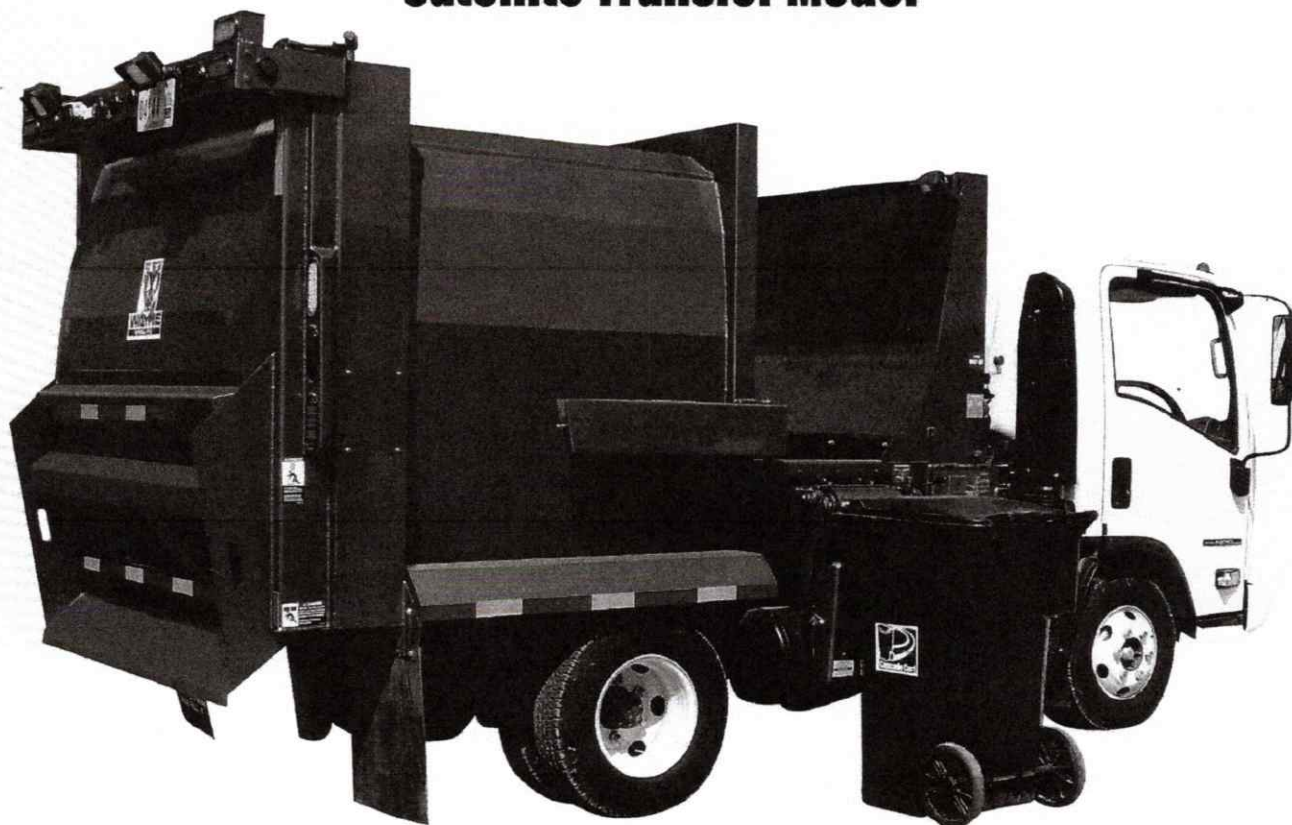
EXPENSES OF DISTRIBUTOR. In the event of a breach by Purchaser of any of the terms and conditions of this Purchase Order, the Purchaser shall be liable for all of Distributor's out-of-pocket costs including court costs, expenses and attorneys' fees.

MERGER. It is understood and agreed that this Purchase Order sets the parties' entire agreement with respect to the vehicle(s) to be purchased. All previous communications between Purchaser and Distributor, whether verbal or written, with reference to the purchase of the vehicle(s), are hereby abrogated, and Purchaser may not rely upon any such previous communications. Accordingly, Purchaser acknowledges that this Agreement contains the entire and complete understanding between the parties and that no modification of the Agreement shall be binding upon the Distributor unless such modification is in writing, and is agreed to and

accepted in writing by an authorized officer or agent of the Distributor.

TOMCAT

Satellite Transfer Model

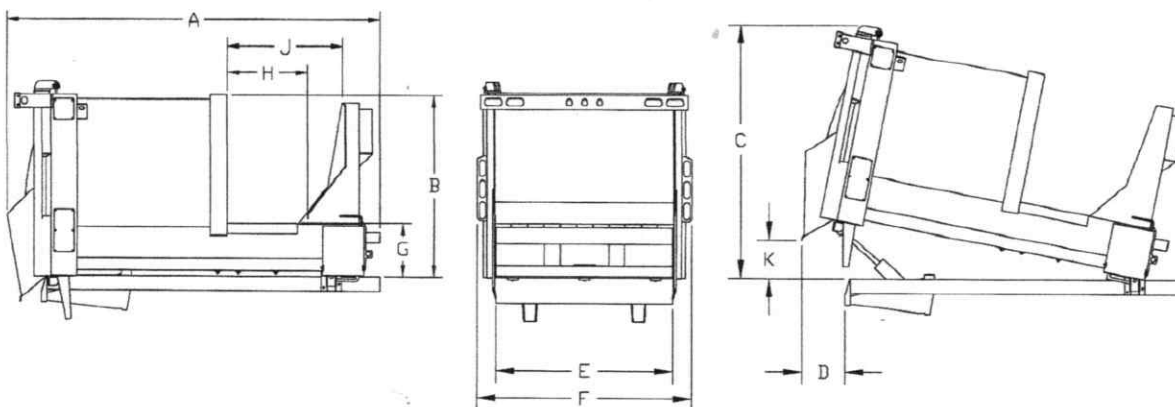


CURBTENDER

www.curbtender.com

TOMCAT

Satellite Transfer Model



Body Specifications	Satellite Dump			Flat TG, Rigid Mount	
	6 CU. YD.	10 CU. YD.	14 CU. YD.	6 CU. YD.	10CU. YD
A LENGTH OF BODY	148"	166"	197"	148"	166"
B HEIGHT ABOVE CHASSIS FRAME	75"	88"	88"	75"	88"
C HEIGHT ABOVE CHASSIS FRAME, TRANSFER MODE	110"	113"	113"	-	-
D BODY HORIZONTAL CLEARANCE, TRANSFER MODE	16"	17"	17"	-	-
E WIDTH OF TAILGATE	69 1/2"	69 1/2"	69 1/2"	69 1/2"	69 1/2"
F WIDTH OF BODY	79"	82"	82"	79"	82"
G LOADING SILL HEIGHT ABOVE CHASSIS FRAME	23"	23"	23"	21"	21"
H LOADING AREA WIDTH	31"	31"	31"	31"	31"
J TOP OF HOPPER OPENING OFF FRAME	46"	46"	46"	46"	46"
K BODY CLEARANCE ABOVE FRAME, TRANSFER MODE	15"	13"	13"	-	-
- BODY WEIGHT	5,100 LBS	6,700 LBS	7,150 LBS	5,100 LBS	6,700 LBS
- DYNAMIC HOPPER CAPACITY	4 CU. YD.	4 CU. YD.	4 CU. YD.	4 CU. YD.	4 CU. YD.
- PRACTICAL FILLABLE LOADING VOLUME	1 CU. YD.	1 CU. YD.	1 CU. YD.	1 CU. YD.	1 CU. YD.

Minimum Chassis Requirements

- Minimum CGWR	17,950 LBS	230500 LBS	30,000 LBS	17,950 LBS	23,000 LBS
- FRONT AXLE	6,830 LBS	8,000 LBS	10,000 LBS	6,830 LBS	8,000 LBS
- REAR AXLE	12,980 LBS	15,500 LBS	20,000 LBS	12,980 LBS	15,500 LBS
- CAB TO AXLE	84"	108"	138"	102"	120"
- FRAME HEIGHT	30" TO 37.5"	34" TO 37.5"	34" TO 37.5"	30" TO 37.5"	34" TO 37.5"

Features

- Satellite Dump into Rear Loader
- Flat, Sliding Tailgate
- Chiseled Body Shell Design
- Ultra-High Strength-to-Weight Ratio
- Low Loading Sill Height
- Ambidextrous Loading Sills
- 14-16 Second Packing Cycle Time
- Standard 8" Side Doors
- No-Fallback Design
- Extra Large Hopper Clean-Out Doors
- Single Piece Formed AR450 Body Floor

Hydraulic System

- Pump - Vane Type
- Capacity: 12 GPM @ 1,200 RPM
- Maximum Operation Pressure: 3,000 PSI
- 12 gallons Hydraulic Tank
- Sight Gauge on Tank
- 10 Micron Return Line Filter with By-pass Valve

Body Construction

- Sides: 11 gauge GR50
- Roof: 11 gauge GR50
- Floor: 3/16" AR450
- Packer Face Panel: 3/8" 50,000 PSI

Optional Equipment

- Strobe Lights & Beacons
- Cart Tipper
- Hopper Cover
- Work Lights
- Upper Hopper Doors

CURBTENDER
www.curbtender.com

701 PERFORMANCE DRIVE, CEDAR FALLS, IA 50613

PHONE: 319.266.1721, FAX: 319.266.8207

© 2017 Curbtender Inc., All Rights Reserved. Specifications

Packet Pg. 150



SHEALY ISUZU TRUCK SALES

Steven Gardner | 8037710176 Ext. 139 | sgardner@shealytruck.com

City of Columbia FTR MT1



Current report content is based on data as of 2020-04-30 15:35:27. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.

ISUZU

TRUCK

Pac

**FOR ADDITIONAL INFORMATION ON
ISUZU'S FULL LINE OF LOW CAB FORWARD TRUCKS
PLEASE VISIT**

WWW.ISUZUCV.COM OR CALL (866) 441-9638

ISUZU
TRUCK[illegible]

MORE THAN A CHASSIS

"Isuzu" translates as "fifty bells pealing in harmony and celebration to form one unified sound."

Harmony is what we strive for with our customers. The medium-duty segment offers customers a number of options to choose from, but when they choose Isuzu it means something more to us. We are ***more than a chassis*** and we aim to show that to each of our customers.

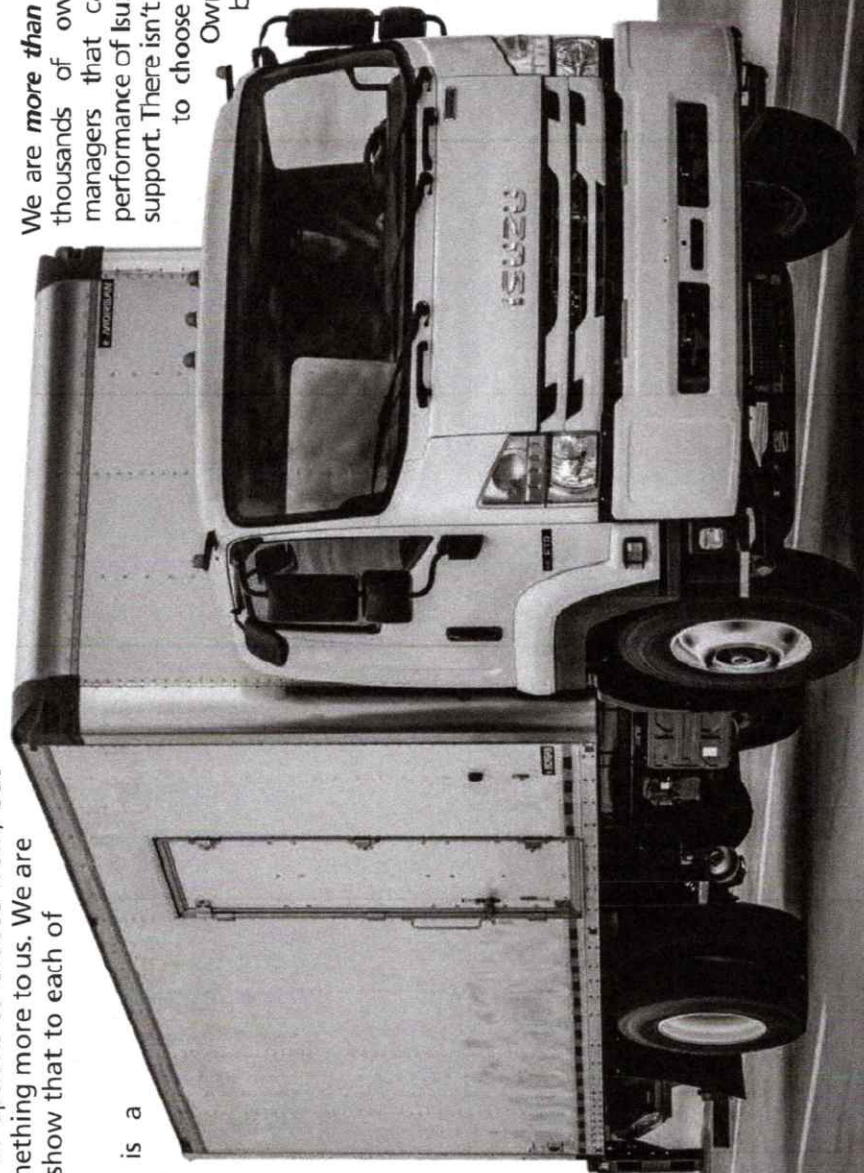
Sure, Isuzu's legendary reliability is a testament to how well built our trucks are. They are put to the test every day from the harsh environments of construction to the stop-n-go of home delivery. And at every turn, we are there to support our owners with robust warranties, quality parts and excellent maintenance at more than 300 authorized Isuzu dealerships and service facilities.

Isuzu has been the best-selling low cab forward truck in America every year since 1986.

That wouldn't be possible if our customers bought one Isuzu truck and then switched to another brand. But they don't. They come back, year after year, truck after truck. Decades of performance and millions of miles of reliability have made Isuzu a leader in the medium-duty segment.

We are ***more than a chassis*** to hundreds of thousands of owner-operators and fleet managers that can attest to the great performance of Isuzu trucks and to our brand support. There isn't just one compelling reason to choose Isuzu but many reasons.

Owning an Isuzu truck is just the beginning of a relationship – we aim to prove that Isuzu trucks are ***more than a chassis***.

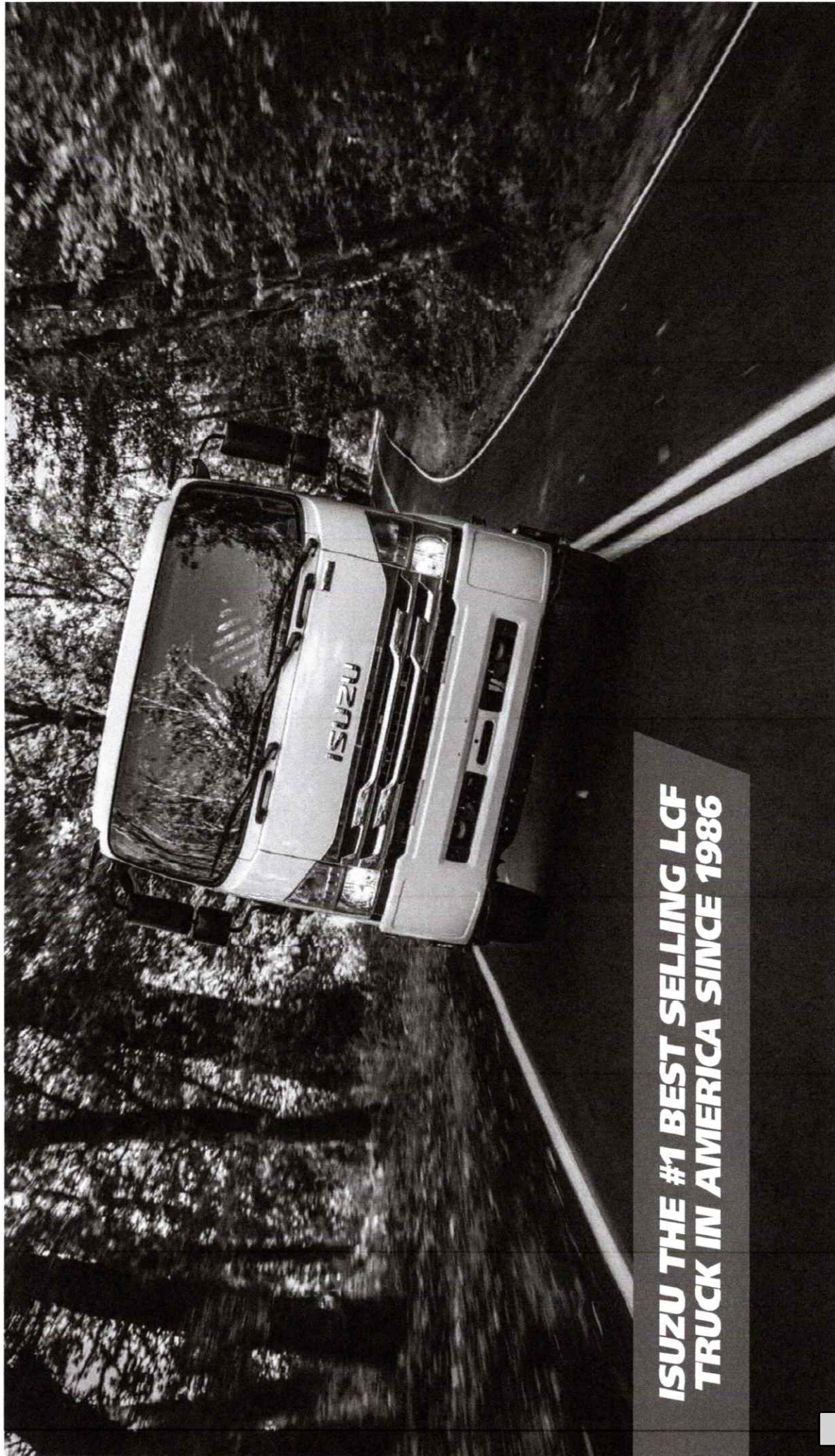


F-Series

F-Series

3

9.b



**ISUZU THE #1 BEST SELLING LCF
TRUCK IN AMERICA SINCE 1986**

F-Series

F-Series

5

9.b

Attachment: State Contract# 4400019807_4400019820_Trash Truck w Dump Bodies (5984 : Capital Replacement Vehicle Purchase Requests)

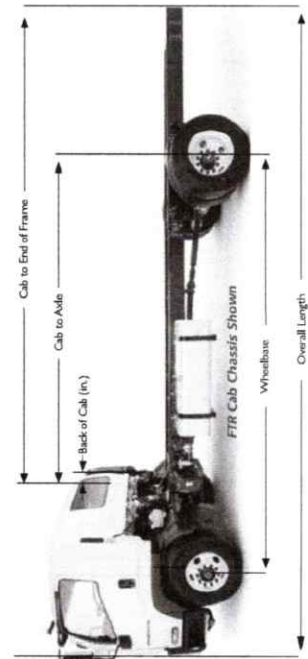
LESS IS MORE. MORE IS BEST.

The Isuzu low cab forward (LCF) design is known for providing outstanding visibility and maneuverability. These two advantages alone make Isuzu trucks easier and safer to drive. Our multiple wheelbases give F-Series customers a choice of body sizes up to 30 feet in length -- giving you **more** choices, **more** driver benefits and **less** hassle when navigating the road ahead. **Less is more and more is best.**

EFFICIENT OVERALL LENGTH

Conventional cabs are longer in order to accommodate a forward-mounted engine. In contrast, Isuzu LCF cabs are positioned above the engine with **less** forward mass. This efficient design gives LCF owners **more** Cab to Axle (CA) space compared to conventional cabs with equivalent wheelbases, allowing:

- Up to 2-ft. longer bodies on equivalent wheelbases to accommodate **more** cargo
- Up to 30-ft. bodies which our conventional cab competitors cannot. This versatility gives you **more** choices when upfitting your next FTR
- **More** maneuverability. When equal body sizes are mounted on a traditional and low cab forward truck, the low cab forward truck has a shorter overall vehicle length providing **more** maneuverability with equal cargo loads



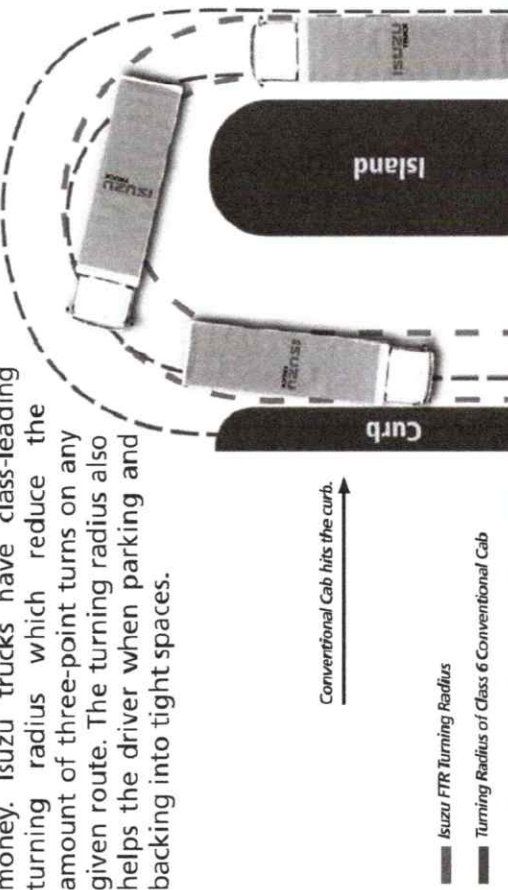
INCREASED FORWARD VISIBILITY

Less mass in front of the cab gives the driver and passengers **more** visibility compared to traditional cabs. This not only helps to make driving an Isuzu truck easier, but also helps to enhance safety for the driver. Urban areas are known for their tight quarters and being able to see obstacles and pedestrians more clearly gives the driver an advantage when navigating in the city or the open road.

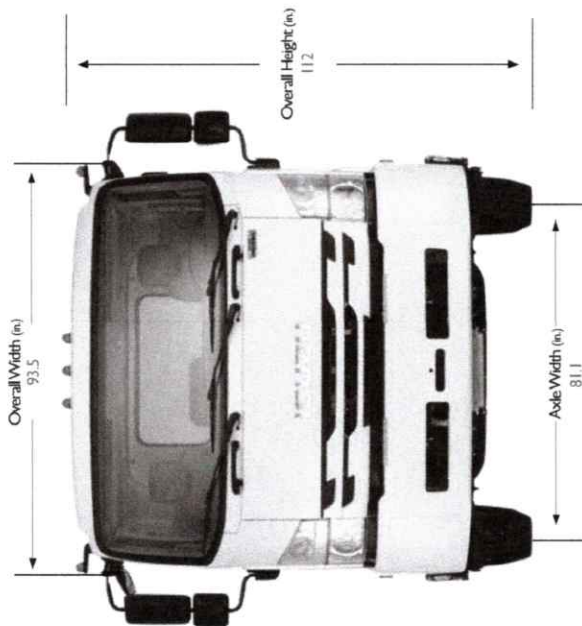


3-POINTERS ARE GOOD FOR BASKETBALL, NOT SO MUCH IN TRUCKING

Fewer three-point turns saves time and time is money. **More** time, **more** money. Isuzu trucks have class-leading turning radius which reduce the amount of three-point turns on any given route. The turning radius also helps the driver when parking and backing into tight spaces.



F-SERIES DIMENSIONS AND CAPACITIES

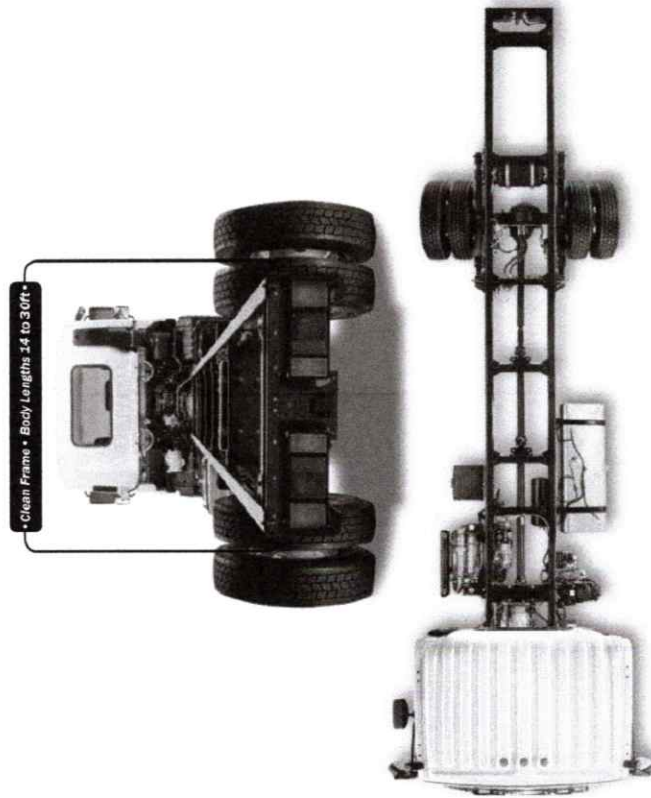


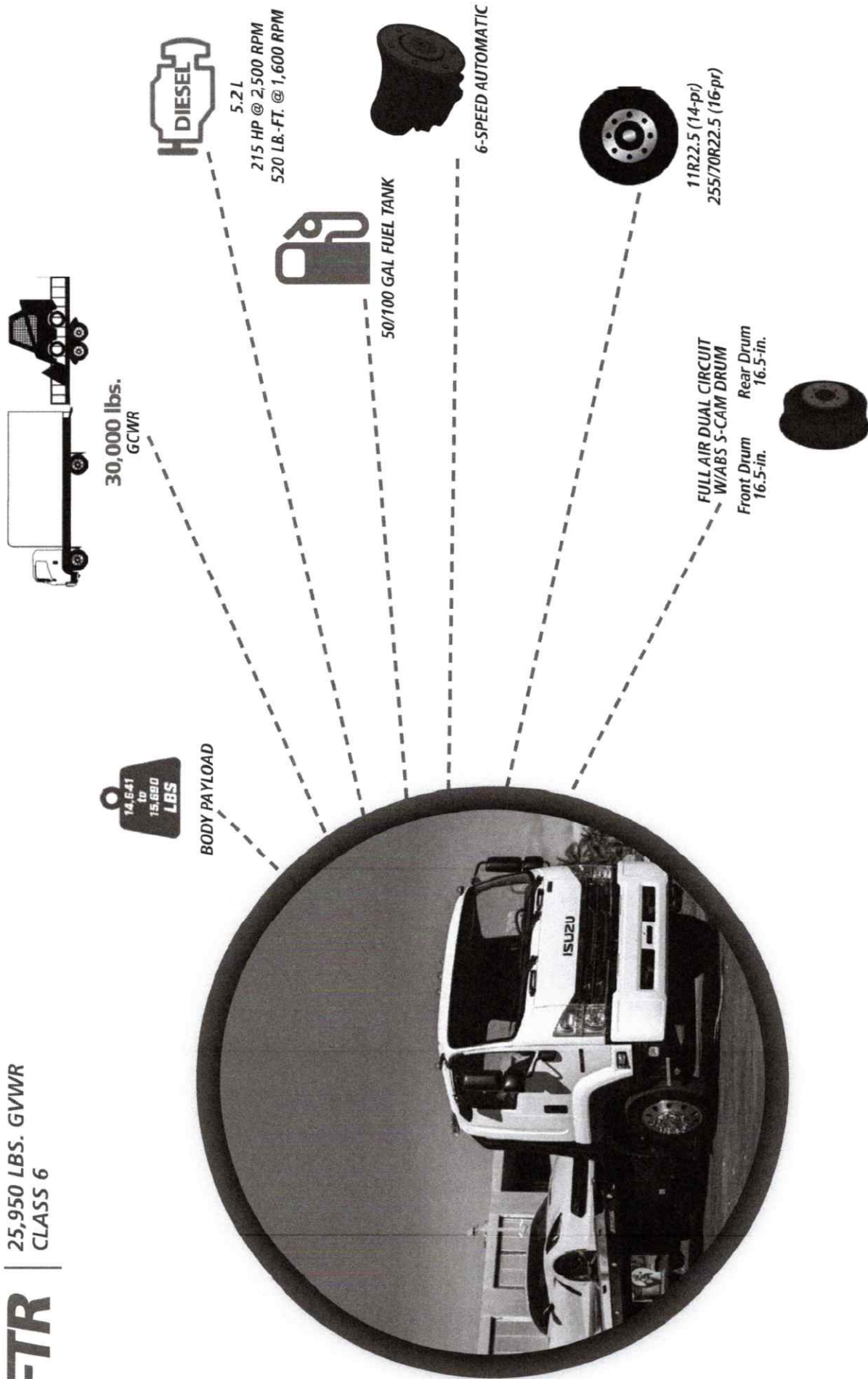
PAYLOADS

Wheelbase (in.)	Curb Weight (lbs.)	Body Payload (lbs.)
152	10,260	15,690
170	10,387	15,563
188	10,899	15,061
200	10,972	14,978
212	11,056	14,894
224	11,141	14,809
236z	11,225	14,725
248	11,309	14,641

2021 ISUZU F-SERIES

Wheelbase (in.)	Cab to Axle (in.)	Cab to End of Frame (in.)	Back of Cab (in.)	Overall Length (in.)	Body Length (ft.)
152	127.0	192.9	3.0	274.4	14-16
170	145.0	220.0	3.0	301.5	18
188	163.0	247.0	3.0	328.5	20
200	175.0	264.9	3.0	346.4	22
212	187.0	283.1	3.0	364.6	24
224	199.0	301.0	3.0	382.5	26
236	211.0	319.1	3.0	400.6	28
248	223.0	337.0	3.0	418.5	30





ACCESSORIES



KEYLESS ENTRY

Conveniently locks and unlocks all cab doors at the push of a button. Two transmitters included.



CHROME GRILL

Enhance styling with a chrome-accented grille.



LOCKABLE DEF CAP

Helps prevent DEF theft and prevent contamination from filling the tank with other liquids that can cause powertrain damage. Owners of multiple trucks can have them single keyed. Includes two keys.



AIR SUSPENSION

Hendrickson HAW 230 Air Suspension delivers superb ride quality for many applications. Includes a single leveling valve, shock absorbers, and in-cab air dump switch.



ALUMINUM WHEELS

Also clean buff aluminum wheels. Available in 4 wheel or 6 wheel configurations.



HEATED FUEL FILTER

Heated fuel filter and sedimentator warm fuel to help improve cold weather starts and reduce fuel gel. Located on the driver side of the chassis as part of the fuel prime pump.



HEATED MIRRORS

Heated flat and convex mirrors or heated flat and convex mirrors with dual remote controls. Heated flat and convex mirrors prevent fogging and ice collection with a quick push of a cab switch. For added convenience, available remote controls allow the driver to quickly adjust the angle of the flat or convex mirror.



BACK-UP ALARM

Alarm sounds when the vehicle is placed in reverse. Audible warning alerts any nearby people that the vehicle is backing up.



SEAT COVERS

Designed and tailored for a custom fit, these seat covers help reduce seat wear and tear to protect your investment while enhancing the look and feel of the cabin.



7-IN. TOUCHSCREEN AUDIO SYSTEM

The Alpine LX-207 is equipped with a convenient touchscreen display and provides 700 watts of sound. This versatile system works with Apple CarPlay® and Android Auto which gives you access to a number of your smartphone's apps including navigation. It is also equipped with built-in Bluetooth®, SiriusXM connectivity (antenna and subscription required), an HDMI input, an HD Radio™ tuner and more. A USB port and AUX input are also included.

A backup camera is also available with the system. When ordering the audio system, select this upgrade to enhance your driving experience and safety. The camera is reverse-linked and projects an image with guidelines on the display.



MOBILE EYE

This passive safety system provides alerts and warnings for enhanced safety. The system incorporates Forward Collision Warning, Pedestrian Collision Warning, Lane Departure Warning and Headway Monitoring and Warning.



HIGH-VISIBILITY RED SEATBELTS

Red seatbelts provide quick visual verification that seat belts are being worn to conform with safety regulations.



FIRE EXTINGUISHER TRIANGLE KIT

Provides driver safety and meets FMCSA 393.55 requirements. Triangle kit meets FMVSS 125.

Other Optional Equipment:

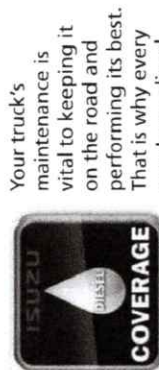
- Spare Keys (2 additional keys)
- PTO Switch
- Fire Extinguisher and Triangle Kit
- 102-in. Side Mirror Bracket
- Oil Pan Heater
- Cold Weather Packages
- Emergency Engine Shutdown System
- Engine Idle Shutdown (3 or 5 minutes)
- Speed Limiting to 58, 65, 68 or 70 mph
- CAN Interface Converter (SAE J1939, provides read-only CAN data for compatible telematics systems)

QUALITY PROGRAMS

RELIABLE. PREDICTABLE. TRUSTWORTHY.

What do Isuzu trucks have that others don't? It's not just multiple wheel choices, chrome grilles and the latest bells and whistles. It's more than that. The best low cab forward truck is backed by unrivaled product and customer support, a best-in-class warranty and a low cost of ownership. It's the intangibles and so much more. Our customers' loyalty is due to our quality product and the support we back it with.

Isuzu diesel trucks are equipped with a Data Recording Module (DRM) that tracks your truck's performance in key areas like fuel economy, engine and emission conditions and braking conditions just to name a few. Your dealer can run a Vehicle Health Report on your truck to help you monitor how it is being driven, identify potential repairs and help protect your investment while maximizing your uptime.



Your truck's maintenance is vital to keeping it on the road and performing its best. That is why every new Isuzu diesel truck comes with a complimentary oil coverage plan. It is more than just an oil and filter change every 10,000 miles or 300 engine hours. This maintenance plan covers lubricating the chassis, replacing engine and chassis fuel filters, checking your tire pressures and running a Vehicle Health Report. This plan covers your truck for two years or 60,000 miles, whichever comes first.



Preventive maintenance increases your operating efficiency and maximizes your fuel economy. This comprehensive program protects you against increasing labor and parts costs for three to six years. PSMP also guarantees you "Priority" treatment during your service visits and when roadside assistance is needed. And any unused portion of your PSMP can be rolled into your next purchase, transferred to the next owner, or refunded to you.



Protecting your investment beyond the standard warranty assures you a high level of protection against costly repairs. This limited warranty covers you for up to five years or 200,000 miles (250,000 miles also available), whichever comes first, extends Roadside Assistance for duration of the warranty and doubles the mileage of the after-treatment system.



Warranty coverages are determined by the mileage of the vehicle and the number of years from the delivery date. See your authorized Isuzu dealer for warranty details.

Call 866.441.9659 - 247/365 - It is as simple as that when you are in need. Roadside Assistance is standard for the first three years (unlimited miles) on Isuzu diesel trucks. It covers tows, jump starts, lock outs and fueling (owner is responsible for cost of fuel).



Specifically-designed replacement parts developed for Isuzu trucks. They are approved for all warranty repairs and carry a one-year unlimited mile warranty.



Isuzu FleetValue Parts are designed to provide a low cost of ownership, safe operation of your truck and superior quality. We ensure that FleetValue Parts meet OEM standards and back them with a one-year unlimited mile warranty.



Isuzu Finance of America is the captive finance company for Isuzu Commercial Truck of America. Exclusive programs, like the Isuzu lease, are offered through authorized Isuzu dealers nationwide. The lease is by far the most cost-effective option for qualifying customers, allowing them to take advantage of low monthly payments. Ask your Isuzu dealer for more information on Isuzu Finance offerings that will best fit your business needs!





BODY PAYLOAD

30,000 lbs.
GVWR



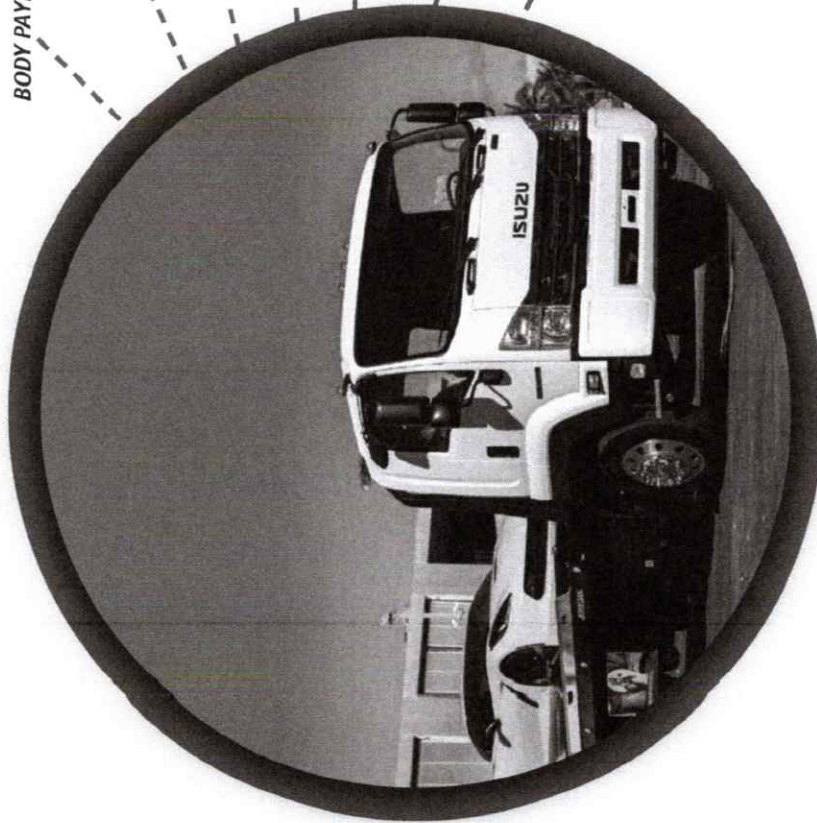
5.2 l
215 HP @ 2,500 RPM
520 LB.-FT. @ 1,600 RPM



50/100 GAL FUEL TANK



6-SPEED AUTOMATIC



FULL AIR DUAL CIRCUIT
W/ABS 5-CAM DRUM
Front Drum 16.5-in.
Rear Drum 16.5-in.



11R22.5 (14-pr)
255/70R22.5 (16-pr)

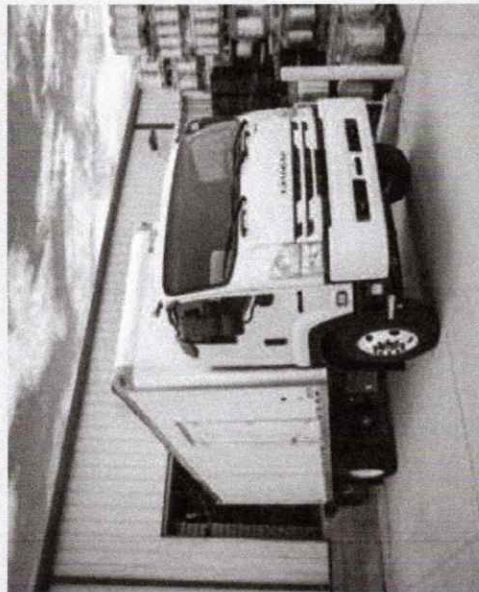
ISUZU EXTENDED WARRANTY COVERAGE

Isuzu is committed to assuring your satisfaction with your commercial truck. Your authorized Isuzu dealer also wants you to be completely satisfied and invites you to return for all your service needs, both during and after the standard and Extended Warranty periods.

While any authorized Isuzu F-Series dealer can perform standard and Extended Warranty service, we recommend that you return to the dealership that sold you your vehicle because of their continued and personal interest in you. If you are traveling, move or did not obtain your truck from an authorized dealership, any authorized Isuzu dealer can provide standard and Extended Warranty service for you.

Considering the investment you have made in your commercial truck, we know you will want to operate and maintain it properly. Therefore, we urge you to follow the instructions and recommendations contained in your Owner's Manual.

Should you ever encounter a problem that is not resolved, talk to a member of dealer management. If a problem persists, follow the procedures outlined in your New Vehicle Warranty Booklet.



ROADSIDE ASSISTANCE

Isuzu F-Series Diesel trucks are built to be the highest quality, most reliable trucks in the industry. That's why we back them with one of the strongest roadside assistance programs ever offered for Medium Duty Trucks.

With ANY Isuzu vehicle warranty, if your Isuzu F-Series Diesel truck experiences a mechanical breakdown anywhere in the United States, just call our 24-hour, toll-free number 866-441-9659 anytime day or night, 365 days a year. A service vehicle will be dispatched to provide minor roadside repairs or tow your truck to the nearest Isuzu dealer for service.



© 2018 ISUZU COMMERCIAL TRUCK OF AMERICA, INC.



TM 10235 (04/18)

ISUZU
TRUCK

EXTENDED WARRANTY

F-SERIES DIESEL



9.b

F-SERIES ENGINE/EMISSIONS EXTENDED WARRANTY

EXTENDED WARRANTY PLUS

AFTERTREATMENT COMPONENTS

60/200,000

60/200,000

• ENGINE

Cylinder block, cylinder head, oil pan, oil cooler, thermostat housing, flywheel, intake manifolds, and the following internal parts: oil pump, pistons with rings, liners, crankshaft and bearings, connecting rods and bearings, head bolts, cylinder head gasket, intake and exhaust valves, rocker arm assembly, camshaft and bearings.

Please note that the transmission and the steer & drive axle plus drive shaft are **NOT** covered. However, Allison may offer an extended transmission warranty. Please contact your local Allison distributor for details.

• FUEL INJECTORS

Fuel injectors, fuel pressure limiter, fuel injection pump, fuel rail pressure sensor, fuel temperature sensor, common fuel rail and high pressure lines.

• TURBOCHARGER

• ALTERNATOR

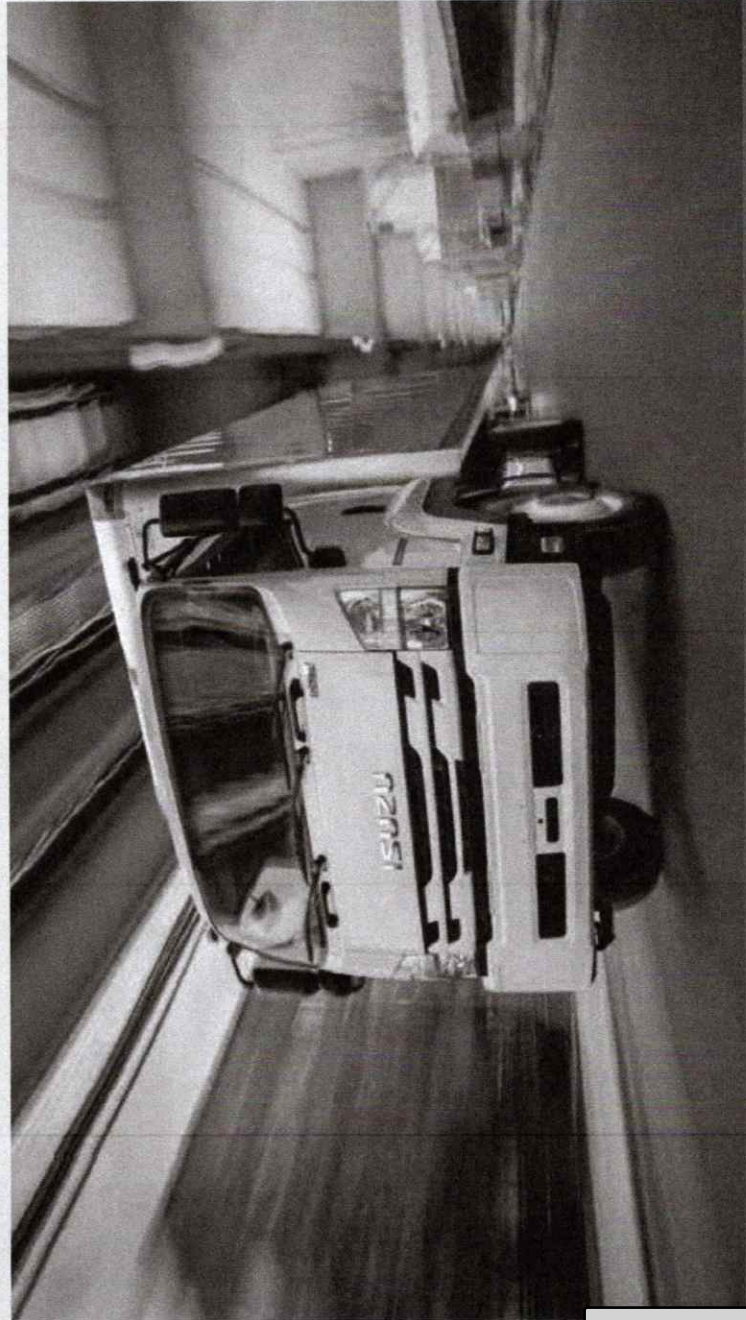
• STARTER

Starter, starter drive assembly, starter motor assembly.

• WATER PUMP

• ROADSIDE ASSISTANCE

- DIESEL PARTICULATE (DPF) FUEL INJECTOR
- DIESEL (DPF) FUEL PRESSURE SENSOR
- PARTICULATE MATTER SENSOR
- EXHAUST TEMPERATURE SENSOR (POSITION 1)
- EXHAUST TEMPERATURE SENSOR (POSITION 2)
- FRONT EXHAUST PIPE
- DIESEL PARTICULATE FILTER
- EXHAUST CATALYTIC CONVERTER (DOC)
- EXHAUST PRESSURE DIFFERENTIAL SENSOR
- DIESEL EXHAUST FLUID (DEF) LINE (TANK TO PUMP)
- DIESEL EXHAUST FLUID (DEF) LINE (PUMP TO INJECTOR)
- DIESEL EXHAUST FLUID (DEF) HEATER VALVE
- DIESEL EXHAUST FLUID (DEF) CONTROL MODULE
- DIESEL EXHAUST FLUID (DEF) SUPPLY PUMP
- DIESEL EXHAUST FLUID (DEF) INJECTOR
- DIESEL EXHAUST FLUID (DEF) SENSOR
- DEF BACKFLOW VALVE
- SCR CATALYST
- SCR EXHAUST TEMPERATURE SENSOR
- NOX SENSOR #2
- NOX SENSOR #1
- EMISSIONS SYSTEM WIRING



Warranty coverage is terminated the first mile of this vehicle and the number of years from the delivery date of your vehicle.

Attachment: State Contract# 4400019807_4400019820_Trash Truck w Dump Bodies (5984 : Capital Replacement Vehicle Purchase Requests)

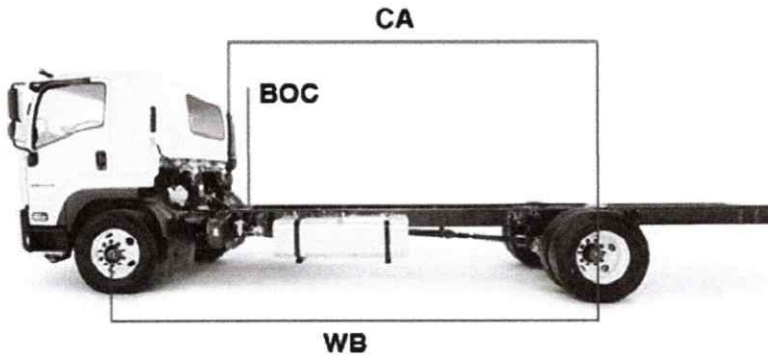


SHEALY ISUZU TRUCK SALES

Steven Gardner | 8037710176 Ext. 139 | sgardner@shealytruck.com

City of Columbia FTR MT1 (2020 FTR, MT1 152", 25,950 GVWR. White, FTR Low Pro standard model specifications with power windows, power door locks, air conditioning, 5.57 final ratio, 255/70R22.5H tires, and 50 gallon aluminum fuel tank (THF)

Weight Distribution



Driver/Passenger Weight	350.0 lbs.
Wheelbase (WB)	152 inches
Cab to Axle(CA)	127 inches
Body Length	14 Feet
Body Weight	6,700.0 lbs.
Cab to Body (BOC)	3 inches

Front Wt.	8,648.26 lbs.	50%
Rear Wt.	8,670.84 lbs.	50%
GVWR	25,950.00 lbs.	
GVW	17,319.10 lbs.	
Remaining Payload Weight	8,630.90 lbs.	

Weight (lbs.)	Front	Rear	Total
Chassis	6,527.00	3,733.00	10,260.00
Chassis Equipment	8.10	1.00	9.10
Subtotal	6,535.10	3,734.00	10,269.10
Driver/Passengers	350.00	0.00	350.00
Body/Body Equipment	1,763.16	4,936.84	6,700.00
Payload	0.00	0.00	0.00
Total	8,648.26	8,670.84	17,319.10
GAWR/GVWR	11,000.00	19,000.00	25,950.00
GCWR			30,000.00

Chassis Equipment:

Code	Item	Center of Gravity	Front Axle	Rear Axle	Total
UZF	Back up alarm		0.00 lbs.	1.00 lbs.	1.00 lbs.
IL9	PTO enable switch and engine idle up switch recommended for PTO and idle applications only		0.10 lbs.	0.00 lbs.	0.10 lbs.
I4K	Keyless entry system including two keypads as standard		1.00 lbs.	0.00 lbs.	1.00 lbs.
I0M	Cold weather package (block heater and heated fuel filter)		1.00 lbs.	0.00 lbs.	1.00 lbs.
IV8	Seat Covers standard cab		6.00 lbs.	0.00 lbs.	6.00 lbs.
THF	50 Gallon Fuel Tank Capacity		0.00 lbs.	0.00 lbs.	0.00 lbs.
5U5	255/70R22.5H		0.00 lbs.	0.00 lbs.	0.00 lbs.
011	5.571:1		0.00 lbs.	0.00 lbs.	0.00 lbs.

Driver/Passengers:

	Center of Gravity	Front Axle	Rear Axle	Total
Driver	front axle	350.00 lbs.	0.00 lbs.	350.0 lbs.

Current report content is based on data as of 2020-04-30 15:35:27. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



SHEALY ISUZU TRUCK SALES

Steven Gardner | 8037710176 Ext. 139 | sgardner@shealytruck.com

City of Columbia FTR MT1 (2020 FTR, MT1 152", 25,950 GVWR. White, FTR Low Pro standard model specifications with power windows, power door locks, air conditioning, 5.57 final ratio, 255/70R22.5H tires, and 50 gallon aluminum fuel tank (THF)

Weight Distribution

Body/Body Equipment:

Code	Item	Center of Gravity	Front Axle	Rear Axle	Total
	Body	40 inches in front of the rear axle	1,763.16 lbs.	4,936.84 lbs.	6,700.00 lbs.
G5	White, FTR Low Pro standard model specifications with power windows, power door locks, air conditioning, 5.57 final ratio, 255/70R22.5H tires, and 50 gallon aluminum fuel tank (THF)	74 inches behind the front of body	-124.01 lbs.	-252.99 lbs.	-754.00 lbs.

Current report content is based on data as of 2020-04-30 15:35:27. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.

Attachment: State Contract# 4400019807_4400019820_Trash Truck w Dump Bodies (5984 : Capital Replacement Vehicle Purchase Requests)



SHEALY ISUZU TRUCK SALES

Steven Gardner | 8037710176 Ext. 139 | sgardner@shealytruck.com

City of Columbia FTR MT1 (2020 FTR, MT1 152", 25,950 GVWR. White, FTR Low Pro standard model specifications with power windows, power door locks, air conditioning, 5.57 final ratio, 255/70R22.5H tires, and 50 gallon aluminum fuel tank (THF)

Warranty

Coverage	Warranty Limitations (Time or Mileage, Whichever Comes First)		Percent of Dealer's Normal Charge Paid by Owner	
	Time	Vehicle Miles	Parts	Labor
Basic	0-3 Years	Unlimited	No Charge	No Charge
Engine	0-3 Years	Unlimited	No Charge	No Charge
• Drive Axles	0-3 Years	Unlimited	No Charge	No Charge
• Driveshaft				
• Front Axle I-Beam				
•				
Crossmembers				
• Flywheel Housing				
Transmission	Allison Automatic Transmission® Allison Automatic Transmission are warranted separately. Vehicles equipped with Allison Automatic Transmission are covered by Allison's warranty. See Allison information provided with the vehicle or Allison authorized dealers for specific details applicable to warranty and ESC coverage for individual Allison Automatic Transmission model and series. Allison Automatic Transmission are not warranted by Isuzu.			
Frame Rails	0-3 Years	Unlimited	No Charge	No Charge
Frame Rails	3-5 Years	Unlimited	50%	50%
Engine Emissions Control System	0-5 Years	0-100,000	No Charge	No Charge
Tires	0-2 Years	0-24,000	No Charge	No Charge
Corrosion (Rust Through)	0-4 Years	Unlimited	No Charge	No Charge

Current report content is based on data as of 2020-04-30 15:35:27. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



SHEALY ISUZU TRUCK SALES

Steven Gardner | 8037710176 Ext. 139 | sgardner@shealytruck.com

City of Columbia FTR MT1 (2020 FTR, MT1 152", 25,950 GVWR. White, FTR Low Pro standard model specifications with power windows, power door locks, air conditioning, 5.57 final ratio, 255/70R22.5H tires, and 50 gallon aluminum fuel tank (THF)

Standard Equipment Summary

Code	Description
Vehicle Application	
RQ2	Truck Application
Emissions	
YF5	California Emissions
EPA	Federal
Tires	
I5H	LRR (low rolling resistance)
R3C	Premium highway tread
S3D	Premium highway traction
5U5	255/70R22.5H
Engine	
RJS	Isuzu 4HK1-TC, 4 cylinder 317 CID (5.2L), 215 HP at 2500 RPM, 520 ft.-lb gross torque at 1600 rpm. 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system, engine cruise control function. Oil level check switch and light. Engine warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level.
K30	Cruise control
Transmission	
Y6E	Allison RDS 2550 / 6 speed trans w/ PTO gear
Wheelbase	
39W	152" Wheelbase
Air Cleaner	
WG8	Dry paper single element. (Donaldson)
Q4A	Air restriction indicator in MID
Alternator	
I2C	140 AMP. with integral regulator.
Battery	
IX1	Dual 12-Volt maintenance free group 31 750 CCA batteries with threaded posts
Exhaust	
IX7	Single horizontal with DPF/SCR exhaust system
72E	Cooler
NPE	Electronic exhaust restriction
Front Axle	
40C	Dana E1254-W 12,000 lbs. capacity
Rear Axle	
40M	Dana 19060S single-speed axle, 19,000 lbs. capacity
M20	Dana S19-140 single-speed axle, 19,000 lbs. capacity
Ratio	
011	5.571:1
Fuel Tank	
70A	Left hand rail
THF	50 Gallon Fuel Tank Capacity
Seat	
A56	Level air suspension seat with RH armrest driver seat
24C	Rigid mount passenger seat

Current report content is based on data as of 2020-04-30 15:35:27. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



SHEALY ISUZU TRUCK SALES

Steven Gardner | 8037710176 Ext. 139 | sgardner@shealytruck.com

City of Columbia FTR MT1 (2020 FTR, MT1 152", 25,950 GVWR, White, FTR Low Pro standard model specifications with power windows, power door locks, air conditioning, 5.57 final ratio, 255/70R22.5H tires, and 50 gallon aluminum fuel tank (THF)

Standard Equipment Summary

Code	Description
25J	Tray top with tilt up back center seat
Brakes	
NF8	Butterfly valve type, air controlled
Z06	Full air dual circuit, s-cam, drum
JE5	Brake system power antilock
PS7	Heated air dryer
B3A	In wheel air brake parking brake
BCU	Automatic slack adjusters
Air Conditioning	
C60	Air conditioner
Power Windows & Door Locks	
IL0	Yes
Wipers	
C13	2 speed & adjustable intermittent wet arm washer blades
Gauges	
7NY	Multi information display (MID)
UD7	Tachometer
Lights	
TT5	Halogen headlights
81E	Turn signal lamp - front
T87	Cornering lamp
TEL	Side turn signal lamp
U01	Five roof marker lamp
81Y	Interior courtesy light
6SD	Seat belt warning light and chime
Exterior Steering	
N40	Power steering Saginaw st
Interior Steering	
N33	Steering column tilt type
Interior Storage	
EDG	Overhead shelf with doors on driver and passenger sides
JDN	Glove box
7KZ	Cup holder in dash
7XS	Cup holder in center console, large size
Interior Trim	
7FL	Cloth seats
WM3	Full trim, medium charcoal gray
D20	Sun visor driver and passenger
6WX	Vinyl floor cover
IQ6	Floor mats
Mirrors	
DJ6	Black mirror head with black stays
TLR	Cross mirror, passenger side
Glass	

Current report content is based on data as of 2020-04-30 15:35:27. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



SHEALY ISUZU TRUCK SALES

Steven Gardner | 8037710176 Ext. 139 | sgardner@shealytruck.com

City of Columbia FTR MT1 (2020 FTR, MT1 152", 25,950 GVWR. White, FTR Low Pro standard model specifications with power windows, power door locks, air conditioning, 5.57 final ratio, 255/70R22.5H tires, and 50 gallon aluminum fuel tank (THF)

Standard Equipment Summary

Code	Description
8LF	Rear window
A02	Windshield bonded, laminated, and tinted with upper shade band
Doors	
6QL	90 degree door opening, side impact door beams
E29	2 step cab entry
CAB	
CAB	High rigidity single low cab forward (LCF) with 81.5 inch BBC
W71	Rigid mount
11A	Cab color fenders
TL4	Tilt up access panel grille
729	Arc white color
Front Bumper	
VB5	Painted white
Frame	
7KJ	Straight frame, 80,000 PSI, 33.5 wide
6FT	Two front tow hooks
848	Black color
Wheels	
FJZ	22.5" x 8.25"
W20	Arc white color
Rear Springs	
34L	21,000 lbs. capacity
SAS	Multi leaf, bolted
Front Hub Lube	
C5K	Oil bath
Front Stabilizer Bar	
F59	Yes
Front Springs	
34K	12,000 lbs. capacity
SAR	Taper leaf
Accessories	
K05	Engine block heater element
WF3	Two 12V power outlets
6KK	Dual electric horn
8RP	Radio AM/FM/CD with Bluetooth
IX2	Rear body dome lamp switch
Cooling	
500	Radiator heavy duty
Air Compressor	
E1Q	Heavy duty
Air Intake	
KJ3	Vertical air intake, rear cab mounted
GVW Rating	
GZI	25,950 lbs.

Current report content is based on data as of 2020-04-30 15:35:27. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.

Attachment: State Contract# 4400019807_4400019820_Trash Truck w Dump Bodies (5984 : Capital Replacement Vehicle Purchase Requests)



SHEALY ISUZU TRUCK SALES

Steven Gardner | 8037710176 Ext. 139 | sgardner@shealytruck.com

City of Columbia FTR MT1 (2020 FTR, MT1 152", 25,950 GVWR. White, FTR Low Pro standard model specifications with power windows, power door locks, air conditioning, 5.57 final ratio, 255/70R22.5H tires, and 50 gallon aluminum fuel tank (THF)

Optional Equipment

	Code	Description
Model Option		
	G5	White, FTR Low Pro standard model specifications with power windows, power door locks, air conditioning, 5.57 final ratio, 255/70R22.5H tires, and 50 gallon aluminum fuel tank (THF)
Additional Options		
	IY4	Delete radio
	UZF	Back up alarm
	I4H	CAN interface converter
	IH2	Engine emergency shutdown system HWT, LWL, LOP
	IY9	Engine idle shutdown (timer set at 3 minutes for engine shutdown)
	I9A	Engine idle shutdown (timer set at 5 minutes for engine shutdown)
	IL9	PTO enable switch and engine idle up switch recommended for PTO and idle applications only
	I4K	Keyless entry system including two keypads as standard
	I6K	Lockable DEF fill cap
	I1L	Speed limited to 58 MPH
	I2L	Speed limited to 65 MPH
	I4L	Speed limited to 70 MPH
	I3L	Speed limited to 68 MPH
	I5L	Locking DEF cap (all keyed alike on multiple chassis ordered together)
	I7L	High visibility seat belt (red color, driver seat only)
	I8L	High visibility seat belt (red color, driver and RH passenger seat)
	I0M	Cold weather package (block heater and heated fuel filter)
	I2Q	96" wide heated mirrors (flat & convex)
	I3Q	96" wide heated remote mirrors (heated flat & convex, remote flat only)
	I4Q	102" wide standard mirror heads
	I5Q	102" wide heated mirrors (flat & convex)
	I6Q	102" wide heated remote mirrors (heated flat & convex, remote flat only)
	I8P	Fire extinguisher (5 lbs) and triangle kit
	IF6	Fire extinguisher (2.5 lbs) and triangle kit
	V22	Chrome grille
	I1V	Audio System with 7" diagonal color touch screen
	I2V	Audio System with 7" diagonal color touch-screen with backup camera (camera shipped loose)
	IV8	Seat Covers standard cab
	I7V	Aluminum wheels: 4 aluminum wheels + 2 steel rear

Current report content is based on data as of 2020-04-30 15:35:27. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



SHEALY ISUZU TRUCK SALES

Steven Gardner | 8037710176 Ext. 139 | sgardner@shealytruck.com

City of Columbia FTR MT1 (2020 FTR, MT1 152", 25,950 GVWR. White, FTR Low Pro standard model specifications with power windows, power door locks, air conditioning, 5.57 final ratio, 255/70R22.5H tires, and 50 gallon aluminum fuel tank (THF)

Optional Equipment

	Code	Description
		inner wheels
	I8V	Aluminum wheels: 6 aluminum wheels
	I5W	Engine oil pan heater with receptacle (125V 300W)
	I3W	Cold weather package (includes block heater with receptacle and heated fuel filter)
	I3V	Cold weather package (includes block heater and heated fuel filter with oil pan heater and receptacle)
	I4V	Forward collision and lane departure warning (Mobileye)
	I3Z	Spare keys (2 additional, 4 keys in total)
Extended Warranty		
	WSS	60 months / 200,000 miles

Current report content is based on data as of 2020-04-30 15:35:27. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.

Attachment: State Contract# 4400019807_4400019820_Trash Truck w Dump Bodies (5984 : Capital Replacement Vehicle Purchase Requests)

DeAna Reed-Sherpe, Procurement Manager
 Phone: (803)896-6389
 Email: drsharp@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 6
 Date: 11/1/2019

PU-5: Truck, Pickup, 4x4, 1/2 Ton, Crew Cab, Flex Fuel

<u>Contract Number:</u>	4400020086	<u>Contractor:</u>	Vic Bailey Ford, Inc.
<u>Initial Contract Term:</u>	12/4/2018 10/31/2019	<u>Address:</u>	PO Box 3568 Spartanburg, SC 29304
<u>Contract Rollover Dates:</u>	11/1/2019 10/31/2020	<u>Vendor #:</u>	7000079092
<u>Order Cutoff Date:</u>	4/1/2020	<u>Contact:</u>	David Vetter
<u>Model:</u>	Ford F150 Super Crew Model W1E	<u>Email:</u>	dvetter@vicbaileyauto.com
<u>Commodity Code:</u>	07202	<u>Telephone:</u>	864-585-3600
<u>Delivery Days ARO:</u>	90	<u>Fax:</u>	864-594-6802

BASE PRICE \$31,668.00

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

Auxiliary Power Outlet	Factory Standard
Bluetooth/Hands Free Calling	\$426.00
Larger Bed/Cargo Box	\$320.00
Larger Differential Ratio	\$52.00
Securable Folding Bedcover (Hard Surface)	\$1,008.00
Spray-In Bedliner	\$450.00

Optional Deductions

Auxiliary Power Connection-DNR	\$195.00
Deduct to 4x2	\$2,544.00
Deduct from Positive Traction/Limited Slip	\$336.00
Vehicle Delivery Fee	\$20.00
Power Door Locks & Windows	\$935.00
Privacy Glass-Return to Factory Tint	\$256.00
Winch - Standard State Spec	\$1,706.00

Delivery Information

Distance from Dealership to SFM Delivery Point	10
Delivery price per mile in excess of the miles above	\$2.00

Return to Index

Handwritten calculations and notes:

$$\begin{array}{r}
 31668 \text{ } ^{00} \\
 426 \text{ } ^{00} \\
 \hline
 52 \text{ } ^{00} \\
 1008 \text{ } ^{00} \\
 450 \text{ } ^{00} \\
 \hline
 \$33,604 \text{ } ^{00} \\
 500 \text{ } ^{00} \text{ tax} \\
 \hline
 \$34,104 \text{ } ^{00}
 \end{array}$$

① Color - Race Red

3-6-2020
 D. Knock

Attachment: Fire F150 & Expedition (5984 : Capital Replacement Vehicle Purchase Requests)

Kelly Coblan, Procurement Manager
Phone: (803)737-5473
Email: kcoblan@mms.sc.gov

Materials Management Office
1201 Main Street, Suite 600
Columbia, South Carolina 29201

Date: 11/1/2019

SUV-4: Gasoline, Full Size Utility, 4x2 w/4x4 Add Option

<u>Contract Number:</u>	4400022512	<u>Contractor:</u>	Vic Bailey Ford
<u>Initial Contract Term:</u>	11/1/2019 - 10/31/2020	<u>Address:</u>	PO BOX 461 Drayton, SC. 29304
<u>Contract Rollover Dates:</u>	TBD TBD	<u>Vendor #:</u>	7000079092
<u>Order Cutoff Date:</u>	TBD	<u>Contact:</u>	David Vetter
<u>Model:</u>	Ford Expedition 4x2 XL SSV/ U1F	<u>Email:</u>	dvetter@vicbaileyauto.com
<u>Commodity Code:</u>	07180	<u>Telephone:</u>	864-594-6802
<u>Delivery Days ARO:</u>	90	<u>Fax:</u>	N/A

BASE PRICE **\$35,061.00**

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

3rd Row Seating	\$847.00
4x2 to 4x4 (state standard spec.)	\$2,929.00
Auxiliary Power Connection (state standard spec.)	\$170.00
Bluetooth/ Hands Free Calling	Standard
Privacy Glass	Standard
Tow Package (State Standard Spec)	Standard
**Class IV Towing Standard	
Vinyl to Carpet	\$1,628.00
Vinyl to Cloth Seating	\$114.00

Optional Deductions

Amount of Base Price Allocated to Delivery to SFM	\$20.00
---	---------

Delivery Information

Delivery Distance Included in Delivery Fee	10 Miles
Price Per Mile Contractor May Charge	\$2.00

\$ 35,061.00
 847.00
 170.00

 \$ 36,078.00
 500.00 + tax

 \$ 36,578.00

(1)

Color - Race Red

3-6-2020
OK

Return to Index

Attachment: Fire F150 & Expedition (5984 : Capital Replacement Vehicle Purchase Requests)

WEST CHATHAM-LEXINGTON

131 Brookside Parkway Lexington, SC 29072
 PHONE: (803)520-6637 FAX: (803)520-7292

Quote

PAYMENT REMITTANCE:

2208 Gamble Rd Savannah, GA 31405
 PHONE: (912) 234-2600

Customer No.: COLUMBIACITY
 Quote No.: 7342

Quote To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

Ship To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

Date	Ship Via	F.O.B.	Terms	
05/19/20	INSTALL	Origin	Net 30	
Purchase Order Number		Sales Person	Quote Expires	
		DENISE STEWART	06/18/20	
Quantity	Item Number	Description	Unit Price	Amount

		FIRE FORD EXPEDITION FIRE # 6 WITH LIGHTBAR QUOTE IS PER EACH***** UNIT #6 WITH CONSOLE THESE FORDS WILL HAVE NO BUMPER*****		
1	WHE-GB2SP3	54" WHELEN LEGACY DUO *RED WHITE FRONT*	1695.00	1695.00
2	SOU-ENT2B3R	RED AMBER REAR- FULL FLOOD INTERSECTOR UNDER MIRROR RED	130.00	260.00
1	WHE-HHS4207	SURFACE MT LIGHT SIREN AMP WITH 21 PUSH BUTTONS AND SLIDE CONTROLLER	509.40	509.40
2	WHE-SA315P	CANCTL7/WECAN PORT NOT FOR USE W/CANEM16 Speaker 100 watt	130.00	260.00
2	WHE-SAK1	mt brkt (sak*) not included SA315 Mt Kit Universal	0.00	0.00
4	WHE-TL12D	ION T-SERIES LINEAR DUO R/W 2 FOG AREA 2 FLUSH BY TAG	94.00	376.00
8	WHE-WIONR	WIDE ANGLE ION RED 4 GRILLE	84.00	672.00
1	WHE-D860200	4 SIDE WINDOWS 2 EACH SIDE DOMINATOR 8 SUPER-LED 6R/2A REAR 6 RED/2 AMBER	375.00	375.00
1	WHE-DBKT4	DOMINATOR ANGLE MOUNT BKT	14.40	14.40
1	HAV-C-VS-3000-EXPD-1	VSconsole for 18-20 Ford Expedition SSV only 30" long	694.34	694.34

Thank You

WEST CHATHAM-LEXINGTON

131 Brookside Parkway Lexington, SC 29072
 PHONE: (803)520-6637 FAX: (803)520-7292

Quote

PAYMENT REMITTANCE:

2208 Gamble Rd Savannah, GA 31405
 PHONE: (912) 234-2600

Customer No.: COLUMBIACITY

Quote No.: 7342

Quote To: **CITY OF COLUMBIA**
FLEET SERVICES
 2910 COLONIAL DRIVE
 COLUMBIA, SC 29203

Ship To: **CITY OF COLUMBIA**
FLEET SERVICES
 2910 COLONIAL DRIVE
 COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

Date	Ship Via	F.O.B.	Terms	
05/19/20	INSTALL	Origin	Net 30	
Purchase Order Number		Sales Person		Quote Expires
		DENISE STEWART		06/18/20
Quantity	Item Number	Description	Unit Price	Amount
		12.5 wide body style		
1	HAV-C-CUP2-I-A08	6 DEGREE ANGLED CUPHOLDER	31.79	31.79
1	HAV-C-ARM-102	ARMREST EXT SIDE MT ADJ HGT	52.23	52.23
1	HAV-C-LP-3	2 Plate w/Three 12VDC Lighter Outlets	33.31	33.31
1	HAV-C-HDM-204	Pole only, Telescoping devic mt base, Heavy duty mt. SIDE CONSOLE MOUNT	127.94	127.94
1	HAV-C-MD-112	11" SLIDE OUT SWING ARM	238.39	238.39
1	HAV-DS-DELL 602	DOCK FOR DELL LATITUDE 12 RUGGED TABLET WITH POWER SUPPLY	529.35	529.35
2	HAV-C-MCB	Console Mic Clip Bracket INCLUDES MC	10.60	21.20
2	HAV-C-MC	Console Mic Clip	8.33	16.66
1	HAV-CG-X	CHARGE GUARD AUTO SHUT-OFF TIMER	71.38	71.38
1	MAX-M84434RW	6" 24 LED RED/WHT DOME LIGHT W 3 POSITION SWITCH MOUNTED ON REAR HATCH	55.95	55.95
2	WHE-TL-MIR	ION MINI T SERIES SURFACE MOUNT LIGHTS ON REAR HATCH LIGHTS WHEN UP	75.00	150.00
2.000		LABOR TO INSTALL CUST PROVIDED 2 RADIOS	225.00	450.00
1.000		LABOR TO INSTALL EMERGENCY EQUIPMENT WITH HAVIS DOC	1250.00	1250.00
1		EXTENDED FULL SLIDE	6097.00	6097.00

Thank You

WEST CHATHAM-LEXINGTON

131 Brookside Parkway Lexington, SC 29072
 PHONE: (803)520-6637 FAX: (803)520-7292

Quote

PAYMENT REMITTANCE:

2208 Gamble Rd Savannah, GA 31405
 PHONE: (912) 234-2600

Customer No.: COLUMBIACITY

Quote No.: 7342

Quote To: **CITY OF COLUMBIA**
FLEET SERVICES
 2910 COLONIAL DRIVE
 COLUMBIA, SC 29203

Ship To: **CITY OF COLUMBIA**
FLEET SERVICES
 2910 COLONIAL DRIVE
 COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

Date	Ship Via	F.O.B.	Terms	
05/19/20	INSTALL	Origin	Net 30	
Purchase Order Number	Sales Person		Quote Expires	
	DENISE STEWART		06/18/20	
Quantity	Item Number	Description	Unit Price	Amount

		OUT UNIT 37" 48X37		
		EBL-1037 WITH FREIGHT		
1.000		LABOR TO INSTALL	275.00	275.00
		AND SECURE EXTENDEBED		
1		KUSSMAUL ON BOARD	795.00	795.00
		CHARGER WITH AUTO EJECT		
		50-75-1102		
		KUSSMAUL SHIPPING		50.00
1.000		EXTAR LABOR TO WIRE	125.00	125.00
		AND INSTALL		
		KUSSMAUL W/AUTO EJECT		

Quote subtotal	15226.34
Sales tax @ 2.00000%	262.53
Sales tax @ 6.00000%	787.58
Quote total	16276.45

Attachment: Fire F150 & Expedition (5984 : Capital Replacement Vehicle Purchase Requests)

Thank You

WEST CHATHAM-LEXINGTON

131 Brookside Parkway Lexington, SC 29072
 PHONE: (803)520-6637 FAX: (803)520-7292

Quote

PAYMENT REMITTANCE:

2208 Gamble Rd Savannah, GA 31405
 PHONE: (912) 234-2600

Customer No.: COLUMBIACITY

Quote No.: 7346

Quote To: **CITY OF COLUMBIA**
 FLEET SERVICES
 2910 COLONIAL DRIVE
 COLUMBIA, SC 29203

Ship To: **CITY OF COLUMBIA**
 FLEET SERVICES
 2910 COLONIAL DRIVE
 COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

Date	Ship Via	F.O.B.	Terms	
05/22/20	INSTALL	Origin	Net 30	
Purchase Order Number		Sales Person		Quote Expires
		DENISE STEWART		06/21/20
Quantity	Item Number	Description	Unit Price	Amount

FIRE FORD F150
 WITH LIGHTBAR
 QUOTE IS PER EACH*****

WITH CONSOLE
 WILL COME WITH
 WINCH BUMPER

1	WHE-GB2SP3	54" WHELEN LEGACY DUO *RED WHITE FRONT* RED AMBER REAR- FULL FLOOD	1695.00	1695.00
2	SOU-ENT2B3R	INTERSECTOR UNDER MIRROR RED SURFACE MT LIGHT	130.00	260.00
1	WHE-HHS4207	SIREN AMP WITH 21 PUSH BUTTONS AND SLIDE CONTROLLER CANCTL7/WECAN PORT NOT FOR USE W/CANEM16	509.40	509.40
2	WHE-SA315P	Speaker 100 watt mt brkt (sak*) not included	130.00	260.00
2	WHE-SAK1	SA315 Mt Kit Universal	0.00	0.00
4	WHE-TLJ2D	ION T-SERIES LINEAR DUO R/W 2 FLUSH SIDES OF BUMPER/2 GRILL AREA	94.00	376.00
4	WHE-WIONR	WIDE ANGLE ION RED 4 SIDE WINDOWS	84.00	336.00
1	WHE-D860200	DOMINATOR 8 SUPER-LED 6R/2A 6 RED/2 AMBER REAR WINDOW	375.00	375.00

Thank You

WEST CHATHAM-LEXINGTON

131 Brookside Parkway Lexington, SC 29072
 PHONE: (803)520-6637 FAX: (803)520-7292

Quote

PAYMENT REMITTANCE:

2208 Gamble Rd Savannah, GA 31405

PHONE: (912) 234-2800

Customer No.: COLUMBIACITY

Quote No.: 7346

Quote To: **CITY OF COLUMBIA**
 FLEET SERVICES
 2910 COLONIAL DRIVE
 COLUMBIA, SC 29203

Ship To: **CITY OF COLUMBIA**
 FLEET SERVICES
 2910 COLONIAL DRIVE
 COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

Date	Ship Via	F.O.B.	Terms	
05/22/20	INSTALL	Origin	Net 30	
Purchase Order Number		Sales Person		Quote Expires
		DENISE STEWART		06/21/20
Quantity	Item Number	Description	Unit Price	Amount
1	WHE-DBKT4	DOMINATOR ANGLE MOUNT BKT	14.40	14.40
2	WHE-VTX609D	VERTEX SPLIT RED/WHITE REVERSE	70.80	141.60
2	WHE-VTX609R	VERTEX RED TAIL	67.80	135.60
1	HAV-C-VS-3000-F150-1	17-19 F250 plus super duty, 450-550 cab and chassis, 15-19 F150 XL and XLT, 30" long countour to the dash, only use c-arm-102 cup2-l-a06, c-pm-122 printer mnt ***only ships motor freight***	694.34	694.34
1	HAV-C-CUP2-I-A06	6 DEGREE ANGLED CUPHOLDER	31.79	31.79
1	HAV-C-ARM-102	ARMREST EXT SIDE MT ADJ HGT	52.23	52.23
1	HAV-C-LP-3	2 Plate w/Three 12VDC Lighter Outlets	33.31	33.31
1	HAV-C-HDM-204	Pole only, Telescoping devic mt base, Heavy duty mt. SIDE CONSOLE MOUNT	127.94	127.94
1	HAV-C-MD-112	11" SLIDE OUT SWING ARM	238.39	238.39
1	HAV-DS-DELL-602	DOCK FOR DELL LATITUDE 12 RUGGED TABLET WITH POWER SUPPLY	529.35	529.35
2	HAV-C-MCB	Console Mic Clip Bracket INCLUDES MC	10.60	21.20
2	HAV-C-MC	Console Mic Clip	8.33	16.66
1	HAV-CG-X	CHARGE GUARD	71.38	71.38

Thank You

WEST CHATHAM-LEXINGTON

131 Brookside Parkway Lexington, SC 29072
 PHONE: (803)520-6637 FAX: (803)520-7292

Quote

PAYMENT REMITTANCE:

2208 Gamble Rd Savannah, GA 31405
 PHONE: (912) 234-2600

Customer No.: COLUMBIACITY

Quote No.: 7346

Quote To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

Ship To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

Date	Ship Via	F.O.B.	Terms	
05/22/20	INSTALL	Origin	Net 30	
Purchase Order Number		Sales Person		Quote Expires
		DENISE STEWART		06/21/20
Quantity	Item Number	Description	Unit Price	Amount

		AUTO SHUT-OFF TIMER		
2.000		LABOR TO INSTALL CUST PROVIDED 2 RADIO	225.00	450.00
1.000		LABOR TO INSTALL EMERGENCY EQUIPMENT WITH HAVIS DOC	1250.00	1250.00
1		100 % CARGOGLIDE PULL OUT BEDSLIDE CG1500XL 100 EXTENSION HD	2360.00	2360.00
1.000		LABOR TO INSTALL AND SECURE BEDSLIDE	175.00	175.00
		MOTOR FREIGHT FOR HAVIS 3000 CONSOLE		150.00

Quote subtotal	10304.59
Sales tax @ 2.00000%	168.59
Sales tax @ 6.00000%	505.78
Quote total	10978.96

Thank You

WEST CHATHAM-LEXINGTON

131 Brookside Parkway Lexington, SC 29072
 PHONE: (803)520-6637 FAX: (803)520-7292

Quote

PAYMENT REMITTANCE:

2208 Gamble Rd Savannah, GA 31405
 PHONE: (912) 234 2600

Customer No.: COLUMBIACITY

Quote No.: 7345

Quote To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

Ship To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

Date	Ship Via	F.O.B.	Terms	
05/22/20	INSTALL	Origin	Net 30	
Purchase Order Number	Sales Person		Quote Expires	
	DENISE STEWART		06/21/20	
Quantity	Item Number	Description	Unit Price	Amount

		FIRE FORD EXPEDITION WITH LIGHTBAR/NO CONSOLE NO EXTENDO BED***** NO CONSOLE THESE FORDS WILL HAVE NO BUMPER*****		
1	WHE-GB2SP3	54" WHELEN LEGACY DUO *RED WHITE FRONT*	1695.00	1695.00
2	SOU-ENT2B3R	RED AMBER REAR- FULL FLOOD INTERSECTOR UNDER MIRROR RED SURFACE MT LIGHT CUSTOMER WILL SUPPLY MOTOROLA HANDHELD RADIO/SIREN UNIT	130.00	260.00
2	WHE-SA315P	Speaker 100 watt mt brkt (sak*) not included	130.00	260.00
2	WHE-SAK1	SA315 Mt Kit Universal	0.00	0.00
4	WHE-TL12D	ION T-SERIES LINEAR DUO R/W 2 FOG AREA 2 FLUSH BY TAG	94.00	376.00
8	WHE-WIONR	WIDE ANGLE ION RED 4 GRILLE 4 SIDE WINDOWS 2 EACH SIDE	84.00	672.00
1	WHE-D860200	DOMINATOR 8 SUPER-LED 6R/2A REAR 6 RED/2 AMBER	375.00	375.00
1	WHE-DBKT4	DOMINATOR ANGLE MOUNT BKT	14.40	14.40
		ORDER WITH OEM CONSOLE		
1	HAV-PKG-PSM-309	PKG-PSM-309 Prem Compt Mt 97-17 Expedition (HDM-109,	475.34	475.34

Thank You

WEST CHATHAM-LEXINGTON

131 Brookside Parkway Lexington, SC 29072
 PHONE: (803)520-6637 FAX: (803)520-7292

Quote

PAYMENT REMITTANCE:

2208 Gamble Rd Savannah, GA 31405

PHONE: (912) 234-2600

Customer No.: COLUMBIACITY

Quote No.: 7345

Quote To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

Ship To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

Date	Ship Via	F.O.B.	Terms	
05/22/20	INSTALL	Origin	Net 30	
Purchase Order Number	Sales Person		Quote Expires	
	DENISE STEWART		06/21/20	
Quantity	Item Number	Description	Unit Price	Amount

		HDM-401,HDM-202, MD-112)		
		CUSTOMER WILL		
		ORDER IPAD MOUNT		
1	HAV-C-MCB	Console Mic Clip Bracket	10.60	10.60
1	HAV-C-MC	Console Mic Clip	8.33	8.33
1	HAV-CG-X	CHARGE GUARD	71.38	71.38
		AUTO SHUT-OFF TIMER		
1	MAX-M84434RW	6" 24 LED RED/WHT DOME LIGHT	55.95	55.95
		W 3 POSITION SWITCH		
		MOUNTED ON REAR HATCH		
2	WHE-TLMIR	ION MINI T SERIES SURFACE	75.00	150.00
		MOUNT LIGHTS ON REAR HATCH		
		LIGHTS WHEN UP		
1	STR-75812	STINGER DS LED	115.00	115.00
		12V DC		
		MOUNT IN THE REAR		
1.000		LABOR TO INSTALL	1395.00	1395.00
		EMERGE CNY EQUIPMENT		
		WITH HAVIS DOC/CUST RADIO		
		RADIO IS HANDHELD		
		UNIT WITH INTEGRATED		
		SIREN		

Quote subtotal	5934.00
Sales tax @ 2.00000%	90.78
Sales tax @ 6.00000%	272.34
Quote total	6297.12

Thank You



Lee Transport Equipment, Inc.
 1300 Bluff Road
 P.O. Box 26
 Columbia SC 29202
 Phone: (803) 799-7860
 Fax: (803) 765-0535
 www.leetransport.net

QUOTE

Quote ID: Q10254

Quote Date: 5/22/2020

Quote Valid Until: 6/21/2020

Page 1 of 1

Customer: 30730

COLUMBIA FIRE DEPARTMENT
 1800 LAUREL STREET

COLUMBIA, SC 29201

Contact:

Phone:

Fax:

Salesperson: Dylan Taylor

Part Number	Description	Quantity	Unit Price	Amount
33600	Winch Go-Ind Mount Plt Mid-Frame	1 EA	\$145.00	\$145.00
33617B	2020 FORD EXPEDITION GG	1 EA	\$625.00	\$625.00
Sub Total:				\$770.00
Discount:				
Sales Tax:				\$61.60
Grand Total:				\$831.60

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. Number:	

* Labor and installation is included in all pricing.

* Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.

* Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.

Notes:

<%MailMergeDescription/%>

Attachment: Fire F150 & Expedition (5984 : Capital Replacement Vehicle Purchase Requests)



LOVE Chevrolet Company

Donald Shumpert | 803-518-1989 | dshumpert@loveauto.com

9.d

City of Columbia

Vehicle: [Fleet] 2020 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL



State Contract # 4400019850

\$ 17,678⁰⁰

X 4

\$ 70,712⁰⁰ plus tax

Attachment: 2020 Malibu (5984 : Capital Replacement Vehicle Purchase Requests)

Ellicia Thompson, Procurement Manager
 Phone: (803) 737-0687
 Email: ethompson@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 6
 Date: 11/1/2019

Sedan-4G: Sedan, Intermediate, 4-Door, 5-Passenger, Gasoline

<u>Contract Number:</u>	4400019850	<u>Contractor:</u>	Love Chevrolet Company
<u>Initial Contract Term:</u>	11/1/18 – 10/31/19	<u>Address:</u>	100 Parkridge Dr Columbia, SC 29212
<u>Contract Rollover Dates:</u>	11/1/19 – 10/31/20	<u>Vendor #:</u>	7000044959
<u>Order Cutoff Date:</u>		<u>Contact:</u>	Donna Casey
<u>Model:</u>	Chevrolet Malibu – 1FL	<u>Email:</u>	governmentsales@loveauto.com
<u>Commodity Code:</u>	07104	<u>Telephone:</u>	(803) 794 – 9004
<u>Delivery:</u>	90 days ARO	<u>Fax:</u>	(803) 926 – 7467

BASE PRICE = \$17,678.00

* Click on the link above for an itemized listing of items included in the base price.

Optional Additions

Vehicle Backup Camera System Factory Standard
 Bluetooth/Hands Free Calling Factory Standard

Optional Deductions

Delivery Fee (per vehicle) \$ 15.00
Non-State Agencies ONLY

Delivery Information

Distance from Dealership to SFM Delivery Point 9 miles
 Delivery price per mile in excess of 9 miles \$ 1.67
Non-State Agencies ONLY

[Return to Index](#)



LOVE Chevrolet Company

Donald Shumpert | 803-518-1989 | dshumpert@loveauto.com

9.d

Vehicle: [Fleet] 2020 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✓ Complete)

Window Sticker

SUMMARY

[Fleet] 2020 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL

MSRP:\$23,220.

Interior:Dark Atmosphere/ Medium Ash Gray, Premium cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 1.5L turbo DOHC 4-cylinder DI

Transmission, Continuously Variable (CVT)

OPTIONS

CODE	MODEL	MSRP
1ZC69	[Fleet] 2020 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL	\$23,220.
OPTIONS		
1FL	LS Preferred Equipment Group	\$0.
A51	Seats, front bucket	\$0.
FE9	Emissions, Federal requirements	\$0.
GAZ	Summit White	\$0.
H1H	Dark Atmosphere/ Medium Ash Gray, Premium cloth seat trim	\$0.
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo.	\$0.
LFV	Engine, 1.5L turbo DOHC 4-cylinder DI	\$0.
MRG	Transmission, Continuously Variable (CVT)	\$0.
R9Y	Fleet Free Maintenance Credit	(\$33.7
VQ2	Fleet processing option	\$0.
SUBTOTAL		\$23,186.
Adjustments Total		\$0.
Destination Charge		\$875.
TOTAL PRICE		\$24,061.

FUEL ECONOMY

Est City:29 MPG

Est Highway:36 MPG

Est Highway Cruising Range:568.80 mi

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

Data Version: 10662. Data Updated: Mar 31, 2020 10:55:00 PM PDT.

Chevrolet Malibu Mid-Size Sedan**State Contract #4400019850****LOVE Chevrolet Company****803-794-9004**governmentsales@loveauto.com

Base Price -	\$17678.00
Adds –	
Auxiliary Power Connection -	\$135.00
8-Way Drivers Seat -	\$395.00
Deep Tint Glass (Aftermarket 3M Film) -	\$225.00
Interior Protection Package	
-Includes All Weather Floor Mats and Cargo Mat	
-Front and Rear Splash Guards -	\$345.00
Convenience Package One	
-Includes Remote Start and Cargo Net -	\$370.00
Portable Media Connectivity Package -	\$115.00
Front Tag Bracket -	\$40.00
LT Package -	\$1990.00
Premier Package -	\$7708.00
Hybrid Package -	\$7425.00

Other options and packages available upon request. Please call for details.

Standard Colors – Black, White, Silver Ice Metallic, Nightfall Metallic, Blue Velvet Metallic

Attachment: 2020 Malibu (5984 : Capital Replacement Vehicle Purchase Requests)

Shealy Truck Center

☐ P.O. Box 12027
 Columbia, SC 29211
 (800) 951-8580
 FX: (803) 771-4879

☐ P.O.Box 940
 SC 29334
 4914
 (864) 968-1171

Duncan,
 (800) 951-
 FX:



Purchase Order

Order No. CoCFTR10YD**NEW**Date: May 5, 2020

Shealy Truck Center
 "Quality Without Compromise"

The undersigned purchaser hereby offers to purchase from you, the Seller, for the state price, the truck(s) described below.

SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE FACE AND REVERSE SIDE HEREOF:

<u>DESCRIPTION</u>					<u>UNIT PRICE:</u>
QTY.	YEAR	MAKE	MODEL	TRUCK SERIAL #	
1	2020	Isuzu	FTR	TBD	\$ 66,429.94
					(INCLUDING FRET IF NEW)
<u>SPECIAL EQUIPMENT</u> (INCLUDING FRET IF NEW)					
Body - Tomcat 10 yard refuse body					\$ 72,218.32
Body Swap/Installation Fee					\$ 0.00
Extended Warranty (Gas 5yr/125k or Diesel 5yr/200k) Allison & Dana 5 yr included					\$ 1,966.00
Sourcewell partnership No. 081716					\$ 0.00
SC Sales Tax not collected by Shealy Truck Center:Dealer transfer via Sourcewell					\$ 0.00

DELIVERY TO BE MADE AT THE FOLLOWING ADDRESS:**APPROXIMATE DELIVERY DATE:****TRADE IN:**

MAKE	MODEL	VIN	<u>AMOUNT</u>
			\$
			\$

TOTAL : \$ 140,614.26

STATE TAX \$ 0.00

FREIGHT AND HANDLING 0.00

TRADE-IN \$ 0.00

DEPOSIT \$ 0.00

FINAL TOTAL \$ 140,614.26

COMPANY NAME

Steven Gardner

(Sales Representative)

(General Manager)

Warranties .THE DISTRUBUTOR AND THE MANUFACTURER MAKE NO WARRANTIES AS TO SAID VEHICLES(S). EXPRESS OR IMPLIED BY LAW, EXCEPT THE MANUFACTURER'S STANDARD VEHICLE WARRANTY, A COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER AND WHICH IS INCORPORATED HEREIN BY REFERENCE. THE DISTRIBUTOR AND THE MANUFACTURERE SPECIFICALLY DISCLAMAND IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABLITIY FOR CONSEQUENTIAL DAMAGES.

UNLESS OTHERWISE STATED, THIS VEHICLE IS SOLD AS IS WITH NO WARRANTY EITHER EXPRESSED OR IMPLIED.

CUSTOMER SIGNATURE

DATE

Attachment: 10yd Refuse Truck (5984 : Capital Replacement Vehicle Purchase Requests)

Terms and Conditions

ACCEPTANCE BY DISTRIBUTOR. Once the Purchase Order is executed by Purchaser and tendered for acceptance by Distributor, it will be binding only upon the execution hereof by Distributor

FINANCING THROUGH DISTRIBUTOR. In the event that Distributor provides financing to Purchaser or arranges for financing, purchaser acknowledges that this Purchase Order shall constitute the sole agreement between the parties with respect to the vehicle(s) purchased and the terms and conditions of sale. The {total} of the repayment of any financing shall be included within the documents to be executed in connection with such financing and are not made a part of this Purchase Order except as specifically stated therein.

WARRANTY BY PURCHASER. In the event that Purchaser has traded in one or more vehicles in connection with this purchase, Purchaser warrants that such vehicles are free and clear of all liens and/or encumbrances of any nature whatsoever and that Purchaser has good and marketable title to the vehicle(s) at the time of delivery thereof to distributor. Such vehicle(s) is to be delivered to the Distributor in the same condition and appearance in which it was when first inspected by the distributor or its agents or employees. The Distributor, upon the tender of delivery of such trade-in vehicle(s), shall have the right once again to inspect such vehicle(s), and the distributor shall be the sole judge as to its condition, with the right to accept or reject said trade-in vehicle(s) at its option. If such trade-in vehicle(s) is not in a condition and appearance as that existing when first inspected by the Distributor, the distributor shall have the right to revalue the amount of allowance offered for such trade-in vehicle(s), and the total cash purchase price shall be increased accordingly. The Purchaser agrees that the amount of the allowances made upon such trade-in vehicles(s), if any, is to be applied by the Distributor as part payment on the purchase price of the purchased vehicle(s).

LIMITATION ON LIABILITY. The Distributor shall not be held responsible for any loss, damage, detention, delay or failure to deliver resulting from any cause which is unavoidable or beyond its reasonable control, including, but not limited to, fire, flood, natural disaster, strike or labor disturbance, accident, vandalism, riot, insurrection, war any order, decree, law or regulation of any court, government or governmental agency, shortage of materials, demand in excess of available supply, failure or interruption of normal transportation or power facilities; AND IN NO EVENT SHALL THE DISTRIBUTOR BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME. Receipt of said vehicle(s) by the Purchaser upon delivery shall constitute a waiver of all claims for loss or damage due to delay. In executing this Purchase Order, Purchaser understands that the projected date is based, in part, upon circumstances outside of Distributor's control and is based on a good faith estimate as to such events.

TITLE RETENTION. Until such time as the Distributor has received, in full, the entire cash price for the purchased vehicle(s), all title(s) shall remain with Distributor and shall not pass to Purchaser until full payment and, to the extent not inconsistent, Distributor shall retain a security interest in such purchased vehicle(s) equal to the unpaid cash price for said vehicle(s).

DEFAULT BY PURCHASER. In the event that the Purchaser shall fail to accept delivery of the vehicle(s) for any reason whatsoever (THIS BEING A NON-CANCELLABLE CONTRACT), Distributor shall have all remedies available at law or in equity including, without limitation, the following remedies:

A. Retention of all deposits and down payments paid. Distributor, at its option, may regard the retention of all deposits and down payments paid as liquidated damages (and not as a penalty). Distributor shall be deemed to have retained such deposits and/or down payments as liquidated damages only if so designated by it in its sole discretion.

B. Distributor shall have the right to seek collection of the remaining balance due from Purchaser and/or damages suffered by Distributor as a result of Purchaser's default. Purchaser irrevocably consents to jurisdiction within all of the Circuit Courts for the State of South Carolina for the purpose of litigation involving the failure of Purchaser to perform its obligations hereunder.

C. In the event that Distributor retains the services of an attorney to represent it in connection with a default by the Purchaser, Purchaser shall be liable for all such attorney's fees and costs, whether or not litigation is entered against Purchaser. Purchaser authorizes any court of jurisdiction to enter against it and in favor of Distributor, an award for Distributor's attorneys' fees and costs.

D. In the event that Purchaser has possession of said purchased vehicle(s), Distributor may take immediate possession of said vehicle(s) without demand or further notice, and Purchaser shall make said vehicle(s) available to Distributor, at Distributor's option, at a reasonably convenient place designated by Distributor. To such end, Purchaser does hereby authorize and empower the Distributor, its agents, servants or employees, to enter upon the premises wherever said vehicle(s) may be and remove the same; the Purchaser hereby expressly waives any action or right of action of any kind whatsoever against the Distributor, its agents, servants or employees because of the removal, repossession or retention of said vehicle(s) or otherwise.

PURCHASER UNDERSTANDS THAT ITS ORDER OF THE PURCHASED VEHICLE(S) MAY INCLUDE SPECIAL ORDER ITEMS NOT REGULARLY PROVIDED FOR SAID VEHICLE(S). IN SUCH EVENTS, DISTRIBUTOR WILL INCUR INCREASED COSTS AND EXPENSES WHICH ARE, THEREFORE, RELATED SOLELY TO PURCHASER'S PURCHASE AND FOR WHICH PURCHASER SHALL REMAIN LIABLE IN ALL EVENTS.

INCREASE IN PURCHASER PRICE . Purchaser agrees that if the cost of labor, materials, accessories or other equipment or component parts increases beyond the basis upon which the price set forth herein was established, the distributor at any time before delivery may give the purchaser written notice of such increase in price, and such increased price shall be the new contract price, unless Purchaser, within ten (10) days thereafter, provides Distributor with written notice of cancellation. This is Purchaser's only right of cancellation. Any such increase in the contract price, pursuant to this provision, however, shall not prevent additional increases, if necessary, under the circumstances set forth herein at any time prior to delivery.

TAXES IMPOSED UPON SALE . It is understood and agreed that all taxes now or hereinafter imposed upon the sale of said vehicle(s) to Purchaser shall be paid solely by the Purchaser. Purchaser agrees to remit the cost of said taxes upon demand of Distributor in accordance with applicable law.

EXPENSES OF DISTRIBUTOR. In the event of a breach by Purchaser of any of the terms and conditions of this Purchase Order, the Purchaser shall be liable for all of Distributor's out-of-pocket costs including court costs, expenses and attorneys' fees.

MERGER. It is understood and agreed that this Purchase Order sets the parties' entire agreement with respect to the vehicle(s) to be purchased. All previous communications between Purchaser and Distributor, whether verbal or written, with reference to the purchase of the vehicle(s), are hereby abrogated, and Purchaser may not rely upon any such previous communications. Accordingly, Purchaser acknowledges that this Agreement contains the entire and complete understanding between the parties and that no modification of the Agreement shall be binding upon the Distributor unless such modification is in writing, and is agreed to and

accepted in writing by an authorized officer or agent of the Distributor.



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Engineering Department

FROM: Dana Higgins, Director of Engineering

SUBJECT: Council is asked to approve SCDOT Memorandum of Agreement 39-20 for In-Contract Utility Relocation SCDOT Project ID P029208; City of Columbia waterline relocation due to the construction and improvements along a segment of I-26, as requested by Columbia Water. SCDOT will bear all cost related to the project.

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

South Carolina Department of Transportation (SCDOT) has determined there are conflicts between the City of Columbia's 6-inch and 54-inch water lines within the boundaries of their I-26 Widening and Rehabilitation Design/Build project.

SCDOT is proposing to enter into a utility agreement with the City of Columbia to relocate its water lines due to its construction and improvements along a segment of I-26 between MP 85 Broad River Road and MP 101 HWY 202 located within Richland, Lexington and Newberry Counties. The proposed intersection improvements include roadway widening, interchange improvements, new interchanges and storm drainage. This is a Design/ Build project.

Due to these proposed improvements, it is necessary for the City of Columbia to relocate an estimated 21,000 linear feet of its water line. The City has partial Prior Rights estimated at \$7,860,000 Million and Non-Prior Rights estimated at \$6,030,000 Million. The City's cost is \$0.00 (100%). SCDOT will bear the costs related to relocating all water lines impacted by this project, including, but not limited to, design, engineering, permitting, removal, installation, inspection, materials, and labor costs, up to four and one half percent (4 1/2%) of the original construction bid amount of the project, in accordance with SC Code Section 57-5-880.

Based on the scope of work involved, it is recommended this Agreement be considered for approval. Enclosed you will find SCDOT's Memorandum of Agreement (COC Legal Department Approved) and vicinity map for your review. If approved, the City Managers signature is requested.

The Director of Engineering recommends approval of this Agreement.

ATTACHMENTS:

- Approved MOA 39-20 for I-26 Widening In-Contract (PDF)
- I-26 Proposed Relocations Vicinity Map (PDF)

MEMORANDUM OF AGREEMENT
For In-Contract Utility Relocation
City of Columbia Waterline Relocation
I-26 MM85 to MM101 in Richland, Lexington, and Newberry Counties
SCDOT Project ID P029208

This Agreement is made this _____ day of _____, 2020 by and between the South Carolina Department of Transportation (hereinafter referred to as "SCDOT") and the City of Columbia (hereinafter referred to as "UTILITY") (collectively "the Parties") to ensure the successful completion of the public water and sewer facilities relocation for the below described Project.

This document is to serve as a Memorandum of Agreement as to the specific responsibilities of UTILITY and SCDOT in completing this Project and associated Utility Work.

Section I – Definitions

1. The term "Project" shall refer to SCDOT's Project along I-26 MM85 to MM101 in Richland, Lexington, and Newberry Counties.
2. The term "Utility Work" shall refer to an adjustment necessitated by SCDOT's Project of a public water system or public sewer system facility by removing and reinstalling the facility; a move, rearrangement, or change of the type of existing facilities; necessary safety and protective measures; or the construction of a replacement facility that is both functionally equivalent to, but not including any betterment of, the existing facility that is necessary for the continuous operation of the system's service.
3. The term "Substantial Completion" shall mean, for the purposes of this Agreement, the date on which any portion of the new water and sewer facilities are properly installed, inspected, tested, and placed into service in accordance with UTILITY's plans and specifications.
4. The term "Final Acceptance" shall mean, for the purposes of this Agreement, the date beyond Substantial Completion on which any portion of the new water and sewer facilities has been placed into service; switch-over of services has been completed; old facilities have been disconnected and demolished; record drawings have been submitted by SCDOT's contractor and approved by UTILITY; and SCDOT's contractor has certified the construction and received a permit to operate from SCDHEC.

Section II - Agreements by the Parties

1. The Utility Work shall be included in SCDOT's contract for the construction of the Project.
2. The Utility Work shall be constructed by a contractor approved by UTILITY and licensed and qualified to perform the Utility Work. SCDOT's contractor will either select the contractor to

- perform the Utility Work from **UTILITY**'s list of preferred contractors, or will apply to become qualified by **UTILITY** in order to self-perform.
3. **UTILITY** agrees to review and consider whether construction measures proposed by **SCDOT** or **SCDOT**'s contractor are acceptable in consideration of **UTILITY**'s design criteria, standard material and construction specifications, requirements, and system functionality.
 4. All Utility Work shall be in compliance with all applicable **SCDOT** policies, including **SCDOT**'s Utilities Accommodations Manual – A Policy for Accommodating Utilities on Highway Rights of Way, incorporated herein by reference.
 5. **SCDOT** has no duty to review **UTILITY**'s utilities or components for their quality or adequacy to provide the intended Utility service.
 6. Additional criteria for the Utility Work is included in Attachment A, attached hereto and incorporated herein.

Section III - Funding

1. **SCDOT** shall be responsible for the cost of utility relocations where prior rights exist in accordance with **SCDOT**'s "A Policy for Accommodating Utilities on Highway Rights of Way" and 23 CFR 645A. Additionally, pursuant to Act 36 of 2019, **SCDOT** shall bear all of the relocation costs, including design costs, up to four and one-half percent of the original construction bid amount of the Project minus the costs of the small public water and sewer utility's relocation costs. Since more than one large public water utility or large public sewer utility will be required to relocate due to the Project, the total cost share of up to four and one-half percent will be divided pro rata among the large public water or large public sewer utilities required to relocate.
2. **UTILITY** is responsible for the cost of any betterments and for amounts that exceed the limits set by Act 36 of 2019.
3. The Original Construction Bid Amount for the Project is \$421,000,000.00. Four and one-half percent of this amount is \$18,945,500.00. **SCDOT** must pay all small public water and sewer relocation costs, without limitation, associated with the Project. There are two small Utilities with an estimated total cost of \$2,521,665.00. This amount will be subtracted from the four and one-half percent of the Original Construction Bid Amount. This is the maximum amount **SCDOT** will contribute to non-prior rights Utility Work for large public water and sewer utilities. This amount shall be divided pro rata among two large public water or sewer utilities. The pro ration shall be based on the estimates provided by all eligible large public water or sewer utilities with Utility Work associated with the Project.
4. **UTILITY** estimates the total cost of the Utility Work to be \$14,044,000.00, with such costs to be allocated as follows:
 - a. **SCDOT**'s share is estimated at \$14,044,000.00. This consists of:
 - i. **Prior Rights** estimated at \$7,942,000.00
 - ii. Pro-rated share (100%) of total **Non-Prior Rights** estimated at \$6,103,000.00
 - b. **UTILITY**'s share is estimated at \$0.00

5. Failure by **UTILITY** to meet the contract requirements and construction schedule shall result in **UTILITY** having to bear all relocation costs for non-prior rights sections of the Project and will subject **UTILITY** to liability for Project delays.
6. **SCDOT's** share identified in 4.a. above shall be the maximum amount payable by **SCDOT** for the Utility Work as described by this Agreement.
7. If the Utility Work contains any betterments, work that is not an eligible cost under Act 36, or if the cost exceeds **SCDOT's** maximum contribution, **SCDOT** will invoice **UTILITY** for that amount in two equal installments. The first installment will be invoiced upon contract award and the second will be six months thereafter. **UTILITY** shall remit the invoiced amount to **SCDOT** within 90 days of receipt of the invoice.

Section IV – SCDOT's Responsibilities

1. Include the Utility Work in **SCDOT's** contract for the construction of the Project.
2. **SCDOT** will provide **SCDOT's** Contractor with all documents provided to **SCDOT** by **UTILITY**.
3. Allow **UTILITY** or **UTILITY's** Consulting Engineer and/or Inspector access to the site when the Utility Work is underway.
4. **SCDOT** and **SCDOT's** contractor will allow **UTILITY** unimpeded access to **UTILITY's** facilities in cases of emergencies and for operational and maintenance issues. **UTILITY** will make a good faith effort to inform **SCDOT** and **SCDOT's** contractor of each incident.
5. Provide contractor's pay requests relating to the Utility Work prior to payment and any change orders which affect the cost of the Utility Work.
6. **SCDOT** shall require that the contractor coordinate the sequencing of waterline relocation, testing, and placing into service with **UTILITY** to ensure the existing line remains in service until all tests and approvals are in place and provided to **UTILITY** to place the new line segments into service. At no time during construction shall the existing segments that are being relocated be taken out of service until the new lines are placed into service. This is necessary to avoid interruption of service to customers along the Project route.
7. As a part of the Construction Contract, **SCDOT** will require the contractor performing the Utility Work to obtain and maintain in place for the duration of the Utility Work those insurance policies required by **UTILITY**. Insurance policies shall name **UTILITY** as an additional insured and copies shall be provided to **UTILITY** by contractor.
8. **UTILITY** will include a requirement in the Specifications for the contractor to warranty the improvements for two years after Final Acceptance. As part of the Construction Contract, **SCDOT** will require the contractor to include this in their bid.
9. To the extent permitted by existing South Carolina law and within the public policy limits of the South Carolina Tort Claims Act (SC Code § 15-78-10 *et seq.*), **SCDOT** hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on **SCDOT's** part, or the part of any employee of **SCDOT** in the performance of the work undertaken under this Agreement.
10. **SCDOT** will include **UTILITY's** construction and design criteria in **SCDOT's** contract with Contractor.

11. SCDOT shall allow UTILITY time to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by SCDOT giving notice to UTILITY of the time and place the materials will be available for inspection. UTILITY shall have the right to inspect all recovered materials from the waterline removal (ex.: water valves, fire hydrants, pipe).
12. If UTILITY elects to retrieve the materials, there will be no cost associated with doing so. UTILITY shall be responsible for removal from the inspection site. If UTILITY elects to not retrieve the recovered materials, SCDOT may sell them for scrap or allow the contractor to do so.
13. SCDOT shall provide written approval to UTILITY that a constructability review of its relocation plans was completed and approved by SCDOT staff.

Section V – UTILITY’s Responsibilities

1. Apply for and receive all necessary permits (including Construction Permit Application Water/Wastewater Facilities through DHEC) for the Utility Work within SCDOT right-of-way. Permit costs will be reimbursable pursuant to the terms of this Agreement.
2. Provide all engineering design services and specifications necessary for the Utility Work. Design costs shall be reimbursable pursuant to the terms of this Agreement.
3. Provide to SCDOT a list of preferred contractors (minimum of three) to meet SCDOT’s schedule for the Project. UTILITY shall also provide a method for SCDOT’s contractor to become certified in order to self-perform the Utility Work.
4. UTILITY shall provide construction observation services for the Utility Work. These costs shall be reimbursable by SCDOT pursuant to the terms of this Agreement. Estimated costs for these services should be provided to SCDOT.
5. UTILITY must meet the Project schedules established by SCDOT. All documents necessary must be provided by UTILITY to SCDOT no later than the dates indicated as Final Design & Material List Submittal to CJV on Attachment B, attached hereto and incorporated herein.
6. If criteria and specifications provided by UTILITY are found to be inaccurate due to errors or omissions, UTILITY shall be responsible for any resulting damages, including delay damages or the costs attributable to such delays.
7. UTILITY shall not be responsible or liable for schedule or costs if SCDOT’s contractor fails to adhere to UTILITY’s Design Criteria and Standard Specifications.
8. UTILITY shall maintain existing facilities in place at its expense until new facilities that are acceptable to UTILITY have been constructed, tie-ins and switch-overs have been completed, and existing facilities are ready to be removed.
9. UTILITY retains responsibility for operation of any supporting systems facilities which support the operation of SCDOT’s contractor’s temporary facilities. SCDOT’s contractor is responsible for installation and maintenance of all temporary facilities and maintains ownership of temporary facilities.
10. UTILITY or representative is required to make good faith effort to attend all utility meetings held by SCDOT’s contractor or at the request of SCDOT.

11. **UTILITY's** on-site representative or inspector shall sign off on the installed quantity of pipe and associated equipment on a weekly basis for each phase of Utility Work construction. **SCDOT's** contractor shall coordinate the construction schedule with **UTILITY** and provide three business days' notice for days in which the contractor plans to perform Utility Work. **UTILITY's** on-site representative or inspector may perform inspection to verify work for all items related to the Utility Work.
12. Prior to accessing the Project site, **UTILITY** shall coordinate with **SCDOT's** contractor regarding their safety policies and access requirements.
13. **UTILITY** shall maintain the right to request a stop work order from **SCDOT** for the Utility Work in the event the **SCDOT** contractor or utility contractor fail to correctly install any portion of the water or sewer lines as outline in the **UTILITY's** specifications, standards, and plans.

Section VI – General Conditions

1. **SCDOT** shall have final approval on the location of all **UTILITY's** facilities within **SCDOT** Right-of-Way.
2. All work covered under this agreement and performed by **SCDOT's** contractor shall be performed within **SCDOT** Right-of-Way, or within **UTILITY's** acquired easements, as coordinated with and approved by **SCDOT**.
3. Upon substantial completion of the Utility Work, or any specific portion thereof, in accordance with **UTILITY's** plans and specifications, **UTILITY** will be considered to have accepted the Utility Work, or any specific portion thereof, by assuming control of the Utility Work and commencing to utilize it.
4. Following final acceptance, **UTILITY** will have sole responsibility for the operation and maintenance of the Utility Work and sole liability for any claims made by third-parties that arise from the design, construction, operation, or maintenance of the Utility Work in its entirety or the portion that has been accepted.
5. Following final acceptance, **UTILITY** will assume the same rights and responsibilities it would customarily have associated with an **SCDOT** permit.
6. Prior rights will remain in locations where prior rights currently exist. This agreement shall not grant prior rights in locations where they do not currently exist.
7. Where **UTILITY** is on **SCDOT** right-of-way by encroachment, **UTILITY** agrees that if, in the opinion of **SCDOT's** Deputy Secretary of Engineering, it should ever become necessary to move or remove the Utility Work, including any future modifications thereto, on account of the change in locations of the highway, widening of the highway, or for any other sufficient reason, such moving or removing shall be done on demand of **SCDOT** at **UTILITY's** expense.
8. Should additional Utility Work become necessary as a result of Project impacts on **UTILITY's** facilities that were not foreseen at the time of execution of this Agreement, **UTILITY** agrees to work with **SCDOT** and **SCDOT's** contractor to negotiate a resolution consistent with the requirements of Act 36 of 2019 (SC Code 57-5-886).

9. The Parties agree that delays in the Utility Work will impact public convenience, safety, and welfare, and that monetary damages would be inadequate to compensate SCDOT for delays in the construction of the Project. Consequently, SCDOT shall be entitled to specific performance or other equitable relief from UTILITY in the event of any breach of this Agreement which threatens to delay construction of the Project. This provision shall not limit any other remedies available to SCDOT.
10. All claims or disputes shall be filed with SCDOT's Project Manager. The Parties will meet to attempt to resolve any dispute or claim. If unable to resolve the dispute with the SCDOT Project Manager, the Parties may appeal the claim or dispute to the appropriate SCDOT Deputy Secretary. The Deputy Secretary's decision in the matter shall be final and conclusive for both Parties, subject to non-jury appeal in the Circuit Court of Richland County.

Section VII – Counterparts

This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

Section VIII – Authority and Law

SCDOT and UTILITY each bind themselves, their respective successors, executors, and assigns to the other Party with respect to these requirements, and also agree that neither Party shall assign, sublet, or transfer its respective interest in this Agreement without the written consent of the other.

This Agreement is to be interpreted under the laws of the State of South Carolina.

[Signature blocks on next page]

MOA- 39-20

In-Contract Utility Relocation of
City of Columbia Water Facilities
SCDOT Project ID P029208

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and sealed by their authorized representatives on the dates set forth below.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

CITY OF COLUMBIA

BY: _____

City Manager

APPROVED AS TO FORM



Legal Department City of Columbia, SC

WITNESS

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY: _____

Deputy Secretary for Finance and Administration
or Designee

WITNESS

RECOMMENDED BY:

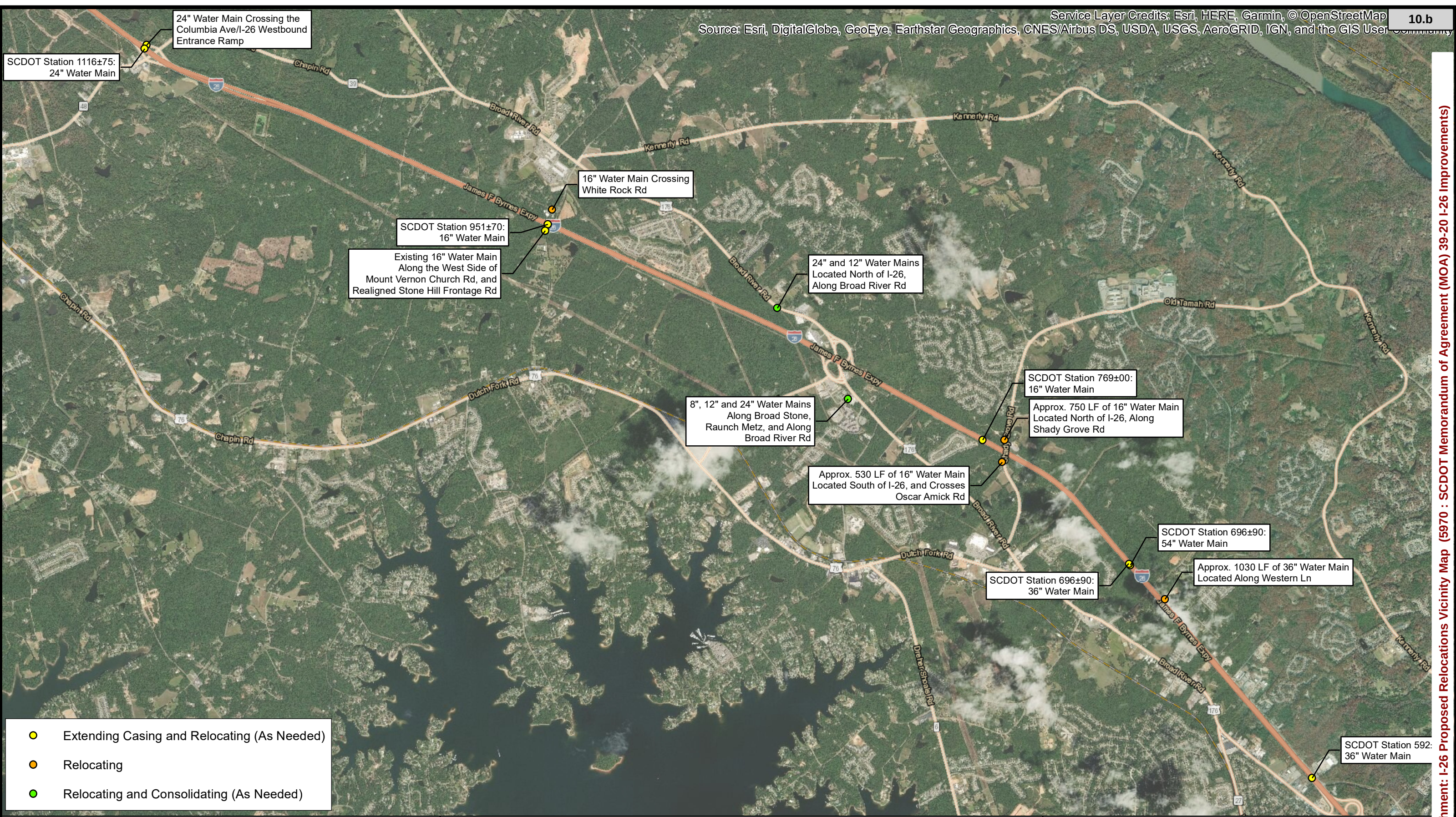
JDB 

Deputy Secretary of Engineering or Designee

REVIEWED BY:



State Utilities Engineer



**CITY OF COLUMBIA
I-26 WIDENING
RELOCATION PROJECT**



1122 Lady Street, Suite 1230, Columbia, SC 29201
(803) 779-0001

FIGURE 1

MARCH 2019



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #2 for Project WM3923, Earlewood Water Distribution Infrastructure Improvements, as requested by Columbia Water. Award to Hussey Gay Bell in the amount of \$50,000.00. This firm is located in Columbia, SC.

REQUISITION NO.: P162106

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water & Sewer Capital Projects (5529999-WM392301-658650). The original budgeted amount for this amendment is \$50,000.00. The total revised contract amount is \$850,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This Amendment extends the term of the contract from June 30, 2020 to December 31, 2020, and increases funding by \$50,000.00. Hussey Gay Bell, will continue to provide construction overview and observation services for an additional six (6) month period at 100% (\$50,000.00) of the requested amendment amount.

The revised contract price including Amendment 2 is \$850,000.00. With the approval of this Amendment, the prime will receive 80% (\$682,000.00) of the total revised contract amount.

Original Contract Price	\$800,000.00
Amendment #1 (no cost, time extension)	\$00.00
Current Contract Total	\$800,00.00
This Change Amendment #2	\$50,000.00
Revised Contract Price	\$850,000.00

ATTACHMENTS:

- LEGAL APPROVED (WM3923) Earlewood Cost Change Amendment #2 (PDF)

Contract Amendment #2

WM3923 Earlewood Area Water System Improvements
RFQ001-16-17-NMJ

Hussey Gay Bell

April 20, 2020

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Hussey Gay Bell (Engineer) dated November 28, 2016 (Agreement) to increase funding, extend the construction schedule and the term of the Agreement from June 30, 2020 to December 30, 2020, as provided in the attached proposal.

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

Proposed Change and Basis for Payment:

Original Contract Price:	\$800,000.00
Amendment #1 (no cost, time extension)	\$00.00
Current Contract Total:	\$800,000.00
This Change Amendment 2 (cost change & time extension):	\$50,000.00
Revised Contract Price:	\$850,000.00

This Change is Acceptable:

Name of Firm
Hussey Gay Bell

City of Columbia
Office of the City Manager

Print Name

Teresa Wilson, City Manager

Signature

Signature

Date

Date **APPROVED AS TO FORM**

Witness

Recommended by:

By: _____
Joey Jaco, Director of Utilities

Date

By: _____
Clint E. Shealy, P.E., Assistant City Manager for Columbia Water

Date

By: _____
Sandra A. Wright, CPPB, Director of Procurement & Contracts/Purchasing Agent

Date

Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project WM4520; Genstar Ground Storage Tank Demolition, as requested by Columbia Water. Award to Complete Demolition Services, LLC in an amount not to exceed \$169,200.00 which includes contingency. This firm is located in Carrollton, GA.

REQUISITION NO.: R202840

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Lake Murray Water Plant (5516207-WM452001-638500). The original budget amount for this project was \$150,000.00. The additional funding will be coming from Utilities Lake Murray Water Plant Equipment Repair/Service (5516207-631800) and Utilities Lake Murray Water Plant Raw Water (5516207-637500).

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

There were eight (8) responsive and responsible bids received for this project under Bid046-19-20-DS. This is a Local Business Enterprise (LBE) project. Although the second lowest bidder was a LBE, the LBE preference was not applied due to the fact that the LBE bidder was not within 5% of the lowest bidder.

The total construction time allocated for this project is ninety (90) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$ 141,000.00
Contingency (20%)	\$ 28,200.00
Total	\$ 169,200.00

ATTACHMENTS:

- Contract approved by Legal (PDF)
- Complete Demolition Services, LLC BIR form (PDF)

- Bid Tabulation (PDF)
- Compliance Proposal Approval (PDF)
- Location Map (PNG)

Contract

City of Columbia, South Carolina

WM4520

Genstar Ground Storage Tank Demo

BID 046-19-20-DS

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and Complete Demolition Services, LLC with legal address and principal place of business at 419B Castleman Road, Carrollton, Georgia, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be ninety (90) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as One Hundred and Forty-One Thousand Dollars and Zero Cents (\$141,000.00).

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.

Attachment: Contract approved by Legal (5974 : Genstar Ground Storage Tank Demo)

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.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials, and Construction", Part 18 "Specifications for Roadway Improvements, Materials and Construction", Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions and Technical Specifications.

9.2.8 Permits.

9.2.9 Drawings, numbered 1 through 5, inclusive and dated 11/19/2019. Old Tank Drawings, numbered 1 through 16, inclusive and dated 05/24/1989 and 06/12/1989. Old Landscape Plan, numbered 13 of 28 and dated 12/12/2012.

9.2.10 Addenda numbers 1 to 2, inclusive.

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

ARTICLE 10. TERMINATION

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

Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

SPACE INTENTIONALLY LEFT BLANK

Contractor

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

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (Indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
No sub-contractors				%		
				%		
				%		
				%		
				%		
				%		

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: \$ _____

TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: Complete Demolition Services, LLC.

Representative Name/Title: James Morehead/Managing MEmber

Date: 3-27-20

Event Number	BID046-19-20-DS Addendum 2	Organization	City of Columbia, SC
Event Title	Genstar Ground Storage Tank Demo WM45	Workgroup	Purchasing
Event Description	The non-mandatory but highly recommend	Event Owner	Debbie Scott
Event Type	IFBs	Email	Debbie.Scott@columbiasc.gov
Issue Date	3/13/2020 04:25:46 PM (ET)	Phone	
Close Date	3/31/2020 09:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
COMPLETE DEMOLITION SERVICE	Carrollton	GA	3/30/2020 10:05:26 AM (ET)	1	\$141,000.00
Corley Construction, LLC	Columbia	SC	3/31/2020 08:47:10 AM (ET)	1	\$167,800.00
DH GRIFFIN WRECKING CO.	WEST COLUMBIA	SC	3/31/2020 08:57:44 AM (ET)	1	\$232,000.00
HammerHead Utilites, LLC	Columbia	SC	3/31/2020 08:49:09 AM (ET)	1	\$274,800.00
4 Seasons Site and Demo, Inc.	Wilmington	NC	3/27/2020 01:17:19 PM (ET)	1	\$348,000.00
AAA Utility and Construction LLC	Columbia	SC	3/30/2020 05:50:23 PM (ET)	1	\$400,000.00
M. B. Kahn Construction Co., Inc	Columbia	SC	3/31/2020 08:49:14 AM (ET)	1	\$420,160.00
mcclam & associates inc	little mountain	SC	3/30/2020 04:34:10 PM (ET)	1	\$1,027,945.00

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



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Compliance Administrator
FROM: Debbie Scott, Procurement Contract Specialist,
Department of Procurement and Contracts
DATE: April 13, 2020

SUBJECT: BID#046-19-20-DS GEMSTAR GROUND STORAGE TANK DEMOLITION (WM4520)

Bids for this project were opened publicly at 9:00 a.m., March 31, 2020 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the **Local Business Enterprise Policy**. The apparent *responsive* low bidder is Complete Demolition Services, LLC of Carrollton, Georgia at \$141,000.00.

Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount. Upon completing your review, please sign below indicating that a compliance review has been made and return to me.

Thank You.

Juliet M. Nelly

Juliet Nelly, Compliance Administrator

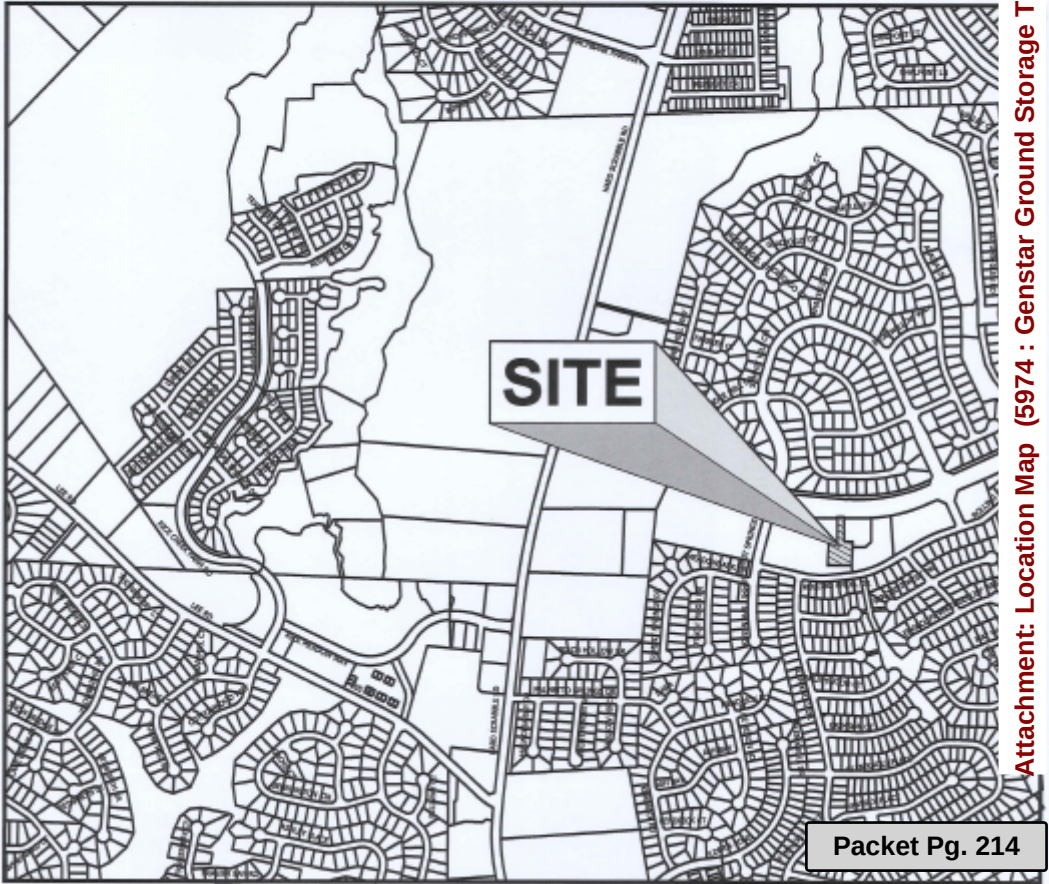
Date: 04/15/2020

Attachment: Compliance Proposal Approval (5974 : Genstar Ground Storage Tank Demo)

GENSTAR GROUND STORAGE TANK VICINITY MAP

12.e

SCALE 1:800 FT



Attachment: Location Map (5974 : Genstar Ground Storage Tank

Packet Pg. 214



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project SS7323; Food Lion Pump Station Demolition and Sanitary Sewer Installation Services at West Beltline Boulevard and Brookland Circle, as requested by Columbia Water. Award to Corley Construction Company, LLC in an amount not to exceed \$1,879,633.80 which includes contingency. This firm is located in Columbia, SC.

REQUISITION NO.: R202441

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects (5529999-SS732301-658650). The original budgeted amount for this project was \$1,894,614.34.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:
This is both a Local Business Enterprise (LBE) and a Columbia Disadvantaged Business Enterprise (CDBE) project with a 17% CDBE goal that was met at 17% (\$290,488.86) of the total contract value. Corley Construction Company, LLC, the prime contractor, is a MBE located in Columbia, SC. The prime contractor will be providing demolition services as well as sanitary sewer line installation services at 83% (\$1,418,269.14) of the total contract value.

The following subcontractors/suppliers will be performing additional services/supplies:

CL Construction Company, a MBE and CDBE located in Columbia, SC, will be providing asphalt, concrete and flowable fill at 17% (\$290,488.86) of the total contract value.

There were six (6) responsive and responsible bids submitted for this project under Bid045-19-20-DS.

The total construction time allocated for this project is two hundred forty (240) consecutive calendar days from the commencement date as specified in the Notice to Proceed to substantial completion with an additional thirty (30) consecutive calendar days to final completion for a total construction time of two hundred and seventy (270) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$ 1,708,758.00
Contingency (10%)	\$ 170,875.80
Total	\$ 1,879,633.80

ATTACHMENTS:

- Contract approved by Legal (PDF)
- Corley Construction, LLC BIR form (PDF)
- Bid Tabulation OFFICIAL (PDF)
- Memo From Compliance - Proposal Review Approval (PDF)
- Site Map (PDF)

Contract

City of Columbia, South Carolina

CIP # SS7323

Sanitary Sewer at West Beltline Blvd. and Brookland Circle to Demolish the Old Food Lion

Pump Station CDBE

Bid 045-19-20-DS

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and Corley Construction Company, LLC with legal address and principal place of business at 7462 Fairfield Road, Columbia, South Carolina 29203, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be two hundred forty (240) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional thirty (30) consecutive calendar days to final completion for a total construction time of two hundred seventy (270) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as One Million, Seven Hundred Eight Thousand, Seven Hundred Fifty-Eight Dollars and Zero Cents (\$1,708,758.00).

Attachment: Contract approved by Legal (5971 : Food Lion PS Demo and SS Installation Services)

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 17 "Specifications for Sanitary Sewers", Part 19 "Specifications for Fencing Materials," Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Project Specification Manual.

9.2.8 Columbia Disadvantaged Business Enterprise (CDBE) policy.

9.2.9 Drawings, numbered 1 through 10, inclusive and dated October 27, 2017.

9.2.10 Addendum number 1 dated April 17, 2020, inclusive.

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

ARTICLE 10. TERMINATION

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

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 written Modification.

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

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

Contractor

Owner

City of Columbia, SC

BY

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest

Attest

Address for giving notices:

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date:

Date:

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

APPROVED AS TO FORM


Legal Department City of Columbia

BID 045-19-20-DS Sanitary Sewer at West Beltline Blvd. and Brookland Circle to Demolish the Old Food Lion Pump Station (SS7323) CDBE

Page 34 of 61

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (if applicable - Use 2 letter Code See Key Below)
CL Construction Company	N/A	Asphalt Concrete Flowable Fill	\$290,488.86	17 %	MBE DBE CDBE	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: \$ 290,488.86

TOTAL CONTRACT AMOUNT: \$ 1,708,758.00

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

Business Name: Corley Construction Company, LLC

Representative Name/Title: Todd Corley/Co-Owner

Date: 04/23/2020

Event Number	BID 045-19-20-DS Addendum 1	Organization	City of Columbia, SC
Event Title	Sanitary Sewer at West Beltline Blvd. and B	Workgroup	Purchasing
Event Description	All project procurement conferences schedi	Event Owner	Ciera Ellis
Event Type	IFBs	Email	ciera.ellis@columbiasc.gov
Issue Date	3/24/2020 11:00:00 AM (ET)	Phone	(803) 545-3476
Close Date	4/23/2020 09:30:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
United Gilsonite Laboratories - I	Scranton	PA	4/9/2020 11:30:04 AM (ET)	0	\$0.00
Corley Construction, LLC	Columbia	SC	4/23/2020 09:15:50 AM (ET)	1	\$1,708,758.00
LAD Construction, LLC	Swansea	SC	4/23/2020 09:20:58 AM (ET)	1	\$2,001,235.00
AAA Utility and Construction LLC	Columbia	SC	4/23/2020 08:41:05 AM (ET)	1	\$2,196,357.17
North American Pipeline Manag	Marietta	GA	4/23/2020 08:36:06 AM (ET)	1	\$2,390,911.00
mclam & associates inc	little mountain	SC	4/23/2020 08:55:23 AM (ET)	1	\$2,431,105.75
Shady Grove Construction, LLC	Irmo	SC	4/23/2020 08:55:55 AM (ET)	1	\$3,207,328.00

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



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Compliance Administrator

FROM: Debbie Scott, Procurement Contract Specialist,
Department of Procurement and Contracts

DATE: April 24, 2020

SUBJECT: BID#045-19-20-DS SANITARY SEWER AT WEST BELTLINE BLVD. AND BROOKLAN CIRCLE TO DEMOLISH THE OLD FOOD LION PUMP STATION (SS7323) CDBE

Bids for this project were opened publicly at 9:30 a.m., April 23, 2020 in the second floor Conference Room, 1800 Main Street.

The bids submitted for this project were in participation with the CDBE program at 17% participation and the LBE program. The apparent *responsive* low bidder is Corley Construction, LLC, of Columbia, SC at \$1,708,758.00.

Please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount. Upon completing your review, please sign below indicating that a compliance review has been made and return to me.

Thank You.

Juliet M. Nelly

Juliet Nelly, Program Compliance Administrator

Date: 04/27/2020

*The CDBE goal was met at 17%.

Attachment: Memo From Compliance - Proposal Review Approval (5971 : Food Lion PS Demo and SS Installation Services)



Attachment: Site Map (5971 : Food Lion PS Demo and SS Installation Services)

Clean Water 2020
Columbia's Clear Vision for Clean Water



JSB: December 16, 2019
Hall: Working\MISC\SS7323

- PS Sewer Pump Station
- Sewer Manhole
- Project Site
- ↗ Sewer Pressurized Mains
- ↗ Sewer Gravity Mains (< 15")
- ↗ Sewer Gravity Mains (>= 15")



1 inch = 600 feet

0 250 500 1,000 Feet

SS7323
Sanitary Sewer to
Eliminate Food

Food Lion PS

Prepared For:

Packet Pg. 224



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-033 Granting an encroachment to Patrick Keegan for the use of the right of way area of the 2600 block of Monroe Street for the installation and maintenance of a brick retaining wall adjacent to 2608 Monroe Street and 130 King Street, Richland County TMS#11314-01-01

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Empowering Our Residents, Enhancing Columbia's Neighborhoods, Planning Together

PURPOSE:
First reading approval was given on May 19, 2020.

ATTACHMENTS:

- 2020-033 encroach 130 King Street (PDF)

HISTORY:

05/19/20

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2020-033

Granting an encroachment to Patrick Keegan for the use of the right of way area of the 2600 block of Monroe Street for the installation and maintenance of a brick retaining wall adjacent to 2608 Monroe Street and 130 King Street, Richland County TMS#11314-01-01

WHEREAS, Patrick Keegan (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 2600 block of Monroe Street adjacent to 2608 Monroe Street and 130 King Street, Richland County TMS#11314-01-01, for the installation and maintenance of a brick retaining wall measuring approximately one (1') foot in height eighty-eight (88') feet in length, as shown on the attached drawings; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2020, that Grantee is hereby granted the right to use the right of way areas of the 2600 block of Monroe Street adjacent to 2608 Monroe Street and 130 King Street, Richland County TMS#11314-01-01, for the installation and maintenance of a brick retaining wall measuring approximately one (1') foot in height eighty-eight (88') feet in length, as shown on the attached drawings, as shown on the attached drawings.

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Landscaping to be maintained by property owner.
4. Existing irrigation should not spray walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

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

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

Requested by:

Assistant City Manager Gentry

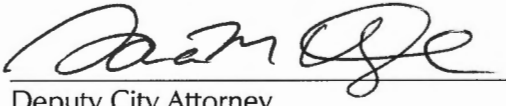
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

Attachment: 2020-033 encroachment 130 King Street (5945 : Ordinance No.: 2020-033 encroachment 130 King Street (Keegan))

**CITY COUNCIL
ENCROACHMENT SUMMARY
2020-033**



**2600 BLOCK OF MONROE STREET
ADJACENT TO 2608 MONROE STREET AND 130 KING STREET
RETAINING WALL**

Subject Property:	Right-of-way adjacent to 2608 Monroe Street and 130 King Street
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of a 1 ft. high retaining wall
Applicant:	Patrick Keegan
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of a masonry retaining wall measuring approximately one (1') foot in height eighty-eight (88') feet in length as shown on the attached drawing; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. Existing irrigation should not spray walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing
----------------	--

CITY AGENCY COMMENTS FOR ENCROACHMENT

Planning	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval with condition 1. If the fence is within a City utility easement a hold harmless agreement will need to be executed.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval. Be cautious of tree roots while working in the area. Root damage can significantly impact health and structure of the existing trees. Keep materials, equipment and other debris out of the tree zone. If there are any city tree root issues, please contact Forestry and Beautification.

Attachment: 2020-033 encroach 130 King Street (5945 : Ordinance No.: 2020-033 encroach 130 King Street (Keegan))

Land Development	Recommend approval.
Fire	Recommend approval.

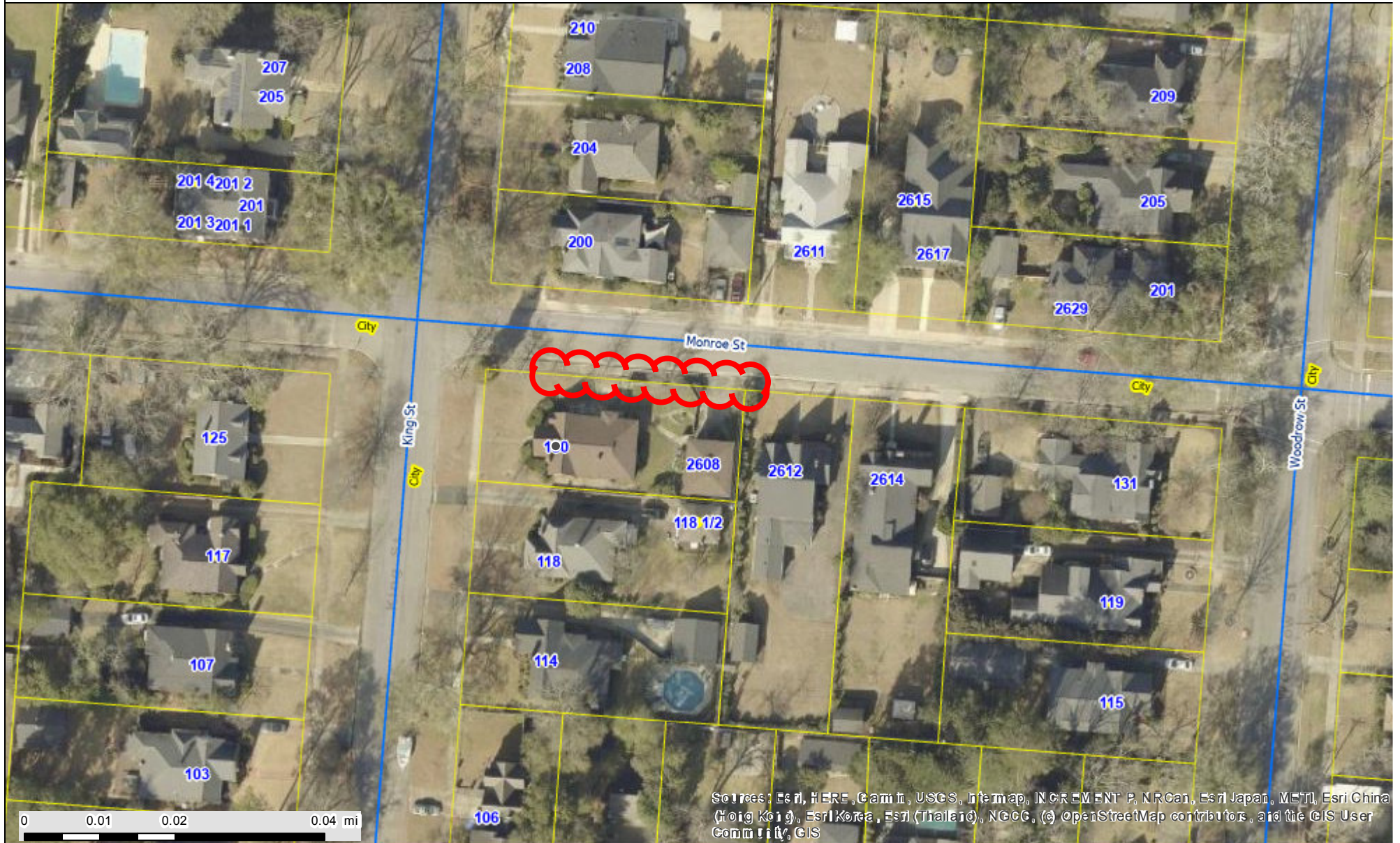
City of Columbia

130 King St. Encroachment

14.a



Monday, February 17, 2020



Attachment: 2020-033 encroach 130 King Street (5945 : Ordinance No.: 2020-033 encroach 130 King



CITY OF COLUMBIA GIS DATA DISCLAIMER

The City of Columbia GIS data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Packet Pg. 230

RECEIVED

**REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)**

FEB 14 REC'D

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-343-8779; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: 2/14/20 Property Owner: PATRICK KEEGAN
 Applicant's Name if different from Property Owner: SAME
 Contact Information: Telephone Number: (843) 277-5176 Fax Number: _____
 Mailing address: 130 KING ST, COLUMBIA, SC 29205 E-mail address: pskeegan@gmail.com

Business Name/Development Name for Encroachment: _____
 Encroachment type: ☒ Wall ☐ Fence ☒ Columns ☒ Steps ☐ Irrigation System ☒ Landscaping ☐ Driveway ☐ Pavers ☐ Sidewalk/Walkway
 Planters ☐ Awning ☐ Underground Utilities ☐ Other: _____

Dimensions (height/width/length): 8" TO 12" RETAINING WALL HEIGHT MADE OF CINDER BLOCK
 (i.e. 6'x42' wooden privacy fence; (REINFORCED) GIVEN STUCK FINISH TO MATCH CURRENT WALL AROUND
 two 12'x4'x3' concrete steps)

Construction material: SIDE AND BACK OF PROPERTY - REPAIR TO EXISTING
WALK WAY STEP ADJACENT TO SIDE WALK ON MONROE ST.
CONCRETE, CINDER BLOCK, STUCK COATING, BRICK LINED TO P.

OUTDOOR DINING: The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: N/A RESIDENTIAL RETAINING WALL W/ FENCE

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title: _____
 Date: _____

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

PATRICK KEEGAN P. K.
 Name/Title: _____
 Date: 2/14/20

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT
 Johnathan Chambers
 John Fellows
 Brian Cook
 Jerry Thompson
 Fanessa Pinckney
 Amy Moore
 Robert Harkins
 Denny Daniels
 Robert Anderson
 Robert Sweat
 David Brewer
 Sara Hollar
 John Hooks
 Chip Timmons
 David Koon
 John David Spade
 LR: 7/2014

DEPARTMENT
 Development Services (Land Development)
 Development Services (Planning)
 Development Services (Zoning)
 Development Services (Building Inspections)
 Development Services (Permits)
 Development Services (Historic Preservation)
 Development Services (Plans Review)
 Utilities & Engineering (Construction Management)
 Public Works (Administration)
 Public Works (Street Division)
 Public Works (Traffic Engineering)
 Public Works (Forestry & Beautification)
 Public Works (Solid Waste)
 Risk Management
 Fire Department
 Parking Services

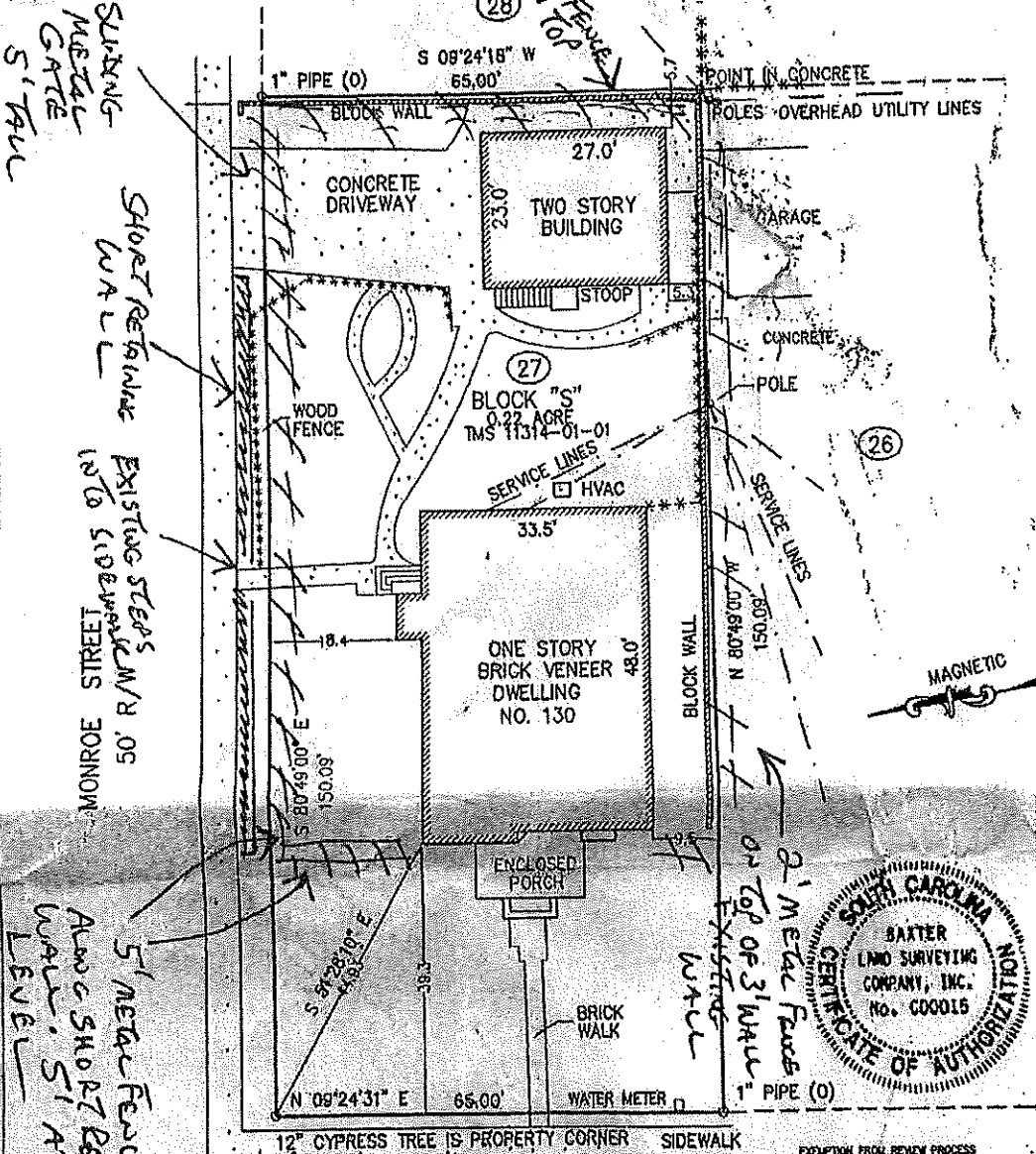
PHONE
 803-545-3333
 803-545-3222
 803-545-3332
 803-545-3420
 803-545-3420
 803-545-3222
 803-545-3420
 803-545-3400
 803-545-3780
 803-545-3790
 803-545-3850
 803-545-3860
 803-545-3800
 803-733-8306
 803-545-3701
 803-545-3070

FAX
 803-343-8779
 803-733-8647
 803-733-8647
 803-733-8699
 803-733-8699
 803-733-8647
 803-733-8647
 803-988-8199
 803-733-8648
 803-545-3785
 803-733-8648
 803-733-8648
 803-733-8648
 803-733-8245
 803-401-8839
 803-733-8523

E-MAIL
 jechambers@columbiasc.net
 jsfellows@columbiasc.net
 kbcook@columbiasc.net
 jlthompson@columbiasc.net
 fcpinckney@columbiasc.net
 aemoore@columbiasc.net
 rharkins@columbiasc.net
 jddaniels@columbiasc.net
 raanderson@columbiasc.net
 rgswaatt@columbiasc.net
 ddbrewer@columbiasc.net
 sehollar@columbiasc.net
 jphooks@columbiasc.net
 catimmons@columbiasc.net
 cfdgkoon@columbiasc.net
 spade@columbiasc.net

Attachment: 2020-033 encroach 130 King Street (5945 : Ordinance No.: 2020-033 encroach 130 King Street (Keegan))

PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS OR RESTRICTIONS NOT OBSERVED AND NO INFORMATION REVEALED IN A COMPLETE TITLE SEARCH. THE SURVEYOR DID NOT PERFORM A TITLE SEARCH. UNDERGROUND UTILITIES MAY BE PRESENT BUT THEIR LOCATION WAS NOT DETERMINED.



EXEMPTION FROM REVIEW PROCESS
This plat is a survey of an existing lot of record with no changes to existing lot lines.

ROSSER W. BAXTER, JR.
SC REGISTERED LAND SURVEYOR NO. 7613

KING STREET
90' R/W

PLAT PREPARED FOR
PATRICK KEEGAN

FB 268/55

RICHLAND COUNTY, COLUMBIA, SC

THE SAME BEING SHOWN AS LOT NO. 27, BLOCK "S" ON PLAT OF PROPERTY OF CONGAREE DEVELOPMENT CO., BY TOMLINSON ENGR. CO., DATED JANUARY 31, 1938. REFERENCE ALSO RECORD BOOK 1991, PAGE 2407.



1" = 20'

JULY 12, 2018

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

BAXTER LAND SURVEYING CO., INC.
2204 DEVINE STREET
COLUMBIA, SC 29205
(803)-252-8584

ROSSER W. BAXTER, JR. SCRS NO. 7613



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP
AMENDMENT, AND INTERIM ZONING MAP
AMENDMENT for 215 Bush River Road; TMS# 07308-01-07

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2020-047 Annexing 215 Bush River Road, Richland County TMS# 07308-01-07

Council District: 2
Proposal: Request to annex, assign interim land use classification of Urban Core Regional Activity Center (UCAC-3) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.

Applicant: Boozer Shopping Center, Inc.
Staff Recommendation: Approval
PC Recommendation: 05/04/2020: Annex, Assign Interim Land Use & Interim Zoning

First reading approval was given on May 19, 2020.

ATTACHMENTS:

- AO-ANNEX-2020-0004-BushRiver215_Council (PDF)
- 2020-047 annex 215 Bush River (PDF)

HISTORY:

05/19/20 Columbia City Council APPROVED ON FIRST READING.



CITY COUNCIL

May 19, 2020 at 6:00pm

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

ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY 215 Bush River Road; TMS# 07308-01-07

Council District:	2	
Proposal:	Request to annex, assign interim land use classification of Urban Core Regional Activity Center (UCAC-3) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.	
Applicant:	Boozer Shopping Center, Inc.	
Staff Recommendation:		Approve
PC Recommendation:	05/04/2020: Annex, Assign Interim Land Use & Interim Zoning	Approved (7 - 0)
Annexation, 1 st Reading:	05/19/2020: Annex, Assign Interim Land Use & Interim Zoning	PENDING
Annexation, 2 nd Reading:	06/02/2020: Annex, Assign Interim Land Use & Interim Zoning	PENDING
Comp. Plan Amendment, 1 st Reading:	07/21/2020: Confirmation of Land Use Classification	PENDING
Comp. Plan Amendment, 2 nd Reading:	08/04/2020: Confirmation of Land Use Classification	PENDING
Map Amendment, 1 st Reading:	07/21/2020: Zoning Confirmation	PENDING
Map Amendment, 2 nd Reading:	08/04/2020: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: Approx. 0.57 acre
 Current Use: Vacant
 Proposed Use: Commercial
 Reason for Annexation: Municipal Services
 Urban Service Area: Primary Area
 Current County Land Use: Mixed Residential (High Density)
 Proposed City Land Use: Urban Core Regional Activity Center (UCAC-3)
 Current County Zoning: General Commercial (GC)
 Proposed City Zoning: General Commercial (C-3)
 Census Tract: 104.03

DETERMINATION FOR CITY SERVICES

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

Police

As most of the proposed development is on a parcel within the City limits, it is difficult to calculate the cost of the annexation of this parcel separate from the portion already within the City limits. **Including the property already within the City limits, the estimated annual cost for this development based upon calls for service is approximately \$9,000.**

Attachment: AO-ANNEX-2020-0004-BushRiver215_Council (5934 : ANNEX - 215 Bush River Road; TMS# 07308-01-07)

Fire

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

Solid Waste

There should be no cost associated with this annexation as solid waste service is generally not provided for this business type.

Engineering

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

Water Customer Care

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

Planning & Development Services

We recommend approval of the annexation of this property, as it is located within a designated Primary Area in the Urban Service Area plan. This property is proposed for development along with the parcel immediately to its east, as a gas station / convenience store. The majority of the development, including the building and six of the eight pump islands are proposed for the parcel already in the City limits, and thus the real estate tax revenue is difficult to separate from the property already within the City. **Including the property already within the City limits, the estimated annual real estate tax revenue is approximately \$7,100.**

* Estimated City Tax Revenue is based on **2019 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

Primary areas are made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

Comprehensive Plan Land Use Classification

The proposed interim future land use classification for the subject property is Urban Core Regional Activity Center (UCAC-3); the property is currently classified as Mixed Residential (High Density) by Richland County.

These developments are intense mixed-use business districts within the urban context. They may be adjacent to the central business district or found in outer areas of the City. They are primary destinations for work and play which attract people from more than a 20-mile radius or drive distance. The uses are built within the urban blocks and grid, and whole-scale redevelopment of blocks or adaptive reuse of existing structures may occur in these areas. Their scale is large and may take up multiple city blocks. Their primary use is as a business district, but high-intensity residential in mixed-use buildings is also appropriate.

Primary Types:

- Small to Extra Large Business/Employment (incl. High-rise, excl. Flex)
- Multi-family Medium and High-rise Mixed-use

Secondary Types:

- Multi-family Medium to High-rise
- Small to Large Flex
- Civic/Institutional
- Parking Structures

Tertiary Types:

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

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

The subject property is located within the study area of the [Broad River Corridor Master Plan](#) (2010) adopted by Richland County, specifically within the Dutch Square West Neighborhood Sub-Area (page 48). The plan proposes a land use character district of Corridor Mixed-Use District for the property (page 32), and the subject property is not located within a ¼ mile radius of the proposed Dutch Square Mixed-Use Transit Node set forth within the plan along the Broad River Road Corridor (page 56). The sub-area concept plan identifies the subject property as an area for infill redevelopment opportunities (Figure 4.20, page 53).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned General Commercial (GC) by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the West and East and Single-Family Residential District (RS-2) to the South. Surrounding parcels in unincorporated Richland County are zoned GC to the North.

The proposed City of Columbia zoning district is General Commercial District (C-3).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends that City Council approve an ordinance to assign an interim future land use classification of Urban Core Regional Activity Center (UCAC-3) at the time of annexation.

Staff recommends City Council approve the interim assignment of zoning of General Commercial District (C-3).



Future Land Use Map

215 Bush River Road, TMS# 07308-01-07;

Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UCAC-3

15.a

Department of Planning &
Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



0 30 60 120
Feet

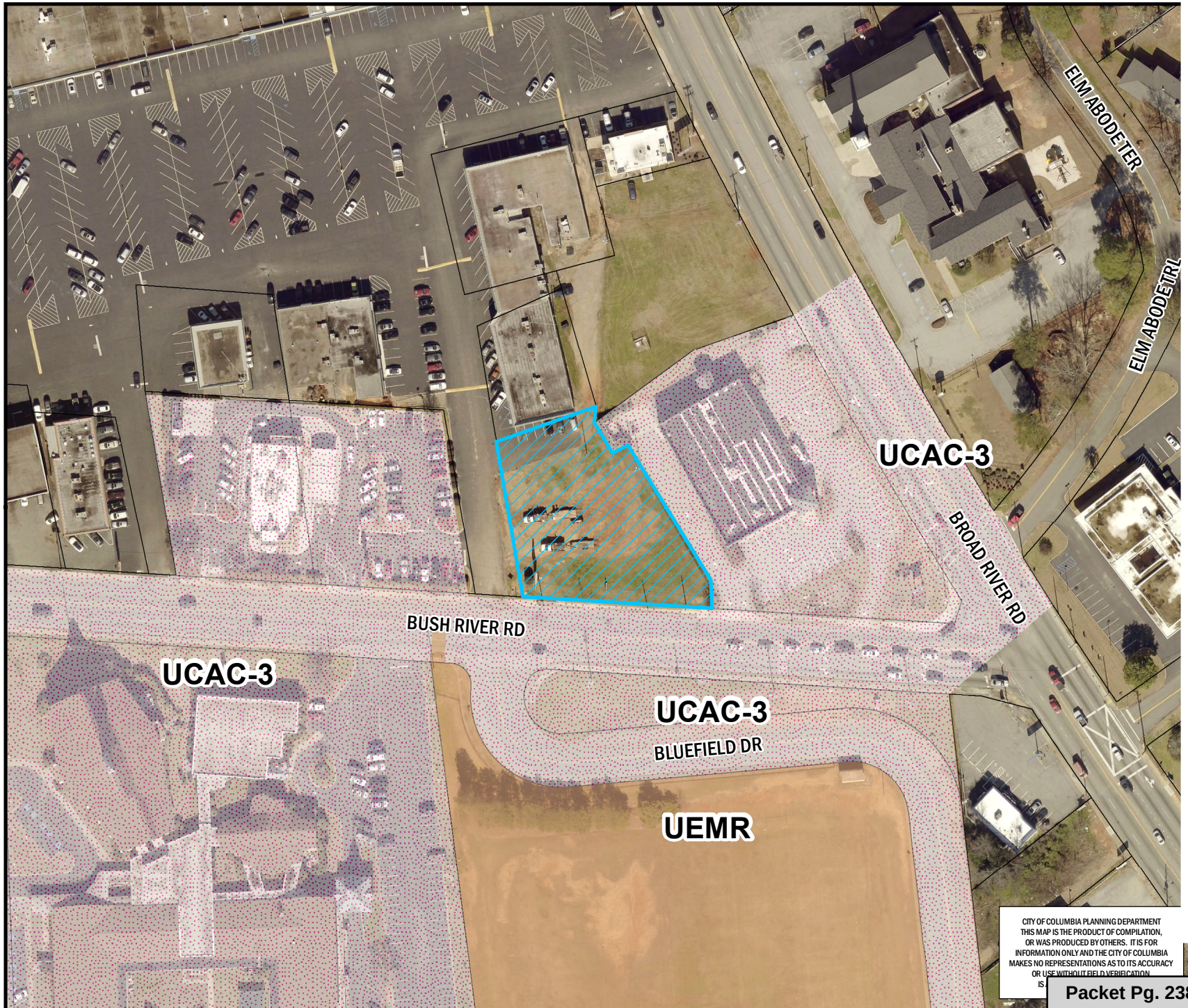
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
March 4, 2020



We Are Columbia



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

Packet Pg. 238

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: AO-ANNEX-2020-0004-BushRiver215_Council (5934 : ANNEX - 215 Bush River Road; TMS#

Zoning Map

Department of Planning & Development Services

215 Bush River Road, TMS# 07308-01-07; 15.a
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 30 60 120 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

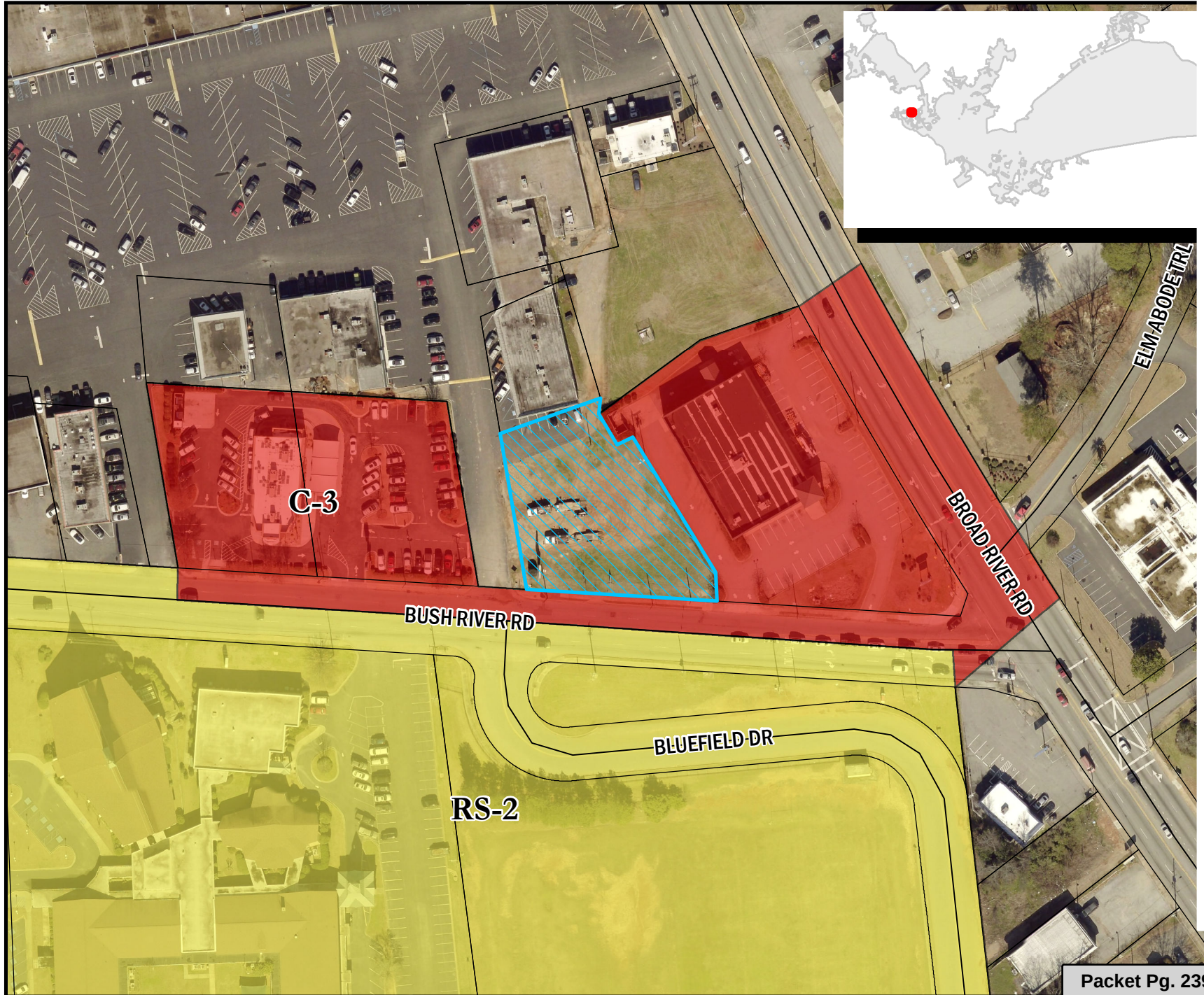
Shane Shaughnessy
March 4, 2020

DISCLAIMER:

The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



We Are Columbia



Attachment: AO-ANNEX-2020-0004-BushRiver215 Council (5934 : ANNEX - 215 Bush River Road; TMS#

Packet Pg. 239

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2020-047

Annexing 215 Bush River Road, Richland County TMS# 07308-01-07

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

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2020, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of General Commercial District (C-3), apportioned to City Council District 2, Census Tract 104.03, contains .604 acres, and shall be assigned an interim land use classification of Urban Core Regional Activity Center (UCAC-3).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 07308-01-07

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

T. A. Knox

ATTEST:

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-047

All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being near the City of Columbia, in Richland County, State of South Carolina, and being shown as ".604 acre" on a plat prepared for Barbara B. Mann by Lucius D. Cobb, Sr., dated May 18, 1999, and recorded in the ROD Office fir Richland County in Record Book 312 at page 80, and having such boundaries and measurements as shown on the referenced plat.

Attachment: 2020-047 annex 215 Bush River (5934 : ANNEX - 215 Bush River Road; TMS# 07308-01-07)

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: March 5, 2020

RE: **Property Address:** 215 Bush River Road
Richland County TMS#: 07308-01-07
Owner(s): Boozer Shopping Center, Inc.
Current Use: Vacant
Proposed Use: Commercial
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Core Regional Activity Center (UCAC-3)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 2
Census Tract: 104.03

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

Planning & Development Services staff will see to it that this matter is placed on the **April 6, 2020** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

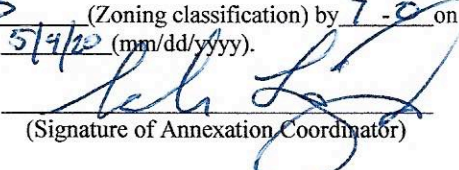
/atl

Attachments

cc:	Clint Shealy, Assistant City Manager	Missy Gentry, Assistant City Manager
	Jeff Palen, Assistant City Manager/CFO	Teresa Knox, City Attorney
	Aubrey Jenkins, Fire Chief	William Holbrook, Police Chief
	Joseph Jacob, Director, Utility Operations	Dana Higgins, Director, Engineering
	Robert Anderson, Public Works Director	Jan Alonso, Finance Director
	Krista Hampton, Planning & Development Services	Gloria Saeed, Community Development Director
	Lakesha Shannon, Business License Administrator	George Adams, Fire Marshal
	Greg Williams, Deputy Business License Administrator	Rachel Bailey, Zoning Administrator
	Tiffany Latimer, Customer Care Administrator	Jacquelyn Richburg, Columbia-Richland 911
	Jerry Thompson, Building Official	David Hatcher, Housing Official
	Michelle Brazell, Engineering	Richland County Solid Waste Collection
	Denny Daniels, Engineering	John Fellows, Planning Administrator
	Police Planning & Research	Tori Salvant, Dev. Center Administrator
	Alfreda Tindal, Richland Co. 911 Addressing Coordinator	

Planning Commission Land Use Recommendation: UCAC-3 (Land Use classification) by 7-0 on 5/4/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 7-0 on 5/4/20 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

Attachment: 2020-047 annex 215 Bush River (5934 : ANNEX - 215 Bush River Road; TMS# 07308-01-07)



Future Land Use Map

215 Bush River Road, TMS# 07308-01-07;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UCAC-3

15.b

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



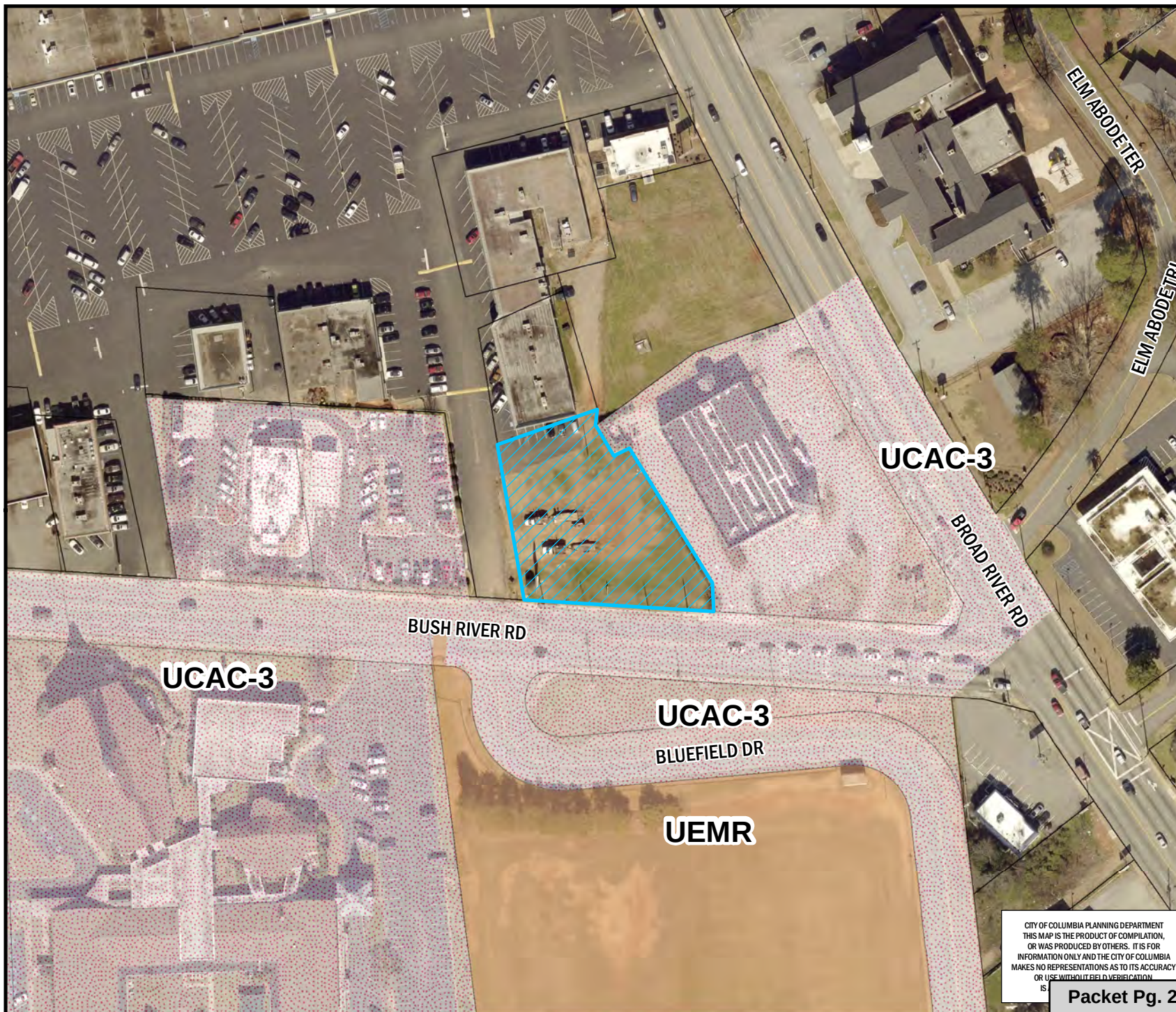
0 30 60 120
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
March 4, 2020



We Are Columbia



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

Packet Pg. 244

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2020-047 annex 215 Bush River (5934 : ANNEX - 215 Bush River Road; TMS# 07308-01-07)

Zoning Map

Department of Planning & Development Services

215 Bush River Road, TMS# 07308-01-07; 15.b
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3

Legend

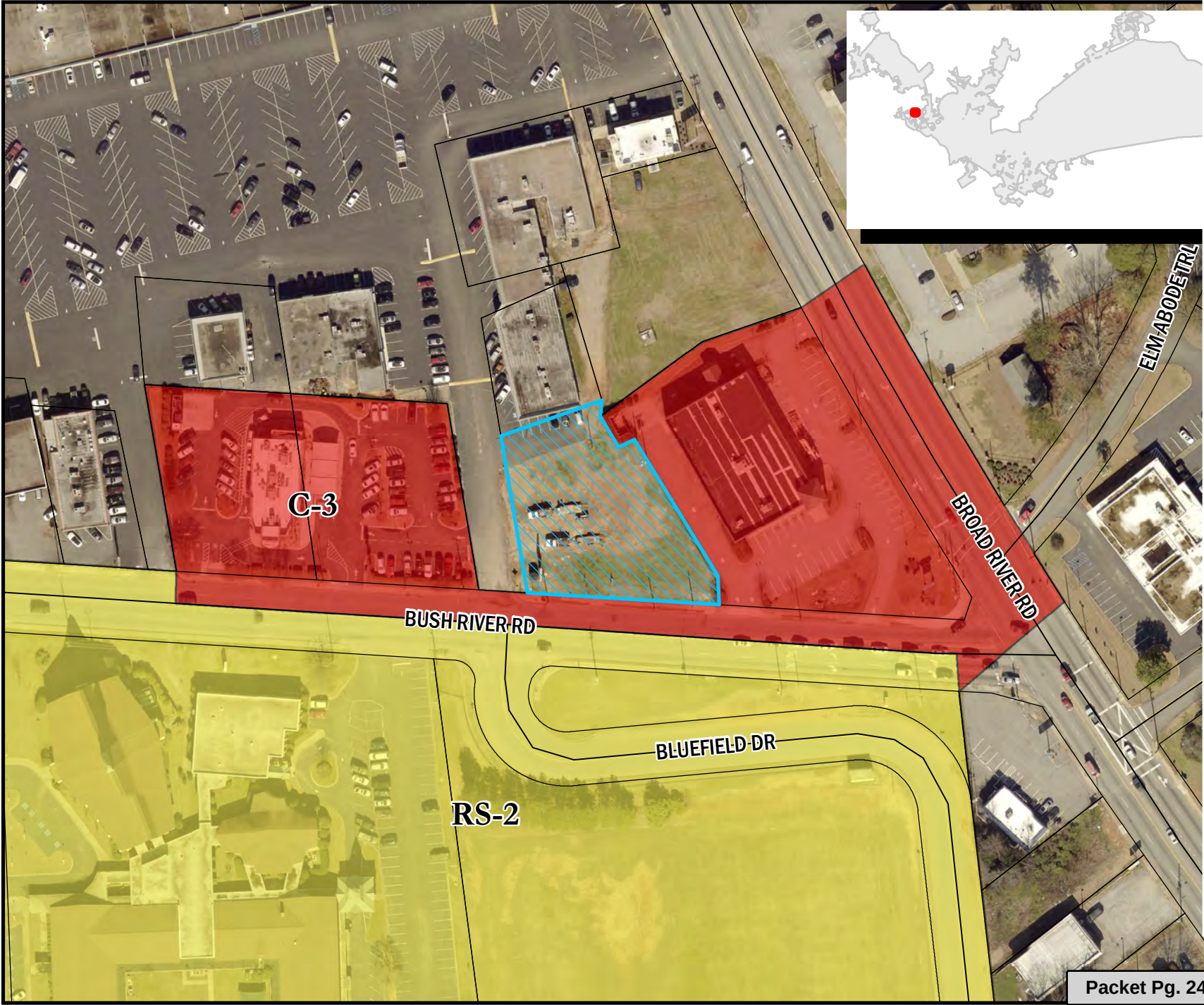
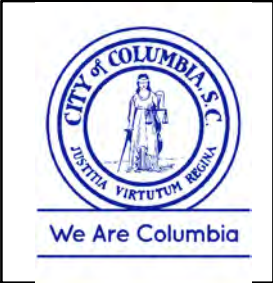
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 30 60 120 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
March 4, 2020

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Attachment: 2020-047 annex 215 Bush River (5934 : ANNEX - 215 Bush River Road; TMS# 07308-01-07)

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

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

Property Description: All that certain piece, parcel, or tract of land, together with any improvements thereon, situate, lying and being near the City of Columbia, in Richland County, State of South Carolina, and being shown as ".604 Acre" on a plat prepared for Barbara B. Mann by Lucius D. Cobb, Sr., dated May 18, 1999, and recorded in the ROD Office for Richland County in Record Book 312 at page 80, and having such boundaries and measurements as shown on the referenced plat.

Richland County TMS: 07308-01-07

Property Address: 215 Bush River Road

Boozer Shopping Center, Inc.

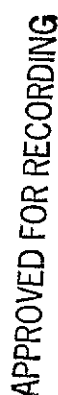
BY: Sylvia B. Brannon
 (Signature)

Date: March 3, 2020

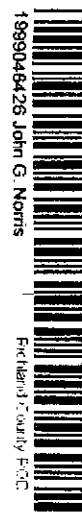
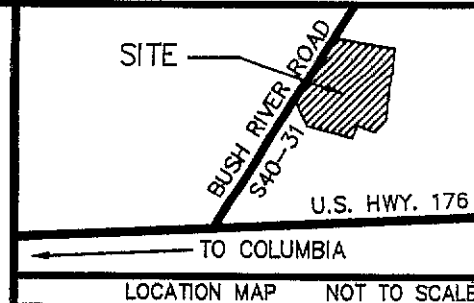
Sylvia B. Brannon
 (Print or Type Name)

ITS: Secretary
 (Print or Type Title)

Attachment: 2020-047 annex 215 Bush River (5934 : ANNEX - 215 Bush River Road; TMS# 07308-01-07)



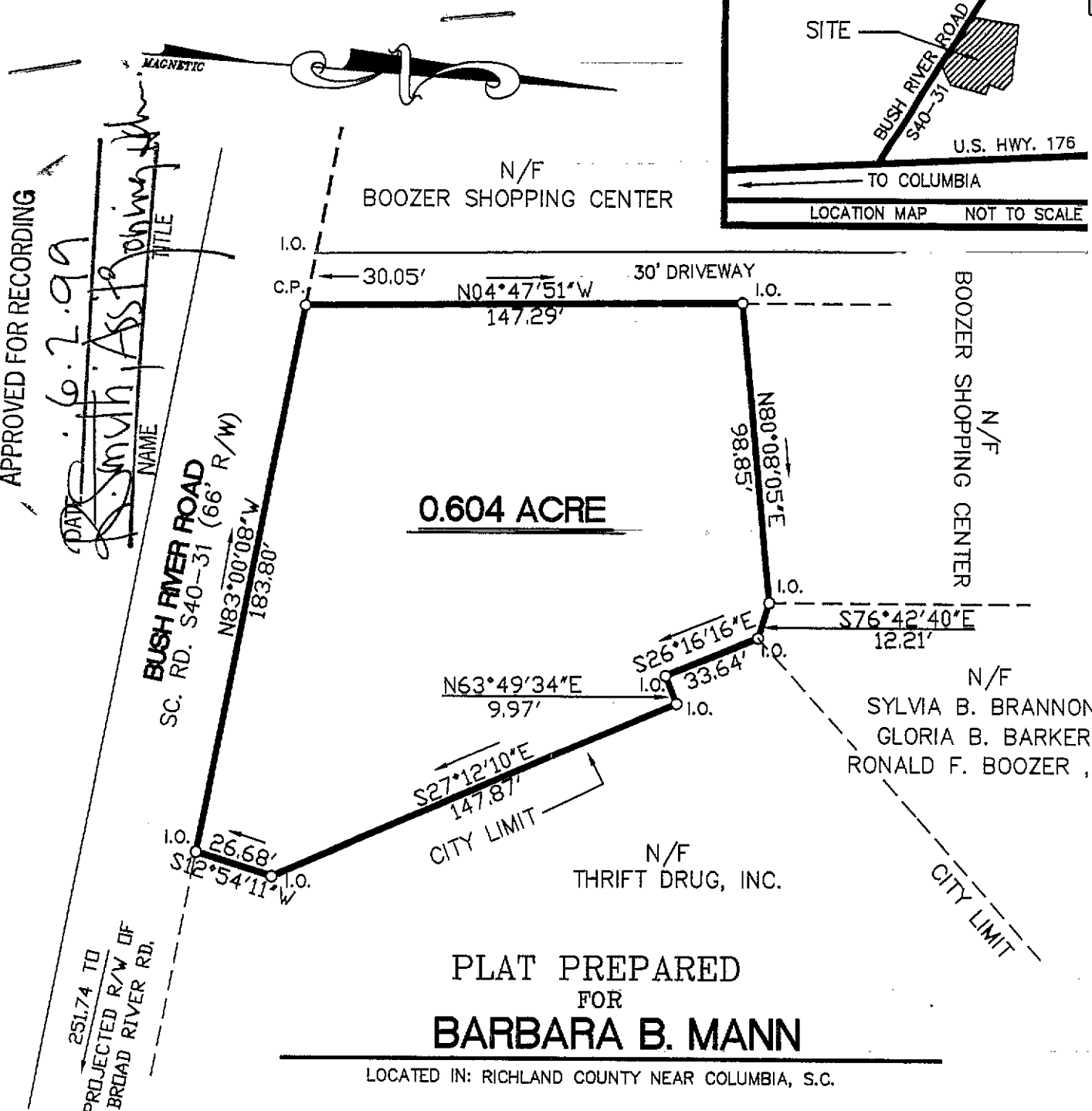
DATE 8.6.2.99
NAME Smith, A.S.
INT



Fee: \$5.00 County Tax: \$0.00 State Tax: \$0.00

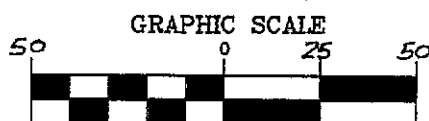
1. **Task 1: Problem Statement**

Attachment: 2020-047 annex 215 Bush River (5934 : ANNEX - 215 Bush River Road; TMS# 07308-01-07)



NOTES:

1. REFERENCE MADE TO MAP PREPARED FOR BOOZER SHOPPING CENTER, INC. BY MELVIN J. BELTER, LAND SURVEYOR DATED NOV. 27, 1969 AND RECORDED IN PLAT BOOK 18 AT PG. 104, LAST REVISED FEB. 25, 1980.
2. PLAT OF 2.51 AC. FOR S. WYMAN BOOZER BY BELTER AND ASSOCIATES, INC., DATED MAY 11 1984.
3. PLAT FOR BOOZER SHOPPING CENTER, INC. BY McMILLAN ENGINEERING CO., DATED JULY 31, 1968, REVISED SEPT. 20, 1969, AND RECORDED IN PLAT BOOK "X" AT PAGE 932.
4. PLAT FOR BOOZER SHOPPING CENTER, INC. BY BELTER AND SMITH, INC. DATED AUG. 27, 1971, AND RECORDED IN PLAT BOOK 40 AT PAGE 374.
5. ALTA/ACSM LAND TITLE SURVEY PLAT PREPARED FOR THRIFT DRUG, INC. BY COX AND DINKINS, INC., DATED DEC. 19, 1996.
6. TMS. 07308- 01- 07.
7. I.O. DENOTES 1/2" ROD AND #4 REBAR FOUND. C.P. DENOTES COMPUTED POINT.



(IN FEET)
1 inch = 50 ft.

I CERTIFY THAT THE PLAN SHOWN AND DESCRIBED
HEREIN IS TRUE AND CORRECT SURVEY TO THE ACCURACY
REQUIRED BY THE RICHLAND COUNTY SUBDIVISION REGULATIONS
AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE
SPECIFICATIONS SET FORTH IN THOSE REGULATIONS.
REGISTRATION NUMBER # 8039

Frederic L. Collier,
REGISTERED LAND SURVEYOR, STATE OF SOUTH CAROLINA

DATED: MAY 18, 1999

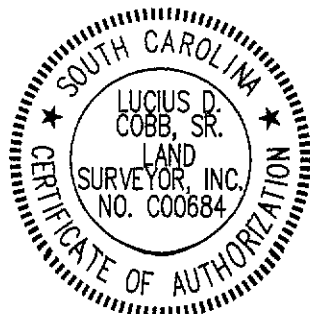
CERTIFICATION

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN. THAT THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN HEREON. THAT THE SUBJECT PROPERTY HAS BEEN CHECKED AGAINST HUD/FIA MAPS AND SAID PROPERTY (IS NOT) LOCATED IN A SPECIAL FLOOD HAZARD AREA.

I HEREBY CERTIFY THAT I HAVE CONSULTED THE F.E.M.A. FLOOD INSURANCE RATE MAP (FIRM), AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SUBJECT PROPERTY IS LOCATED IN ZONE X AS SHOWN HEREON, MAP OR FIRM COMMUNITY PANEL NO: 45079C0025G
DATED: JAN. 19, 1994

LUCIUS D. COBB, SR.
LAND SURVEYOR, INC.
S.C. PROFESSIONAL LAND SURVEYOR NO. 6039
110 FIRETOWER ROAD
IRMO, S.C. 29063
(803) 781-6080 FAX (803) 781-3811

Packet Pg. 247





We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT for 151
Clemson Road; TMS# 25705-07-27

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2020-018 Annexing and Incorporating 151 Clemson Road, Richland County TMS#25705-07-27 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

Proposal: Request to annex, assign land use classification of Regional Activity Corridor (AC-3) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.

Applicant: Sumo Japanese Steakhouse, Inc.

Staff Recommendation: Approval

PC Recommendation: 01/06/2020; Approval (7-0)

First reading approval was given on May 19, 2020.

ATTACHMENTS:

- ANNEX-2019-0023-Clemson151_MayCouncil (PDF)
- 2020-018 annex-incorporate 151 Clemson (PDF)

HISTORY:

05/19/20 Columbia City Council APPROVED ON FIRST READING.



CITY COUNCIL

May 19, 2020 at 6:00pm

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

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 151 Clemson Road; TMS# 25705-07-27

Council District:	4
Proposal:	Request to annex, assign land use classification of Regional Activity Corridor (AC-3) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.
Applicant:	Sumo Japanese Steakhouse, Inc.
Staff Recommendation:	Approval
PC Recommendation:	01/06/2020; Approval (7-0)
ZPH, 1 st Reading:	05/19/2020; Pending
2 nd Reading:	06/02/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.99 acres
 Current Use: Commercial
 Proposed Use: Commercial
 Reason for Annexation: Municipal Services
 Urban Service Area: Primary Area
 Current County Land Use: Mixed Use Corridor
 Proposed City Land Use: Regional Activity Corridor (AC-3)
 Current County Zoning: GC
 Proposed City Zoning: General Commercial (C-3)
 Census Tract: 114.14

DETERMINATION FOR CITY SERVICES

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

Police

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this existing restaurant is **approximately \$4,600 annually** based on last year's calls for service for similar type uses in the City.

Fire

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

Solid Waste

There should be no cost associated with this annexation as solid waste service is generally not provided for this business type.

Engineering

Because water lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. The property is within the Palmetto Utilities sewer service area.

Water Customer Care

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

Planning & Development Services

We recommend approval of the annexation of this property, as it is located within a designated Primary Area in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately \$5,000 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2019 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

Primary areas are made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Regional Activity Corridor (AC-3) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned a future land use of Mixed Use Corridor by Richland County.

Regional Activity Corridors are linear extensions of a Regional Activity Center. They contain nearly identical building types and uses to a Regional Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal arterial roadways. Their market or services radius may be up to 20 miles, and they typically consist of a variety of commercial and service uses.

Primary Types

- Multi-family Small to Medium Mixed-use (High-rises may be appropriate in some locations)
- Small to Extra Large Business/Employment (excl. Flex)

Secondary Types

- Small to Large Flex
- Civic/Institutional
- Multi-family Small to High-rise
- Parking Structures

Tertiary Types

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the South. Surrounding parcels in unincorporated Richland County are currently zoned GC to the West and North and RS-LD to the East.

The proposed City of Columbia zoning district is General Commercial District (C-3).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends that City Council approve the assignment of a future land use classification of Regional Activity Corridor (AC-3) at the time of annexation.

Staff recommends that City Council assign zoning of General Commercial District (C-3) at the time of annexation.



Future Land Use Map

151 Clemson Road, TMS# 25705-07-27;
Current Rich. Co. FLU: Mixed Use Corridor; Proposed FLU: AC-3

16.a

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UEAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:

This map was prepared by:
Shane Shaughnessy
December 30, 2019



We Are Columbia



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

Packet Pg. 253

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ANNEX-2019-0023-Clemson151_MayCouncil (5811 : ANNEX-151 Clemson Road, TMS# 25705-

Zoning Map

Department of Planning &
Development Services

151 Clemson Road, TMS# 25705-07-27;
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3

16.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

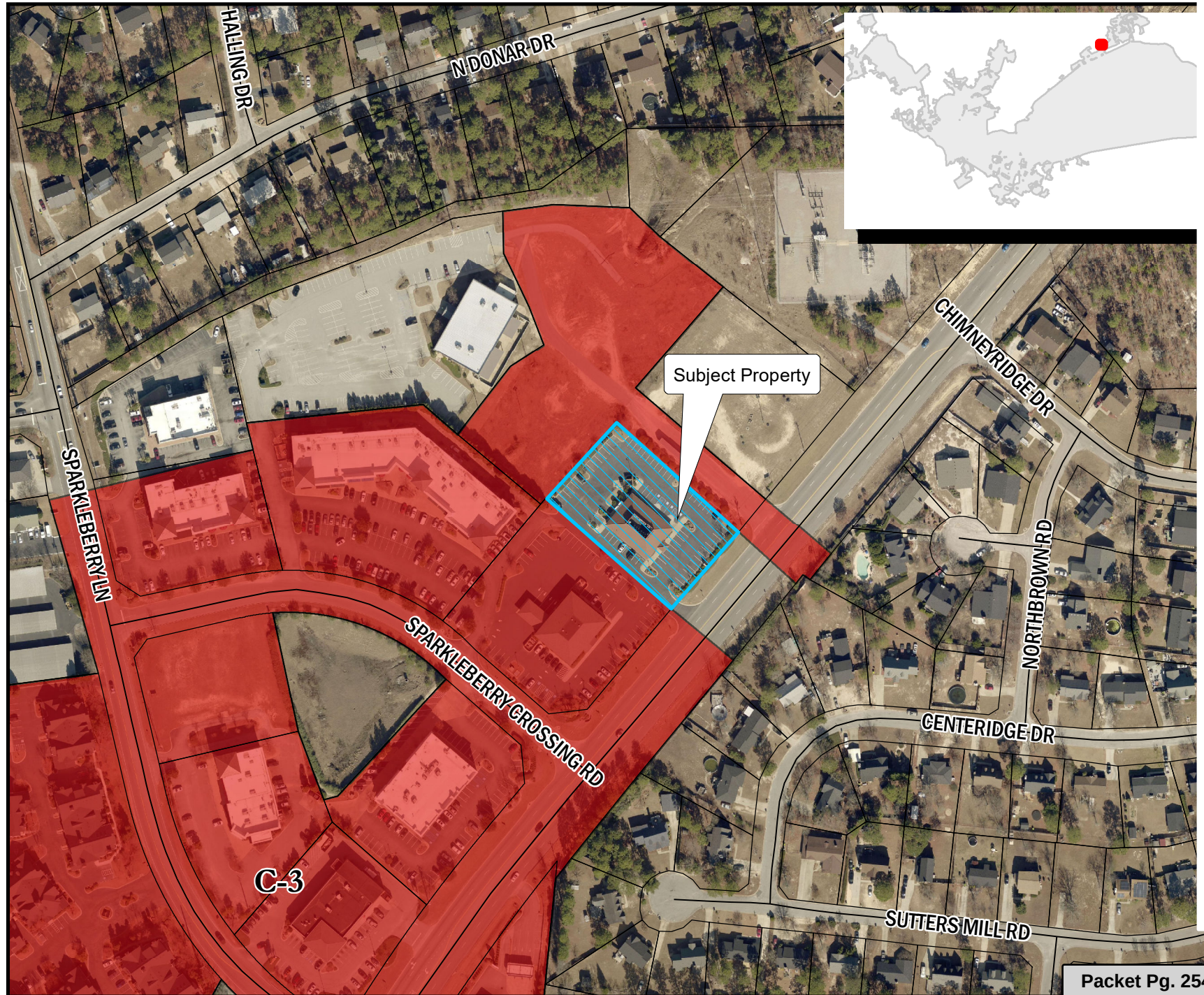
Shane Shaughnessy
December 30, 2019

DISCLAIMER:

The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



We Are Columbia



Attachment: ANNEX-2019-0023-Clemson151_MayCouncil (5811 : ANNEX-151 Clemson Road, TMS# 25705-

Packet Pg. 254

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2020-018

Annexing and Incorporating 151 Clemson Road, Richland County TMS#25705-07-27 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

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

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

WHEREAS, City Council adopted the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ___ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of General Commercial District (C-3), apportioned to City Council District 4, Census Tract 114.14, contains 0.99 acres, and shall be assigned an interim land use classification of Regional Activity Corridor (AC-3).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25705-07-27

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

Requested by:

Assistant City Manager Gentry

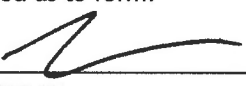
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-018

All that certain piece, parcel, or tract of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as a portion of LOT 7 (Parcel A), on a plat prepared for Sumo Japanese Steakhouse, Inc., by Associated Engineers and Surveyors, Inc., dated January 14, 2003, and recorded in Plat Book 750 Page 1353, and having such metes, bounds, courses and distances as shown on said Plat.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: November 27, 2019

RE: **Property Address:** 151 Clemson Road
Richland County TMS#: 25705-07-27
Owner(s): Sumo Japanese Steakhouse, Inc.
Current Use: Commercial
Proposed Use: Commercial
Current County Land Use: Mixed Use Corridor
Proposed City Land Use: Regional Activity Corridor (AC-3)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 4
Census Tract: 114.14

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

Planning & Development Services staff will see to it that this matter is placed on the **January 6, 2020** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

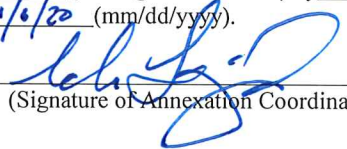
/atl

Attachments

cc:	Clint Shealy, Assistant City Manager	Missy Gentry, Assistant City Manager
	Jeff Palen, Assistant City Manager/CFO	Teresa Knox, City Attorney
	Aubrey Jenkins, Fire Chief	William Holbrook, Police Chief
	Joseph Jaco, Director, Utility Operations	Dana Higgins, Director, Engineering
	Robert Anderson, Public Works Director	Jan Alonso, Finance Director
	Krista Hampton, Planning & Development Services	Gloria Saaed, Community Development Director
	Lakesha Shannon, Business License Administrator	George Adams, Fire Marshal
	Greg Williams, Deputy Business License Administrator	Rachel Bailey, Zoning Administrator
	Angela Adams, Customer Care Administrator	Jacquelyn Richburg, Columbia-Richland 911
	Jerry Thompson, Building Official	David Hatcher, Housing Official
	Michelle Brazell, Engineering	Richland County Solid Waste Collection
	Denny Daniels, Engineering	John Fellows, Planning Administrator
	Police Planning & Research	Tori Salvant, Dev. Center Administrator
	Alfreda Tindal, Richland Co. 911 Addressing Coordinator	

Planning Commission Land Use Recommendation: AC-3 (Land Use classification) by 7-0 on 1/6/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 7-0 on 1/6/20 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

Attachment: 2020-018 annex-incorporate 151 Clemson (5811 : ANNEX-151 Clemson Road, TMS# 25705-07-27)



Attachment: 2020-018 annex-incorporate 151 Clemson (5811 : ANNEX-151 Clemson Road, TMS# 25705-07-27)

Future Land Use Map

151 Clemson Road, TMS# 25705-07-27;
Current Rich. Co. FLU: Mixed Use Corridor, Proposed FLU: AC-3

16.b

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



0 40 80 160
Feet

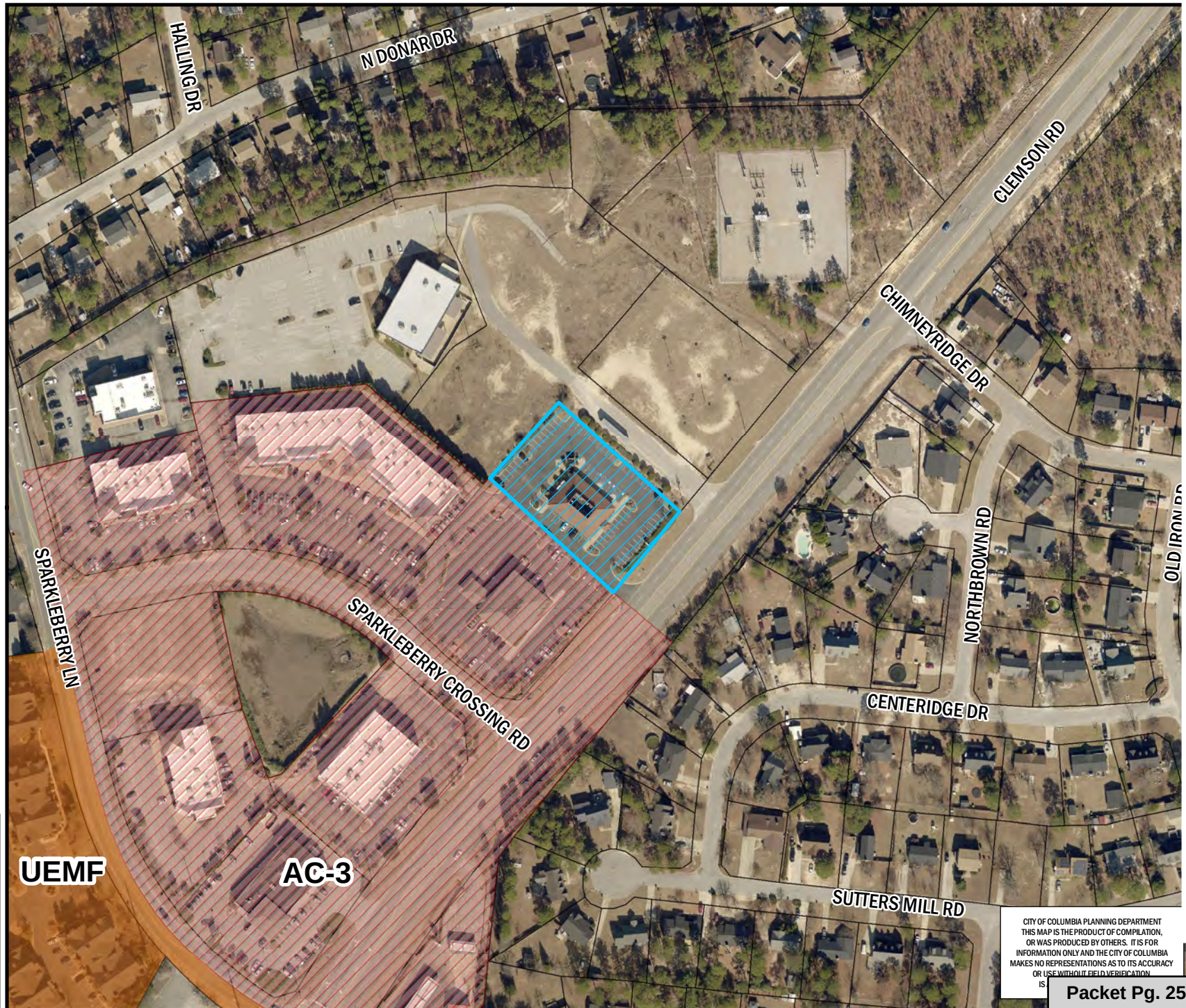
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
November 27, 2019



We Are Columbia



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

Packet Pg. 259

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2020-018 annex-incorporate 151 Clemson (5811 : ANNEX-151 Clemson Road, TMS# 25705-

Zoning Map

Department of Planning &
Development Services

151 Clemson Road, TMS# 25705-07-27;
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3

16.b

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 35 70 140
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

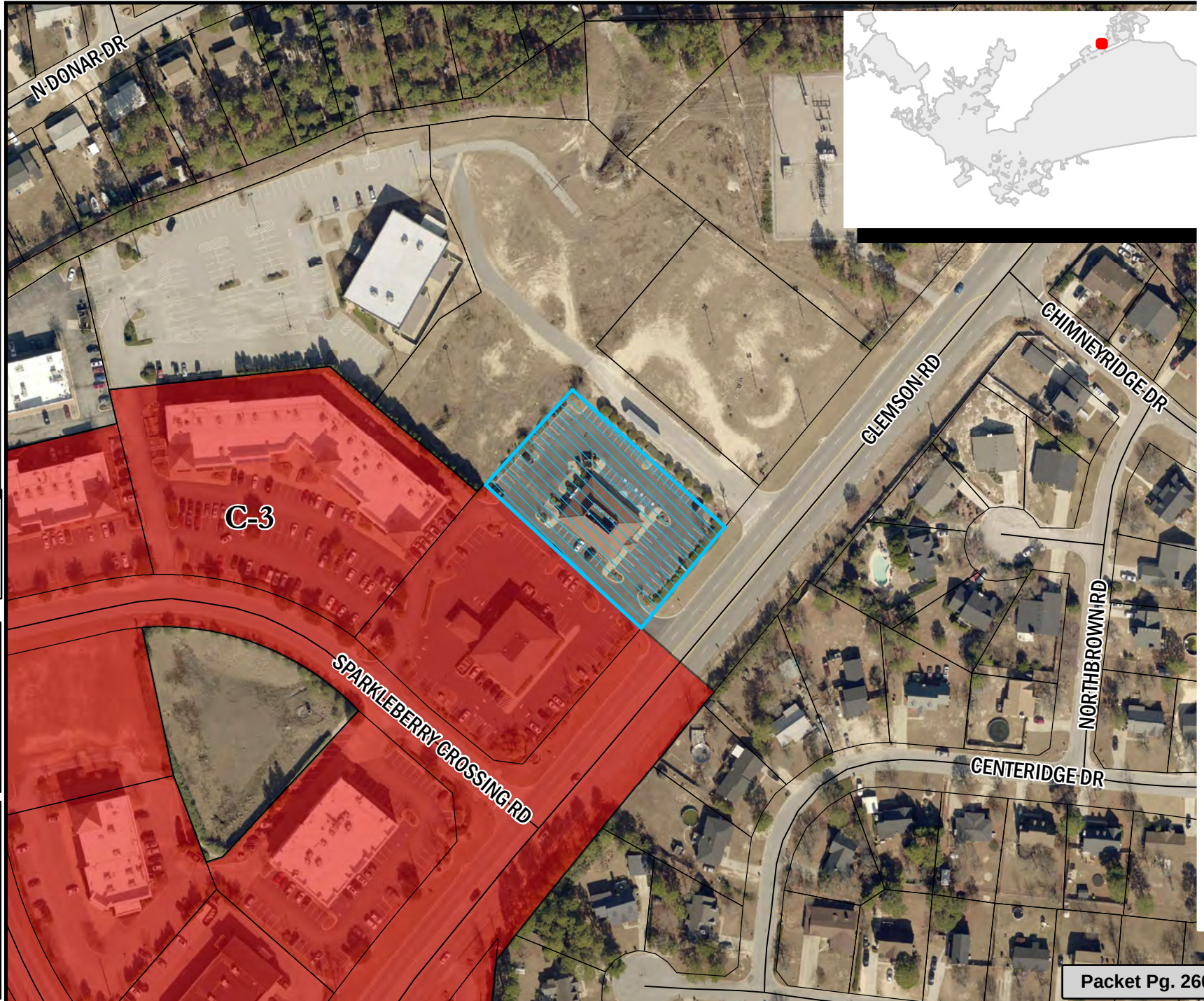
Shane Shaughnessy
November 27, 2019

DISCLAIMER:

The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



We Are Columbia



Attachment: 2020-018 annex-incorporate 151 Clemson (5811 : ANNEX-151 Clemson Road, TMS# 25705-

Packet Pg. 260

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

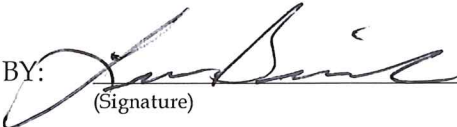
The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with the improvements thereon (if any), situate, lying and being in the County of Richland, State of South Carolina, being shown and designated as a portion of LOT 7 (PARCEL A), on a plat prepared for Sumo Japanese Steakhouse, Inc., by Associated Engineers and Surveyors, Inc., dated January 14, 2003, and recorded in Plat Book 750 Page 1353, and having such metes, bounds, courses and distances as shown on said Plat.

Richland County TMS: 25705-07-27

Property Addresses: 151 Clemson Road

Sumo Japanese Steakhouse, Inc.

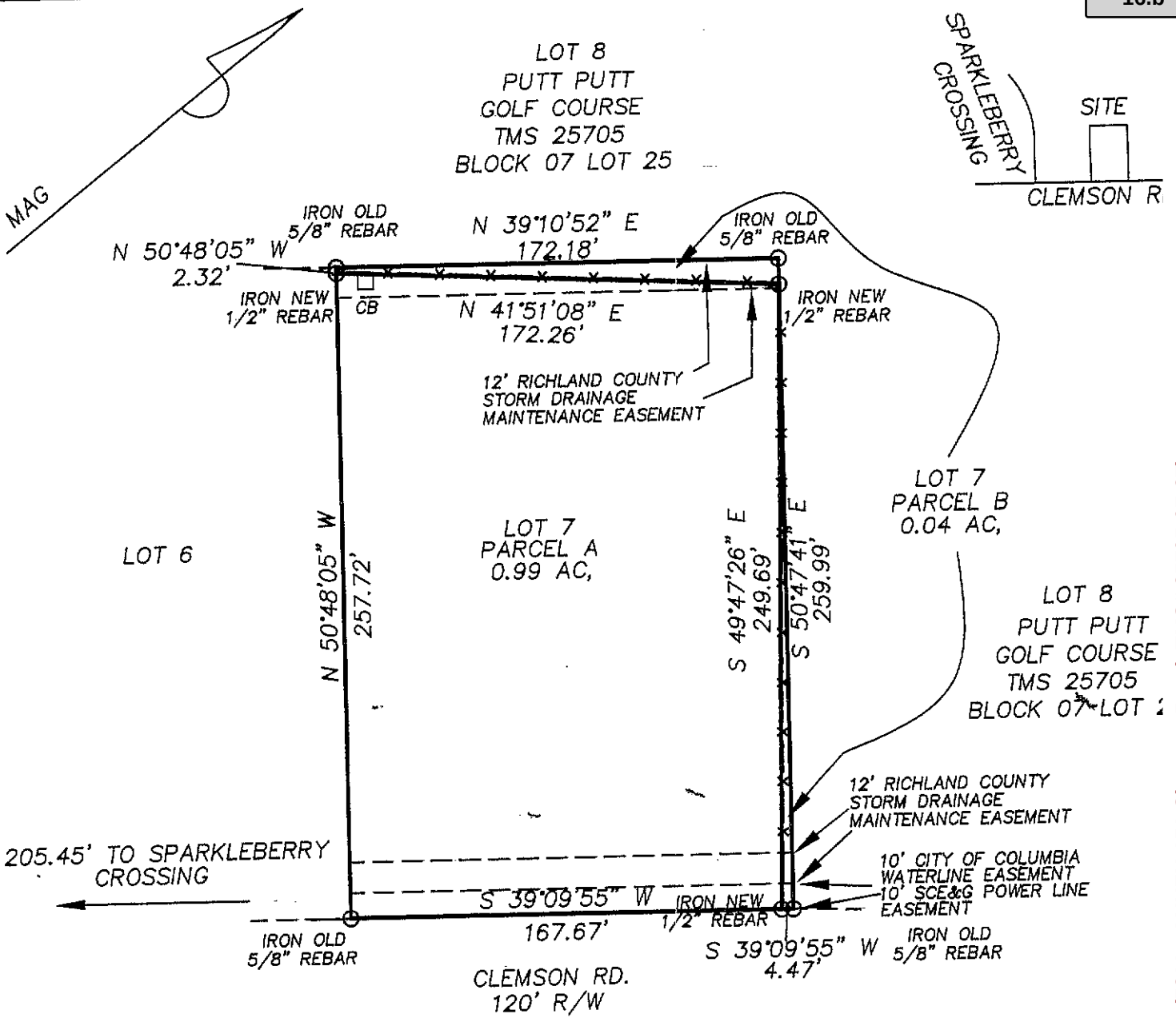
BY: 
 (Signature)

Date: 11/10/19

Lucien Birdseed
 (Print or Type Name)

ITS: President

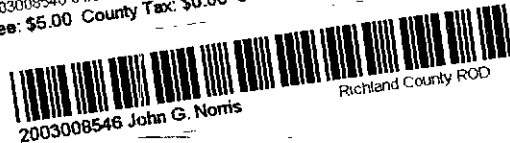
Attachment: 2020-018 annex-incorporate 151 Clemson (5811 : ANNEX-151 Clemson Road, TMS# 25705-07-27)



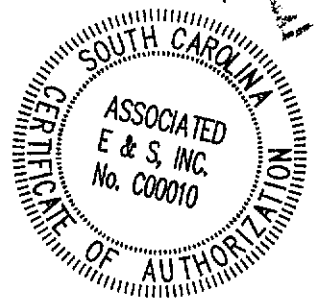
THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP AND FOUND THAT THE PROPERTY DESCRIBED HEREON IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON PANEL NO. 45079C 0110 G, DATED JANUARY 17,1997

UPON RECORDATION PARCEL B WILL BECOME AN UNDIVIDED PORTION OF TMS 25705 BLOCK 07 LOT 25

Book 00750-1353
2003008546 01/28/2003 11 54 52 55
Fee: \$5.00 County Tax: \$0.00 State Tax: \$0.00



Plat Standard



PLAT PREPARED FOR
SUMO JAPANESE STEAKHOUSE, INC.

SITE LOCATED IN RICHLAND COUNTY, SOUTH CAROLINA

SCALE: 1" = 60'



DATE: JANUARY 14, 20

REFERENCES:

RICHLAND COUNTY TAX MAP SHEET 25705 BLOCK 07 LOT 27
SAME BEING SHOWN AS LOT 7 ON A FINAL PLAT OF SPARKLEBERRY CROSSING BY W.K. DICKSON
DATED 10/10/01

CERTIFICATION:

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN.

Larry W. Smith
LARRY W. SMITH, S.C., P.L.S. NO. 3724

ASSOCIATED E & S, INC.

800 VIOLET STREET, WEST COLUMBIA, SOUTH CAROLINA 29169 - PH. 791-1550

A-8-03



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT for 171
Clemson Road; TMS# 25705-07-2

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2020-016 Annexing and Incorporating 171 Clemson Road, Richland County TMS#25705-07-25 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

Proposal: Request to annex, assign land use classification of Regional Activity Corridor (AC-3) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.

Applicant: Michael E. Hutchins

Staff Recommendation: Approval

PC Recommendation: 01/06/2020; Approval (7-0)

First reading approval was given on May 19, 2020.

ATTACHMENTS:

- ANNEX-2019-0025-Clemson171_MayCouncil (PDF)
- 2020-016 annex-incorporate 171 Clemson (PDF)

HISTORY:

05/19/20

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

May 19, 2020 at 6:00pm

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

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 171 Clemson Road; TMS# 25705-07-25

Council District:	4
Proposal:	Request to annex, assign land use classification of Regional Activity Corridor (AC-3) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.
Applicant:	Michael E. Hutchins
Staff Recommendation:	Approval
PC Recommendation:	01/06/2020; Approval (7-0)
ZPH, 1 st Reading:	05/19/2020; Pending
2 nd Reading:	06/02/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.42 acres
 Current Use: Commercial
 Proposed Use: Commercial
 Reason for Annexation: Municipal Services
 Urban Service Area: Primary Area
 Current County Land Use: Mixed Use Corridor
 Proposed City Land Use: Regional Activity Corridor (AC-3)
 Current County Zoning: GC
 Proposed City Zoning: General Commercial District (C-3)
 Census Tract: 114.14

DETERMINATION FOR CITY SERVICES

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

Police

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this car wash is **approximately \$700 annually** based on last year's calls for service for similar uses in the City of Columbia.

Fire

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

Solid Waste

There should be no cost associated with this annexation as solid waste service is generally not provided for this business type.

Engineering

Because water lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. The property is within the Palmetto Utilities sewer service area.

Water Customer Care

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

Planning & Development Services

We recommend approval of the annexation of this existing car wash, as it is located within a designated Primary Area in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately \$8,700 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2019 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

Primary areas are made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Regional Activity Corridor (AC-3) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned a future land use of Mixed Use Corridor by Richland County.

Regional Activity Corridors are linear extensions of a Regional Activity Center. They contain nearly identical building types and uses to a Regional Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal arterial roadways. Their market or services radius may be up to 20 miles, and they typically consist of a variety of commercial and service uses.

Primary Types

- Multi-family Small to Medium Mixed-use (High-rises may be appropriate in some locations)

- Small to Extra Large Business/Employment (excl. Flex)

Secondary Types

- Small to Large Flex
- Civic/Institutional
- Multi-family Small to High-rise
- Parking Structures

Tertiary Types

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the South. Surrounding parcels in unincorporated Richland County are currently zoned GC to the West and North and RS-LD to the East.

The proposed City of Columbia zoning district is General Commercial District (C-3).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends that City Council approve the assignment of a future land use classification of Regional Activity Corridor (AC-3) at the time of annexation.

Staff recommends that City Council assign zoning of General Commercial District (C-3) at the time of annexation.



Zoning Map

Department of Planning & Development Services

171 Clemson Road, TMS# 25705-07-25;
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3

17.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

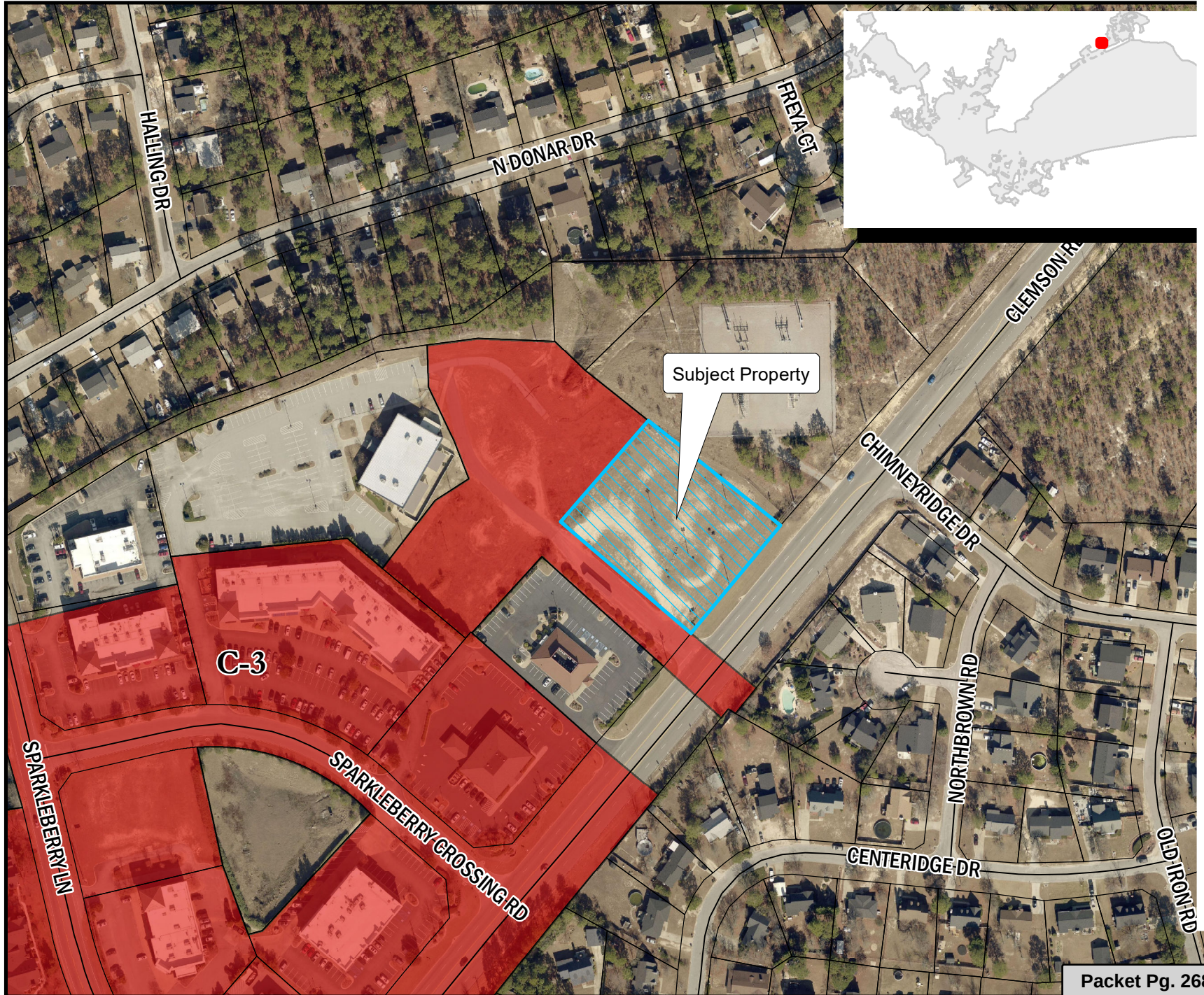
Shane Shaughnessy
December 30, 2019

DISCLAIMER:

The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



We Are Columbia



Attachment: ANNEX-2019-0025-Clemson171_MayCouncil (5812 : ANNEX - 171 Clemson Road, TMS#

Packet Pg. 268

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Future Land Use Map

171 Clemson Road, TMS# 25705-07-25;
Current Rich. Co. FLU: Mixed Use Corridor; Proposed FLU: AC-3

17.a

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
December 30, 2019



We Are Columbia



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

Packet Pg. 269

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ANNEX-2019-0025-Clemson171_MayCouncil (5812 : ANNEX - 171 Clemson Road, TMS#

ORDINANCE NO.: 2020-016

Annexing and Incorporating 171 Clemson Road, Richland County TMS#25705-07-25 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

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

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

WHEREAS, City Council adopted the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of General Commercial District (C-3), apportioned to City Council District 4, Census Tract 114.14, contains 1.42 acres, and shall be assigned an interim land use classification of Regional Activity Corridor (AC-3).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25705-07-25

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-016

All that certain piece, parcel, or tract of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being more fully shown and delineated as Lot 8-C, containing 1.42 acres, more or less, on a plat prepared for CCW Clemson Road, LLC by Associated E & S, Inc., dated December 18, 2009 and recorded January 22, 2010 in the Office of the Register of Deeds for Richland County, South Carolina in Record Book 1582, at page 3973, and having such metes and bounds as will be shown by reference to said plat. The metes and bounds as shown on said plat are incorporated herein by reference.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: December 16, 2019

RE: **Property Address:** 171 Clemson Road
Richland County TMS#: 25705-07-25
Owner(s): Michael E. Hutchins
Current Use: Commercial
Proposed Use: Commercial
Current County Land Use: Mixed Use Corridor
Proposed City Land Use: Regional Activity Corridor (AC-3)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 4
Census Tract: 114.14

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

Planning & Development Services staff will see to it that this matter is placed on the **January 6, 2020** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

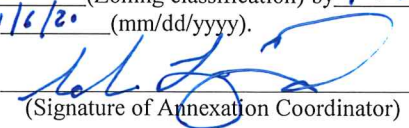
/atl

Attachments

cc:	Clint Shealy, Assistant City Manager	Missy Gentry, Assistant City Manager
	Jeff Palen, Assistant City Manager/CFO	Henry Simons, Assistant City Manager
	Aubrey Jenkins, Fire Chief	Teresa Knox, City Attorney
	William Holbrook, Police Chief	Joseph Jaco, Director, Utility Operations
	Robert Anderson, Public Works Director	Dana Higgins, Director, Engineering
	George Adams, Fire Marshal	Jan Alonso, Finance Director
	Krista Hampton, Planning & Development Services	Gloria Saaed, Community Development Director
	Lakesha Shannon, Business License Administrator	Greg Williams, Deputy Business License Administrator
	Angela Adams, Customer Care Administrator	Jacquelyn Richburg, Columbia-Richland 911
	Jerry Thompson, Building Official	David Hatcher, Housing Official
	Michelle Brazell, Engineering	Richland County Solid Waste Collection
	Denny Daniels, Engineering	John Fellows, Planning Administrator
	Police Planning & Research	Tori Salvant, Dev. Center Administrator
	Alfreda Tindal, Richland Co. 911 Addressing Coordinator	Rachel Bailey, Zoning Administrator

Planning Commission Land Use Recommendation: AC-3 (Land Use classification) by 7-0 on 1/6/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 7-0 on 1/6/20 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

Attachment: 2020-016 annex-incorporate 171 Clemson (5812 : ANNEX - 171 Clemson Road, TMS# 25705-07-25)



Future Land Use Map

171 Clemson Road, TMS# 25705-07-25;
Current Rich. Co. FLU: Mixed Use Corridor, Proposed FLU: AC-3

17.b

Department of Planning &
Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- UEAC-3 - Urban Core Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



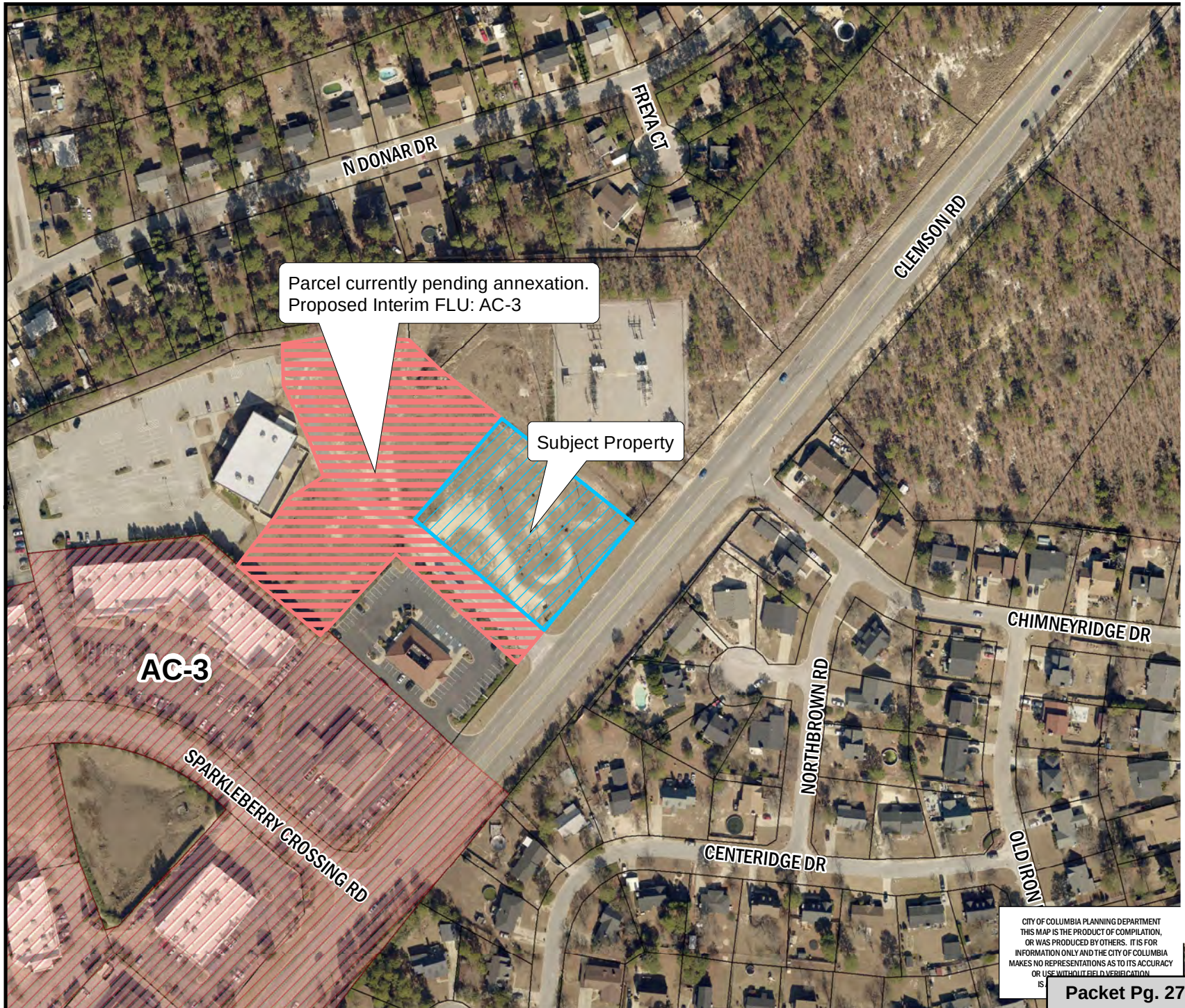
0 40 80 160
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
November 27, 2019



We Are Columbia



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

Packet Pg. 274

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2020-016 annex-incorporate 171 Clemson (5812 : ANNEX - 171 Clemson Road, TMS# 25705-

Zoning Map

Department of Planning &
Development Services

171 Clemson Road, TMS# 25705-07-25;
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3

17.b

Legend

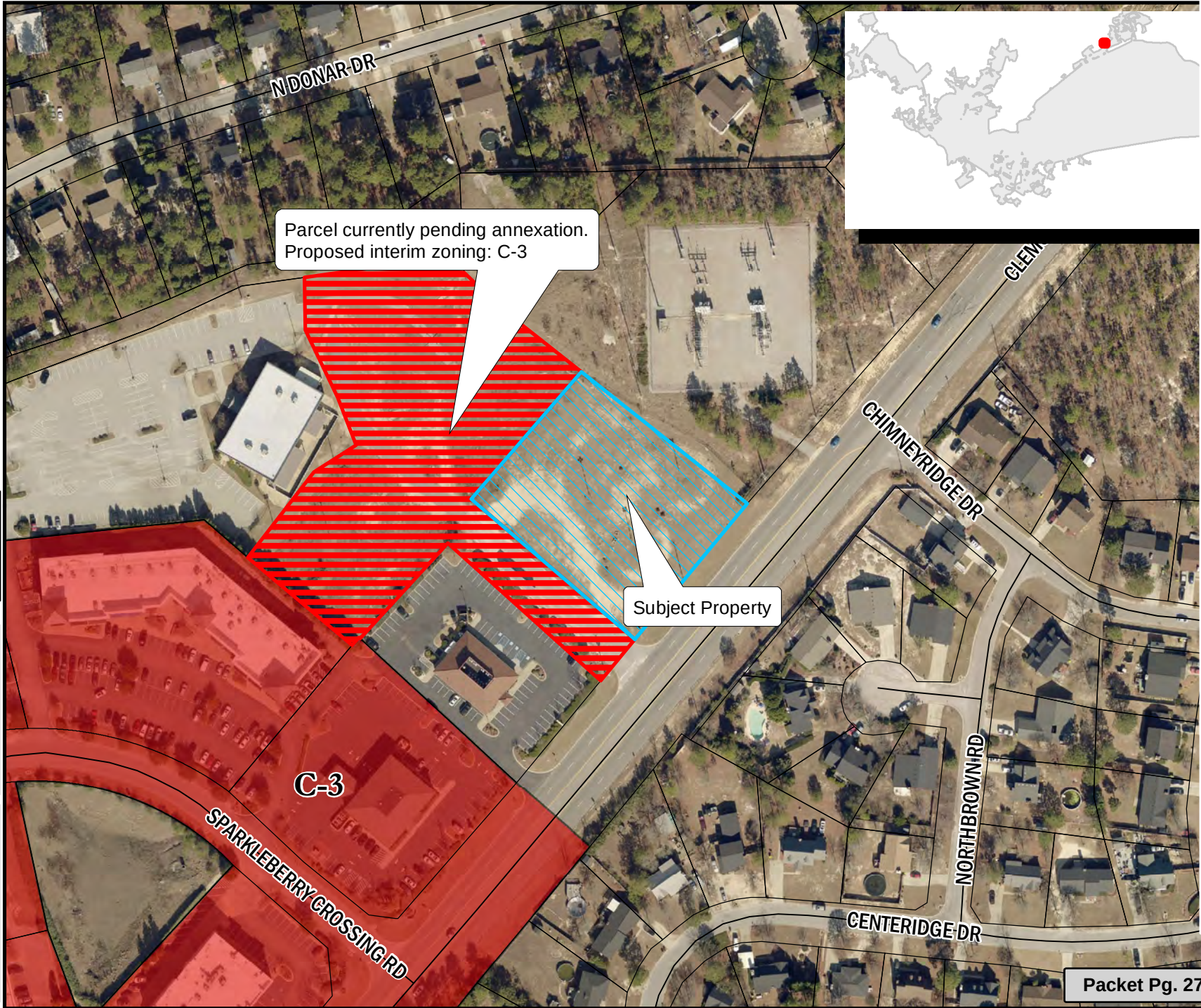
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 35 70 140 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
November 27, 2019

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Attachment: 2020-016 annex-incorporate 171 Clemson (5812 : ANNEX - 171 Clemson Road, TMS# 25705-

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

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

Property Description: All that certain piece, parcel, lot or tract of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being more fully shown and delineated as Lot 8-C, containing 1.42 acres, more or less, on a plat prepared for CCW Clemson Road, LLC by Associated E & S, Inc., dated December 18, 2009 and recorded January 22, 2010 in the Office of the Register of Deeds for Richland County, South Carolina in Record Book 1582, at page 3973, and having such metes and bounds as will be shown by reference to said plat. The metes and bounds as shown on said plat are incorporated herein by reference.

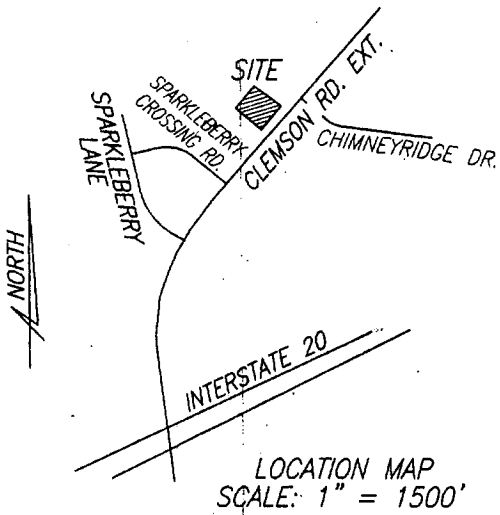
Richland County TMS: 25705-07-25

Property Address: 171 Clemson Road

BY: 
 Michael E. Hutchins

Date: 11-25-19

Attachment: 2020-016 annex-incorporate 171 Clemson (5812 : ANNEX - 171 Clemson Road, TMS# 25705-07-25)

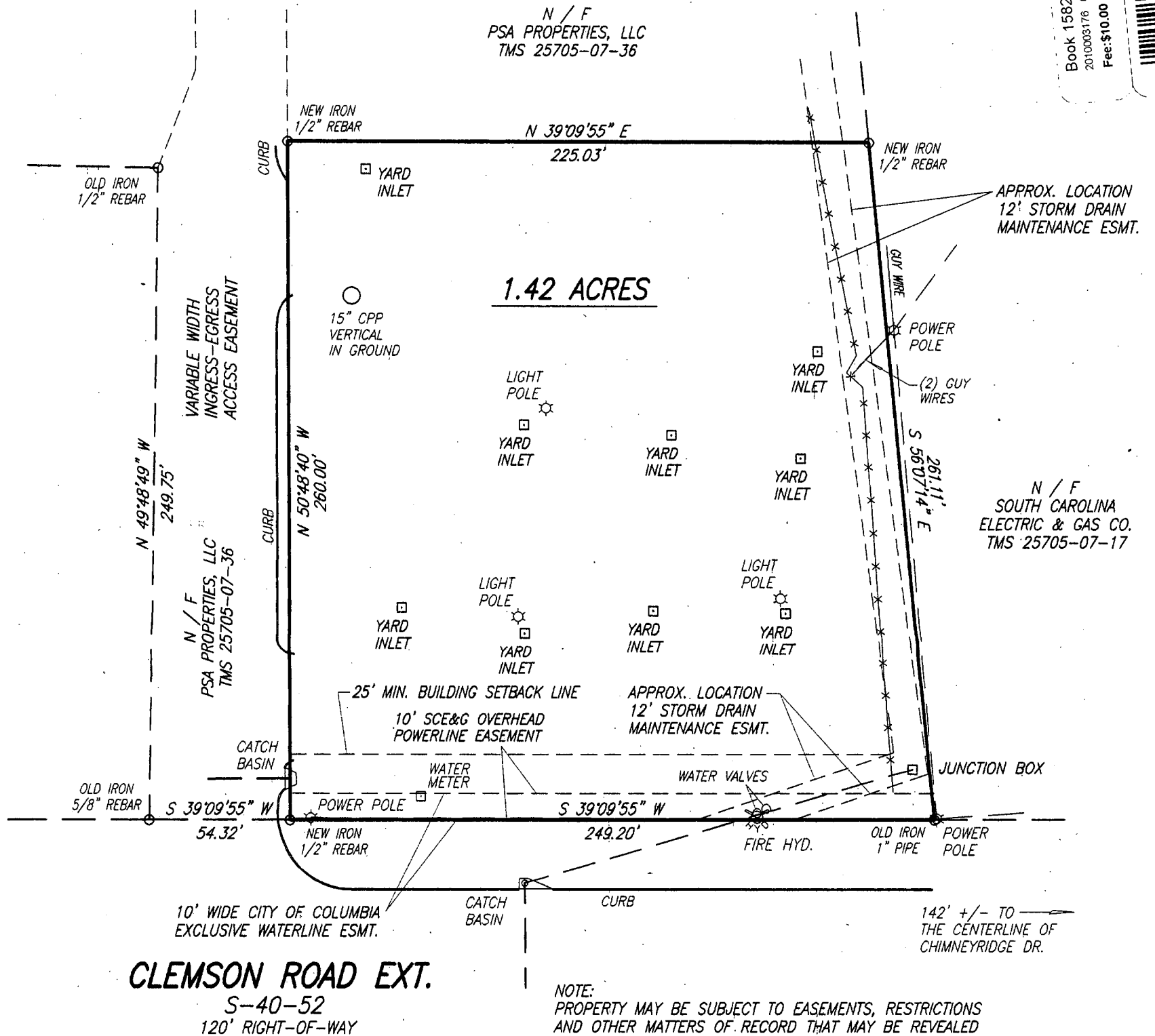
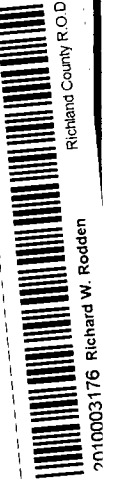


PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA

APPROVED FOR RECORDING

Date 1/21/10
RCF # MS-10-12
Signature M A Ruben

Book 1582-3973
2010003176 01/22/2010 10:55:57:807
Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00
Plat Oversized 11 x 17



CLEMSON ROAD EXT.
S-40-52
120' RIGHT-OF-WAY

NOTE:
PROPERTY MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS
AND OTHER MATTERS OF RECORD THAT MAY BE REVEALED
IN A COMPLETE TITLE SEARCH.

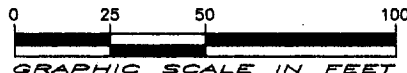
REVISIONS:
1. JAN. 12, 2009 TO SHOW ADDITIONAL EASEMENTS
AND CHANGE NAME ON PLAT.

THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL INSURANCE
ADMINISTRATION FLOOD HAZARD BOUNDARY MAP AND FOUND THAT THE
PROPERTY DESCRIBED HEREON IS NOT LOCATED IN A SPECIAL FLOOD
HAZARD AREA AS SHOWN ON MAP NO. 45079C 0110 H, DATED 2/20/02.

PLAT PREPARED FOR
CCW CLEMSON ROAD, LLC

SITE LOCATED IN RICHLAND COUNTY, SOUTH CAROLINA

SCALE: 1" = 50'



DATE: DEC. 18, 2009
SEE REVISIONS

REFERENCES:

1. RICHLAND COUNTY TAX MAP SHEET 25705-07-25.
2. BEING THE SAME SHOWN AS LOT 8 C, ON A PLAT PREPARED FOR PREMIER DEVELOPMENT I, LLC BY WK DICKSON DATED JULY 9, 2007.
3. PLAT PREPARED FOR PREMIER DEVELOPMENT 1, LLC BY WK DICKSON DATED FEB. 27, 2007.
4. ACCESS EASEMENT EXHIBIT BY WK DICKSON, PREPARED FOR PREMIER DEVELOPMENT 1, LLC DATED JULY 19, 2007.

CERTIFICATION:

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO ENCROACHMENTS OR PROJECTIONS UNLESS OTHERWISE SHOWN.

Larry W. Smith
LARRY W. SMITH, S.C., P.L.S. NO. 3724

ASSOCIATED E & S, INC.

B 197-09

800 VIOLET STREET, WEST COLUMBIA, SOUTH CAROLINA 29169 PH. 791-1550



Attachment: 2020-016 annex-incorporate 171 Clemson (5812 : ANNEX - 171 Clemson Road, TMS# 25705-07-25)



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT for 220
Deerwood Street; TMS# 13805-05-18

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2020-017 Annexing and Incorporating 220 Deerwood Street, Richland County TMS#13805-05-18 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 3

Proposal: Request to annex, assign land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of General Residential District (RG-2). The property is currently classified as Mixed Use Corridor and zoned RM-HD by Richland County.

Applicant: Christopher Seamon

Staff Recommendation: Approval

PC Recommendation: 01/06/2020; Approval (7-0)

First reading approval was given on May 19, 2020.

ATTACHMENTS:

- ANNEX-2019-0024-Deerwood220_MayCouncil (PDF)
- 2020-017 annex-incorporate 220 Deerwood (PDF)

HISTORY:

05/19/20

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

May 19 2020 at 6:00pm

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

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 220 Deerwood Street; TMS# 13805-05-18

Council District:	3
Proposal:	Request to annex, assign land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of General Residential District (RG-2). The property is currently classified as Mixed Use Corridor and zoned RM-HD by Richland County.
Applicant:	Christopher Seamon
Staff Recommendation:	Approval
PC Recommendation:	01/06/2020; Approval (7-0)
ZPH, 1 st Reading:	05/19/2020; Pending
2 nd Reading:	06/02/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.44 acres
 Current Use: Residential
 Proposed Use: Residential
 Reason for Annexation: Municipal Services
 Urban Service Area: Donut Hole
 Current County Land Use: Mixed Use Corridor
 Proposed City Land Use: Urban Core Residential Small Lot (UCR-1)
 Current County Zoning: RM-HD
 Proposed City Zoning: General Residential District (RG-2)
 Census Tract: 26.03

DETERMINATION FOR CITY SERVICES

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

Police

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve these three residential units is **approximately \$850 annually** based on last year's calls for service in nearby residential areas in the City of Columbia.

Fire

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

Solid Waste

The cost associated with solid waste service for this property is **\$187.00 annually** per household.

Engineering

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

Water Customer Care

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

Planning & Development Services

We recommend approval of the annexation of this 3 unit residential property, as it is located within a designated Donut Hole in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately \$450 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2019 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

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

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Core Residential Small Lot (UCR-1) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned a future land use of Neighborhood (Medium Density) by Richland County.

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

Primary Types

- Single-family Detached

Secondary Types

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

Tertiary Types

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

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RM-HD by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Residential District (RG-2) to the North and East. Surrounding parcels in unincorporated Richland County are currently zoned RM-HD to the South and West.

The proposed City of Columbia zoning district is General Residential District (RG-2)

General Residential District (RG-2)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

STAFF RECOMMENDATION

Staff recommends that City Council approve the assignment of a future land use classification of Urban Core Residential Small Lot (UCR-1) at the time of annexation.

Staff recommends that City Council assign zoning of General Residential District (RG-2) at the time of annexation.



Future Land Use Map

Department of Planning & Development Services

220 Deerwood Street, TMS# 13805-05-18;
Current Rich. Co. FLU: Mixed Use Corridor, Proposed FLU: UCR-1

18.a

Legend

CITY LIMITS

PARCELS

UCMR-1 - Urban Core Mixed Residential-1

UCMR-2 - Urban Core Mixed Residential-2

UCMR-3 - Urban Core Mixed Residential-3

UEMR - Urban Edge Mixed Residential

UEMF - Urban Edge Multi-Family

UCR-1 - Urban Core Residential Small Lot

UCR-2 - Urban Core Residential Large Lot

UER-1 - Urban Edge Residential Small Lot

UER-2 - Urban Edge Residential Large Lot

UCAC-1 - Urban Core Neighborhood Activity Center

UCAC-2 - Urban Core Community Activity Center

UEAC-1 - Urban Edge Community Activity Center

UEAC-2 - Urban Edge Regional Activity Center

AC-1 - Neighborhood Activity Corridor

AC-2 - Community Activity Corridor

AC-3 - Regional Activity Corridor

EC - Employment Campus

IND - Industrial

TU - Transportation & Utilities

SD-1 - Sports/Amusement District

SD-2 - Civic/Institutional Districts

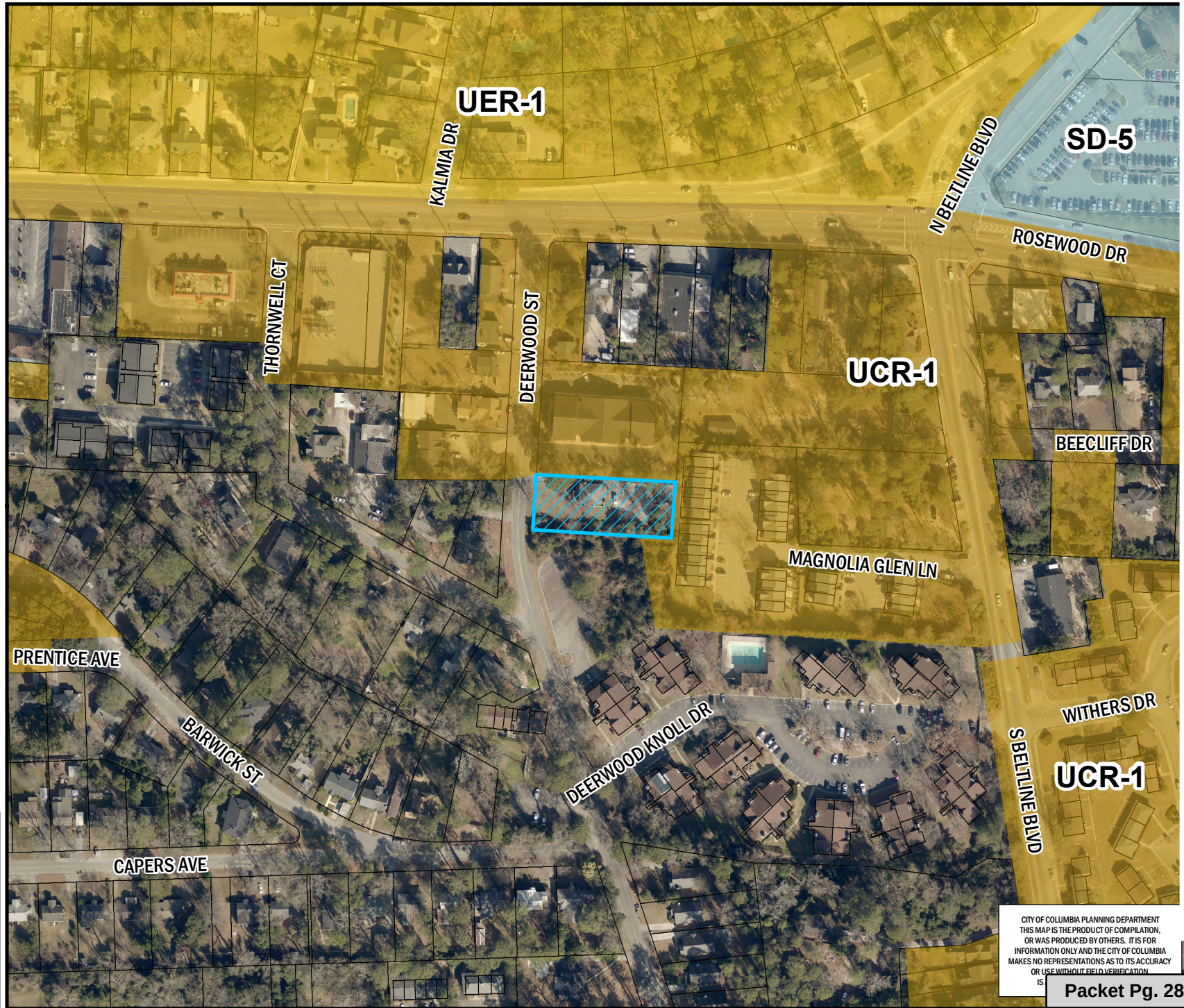
SD-3 - Central Business District

SD-4 - Riverbanks Zoo and Garden

SD-5 - Universities/Colleges

SD-6 - Fort Jackson

0 40 80 160 Feet



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
December 5, 2019



We Are Columbia

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

Packet Pg. 283

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ANNEX-2019-0024-Deerwood220_MayCouncil (5813 : ANNEX - 220 Deerwood Street, TMS#

Zoning Map

Department of Planning & Development Services

220 Deerwood Street, TMS# 13805-05-18;
Current Rich. Co. Zoning: RM-HD, Proposed Zoning: RG-2

18.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 35 70 140
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

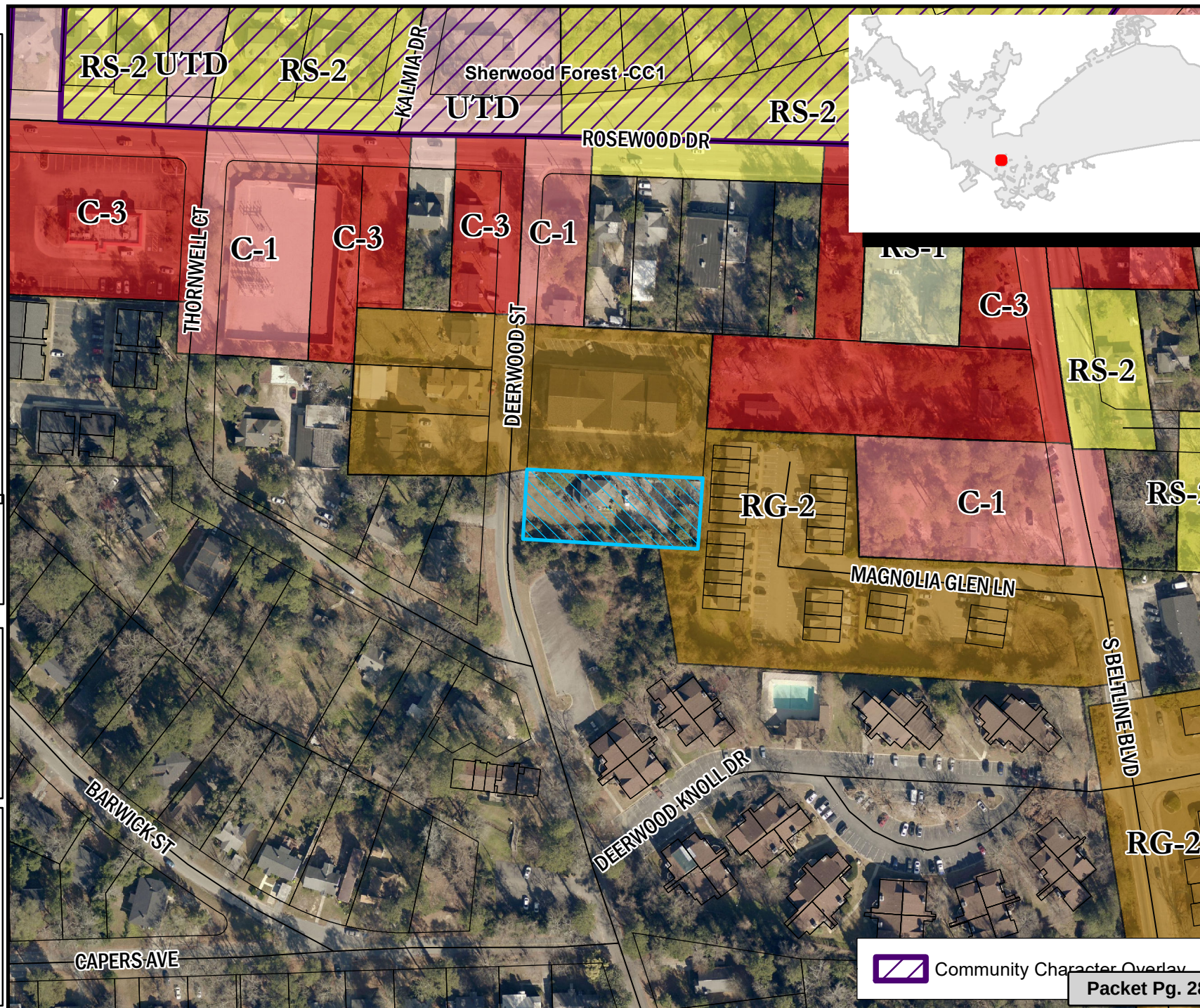
Shane Shaughnessy
December 5, 2019

DISCLAIMER:

The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



We Are Columbia



Community Character Overlay

Packet Pg. 284

Attachment: ANNEX-2019-0024-Deerwood220_MayCouncil (5813 : ANNEX - 220 Deerwood Street, TMS#

ORDINANCE NO.: 2020-017

Annexing and Incorporating 220 Deerwood Street, Richland County TMS#13805-05-18 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

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

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

WHEREAS, City Council adopted the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ___ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of General Residential (RG-2), apportioned to City Council District 3, Census Tract 26.03, contains 0.44 acres, and shall be assigned an interim land use classification of Urban Core Residential Small Lot (UCR-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13805-05-18

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-017

All that certain piece, parcel, or tract of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.44 acres, more or less, and shown and designated as block 05, lot 18 on Richland County Tax Map 13805. Said parcel having such boundaries and measurements as are shown on said tax map.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: December 5, 2019

RE: **Property Address:** 220 Deerwood Street
Richland County TMS#: 13805-05-18
Owner(s): Christopher Seamon
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Use Corridor
Proposed City Land Use: Urban Core Residential Small Lot (UCR-1)
Current County Zoning: Residential Multifamily – High Density (RM-HD)
Proposed City Zoning: General Residential (RG-2)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 3
Census Tract: 26.03

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

Planning & Development Services staff will see to it that this matter is placed on the January 6, 2020 Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

cc:	Clint Shealy, Assistant City Manager	Missy Gentry, Assistant City Manager
	Jeff Palen, Assistant City Manager/CFO	Teresa Knox, City Attorney
	Aubrey Jenkins, Fire Chief	William Holbrook, Police Chief
	Joseph Jaco, Director, Utility Operations	Dana Higgins, Director, Engineering
	Robert Anderson, Public Works Director	Jan Alonso, Finance Director
	Krista Hampton, Planning & Development Services	Gloria Saaed, Community Development Director
	Lakesha Shannon, Business License Administrator	George Adams, Fire Marshal
	Greg Williams, Deputy Business License Administrator	Rachel Bailey, Zoning Administrator
	Angela Adams, Customer Care Administrator	Jacquelyn Richburg, Columbia-Richland 911
	Jerry Thompson, Building Official	David Hatcher, Housing Official
	Michelle Brazell, Engineering	Richland County Solid Waste Collection
	Denny Daniels, Engineering	John Fellows, Planning Administrator
	Police Planning & Research	Tori Salvant, Dev. Center Administrator
	Alfreda Tindal, Richland Co. 911 Addressing Coordinator	

Planning Commission Land Use Recommendation: UCR-1 (Land Use classification) by 7-0 on 1/6/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-2 (Zoning classification) by 7-0 on 1/6/20 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

Attachment: 2020-017 annex-incorporate 220 Deerwood (5813 : ANNEX - 220 Deerwood Street, TMS# 13805-05-18)



Future Land Use Map

220 Deerwood Street, TMS# 13805-05-18;
Current Rich. Co. FLU: Mixed Use Corridor, Proposed FLU: UCR-1

18.b

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UEAC-3 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



0 40 80 160
Feet

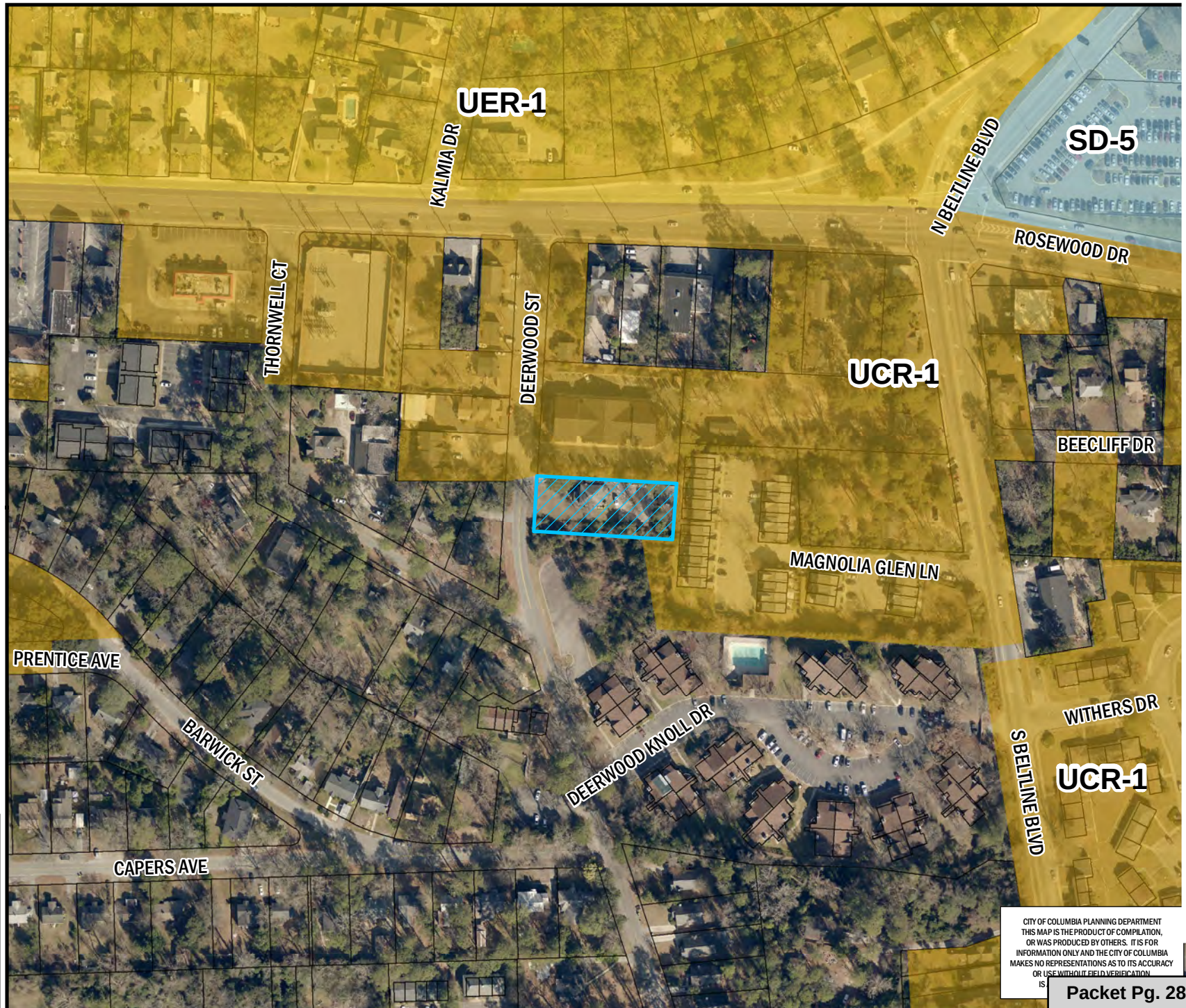
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
December 5, 2019



We Are Columbia



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

Packet Pg. 289

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2020-017 annex-incorporate 220 Deerwood (5813 : ANNEX - 220 Deerwood Street, TMS#

Zoning Map

Department of Planning & Development Services

220 Deerwood Street, TMS# 13805-05-18;
Current Rich. Co. Zoning: RM-HD, Proposed Zoning: RG-2

18.b

Legend

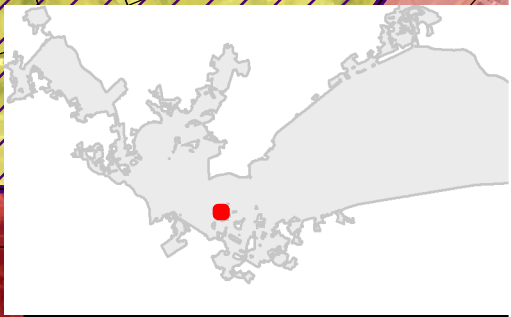
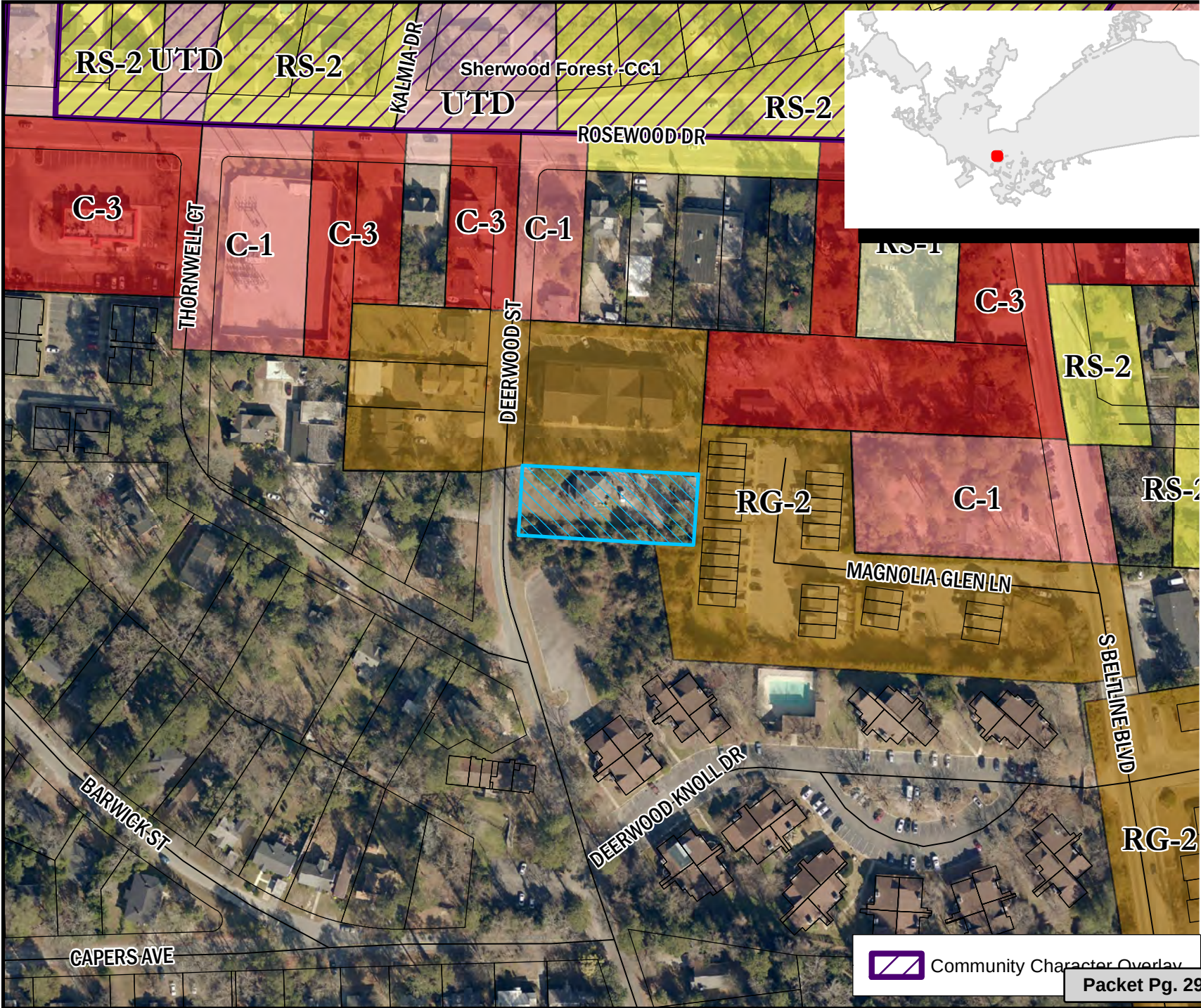
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 35 70 140 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
December 5, 2019

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Attachment: 2020-017 annex-incorporate 220 Deerwood (5813 : ANNEX - 220 Deerwood Street, TMS#

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

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

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

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.44 acres, more or less, and shown and designated as block 05, lot 18 on Richland County Tax Map 13805. Said parcel having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 13805-05-18

Property Addresses: 220 Deerwood Street

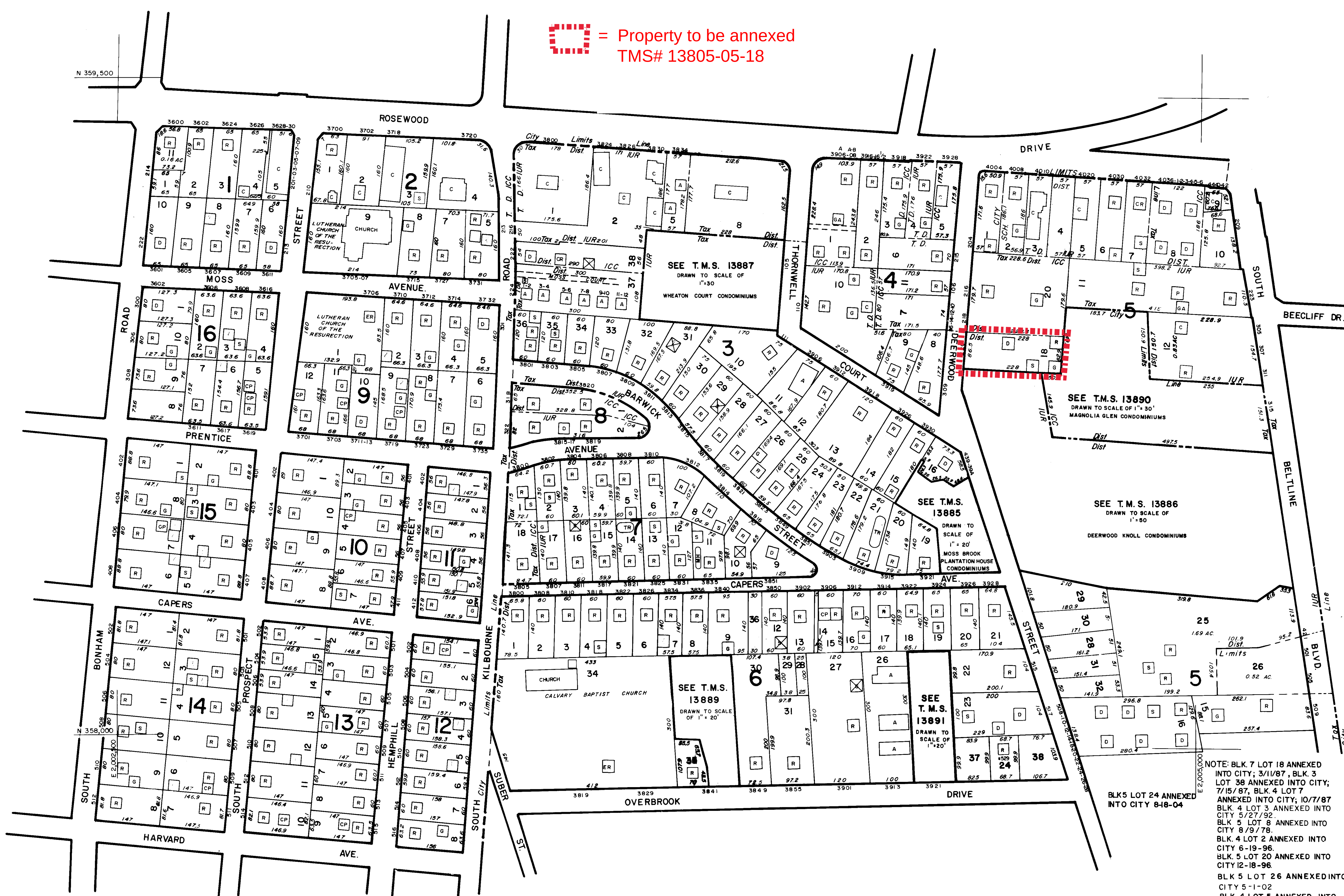
BY:

Christopher Seamon

Date: 12-2-2019

Attachment: 2020-017 annex-incorporate 220 Deerwood (5813 : ANNEX - 220 Deerwood Street, TMS# 13805-05-18)

13805



 = Property to be annexed
TMS# 13805-05-18

NOTE: BLK. 7 LOT 18 ANNEXED INTO CITY; 3/1/87, BLK. 3 LOT 38 ANNEXED INTO CITY; 7/15/87, BLK. 4 LOT 7 ANNEXED INTO CITY; 10/7/87 BLK. 4 LOT 3 ANNEXED INTO CITY 5/27/92. BLK. 5 LOT 8 ANNEXED INTO CITY 8/9/78. BLK. 4 LOT 2 ANNEXED INTO CITY 6-19-96. BLK. 5 LOT 20 ANNEXED INTO CITY 12-18-96. BLK. 5 LOT 26 ANNEXED INTO CITY 5-1-02. BLK. 4 LOT 5 ANNEXED INTO CITY 7-16-03.

Prepared by KUCERA ASSOCIATES Photogrammetric Consultants Mentor, Ohio	REVISIONS <table border="1" style="width: 100%;"> <tr> <th>DATE FIELD CHECKED</th> <th>DATE LAST REVISED</th> </tr> <tr> <td>12/83</td> <td>12/04</td> </tr> <tr> <td>12/85</td> <td>12/05</td> </tr> <tr> <td>12/88</td> <td>12/06</td> </tr> <tr> <td colspan="2" style="text-align: center;"> 12/01 12/02 12/03 </td> </tr> </table>		DATE FIELD CHECKED	DATE LAST REVISED	12/83	12/04	12/85	12/05	12/88	12/06	12/01 12/02 12/03		PROPERTY LINE RIGHT OF WAY CITY LIMITS SCHOOL DIST RAILROAD PUBLIC ROAD AND BLOCK DIVIDER	LEGEND R DENOTES BUILDING USE R - RESIDENTIAL C - COMMERCIAL ETC. (B) (C) DENOTES SEPARATE OWNER FROM BUILDING	BLOCK NO LOT NO LOT MEASUREMENT ACREAGE ADDRESS	50 50 150.5 6.55 AC 1204	PROPERTY TAX MAP RICHLAND COUNTY SOUTH CAROLINA	 THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE. THE BOARD OF ASSESSMENT CONTROL RESERVES THE EXCLUSIVE RIGHT TO SELL AND NO RESALE OR REPRODUCTIONS FOR RESALE PURPOSES IS PERMITTED.	MAP KEY <table border="1" style="width: 100%;"> <tr> <td>138-02</td> <td>138-06</td> <td>138-10</td> </tr> <tr> <td>138-01</td> <td>138-05</td> <td>138-09</td> </tr> <tr> <td>137-04</td> <td>137-08</td> <td>137-12</td> </tr> </table>	138-02	138-06	138-10	138-01	138-05	138-09	137-04	137-08	137-12	GRAPHIC SCALE 0 100 200 300 1" = 100' LOCATION AND DIMENSIONS OF BUILDINGS MAY NOT BE DRAWN TO SCALE.	 NORTH	PROPERTY MAP SHEET NO. 13805 SCHOOL DISTRICT ICC, IUR
	DATE FIELD CHECKED	DATE LAST REVISED																													
	12/83	12/04																													
	12/85	12/05																													
12/88	12/06																														
12/01 12/02 12/03																															
138-02	138-06	138-10																													
138-01	138-05	138-09																													
137-04	137-08	137-12																													



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT CASE
SUMMARY for 6728 Wingard Street; TMS# 16407-04-04

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2020-041 Annexing and Incorporating 6728 Wingard Street, Richland County TMS# 16407-04-04 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

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-1). The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County

Applicant: Venson Howard Reese

Staff Recommendation: Approval

PC Recommendation: 03/02/2020; Approval (7-0)

First reading approval was given on May 19, 2020.

ATTACHMENTS:

- ANNEX-2020-0001_Wingard6728_Council (PDF)
- 2020-041 annex-incorporate 6728 Wingard(PDF)

HISTORY:

05/19/20

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

May 19, 2020 at 6:00pm

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

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 6728 Wingard Street; TMS# 16407-04-04

Council District:	4
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-1). The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County.
Applicant:	Venson Howard Reese
Staff Recommendation:	Approval
PC Recommendation:	03/02/2020; Approval (7-0)
ZPH, 1 st Reading:	05/19/2020; Pending
2 nd Reading:	06/02/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.35 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: RS-LD
Proposed City Zoning: Single Family Residential District (RS-1)
Census Tract: 116.03

DETERMINATION FOR CITY SERVICES

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

Police

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this single family residence is **approximately \$300 annually** based on last year's calls for service in nearby residential areas in the City of Columbia.

Attachment: ANNEX-2020-0001_Wingard6728_Council (5929 : ANNEX - 6728 Wingard Street; TMS# 16407-04-04)

Fire

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

Solid Waste

The cost associated with solid waste service for this property is **\$187.00 annually** per household. This is the only house served on Wingard Street and will add to miles travelled.

Engineering

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

Water Customer Care

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

Planning & Development Services

We recommend annexation of this single family residence, located within a Donut Hole as designated in the Urban Service Area plan. The estimated real estate tax revenue generated will be **approximately \$300 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on 2019 millage for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

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

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Edge Residential Large Lot (UER-2). The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban

neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types

- Single-family Detached
- *Accessory dwelling units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Small Format Business/Employment
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-LD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R) to the South. Surrounding parcels in unincorporated Richland County are currently zoned RS-LD to the West, North, and East.

The proposed City of Columbia zoning district is Single Family Residential District (RS-1).

Single Family Residential District (RS-1)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends that City Council approve an ordinance to assign a future land use classification of Urban Edge Residential Large Lot (UER-2) at the time of annexation.

Staff recommends that City Council assign zoning of Single Family Residential District (RS-1) at the time of annexation.



Future Land Use Map

6728 Wingard Street, TMS# 16407-04-04;

Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UER-2

19.a

Department of Planning & Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



0 60 120 240 Feet

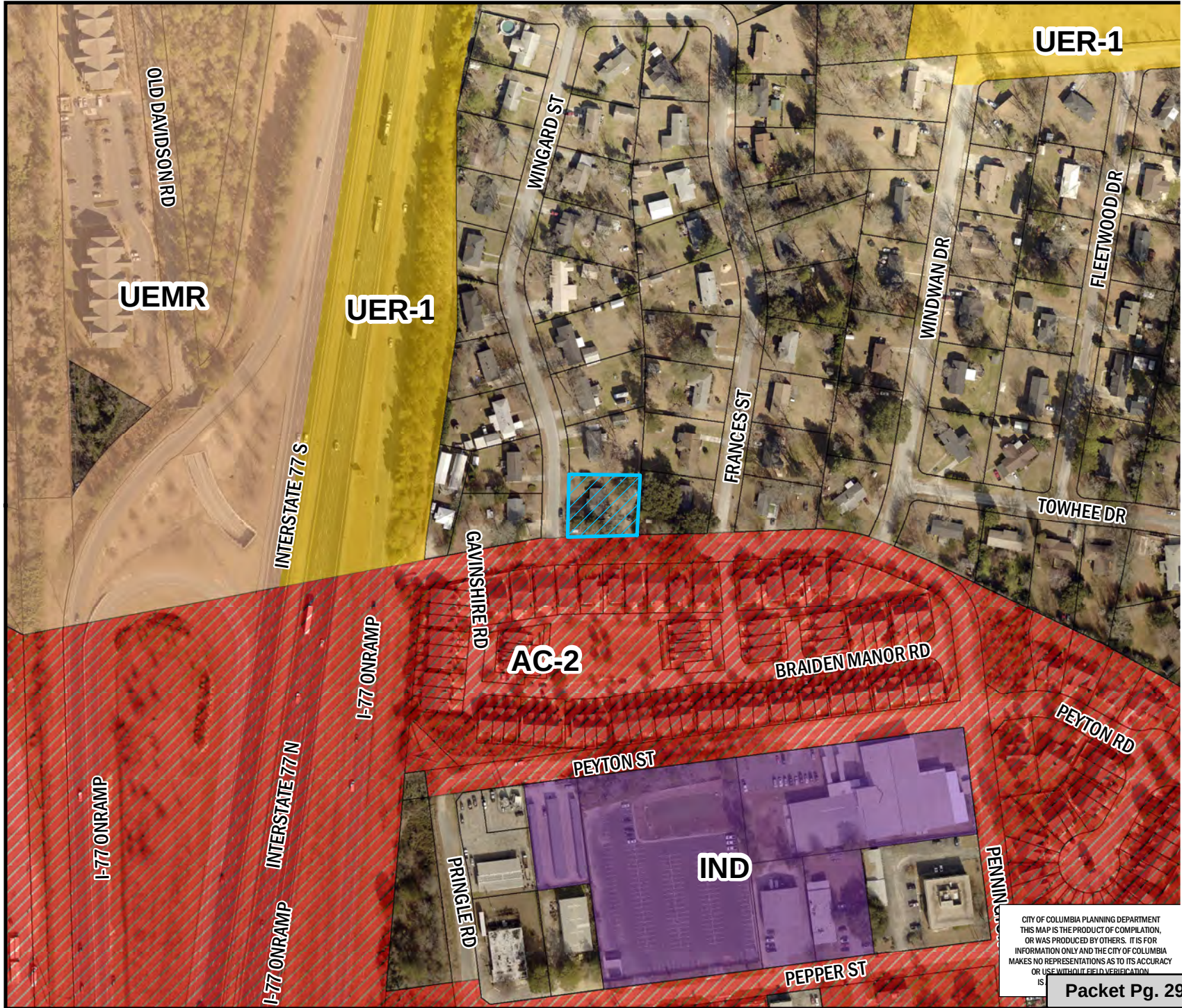
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
February 12, 2020



We Are Columbia



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

Packet Pg. 298

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ANNEX-2020-0001_Wingard6728_Council (5929 : ANNEX - 6728 Wingard Street; TMS# 16407-

Zoning Map

Department of Planning & Development Services

6728 Wingard Street, TMS# 16407-04-04;
Current Rich. Co. Zoning: RS-LD, Proposed Zoning: RS-1

19.a

Legend

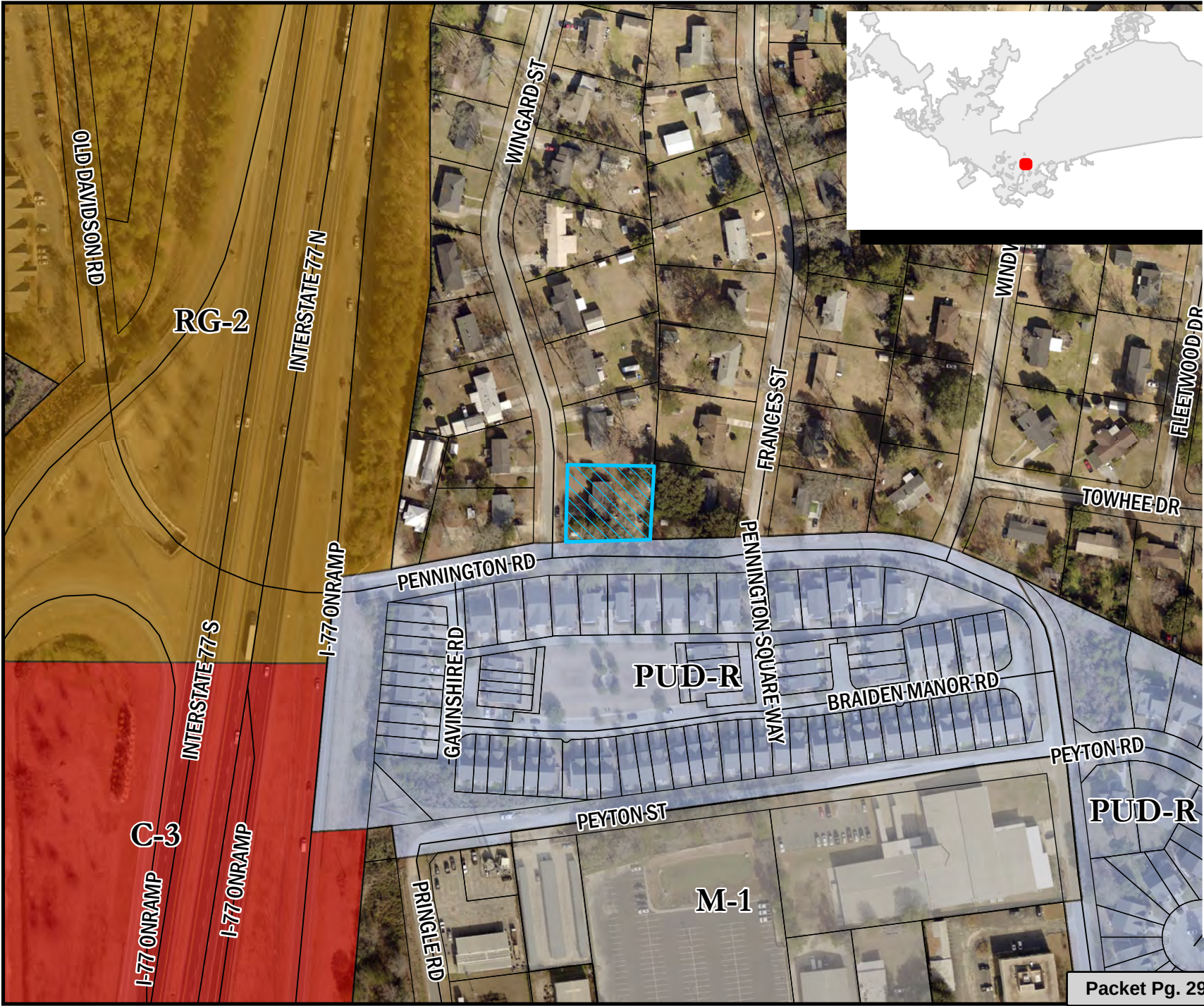
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
February 12, 2020

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Attachment: ANNEX-2020-0001_Wingard6728_Council (5929 : ANNEX - 6728 Wingard Street; TMS# 16407-

ORDINANCE NO.: 2020-041

Annexing and Incorporating 6728 Wingard Street, Richland County TMS# 16407-04-04 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

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

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

WHEREAS, City Council adopted the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ___ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Single Family Residential District (RS-1), apportioned to City Council District 4, Census Tract 116.03, contains 0.35 acres, and shall be assigned an interim land use classification of Urban Edge Residential Large Lot (UER-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16407-04-04

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

Requested by:

Assistant City Manager Gentry

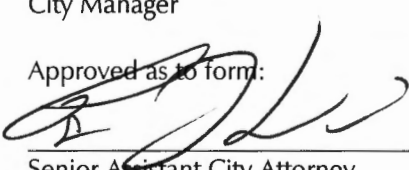
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-041

All that certain piece, parcel, or tract of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being at the northeastern corner of the intersection of Wingard and Pennington, in the subdivision known as Pennington Acres, and being more particularly shown as Lot 1, Block "C" on a plat of Pennington Acres prepared by McMillian Engineering Company dated May 10, 1960 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 16 at Page 186. Said plat is incorporated herein by reference for a more complete and accurate description.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: February 12, 2020

RE: **Property Address:** 6728 Wingard Street
Richland County TMS#: 16407-04-04
Owner(s): Venson Howard Reese
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Single Family – Low Density (RS-LD)
Proposed City Zoning: Single Family Residential (RS-1)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 4
Census Tract: 116.03

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

Planning & Development Services staff will see to it that this matter is placed on the **March 2, 2020** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

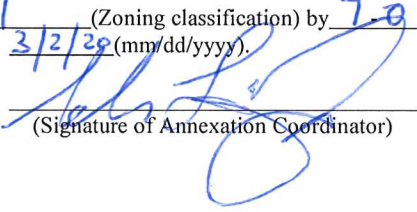
/atl

Attachments

cc: Clint Shealy, Assistant City Manager Jeff Palen, Assistant City Manager/CFO Aubrey Jenkins, Fire Chief Joseph Jaco, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Lakesha Shannon, Business License Administrator Greg Williams, Deputy Business License Administrator Tiffany Latimer, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Police Planning & Research Alfreda Tindal, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Teresa Knox, City Attorney William Holbrook, Police Chief Dana Higgins, Director, Engineering Jan Alonso, Finance Director Gloria Saaed, Community Development Director George Adams, Fire Marshal Rachel Bailey, Zoning Administrator Jacquelyn Richburg, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Tori Salvant, Dev. Center Administrator
--	---

Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 7-D on 3/2/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RS-1 (Zoning classification) by 7-D on 3/2/20 (mm/dd/yyyy).


(Signature of Annexation Coordinator)

Attachment: 2020-041 annex-incorporate 6728 Wingard (5929 : ANNEX - 6728 Wingard Street; TMS# 16407-04-04)



Future Land Use Map

6728 Wingard Street, TMS# 16407-04-04;

Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UER-2

19.b

Department of Planning & Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



0 60 120 240 Feet

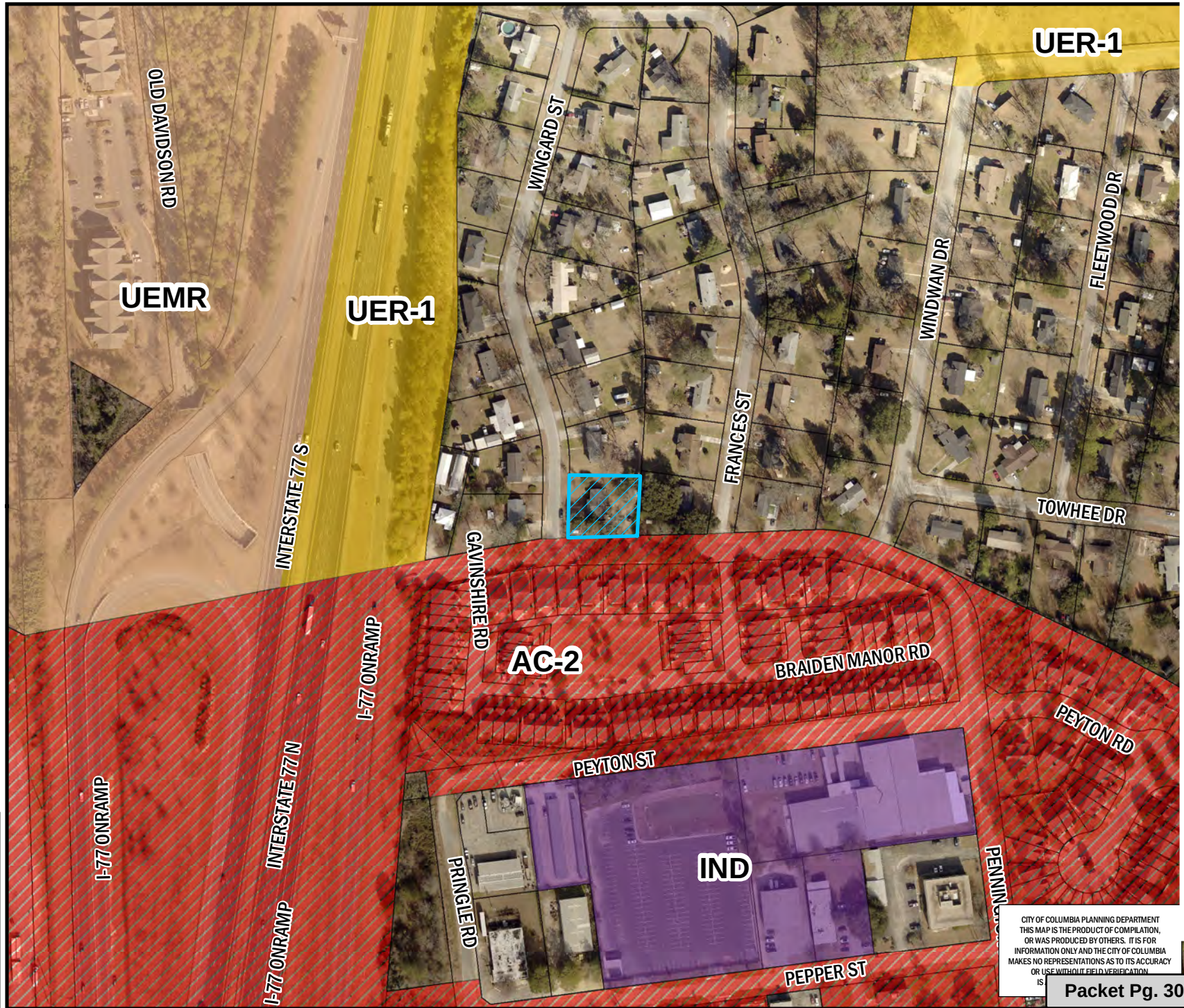
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
February 12, 2020



We Are Columbia



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

Packet Pg. 304

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2020-041 annex-incorporate 6728 Wingard (5929 : ANNEX - 6728 Wingard Street; TMS#

Zoning Map

Department of Planning & Development Services

6728 Wingard Street, TMS# 16407-04-04;
Current Rich. Co. Zoning: RS-LD, Proposed Zoning: RS-1

19.b

Legend

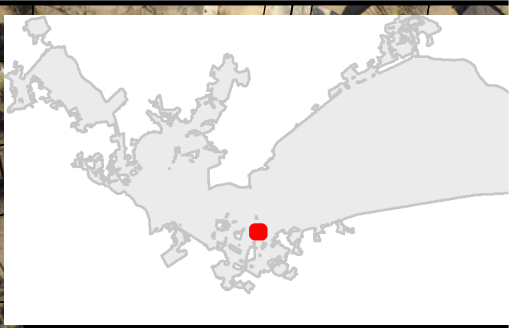
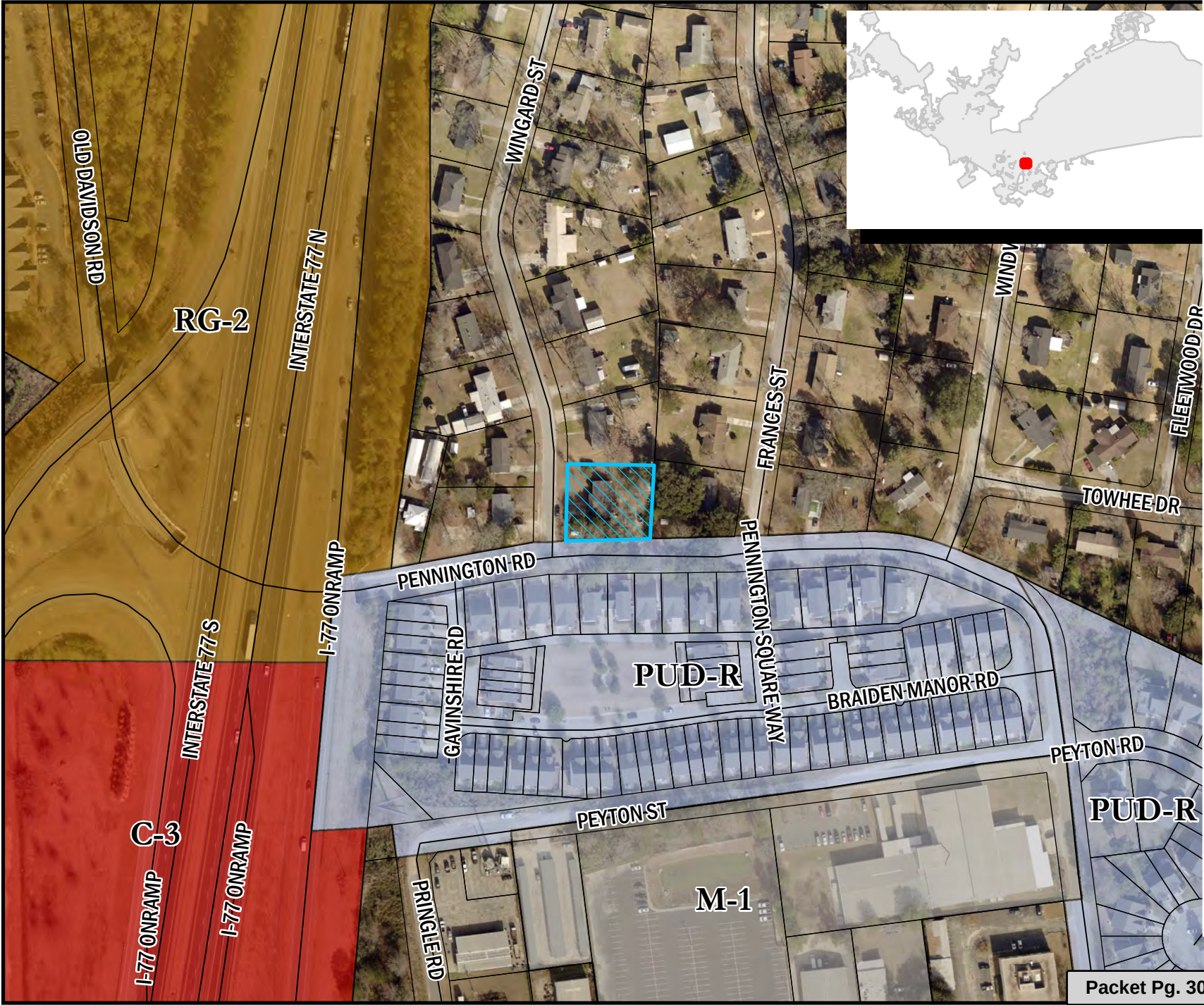
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
February 12, 2020

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Attachment: 2020-041 annex-incorporate 6728 Wingard (5929 : ANNEX - 6728 Wingard Street; TMS#

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

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

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being at the northeastern corner of the intersection of Wingard and Pennington, in the subdivision known as Pennington Acres, and being more particularly shown as Lot 1, Block "C" on a plat of Pennington Acres prepared by McMillan Engineering Company dated May 10, 1960 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 16 at Page 186. Said plat is incorporated herein by reference for a more complete and accurate description.

Richland County TMS: 16407-04-04

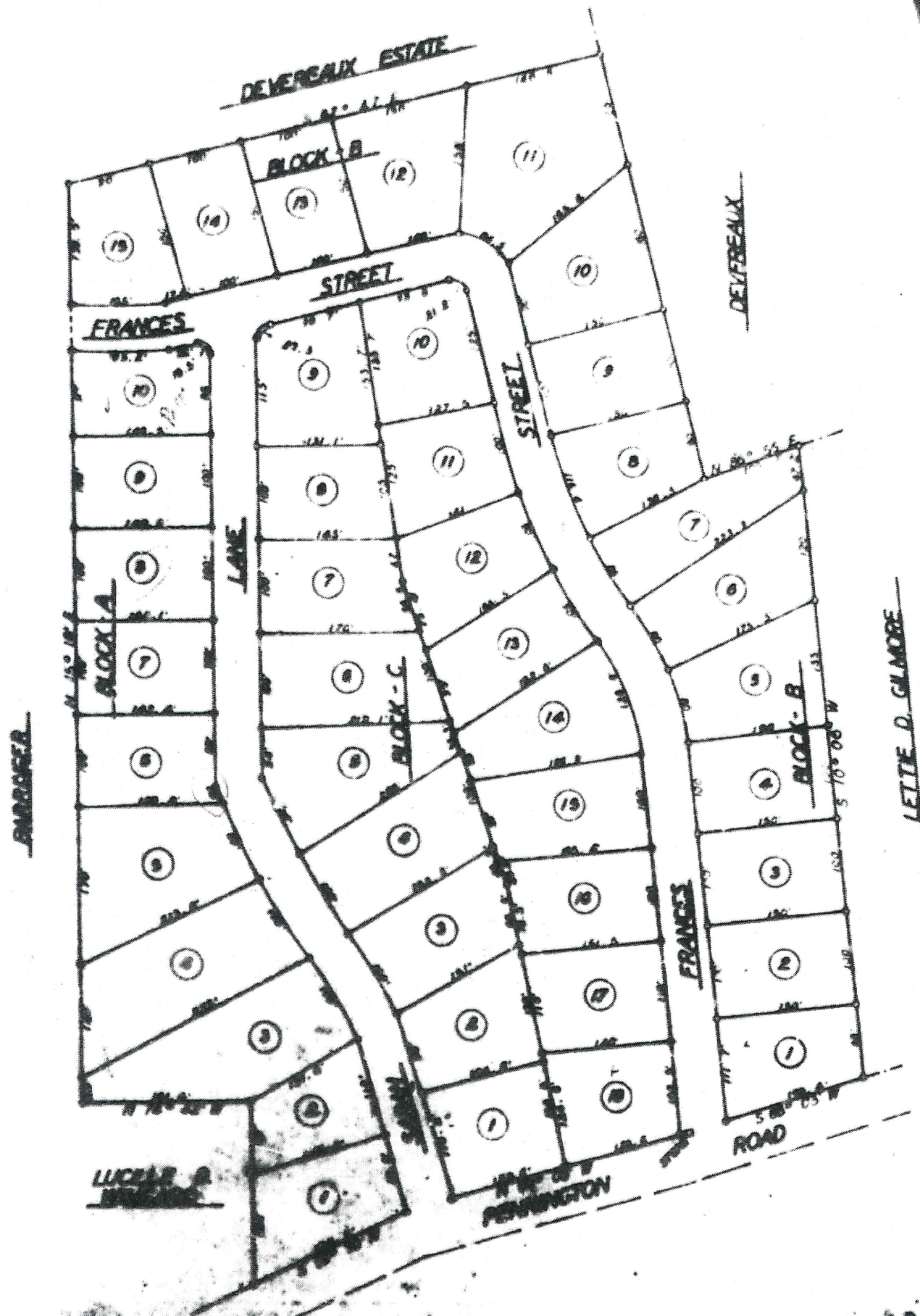
Property Addresses: 6728 Wingard Street

BY: Venson Howard Reese
 Venson Howard Reese

Date: 2-12-2020

Attachment: 2020-041 annex-incorporate 6728 Wingard (5929 : ANNEX - 6728 Wingard Street; TMS# 16407-04-04)

11-187



Map No. 1 of PM '90
 JAMES W. McMillan
 S. C. C. & S. C.
 HIGHLAND COUNTY, S. C.

Cost of Plat Fee
 \$1.00
 AUG 10 1900
 THE E. B. BRYAN CO. INC.

PLAT OF
"PENNINGTON ACRES"
 HIGHLAND COUNTY, MISSOURI
 COLUMBIA, S. C.
 SCALE 1" = 100'
 MAY 10, 1900
 McMILLAN ENGINEERING COMPANY



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT for 940
Gracern Road TMS# 07301-02-01

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2020-038 Annexing and Incorporating 940 Gracern Road, Richland County TMS# 07301-02-01 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 2

Proposal: Request to annex, assign land use classification of Employment Campus (EC) and assign zoning of General Commercial (C-3). The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County.

Applicant: American Home Renovations, LLC / Julius Brazell

Staff Recommendation: Approval

PC Recommendation: 05/04/2020; Pending (7 - 0)

First reading approval was given on May 19, 2020.

ATTACHMENTS:

- ANNEX-2020-0005-GracernRd940.Council (PDF)
- 2020-038 annex-incorporate 940 Gracern (PDF)

HISTORY:

05/19/20

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

May 19, 2020 at 6:00pm

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

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 940 Gracern Road TMS# 07301-02-01

Council District: 2

Proposal: Request to annex, assign land use classification of Employment Campus (EC) and assign zoning of General Commercial (C-3). The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County.

Applicant: American Home Renovations, LLC / Julius Brazell

Staff Recommendation: Approval

PC Recommendation: 04/06/2020; Postponed to May due to COVID-19
PC Recommendation: 05/04/2020; Approval (7 - 0)

ZPH, 1st Reading: 05/19/2020; Pending
2nd Reading: 06/02/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.53 acres
Current Use: Vacant
Proposed Use: Commercial / Vacant
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Employment Campus (EC)
Current County Zoning: Residential Single Family Low Density (RS-LD)
Proposed City Zoning: General Commercial District (C-3)
Census Tract: 104.03

DETERMINATION FOR CITY SERVICES

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

Attachment: ANNEX-2020-0005-GracernRd940.Council (5930 : ANNEX - 940 Gracern Road TMS# 07301-02-01)

Police

As most of the proposed development is on a parcel within the City limits, it is difficult to calculate the cost of the annexation of this parcel separate from the portion already within the City limits. **Including the property already within the City limits, the estimated annual cost for this development based upon calls for service is approximately \$700.**

Fire

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

Solid Waste

There is **no anticipated cost** for this property under consideration for annexation, as solid waste service is not provided to this type of use.

Engineering

Water lines serve this property, and sewer service is available to the portion of the development that is already within the City limits. If it would be necessary to extend sewer to the northern part of the property, **the estimated cost for that extension would be approximately \$56,000.**

Water Customer Care

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

Planning & Development Services

We recommend annexation of this parcel, located within a Donut Hole as designated in the Urban Service Area plan. There are no immediate development plans on a 1.45 portion of the subject property, and the remaining 0.92 acres will be developed in conjunction with an adjacent parcel that is already within the City limits. Thus, it is difficult to isolate the real estate tax revenue for this parcel from the adjacent property already within the City. **Including the development on the property already within the City limits, the estimated annual real estate tax revenue is approximately \$4,000.**

* Estimated City Tax Revenue is based on 2019 millage for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax *credit* factor applies to in-City properties (an additional .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

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

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Employment Campus (EC). The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

These are areas dedicated to concentrations of employment uses ranging from professional services, research and development, and light production facilities. They are often designed in parks with internal street networks, extensive green spaces, and large format buildings. These districts are most often found at the urban edge, and require large tracts of land. These campuses are comprised primarily of office buildings including corporate offices, medical or professional offices, medical research facilities, office suites, and non-polluting manufacturing, and research and development uses. Redevelopment and infill in these districts with more supporting uses like multi-family residential and other retail/entertainment uses is encouraged with access to multi-modal transit stops in and near the employment campus.

Primary Types

Medium to High-rise Office/Services
Medium to Extra Large Format Flex

Secondary Types

- Multi-family Medium to High-rise Mixed-use
- Parking Structures

Tertiary Types

- Single-family Attached
- Multi-family Small to High-rise
- Commercial Small to Extra Large
- Parking Lots

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

The subject property is located within the study area of the [Broad River Corridor Master Plan](#) (2010) adopted by Richland County, specifically within the Greystone Boulevard Neighborhood Sub-Area (page 48). The plan proposes a land use character district of Neighborhood Residential District for the property (page 32), and the subject property is not located within a half mile radius of the proposed nodes set forth within the plan along the Broad River Road Corridor (page 61).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-LD by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the West and South and Development District (D-1) to the East. Surrounding parcels in unincorporated Richland County are currently zoned RS-LD to the North.

The proposed City of Columbia zoning district is General Commercial District (C-3).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends that City Council approve an ordinance to assign a future land use classification of Employment Campus (EC) at the time of annexation.

Staff recommends that City Council assign zoning of General Commercial District (C-3) at the time of annexation.



Future Land Use Map

Department of Planning & Development Services

940 Gracern Road, TMS# 07301-02-01;

Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: EC

20.a

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



0 50 100 200 Feet

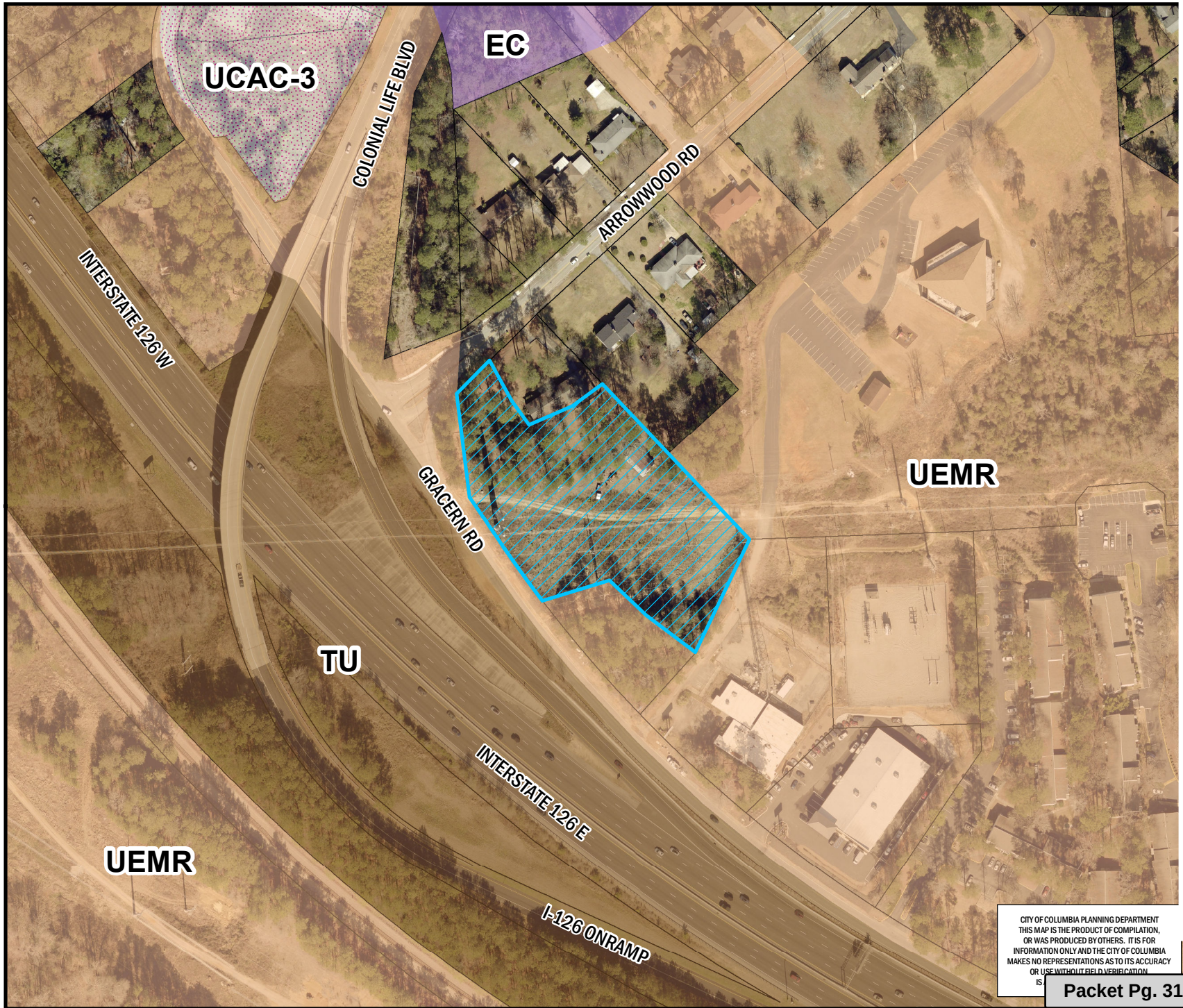
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
March 11, 2020



We Are Columbia



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

Packet Pg. 314

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

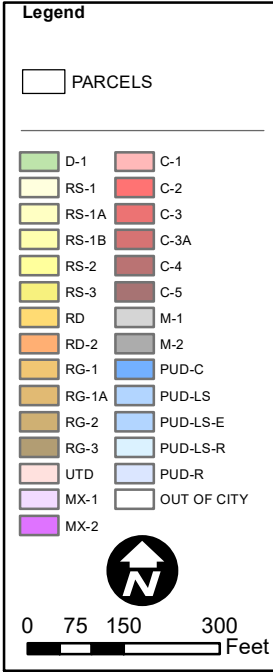
Attachment: ANNEX-2020-0005-GracernRd940.Council (5930 : ANNEX - 940 Gracern Road TMS# 07301-

Zoning Map

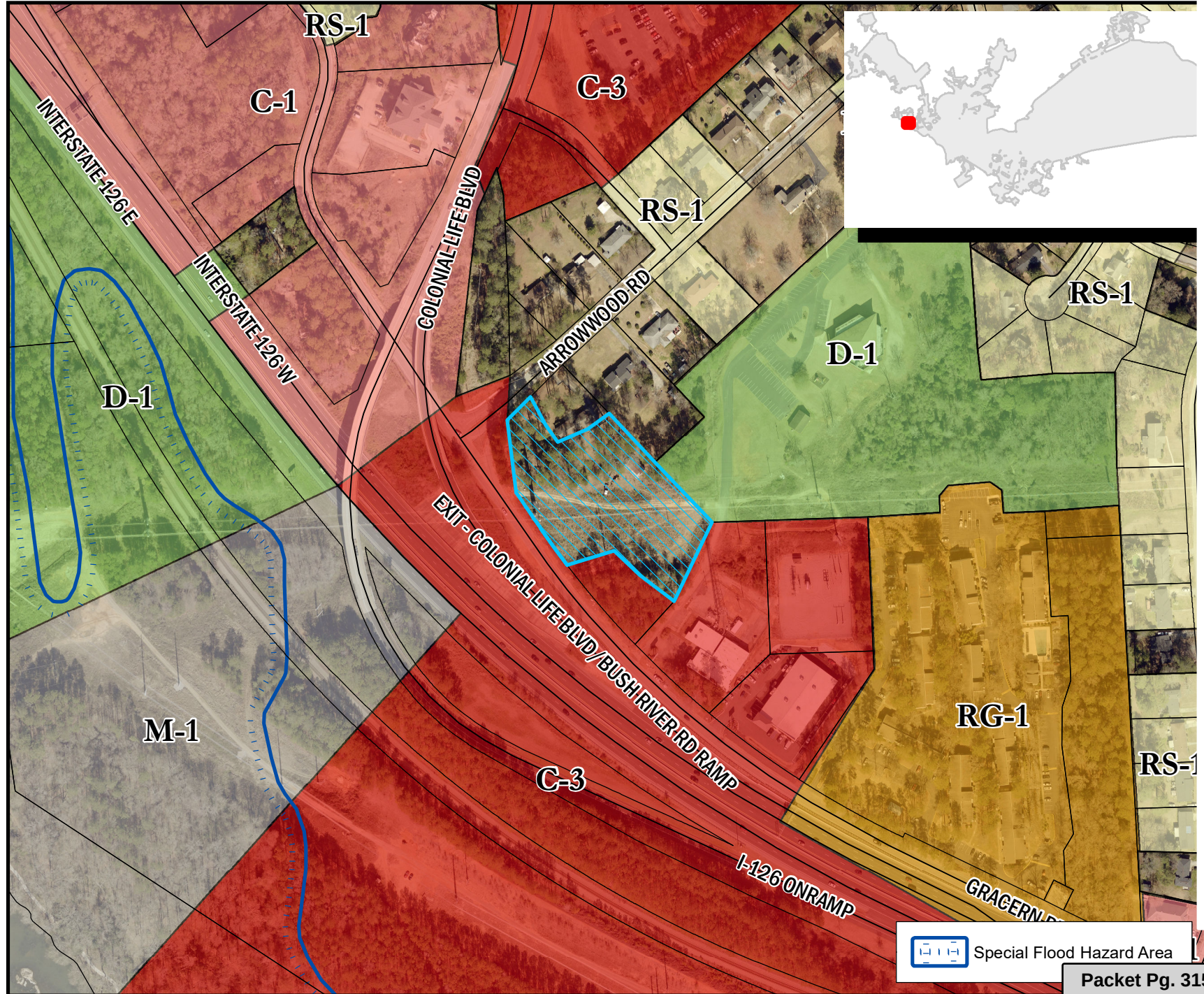
Department of Planning &
Development Services

940 Gracern Road, TMS# 07301-02-01;
Current Rich. Co. Zoning: RS-LD, Proposed Zoning: C-3

20.a



DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Special Flood Hazard Area

Packet Pg. 315

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ANNEX-2020-0005-GracernRd940.Council (5930 : ANNEX - 940 Gracern Road TMS# 07301-

ORDINANCE NO.: 2020-038

Annexing and Incorporating 940 Gracern Road, Richland County TMS# 07301-02-01 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

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

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

WHEREAS, City Council adopted the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ___ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of General Commercial District (C-3), apportioned to City Council District 2, Census Tract 104.03, contains 2.53 acres, and shall be assigned an interim land use classification of Employment Campus (EC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 07301-02-01

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

Requested by:

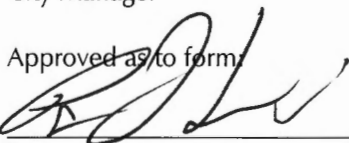
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-038

All that certain piece, parcel, or tract of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and shown as Tract B on a Zoning Sketch prepared for Carolina Paint & Body by Howard R. Boyd, II, P.E., Southeastern Land Management and Surveying, LLC, dated January 28, 2020, and containing 0.92 acres. Said tract having such boundaries and measurements as are shown on said Zoning Sketch being hereby incorporated by reference for a more complete description of the property.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: March 11, 2020

RE: **Property Address:** 940 Gracern Road
Richland County TMS#: 07301-02-01
Owner(s): American Home Renovations, LLC / Julius Brazell
Current Use: Vacant
Proposed Use: Commercial / Vacant
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Employment Campus (EC)
Current County Zoning: Residential Single Family Low Density (RS-LD)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 2
Census Tract: 104.03

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

Planning & Development Services staff will see to it that this matter is placed on the **April 6, 2020** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

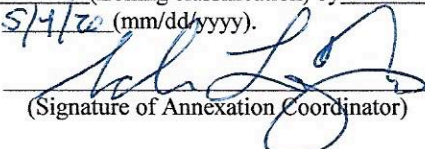
/atl

Attachments

cc:	Clint Shealy, Assistant City Manager	Missy Gentry, Assistant City Manager
	Jeff Palen, Assistant City Manager/CFO	Teresa Knox, City Attorney
	Aubrey Jenkins, Fire Chief	William Holbrook, Police Chief
	Joseph Jaco, Director, Utility Operations	Dana Higgins, Director, Engineering
	Robert Anderson, Public Works Director	Jan Alonso, Finance Director
	Krista Hampton, Planning & Development Services	Gloria Saaed, Community Development Director
	Lakesha Shannon, Business License Administrator	George Adams, Fire Marshal
	Greg Williams, Deputy Business License Administrator	Rachel Bailey, Zoning Administrator
	Tiffany Latimer, Customer Care Administrator	Jacquelyn Richburg, Columbia-Richland 911
	Jerry Thompson, Building Official	David Hatcher, Housing Official
	Michelle Brazell, Engineering	Richland County Solid Waste Collection
	Denny Daniels, Engineering	John Fellows, Planning Administrator
	Police Planning & Research	Tori Salvant, Dev. Center Administrator
	Alfreda Tindal, Richland Co. 911 Addressing Coordinator	

Planning Commission Land Use Recommendation: EC (Land Use classification) by 7.0 on 5/4/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 7.0 on 5/4/20 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

Attachment: 2020-038 annex-incorporate 940 Gracern (5930 : ANNEX - 940 Gracern Road TMS# 07301-02-01)



Attachment: 2020-038 annex-incorporate 940 Gracen (5930 : ANNEX - 940 Gracern Road TMS# 07301-02-01)

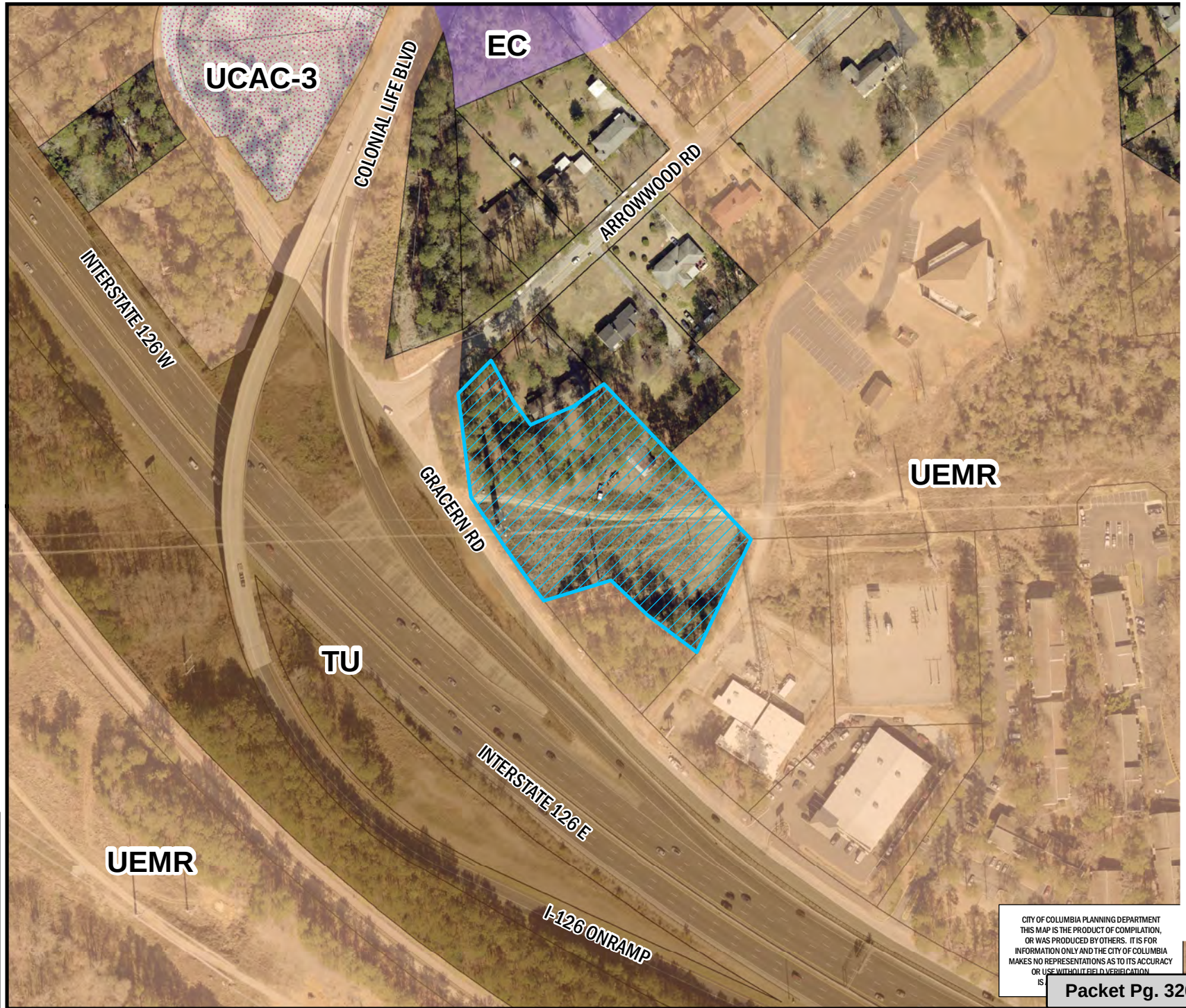
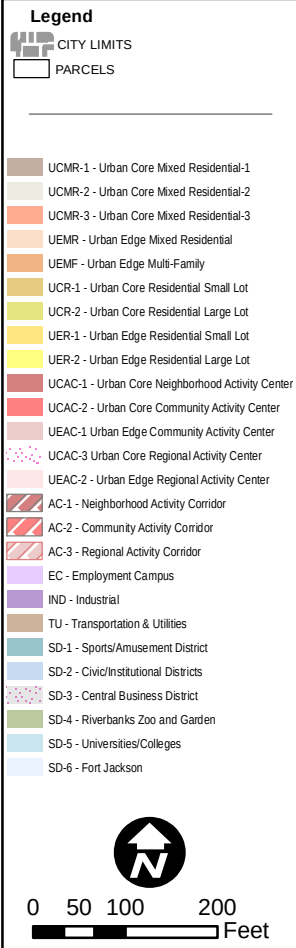
Future Land Use Map

Department of Planning & Development Services

940 Gracern Road, TMS# 07301-02-01;

Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: EC

20.b



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
March 11, 2020



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

Packet Pg. 320

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2020-038 annex-incorporate 940 Gracern (5930 : ANNEX - 940 Gracern Road TMS# 07301-02-

Zoning Map

Department of Planning & Development Services

940 Gracern Road, TMS# 07301-02-01;
Current Rich. Co. Zoning: RS-LD, Proposed Zoning: C-3

20.b

Legend

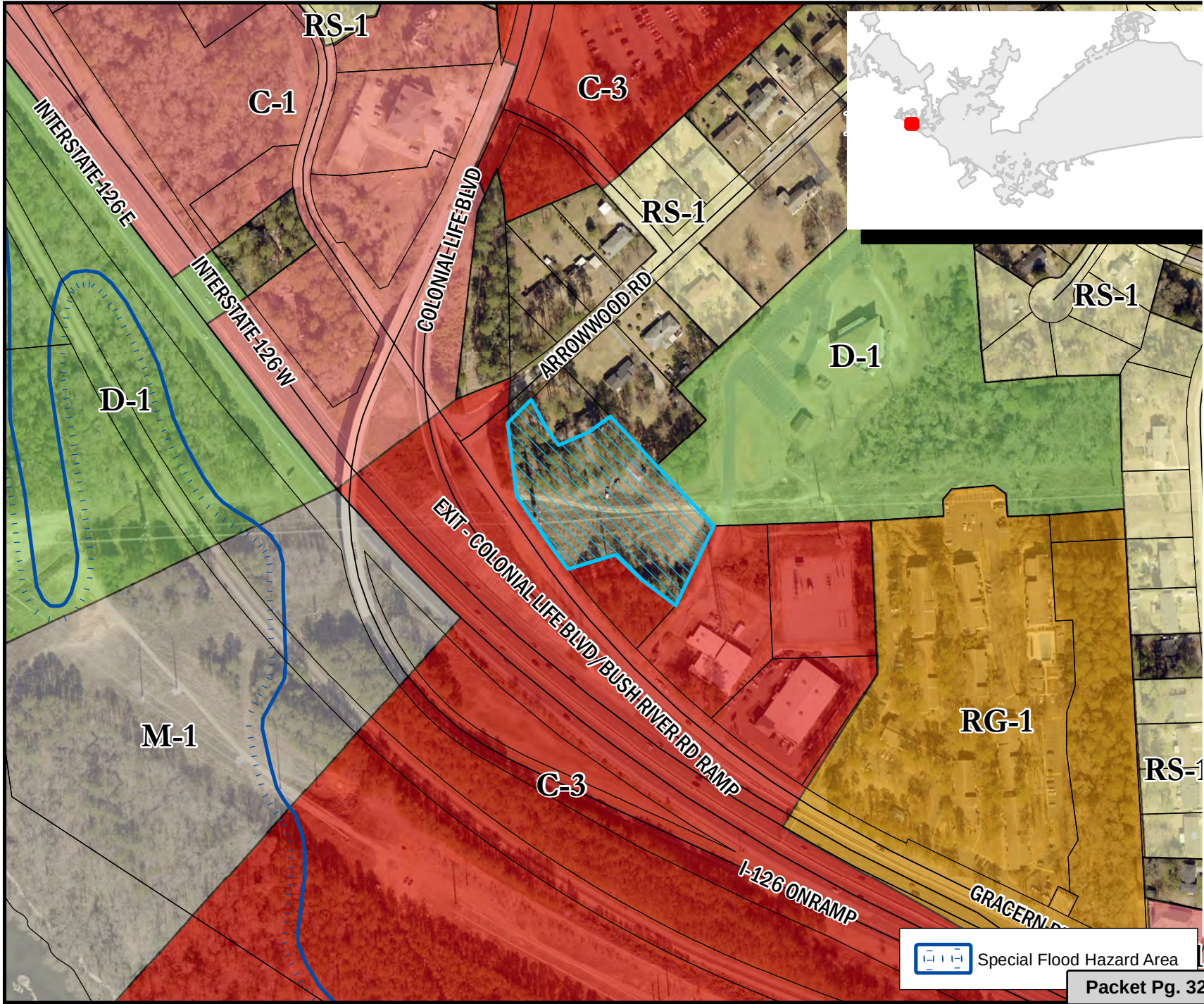
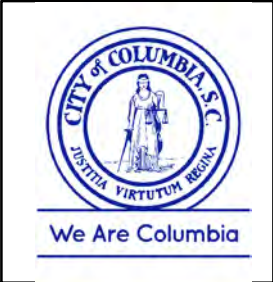
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 75 150 300 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
March 11, 2020

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Special Flood Hazard Area

Packet Pg. 321

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2020-038 annex-incorporate 940 Gracern (5930 : ANNEX - 940 Gracern Road TMS# 07301-02-

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PETITION FOR ANNEXATION

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

Property Description: All that certain piece, parcel or tract of land with any improvements thereon, situate, lying and being near the City of Columbia, in Richland County, State of South Carolina, and shown as Tract B on a Zoning Sketch prepared for Carolina Paint & Body, by Howard R. Boyd, II, P.E., Southeastern Land Management and Surveying, LLC, dated January 28, 2020, and containing 0.92 acres. Said tract having such boundaries and measurements as are shown on said Zoning Sketch being hereby incorporated by reference for a more complete description of the property.

Richland County TMS: 07301-02-01 (portion)

Property Address: 0.92 acre portion of 940 Gracern Road

Seller:**American Home Renovations, LLC****BY:**

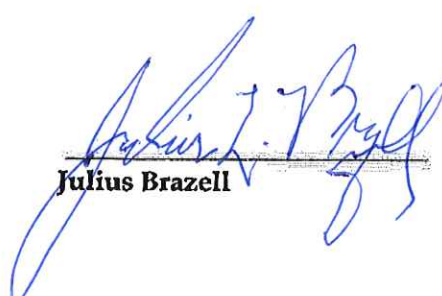

(Signature)

Date: MARCH 4, 2020

CARY W. McDANIEL
(Print or Type Name)

ITS:

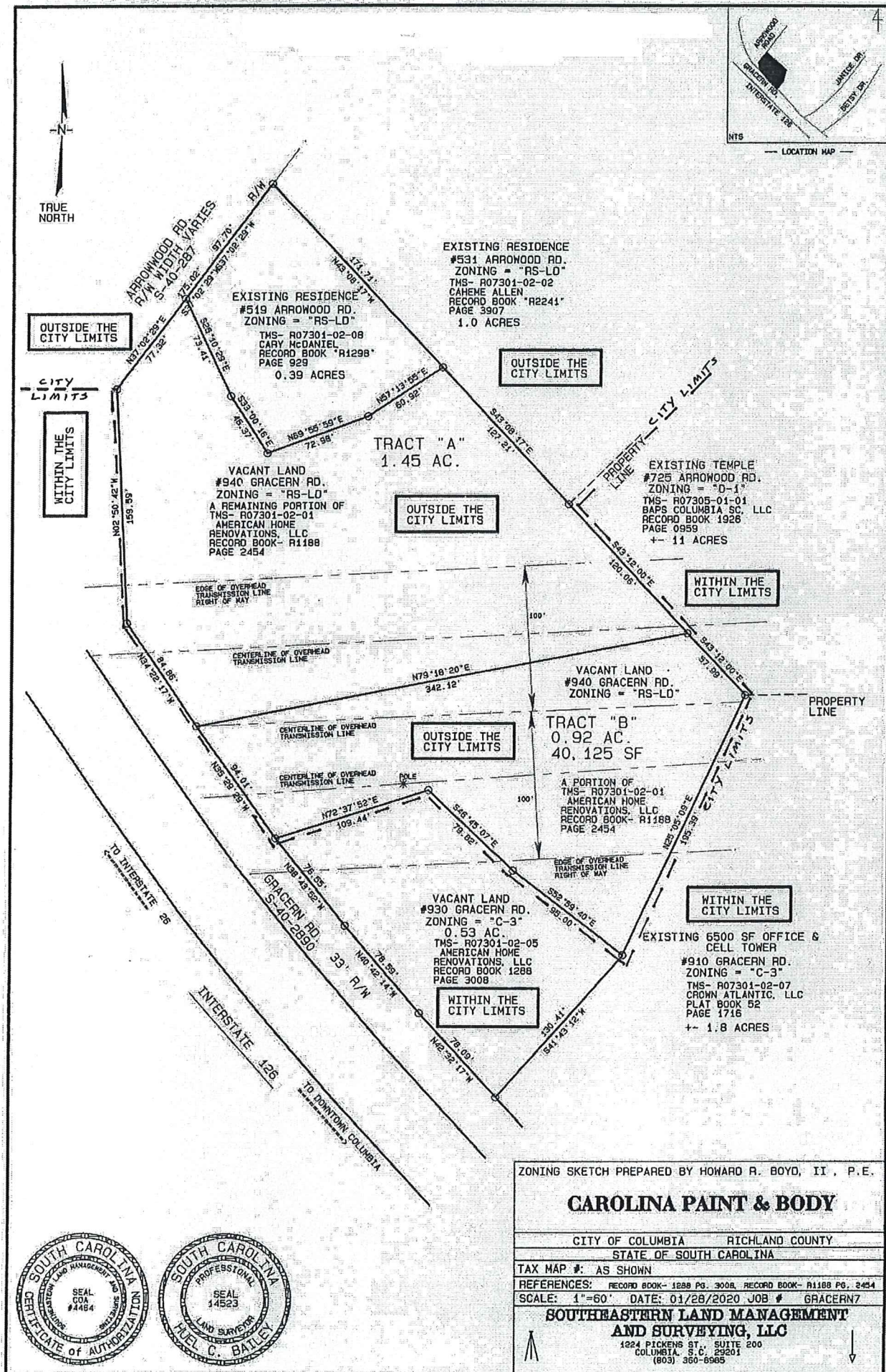

(Print or Type Title)

Buyer:


Julius Brazell

Date:MARCH 4, 2020

Attachment: 2020-038 annex-incorporate 940 Gracern (5930 : ANNEX - 940 Gracern Road TMS# 07301-02-01)



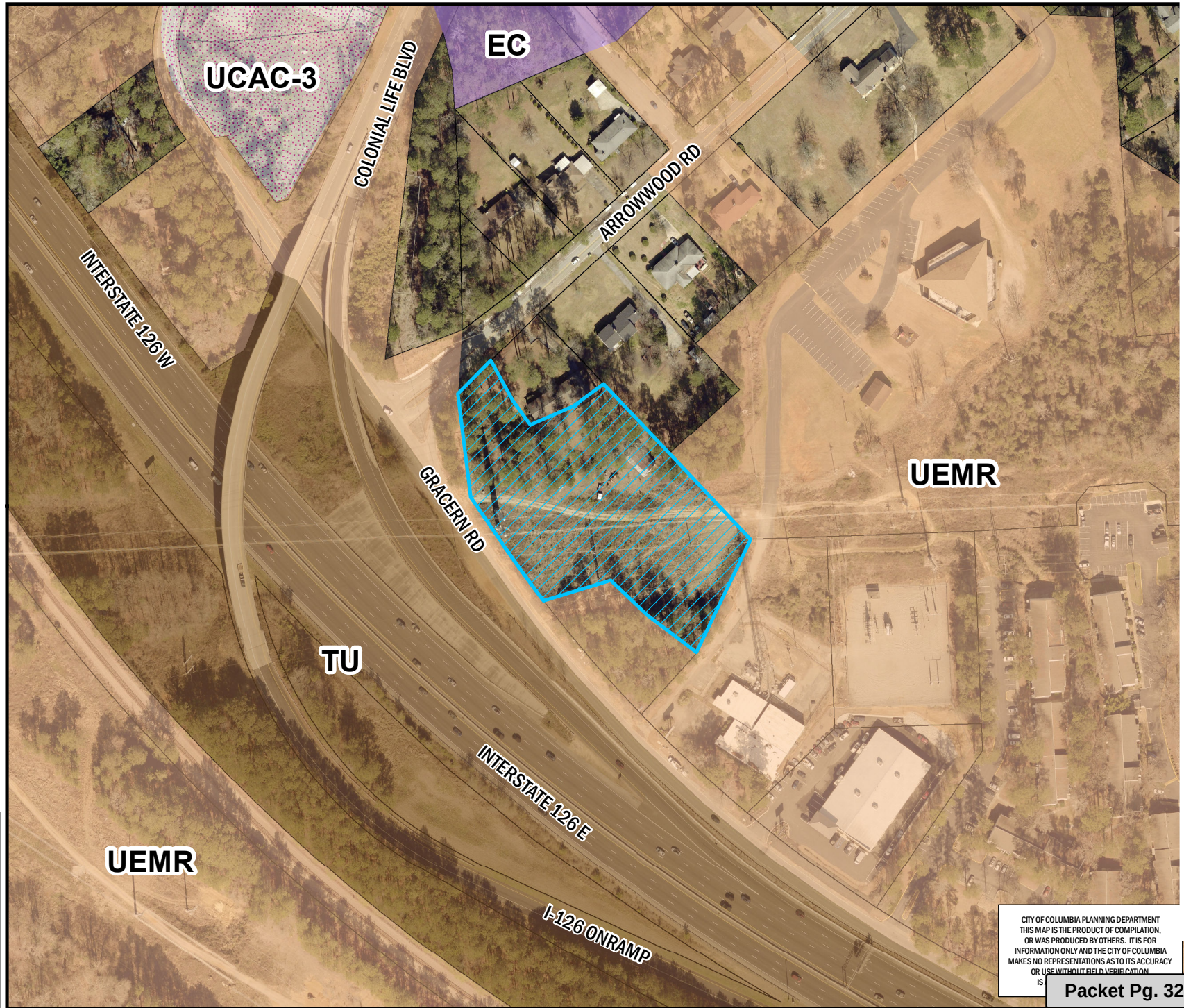
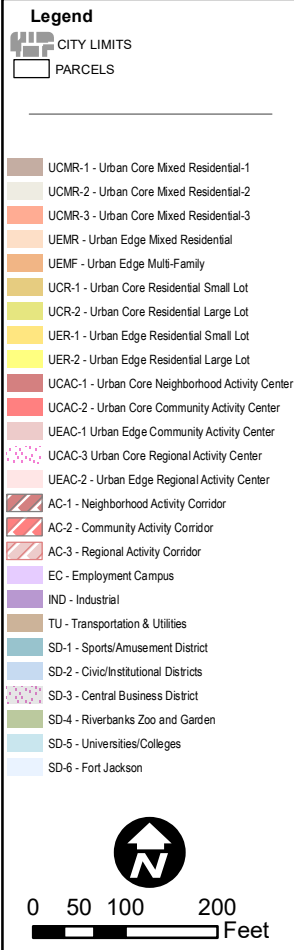
Future Land Use Map

Department of Planning & Development Services

940 Gracern Road, TMS# 07301-02-01;

Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: EC

20.b



ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
March 11, 2020



We Are Columbia

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

Packet Pg. 324

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2020-038 annex-incorporate 940 Gracern (5930 : ANNEX - 940 Gracern Road TMS# 07301-02-



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 14.4 acres N/S Garners Ferry Road, 17.91 acres N/S Garners Ferry Road, 11.08 acres W/S Benson Road (Parcel E), 11.08 acres W/S Benson Road (Parcel F), 17.2 acres W/S Benson Road, 4.96 acres E/S Benson Road, 44.55 acres N/S Garners Ferry Road and 45.15 acres N/S Garners Ferry Road; TMS#: 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-29, 19100-04-30, 19100-04-31, 19100-04-19 and 19100-04-22

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: Yes

PURPOSE:

Ordinance No.: 2020-042 Annexing and Incorporating 14.4 acres N/S Garners Ferry Road, 17.91 acres N/S Garners Ferry Road, 11.08 acres W/S Benson Road (Parcel E), 11.08 acres W/S Benson Road (Parcel F), 17.2 acres W/S Benson Road, 4.96 acres E/S Benson Road, 44.55 acres N/S Garners Ferry Road and 45.15 acres N/S Garners Ferry Road, Richland County TMS# 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-29, 19100-04-30, 19100-04-31, 19100-04-19 and 19100-04-22 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 3

Proposal: Request to annex, assign land use classifications of Community Activity Corridor (AC-2), Urban Edge Residential Small Lot (UER-1), and Urban Edge Residential Large Lot (UER-2) and assign zoning of General Commercial District (C-3), Office and Institutional District (C-1), Single Family Residential District (RS-3), and Single Family Residential District in a Flood Protective Overlay (RS-3, -FP). The property is currently classified as Neighborhood (Medium Density) and zoned General Commercial (GC) and Rural (RU) by Richland County

Applicant: Marion T. Burnside, Mary Blakely Hendricks Burnside, Bunrich Partners, Security Federal Bank, as Trustee of the

Testamentary Trust U/W of Harriet Burnside Richmond dated May 20, 2009 Kendrick Hubbard Richmond, III, Security Federal Bank, as Trustee of the Testamentary Trust U/W of Harriet Burnside Richmond dated May 20, 2009 Kendrick Hubbard Richmond, IV

Staff Recommendation: Approval

PC Recommendation: 05/04/2020; Approval (6-0)

First reading approval was given on May 19, 2020.

ATTACHMENTS:

- ANNEX-2020-0003_GarnersFerryTract_Council (PDF)
- 2020-042 annex-incorporate Garners Ferry and Benson (PDF)

HISTORY:

05/19/20

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

May 19, 2020 at 6:00pm

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

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

14.4 acres N/S Garners Ferry Road, 17.91 acres N/S Garners Ferry Road, 11.08 acres W/S Benson Road (Parcel E), 11.08 acres W/S Benson Road (Parcel F), 17.2 acres W/S Benson Road, 4.96 acres E/S Benson Road, 44.55 acres N/S Garners Ferry Road and 45.15 acres N/S Garners Ferry Road;

TMS#: 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-29, 19100-04-30, 19100-04-31, 19100-04-19 and 19100-04-22

Council District: 3

Proposal: Request to annex, assign land use classifications of Community Activity Corridor (AC-2), Urban Edge Residential Small Lot (UER-1), and Urban Edge Residential Large Lot (UER-2) and assign zoning of General Commercial District (C-3), Office and Institutional District (C-1), Single Family Residential District (RS-3), and Single Family Residential District in a Flood Protective Overlay (RS-3, -FP). The property is currently classified as Neighborhood (Medium Density) and zoned General Commercial (GC) and Rural (RU) by Richland County.

Applicant: Marion T. Burnside, Mary Blakely Hendricks Burnside, Bunrich Partners, Security Federal Bank, as Trustee of the Testamentary Trust U/W of Harriet Burnside Richmond dated May 20, 2009 Kendrick Hubbard Richmond, III, Security Federal Bank, as Trustee of the Testamentary Trust U/W of Harriet Burnside Richmond dated May 20, 2009 Kendrick Hubbard Richmond, IV

Staff Recommendation: Approval

PC Recommendation: 04/06/2020; Postponed to May due to COVID-19

PC Recommendation: 05/04/2020; Approval (6-0)

ZPH, 1st Reading: 05/19/2020; Pending

2nd Reading: 06/02/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ~166.33 acres

Current Use: Vacant / Agricultural

Proposed Use: Residential / Vacant

Reason for Annexation: Municipal Services

Urban Service Area: Secondary Area

Current County Land Use Classification: Neighborhood (Medium Density)

Proposed City Land Use Classifications: Community Activity Corridor (AC-2), Urban Edge Residential Small Lot (UER-1), and Urban Edge Residential Large Lot (UER-2)

Current County Zoning: General Commercial (GC) and Rural (RU)

Proposed City Zoning: General Commercial (C-3), Office and Institutional (C-1), Single Family Residential with portion in a Flood Protective Overlay (RS-3 with portion in -FP)

Census Tract: 116.08

DETERMINATION FOR CITY SERVICES

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

Police

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this single family residence is **approximately \$113,000 annually** based on last year's calls for service in nearby residential areas in the City of Columbia.

Fire

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

Solid Waste

The cost associated with solid waste service for this property is \$187.00 annually per household.

Engineering

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

Water Customer Care

Any new construction will bring new revenue. The customers on the annexed property will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend annexation of these properties, located within a Secondary Area as designated in the Urban Service Area plan. With approximately 400 homes on +/- 125 acres **at full build-out, the estimated real estate tax revenue generated will be approximately \$289,000 per year**, based on the current tax rate and value estimates. Projected revenue was not calculated for the remaining +/- 41 acres as there is no intended use at this time.

* Estimated City Tax Revenue is based on 2019 millage for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner(s) will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Secondary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

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

Secondary areas are those areas where the City determines it logical or advantageous to provide services, but where all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For instance, it may be that the property is outside of the generally accepted fire response area, or the

storm drainage and/or road system is substandard. Annexation in these areas may occur, but a more detailed analysis will be needed to determine the possible impact on revenue. As is stated in the policy, these areas may include “higher value” properties that would prove beneficial to revenues.

Comprehensive Plan Land Use Classification

The proposed future land uses for the subject property are Community Activity Corridor (AC-2), Urban Edge Residential Small Lot (UER-1), and Urban Edge Residential Large Lot (UER-2). The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three- to five-mile drive, and typically consist of a variety of commercial and service uses.

Primary Types

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

Secondary Types

- Multi-family Small and Medium

Tertiary Types

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

Urban Edge Residential Small Lot neighborhoods account for a significant portion of the City’s existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types

- Single-family Detached

Tertiary Types

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

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

Primary Types

- Single-family Detached
- *Accessory dwelling units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Small Format Business/Employment
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC and RU by Richland County. Surrounding parcels within the City of Columbia are currently zoned Light Industrial District (M-1) to the Southwest. Surrounding parcels in unincorporated Richland County are currently zoned GC, LI, RS-MD, RS-LD, and RS-HD to the West, RS-MD to the North, RS-LD, RU, and RM-HD to the East, and RU and GC to the South.

The proposed City of Columbia zoning districts are General Commercial District (C-3), Office and Institutional District (C-1), Single Family Residential District (RS-3), and Single Family Residential District in a Flood Protective Overlay (RS-3, -FP).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

Office and Institutional District (C-1)

The C-1 district is intended to accommodate office, institutional, and certain types of residential uses in areas whose characteristic is neither general commercial nor exclusively residential in nature. Certain related structures and uses required to serve the needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

Single Family Residential District (RS-3)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends that City Council adopt an ordinance to assign future land use classifications of Community Activity Corridor (AC-2), Urban Edge Residential Small Lot (UER-1), and Urban Edge Residential Large Lot (UER-2), as shown on the enclosed maps, at the time of annexation.

Staff recommends that City Council assign zoning of General Commercial District (C-3), Office and Institutional District (C-1), Single Family Residential District (RS-3), and Single Family Residential District in a Flood Protective Overlay (RS-3, -FP) at the time of annexation.

.



Attachment: ANNEX-2020-0003_Garner'sFerryTract Council (5931 : ANNEX - 14.4 acres N/S Garner's Ferry

Future Land Use Map

Department of Planning & Development Services

Legend

CITY LIMITS
PARCELS

- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-3 - Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

0 195 390 780 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
March 11, 2020



+/- 166.33 acres Garners Ferry Road, TMS# 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-30, 19100-04-31, 19100-04-19 and 19100-04-22;
Current Rich. Co. FLU: Neighborhood Medium Density, Proposed FLU: AC-2, UER-1, and UER-2

21.a



Zoning Map

Department of Planning & Development Services

+/- 166.33 acres Garners Ferry Road, TMS# 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-30, 19100-04-31, 19100-04-19 and 19100-04-22;
Current Rich. Co. Zoning: GC and RU, Proposed Zoning: C-3, C-1, and RS-3 with portion in -FP

21.a

Legend

PARCELS

D-1

RS-1

RS-1A

RS-1B

RS-2

RS-3

RD

RD-2

RG-1

RG-1A

RG-2

RG-3

UTD

MX-1

MX-2

C-1

C-2

C-3

C-3A

C-4

C-5

M-1

M-2

PUD-C

PUD-LS

PUD-LS-E

PUD-LS-R

PUD-R

OUT OF CITY

N

0

200

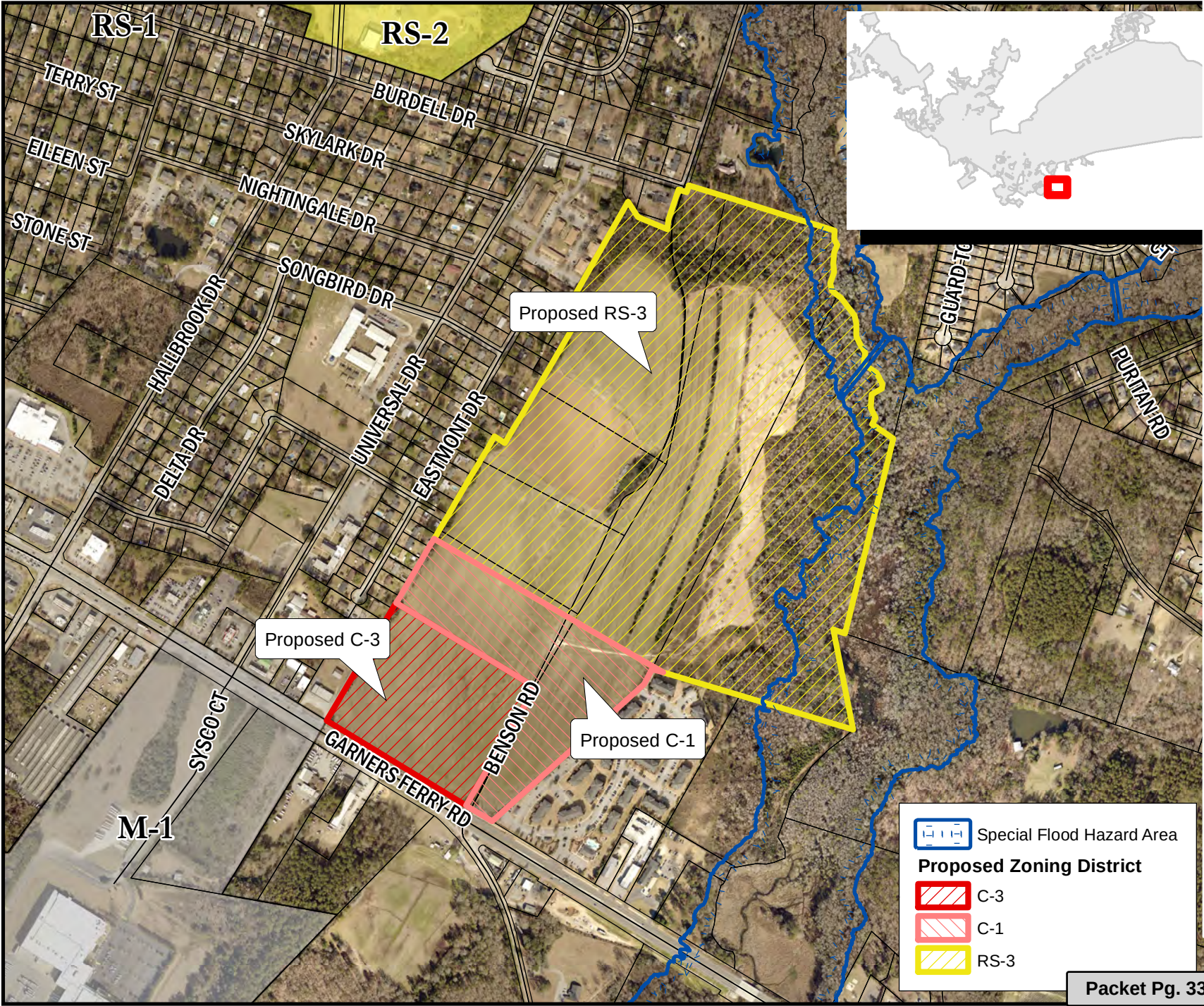
400

800

Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
March 11, 2020

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Attachment: ANNEX-2020-0003_GarnersFerryTract_Council (5931 : ANNEX - 14.4 acres N/S Garners Ferry



March 19, 2020

Mitchell Green
818 Eastmont Drive
Columbia, SC 29209

Dear Mitchell Green,

I am currently marketing for sale the 166 acres to the east of Eastmont Drive and to the south of Burdell and Benson Roads shown on the attached, which is owned by the Burnside family. The property is now contiguous to the City of Columbia, and as a result, the Burnside's have decided to pursue annexation into the City. Part of the annexation process is the assignment of zoning classifications. After working with the staff at the City of Columbia, the Burnside's are requesting four different zoning classifications, RS-3, RS-3 (FP), C-1 and C-3. A description of each is as follows and each are delineated on the attached aerial:

1. RS-3: Single Family Residential District
2. RS-3 FP: Single Family Residential District – Flood Plain
3. C-1: Office and Institutional District
4. C-3: General Commercial District

The development of the property is not imminent, but this effort is in preparation to sell and develop it in the future. The City of Columbia will be posting information and will also be notifying neighboring property owners.

The Eastmont, Burdell and Benson Roads area was part of the original Burnside family property prior to its development. As a result, the family wanted to inform the neighbors of their intent and to give you the opportunity to ask any questions and express any concerns. If you would like to discuss this further, please feel free to give me a call at 803-463-2300. I am happy to speak with you.

Sincerely,

A handwritten signature in black ink that reads "E. Craig Waites". The signature is written in a cursive, flowing style.

E, Craig Waites
Director of General Brokerage
Colliers International of South Carolina Inc.



ORDINANCE NO.: 2020-042

Annexing and Incorporating 14.4 acres N/S Garners Ferry Road, 17.91 acres N/S Garners Ferry Road, 11.08 acres W/S Benson Road (Parcel E), 11.08 acres W/S Benson Road (Parcel F), 17.2 acres W/S Benson Road, 4.96 acres E/S Benson Road, 44.55 acres N/S Garners Ferry Road and 45.15 acres N/S Garners Ferry Road, Richland County TMS# 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-29, 19100-04-30, 19100-04-31, 19100-04-19 and 19100-04-22 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

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

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

WHEREAS, City Council adopted the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of General Commercial District (C-3), Office and Institutional District (C-1), Single Family Residential District (RS-3), and Single Family Residential District in a Flood Protective Overlay (RS-3, -FP), apportioned to City Council District 4, Census Tract 116.03, contains 0.35 acres, and shall be assigned an interim land use classification of Community Activity Corridor (AC-2), Urban Edge Residential Small Lot (UER-1), and Urban Edge Residential Large Lot (UER-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-29,
19100-04-30, 19100-04-31, 19100-04-19 and 19100-04-22

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

Requested by:

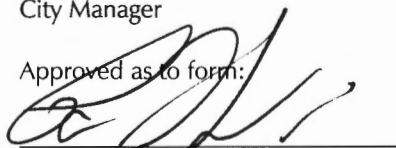
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-042

All those certain pieces, parcels or lots of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 76.63 acres, more or less, and shown and designated as block 04, lot 05, lot 25, lot 28, lot 29, lot 30 and lot 31 on Richland County Tax Map 19100. Said parcels having such boundaries and measurements as are shown on said tax map.

AND

All those certain pieces, parcels or lots of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 89.7 acres, more or less, and shown and designated as block 04, lot 19 and lot 22 on Richland County Tax Map 19100. Said parcels having such boundaries and measurements as are shown on said tax map.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: March 12, 2020

RE: **Property Address:** 14.4 acres N/S Garners Ferry Road, 17.91 acres N/S Garners Ferry Road, 11.08 acres W/S Benson Road (Parcel E), 11.08 acres W/S Benson Road (Parcel F), 17.2 acres W/S Benson Road, 4.96 acres E/S Benson Road, 44.55 acres, N/S Garners Ferry Road and 45.15 acres, N/S Garners Ferry Road
Richland County TMS#: 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-29, 19100-04-30, 19100-04-31, 19100-04-19 and 19100-04-22
Owner(s): Marion T. Burnside, Mary Blakely Hendricks Burnside, Bunrich Partners, Security Federal Bank, as Trustee of the Testamentary Trust U/W of Harriet Burnside Richmond dated May 20, 2009 Kendrick Hubbard Richmond, III, Security Federal Bank, as Trustee of the Testamentary Trust U/W of Harriet Burnside Richmond dated May 20, 2009 Kendrick Hubbard Richmond, IV
Current Use: Agricultural
Proposed Use: Residential / Vacant
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Community Activity Corridor (AC-2), Urban Edge Residential Small Lot (UER-1), and Urban Edge Residential Large Lot (UER-2)
Current County Zoning: General Commercial (GC) and Rural (RU)
Proposed City Zoning: General Commercial (C-3), Office and Institutional (C-1), Single Family Residential with portion in a Flood Protective Overlay (RS-3 with portion in -FP)
Reason for Annexation: Municipal Services; Secondary Area
City Council District: 3
Census Tract: 116.08

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

Planning & Development Services staff will see to it that this matter is placed on the **April 6, 2020** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

cc:	Clint Shealy, Assistant City Manager	Missy Gentry, Assistant City Manager
	Jeff Palen, Assistant City Manager/CFO	Teresa Knox, City Attorney
	Aubrey Jenkins, Fire Chief	William Holbrook, Police Chief
	Joseph Jaco, Director, Utility Operations	Dana Higgins, Director, Engineering
	Robert Anderson, Public Works Director	Jan Alonso, Finance Director
	Krista Hampton, Planning & Development Services	Gloria Saaed, Community Development Director
	Lakesha Shannon, Business License Administrator	George Adams, Fire Marshal
	Greg Williams, Deputy Business License Administrator	Rachel Bailey, Zoning Administrator
	Tiffany Latimer, Customer Care Administrator	Jacquelyn Richburg, Columbia-Richland 911
	Jerry Thompson, Building Official	David Hatcher, Housing Official
	Michelle Brazell, Engineering	Richland County Solid Waste Collection
	Denny Daniels, Engineering	John Fellows, Planning Administrator
	Police Planning & Research	Tori Salvant, Dev. Center Administrator
	Alfreda Tindal, Richland Co. 911 Addressing Coordinator	

Planning Commission Land Use Recommendation: AC-2 / UER-1 / UER-2 (Land Use classification) by 6-0 on 5/4/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 / C-1 / RS-3 w/ Port. -FP (Zoning classification) by 6-0 on 5/4/20 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

Attachment: 2020-042 annex-incorporate Garners Ferry and Benson (5931 : ANNEX - 14.4 acres N/S Garners Ferry Road, 17.91 acres N/S



Attachment: 2020-042 annex-incorporate Garners Ferry and Benson (5931 : ANNEX - 14.4 acres N/S

Future Land Use Map

Department of Planning & Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UEAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



0 195 390 780 Feet

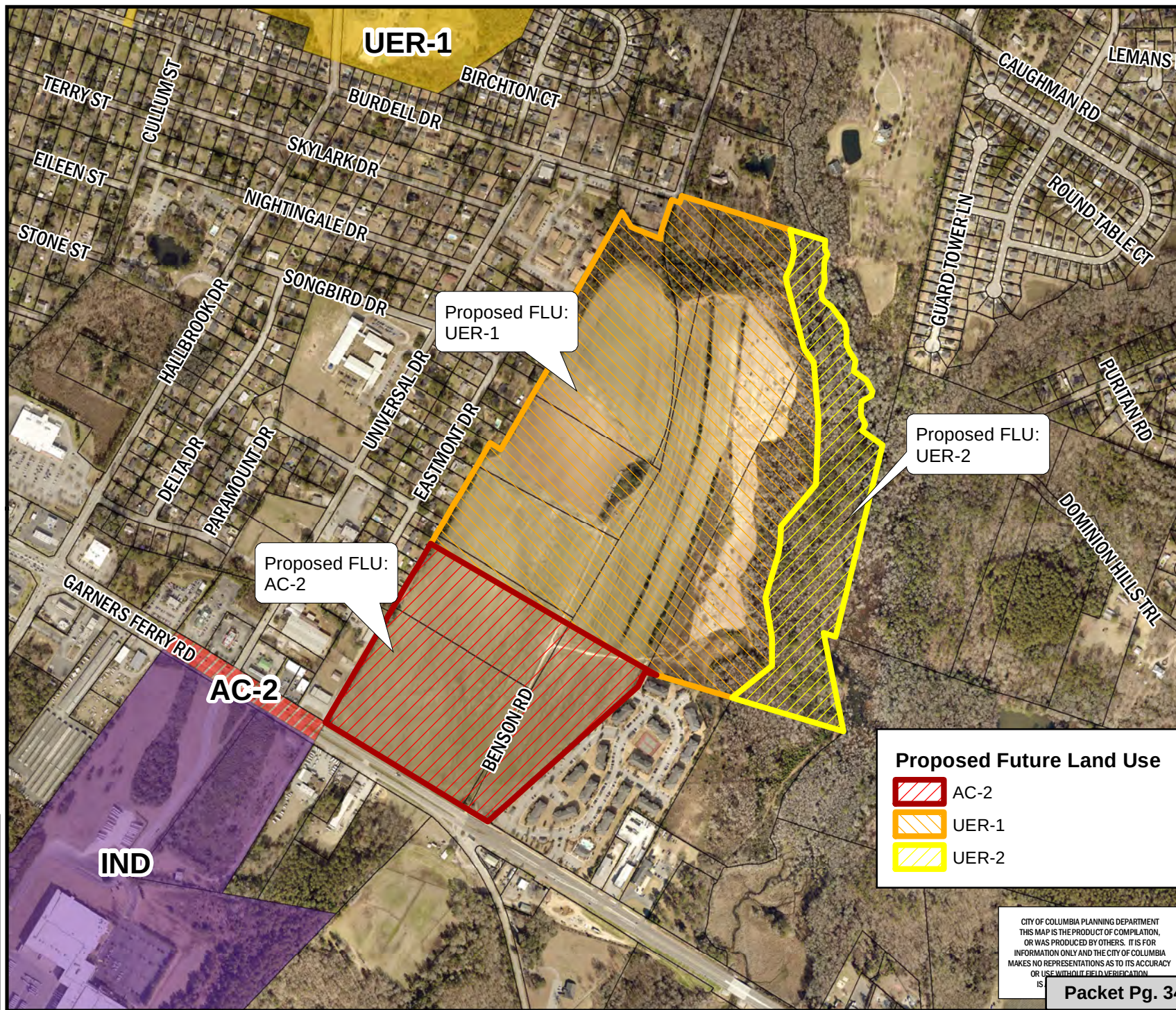
ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
March 11, 2020



We Are Columbia

+/- 166.33 acres Garners Ferry Road, TMS# 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-30, 19100-04-31, 19100-04-19 and 19100-04-22;
Current Rich. Co. FLU: Neighborhood Medium Density, Proposed FLU: AC-2, UER-1, and UER-2

21.b



Proposed Future Land Use

-  AC-2
-  UER-1
-  UER-2

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

Packet Pg. 341

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2020-042 annex-incorporate Garners Ferry and Benson (5931 : ANNEX - 14.4 acres N/S

Zoning Map

Department of Planning & Development Services

+/- 166.33 acres Garners Ferry Road, TMS# 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-30, 19100-04-31, 19100-04-19 and 19100-04-22;
 Current Rich. Co. Zoning: GC and RU, Proposed Zoning: C-3, C-1, and RS-3 with portion in -FP

21.b

Legend

PARCELS

D-1

RS-1

RS-1A

RS-1B

RS-2

RS-3

RD

RD-2

RG-1

RG-1A

RG-2

RG-3

UTD

MX-1

MX-2

C-1

C-2

C-3

C-3A

C-4

C-5

M-1

M-2

PUD-C

PUD-LS

PUD-LS-E

PUD-LS-R

PUD-R

OUT OF CITY

0

200

400

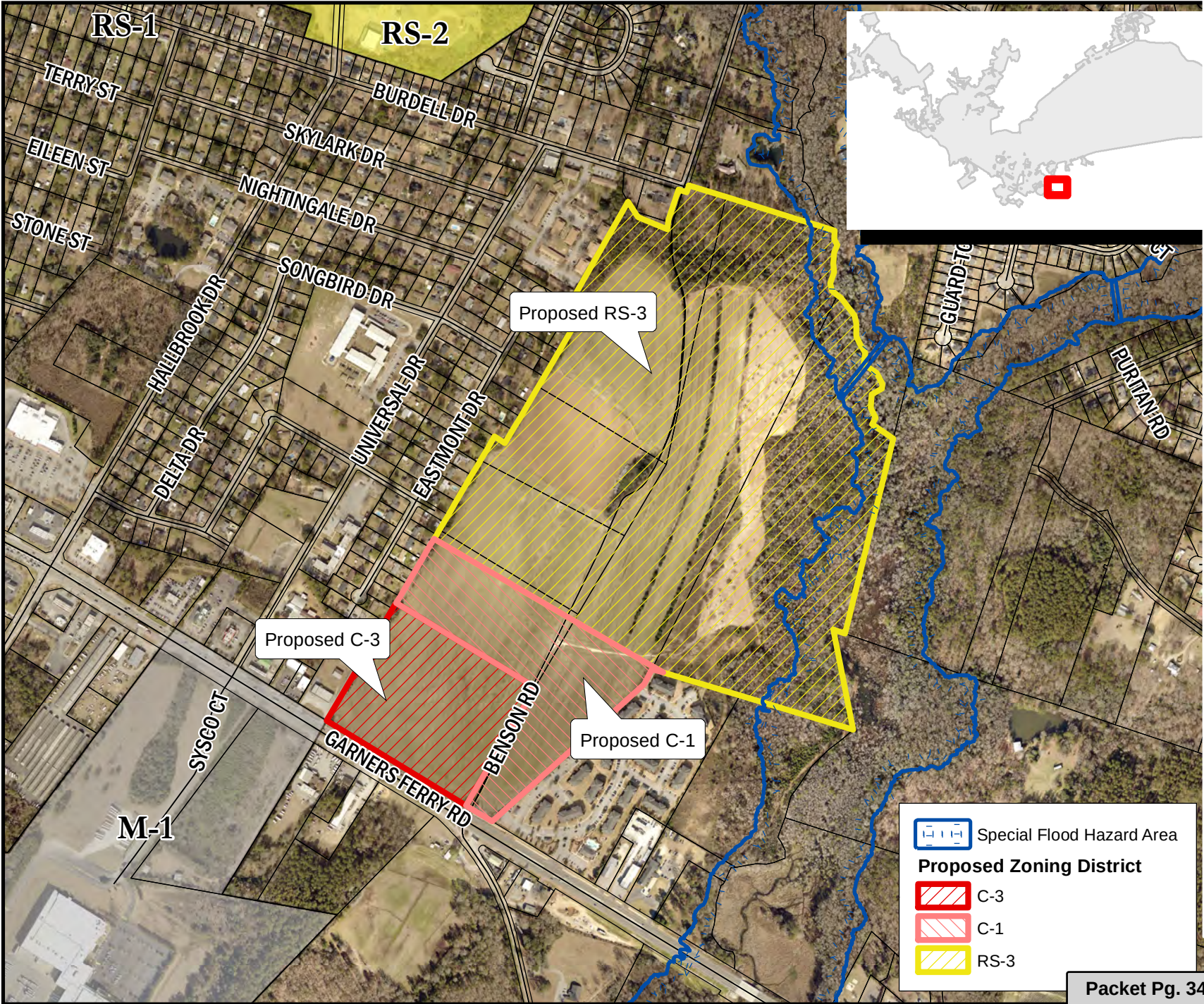
800

Feet

ORIGINAL PREPARATION/DATE:
 This map was prepared by:
 Shane Shaughnessy
 March 11, 2020

DISCLAIMER:
 The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.

We Are Columbia



Attachment: 2020-042 annex-incorporate Garners Ferry and Benson (5931 : ANNEX - 14.4 acres N/S

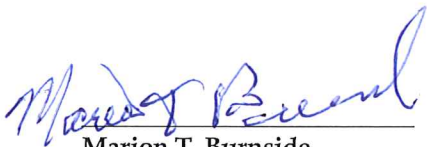
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

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

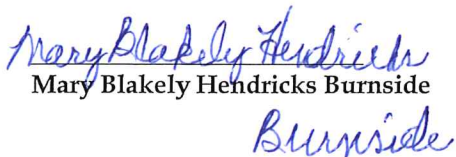
The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All those certain pieces, parcels or lots of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 76.63 acres, more or less, and shown and designated as block 04, lot 15, lot 25, lot 28, lot 29, lot 30, and lot 31 on Richland County Tax Map 19100. Said parcels having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-29, 19100-04-30, 19100-04-31
 Property Address: 14.4 acres N/S Garners Ferry Road, 17.91 acres N/S Garners Ferry Road, 11.08 acres W/S Benson Road (Parcel E), 11.08 acres W/S Benson Road (Parcel F), 17.2 acres W/S Benson Road, 4.96 acres E/S Benson Road

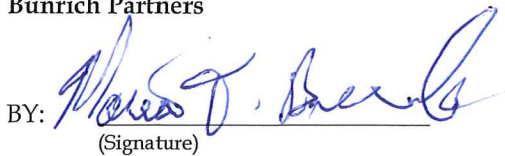

 Marion T. Burnside

Date: 2/20/20


 Mary Blakely Hendricks Burnside

Date: 2/20/20

Bunrich Partners

BY: 
 (Signature)

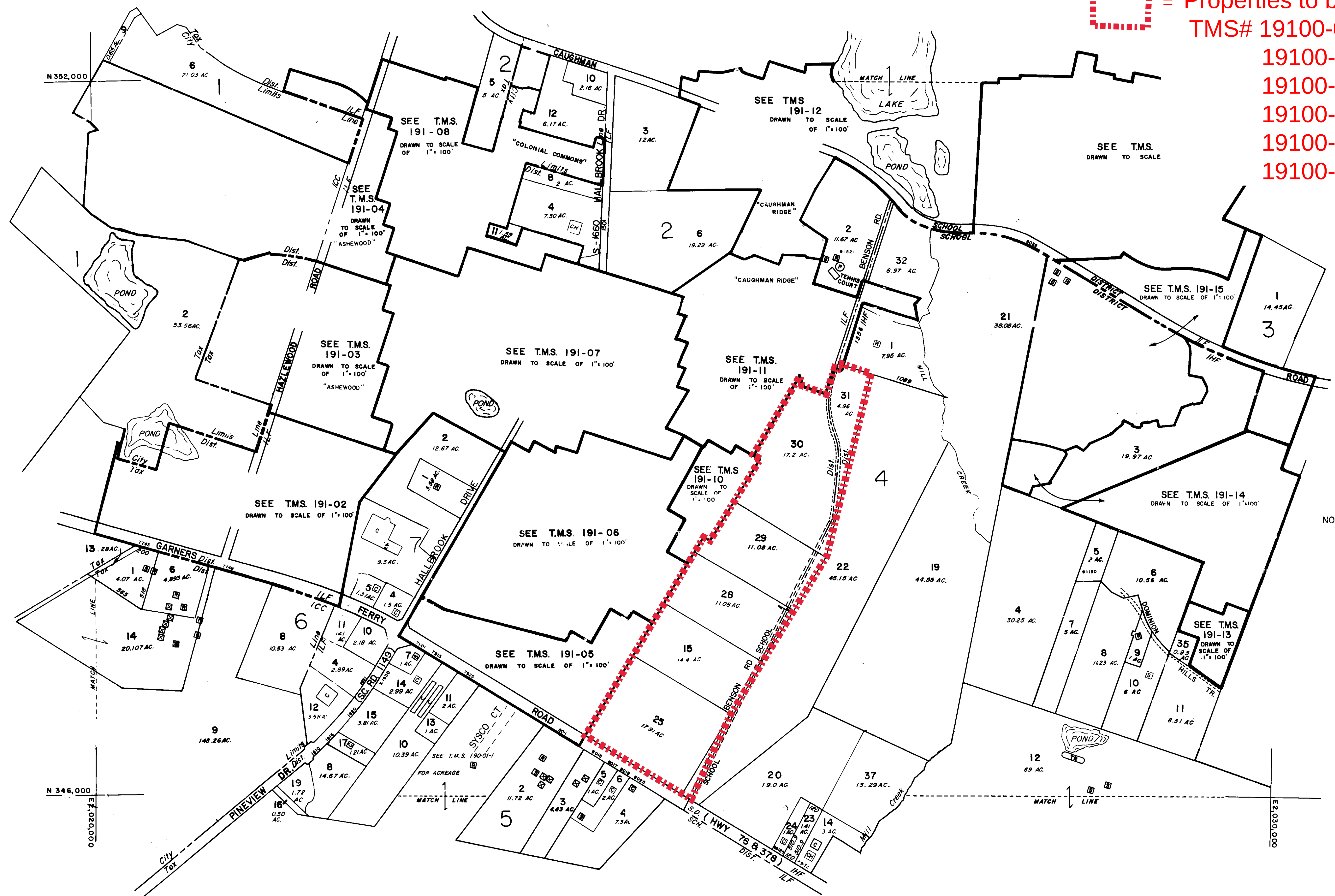
Date: 2/20/20

Marion T. Burnside
 (Print or Type Name)

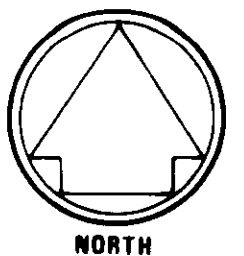
ITS: Marion T. Burnside
 (Print or Type Title)

00161

 = Properties to be annexed;
TMS# 19100-04-15,
19100-04-25,
19100-04-28,
19100-04-29,
19100-04-30, and
19100-04-31



NOTE: BLK. 1 LOTS 3,4,5 ANNEXED INTO CITY 1-19-00.
BLK. 1 LOT 2 ANNEXED INTO CITY 3-19-03.
BLK. 2 LOT 10 ANNEXED INTO CITY 12-15-04
BLK. 1 LOT 6 ANNEXED INTO CITY 7-20-05
BLK. 6 LOTS 1,6,8,8,9 ANNEXED INTO CITY 4-15-06

Prepared by KUCERA ASSOCIATES Photogrammetric Consultants Mentor, Ohio	REVISIONS		PROPERTY LINE RIGHT OF WAY CITY LIMITS SCHOOL DIST. RAILROAD PUBLIC ROAD AND BLOCK DIVIDER	LEGEND [R] DENOTES BUILDING USE R - RESIDENTIAL C - COMMERCIAL ETC. [BI - CI] DENOTES SEPARATE OWNER FROM BUILDING	BLOCK NO LOT NO LOT MEASUREMENT ACREAGE ADDRESS	50 50 150.5 6.55 AC 1204	PROPERTY TAX MAP RICHLAND COUNTY SOUTH CAROLINA	 THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE. THE BOARD OF ASSESSMENT CONTROL RESERVES THE EXCLUSIVE RIGHT TO SELL AND NO RESALE OR REPRODUCTIONS FOR RESALE PURPOSES IS PERMITTED.	MAP KEY	GRAPHIC SCALE 0 400 800 1200 1" = 400'	 NORTH	PROPERTY MAP SHEET NO. 19100 SCHOOL DISTRICT ICC, IHF, ILF
	DATE FIELD CHECKED	DATE LAST REVISED							164 192 220	163 191 219		
	12/83 12/84 12/85 12/86 12/88	12/04 12/05 12/06 12/01 12/02 12/03							162 190 218			

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

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

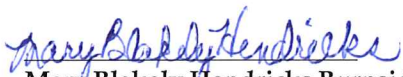
Property Description: All those certain pieces, parcels or lots of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 89.7 acres, more or less, and shown and designated as block 04, lot 19 and lot 22 on Richland County Tax Map 19100. Said parcels having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 19100-04-19 and 19100-04-22

Property Address: 44.55 acres, N/S Garners Ferry Road and 45.15 acres, N/S Garners Ferry Road


 Marion T. Burnside

Date: 2/20/20


 Mary Blakely Hendricks Burnside

Date: 2/20/20

Bunrich Partners

BY: 
 (Signature)

Date: 2/20/20

Marion T. Burnside
 (Print or Type Name)

ITS: Manager
 (Print or Type Title)

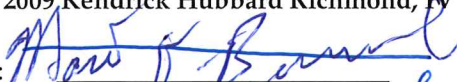
Security Federal Bank, as Trustee of the Testamentary Trust U/W of Harriet Burnside Richmond dated May 20, 2009 Kendrick Hubbard Richmond, III

BY: Security Federal Bank as Trustee
by Audrey Varn
 (Signature)
Security Federal Bank as Trustee
by Audrey Varn
 (Print or Type Name)

Date: 2/20/20

ITS: _____
 (Print or Type Title)

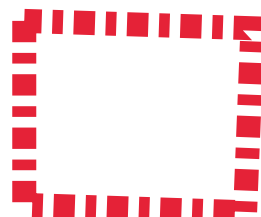
Security Federal Bank, as Trustee of the Testamentary Trust U/W of Harriet Burnside Richmond dated May 20, 2009 Kendrick Hubbard Richmond, IV

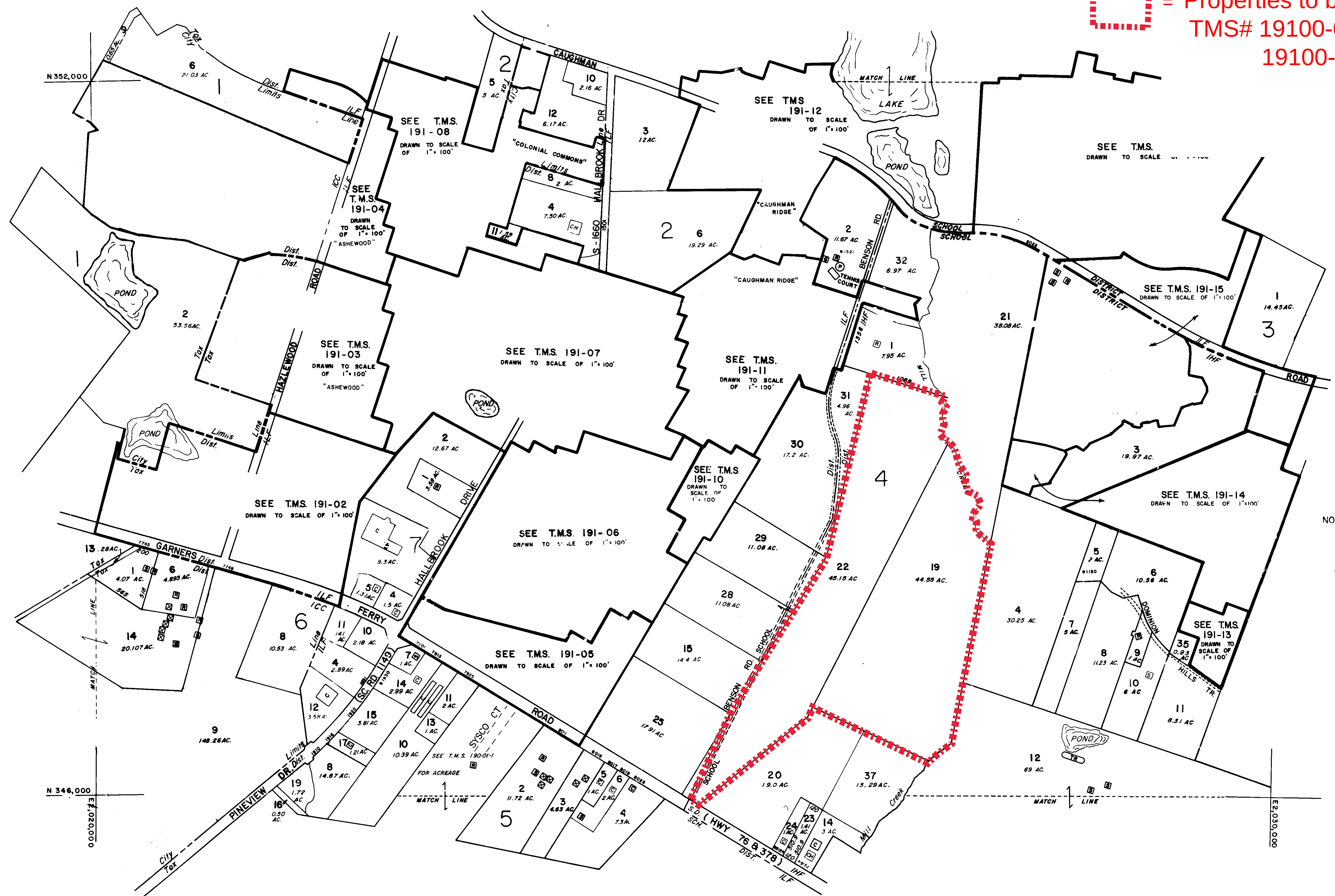
BY: 
 (Signature)
Security Federal Bank as Trustee
by Audrey Varn
 (Print or Type Name)
Security Federal Bank as Trustee
by Audrey Varn

Date: 2/20/20

ITS: _____
 (Print or Type Title)

00161

 = Properties to be annexed;
TMS# 19100-04-19 and
19100-04-22

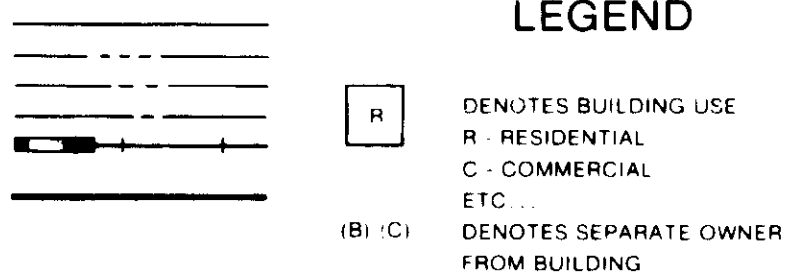


NOTE: BLK. 1 LOTS 3,4,5 ANNEXED INTO CITY 1-19-00.
BLK. 1 LOT 2 ANNEXED INTO CITY 3-19-03.
BLK. 2 LOT 10 ANNEXED INTO CITY 12-15-04
BLK. 1 LOT 6 ANNEXED INTO CITY 7-20-05
BLK. 6 LOTS 1,6,8,8,9 ANNEXED INTO CITY 4-15-06

Prepared by
KUCERA ASSOCIATES
Photogrammetric Consultants
Mentor, Ohio

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12/83	12/04
12/84	12/05
12/85	12/06
12/86	
12/88	12/01
	12/02
	12/03

PROPERTY LINE
RIGHT OF WAY
CITY LIMITS
SCHOOL DIST.
RAILROAD
PUBLIC ROAD AND
BLOCK DIVIDER



LEGEND

■ DENOTES BUILDING USE
R - RESIDENTIAL
C - COMMERCIAL
ETC.
□ (BI - CI) DENOTES SEPARATE OWNER FROM BUILDING

BLOCK NO.

50

LOT NO.

LOT MEASUREMENT
ACREAGE
ADDRESS

PROPERTY TAX MAP
RICHLAND COUNTY
SOUTH CAROLINA

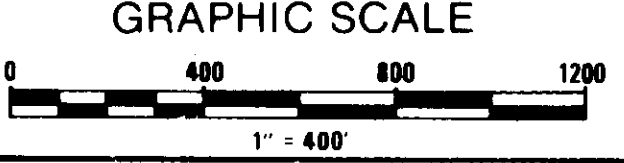


THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE. THE BOARD OF ASSESSMENT CONTROL RESERVES THE EXCLUSIVE RIGHT TO SELL AND NO RESALE OR REPRODUCTIONS FOR RESALE PURPOSES IS PERMITTED.

MAP KEY

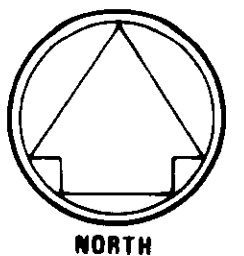
164	192	220
163	191	219
162	190	218

GRAPHIC SCALE



1" = 400'

LOCATION AND DIMENSIONS OF BUILDINGS MAY NOT BE DRAWN TO SCALE.



NORTH

PROPERTY MAP
SHEET NO.

19100

SCHOOL DISTRICT
ICC, IHF, ILF

Packet Pg. 346

Attachment: 2020-042 annex-incorporate Gamers Ferry and Benson (9931: ANNEX - 14.4 acres NIS Gamers Ferry Road, 17.91 acres NIS Gamers Ferry Road, 11.08 acres WIS Benson)



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ZONING MAP AMENDMENT for 4427 Blossom Street,
TMS# 13810-03-10**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Council District: 3

Proposal: Request to rezone the parcels from General Residential District (RG-2) with a portion in the -Floodplain Area (-FP) to Neighborhood Mixed-Use District (MX-1) with a portion in the -Floodplain Area (-FP).

Applicant: Jeff Brooks, Innov8

Staff Recommendation: Approval

PC Recommendation: 03/02/2020; Approval(4-3)

First reading approval was given on May 19, 2020.

ATTACHMENTS:

- ZMA-2020-0004-BlossomSt4427-MayCouncil (PDF)

HISTORY:

05/19/20 Columbia City Council APPROVED ON FIRST READING.



CITY COUNCIL

May 19, 2020 at 6:00pm

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

Zoning Map Amendment Case Summary 4427 Blossom Street, TMS# 13810-03-10

Council District:	3
Proposal:	Request to rezone the parcels from General Residential District (RG-2) with a portion in the -Floodplain Area (-FP) to Neighborhood Mixed-Use District (MX-1) with a portion in the -Floodplain Area (-FP).
Applicant:	Jeff Brooks, Innov8
Staff Recommendation:	Approval
PC Recommendation:	03/02/2020; Approval (4-3)
Public Hearing, 1 st Reading:	05/19/2020; Pending
2 nd Reading:	06/02/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 5.93 acres
 Current Use: Multi-family
 Proposed Use: Multi-family
 Current Land Use Classification: Urban Core Mixed Residential Type 1 (UCMR-1)
 Current Zoning: General Residential District (RG-2) with a portion in the -Floodplain Area (-FP)
 Proposed Zoning: Neighborhood Mixed-Use District (MX-1) with a portion in the -Floodplain Area (-FP)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Mixed Residential Type 1 (UCMR-1).

Urban Core Mixed Residential Type 1 neighborhoods are appropriate in the central city and near major corridors throughout Columbia. This development type may represent existing and historic neighborhoods or a vision for intensification of transitional areas between lower density neighborhoods and higher activity corridors and centers. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential neighborhoods, but scale is always important. Urban Core Mixed Residential Type 1 will usually transition to Urban Core Mixed Residential Type 2 as development moves further from main arterials and activity centers.

Primary Types:

- Multi-family Medium

- Multi-family Small to Medium Mixed-use
- Single-family Attached

Secondary Types:

- Multi-family Large
- Multi-family Small
- Two-family
- Three-family
- Single-family Detached

Tertiary Types:

- Small to Medium Format Business/Employment (excl. Flex)
- Small to Medium Civic/Institutional
- Parking Structures and Lots

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

The subject property is located within the study area of the [Devine Street Fort Jackson Commercial Node Plan](#) (2014). The generalized land use concept plan designed the subject property “Apartments/Condominiums” (page 10), and noted that “over time, the existing apartment and condominium complexes will likely redevelop into new multi-family product. This use category maintains this type of housing option in close proximity to major commercial areas and transportation corridors” (page 11). A redevelopment concept plan for Beltline Boulevard (page 16) included the subject property, and noted opportunities to utilize “back of house” space for connections to retail along Devine Street, while also “utiliz[ing] floodplain to create wetlands/habitat park to slow and treat runoff prior to entering [the] creek.” The concept plan also showed an opportunity for a trail connection to Gills Creek in this area. The plan further noted that “diverse housing options, accessible open spaces, trail connections, pedestrian facilities, streetscape and lighting treatments would create a unique residential neighborhood in the study area” (page 17).

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned General Residential District (RG-2) with a portion in the -Floodplain Area (-FP). The abutting properties in the City of Columbia have base zoning of General Commercial District (C-3) to the North and East, Single-Family Residential District (RS-2) to the South, and General Residential District (RG-2) to the West.

The proposed zoning district is Neighborhood Mixed-Use District (MX-1) with a portion in the -Floodplain Area (-FP).

General Residential District (RG-2)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

Neighborhood Mixed-Use District (MX-1)

The MX-1 district is intended to accommodate the development of a wide range of residential and compatible non-residential uses along corridors and in neighborhood commercial contexts. To promote development that exhibits the physical design characteristics of pedestrian-oriented streets, the district provides flexibility from conventional use and bulk requirements of other zoning districts.

STAFF RECOMMENDATION

Staff recommends to City Council to rezone the parcels from RG-2, -FP to MX-1, -FP.



Future Land Use Map

4427 Blossom Street, TMS# 13
Current FLU: UCMR-1

22.a

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson

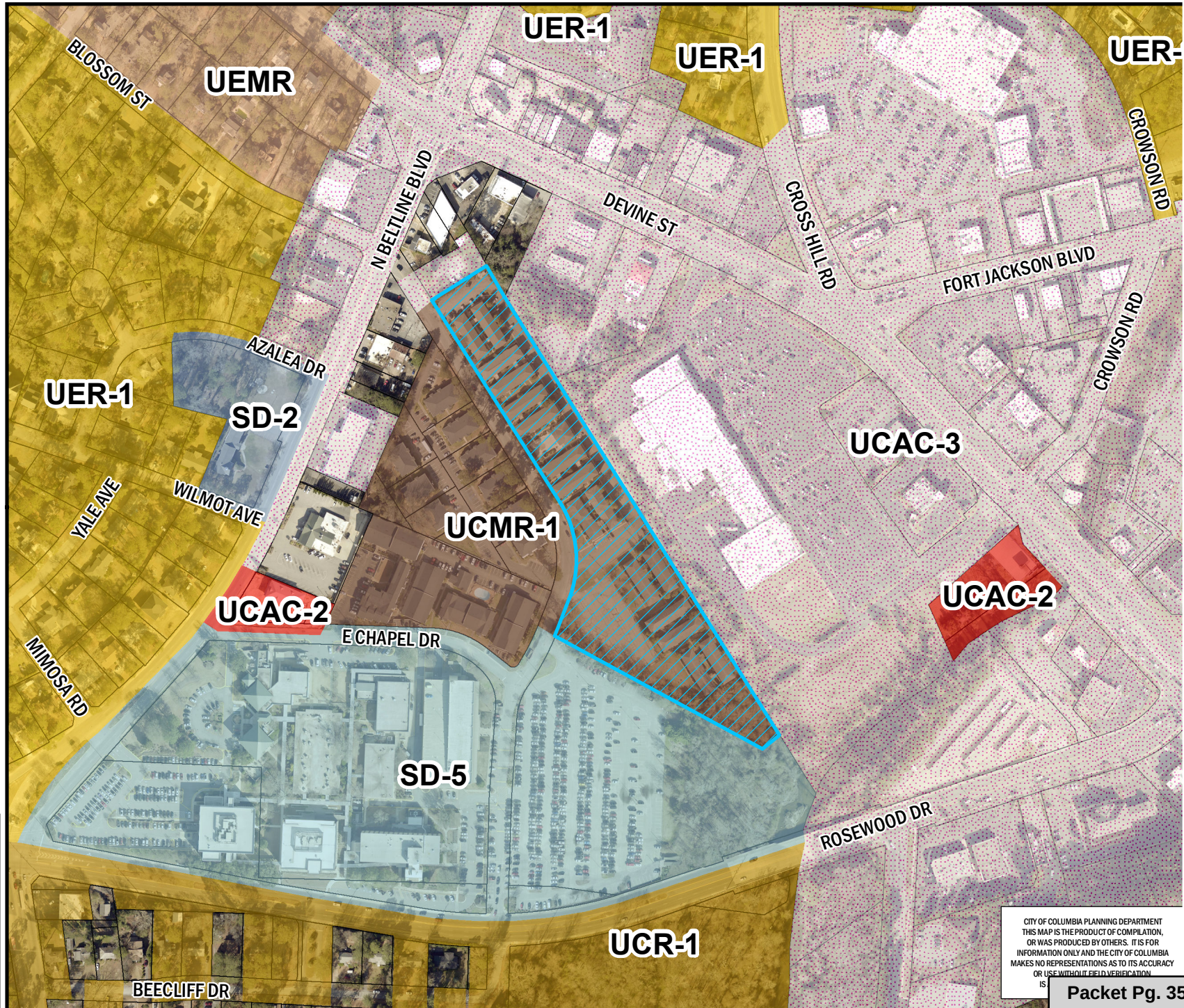


0 80 160 320
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
February 7, 2020



We Are Columbia



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

Packet Pg. 351

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ZMA-2020-0004-BlossomSt4427-MayCouncil (5915 : ZMA - 4427 Blossom Street, TMS#

Zoning Map

Department of Planning & Development Services

4427 Blossom Street, TMS# 13810-03-10;

Current Zoning: RG-2 and RG-2, -FP, Proposed Zoning: MX-1 and MX-1, -FP

22.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 62.5 125 250 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

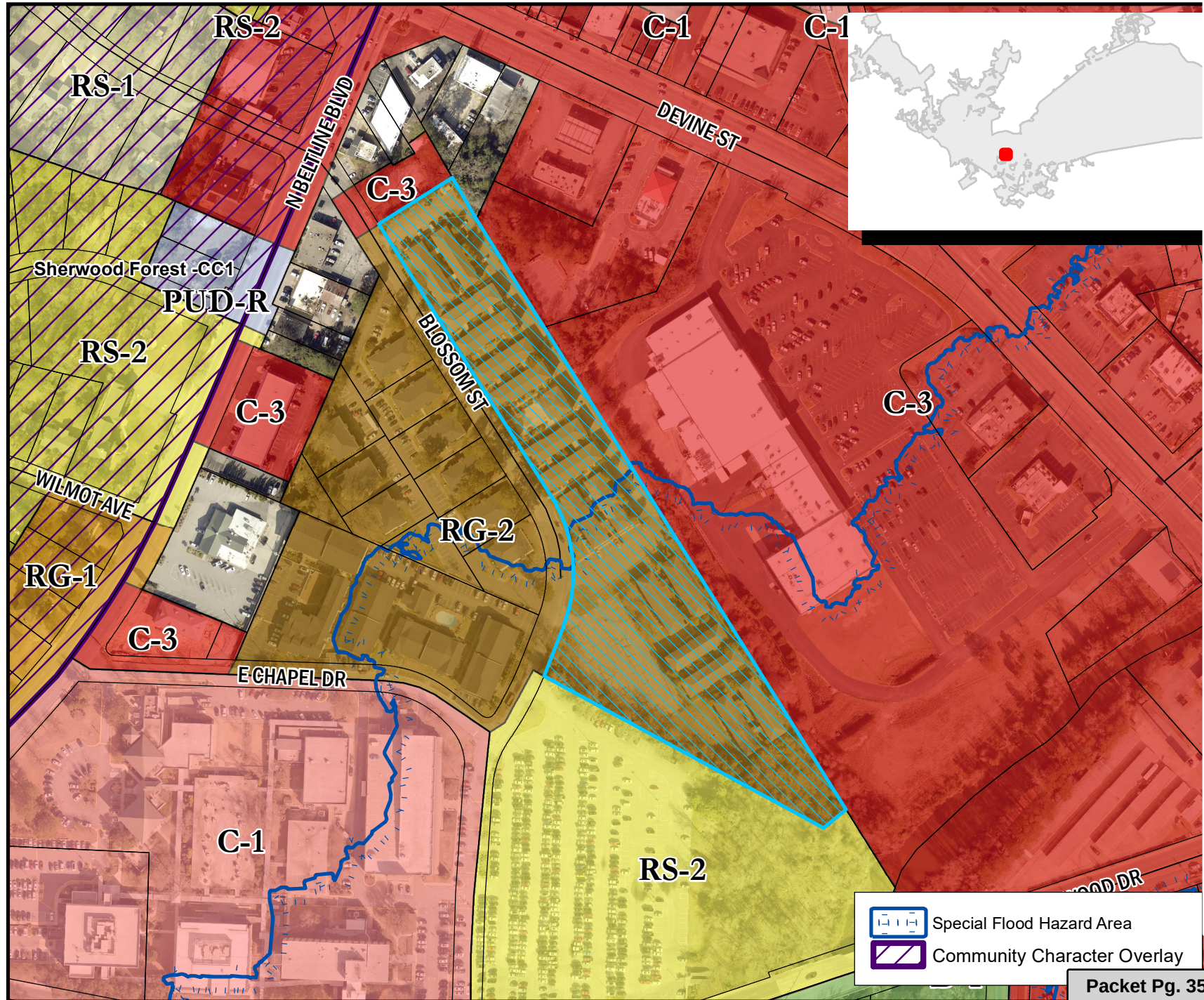
Shane Shaughnessy
February 7, 2020

DISCLAIMER:

The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



We Are Columbia



Special Flood Hazard Area
Community Character Overlay

Packet Pg. 352

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ZMA-2020-0004-BlossomSt4427-MayCouncil (5915 : ZMA - 4427 Blossom Street, TMS#

Table of Permitted Uses
RG-2
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Attached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted Accessory Use
Coin-operated laundries and dry cleaning
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Public Golf Course
Elementary and Secondary Schools (17-296)
Libraries and Information Centers
Religious Organizations
Roominghouses and boardinghouses
Organization hotels and lodginghouses on membership basis
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Membership Sports and Recreation Clubs
Day Care Facilities (17-265)
Residential Care (17-266)
Mobile home parks subject to article VI division 2
Fraternity and sorority houses

Table of Permitted Uses
MX-1
Permitted Principal Uses
Veterinary services with indoor kennels
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building Construction - Office Only
Construction other than building construction - Office Only
Construction - Special trade contractors - Office Only
Printing, publishing and allied industries
Arrangement of Transportation Services
Telephone communication (wire or radio)
Water supply services
Sewerage Systems (Sec. 17-262)
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
Department stores
Variety stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Retail bakeries
Food stores: Miscellaneous
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Florist
Cigar store and stands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Hotels, motels, and tourist courts
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Organization hotels and lodginghouses on membership basis
Garment pressing and agents for laundries and dry cleaners
Taylor and alteration shops
Coin-operated laundries and dry cleaning
Photographic Studies, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Funeral service and crematories
Miscellaneous personal services, except massage parlors and spas
Body piercing facilities and tattoo establishments
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Personal supply services
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies

Temporary help services
Computer and data processing services
Detective agencies and protective services
Photofinishing laboratories
Parking Lots
Radio and television repair shops
Watch and jewelry repair
Motion picture production
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Coin-operated amusement devices
Membership Sports and Recreation Clubs
Offices of physicians
Hospitals
Medical and dental laboratories
Legal services
Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family social services
Job training and vocational rehabilitation services
Museums and art galleries
Arboreta, botanical and zoological gardens
Business associations
Professional membership
Labor Unions and similar labor organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization
Management and public relations services
Detached One-Family Dwelling
Attached Two-Family Dwelling
Attached One-Family Dwelling
Townhouses (Sec. 17-268)
Multi-Family Dwelling
Group Development
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Microbrewery (Sec. 17-290) products
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Boat dealers (Sec. 17-286)

Recreational and utility trailer dealers (Sec. 17-286)
Used merchandise stores without weapons (Sec. 17-87)
Equipment rental and leasing services
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Apparel and other finished products made from fabrics and similar materials
Furnitures and fixtures
Paper and allied products
Printing, publishing and allied industries
Stone, clay, glass and concrete products
Fabricated metal products, except machinery and transportation equipment
Manufacturing industries, not elsewhere classified
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing: Local trucking without storage
Public warehousing: Miniwarehouse (Sec. 17-260)
U.S. Postal Service
Radio and television broadcasting
Electric substations
Retail Trade: Lumber and other building materials dealers
Gasoline service stations (Sec. 17-286)
Drinking Places (alcoholic beverages)(Sec. 17-269)
Liquor Stores
Used merchandise stores with weapons
Pawn shops
Banquet Hall
Laundry and garment services not elsewhere classified
Repair shops, not otherwise classified
Amusement and recreation services not elsewhere classified
Nursing and personal care facilities
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Commercial, physical and biological research
Testing laboratories
Dormitories, Public
Fraternity and sorority houses
Permitted in District as Office Only
Cemetery subdividers and developers
Linen supply
Diaper service
Carpet and upholstery cleaning
Outdoor advertising agencies
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Truck rental and leasing without drivers
Passenger car rental and leasing without driver
Utility trailer and recreational vehicle rental
Parking structures



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT for 2201 Wayne Street, TMS# 09011-01-06

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Council District: 1

Proposal: Request to rezone the parcels from Light Industrial District (M-1) to General Residential District (RG-2).

Applicant: Elizabeth G. Wallace, President - Wallace Realty and Investment

Staff Recommendation: Approval

PC Recommendation: 03/02/2020; Approval (7-0)

First reading approval was given on May 19, 2020.

ATTACHMENTS:

- ZMA-2020-0005-WayneSt2201_MayCouncil (PDF)

HISTORY:

05/19/20 Columbia City Council APPROVED ON FIRST READING.



CITY COUNCIL

May 19, 2020 at 6:00pm

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

Zoning Map Amendment Case Summary 2201 Wayne Street, TMS# 09011-01-06

Council District:	1
Proposal:	Request to rezone the parcels from Light Industrial District (M-1) to General Residential District (RG-2).
Applicant:	Elizabeth G. Wallace, President - Wallace Realty and Investment
Staff Recommendation:	Approval
PC Recommendation:	03/02/2020; Approval (7-0)
Public Hearing, 1 st Reading:	05/19/2020; Pending
2 nd Reading:	06/02/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.22 acres
 Current Use: Vacant Lot
 Proposed Use: Single-family Residential
 Current Land Use Classification: Urban Core Residential Small Lot (UCR-1)
 Current Zoning: Light Industrial District (M-1)
 Proposed Zoning: General Residential District (RG-2)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Residential Small Lot (UCR-1).

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

Primary Types

- Single-family Detached

Secondary Types

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

Tertiary Types

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

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

The subject property is located within the study area of the [Master Plan for the Villages of North Columbia](#) (2005), more specifically within Elmwood Park, which falls within Cluster One and the proposed Artist Village. The Artist Village plan recommends a land use of Medium Density Residential (Townhomes, Duplexes, and Live Work Units) for the subject property (Section 3, Page 87), and notes that the industrial uses along Wayne Street are inappropriate for the area (Section 3, Page 94). Adjacent to the subject property, the plan also indicates that “the development of the former Highway 277 right-of-way into a greenway is imperative to continue the trend of reinvestment within the neighborhood. While the neighborhood core is a beautiful historic single-family neighborhood, the edges surrounding the neighborhood are suffering from an abundance of vacant property and industrial uses... The greenway would connect downtown’s Finlay Park, to Earlewood Park, to the Bull Street Redevelopment and eventually to the Three Rivers Greenway” (Section 3, page 94).

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Light Industrial District (M-1). The abutting properties in the City of Columbia have base zoning of Light Industrial District (M-1) to the North and West, General Commercial District (C-3) to the South, and General Residential District (RG-2) to the East.

The proposed zoning district is General Residential District (RG-2).

Light Industrial District (M-1)

The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

General Residential District (RG-2)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

STAFF RECOMMENDATION

Staff recommends to City Council to rezone the parcels from M-1 to RG-2.



Future Land Use Map

2201 Wayne Street, TMS# 09

23.a

Current FLU: UCR-1

Department of Planning & Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



0 50 100 200 Feet

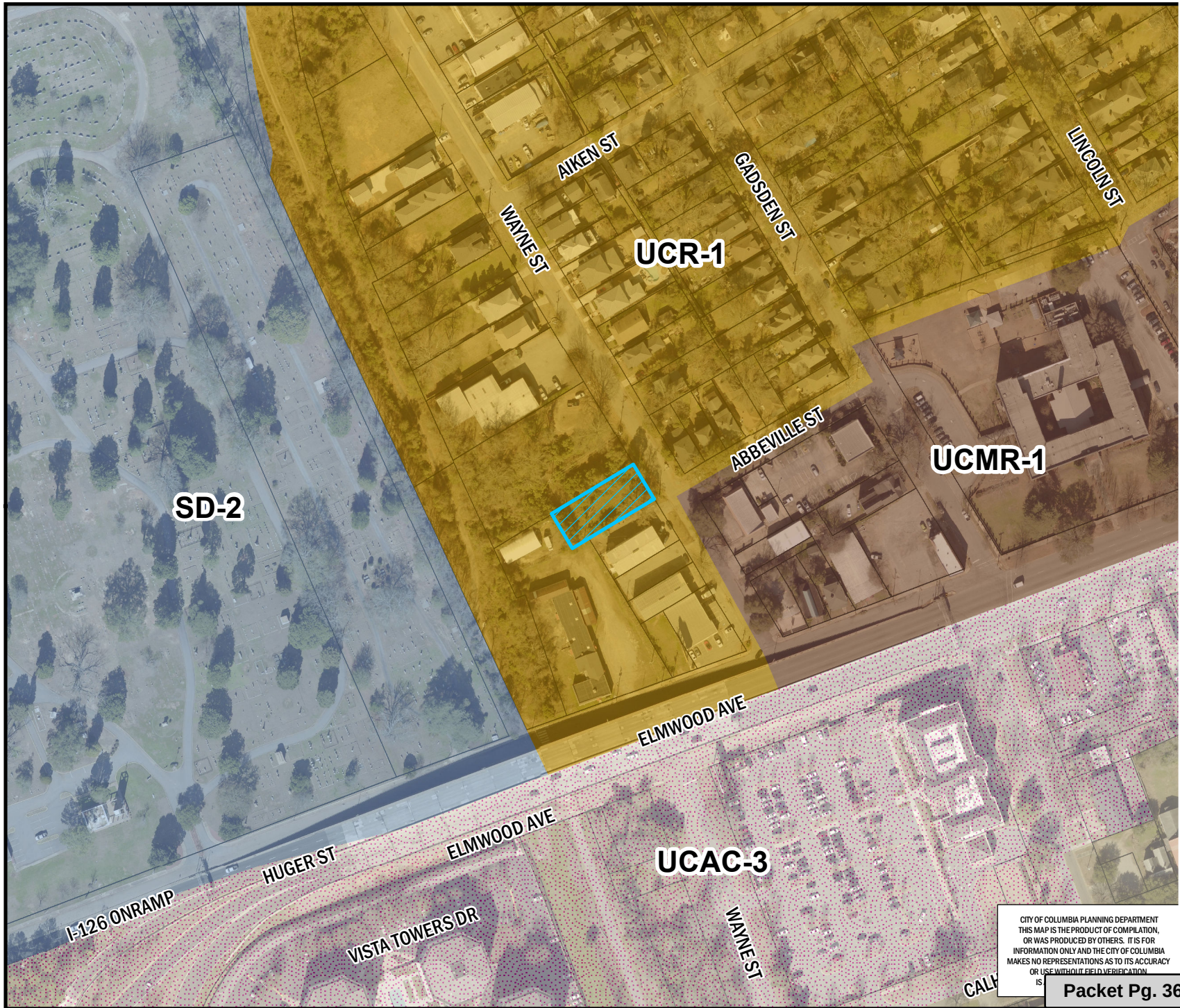
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
February 7, 2020



We Are Columbia



Packet Pg. 360

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ZMA-2020-0005-WayneSt2201_MayCouncil (5916 : ZMA - 2201 Wayne Street, TMS# 09011-01-

Zoning Map

Department of Planning & Development Services

2201 Wayne Street, TMS# 09011-01-23.a
Current Zoning: M-1, Proposed Zoning: RG-2

Legend

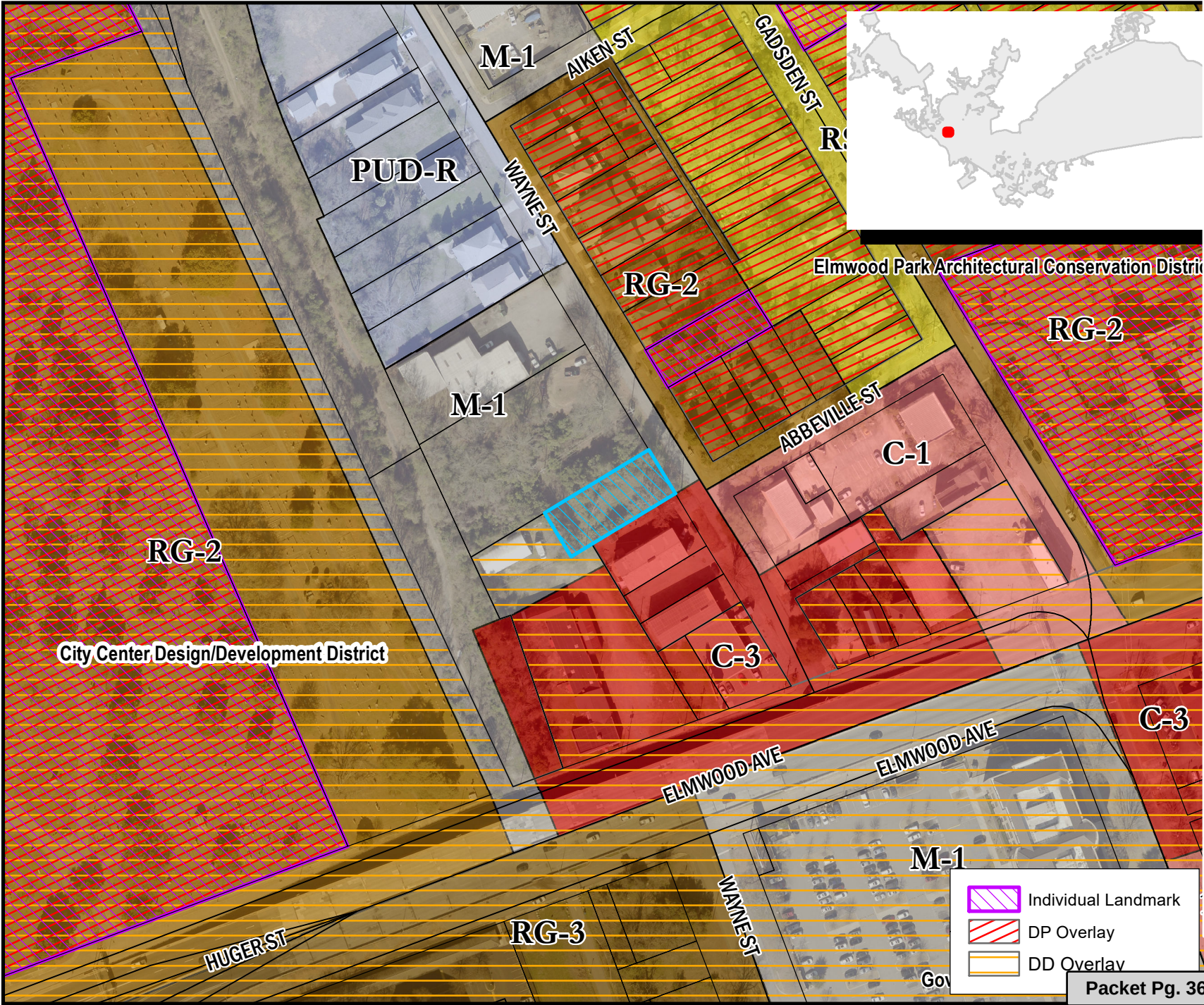
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
February 7, 2020

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Individual Landmark

DP Overlay

DD Overlay

Table of Permitted Uses
M-1
Permitted Principal Uses
Food crops grown within a covered enclosure
General farms, primarily crop
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building construction-General contractors and operative builders
Building Construction - Office Only
Construction other than building construction-General contractors
Construction other than building construction - Office Only
Construction-Special trade contractors
Construction - Special trade contractors - Office Only
Food and kindred products
Bakery products
Microbrewery (Sec. 17-290) products
Apparel and other finished products made from fabrics and similar materials
Lumber and wood products, except furniture
Furnitures and fixtures
Printing, publishing and allied industries
Measuring, analyzing and controlling instruments; photographic, medical and optical goods; watches and clocks
Railway express service
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing
Trucking, local and long distance
Motor freight transportation and warehousing: Local trucking without storage
Motor freight transportation and warehousing: Local trucking with storage
Public warehousing
Public warehousing: Miniwarehouse (Sec. 17-260)

Table of Permitted Uses
RG-2
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Attached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted Accessory Use
Coin-operated laundries and dry cleaning
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Roominghouses and boardinghouses
Organization hotels and lodginghouses on membership basis
Public Golf Course
Elementary and Secondary Schools (17-296)
Libraries and Information Centers
Religious Organizations
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Membership Sports and Recreation Clubs
Day Care Facilities (17-265)
Residential Care (17-266)

Table of Permitted Uses
M-1
Private Commercial Storage (Sec. 17-260)
U.S. Postal Service
Water transportation
Transportation by air
Pipelines
Transportation services
Arrangement of Transportation Services
Telephone communication (wire or radio)
Communication: Telegraph
Radio and television broadcasting
Communication: Cable
Electric substations
Water supply services
Sewerage Systems (Sec. 17-262)
Motor vehicles and automotive parts and supplies
Wholesale trade-Durable goods
Wholesale trade, Non durable goods: Paper and paper products
Wholesale trade, Non durable goods: Apparel - Goods and notions
Wholesale trade, Non durable goods: Groceries and related products
Wholesale trade, Non durable goods: Farm products-Raw materials
Wholesale trade, Non durable goods: Chemicals and allied products
Wholesale trade, Non durable goods: Beer, wine and distilled alcoholic beverages
Wholesale trade, not durable goods: Miscellaneous nondurable goods
Retail Trade: Lumber and other building materials dealers
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Fruit stores and vegetable markets
Retail bakeries
Food stores: Miscellaneous
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)

Table of Permitted Uses
RG-2
Mobile home parks subject to article VI division 2
Fraternity and sorority houses

Table of Permitted Uses
M-1
Recreational and utility trailer dealers (Sec. 17-286)
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drinking Places (alcoholic beverages)(Sec. 17-269)
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Non-store retailers: Automatic merchandising machine operators
Fuel and ice dealers, except oil fuel dealers and bottled gas dealers
Fuel oil dealers
Liquified petroleum gas (bottled gas) dealers
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Banquet Hall
Cemetery subdividers and developers
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Power laundries
Garment pressing and agents for laundries and dry cleaners
Linen supply
Diaper service
Coin-operated laundries and dry cleaning
Dry cleaning plants, except rug cleaning
Carpet and upholstery cleaning
Industrial launderers
Laundry and garment services not elsewhere classified
Photographic Studios, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Miscellaneous personal services, except massage parlors and spas
Advertising agencies
Outdoor advertising agencies
Consumer credit reporting agencies

Table of Permitted Uses
RG-2

Table of Permitted Uses
M-1
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Equipment rental and leasing services
Personal supply services
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies
Computer and data processing services
Detective agencies and protective services
Photofinishing laboratories
Passenger car rental and leasing without driver
Truck rental and leasing without drivers
Utility trailer and recreational vehicle rental
Parking Lots
Automotive repair shops
Carwashes
Automotive services, except repair and carwashes
Radio and mobile telephone installation shops
Radio and television repair shops
Refrigeration and air conditioning service and repair shops
Reupholstery and furniture repair
Watch and jewelry repair
Welding repair
Repair shops, not otherwise classified
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Professional sports clubs and promoters
Racing including track operations
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Public golf courses
Coin-operated amusement devices
Amusement parks
Membership Sports and Recreation Clubs
Amusement and recreation services not elsewhere classified

Table of Permitted Uses
RG-2

Table of Permitted Uses
M-1
Offices of physicians
Medical and dental laboratories
Legal services
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Job training and vocational rehabilitation services
Museums and art galleries
Arboreta, botanical and zoological gardens
Business associations
Professional membership
Labor Unions and similar labor organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial, physical and biological research
Commercial economic, sociological, and educational research
Noncommercial research organization
Testing laboratories
Management and public relations services
Miscellaneous services
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Used merchandise stores without weapons (Sec. 17-87)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Dormitories , Private (Sec. 17-321)
Permitted Accessory Use
Aquaponics
Special Exception by Board of Zoning Appeals
Gas production and distribution
Wholesale trade-durable goods-Scrap
Liquor Stores
Used merchandise stores with weapons

Table of Permitted Uses
RG-2

Table of Permitted Uses
M-1
Pawn shops
Body piercing facilities and tattoo establishments
Recycling centers (see Sec. 17-273)
Parking structures
Drive-in motion picture theaters
Bingo parlors
Libraries and information centers
Day Care Facilities (Sec. 17-265)
Dormitories, Public
Fraternity and sorority houses
Correctional insitutions

Table of Permitted Uses
RG-2



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ZONING MAP AMENDMENT for a 2.66-acre portion of S/S Ft. Jackson Blvd., TMS# 16503-05-04(p)**

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Council District: 4

Proposal: Request to rezone a +/- 2.66-acre portion of the parcel from Single-Family Residential District (RS-1) and General Commercial District (C-3) with a portion in the Floodplain Area (-FP) to General Commercial District (C-3) with a portion in the Floodplain Area (-FP).

Applicant: QuikTrip Corporation

Staff Recommendation: Approval

PC Recommendation: 05/04/2020; Approval (7-0)

First reading approval was given on May 19, 2020.

ATTACHMENTS:

- ZMA-2020-0008-FtJacksonBlvd_MayCouncil (PDF)

HISTORY:

05/19/20 Columbia City Council APPROVED ON FIRST READING.



CITY COUNCIL

May 19, 2020 at 6:00 pm

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

Zoning Map Amendment Case Summary **2.66 acre portion of S/S Ft. Jackson Blvd., TMS# 16503-05-04(p)**

Council District:	4
Proposal:	Request to rezone a +/- 2.66-acre portion of the parcel from Single-Family Residential District (RS-1) and General Commercial District (C-3) with a portion in the Floodplain Area (-FP) to General Commercial District (C-3) with a portion in the Floodplain Area (-FP).
Applicant:	QuikTrip Corporation
Staff Recommendation:	Approval
PC Recommendation:	04/06/2020; Postponed to May due to Covid-19 Pandemic
PC Recommendation:	05/04/2020; Approval (7-0)
ZPH, 1 st Hearing:	05/19/2020; Pending
2 nd Hearing:	06/02/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: +/- 2.66 acres
 Current Use: Undeveloped
 Proposed Use: Convenience Store
 Current Land Use Classification: Community Activity Corridor (AC-2)
 Current Zoning: Single-Family Residential District (RS-1) and General Commercial District (C-3) with a portion in the Floodplain Area (-FP)
 Proposed Zoning: General Commercial District (C-3) with a portion of Floodplain Area (-FP)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Community Activity Corridor (AC-2) in The Columbia Plan 2018 Future Land Use Map.

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three- to five-mile drive and typically consist of a variety of commercial and service uses.

Primary Types

- Small and Medium Business/Employment (excl. Flex)

- Multi-family Small and Medium Mixed-use

Secondary Types

- Multi-family Small and Medium

Tertiary Types

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

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

The subject property is located within the study area of the [Devine Street / Fort Jackson Boulevard Commercial Node Plan](#) (2014). The generalized land use concept plan designated the subject property “Highway Commercial” (map on page 10). The land use concept “is intended to allow auto-oriented development at major interchanges. The use category encourages a full range of retail and service uses drawing from a local or regional market area, particularly those with larger footprints (greater than 50,000 square feet) that cannot be easily accommodated in Neighborhood Commercial. Development is intended to be accessible for motorists, but access for transit users, bicyclists, and pedestrians shall be supported” (page 11). A Redevelopment Concept Plan was not developed for the subject property (map, page 12).

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently split zoned Single-Family Residential District (RS-1) and General Commercial District (C-3) with a portion in the Floodplain Area (-FP). The abutting properties in the City of Columbia have base zoning of General Residential District (RG-2) and Single-Family Residential District (RS-1) to the West, General Residential District (RG-2) to the North, General Commercial District (C-3) and General Residential District (RG-2) to the East, and Single-Family Residential District (RS-1) and (RS-2) to the South.

The proposed zoning district is General Commercial District (C-3).

Single-Family Residential District (RS-1)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends City Council rezone the parcel from RS-1 and C-3 with a portion in the Floodplain Area to C-3 with a portion in the Floodplain Area.

Attachment: ZMA-2020-0008-FtJacksonBlvd_MayCouncil (5935 : ZMA - 2.66 acre portion of S/S Ft. Jackson Blvd., TMS# 16503-05-04(p))

Approximate location of
Proposed Development

Future Land Use Map

2.66 acre portion S/S Fort Jackson Blvd., TMS# 16503
Current FLU: AC-2

24.a

Department of Planning &
Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- UEAC-3 - Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



0 100 200 400
Feet

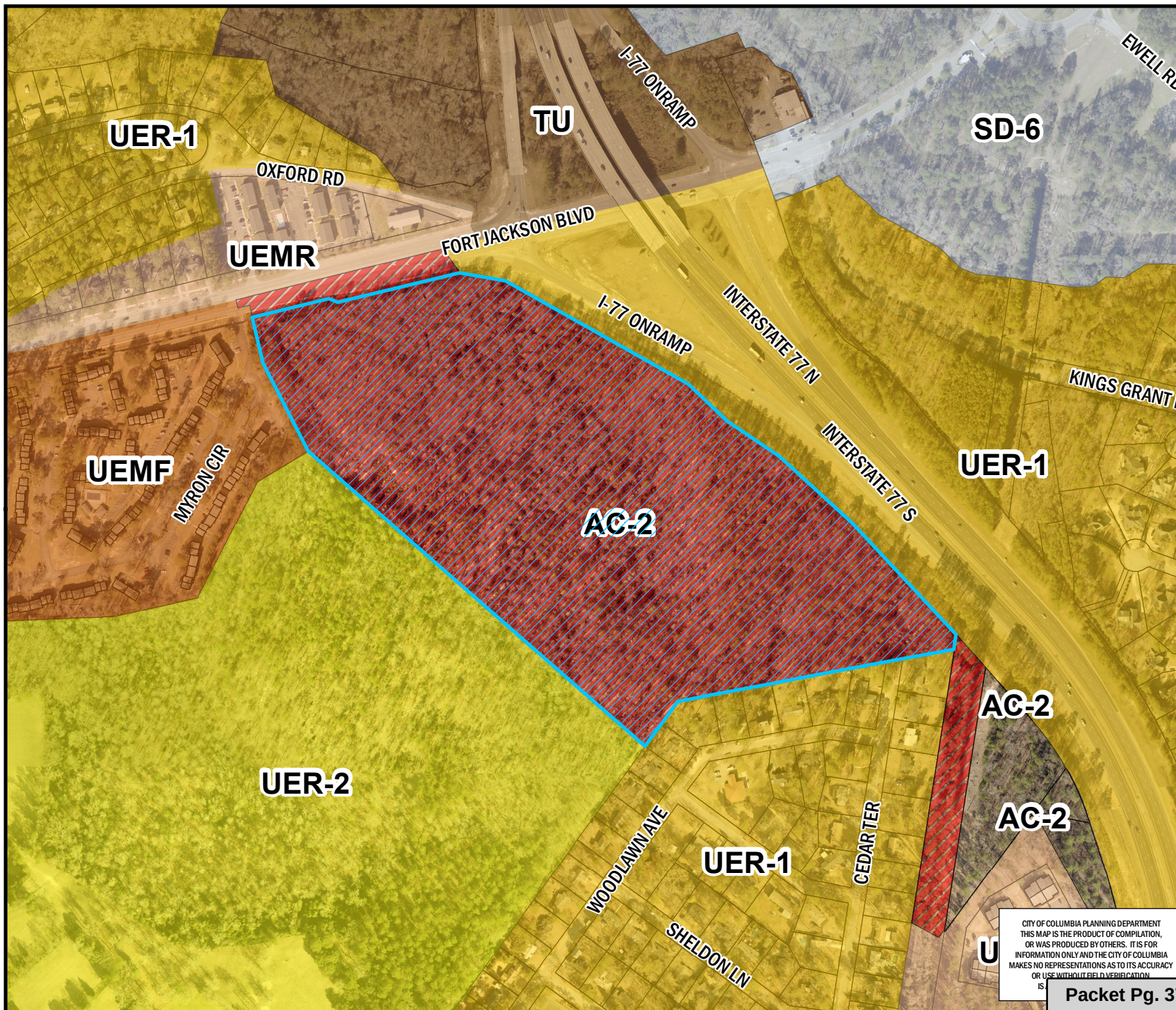
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
March 11, 2020



We Are Columbia



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

Packet Pg. 373

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ZMA-2020-0008-FtJacksonBlvd_MayCouncil (5935 : ZMA - 2.66 acre portion of S/S Ft.

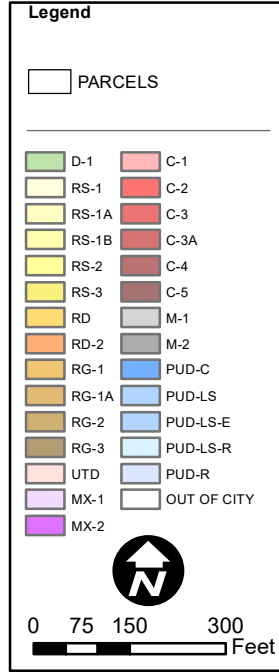
Zoning Map

Department of Planning & Development Services

2.66 acre portion of S/S Fort Jackson Blvd., TMS# 16503-05-04;

Current Zoning: RS-1 and C-3 with portion in -FP, Proposed Zoning: C-3 with portion in -FP

24.a



ORIGINAL PREPARATION/DATE:
This map was prepared by:

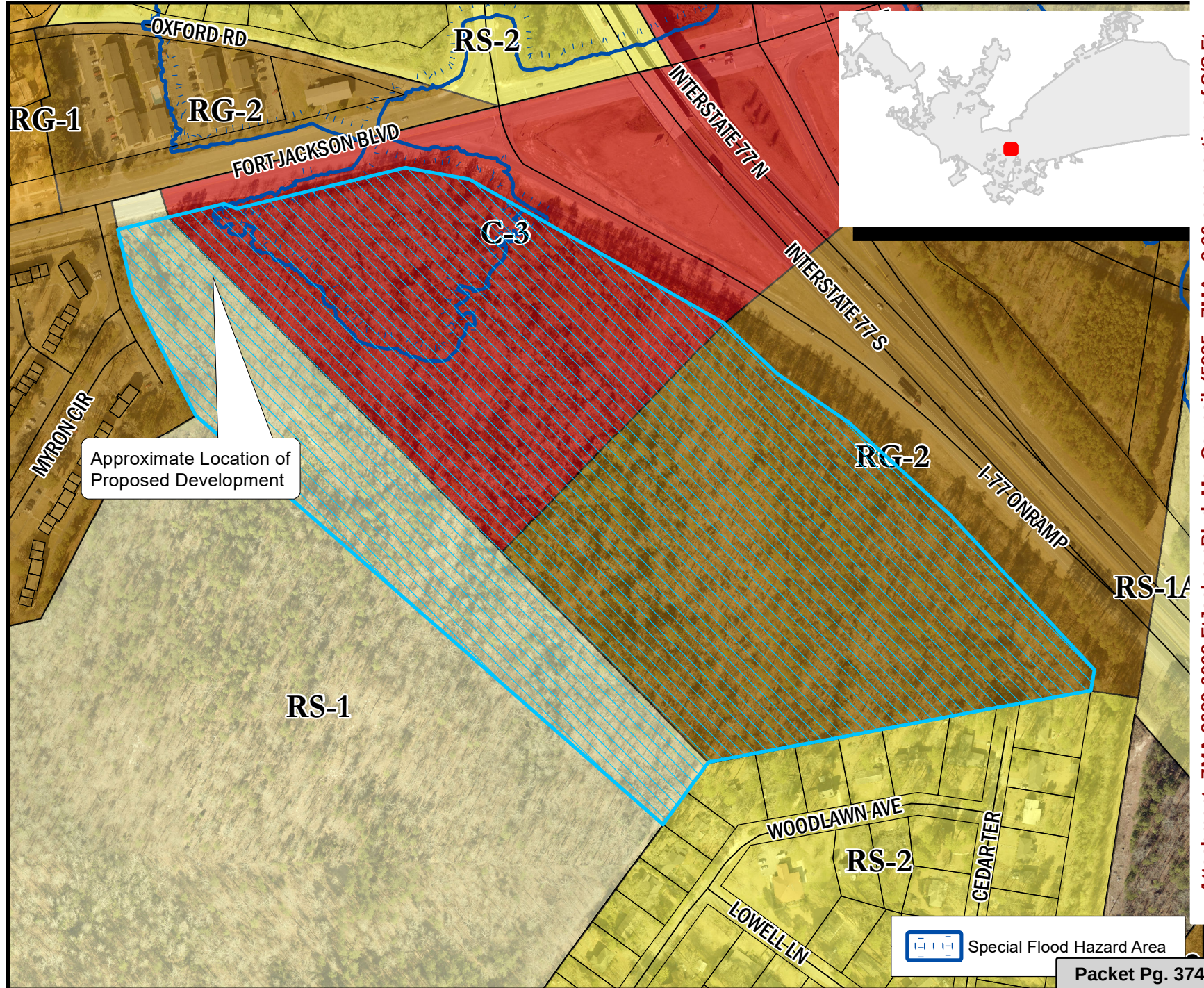
Shane Shaughnessy
March 11, 2020

DISCLAIMER:

The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



We Are Columbia



Attachment: ZMA-2020-0008-FtJacksonBlvd_MayCouncil (5935 : ZMA - 2.66 acre portion of S/S Ft.

Packet Pg. 374

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

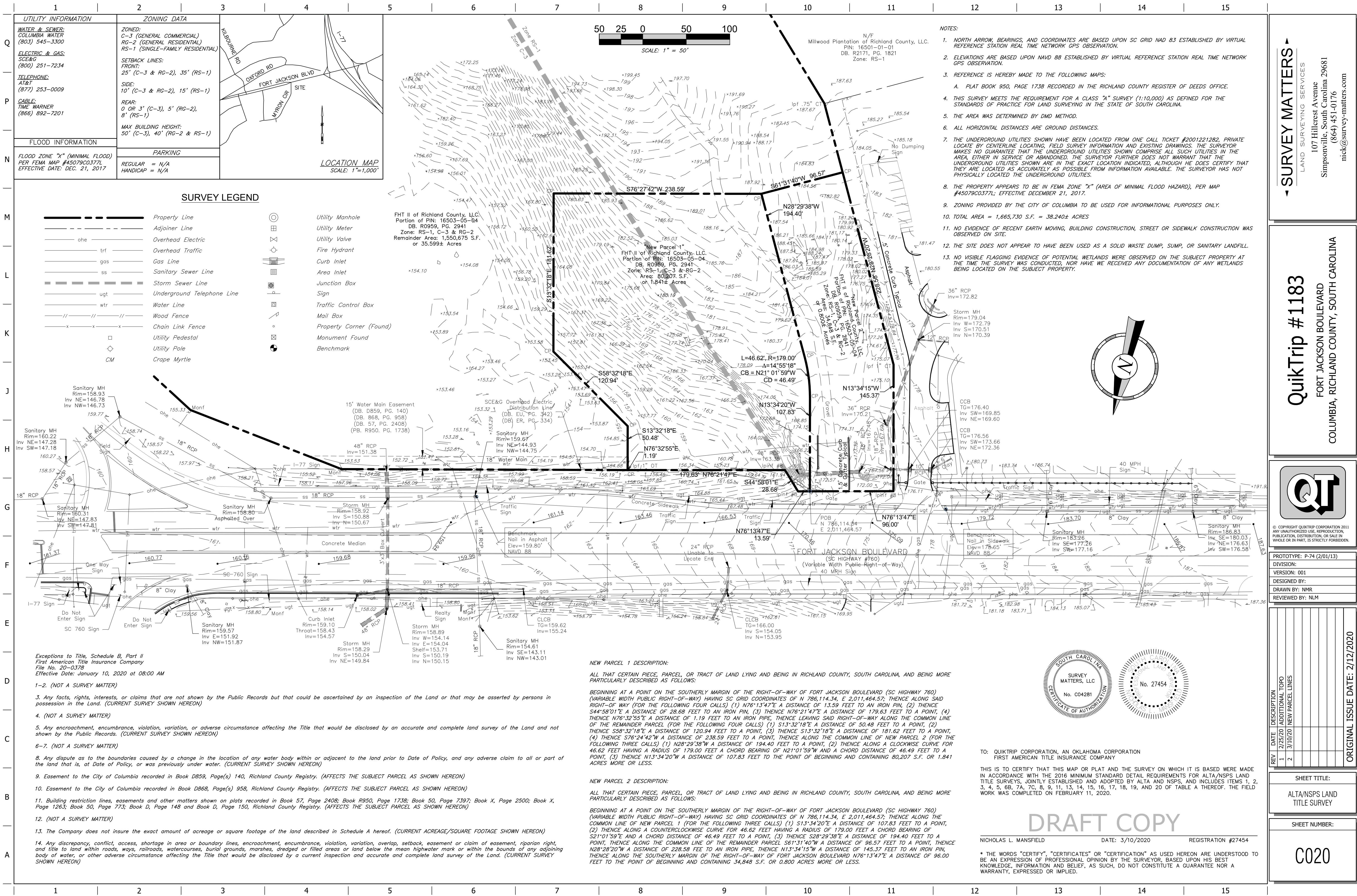


Table of Permitted Uses
RS-1, RS-1A, RS-1B, RS-2, and RS-3
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Public Golf Course
Membership Sports and Recreation Clubs
Elementary and Secondary Schools (Sec. 17-296)
Libraries and Information Centers
Day Care Facilities (Sec. 17-265)
Residential Care (17-266)
Religious Organizations
Group Development

Table of Permitted Uses
C-3
Permitted Principal Uses
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building Construction - Office Only
Construction other than building construction - Office Only
Bakery products
Printing, publishing and allied industries
Private Commercial Storage (Sec. 17-260)
Arrangement of Transportation Services
Telephone communication (wire or radio)
Communication: Telegraph
Radio and television broadcasting
Communication services, not elsewhere classified
Water supply services
Sewerage Systems (Sec. 17-262)
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
Department stores
Variety stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Fruit stores and vegetable markets
Retail bakeries
Food stores: Miscellaneous
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Non-store retailers: Automatic merchandising machine operators
Fuel and ice dealers, except oil fuel dealers and bottled gas dealers
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Cemetery subdividers and developers
Hotels, motels, and tourist courts
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Organization hotels and lodgings on membership basis
Garment pressing and agents for laundries and dry cleaners
Taylor and alteration shops

Linen supply
Diaper service
Coin-operated laundries and dry cleaning
Permitted Principal Uses
Photographic Studies, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Funeral service and crematories
Miscellaneous personal services, except massage parlors and spas
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Equipment rental and leasing services
Personal supply services
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Passenger car rental and leasing without driver
Truck rental and leasing without drivers
Utility trailer and recreational vehicle rental
Parking Lots
Carwashes
Radio and mobile telephone installation shops
Radio and television repair shops
Refrigeration and air conditioning service and repair shops
Reupholstery and furniture repair
Watch and jewelry repair
Repair shops, not otherwise classified
Motion picture production
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Professional sports clubs and promoters
Racing including track operations
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Public golf courses
Coin-operated amusement devices
Amusement parks
Membership Sports and Recreation Clubs
Amusement and recreation services not elsewhere classified
Offices of physicians
Nursing and personal care facilities
Hospitals
Medical and dental laboratories
Legal services

Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Permitted Principal Uses
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family social services
Job training and vocational rehabilitation services
Museums and art galleries
Arboreta, botanical and zoological gardens
Business associations
Professional membership
Labor Unions and similar labor organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization
Testing laboratories
Management and public relations services
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Microbrewery (Sec. 17-290) products
Used merchandise stores without weapons (Sec. 17-87)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Veterinary services with indoor kennels
Veterinary services with outdoor kennels
Furnitures and fixtures
Special Exception by Board of Zoning Appeals

Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing: Local trucking without storage
Public warehousing: Miniwarehouse (Sec. 17-260)
U.S. Postal Service
Electric substations
Motor vehicles and automotive parts and supplies
Wholesale trade, not durable goods: Paper and paper products
Wholesale trade, not durable goods: Drugs, drug proprietaries, and drugist sundries
Wholesale trade, not durable goods: Apparel - Goods and notions
Wholesale trade, not durable goods: Groceries and related products
Wholesale trade, not durable goods: Miscellaneous nondurable goods
Retail Trade: Lumber and other building materials dealers
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286)
Drinking Places (alcoholic beverages)(Sec. 17-269)
Liquor Stores
Used merchandise stores with weapons
Pawn shops
Fuel oil dealers
Liquified petroleum gas (bottled gas) dealers
Banquet Hall
Power laundries
Laundry and garment services not elsewhere classified
Body piercing facilities and tattoo establishments
Massage parlors and spas
Outdoor advertising agencies
Parking structures
Automotive repair shops
Automotive services, except repair and carwashes
Drive-in motion picture theaters
Bingo parlors
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Commercial, physical and biological research
Detached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Dormitories, Public
Fraternity and sorority houses
Correctional insitutions



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AND TEXT AMENDMENT for 1-acre portion of 2.14 acres W/S Barnwell Street, TMS# 11404-10-04(p)

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Ordinance No.: 2020-015 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 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add a one (1) acre portion of the West Side of Barnwell Street known as Richland County TMS #11404-10-04(p)

Council District:	2
Proposal:	Request to rezone the parcel from PUD-LS to PUD-LS, -DP and Amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark
Applicant:	Todd Avant, Avant Holdings, LLC and Robert E. Hughes, Tellus Delaware, LLC
Staff Recommendation:	Approval
PC Recommendation:	01/06/2020; Approval (7-0)
D/DRC Recommendation:	01/09/2020; Approval (6-0)

First reading approval was given on May 19, 2020.

ATTACHMENTS:

- MA_TA_Laundry_BullStreet-MayCouncil (PDF)
- 2020-015 amend Sec. 17-691 (d) add 1 ac pt WS Barnwell Street (PDF)

HISTORY:

05/19/20

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

May 19, 2020 at 6:00 pm

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

Zoning Map and Text Amendment Case Summary **1 acre portion of 2.14 acres W/S Barnwell Street, TMS# 11404-10-04(p)**

Council District:	2
Proposal:	Request to rezone the parcel from PUD-LS to PUD-LS, -DP and Amend Chapter 17 – Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark
Applicant:	Todd Avant, Avant Holdings, LLC and Robert E. Hughes, Tellus Delaware, LLC
Staff Recommendation:	Approval
PC Recommendation:	01/06/2020; Approval (7-0)
D/DRC Recommendation:	01/09/2020; Approval (6-0)
ZPH, 1 st Reading:	05/19/2020; Pending
2 nd Reading:	06/02/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Age of Structure: Built 1883
 Acreage: 1.00
 Current Use: Vacant
 Proposed Use: Commercial
 Land Use Classification: Urban Core Regional Activity Center (UCAC-3)
 Current Zoning: Planned Unit Development-Large Scale (PUD-LS)
 Proposed Zoning: Planned Unit Development-Large Scale (PUD-LS), -Design and Preservation Area (-DP)
 Landmark Status: Group III

HISTORICAL SIGNIFICANCE

The Bull Street District (Neighborhood) is home to several historic buildings integral to the campus when it was established for the mentally ill. The iconic Babcock Building is the most well-known structure on campus, housing administration and patients when it was built; however, other extant secondary buildings are important structures as well, telling the story of the way the asylum functioned. The Italianate-influenced laundry building, designed by George LaFaye and built in 1883, is one of these. Situated behind the Babcock Building and its dining halls, and adjacent to the former bakery building, ice cream plant, and other service buildings, it was part of the hive of industry which operated in the background and which supported the mental asylum.

Patients staffed the laundry, in accordance with the tenets of the Kirkbride System, a philosophy of mental health care which promoted occupational work, fresh air, pleasant surroundings, etc., as therapeutic. Major additions to the façade occurred in 1910 and 1930 but the building retains integrity and is an important component to understanding the workings of the historic campus.

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Regional Activity Center (UCAC-3) in the Future Land Use Map.

These developments are intense mixed-use business districts within the urban context. They may be adjacent to the central business district or found in outer areas of the City. They are primary destinations for work and play which attract people from more than a 20-mile radius or drive distance. The uses are built within the urban blocks and grid, and whole scale redevelopment of blocks or adaptive reuse of existing structures may occur in these areas. Their scale is large and may take up multiple city blocks. Their primary use is as a business district, but high-intensity residential in mixed-use buildings is also appropriate.

Primary Types:

- Small to Extra Large Business/Employment (incl. High-rise, excl. Flex)
- Multi-family Medium and High-rise Mixed-use

Secondary Types:

- Multi-family Medium to High-rise
- Small to Large Flex
- Civic/Institutional
- Parking Structures

Tertiary Types:

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Planned Unit Development-Large Scale (PUD-LS). Surrounding parcels are zoned by the City of Columbia Planned Unit Development-Large Scale (PUD-LS)

The proposed City of Columbia zoning district is Planned Unit Development-Large Scale (PUD-LS), -Design/Development Area (-DD), -Design and Preservation Area (-DP).

Planned Unit Development-Large Scale (PUD-LS)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of

certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(3) PUD-LS Planned Unit Development-Large Scale. Applicants with parcels in excess of 25 acres may choose to develop under the large scale PUD (PUD-LS) provisions.

(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

-Design and Preservation Area (-DP)

It is the intent of the -DP to protect and improve the quality of the environment of the city by the encouragement of identification, recognition, conservation, maintenance and enhancement of areas, sites, structures, fixtures and other features of the architectural, economic, social, cultural and political history of the city as well as its natural features; to encourage appropriate use of such features, areas, sites, structures and fixtures; and to restrain influences adverse to such purposes, and by so doing to promote the public welfare. To this end, the -DP designation, when appended to a basic district classification, is intended to coordinate the purposes and intent of this article with those regulations established by other provisions whose primary intent is to further the purposes set out in this section.

Following are the criteria for listing as a Group III Landmark:

Section 17-691(d) of the Columbia City Ordinance outlines the criteria for designation as a Group III Landmark.

“Group III consists of structures or sites which round out and extend the material-visual history of Columbia when added to Groups I and II; they evidence one or more of the following criteria for selection:

The site of events, homes of men, etc., that are interesting locally.

(2) Somewhat unusual characteristics in architectural design.

(3) Belonging to a family or "genera" of buildings recognized locally.

(4) A mediocre example of a style or type of building which is becoming, or in danger of becoming, extinct locally.

(5) Evidencing one or more of the criteria for Group II, but too decrepit or too destructively modified to constitute a prime historic document.

If possible, these should be preserved by "adaptive use," although not necessarily on their original sites. Generally, preservation of interiors is not of great importance and controlled remodeling of exteriors is in order.”

Staff finds that the Laundry Building in the Bull Street Neighborhood meets items 1 of the criteria for Group III landmarks.

STAFF RECOMMENDATION

Staff recommends to City Council to rezone the parcel from PUD-LS to PUD-LS, -DP and Amend Chapter 17 – Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.



Future Land Use Map

W/S Barnwell Street, TMS# 114
Current FLU: UCAC-3

25.a

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 Urban Edge Community Activity Center
-  UCAC-3 Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



0 50 100 200
Feet

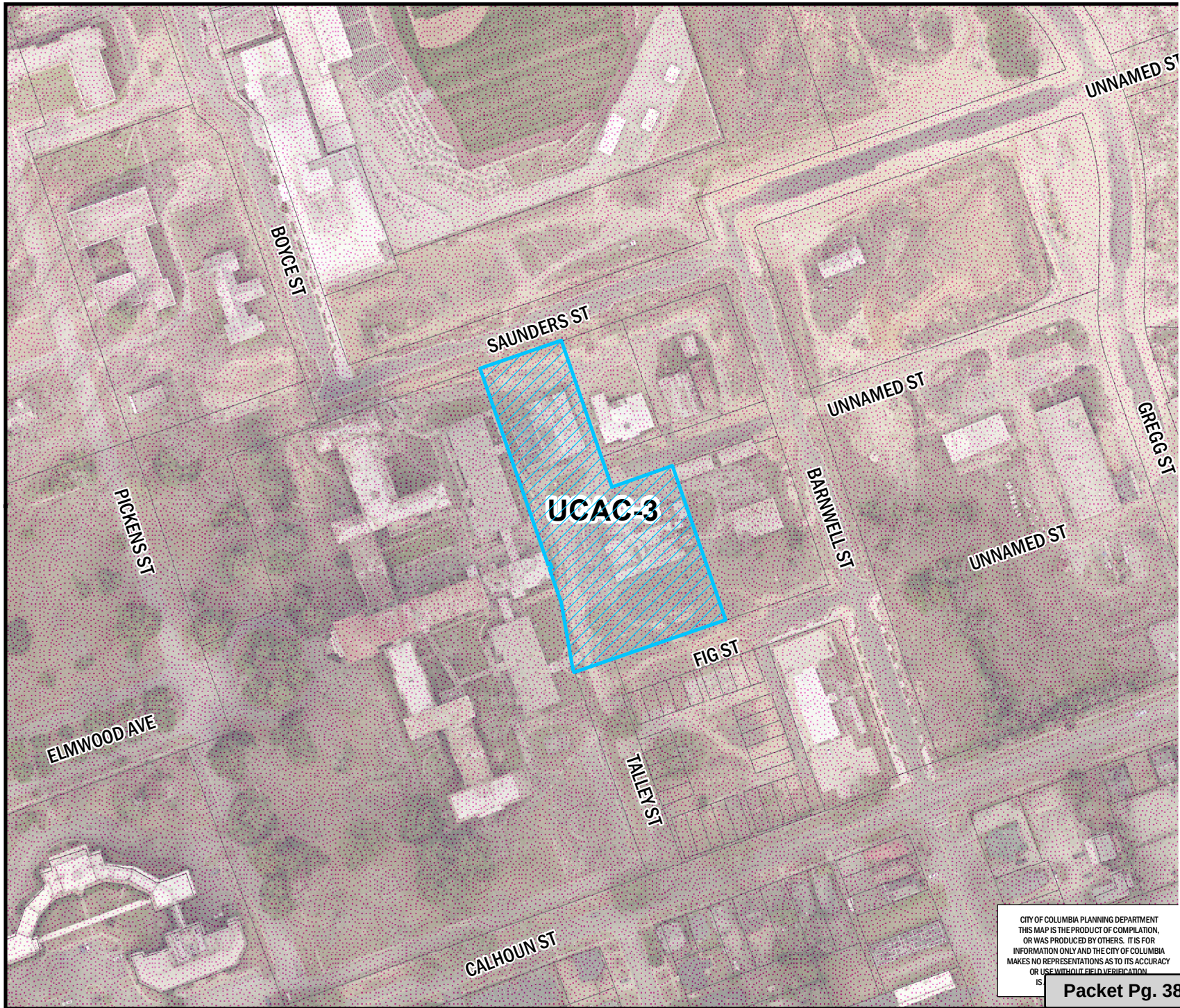
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
November 5, 2019



We Are Columbia



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

Packet Pg. 385

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: MA_TA_Laundry_BullStreet-MayCouncil (5815 : MA & TA - (Laundry Bull St) W/S Barnwell

Zoning Map

Department of Planning & Development Services

W/S Barnwell Street, TMS# 11404-10-04;
Current Zoning: PUD-LS, Proposed Zoning: PUD-LS, -DP

25.a

Legend

PARCELS

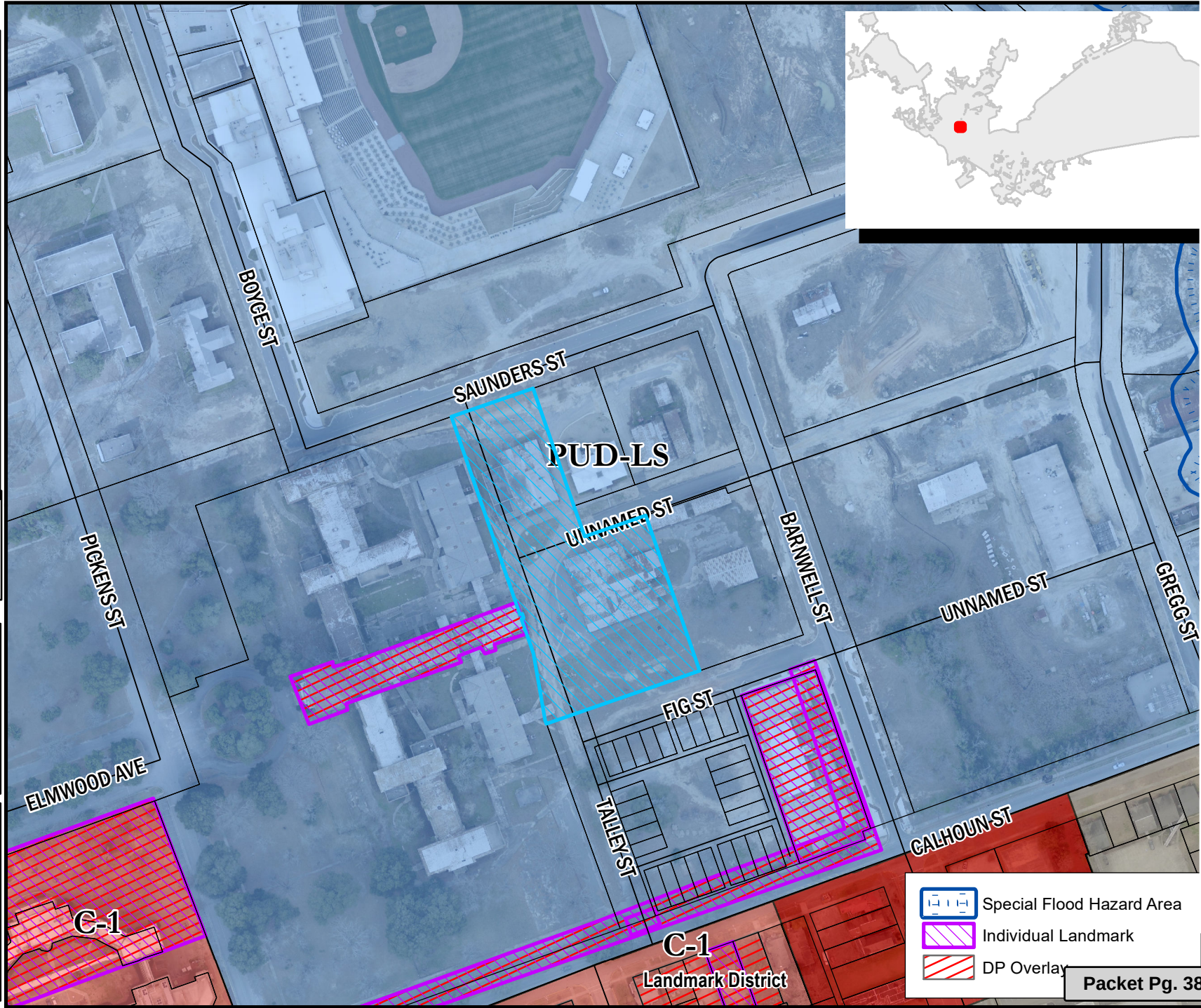
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
November 5, 2019

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Attachment: MA_TA_Laundry_BullStreet-MayCouncil (5815 : MA & TA - (Laundry Bull St) W/S Barnwell



LETTER OF AGENCY BOARDS AND COMMISSIONS

TO: Planning and Development Services, City of Columbia

I, the undersigned property owner, do hereby attest that I am the person that holds, or I am authorized on behalf of the party that holds, fee simple interest in the following parcel(s):

COMMON STREET ADDRESS(ES): To be assigned; Frontage on Fig Street

TAX MAP NUMBER(S): A portion of TMS #11404-10-04; See attached exhibit

Further, I hereby authorize the persons and/or entities listed as AUTHORIZED AGENT(S) below to act on my behalf for the purpose of submitting documents, amending documents, meeting with staff, attending public meetings and hearings, and as otherwise may be necessary and proper to fulfill the required steps to request the following:

- ~~1. Variance, Special Exception, and/or Administrative Appeal (Board of Zoning Appeals)~~
2. Zoning Map Amendment (Planning Commission and City Council, if applicable)
3. Site Plan Review (Planning Commission or D/DRC)
4. Design Review (D/DRC)
- ~~5. Minor Subdivision (Staff)~~
- ~~6. Major Subdivision (Planning Commission)~~

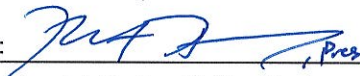
****Please strike-through and initial any of the above-listed steps that do not fall under the scope of this Letter of Agency**

Name, Company/Firm, Telephone Number

AUTHORIZED AGENT(S): Todd Avant, Avant Holdings, LLC, 803-622-7012

Please note that the Authorized Agent(s) will be the designated contact for all correspondence related to the above-listed steps

Tellus Delaware, LLC

SIGNATURE OF PROPERTY OWNER: by:  DATE: 12/3/19

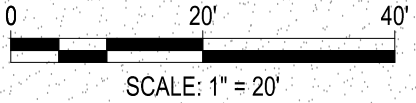
PROPERTY OWNER NAME (PRINTED): Robert E. Hughes III, President

WITNESS TO SIGNATURE:  DATE: 12/3/19

WITNESS NAME (PRINTED): Chandler Cox

****This Letter of Agency shall be contingent on Authorized Agent acquiring the property prior to any second reading designating the property as a City of Columbia Landmark.**

Rev. 9/2019



EX-1

Packet Pg. 388

	DOWN	UP	DOWN	UP
WLB	2022	2022	2022	2022
CREC	2022	2022	2022	2022
JMP	2022	2022	2022	2022
APPROVED	2022	2022	2022	2022
FIN	2022	2022	2022	2022

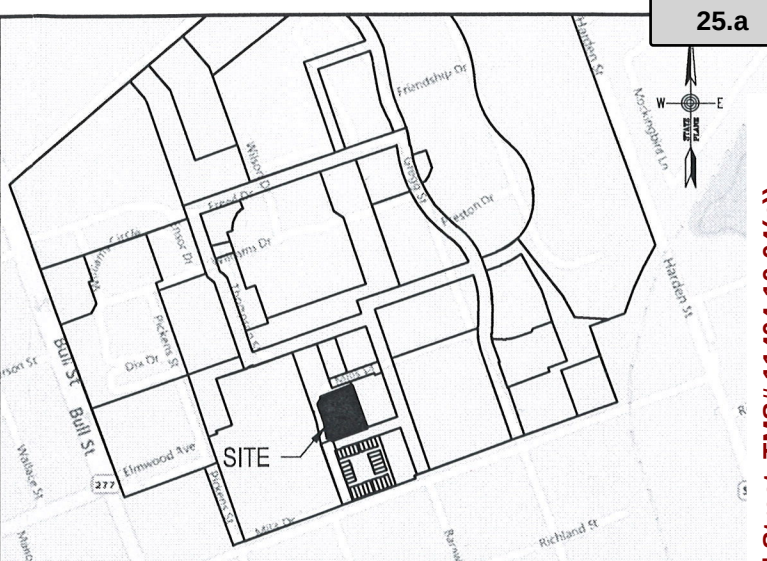
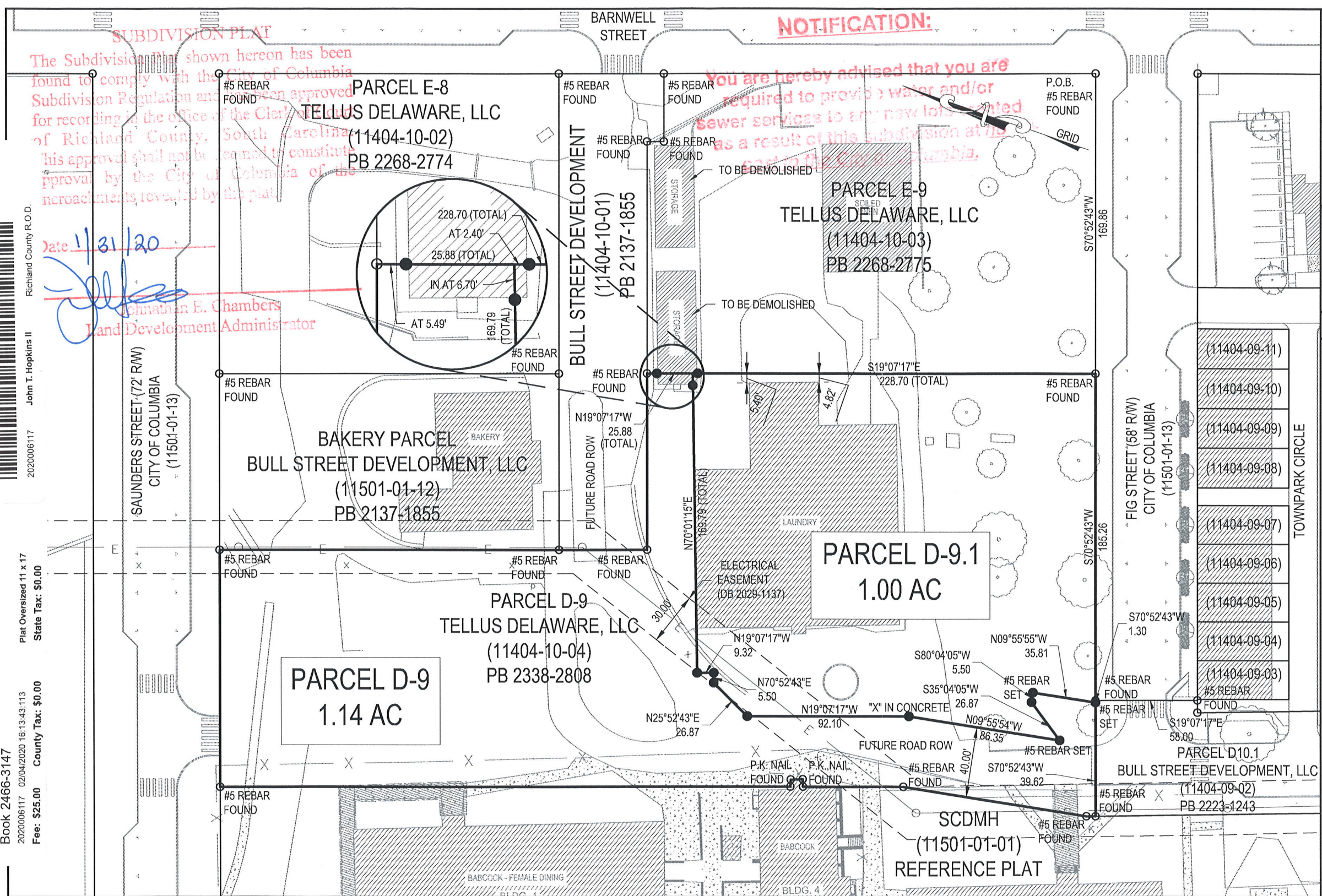
DRAWING TITLE

LAUNDRY PARCEL EXHIBIT
(PARCEL D-9.1)

OWNER	AVANT LAUNDRY BULL STREET
	QOZB, LLC
	COLUMBIA, SOUTH CAROLINA
PROJECT TITLE	

DAVIS & FLOYD
SINCE 1954
WWW.DAVISFLOYD.COM
1319 HIGHWAY 72/221 EAST

NOT FOR CONSTRUCTION



LOCATION MAP 1"=100'

PARCEL SUMMARY:
PARCEL D-9 (11404-10-04); FORMERLY 2.14 ACRES; NEW 1.14 ACRES.

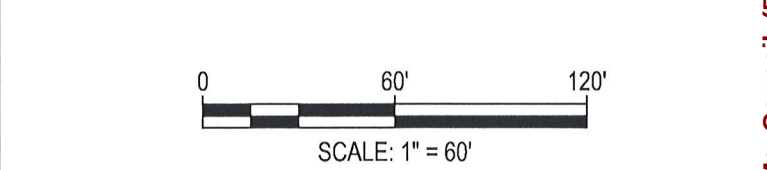
PARCEL D9.1 (TBD); FORMERLY N/A; NEW 1.00 ACRES WHICH CONSIST OF 1.00 ACRES FROM PARCEL D-9 (11404-10-04).

NOTES:

1. ACCORDING TO FEMA FIRM MAP PANEL NUMBER 45079C0092 H LAST REVISED FEBRUARY 20, 2002 AND REVISED BY LETTER OF MAP REVISION CASE NUMBER 11-04-0263P WITH EFFECTIVE DATE OCTOBER 1, 2012. THIS PROPERTY LIES TOTALLY OUTSIDE THE 100-YEAR FLOOD ZONE IN ZONE X.
2. THIS PROPERTY LIES TOTALLY WITHIN THE CITY LIMITS OF COLUMBIA.
3. ALL PROPERTY CORNERS ARE #5 REBAR SET UNLESS OTHERWISE NOTED.
4. DISTANCES SHOWN ARE BASED ON GROUND DISTANCES AND BEARINGS AS SHOWN ARE REFERENCED TO SC GRID NORTH (NAD 83/2011).

REFERENCE:

1. UNRECORDED PLAT RECORDED FOR SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH BY COX AND DINKINS, INC. DATE DECEMBER 2, 2008 AND LAST REVISED JULY 15, 2010.



**PARCEL D-9
SUBDIVISION PLAT**
FOR A PORTION OF TAX MAP NUMBER
R11404-10-04
PREPARED FOR
AVANT LAUNDRY BULL STREET, QOZB, LL
LOCATED IN
CITY OF COLUMBIA
RICHLAND COUNTY, SOUTH CAROLINA
BY

DAVIS & FLOYD

SINCE 1954

Packet Pg. 389

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

W. Poole 1/24/20
JEFFREY W. POOLE PLS NO. 18267 864-229-5211

**SOUTH CAROLINA
DAVIS & FLOYD, INC.
CERTIFICATE OF AUTHORIZATION
No. C00538**

SURVEYOR A. ANDERSON	CHECKED J. POOLE	JOB NO. 012901.00 PH.0022
DRAWN W. BALENTINE	APPROVED J. POOLE	DATE 08/21/2019
NO.	REVISED	CHK. DATE

LEGEND
● P.K. NAIL SET (UNLESS OTHERWISE NOTED)
○ EXISTING TREE
— OVERHEAD ELECTRICAL LINE

ORDINANCE NO.: 2020-015

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 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add a one (1) acre portion of the West Side of Barnwell Street known as Richland County TMS #11404-10-04(p)

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that 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 4, Landmarks, Sec. 17-691, Buildings and sites list (d) to add a one (1) acre portion of the West Side of Barnwell Street known as Richland County TMS #11404-10-04(p).

Requested by:

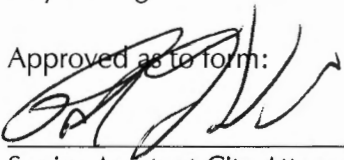
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ZONING MAP AND TEXT AMENDMENT for 1813 Main Street, TMS# 09082-01-01, 09082-01-02, 09082-01-03, 09082-01-04 and 09082-01-05, 09082-02-01, 09082-02-02 and 09082-02-03, 09082-03-01, 09082-03-02 and 09082-03-03, and 09082-04-01, 09082-04-02, 09082-04-03, 09082-04-04, 09082-04-05, 09082-04-06, 09082-04-07, 09082-04-08, 09082-04-09, 09082-04-10, 09082-04-11, 09082-04-12, 09082-04-13, 09082-04-14, 09082-04-15, 09082-04-16, 09082-04-17, 09082-04-18, 09082-04-19, 09082-04-20, 09082-04-21, 09082-04-22, 09082-04-23, 09082-04-24, 09082-04-25, 09082-04-26, 09082-04-27, 09082-04-28, 09082-04-29, 09082-04-30, 09082-04-31, 09082-04-32, 09082-04-33, 09082-04-34, 09082-04-35, 09082-04-36, 09082-04-37, 09082-04-38, 09082-04-39, 09082-04-40, 09082-04-41, 09082-04-42, 09082-04-43, 09082-04-44, 09082-04-45, 09082-04-46, 09082-04-47, 09082-04-48 and 09082-04-49**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2020-014 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 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 1813 Main Street, TMS# 09082-01-01, 09082-01-02, 09082-01-03, 09082-01-04 and 09082-01-05, 09082-02-01, 09082-02-02 and 09082-02-03, 09082-03-01, 09082-03-02 and 09082-03-03, and 09082-04-01, 09082-04-02, 09082-04-03, 09082-04-04, 09082-04-05, 09082-04-06, 09082-04-07, 09082-04-08, 09082-04-09, 09082-04-10, 09082-04-11, 09082-04-12, 09082-04-13, 09082-04-14, 09082-04-15, 09082-04-16, 09082-04-17, 09082-04-18, 09082-04-19, 09082-04-20, 09082-04-21, 09082-04-22, 09082-04-23, 09082-04-24, 09082-04-25, 09082-04-26, 09082-04-27, 09082-04-28, 09082-04-29, 09082-04-30, 09082-04-31, 09082-04-32, 09082-04-33, 09082-04-34, 09082-04-35, 09082-04-36, 09082-04-37, 09082-04-38, 09082-04-39, 09082-04-40, 09082-04-41, 09082-04-42, 09082-04-43, 09082-04-44, 09082-04-45, 09082-04-46, 09082-04-47, 09082-04-48 and 09082-04-49

Council District: 2
Proposal: Request to rezone the parcel from C-5, -DD to C-5, -DD, -DP and Amend Chapter 17 - Article V, Division 4 - §17-

691(d) to designate structure as a Group III Landmark
Applicant: William Kitchens, 1813 Main, LLC
Staff Recommendation: Approval
PC Recommendation: 02/03/2020; Approval (7-0)
D/DRC Recommendation: 02/13/2020; Approval (6-0)

First reading approval was given on May 19, 2020.

ATTACHMENTS:

- MA_TA_Main1813-MayCouncil (PDF)
- 2020-014 amend Sec. 17-691 Buildings and sites list (d) (add 1813 Main) (PDF)

HISTORY:

05/19/20

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

March 17, 2020 at 6:00 pm

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

Zoning Map and Text Amendment Case Summary

1813 Main Street, TMS# 09082-01-01 thru 09082-01-05, 09082-02-01 thru 09082-02-03, 09082-03-01 thru 09082-03-03, and 09082-04-01 thru 09082-04-49

Council District:	2
Proposal:	Request to rezone the parcel from C-5, -DD to C-5, -DD, -DP and Amend Chapter 17 – Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark
Applicant:	William Kitchens, 1813 Main, LLC
Staff Recommendation:	Approval
PC Recommendation:	02/03/2020; Approval (7-0)
D/DRC Recommendation:	02/13/2020; Approval (6-0)
ZPH, 1 st Reading: 5	/19/2020; Pending
2 nd Reading:	06/02/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Age of Structure: Built 1961
 Acreage: 0.49
 Current Use: Vacant office
 Proposed Use: Multifamily
 Land Use Classification: Central Business District (SD-3)
 Current Zoning: Central Business District (C-5), -Design/Development Area (-DD)
 Proposed Zoning: Central Business District (C-5), -Design/Development Area (-DD), -Design and Preservation Area (-DP)
 Landmark Status: Group III

HISTORICAL SIGNIFICANCE

The Klondike Building was developed in 1961 by Klondike Corporation and was designed by the prominent architectural firm Lafaye, Fair, and Lafaye. This mid-century building is located on the edge of downtown Columbia, just a short walk from the historic Main Street district. This building is part of the City's urban renewal effort downtown in the mid-1900s, whose goal was to bring newer and more modern buildings to the Columbia skyline, visibly moving the City into the modern era. The building was built to house three different

government affiliated entities: Bureau of Old-Age and Survivors Insurance (BOASI), US Bureau of Public Roads, and the Headquarters for US Army Quartermaster. These original tenants underscore the vital role government offices and entities have played in the development of buildings in Columbia.

The firm of Lafaye, Fair, and Lafaye Architects was formed in 1903 and had a formative hand shaping the skyline of Columbia and South Carolina as a whole, with numerous projects throughout the state. Many of their buildings are listed in the National Historic Register, including the Wade Hampton State Office Building (1940) in Columbia, the US Courthouse (1935) in Aiken, the People's National Bank Building (1909-10) in Rock Hill, the World War Memorial Building (1935) in Columbia, the Hartsville Community Center and Hartsville Community Market (1935-36), Tapp's Department Store (1940) in Columbia, and dozens of homes in the Forest Hills Historic District.

Within the last few decades, there was a more recent effort to update the building by covering the original white brick and black stone exterior façade with a cream colored stucco and punctuating it with multiple windows. The intent is to remove the stucco and re-establish the façade, bringing the building and its materials back to its original, streamlined, mid-century appearance.

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is currently designated Central Business District (SD-3) in the Future Land Use Map.

Columbia's Central Business District (CBD) is the core of the downtown area. It is a highly dense and walkable area with a multitude of uses, including hotels, restaurants, residential, office buildings, support services, entertainment amenities, and public facilities. While parts of the CBD have significant historical character to preserve, this is the area in the City most likely to see high-rise redevelopment and infill.

Primary Types:

- Small to Extra Large Business/Employment
- Multi-family High-rise
- Multi-family Medium to High-rise Mixed-use

Secondary Types:

- Multi-family Medium to Large
- Small to Large Flex
- Civic/Institutional
- Parking Structures

Tertiary Types:

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

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

The subject property is located within the study area the [City Center Master Plan](#) (1999), within Main Street/CBD (Exhibit 3.4). Recommendations of the plan specific to the block in which the subject property is located include the streetscaping of Main Street from Gervais to Elmwood, inclusive of new paving patterns, trees, improved crosswalks, pedestrian-friendly lighting, improved curb and gutter, and unified street furniture. In general the focus for the Main Street/CBD area includes the promotion and use of pedestrian infrastructure, transit, parking facilities, and retail, commercial, and office space.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Central Business District (C-5), -Design/Development Area (-DD). Surrounding parcels have base zoning by the City of Columbia of Central Business District (C-5).

The proposed City of Columbia zoning district is Central Business District (C-5), -Design/Development Area (-DD), -Design and Preservation Area (-DP).

Central Business District (C-5)

The C-5 district is intended to accommodate those uses which, taken together, form the central business district, characterized by retail core uses, intensive office employment, and complementary uses intended to serve persons who shop or work in the central business district. Certain related structures and uses required to serve the needs of the area are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the needs of this district. Since the central business district of the city serves a unique and special function, it is the intent of this article that the C-5 district classification be applied to one contiguous and continuous area, and that before additional areas contiguous to those already classified C-5 are considered for inclusion within the C-5 district, consideration should be given to the appropriateness of the C-4 central area commercial district as an alternate designation intended to create a less congested character than that of the C-5 district.

-Design and Preservation Area (-DP)

It is the intent of the -DP to protect and improve the quality of the environment of the city by the encouragement of identification, recognition, conservation, maintenance and enhancement of areas, sites, structures, fixtures and other features of the architectural, economic, social, cultural and political history of the city as well as its natural features; to encourage appropriate use of such features, areas, sites, structures and fixtures; and to restrain influences adverse to such purposes, and by so doing to promote the public welfare. To this end, the -DP designation, when appended to a basic district classification, is intended to coordinate the purposes and intent of this article with those regulations established by other provisions whose primary intent is to further the purposes set out in this section.

Following are the criteria for listing as a Group III Landmark:

Section 17-691(d) of the Columbia City Ordinance outlines the criteria for designation as a Group III Landmark.

"Group III consists of structures or sites which round out and extend the material-visual history of Columbia when added to Groups I and II; they evidence one or more of the following criteria for selection:

- (1) The site of events, homes of men, etc., that are interesting locally.*
- (2) Somewhat unusual characteristics in architectural design.*
- (3) Belonging to a family or "genera" of buildings recognized locally.*
- (4) A mediocre example of a style or type of building which is becoming, or in danger of becoming, extinct locally.*
- (5) Evidencing one or more of the criteria for Group II, but too decrepit or too destructively modified to constitute a prime historic document.*

If possible, these should be preserved by "adaptive use," although not necessarily on their original sites.

Generally, preservation of interiors is not of great importance and controlled remodeling of exteriors is in order."

Staff finds that 1813 Main Street meets items 1 and 3 of the criteria for Group III landmarks.

STAFF RECOMMENDATION

Staff recommends to City Council to rezone the parcel from C-5, -DD to C-5, -DD, -DP and Amend Chapter 17 – Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.



Future Land Use Map

Department of Planning & Development Services

1813 Main Street, TMS# 09082-01-01 thru 09082-01-05, 09082-02-01 thru 09082-03-01 thru 09082-03-03, and 09082-04-01 thru 09082-04-49;
Current FLU: SD-3

26.a

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



0 25 50 100 Feet

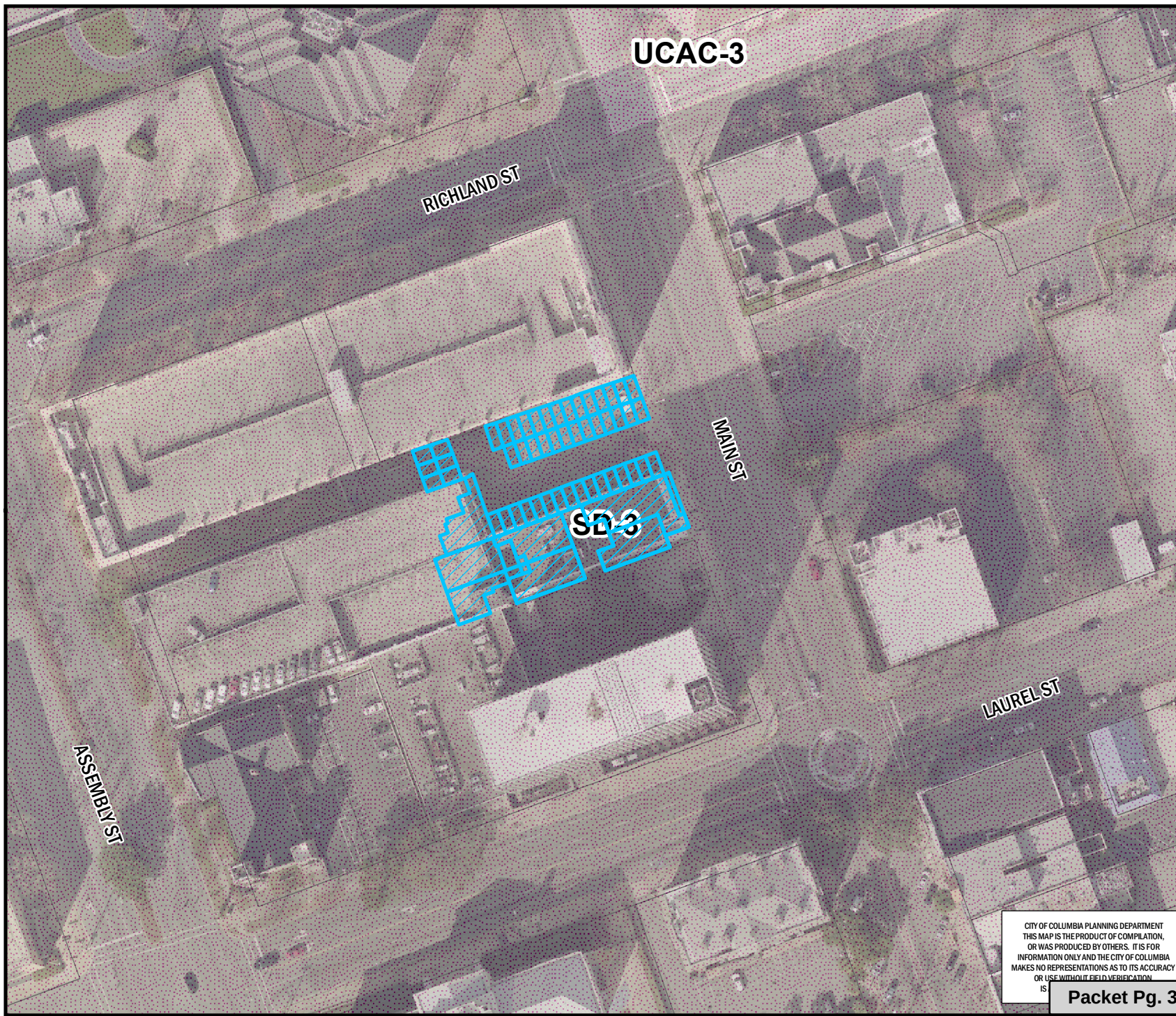
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
January 13, 2020



We Are Columbia



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

Packet Pg. 397

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: MA_TA_Main1813-MayCouncil (5816 : MA&TA - 1813 Main St TMS# 09082-01-01 to-05, -02-01

Zoning Map

Department of Planning & Development Services

1813 Main Street, TMS# 09082-01-01 thru 09082-01-05, 09082-02-01 thru 09082-03-01 thru 09082-03-03, and 09082-04-01 thru 09082-04-49
Current Zoning: C-5, -DD, Proposed Zoning: C-5, -DD, -DP

26.a

Legend

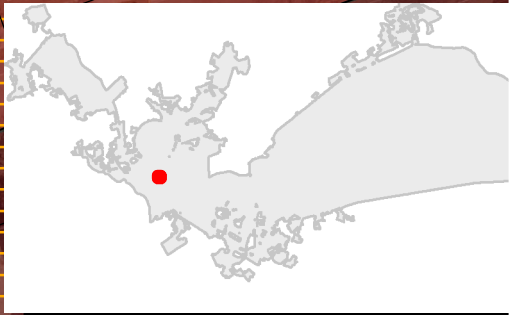
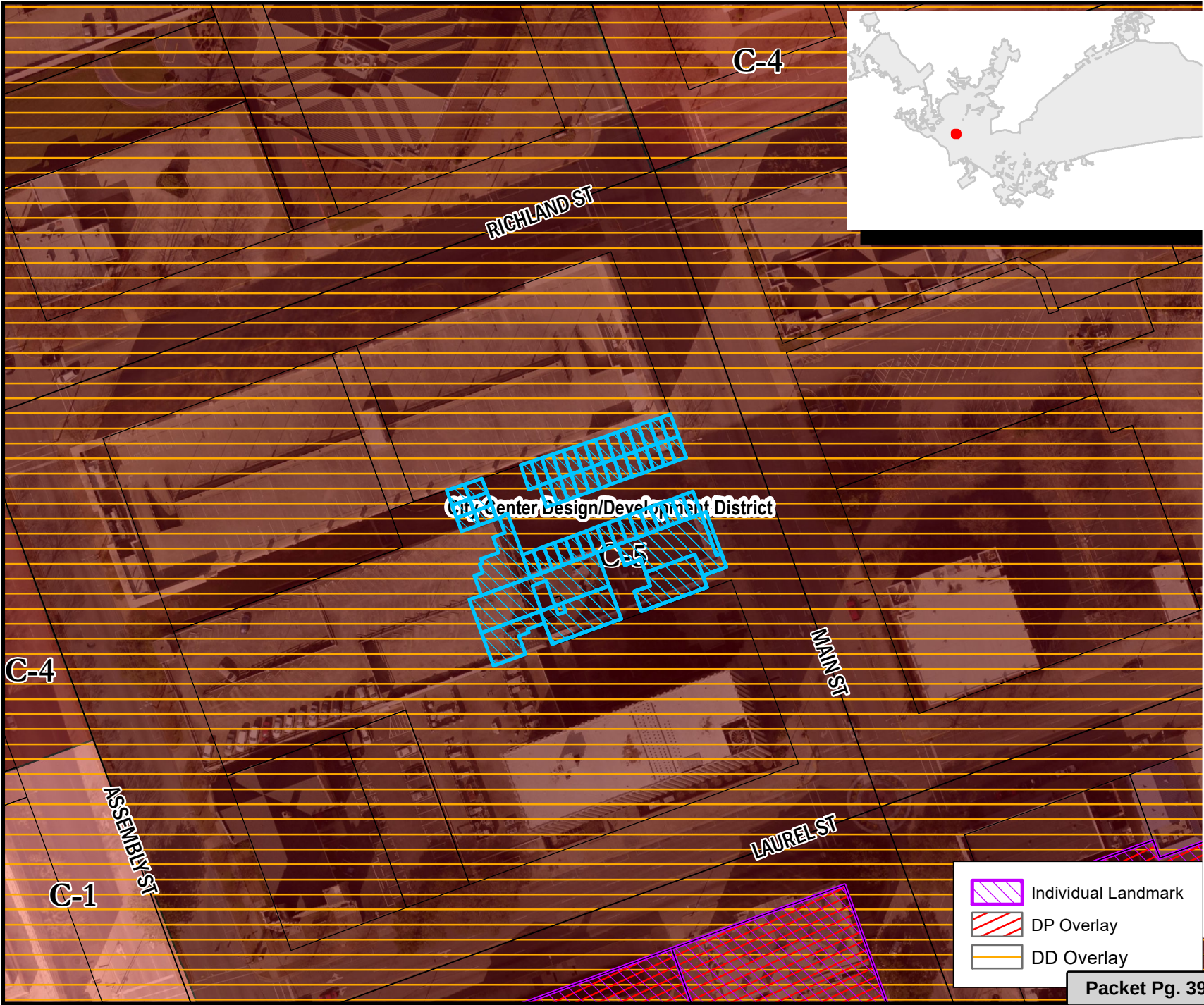
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
January 13, 2020

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Attachment: MA_TA_Main1813-MayCouncil (5816 : MA&TA - 1813 Main St TMS# 09082-01-01 to-05, -02-01

ORDINANCE NO.: 2020-014

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 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 1813 Main Street, TMS# 09082-01-01, 09082-01-02, 09082-01-03, 09082-01-04 and 09082-01-05, 09082-02-01, 09082-02-02 and 09082-02-03, 09082-03-01, 09082-03-02 and 09082-03-03, and 09082-04-01, 09082-04-02, 09082-04-03, 09082-04-04, 09082-04-05, 09082-04-06, 09082-04-07, 09082-04-08, 09082-04-09, 09082-04-10, 09082-04-11, 09082-04-12, 09082-04-13, 09082-04-14, 09082-04-15, 09082-04-16, 09082-04-17, 09082-04-18, 09082-04-19, 09082-04-20, 09082-04-21, 09082-04-22, 09082-04-23, 09082-04-24, 09082-04-25, 09082-04-26, 09082-04-27, 09082-04-28, 09082-04-29, 09082-04-30, 09082-04-31, 09082-04-32, 09082-04-33, 09082-04-34, 09082-04-35, 09082-04-36, 09082-04-37, 09082-04-38, 09082-04-39, 09082-04-40, 09082-04-41, 09082-04-42, 09082-04-43, 09082-04-44, 09082-04-45, 09082-04-46, 09082-04-47, 09082-04-48 and 09082-04-49

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that 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 4, Landmarks, Sec. 17-691, Buildings and sites list (d) to add 1813 Main Street, 09082-01-01, 09082-01-02, 09082-01-03, 09082-01-04 and 09082-01-05, 09082-02-01, 09082-02-02 and 09082-02-03, 09082-03-01, 09082-03-02 and 09082-03-03, and 09082-04-01, 09082-04-02, 09082-04-03, 09082-04-04, 09082-04-05, 09082-04-06, 09082-04-07, 09082-04-08, 09082-04-09, 09082-04-10, 09082-04-11, 09082-04-12, 09082-04-13, 09082-04-14, 09082-04-15, 09082-04-16, 09082-04-17, 09082-04-18, 09082-04-19, 09082-04-20, 09082-04-21, 09082-04-22, 09082-04-23, 09082-04-24, 09082-04-25, 09082-04-26, 09082-04-27, 09082-04-28, 09082-04-29, 09082-04-30, 09082-04-31, 09082-04-32, 09082-04-33, 09082-04-34, 09082-04-35, 09082-04-36, 09082-04-37, 09082-04-38, 09082-04-39, 09082-04-40, 09082-04-41, 09082-04-42, 09082-04-43, 09082-04-44, 09082-04-45, 09082-04-46, 09082-04-47, 09082-04-48 and 09082-04-49.

Requested by:

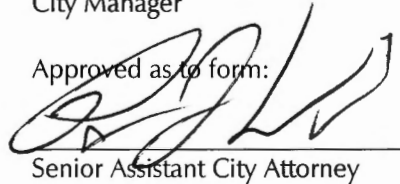
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING TEXT AMENDMENT to Amend §17-322-5p Five Points Overlay District

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2020-013 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 9, Supplementary District Regulations, Sec. 17-322--5p five points overlay district

Proposal: Amend City of Columbia's Code of Ordinances §17-322 to eliminate parking requirements for uses occupying 4,000 sq. ft. or less with the exception of SIC 5813, Drinking Establishments in the Five Points Overlay District.

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 01/06/2020; Approval (7-0)

Pertinent Section: Chapter 17, Article III, Division 9, Amend §17-322- -5p Five Points

Commercial Corridor Redevelopment Plan - First reading approval was given on May 19, 2020.

ATTACHMENTS:

- TA-2019-FivePoints-MayCouncil (PDF)
- 2020-013 amend Sedc 17-322 --5p five points overlay district (PDF)

HISTORY:

05/19/20

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

May 19, 2020 at 6:00PM

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

Zoning Text Amendment Case Summary Amend §17-322- -5p Five Points Overlay District

Proposal:	Amend City of Columbia's Code of Ordinances §17-322 to eliminate parking requirements for uses occupying 4,000 sq. ft. or less with the exception of SIC 5813, Drinking Establishments in the Five Points Overlay District.
Pertinent Section:	Chapter 17, Article III, Division 9, Amend §17-322- -5p Five Points Overlay District
Applicant:	Krista Hampton, Director of Planning and Development Services
Staff Recommendation:	Approval
PC Recommendation:	01/06/2020; Approval (7-0)
ZPH, 1 st Reading:	05/19/2020; Pending
2 nd Reading:	06/02/2020; Pending

PROPOSED ZONING TEXT SUMMARY

City Council has adopted a Corridor Revitalization Plan for the Five Points area and one component is to address parking both from the provision through public lots and the requirements of the zoning ordinance for private business. The goal is to reduce the burden on the district that is presented through dense, historic development patterns that provide little opportunity for on-site parking. The proposed solution is to eliminate parking requirements for uses occupying 4,000 square feet or less, which is the average size of these spaces. The exception to this exclusion is the use of Drinking Establishments, SIC 5813, which will not be subject to this amendment.

STAFF RECOMMENDATION

Staff recommends to City Council approval of the changes to the Official Zoning Code.

TEXT AMENDMENT TO EXTEND EXEMPTION TO USES OCCUPYING 4,000 SQ. FT. or less.

Sec. 17-322. - 5p five points overlay district.

- (a) *Applicability/establishment.* The 5P overlay district shall be established as a district which overlays the general use zoning districts. The extent and boundaries of the 5P districts are indicated on the official zoning map for the City of Columbia.
- (b) *Conditional uses.* Structured parking is allowed as-of-right, provided that 50 percent of the first floor of each street frontage notwithstanding space encumbered by required ingress and egress is occupied by permitted and accessory uses.
- (c) *Supplemental district regulations.*
 - (1) *Building height:*
 - a. Lower Five Points:
 - 1. Maximum building height is 50 feet.
 - 2. No portion of a building shall be higher than 35 feet when that building or portion thereof is within 30 feet of a residential zoning district.
 - b. Upper Five Points:
 - 1. The maximum building height is 50 feet within 200 feet of any residential zoning district, at the time of adoption of this ordinance.
 - 2. The maximum building height beyond 200 feet of a residential zoning district shall be 75 feet, provided that the portion of the building above 50 feet is set back one foot from the front lot line for each additional 2.5 feet in height.
 - 3. No portion of a building shall be higher than 35 feet when that building or portion thereof is within 30 feet of a residential zoning district.
 - (2) *Off-street parking requirements:* Parking requirements listed in section 17-258, Table of Permitted Uses, shall be reduced by 20 percent for all uses within the 5P district.
 - ~~(3)~~ (a) Reduction for existing conditions: Where a property does not have the area available to provide off-street parking spaces because of existing conditions that were lawful at the time of establishment (e.g. an existing building covers the entire parcel), those non-residential uses listed upon Table 1 of section 17-258 with the exception of vehicle-related uses (SIC 55 and 75) with an off-street parking requirement equivalent to three and one-half parking spaces for each 1,000 square feet of gross floor area or less shall only be required to provide as many off-street parking spaces as may physically fit upon the property.
 - (b) Excluding SIC 5813, Drinking Establishments, uses occupying 4,000 square feet or less shall not be required to provide off-street parking.
 - ~~(34)~~ *Signage size allowance:* Total allowable square footage of signage for a building may be increased by 25 percent if internally illuminated signage is not used for any sign for any business located within that building.

ORDINANCE NO.: 2020-013

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 9, Supplementary District Regulations, Sec. 17-322 --5p five points overlay district

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 9, Supplementary District Regulations, Sec. 17-322 --5p five points overlay district (3) is amended as follows:

Sec. 17-322. --5p five points overlay district.

(a) *Applicability/establishment.* The 5P overlay district shall be established as a district which overlays the general use zoning districts. The extent and boundaries of the 5P districts are indicated on the official zoning map for the City of Columbia.

(b) *Conditional uses.* Structured parking is allowed as-of-right, provided that 50 percent of the first floor of each street frontage notwithstanding space encumbered by required ingress and egress is occupied by permitted and accessory uses.

(c) *Supplemental district regulations.*

(1) *Building height:*

a. Lower Five Points:

1. Maximum building height is 50 feet.

2. No portion of a building shall be higher than 35 feet when that building or portion thereof is within 30 feet of a residential zoning district.

b. Upper Five Points:

1. The maximum building height is 50 feet within 200 feet of any residential zoning district, at the time of adoption of this ordinance.

2. The maximum building height beyond 200 feet of a residential zoning district shall be 75 feet, provided that the portion of the building above 50 feet is set back one foot from the front lot line for each additional 2.5 feet in height.

3. No portion of a building shall be higher than 35 feet when that building or portion thereof is within 30 feet of a residential zoning district.

(2) *Off-street parking requirements:* Parking requirements listed in section 17-258, Table of Permitted Uses, shall be reduced by 20 percent for all uses within the 5P district.

(3) *a. Reduction for existing conditions:* Where a property does not have the area available to provide off-street parking spaces because of existing conditions that were lawful at the time of establishment (e.g. an existing building covers the entire parcel), those non-residential uses listed upon Table 1 of section 17-258 with the exception of vehicle-related uses (SIC 55 and 75) with an off-street parking requirement equivalent to three and one-half parking spaces for each 1,000 square feet of gross floor area or less shall only be required to provide as many off-street parking spaces as may physically fit upon the property.

b. Excluding SIC 5813, Drinking Establishments, uses occupying 4,000 square feet or less shall not be required to provide off-street parking.

(34) *Signage size allowance:* Total allowable square footage of signage for a building may be increased by 25 percent if internally illuminated signage is not used for any sign for any business located within that building.

Requested by:

Assistant City Manager Gentry

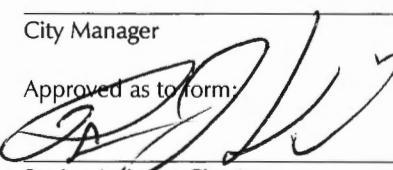
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

Last revised: 2/11/2020
20004586

Attachment: 2020-013 amend Sedc 17-322 --5p five points overlay district (5817 : TA - Amend §17-322- 5p Five Points Overlay District)



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **AMENDMENTS TO UNIFIED DEVELOPMENT
ORDINANCE to Update Text and Revised Effective Date of
Ordinance**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

**Ordinance No.: 2020-022 Amending the effective date of Ordinance No.: 2019-013
repealing and replacing Chapter 17, Planning, Land Development and Zoning of the 1998
Code of Ordinances of the City of Columbia, South Carolina**

Proposal:	Amendments to the new Chapter 17 of the Columbia Code of Ordinances entitled "Unified Development Ordinance" adopted August 20, 2019, updating text and revising the effective date of Ordinance to November 1, 2020.
Applicant:	Rachel Bailey, Zoning Administrator
Staff Recommendation:	Approval
PC Recommendation:	02/03/2020; Approval (7-0)
Pertinent Sections:	Chapter 17 of the Columbia Code of Ordinances

First reading approval was given on May 19, 2020.

ATTACHMENTS:

- TA-UDO_MayCouncil (PDF)
- 2020-022 amend 2019-013 repeal of Chapter 17 effective date (PDF)

HISTORY:

05/19/20

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

May 19, 2020 at 5:15pm

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

AMENDMENTS TO UNIFIED DEVELOPMENT ORDINANCE Update Text and Revised Effective Date of Ordinance

Proposal:	Amendments to the new Chapter 17 of the Columbia Code of Ordinances entitled “Unified Development Ordinance” adopted August 20, 2019, updating text and revising the effective date of Ordinance to November 1, 2020.
Pertinent Sections:	Chapter 17 of the Columbia Code of Ordinances
Applicant:	Rachel Bailey, Zoning Administrator
Staff Recommendation:	Approval
PC Recommendation:	02/03/2020; Approval (7-0)
ZPH, 1 st Reading:	05/19/2020; Pending
2 nd Reading:	06/02/2020; Pending

DETAIL

The Unified Development Ordinance was adopted by City Council on August 20, 2019. An effective date of May 1, 2020 was set at that time to provide time for staff to redraw the zoning maps and update documents and files to correspond with the new Ordinance. Staff is proposing amendments the adopted text to correct scrivener’s errors, to clarify and streamline sections, and to include changes requested by City Council. Changes requested by Council include revising the Community Character demolition review criteria and Eating and Drinking establishment requirements. As staff embarked upon the work of applying the districts through a zoning map, it was clear that the names of the mixed-use districts were cumbersome, so they have been shortened. In addition, the two Neighborhood activity districts were so similar that it was determined that they should be merged as had been the case with the Community and Regional districts. Regulations governing townhomes have been included in the mixed-residential districts and modified for clarity in the MU districts. Changes to the single-family residential districts are fairly minor, but include increasing lot coverage to be in line with how most lots develop and adjusting required lot size to more closely mirror existing zoning districts and conditions. The amendments to the RM districts better reflect the current RG districts with additional flexibility to facilitate infill development. Finally, guidance has been included for how the boundaries of the zoning districts should be interpreted, redundant language in the Special Exception criteria has been removed, accessory use regulations were clarified to indicate they are conditional, and the definition for density has been amended to remove the automatic reduction of ten percent. The effective date of the code will be revised to November 1, 2020 to provide adequate time to complete the zoning maps, to hold public meetings for citizen input, and to update permitting software and documents.

A copy of the adopted code in its entirety can be found at www.welantogether.org.

STAFF RECOMMENDATION

Staff recommends to City Council to approve the request.

CITY OF COLUMBIA
UNIFIED DEVELOPMENT ORDINANCE
REVISIONS TO CODE
ADOPTED AUGUST 20, 2019

ACCESSORY USES AND STRUCTURES

Article 4: Use Regulations**Sec. 17-4.3. Accessory Uses and Structures****(a) General****Sec. 17-4.3 Accessory Uses and Structures****(a) General****(1) Purpose and Intent**

The purpose of this section is to authorize the establishment and continuation of accessory uses and structures, which are land uses and structures that are incidental and customarily subordinate to principal uses. This section is intended to allow a broad range of accessory uses and structures, so long as they comply with the standards set forth in this section to reduce potentially adverse impacts on surrounding lands.

(2) Organization of this Section

The table in Sec. 17-4.3(b), Accessory Use/Structure Table, identifies the zoning districts in which specific accessory uses and structures are allowed. Sec. 17-4.3(c), General Standards for All Accessory Uses and Structures, sets out general standards applicable to all accessory uses and structures. Sec. 17-4.3(d), Standards for Specific Accessory Uses and Structures, sets out any special standards applicable to particular accessory uses and structures.

(b) Accessory Use/Structure Table**(1) Organization of Accessory Uses and Structures**

The Accessory Use/Structure Table in this subsection lists accessory uses and structures alphabetically.

(2) Abbreviations in Use Table Cells**a. Permitted Uses and Structures**

A “C” in a cell of the accessory use/structure table indicates that the use or structure is allowed as an accessory use or structure in the corresponding base zoning district on the condition that it complies with the use-specific standards referenced in the final column of the table. Permitted accessory uses and structures are subject to all other applicable regulations of this Ordinance, including but not limited to those set forth in Article 3: Zoning Districts, Article 5: Development Standards, and Article 6: Land Development (Subdivision) Standards. References refer to Sec. 17-4.3(d), Standards for Specific Accessory Uses and Structures. These standards shall apply to a particular use or structure regardless of the base zoning district where it is proposed, unless otherwise specified.

b. Special Exception Uses and Structures

An “S” in a cell of the accessory use/structure table indicates that the use or structure is allowed in the corresponding base zoning district as an accessory use or structure only upon approval of a Special Exception Permit in accordance with Sec. 17-2.5(e), Special Exception Permit, and any use-specific standards referenced in the final column of the table. Accessory uses and structures subject to a Special Exception Permit are subject to all other

applicable regulations of this Ordinance, including, but not limited to, those set forth in Article 3: Zoning Districts, Article 5: Development Standards, and Article 6: Land Development (Subdivision) Standards.

c. Prohibited Uses and Structures

A blank cell in an accessory use/structure table indicates that the use or structure is prohibited in the corresponding zoning district.

~~(3) Standards for Specific Accessory Uses and Structures~~

~~When a particular use or structure is permitted as an accessory use or structure in a zoning district, there may be additional regulations that are applicable to a specific use. The existence of these use-specific standards is noted through a section reference in the last column of the use table titled "Standards for Specific Accessory Uses and Structures." References refer to Sec. 17-4.3(d), Standards for Specific Accessory Uses and Structures. These standards shall apply to a particular use or structure regardless of the base zoning district where it is proposed, unless otherwise specified.~~

(4) Unlisted Uses

The Zoning Administrator shall evaluate potential accessory uses or structures that are not identified in Sec. 17-4.3(b), Accessory Use/Structure Table, on a case-by-case basis, as an Interpretation (see Sec. 17-2.5(w), Interpretation – Zoning). In making the interpretation, the Zoning Administrator shall consider the following:

- a. Accessory uses identified in Sec. 17-9.3(a), Principal Use Classification System;
- b. The definition of "accessory use" (see Sec. 17-9.4, Definitions), and the general accessory use standards established in Sec. 17-4.3(c), General Standards for All Accessory Uses and Structures;
- c. The additional regulations for specific accessory uses established in Sec. 17-4.3(d), Standards for Specific Accessory Uses and Structures;
- d. The purpose and intent of the zoning district in which the accessory use or structure is located (see Article 3: Zoning Districts);
- e. Any potential adverse impacts the accessory use or structure may have on other lands in the area, compared with other accessory uses permitted in the zoning district; and
- f. The compatibility of the accessory use or structure, including the structure in which it is housed, with other principal and accessory uses permitted in the zoning district.

Article 4: Use Regulations**Sec. 17-4.3. Accessory Uses and Structures****(c) General Standards for All Accessory Uses and Structures****(5) Accessory Use/Structure Table for Base Zoning Districts**

TABLE 17-4.3(B)(5): ACCESSORY USE/STRUCTURE TABLE FOR BASE ZONING DISTRICTS																											
P = PERMITTED BY RIGHT								S = ALLOWED AS SPECIAL EXCEPTION								BLANK CELL = PROHIBITED											
Accessory Use/Structure	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus				Industrial Districts			Use-Specific Standards			
	T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-L	MU-M	NAC	COR-N	CAC	RAC	OI	AC-D	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U		LI	HI	EC
Accessory dwelling unit	C	C	C	C	C	C	C	C	C	C	C																Sec. 17-4.3(d)(1)
Automated teller machine (ATM)		C								C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Sec. 17-4.3(d)(2)
Community garden	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Sec. 17-4.3(d)(3)
Drive-through facility											S				S	C		C				C	C	C	C	C	Sec. 17-4.3(d)(4)
Family child care home (as accessory to a single-family dwelling)			C	C	C	C	C	C	C	C																	Sec. 17-4.3(d)(5)
Home occupation	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C	C	C	C					C	Sec. 17-4.3(d)(6)
Outdoor display of merchandise (as accessory to a retail sales use or wholesale sales)								C	C	C	C	C	C	C	C	C	C	C	C			C		C	C	C	Sec. 17-4.3(d)(7)
Outdoor seating (as accessory to an eating and drinking establishment use)											C	C	C	C	C	C	C	C	C	C	C			C	C	C	Sec. 17-4.3(d)(8)
Solar energy conversion system (small-scale)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Sec. 17-4.3(d)(9)
Storage, outdoor	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Sec. 17-4.3(d)(10)
Swimming pool	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Sec. 17-4.3(d)(11)

(c) General Standards for All Accessory Uses and Structures

All accessory uses and accessory structures shall:

- (1) Directly serve the principal use or structure;
- (2) Be customarily accessory and clearly incidental and subordinate to the principal use and structure;
- (3) Be subordinate in area, extent, and purpose to the principal use or structure;
- (4) Be owned or operated by the same person as the principal use or structure;
- (5) Be located on the same lot as the principal use or structure;

Article 4: Use Regulations**Sec. 17-4.3. Accessory Uses and Structures****(d) Standards for Specific Accessory Uses and Structures**

- (6) Together with the principal use or structure, not violate any standards of this Ordinance;
- (7) Not be erected closer than three feet to any side or rear property line;
- (8) Not be erected within five feet of any main building unless proposed structure open on all sides;
- (9) Not be erected within a required front yard;
- (10) Not be constructed or established prior to the time the principal use or structure is constructed or established; and
- (11) Not constitute a combination use, which is the combination of two principal uses (combination uses will not meet the above standards in terms of being subordinate or providing service to the principal use).

(d) Standards for Specific Accessory Uses and Structures

The standards set forth in this subsection for a specific accessory use or structure shall apply to the particular individual accessory use or structure, regardless of the zoning district in which it is located or the review procedure by which it is approved, unless otherwise specified in this Ordinance. This subsection is intended to set forth and consolidate the standards for all accessory uses or structures for which a reference to this subsection is provided in the “Standards for Specific Accessory Uses and Structures” column of the accessory use/structure table in Sec. 17-4.3(b), Accessory Use/Structure Table. These standards may be modified by other applicable standards or requirements in this Ordinance.

(1) Accessory Dwelling Unit

An accessory dwelling unit is allowed only as accessory to, and on the same lot as, a single-family detached dwelling unit, subject to the following standards:

- a. There shall be no more than one accessory dwelling unit on a lot.
- b. Either the principal dwelling unit or the accessory dwelling unit must be the permanent, full-time residence of the owner of the lot.
- c. An accessory dwelling unit may be within or attached to the principal structure (e.g., a downstairs or upstairs apartment), or exist within or as a detached structure (e.g., an apartment above a detached garage or a guesthouse).
 - 1. If attached, the accessory dwelling unit must be attached to the principal structure and have an operative interconnecting door with the principal structure.
 - 2. If detached:
 - (i) A distance of at least ten feet shall separate the accessory dwelling unit from the principal structure; and
 - (ii) The accessory dwelling unit must be located in the same base zoning district as the principal structure.

CITY OF COLUMBIA
UNIFIED DEVELOPMENT ORDINANCE
REVISIONS TO CODE
ADOPTED AUGUST 20, 2019

ACTIVITY CENTER/CORRIDOR DISTRICTS

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(e) NAC: Neighborhood Activity Center/Corridor District****(e) NAC: Neighborhood Activity Center/Corridor District****(1) Purpose**

The purpose of the Neighborhood Activity Center/Corridor (NAC) District is to provide lands that accommodate moderate-density, walkable, neighborhood-scale mixed-use development with neighborhood-serving commercial development within the City's urban neighborhoods. The district is intended to be applied to portions of a city block, consisting of storefronts with limited on-site parking.

Uses are intended to be neighborhood-serving and capture some through-traffic, though auto-oriented uses and design are discouraged. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, personal services uses, and community service uses.

**(2) Use Standards**

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

(3) Intensity and Dimensional Standards

Standard	Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	5,000
1 Lot Width, min. (ft.)	75	N/A
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	N/A	
2 Front Yard Setback (ft.)	Min.	5 [1]
	Max.	15 [1]
3 Side Yard Setback, min. (ft.)	N/A	
4 Rear Yard Setback, min. (ft.)	15	
5 Building Height, max. (ft.)	50	

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

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for buildings on the same block face, if more than 50 percent of the lots on the block face have buildings.

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(f) COR-N: Neighborhood Activity Corridor District****(f) COR-N: Neighborhood Activity Corridor District****(1) Purpose**

The purpose of the Neighborhood Activity Corridor (COR-N) District is to provide lands that accommodate moderate-density mixed-use development along collector street corridors within a one-mile drive or 15-minute walk of the City's urban neighborhoods.

Allowed uses include live/work and multi-family dwellings, mixed-use, personal-services uses, community-service uses, and eating and drinking establishments.

**(2) Use Standards**

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

(3) Intensity and Dimensional Standards

Standard	Multi family and Mixed Use	All Other Uses
Lot Area, min. (sf.)	10,000	5,000
1 Lot Width, min. (ft.)	N/A	N/A
Lot Coverage, max. (% of site area)	N/A	N/A
Density, max. (du/acre)	N/A	N/A
2 Front Yard Setback (ft.)	Min.	{1}
	Max.	
3 Side Yard Setback, min. (ft.)	N/A	N/A
4 Rear Yard Setback, min. (ft.)	15	
5 Building Height, max. (ft.)	50 {2}	

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

{1} The minimum and maximum front yard setback shall be within 90 percent and 110 percent of the average front yard setback for buildings on the same block face. If less than 50 percent of the lots on the block face have buildings, the minimum front yard setback shall be 5 feet and the maximum setback shall be 15 feet.

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(f) CAC: Community Activity Center/Corridor District****(f) CAC: Community Activity Center/Corridor District****(1) Purpose**

The purpose of the Community Activity Center/Corridor (CAC) District is to provide lands that accommodate moderate-density, walkable, and medium-scale mixed-use development, and commercial development that serves multiple neighborhoods. Some auto-oriented uses are allowed, but the design and location of those uses must be compatible with and support pedestrian-oriented development. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, recreation/entertainment, cultural facilities, restaurants, and drinking establishments.

**(2) Use Standards**

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

(3) Intensity and Dimensional Standards

Standard	Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	5,000
1 Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	N/A	
2 Front Yard Setback, (ft.)	Min. 5 [1] Max. 15 [1]	
3 Side Yard Setback, min. (ft.)	5	
4 Rear Yard Setback, min. (ft.)	20	
5 Building Height, max. (ft.)	75	

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

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for properties on the same block face, if more than 50 percent of the lots on the block face have buildings.

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(g) RAC: Regional Activity Center/Corridor District****(g) RAC: Regional Activity Center/Corridor District****(1) Purpose**

The purpose of the Regional Activity Center/Corridor (RAC) District is to provide lands that accommodate high- density, walkable, mixed-use development that serves the region. The district is primarily intended for commercial and mixed-use development, but high-intensity residential development is also appropriate.

Allowed uses include live/work and multi-family dwellings, mixed-use, offices, retail sales uses, commercial services, visitor accommodation, and vehicle sales and service uses.

**(2) Use Standards**

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

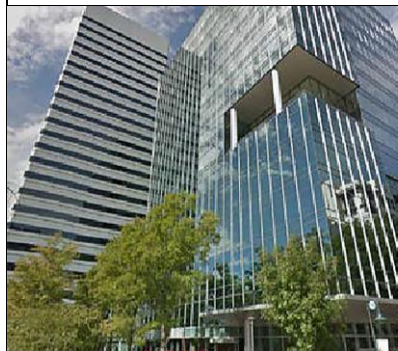
(3) Intensity and Dimensional Standards

Standard	Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	5,000
1 Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	N/A	
2 Front Yard Setback, min. (ft.)	5	
3 Side Yard Setback, min. (ft.)	5	
4 Rear Yard Setback, min. (ft.)	15	
5 Building Height, max. (ft.)	100	
Notes: ft. = feet sf. = square feet du. = dwelling unit		

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(i) DAC: Downtown Activity Center District****(i) DAC: Downtown Activity Center District****(1) Purpose**

The purpose of the Downtown Activity Center (DAC) District is to provide lands that support Downtown Columbia as a unique regional center of culture and commerce. Principal types of development include high-density residential, civic, government, commercial, employment, and mixed-uses in a pedestrian-oriented context. The district is intended to facilitate the creation of a convenient, attractive and harmonious context of buildings and streets, pedestrian ways, parks, and open spaces.

Allowed uses include multi-family dwellings, mixed-use, offices, retail sales, communication, education, and health care uses, commercial services, visitor accommodation, eating and drinking establishments, and recreation/entertainment uses.

**(2) Use Standards**

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

(3) Intensity and Dimensional Standards

Standard		All Uses
Lot Area, min. (sf.)		N/A
Lot Width, min. (ft.)		N/A
Lot Coverage, max. (% of site area)		N/A
Density, max. (du/acre)		N/A
Front Yard Setback, (ft.)	Min.	N/A
	Max.	[1]
Side Yard Setback, min. (ft.)		N/A
Rear Yard Setback, min. (ft.)		N/A
Building Height, max. (ft.)		N/A

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

[1] The maximum front yard setback is the average front yard setback for buildings on the same block face and on the adjacent block faces fronting the same street. If the average front yard setback cannot be established, the maximum front yard setback is ten feet.

CITY OF COLUMBIA
UNIFIED DEVELOPMENT ORDINANCE
REVISIONS TO CODE
ADOPTED AUGUST 20, 2019

DENSITY DEFINITION

Sec. 17-9.2 Rules of Measurement

(a) Measurement

Intensity and dimensional standards shall be measured in accordance with this subsection.

(1) Lot Area

Lot area shall be determined by measuring the total horizontal land area (in acres or square feet) within the lot lines of the lot, excluding public street rights-of-way and private street easements. For purposes of determining density or lot coverage, any part of the net lot area dedicated as recreation area, park, greenway, or other public open space in conjunction with or part of development approval in accordance with this Ordinance shall continue to be considered part of the lot area of the development site.

(2) Lot Coverage

Lot coverage (expressed as a percentage of lot area) shall be determined by measuring the total horizontal land area (in acres or square feet) covered by all structures on the lot, dividing that coverage area by the lot area, and multiplying the result by 100.

(3) Lot Width

- a. Lot width means the distance between straight lines connecting front and rear lot lines at each side of the lot, measured across the rear of the required front yard.
- b. The width between side lot lines where they intersect with the street line shall not be less than 80 percent of the minimum lot width, and in the case of lots fronting on a cul-de-sac, the width between side lot lines at their foremost points shall not be less than 20 feet.

(4) Lot Depth

Lot depth shall be determined by measuring the distance from the center of the street frontage to the opposite property line.

(5) Density (Dwelling Units per Acre)

- a. Density (expressed as dwelling units per acre) shall be determined by dividing the total number of dwelling units located or proposed on a lot by the lot area. If lot area is measured in square feet, that result shall be multiplied by 43,560. For purposes of determining maximum net density, an accessory dwelling unit shall not count as a dwelling unit.
- ~~b. Prior to calculating density the applicant shall deduct 10 percent of the buildable land for right of way dedication and all unbuildable land.~~
- c. Maximum density standards apply only to development comprised of dwelling uses (e.g., household living uses). For a mixed-use development containing dwelling units and nonresidential principal uses, net density shall

Article 9: Definitions and Rules of Measurement

Sec. 17-9.2. Rules of Measurement

(a) Measurement

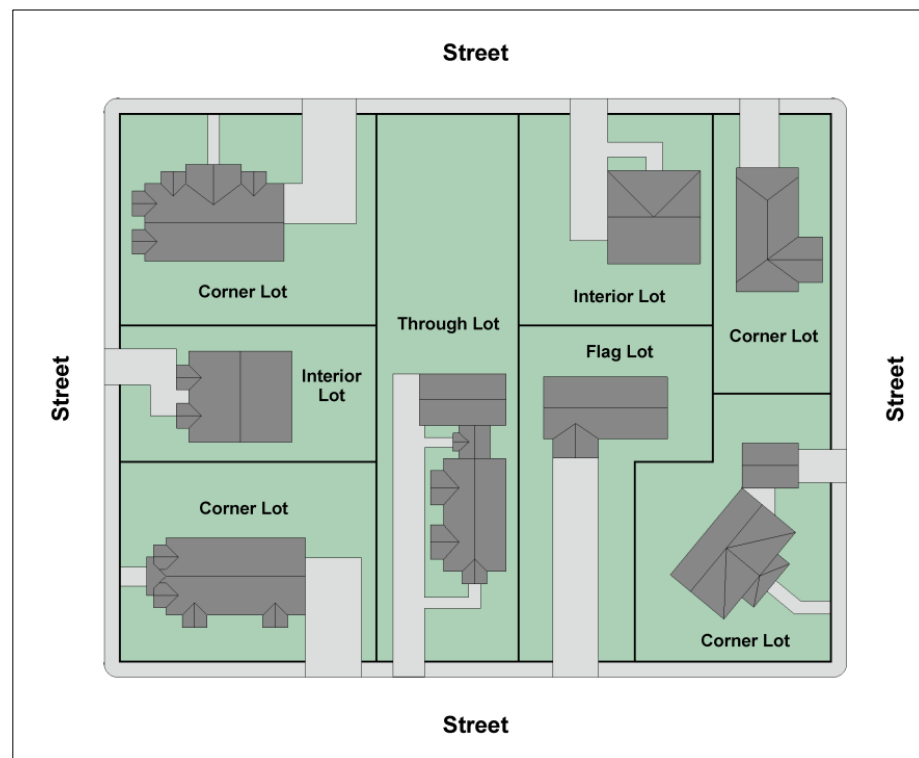
be determined by dividing the total number of dwelling units located or proposed on the lot by that portion of the net lot area allocated to the dwelling uses (and not allocated to nonresidential or non-dwelling uses).

(6) Setbacks

a. General

1. The area defined by a minimum setback is a required front, side, or rear yard (as appropriate). Allowable encroachments into required yards shall be ignored when measuring setbacks (see Sec. 17-9.2(b)(4), Allowable Encroachments into Required Yards).
2. The front of an interior lot shall be construed to be the portion nearest the street. For the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets shall be considered frontage, and yards shall be provided upon that basis, taking into account any allowed reduction in accordance with Sec. 17-9.2(b)(2), Reduction of Minimum Setback Requirements to Block Face Average. Interior lots, corner lots, and through lots (see Figure 17-9.2(b)(6)b: Examples of Lot Types) are defined in Sec. 17-9.4, Definitions.

Figure 17-9.2(b)(6)b: Examples of Lot Types



CITY OF COLUMBIA
UNIFIED DEVELOPMENT ORDINANCE
REVISIONS TO CODE
ADOPTED AUGUST 20, 2019

EATING/DRINKING ESTABLISHMENTS

Article 4: Use Regulations**Sec. 17-4.2. Principal Uses****(c) Standards for Specific Principal Uses**

- (e) Except as otherwise authorized in this subsection, all property stored on the site shall be enclosed entirely within enclosed buildings.
- (f) Hours of public access to a self-service storage facility abutting a residential zoning district or residential use shall be restricted to the hours between 6:00 A.M. and 10:00 P.M.

c. Eating and Drinking Establishment Uses**1. Eating Establishment Only**

An eating establishment that does not serve alcohol on the premises shall comply with the following standards:

(i) Size

In the **NAC** District, establishments under 5,000 square feet are allowed as a permitted use, and establishments in excess of 5,000 square feet may be allowed as a special exception.

(ii) Outdoor Seating/Activity Areas

(a) Outdoor seating/activity areas shall comply with Sec. 17-4.3(d)(8), Outdoor Seating/Activity Area (as accessory to an eating and drinking establishment use), and Sec. 17-5.6(c), Neighborhood Compatibility Standards.

~~(b) Outdoor seating/activity areas where outdoor entertainment is provided shall not be located within 250 feet of the RSF-1, RSF-2, RSF-3, RD, or RD-MV district.~~

2. Eating and Drinking Establishment, Type 1

A Type 1 eating and drinking establishment shall comply with the following standards:

(i) Location

If alcohol is sold on the premises, the establishment shall be located at least the minimum distance established in state law from any place of worship, school, or playground.

(ii) Size

In the **NAC** District, establishments under 5,000 square feet are allowed as a permitted use, and establishments in excess of 5,000 square feet may be allowed as a special exception.

(iii) Outdoor Seating/Activity Areas

(a) Outdoor seating/activity areas shall comply with Sec. 17-4.3(d)(8), Outdoor Seating/Activity Area (as accessory to an eating and drinking establishment use), and Sec. 17-5.6(c), Neighborhood Compatibility Standards.

~~(b) Outdoor seating/activity areas where outdoor entertainment is provided shall not be located within 250 feet of the RSF-1, RSF-2, RSF-3, RD, or RD-MV district.~~

(iv) Hours of Operation

The establishment shall operate no later than 12:00 AM.

(v) On-site Brewing

A Type 1 eating and drinking establishment that produces ales, beers, meads, and similar beverages for sale on the premises shall comply with the following standards.

- (a) The establishment shall produce no more than 15,000 barrels or 475,000 gallons per year of ales, beers, meads, and similar beverages.
- (b) The minimum area of the eating, drinking, and entertainment area of the establishment shall be 45 percent of the total square footage of the establishment, or 1,500 square feet, whichever is greater.
- (c) Outdoor storage is prohibited. This prohibition includes the use of portable storage units, cargo containers, and tractor trailers.
- (d) Access and loading areas facing any street, adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials, other supplies, and finished products into and out of the building.
- (e) Crushing and fermentation operations shall be managed in such a way that byproducts are contained and disposed of in a way that does not result in spill-over impacts on adjacent property, public spaces, or public rights-of-way.

3. Eating and Drinking Establishment, Type 2

A Type 2 eating and drinking establishment shall comply with the following standards:

(i) Location

If alcohol is sold on the premises, the establishment shall be located at least the minimum distance established in state law from any place of worship, school, or playground.

(ii) Outdoor Seating/Activity Areas

- (a) Outdoor seating/activity areas shall comply with Sec. 17-4.3(d)(8), Outdoor Seating/Activity Area (as accessory to an eating and drinking establishment use).

Article 4: Use Regulations

Sec. 17-4.2. Principal Uses

(c) Standards for Specific Principal Uses

~~(b) Outdoor seating/activity areas shall not be located within 250 feet, or, if outdoor entertainment is provided, within 400 feet, of the RSF-1, RSF-2, RSF-3, RD, or RD-MV district.~~

(iii) Special Exception

If a Type 2 eating and drinking establishment is proposed to be located in a new building or in an existing building that has not been used as a Type 2 eating and drinking establishment within the previous 12 consecutive months, or if an expansion of an existing Type 2 eating and drinking establishment is proposed, the Type 2 eating and drinking establishment shall only be permitted as a special exception in accordance with Sec. 17-2.5(e), Special Exception Permit. In addition to the requirements for the special exception, the applicant shall provide the following information and the Board shall make it a part of the conditions of approval of the special exception permit:

- (a) Days and hours of operation
- (b) Staffing schedule
- (c) Menu and hours of food service
- (d) Parking for customers and employees
- (e) Type of entertainment and duration
- (f) Seating Plan, drawn to scale that demonstrates proposed occupancy and seating layout.

(iv) Administrative Review for Existing Business at Time of Adoption

Any Type 2 eating and drinking establishment that was in operation prior to ___[insert the effective date of this Ordinance] is permitted to continue operation as originally permitted until such time there is a change of ownership that requires zoning compliance review of the business license for the same use. Upon application for the change of ownership for the same use, the applicant shall provide the information required in part 3 (iii) of this section to the Zoning Administrator prior to any business license approvals.

(v) On-site Brewing

A Type 2 eating and drinking establishment that produces ales, beers, meads, and similar beverages for sale on the premises shall comply with the following standards.

- (a) The establishment shall produce no more than 15,000 barrels or 475,000 gallons per year of ales, beers, meads, and similar beverages.
- (b) The minimum area of the eating, drinking, and entertainment area of the establishment shall be 45 percent of the total

CITY OF COLUMBIA
UNIFIED DEVELOPMENT ORDINANCE
REVISIONS TO CODE
ADOPTED AUGUST 20, 2019

INTERPRETATION OF DISTRICT BOUNDARIES

Sec. 17-1.7

(d) Zoning District Boundaries

- (1) The Zoning Administrator is authorized to determine the location of zoning district boundaries as shown on the Official Zoning Map in accordance with Sec. 17-2.5(w), Interpretation – Zoning. Appeals from the Zoning Administrator’s determinations may be made to the Board of Zoning Appeals (see Sec. 17-2.5(u), Appeal – Zoning).
- (2) When determining the location of zoning district boundaries as shown on the Official Zoning Map, the Zoning Administrator shall use the following general rules of interpretation:
 - a. District boundaries indicated as approximately following the centerlines of streets, highways, alleys, or other public access ways shall be construed to follow those centerlines.
 - b. District boundaries indicated as approximately following property lines shall be construed as following those property lines. If a subsequent minor adjustment (such as from a court ordered settlement of a boundary dispute or overlap) results in a property line moving ten feet or less, the zoning district boundary shall be interpreted as moving with the property line.
 - c. District boundaries indicated as approximately following City limits shall be construed as following City limits.
 - d. District boundaries indicated as following railroad lines shall be construed to be midway between the main tracks.
 - e. District boundaries indicated as following centerlines of rivers, streams, or other watercourses shall be construed to follow those centerlines.
 - f. District boundaries indicated as approximately parallel to or extensions of features identified in subsections a through e above shall be construed to be parallel to or extensions of such features.
 - g. Insofar as some or all of the various districts may be indicated on the zoning map by patterns that, for the sake of map clarity, do not cover public rights-of-way, it is intended that such district boundaries do extend to the center of the rights-of-way.
- (3) If the specific location of a depicted boundary cannot be determined from notations on the Official Zoning Map or in accordance with subsection (2) above, it shall be determined by using the map’s scale to determine the boundary’s distance from other features shown on the map.
- (4) Where the actual locations of existing physical or natural features vary from those shown on the Official Zoning Map, or in other circumstances not covered by this subsection, the Zoning Administrator shall have the authority to interpret the district boundaries in accordance with Sec. 17-2.5(w), Interpretation – Zoning.

CITY OF COLUMBIA
UNIFIED DEVELOPMENT ORDINANCE
REVISIONS TO CODE
ADOPTED AUGUST 20, 2019

MIXED USE TOWNHOUSE

Attachment: TA-UDO_MayCouncil (5818 : TA - UDO Update Text & Revised Effective Date of Ordinance)

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(c) MU-1: Mixed-Use District****(c) MU-1: Mixed-Use District ~~MU-L: Mixed-Use - Low Density District~~****(1) Purpose**

The purpose of the Mixed-Use (MU-1) District is to provide lands that accommodate low-density, walkable, mixed-use development in a gridded street pattern with varied lot sizes.

Allowed uses include single-family, two-family, townhouse, and multi-family dwellings, as well as neighborhood-serving, small-scale mixed-use retail, office, personal services, and institutional development.

**(2) Use Standards**

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

(3) Intensity and Dimensional Standards

Standard		Townhouse	Single-Family and Two-Family	Multi-Family and Mixed Use	All Other Uses
Lot Area, min. (sf.)		8,000[1]/1,500 [2]	5,000	10,000	5,000
1	Lot Width, min. (ft.)	75[1]/18[2]	50	75	50
2	Lot Depth, min. (ft.)	[3]			
Lot Coverage, max. (% of site area)		50	N/A		
Density, max. (du/acre)		N/A			
3	Front Yard Setback. (ft.)	Min.	15	0	
		Max.	20		
4	Side Yard Setback, min. (ft.)	[4]	5		
5	Rear Yard Setback, min. (ft.)	10			
6	Building Height, max. (ft.)	40			

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

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

[2] Applies to individual lots under individual units.

[3] Lot depth for residential uses shall be a minimum of 60 feet.

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

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(d) MU-2: Mixed-Use District****(d) MU-2: Mixed-Use District ~~MU-M: Mixed-Use - Medium Density District~~****(1) Purpose**

The purpose of the Mixed-Use (MU-2) District is to provide lands that accommodate medium-density, walkable mixed-use development in a gridded street pattern.

Allowed uses include single-family, two-family, townhouse, and multi-family development, as well as a moderate range of neighborhood-serving mixed-use, retail, office, and personal services development.

**(2) Use Standards**

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

(3) Intensity and Dimensional Standards

Standard		Townhouse	Single-Family and Two Family	Multi-Family and Mixed Use	All Other Uses
Lot Area, min. (sf.)		8,000[1]/1,500[2]	5,000	10,000	5,000
1	Lot Width, min. (ft.)	75[1]/18[2]	50	75	50
2	Lot Depth, min. (ft.)	50			N/A
Lot Coverage, max. (% of site area)		N/A			
Density, max. (du/acre)		N/A			
3	Front Yard Setback (ft.)	Min.	15	0	
		Max.	15		
4	Side Yard Setback, min. (ft.)	[3]	5		
5	Rear Yard Setback, min. (ft.)	10			
6	Building Height, max. (ft.)	60			

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

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

[2] Applies to individual lots under individual units.

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

CITY OF COLUMBIA
UNIFIED DEVELOPMENT ORDINANCE
REVISIONS TO CODE
ADOPTED AUGUST 20, 2019

COMMUNITY CHARACTER OVERLAY

Sec. 17-3.7

(I) OV-CCP: Community Character Protection Overlay District

(1) Purpose

- a. The Community Character Protection Overlay (OV-CCP) District is intended to minimize the possibility that construction activity within a residential community would drastically negatively affect the existing character of that community.
- b. The OV-CCP designation and the associated measures for community character protection are not intended to be utilized as a stand-alone zoning district classification, but as a set of regulations which are overlaid and supplemental to the regulations of the existing zoning district.

(2) Applicability

- a. Unless exempt in accordance with subsection c below, new construction on or subdivision of land within the OV-CCP District that is located within a Residential base zoning district or residentially used shall comply with the standards in this Section.
- b. For the purpose of this Section, "new construction" includes the placement of a structure moved from another site.
- c. The following are exempt from this Section:
 1. Subdivision of a parcel five acres or larger;
 2. Subdivision within a PD District (see Sec. 17-3.6, Planned Development Districts); and
 3. Lots of record existing upon the 1999 Richland County Tax Maps.

(3) Modifications of Otherwise Applicable Development Standards

a. Side Yard Setbacks

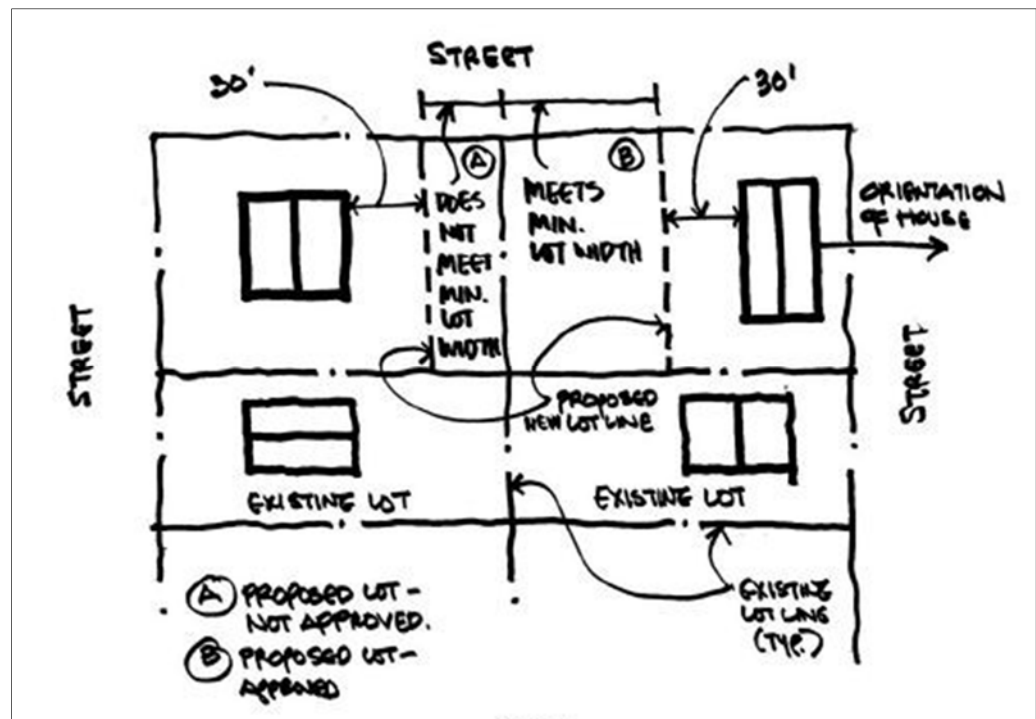
1. The side yard setbacks for new construction on a residential lot shall be the mean side yard setback for all improved residential lots located on the same block face, except that:
 - (i) Side yard setbacks shall not reduce the width of a building pad upon a newly subdivided residential lot to a width of less than 30 feet; and
 - (ii) Side yard setbacks upon a newly subdivided residential lot shall not be less than five feet.
2. For the purpose of this Sec. 17-3.7(I)(3)a, "newly subdivided residential lot" means any residential lot created by a plat of subdivision filed and recorded after *[insert the effective date of this Ordinance]* upon which no more than a single-family or two-family dwelling can be constructed.

b. Subdivisions of Improved Corner Lots

The following shall apply to an application to subdivide a new residential lot from an improved corner lot:

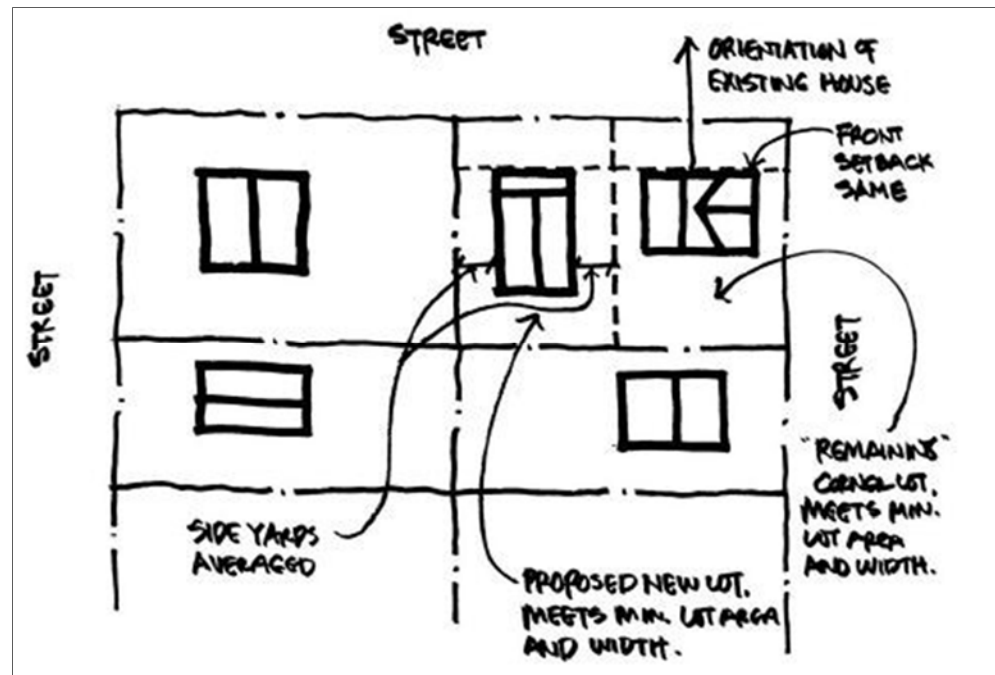
1. If the application for subdivision seeks to orient a structure perpendicular to the existing structure located upon the "remaining" corner lot, no new lot line shall be closer to the existing structure than 30 feet. Covered or enclosed landings, porches, or patios incidental to the structure having less than 75 square feet gross floor area may encroach into this thirty-foot setback (see Figure 17.3.7(l)(3)b.1: Minimum Lot Line Distance for Perpendicular Structure).

Figure 17.3.7(l)(3)b.1: Minimum Lot Line Distance for Perpendicular Structure



2. If the application for subdivision seeks to orient a structure in the substantially same orientation as the existing structure located upon the "remaining" corner lot, the front yard setback of the new lot shall be the same as the same street setback of the existing structure upon the "remaining" corner lot (see Figure 17.3.7(l)(3)b.3: Front and Side Yard Setbacks).
3. Side yard setbacks shall be established pursuant to Sec. 17-3.7(l)(3)a above (see Figure 17.3.7(l)(3)b.3: Front and Side Yard Setbacks).

Figure 17.3.7(l)(3)b.3: Front and Side Yard Setbacks

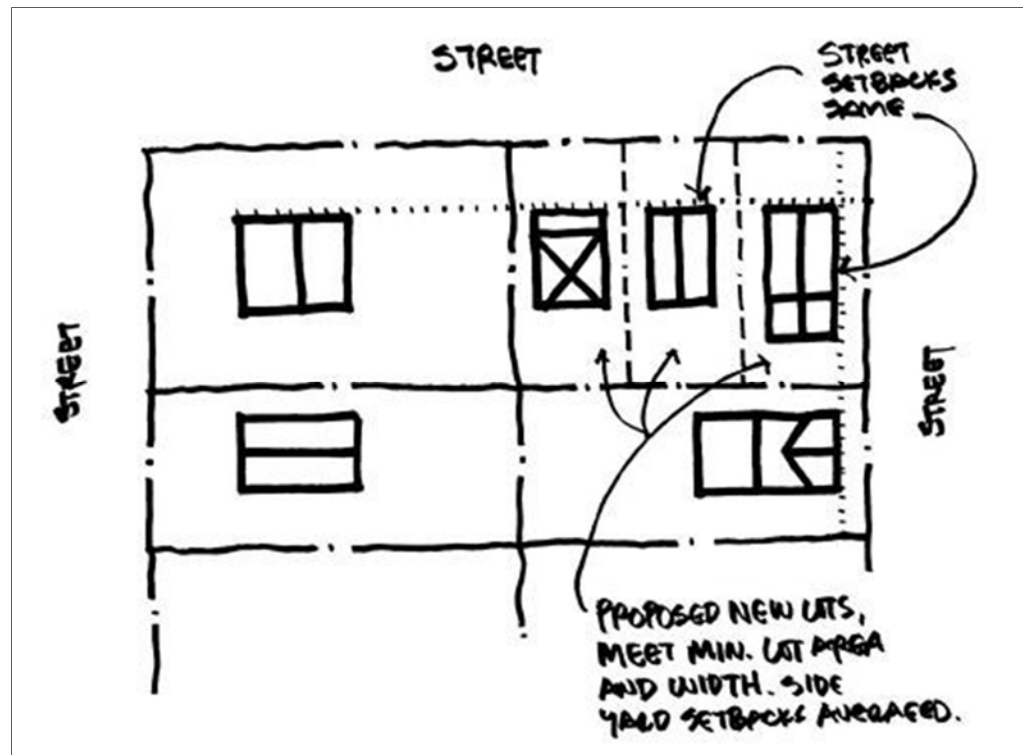


c. Subdivisions of Vacant Corner Lots

The following shall apply to an application to subdivide a new residential lot from a vacant corner lot (see Figure 17.3.7(l)(3): Setbacks on Vacant Corner Lot Subdivision):

1. The subdivision shall be platted so the structure built upon the "remaining" corner lot has setbacks from both street lot lines that align with the existing setbacks of existing structures in each direction.
2. The setback from the street lot line for any new "interior" lot shall align with the existing setback of an existing adjacent structure. If no adjacent structure exists to establish the setback, or if the setback of an existing structure is atypical for the area, the setback from the street lot line shall be determined by the average of all similarly oriented setbacks along the same block face.
3. Side yard setbacks shall be established pursuant to Sec. 17-3.7(l)(3)a above.

Figure 17.3.7(l)(3)c: Setbacks on Vacant Corner Lot Subdivision



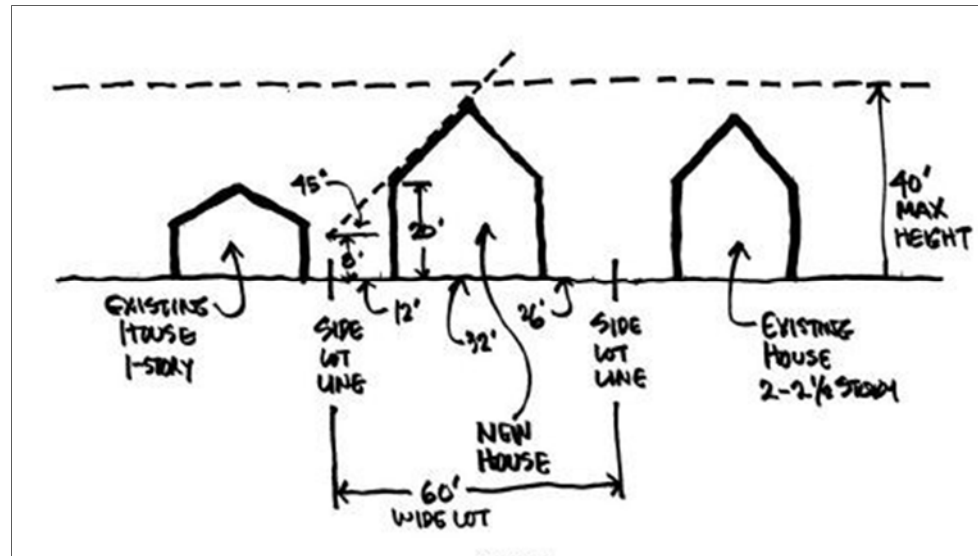
d. Subdivisions of Corner Lots Generally

The Zoning Administrator may require a different orientation or setback than that required by this Section if a different orientation or setback would further the intent of this Section, or where such orientation would preserve a grand and/or significant tree. The applicant for subdivision may appeal this determination in accordance with Sec. 17-2.5(u), Appeal – Zoning.

e. Height

New construction on a residential lot which is contiguous to a lot upon which a structure 1½ stories high or less exists shall be no higher than a line drawn at a 45-degree angle from a point eight feet above the common lot line or than the maximum allowance within the underlying zoning district, whichever is less. These provisions shall not apply to chimneys and other unoccupied appurtenances attached to the structure (see Figure 17.3.7(l)(3)e: Maximum Height).

Figure 17.3.7(l)(3)e: Maximum Height



(4) Limits to Demolition

a. General

1. The City shall not issue a demolition or relocation permit for any structure 50 years old or more within any geographic area to which this overlay applies without prior review and approval by the design development review commission (DDRC).
2. The following demolitions and relocations are exempt from this section:
 - (i) Structures deemed noncontributing by City staff as determined by criteria in c.2(i) below.
 - (ii) Partial demolitions where City staff determines that the portion of the structure to be demolished does not contribute to the design integrity of the structure.
 - (iii) The structure poses an immediate threat to the public safety as determined by the Building Official.
3. The age of the structure shall be established by the records maintained by the Richland County Assessor's Office. If the age of the structure cannot be established by the records maintained by the Assessor's Office, the applicant for a demolition or relocation permit shall present other documentation to the city to establish the age of the structure.

b. Public Notice Requirement

1. The property upon which the structure is located shall be posted with notice of the application to demolish or relocate at least 15 days prior to the consideration by the DDRC.

c. Review by DDRC

1. The DDRC shall approve a request for demolition or relocation only if it finds one or more of the following:

- (i) The physical integrity of the structure is compromised to such a degree that it is no longer salvageable and/or represents a hazardous or unsafe condition.
 - (ii) The structure does not contribute to the historical architectural character of the district.
 - (iii) The structure or property cannot be put to any reasonable economic beneficial use for which it is or may otherwise be adapted without approval of demolition.
2. For applications to demolish or relocate a structure, the DDRC shall apply the following criteria for review:
- (i) Determination of the architectural significance and whether it contributes to the character of the district. The Commission shall consider the structure in relation to the street and the district as a whole. The architectural significance is defined by being fifty (50) years or older and meeting at least one of the following criteria:
 - (a) Individually listed in the or has been determined eligible for listing in the National Register of Historic Places.
 - (b) Contributes to a Historic District listed in the National Register of Historic Places.
 - (c) A building which exemplifies an architectural style or type characterized by innovation, rarity, uniqueness, or overall quality of design, detail, materials, or craftsmanship.
 - (d) An excellent example of a style or type of building which is rare within Columbia or its historic context.
 - (e) The significant work of an architect or builder of local, regional, or national importance.
 - (ii) The existing structural condition as assessed by a licensed engineer or architect with experience in historic rehabilitation projects.
 - (iii) A determination of the building use and economic viability. The applicant shall submit information, prepared by qualified professionals, sufficient to demonstrate the following:
 - (a) The current use does not generate a reasonable economic return;
 - (b) The appropriate and reasonable alternate uses in the building could not generate a future reasonable economic return; and
 - (c) That alterations or additional to the existing building could not make the current or future use generate a reasonable economic return.

CITY OF COLUMBIA
UNIFIED DEVELOPMENT ORDINANCE
REVISIONS TO CODE
ADOPTED AUGUST 20, 2019

USE TABLE CORRECTIONS

Article 4: Use Regulations
 Sec. 17-4.2. Principal Uses
 (b) Principal Use Table

(4) Principal Use Table for Base Zoning Districts

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																												
P = PERMITTED BY RIGHT								C = ALLOWED CONDITIONAL				S = ALLOWED AS SPECIAL EXCEPTION								BLANK CELL = PROHIBITED								
Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards			
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	COR-1	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U		LI	HI	EC
RESIDENTIAL USES																												
Household Living Uses	Cottage neighborhood development				P	P	P	P	P	P	P	P																Sec. 17-4.2(c)(1)a.1
	Dwelling, live-work								C	C	C	C	C	C	C	C	C	C	C									Sec. 17-4.2(c)(1)a.2
	Dwelling, mixed-use										P	P	P	P	P	P	S	P	S	P						P		
	Dwelling, multifamily								P	P	P	P	P	P	P	P	S	P	S	P						P		
	Dwelling, single-family detached	P	P	P	P	P	P	P	P	P	P	P					P		S									
	Dwelling, townhouse								P	P	P	P	P				S	P		P						P		
	Dwelling, two-family				P	P	P	P	P	P	P	P					P		S	P								
	Mobile home park																											
Group Living Uses	Continuing care retirement community (CCRC)										S	S			C	C		C	C								Sec. 17-4.2(c)(1)b.1	
	Dormitory, private																	C/S		C/S		C/S					Sec. 17-4.2(c)(1)b.2	
	Dormitory, public														P	P	S	P		P	S	P						

Article 4: Use Regulations
 Sec. 17-4.2. Principal Uses
 (b) Principal Use Table

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																												
P = PERMITTED BY RIGHT								C = ALLOWED CONDITIONAL				S = ALLOWED AS SPECIAL EXCEPTION								BLANK CELL = PROHIBITED								
Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards			
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	COR-N	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U		LI	HI	EC
	Fraternity or sorority house										S	S			S			S		S		S						
	Residential care facility										S	S	S	S	S	S	S	S	S	S								Sec. 17-4.2(c)(1)b.3
	Rooming house or boardinghouse											S			S		S	S				S						Sec. 17-4.2(c)(1)b.4
PUBLIC, CIVIC, AND INSTITUTIONAL USES																												
Communication Uses	Broadcasting studio														P	P		P	P	P		P			P	P		
	Newspaper or periodical publishing establishment														P	P		P	P	P		P			P	P	P	
	Wireless communication facility[1]																											Sec. 17-4.2(c)(2)a.1
Community Service Uses	Community recreation center			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	S	P		P				P		
	Correctional facility																								S	S		
	Cultural facility		S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P	P			S		P	
	Day care facility		S	S	S	S	S	S	C	C	C	C	C	C	C	C	C	C	C	C	C	C					P	Sec. 17-4.2(c)(2)a.1
	Government office										P	P	P	P	P	P	P	P	P	P	P	P		P	P		P	
	Library			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				P		P	
	Membership organization facility												P	P	P	P	P	P	P	P	S	P			P		P	
	Place of worship		S	S	S	S	S	S	S	S	C	S	C	C	C	C	C	C	C	C	C	C			C		C	Sec. 17-4.2(c)(2)b.2
	Public safety facility		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Social services facility										P	P	P	P	P	P	P	P	P	P	P				P		P	
Zoo																						P						

Article 4: Use Regulations
 Sec. 17-4.2. Principal Uses
 (b) Principal Use Table

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																												
P = PERMITTED BY RIGHT									C = ALLOWED CONDITIONAL						S = ALLOWED AS SPECIAL EXCEPTION						BLANK CELL = PROHIBITED							
Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards			
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	COR-N	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U		LI	HI	EC
Education Uses	College or university														P	P	P	P	P	P	P	P	P				P	
	Elementary, middle, or high school		S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P		P				P	
	School, business or trade											S	P	P	P	P	P	P	P	P	P	P			P		P	
Health Care Uses	Hospital											P	P	P	P	P	P	P	P	P	P	P						
	Laboratory, medical or dental										P	P	P	P	P	P	P	P	P	P	P	P			P		P	
	Medical or dental clinic/office									P	P	P	P	P	P	P	P	P	P	P	P	P			P		P	
	Nursing care facility									P	S	P	P	P	P	P	P	P	P	P	P	P						
Parks and Open Space	Arboretum or botanical garden		S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P	P	P		P		
	Cemetery		S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P		P				P			
	Park or greenway	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Sec. 17-4.2(c)(2)c
Transportation Uses	Airport																							P	P	P		
	Park and ride										P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Parking lot										C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Sec. 17-4.2(c)(2)d.1
	Parking structure										S	C	C	C	C	S	C	S	C	C	C	C	C	C	C	C	C	Sec. 17-4.2(c)(2)d.2
	Passenger terminal, surface transportation											S	P	P	P	S	P	P	P	P	P	P	P	P	P	P	P	
	Railroad facility												S	S		S		P						P		P		
Utility Uses	Solar energy conversion system (large scale)		C																	C	C	C	C	C	C			Sec. 17-4.2(c)(2)e.1
	Utility facility, major		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	S	
	Utility facility, minor		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	

Article 4: Use Regulations
 Sec. 17-4.2. Principal Uses
 (b) Principal Use Table

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																												
P = PERMITTED BY RIGHT									C = ALLOWED CONDITIONAL					S = ALLOWED AS SPECIAL EXCEPTION					BLANK CELL = PROHIBITED									
Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards			
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	COR-N	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U		LI	HI	EC
COMMERCIAL USES																												
Animal Care Uses	Animal shelter														S			S							P	P		
	Kennel														C	C	C	C	C	C					C	C	C	Sec. 17-4.2(c)(3)a.1
	Veterinary hospital or clinic											C	C	C	C	C	C	C	C	C					C	C	C	Sec. 17-4.2(c)(3)a.2
Commercial Services Uses	Equipment rental														C			P	C		C				P	P		Sec. 17-4.2(c)(3)b.1
	Laboratory, testing or research														P		P	P	P		P				P	P	P	
	Lawn, tree, or pest control services																	P			P				P	P		
	Linen or uniform supply														P			P			P				P	P		
	Self-service storage														C	C		C	C	C					C	C		Sec. 17-4.2(c)(3)b.2
	Sign fabricating establishment																				P				P	P		
Eating and Drinking Establishment Uses	Eating establishment only									C	C	C	C	C	C	C	C	C	C	C	C	C			C		C	Sec. 17-4.2(c)(3)c.1
	Eating and drinking establishment, Type 1									C	C	C	C	C	C	C	C	C	C	C	C	C			C		C	Sec. 17-4.2(c)(3)c.2
	Eating and drinking establishment, Type 2									S	S	S	S	S	S	S	S	S	S	S	S	S			S		S	Sec. 17-4.2(c)(3)c.3
Funeral and Mortuary Services Uses	Crematory																								P	P		
	Funeral home or mortuary										P	P	P	P	P	P	P	P	P									

Article 4: Use Regulations

Sec. 17-4.2. Principal Uses

(b) Principal Use Table

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																												
P = PERMITTED BY RIGHT								C = ALLOWED CONDITIONAL				S = ALLOWED AS SPECIAL EXCEPTION								BLANK CELL = PROHIBITED								
Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards			
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	COR-N	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U		LI	HI	EC
Office Uses	Business/Professional office										P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
	Contractor's office														P	P	P	P	P	P					P	P	P	
Personal Services Uses	Bank, retail										P	P	P	P	P	P	P	P	P									
	Beauty salon or barbershop										P	P	P	P	P	P	P	P	P		P					P		
	Body piercing or tattoo establishment											C	C	C	C	C			C	C					C			Sec. 17-4.2(c)(3)d.1
	Dry cleaning pick-up								C	C	C	C	C	C	C	C		C	C	C	S	C			C	C	C	Sec. 17-4.2(c)(3)d.2
	Laundry, coin-operated										P	P	P	P	P	P		P	P	P		P			P	P		
	Nail salon										P	P	P	P	P	P		P	P	P		P					P	
	Non-depository personal credit institution															C		C	C	C					C	C		Sec. 17-4.2(c)(3)d.3
	Repair of personal goods											P	P	P	P	P		P	P	P		P			P		P	
Recreation/ Entertainment Uses	Amusement park															P			P						P			
	Arena, stadium, or outdoor theater															P		P	P	P	P	P			P			
	Banquet hall												P	P	P	P		P	P	P		P					P	
	Performing arts center												P	P	P	P	S	P	P	P	P	P	P					
	Recreation facility, indoor, not elsewhere listed											P	P	P	P	P		P	P	P		S	P				S	
	Recreation facility, outdoor, not elsewhere listed										P	P	S	S	P	P		P	P	P		S	P				S	
	Sexually-oriented business																								S	S		

Article 4: Use Regulations
 Sec. 17-4.2. Principal Uses
 (b) Principal Use Table

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																												
P = PERMITTED BY RIGHT								C = ALLOWED CONDITIONAL				S = ALLOWED AS SPECIAL EXCEPTION								BLANK CELL = PROHIBITED								
Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards			
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	COR-1	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U		LI	HI	EC
Retail Sales Uses	Building supplies and equipment store													C/S		P			S	S					P			Sec. 17-4.2(c)(3)e.1
	Consumer goods store										P	P	C/S	C/S	P	P		C	P	C	P	P	P		P		P	Sec. 17-4.2(c)(3)e.1
	Convenience store													S	S	S		S	S	S		S			S		S	Sec. 17-4.2(c)(3)e.1; Sec. 17-4.2(c)(3)e.2
	Farmers' market	P	P								P	P	C/S	C/S	P	P	P	C	P	C	P	P	P	P	P		P	Sec. 17-4.2(c)(3)e.1
	Fuel sales (bulk)																		S						P	P		Sec. 17-4.2(c)(3)e.1
	Grocery store or food market								S	S	P	P	C	C	P	P		P	C	P		P				P		Sec. 17-4.2(c)(3)e.1
	Liquor store													S	S	S		S	S	S					S			Sec. 17-4.2(c)(3)e.1
	Pawn shop													S	S	S	S		S	S								Sec. 17-4.2(c)(3)e.1
Vehicle Sales and Services Uses	Commercial fuel depot																						P	P	P			
	Commercial vehicle repair and maintenance																			P			P	P	P			
	Commercial vehicle sales and rentals																		C					C			Sec. 17-4.2(c)(3)f.1	
	Gasoline sales and service station												C	C	C	C		C	C	C				C	C		Sec. 17-4.2(c)(3)f.2	
	Personal vehicle repair and maintenance														C	C		S	C					C	C		Sec. 17-4.2(c)(3)f.3	

Article 4: Use Regulations
 Sec. 17-4.2. Principal Uses
 (b) Principal Use Table

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																												
P = PERMITTED BY RIGHT									C = ALLOWED CONDITIONAL					S = ALLOWED AS SPECIAL EXCEPTION					BLANK CELL = PROHIBITED									
Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards			
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	CDR-N	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U		LI	HI	EC
	Personal vehicle sales and rentals															C		C	C	C					C			Sec. 17-4.2(c)(3)f.1
	Vehicle equipment supplies sales and rentals													P	P	P	P		P	P	P					P		
	Vehicle paint and finishing shop																									P	P	
	Vehicle towing and wrecker service																									C	C	Sec. 17-4.2(c)(3)f.5
Visitor Accommodations Uses	Bed and breakfast										C	C	C	C			C	C	C	C								Sec. 17-4.2(c)(3)g.1
	Campground	S	S																									
	Hotel or motel															P	P	P	P	P	P						P	
AGRICULTURAL USES																												
Agriculture and Forestry Uses	Agriculture and forestry uses, not elsewhere listed	P	P																						P	P	P	
	Community garden	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	S	C	S	C	C	C	C	C	C		C	Sec. 17-4.2(c)(4)a.1
	Crop production and processing	P	P	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Forestry	P	P																									
INDUSTRIAL USES																												
Freight Movement, Warehousing, and Wholesale Uses	Contractor's yard																								P	P		
	Motor freight facility																								P	P		
	Petroleum bulk station or terminal																									P		
	Warehouse distribution and storage																		S						P	P	P	
	Wholesale sales, not elsewhere listed																		S						P	P	P	

Article 4: Use Regulations
 Sec. 17-4.2. Principal Uses
 (b) Principal Use Table

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																												
P = PERMITTED BY RIGHT									C = ALLOWED CONDITIONAL				S = ALLOWED AS SPECIAL EXCEPTION						BLANK CELL = PROHIBITED									
Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards			
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	COR-1	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U		LI	HI	EC
Manufacturing uses	Manufacturing, assembly, or fabrication, light									P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 17-4.2(c)(5)a.1
	Manufacturing, assembly, or fabrication, medium																		C/S						P	P		Sec. 17-4.2(c)(5)a.1
	Manufacturing, assembly, or fabrication, heavy																									P		
Resource Extraction Uses	Mining																									S		
Waste-Related Uses	Composting facility																								S	P		
	Junk, salvage, scrap, or wrecking yard																								S	S		
	Recycling center																								S	S		Sec. 17-4.2(c)(5)a.1
	Refuse processing facility																								S	C		Sec. 17-4.2(c)(5)b.2
	Refuse disposal																									P		
NOTES:																												
[1] Whether a wireless communication facility is permitted, prohibited, or requires a Special Exception Permit in a particular zoning district depends on the type of tower and its height (see Sec. 17-4.2(c)(2)a.1, Wireless Communication Facilities (Cell Tower)).																												

CITY OF COLUMBIA
UNIFIED DEVELOPMENT ORDINANCE
REVISIONS TO CODE
ADOPTED AUGUST 20, 2019

RESIDENTIAL DISTRICTS

(j) RM-S1: Residential Mixed – Small Scale District

(1) Purpose

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



(2) Use Standards

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

(3) Intensity and Dimensional Standards

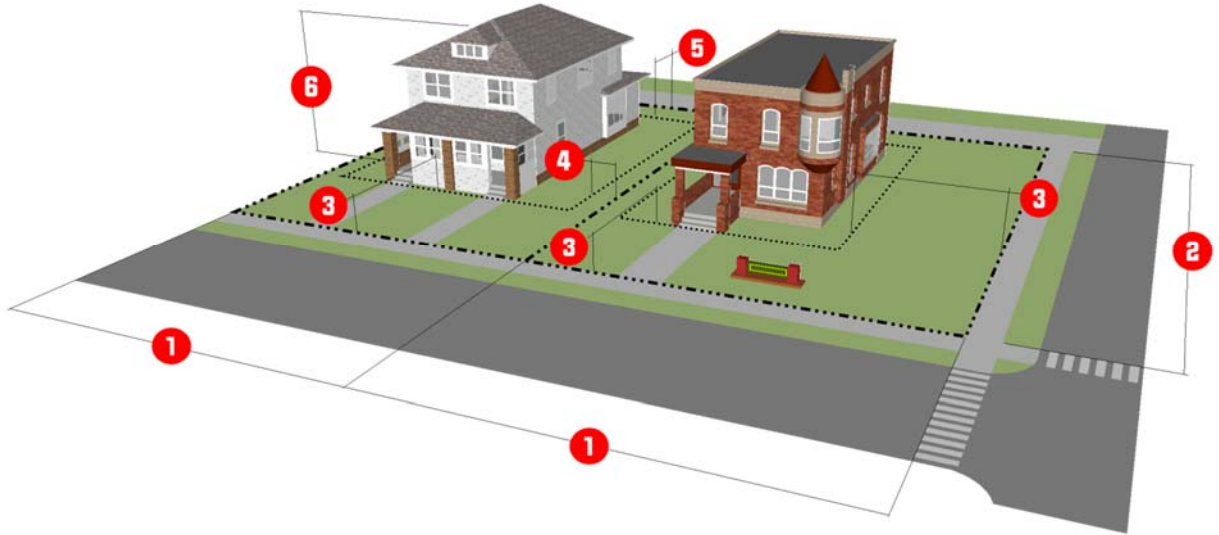
Standard	All other uses	<u>Townhouse</u>
Lot Area, min. (sf.)	10,000 5,000	8,000 [1] / 1,500 [2]
1 Lot Width, min. (ft.)	60 50	75 [1] / 18 [2]
2 Lot Depth, min. (ft.)	70	70
Lot Coverage, max. (% of site area)	N/A 50	50
Density, max. (du/acre)	N/A 8.7	N/A
3 Front Yard Setback, min. (ft.)	25 15	15
4 Side Yard Setback, min. (ft.)	5	[3]
5 Rear Yard Setback, min. (ft.)	10	10
6 Building Height, max. (ft.)	35 40	40

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

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

[2] Applies to individual lots under individual units

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



(4) Reference to Other Standards

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

(k) ~~RM-M~~ **2: Residential Mixed –Medium-Scale District**

(1) Purpose

The purpose of the Residential Mixed - ~~2~~Medium Scale (RM-~~2M~~) District is to provide lands that accommodate moderate-density mixed residential development that allows single-family, two-family, townhouse, and medium-scale multi-family dwellings.

The street network is gridded and buildings are located close to, and oriented toward, the street.



(2) Use Standards

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

(3) Intensity and Dimensional Standards

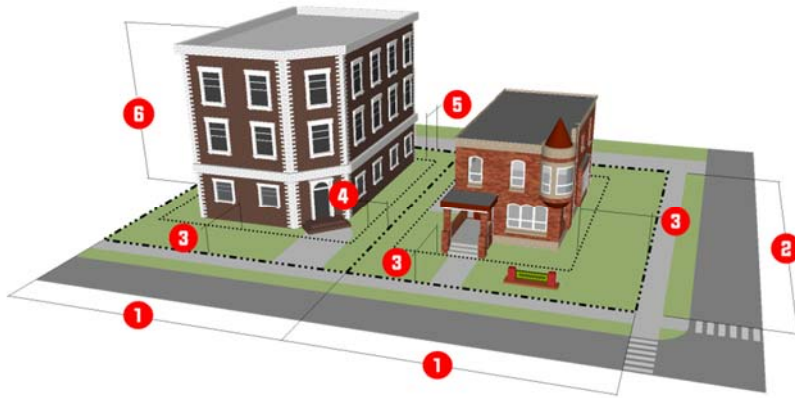
Standard	All Uses	Townhouse
Lot Area, min. (sf.)	3,000	8,000 [1] /1,500 [2]
1 Lot Width, min. (ft.)	50 40	75 [1] /18 [2]
2 Lot Depth, min. (ft.)	70 60	60
Lot Coverage, max. (% of site area)	N/A 50	50
Density, max. (du/acre)	N/A 17.2	N/A
3 Front Yard Setback, min. (ft.)	15	15
4 Side Yard Setback, min. (ft.)	5	[3]
5 Rear Yard Setback, min. (ft.)	10	10
6 Building Height, max. (ft.)	65 50	50

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

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

[2] Applies to individual lots under individual units

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



(4) Reference to Other Standards

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

Sec. 17-3.2**(f) RSF-2: Residential Single-Family - Medium Lot District****(1) Purpose**

The purpose of the Residential Single-Family - Medium Lot (RSF-2) District is to provide lands that accommodate primarily single-family detached dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

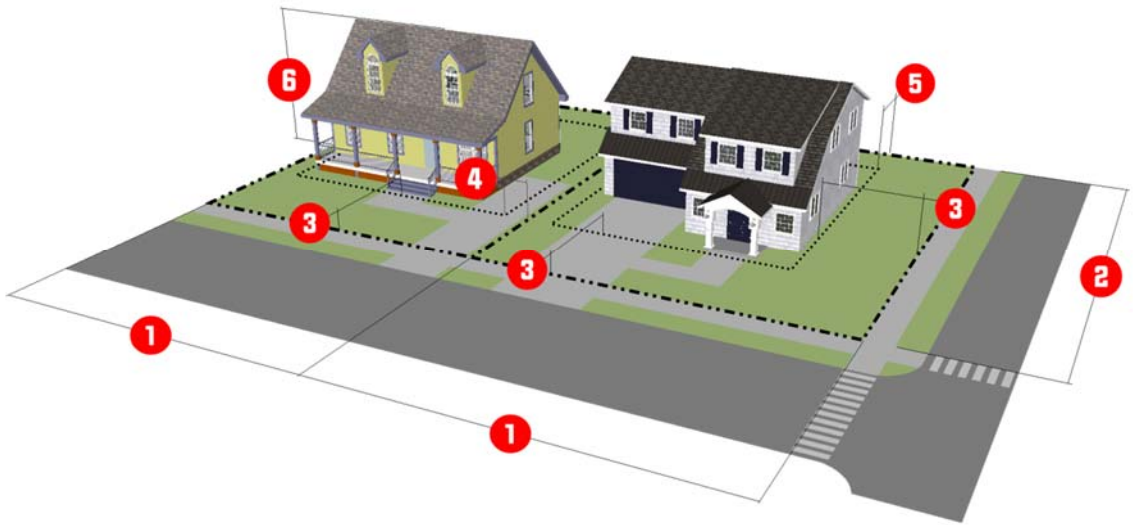
**(2) Use Standards**

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

(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	10,000 8,500
1 Lot Width, min. (ft.)	60
2 Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	30 40
Density, max. (du/acre)	4.4 N/A
3 Front Yard Setback, min. (ft.)	20
4 Side Yard Setback, min. (ft.)	5
5 Rear Yard Setback, min. (ft.)	10
6 Building Height, max. (ft.)	40

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



(4) Reference to Other Standards

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

(g) RSF-3: Residential Single-Family - Small Lot District

(1) Purpose

The purpose of the Residential Single-Family - Small Lot (RSF-3) District is to provide lands that accommodate primarily single-family detached dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.



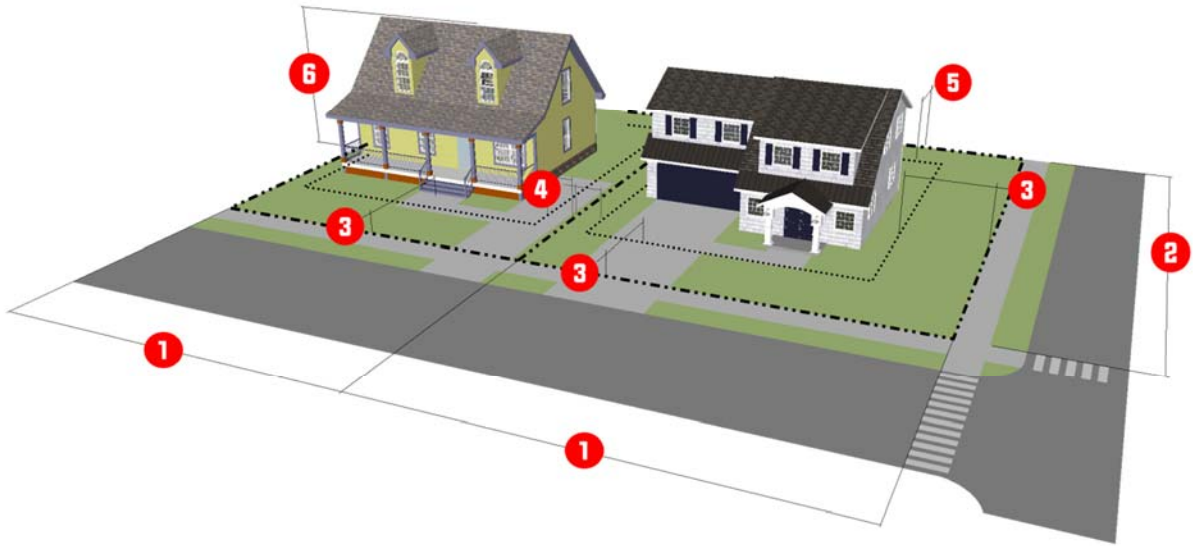
(2) Use Standards

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

(3) Intensity and Dimensional Standards

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

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



(4) Reference to Other Standards

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

CITY OF COLUMBIA
UNIFIED DEVELOPMENT ORDINANCE
REVISIONS TO CODE
ADOPTED AUGUST 20, 2019

SPECIAL EXCEPTION CRITERIA

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(e) Special Exception Permit**

- (c) A change in a land use designation from multifamily to single-family or a change from any use to open space/passive recreation;
- (d) A modification of design of facilities for amenities such as parks, gardens or open spaces; or
- (e) A deviation specifically listed in the approved PD Agreement as a minor deviation not materially affecting the PD zoning district's basic concept or the designated general use of parcels of land within the district.

(4) Planned Development (PD) Decision Standards

The advisability of adopting a PD zoning district is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. In determining whether to adopt or disapprove a PD zoning district, the City Council may consider many factors, including those listed in Sec. 17-2.5(c)(4), Zoning Map Amendment Decision Standards. The City Council shall not adopt a proposed PD zoning district unless it finds that the district complies with the standards for the proposed type of PD district in Sec. 17-3.6, Planned Development Districts, and the purposes of zoning ordinances as set forth in State law.

(e) Special Exception Permit**(1) Purpose**

A use designated as a special exception in a particular zoning district is a use that may be appropriate in the district, but because of its nature, extent, and external effects, requires special consideration of its location, design, and methods of operation before it can be deemed appropriate in the district and compatible with its surroundings. The purpose of this section is to establish a uniform mechanism to review special exceptions to ensure they are appropriate for the location and zoning district where they are proposed.

(2) Applicability

- a. The procedures and standards in this subsection apply to the review of and decision on applications for Special Exception Permits.
- b. A Special Exception Permit is required prior to the issuance of a Zoning Permit for any land use identified as requiring a Special Exception Permit in Sec. 17-4.2, Principal Uses, or for any development identified in this Ordinance as requiring approval of a Special Exception Permit.

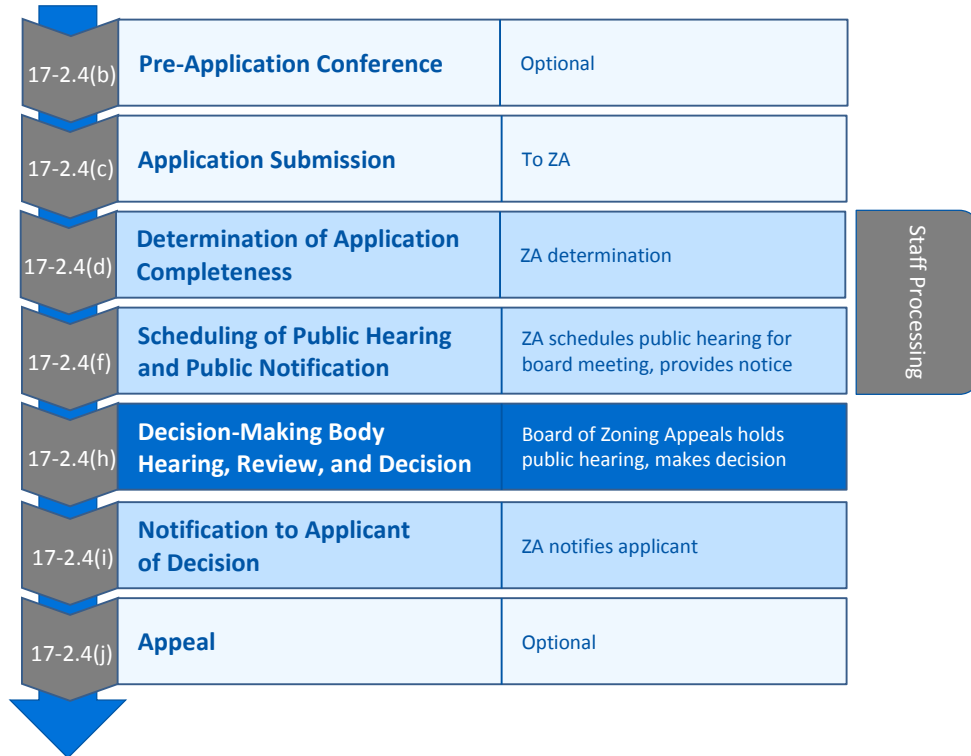
(3) Special Exception Permit Procedure

Figure 17-2.5(e) identifies the standard review procedures from Sec. 17-2.4, Standard Review Procedures, that apply to applications for a Special Exception

Article 2: Administration
 Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards
 (e) Special Exception Permit

Permit. Additions or modifications to the standard review procedures are identified in this subsection.

Figure 17-2.5(e): Summary of Special Exception Permit Procedure



- a. Pre-Application Conference**
Optional (see Sec. 17-2.4(b), Pre-Application Conference).
- b. Application Submission**
Required (see Sec. 17-2.4(c), Application Submission).
- c. Determination of Application Completeness**
Required (see Sec. 17-2.4(d), Determination of Application Completeness).
- d. Scheduling of Public Hearing and Public Notification**
Required (see Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification).
- e. Decision-making Body Hearing, Review, and Decision**
Required (see Sec. 17-2.4(h), Decision-Making Body Hearing, Review, and Decision).
 - 1.** The Board of Zoning Appeals shall review and make a decision on the application in accordance with Sec. 17-2.5(e)(4), Special Exception Permit Decision Standards. The decision shall be one of the following:
 - (i)** Approve the application as submitted;

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(e) Special Exception Permit**

- (ii) Approve the application subject to conditions of approval; or
 - (iii) Deny the application.
- 2. The Board's decision shall be in writing and shall include findings of fact and conclusions of law.
- 3. Subject to Sec. 17-1.9, Vested Rights, The Board may include as a condition of approval a time limit within which the action for which the Special Exception Permit is required shall be begun or completed, or both. Failure to begin or complete, or begin and complete, such an action within the time limit shall void the Special Exception Permit.
- 4. Any violation of a condition of approval of a Special Exception Permit shall be deemed a violation of this Ordinance and shall void the Special Exception Permit.
- f. **Notification to Applicant of Decision**
Required (see Sec. 17-2.4(i), Notification to Applicant of Decision).
- g. **Appeal**
Optional (see Sec. 17-2.4(j), Appeal). Appeals from a final decision of the Board of Zoning Appeals on an application for a Special Exception Permit are governed by S.C. Code § 6-29-820 through S.C. Code § 6-29-850.

(4) Special Exception Permit Decision Standards

The Board of Zoning Appeals shall approve an application for a Special Exception Permit only upon a finding that the following standards are met:

- 1. The proposed special exception complies with all applicable zoning district-specific standards in Article 3: Zoning Districts;
- 2. The proposed special exception complies with all applicable use-specific standard in Article 4: Use Regulations;
- ~~3. The proposed special exception complies with all applicable development and design standards in Article 5: Development Standards;~~
- ~~4. The proposed special exception complies with all relevant standards in Article 6: Land Development (Subdivision) Standards;~~
- 5. The proposed special exception will not have a substantial adverse impact on vehicular traffic or vehicular and pedestrian safety;
- 6. Adequate provisions are made for parking and for loading and unloading;
- 7. The proposed special exception will not have a substantial adverse impact on adjoining properties in terms of environmental factors such as noise, lights, glare, vibration, fumes, odors, obstruction of air or light, and litter;

8. The proposed special exception will not have a substantial adverse impact on the aesthetic character of the area, to include a review of the orientation and spacing of buildings;
9. The proposed special exception will not have a substantial adverse impact on public safety or create nuisance conditions detrimental to the public interest or conditions likely to result in increased law enforcement response;
10. The establishment of the proposed special exception does not create a concentration or proliferation of the same or similar types of special exception use, which concentration may be detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed;
11. The proposed special exception is consistent with the character and intent of the underlying zoning district as indicated in the zoning district purpose statement, and with any applicable overlay zoning district or adopted plan goals and requirements;
12. The proposed special exception is appropriate for its location and compatible with the permitted uses adjacent to and in the vicinity of the property;
13. The proposed special exception is compatible with the general character of the district in which it is proposed;
14. The proposed special exception will not have an adverse impact on the land values of surrounding properties; and
15. The proposed special exception will not adversely affect the public interest.

(f) Development Agreement

(1) Purpose

Development Agreements are a mechanism for providing regulatory certainty, establishing a schedule for development, and assisting both developers and the City coordinate the provision of adequate public facilities to serve development, coordinate the phasing of development, and administer and manage efforts to maintain open space and environmentally sensitive lands. The purpose of this subsection is to establish a uniform procedure and standards for the City to enter into Development Agreements with developers.

(2) Applicability

- a. The procedures and standards in this subsection apply to the establishment of a Development Agreement between a developer and the City in accordance with S.C. Code § 6-31-10 et seq.
- b. In order for a Development Agreement to be established in accordance with this subsection, the land that is the subject of the proposed Development

ORDINANCE NO.: 2020-022

*Amending the effective date of Ordinance No.: 2019-013 repealing and replacing
Chapter 17, Planning, Land Development and Zoning of the
1998 Code of Ordinances of the City of Columbia, South Carolina*

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2020 that Ordinance No.: 2019-013 repealing and replacing in its entirety the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning with Chapter 17, Unified Development Ordinance as reflected in "Zoning Ordinance and Land Development Regulations Rewrite, Public Hearing Draft, March 19, 2019" effective as of May 1, 2020 is hereby amended to read "Zoning Ordinance and Land Development Regulations Rewrite dated March 17, 2020", a copy of which 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>.

This ordinance shall be effective as of **November 1, 2020**.

Requested by:

Assistant City Manager Gentry

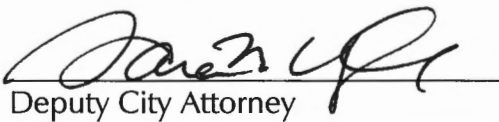
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Public Hearing:

Introduced:

Final Reading:

Last revised: 2/17/2020
20004675

Attachment: 2020-022 amend 2019-013 repeal of Chapter 17 effective date (5818 : TA - UDO Update Text & Revised Effective Date of Ordinance)



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT for 2.57 acres S/W Rugby Road(p) and 4802 Brickyard Road(p), TMS# 09212-01-01(p) and 09212-02-12(p)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Council District: 1
Proposal: Request to rezone the parcels from Single-Family Residential District (RS-2) to General Residential District (RG-1).
Applicant: Jennifer Bishop, Greater Columbia CDC
Staff Recommendation: Approval
PC Recommendation: 03/02/2020; Approval (5-2)

First reading approval was given on May 19, 2020.

ATTACHMENTS:

- ZMA-2020-0006-Brickyard4802_MayCouncil (PDF)

HISTORY:

05/19/20 Columbia City Council APPROVED ON FIRST READING.



CITY COUNCIL

May 19, 2020 at 6:00pm

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

Zoning Map Amendment Case Summary **2.57 acres S/W Rugby Road(p) and 4802 Brickyard Road(p),** **TMS# 09212-01-01(p) and 09212-02-12(p)**

Council District:	1
Proposal:	Request to rezone the parcels from Single-Family Residential District (RS-2) to General Residential District (RG-1).
Applicant:	Jennifer Bishop, Greater Columbia CDC
Staff Recommendation:	Approval
PC Recommendation:	03/02/2020; Approval (5-2)
Public Hearing, 1 st Reading:	05/19/2020; Pending
2 nd Reading:	06/02/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 4.47 acres
 Current Use: Vacant
 Proposed Use: Residential
 Current Land Use Classification: Urban Core Residential Small Lot (UCR-1)
 Proposed Land Use Classification: Urban Edge Residential Large Lot (UER-2)
 Current Zoning: Single-Family Residential District (RS-2)
 Proposed Zoning: General Residential District (RG-1)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Residential Small Lot (UCR-1). The proposed future land use classification for the property is Urban Edge Residential Large Lot (UER-2).

Urban Core Residential Small Lot (UCR-1)

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

Urban Edge Residential Large Lot (UER-2)

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

Urban Core Residential Small Lot (UCR-1)

Primary Types

- Single-family Detached

Secondary Types

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

Tertiary Types

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

Urban Edge Residential Large Lot (UER-2)

Primary Types

- Single Family Detached
- *Accessory dwelling units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Small Format Business/Employment
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

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

The subject property is located within the study area of the [Walkable 29203 Pedestrian Master Plan](#) (2017). The plan encompasses the whole of the 29203 zip code, and makes recommendations to improve access to healthy activities and healthy food outlets. This Plan focused on network gaps and safety concerns within the pedestrian network, and also made generalized recommendations on how to improve the perception of safety in the area, which would influence perceptions of walkability. The Plan did not make any specific recommendations for improvements to the pedestrian network adjacent to the subject property.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Single-Family Residential District (RS-2). The abutting properties in the City of Columbia have base zoning of Single-Family Residential District (RS-2) to the South and East. The abutting properties in unincorporated Richland County are zoned RS-HD to the North and West.

The proposed zoning district is General Residential District (RG-1).

Single-Family Residential District (RS-2)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

General Residential District (RG-1)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

STAFF RECOMMENDATION

Staff recommends to City Council to rezone the parcels from RS-2 to RG-1.



Future Land Use Map

Department of Planning & Development Services

2.57 acres S/W Rugby Road(p) and 4802 Brickyard Road(p), TMS# 09212-01-01(p) and 09212-02-1
Current FLU: UCR-1, Proposed FLU: UER-2

29.a

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



0 40 80 160
Feet

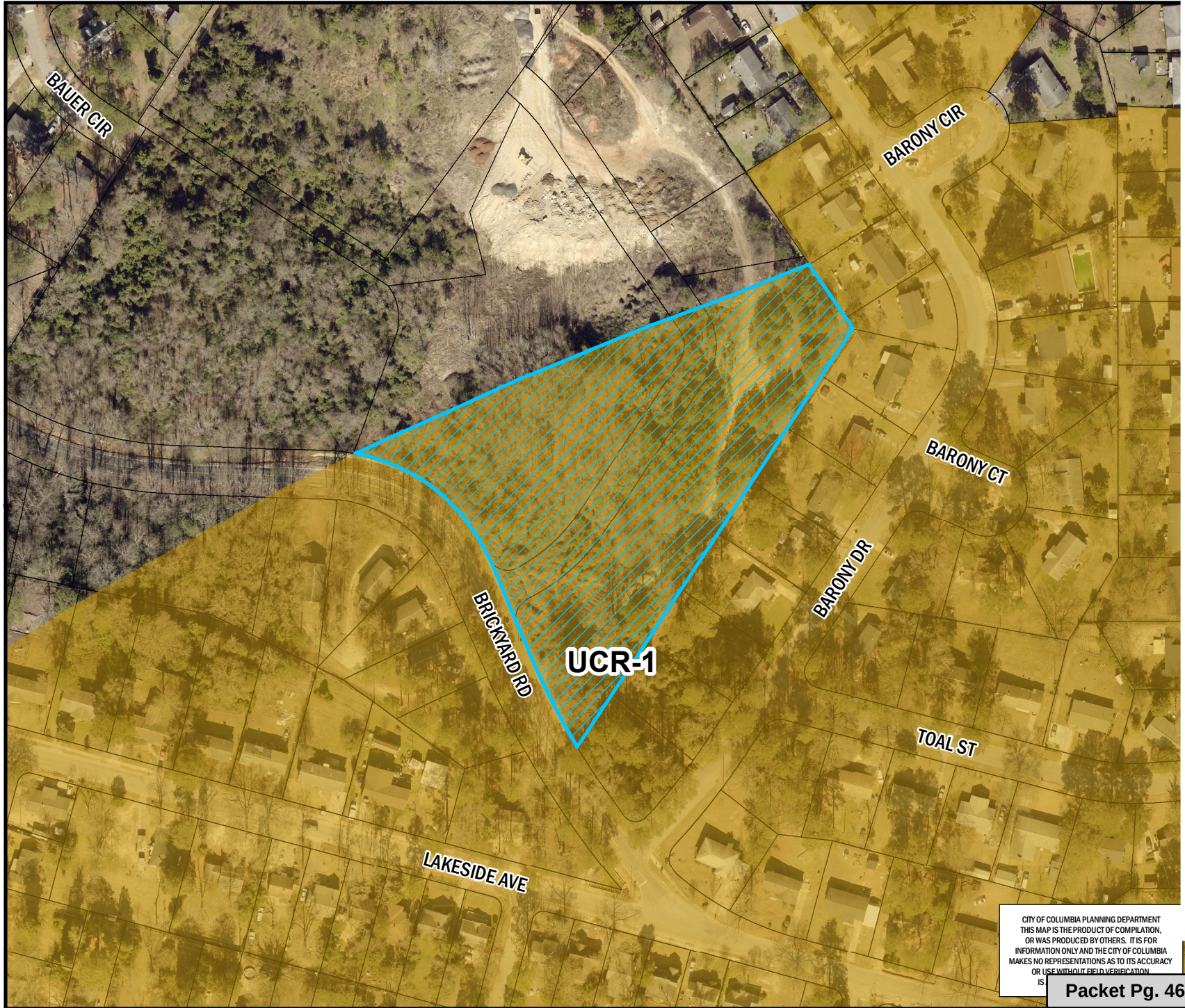
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
February 7, 2020



We Are Columbia



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

Packet Pg. 465

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ZMA-2020-0006-Brickyard4802_MayCouncil (5917 : ZMA - 2.57 acres S/W Rugby Road(p) and

Zoning Map

Department of Planning & Development Services

2.57 acres S/W Rugby Road(p) and 4802 Brickyard Road(p), TMS# 09212-01-01(p) and 09212-01-02(p)
Current Zoning: RS-2, Proposed Zoning: RG-1

29.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 40 80 160
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

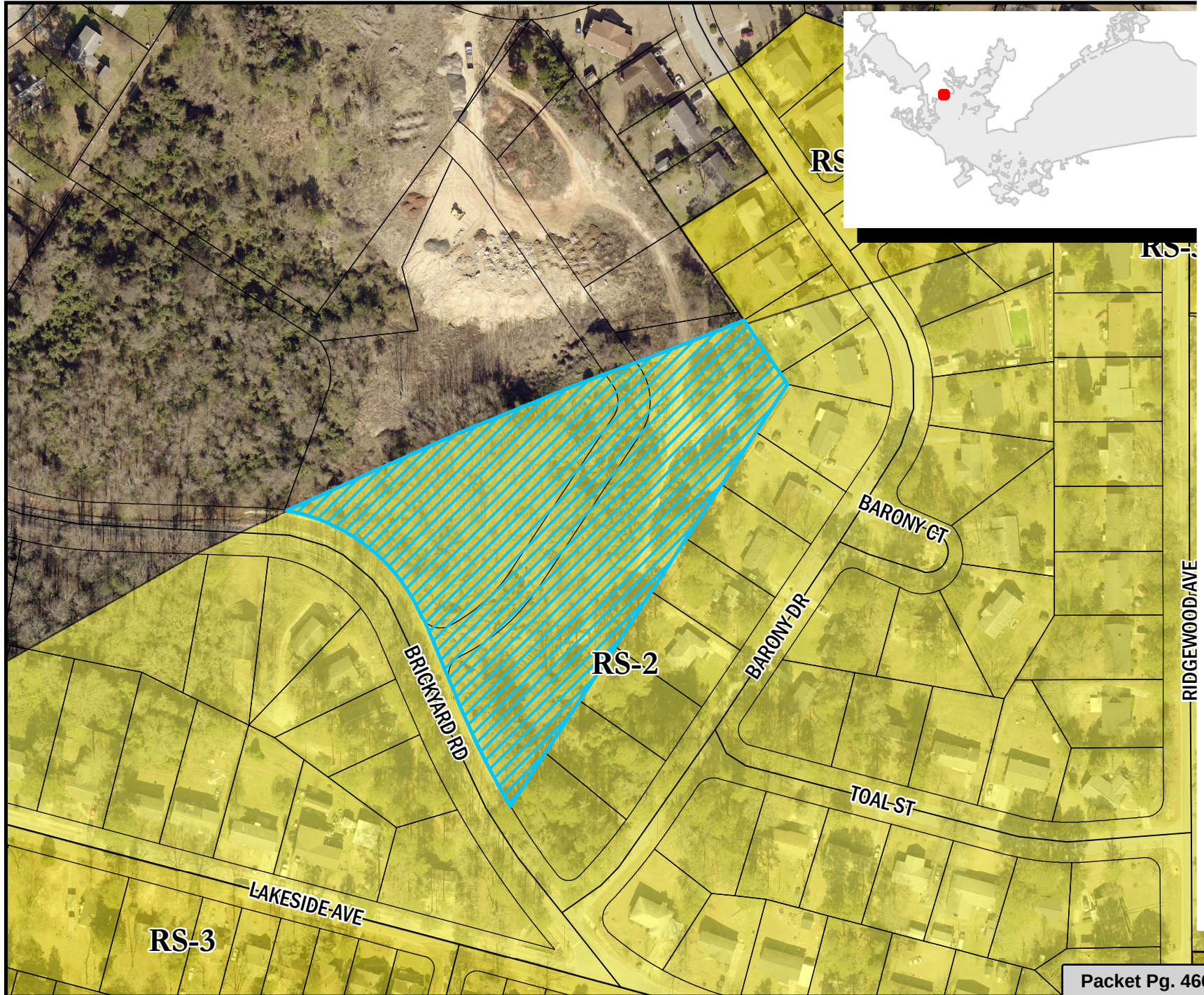
Shane Shaughnessy
February 7, 2020

DISCLAIMER:

The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



We Are Columbia



Attachment: ZMA-2020-0006-Brickyard4802_MayCouncil (5917 : ZMA - 2.57 acres S/W Rugby Road(p) and

Packet Pg. 466

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Table of Permitted Uses
RS-1, RS-1A, RS-1B, RS-2, and RS-3
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Public Golf Course
Membership Sports and Recreation Clubs
Elementary and Secondary Schools (Sec. 17-296)
Libraries and Information Centers
Day Care Facilities (Sec. 17-265)
Residential Care (17-266)
Religious Organizations
Group Development

Table of Permitted Uses
RG-1
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Attached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted Accessory Use
Coin-operated laundries and dry cleaning
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Public Golf Course
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Nursing and personal care facilities
Elementary and Secondary Schools (17-296)
Libraries and Information Centers
Day Care Facilities (17-265)
Residential Care (17-266)
Religious Organizations

Fraternity and sorority houses



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2.74 acres S/W Rugby Road (portion), 0.31 acres E/S Rugby Road, 4802 Brickyard Road (portion), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, and 4860 Rugby Road TMS# 09212-01-01 (portion), 09212-02-01, 09212-02-12 (portion), 09305-04-18, 09305-04-19, 09309-15-08, and 09309-15-1

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2020-040 Annexing and Incorporating 2.74 acres S/W Rugby Road (pt), 0.31 acres E/S Rugby Road, 4802 Brickyard Road (pt), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, and 4860 Rugby Road, Richland County TMS# 09212-01-01 (pt), 09212-02-01, 09212-02-12 (pt), 09305-04-18, 09305-04-19, 09309-15-08, and 09309-15-11 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

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). The property is currently classified as Mixed Residential (High Density) and zoned RS-HD by Richland County.
Applicant:	Grace Christian Ministries / Greater Columbia Community Development Corporation
Staff Recommendation:	Approval
PC Recommendation:	03/02/2020; Approval (5-2)

First reading approval was given on May 19, 2020.

ATTACHMENTS:

- ANNEX-2020-0002_RugbyBrickyardClub_Council (PDF)

- 2020-040 annex-incorporate Rugby Brickyard Club Roads (PDF)

HISTORY:

05/19/20

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

May 19, 2020 at 6:00pm

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

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

**2.74 acres S/W Rugby Road (portion), 0.31 acres E/S Rugby Road,
4802 Brickyard Road (portion), 320 Club Road, 0.38 acres W/S Rugby Road,
4848 Rugby Road, and 4860 Rugby Road
TMS# 09212-01-01 (portion), 09212-02-01, 09212-02-12 (portion), 09305-04-18,
09305-04-19, 09309-15-08, and 09309-15-11**

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). The property is currently classified as Mixed Residential (High Density) and zoned RS-HD by Richland County.
Applicant:	Grace Christian Ministries / Greater Columbia Community Development Corporation
Staff Recommendation:	Approval
PC Recommendation:	03/02/2020; Approval (5-2)
ZPH, 1 st Reading:	05/19/2020; Pending
2 nd Reading:	06/02/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ~8.46 acres
Current Use: Vacant
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: RS-HD
Proposed City Zoning: General Residential District (RG-1)
Census Tract: 114.14

DETERMINATION FOR CITY SERVICES

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

Attachment: ANNEX-2020-0002_RugbyBrickyardClub_Council (5933 : ANNEX - 2.74 acres S/W Rugby Road (portion), 0.31 acres E/S Rugby

Police

We find that the proposed annexation will result in an increased number of calls for service. The property is already partially within the City limits, however the estimated cost to serve this multifamily development is **approximately \$13,000 annually** based on last year's calls for service in nearby residential areas in the City of Columbia.

Fire

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

Solid Waste

There is **no anticipated cost** for this property under consideration for annexation, as solid waste service is not provided to this type of use.

Engineering

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

Water Customer Care

Any new construction will bring new revenue. The customers on the annexed property will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend annexation of this proposed multifamily development, located within a Primary Area as designated in the Urban Service Area plan. The property is already partially within the City limits, however the estimated real estate tax revenue generated of the entire development will be **approximately \$19,000 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on 2019 millage for real property and calculated as: $((\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0938))$. The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Primary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

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

Primary areas are made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Edge Residential Large Lot (UER-2). The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban

Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types

- Single-family Detached
- *Accessory dwelling units

Tertiary Types

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

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

The subject property is located within the study area of the [Walkable 29203 Pedestrian Master Plan](#) (2017). The plan encompasses the whole of the 29203 zip code, and makes recommendations to improve access to healthy activities and healthy food outlets. This Plan focused on network gaps and safety concerns within the pedestrian network, and also made generalized recommendations on how to improve the perception of safety in the area, which would influence perceptions of walkability. The Plan did not make any specific recommendations for improvements to the pedestrian network adjacent to the subject property.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-HD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Single Family Residential District (RS-2) to the South and Single Family Residential District (RS-3) to the East. Surrounding parcels in unincorporated Richland County are currently zoned RS-HD to the West and North.

The proposed City of Columbia zoning district is General Residential District (RG-1).

General Residential District (RG-1)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

STAFF RECOMMENDATION

Staff recommends that City Council approve an ordinance to assign a future land use classification of Urban Edge Residential Large Lot (UER-2) at the time of annexation.

Staff recommends that City Council assign zoning of General Residential District (RG-1) at the time of annexation.



Future Land Use Map

Department of Planning & Development Services

2.74 acres S/W Rugby Road(p), 0.31 acres E/S Rugby Road, 4802 Brickyard Road(p), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, 4860 Rugby Road; TMS# 09212-01-01(p), 09212-02-01, 09212-02-12(p), 09305-04-18, 09305-04-19, 09309-15-08, 09309-15-11; Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UER-2

30.a

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



0 40 80 160 Feet

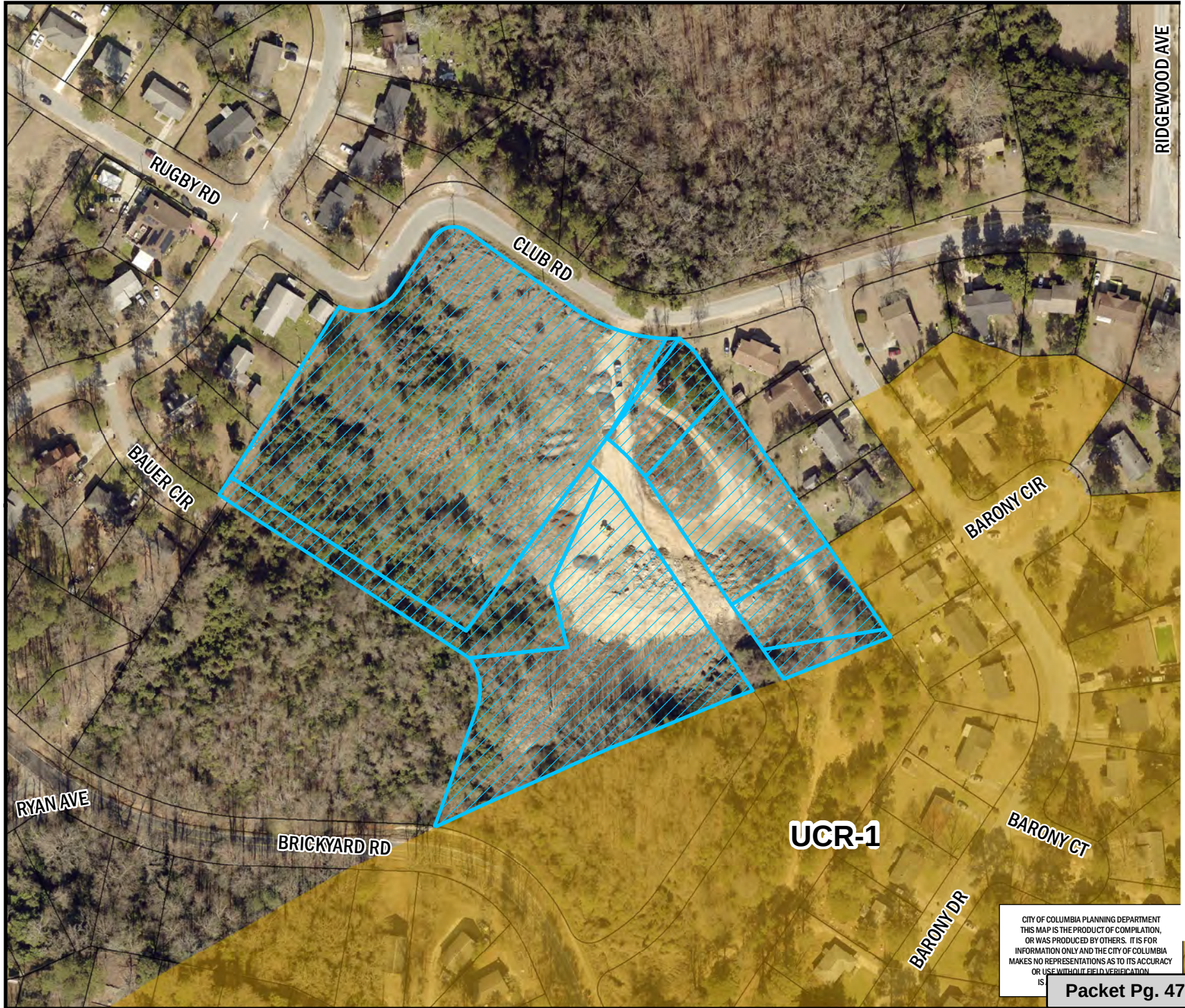
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
February 13, 2020



We Are Columbia



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

Packet Pg. 475

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ANNEX-2020-0002_RugbyBrickyardClub_Council (5933 : ANNEX - 2.74 acres SW Rugby

Zoning Map

Department of Planning &
Development Services

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
February 13, 2020

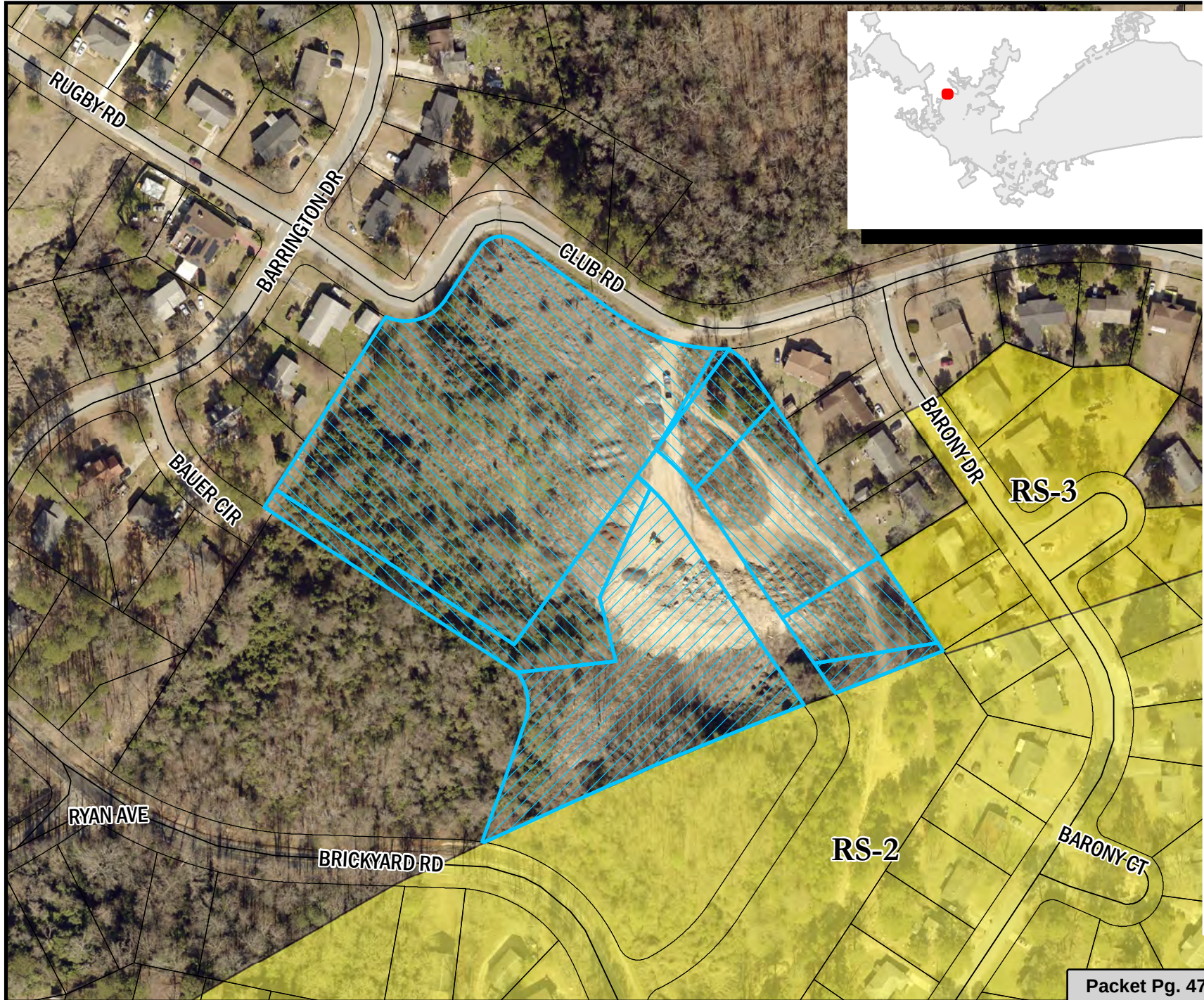
DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



We Are Columbia

2.74 acres S/W Rugby Road(p), 0.31 acres E/S Rugby Road, 4802 Brickyard Road(p), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, 4860 Rugby Road;
TMS# 09212-01-01(p), 09212-02-01, 09212-02-12(p), 09305-04-18, 09305-04-19, 09309-15-08, 09309-15-11;
Current Rich. Co. Zoning: RS-HD, Proposed Zoning: RG-1

30.a



Attachment: ANNEX-2020-0002_RugbyBrickyardClub_Council (5933 : ANNEX - 2.74 acres SW Rugby

ORDINANCE NO.: 2020-040

Annexing and Incorporating 2.74 acres S/W Rugby Road (pt), 0.31 acres E/S Rugby Road, 4802 Brickyard Road (pt), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, and 4860 Rugby Road, Richland County TMS# 09212-01-01 (pt), 09212-02-01, 09212-02-12 (pt), 09305-04-18, 09305-04-19, 09309-15-08, and 09309-15-11 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

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

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

WHEREAS, City Council adopted the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ___ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of General Residential District (RG-1), apportioned to City Council District 1, Census Tract 3, contains 6.76 acres, and shall be assigned an interim land use classification of Urban Edge Residential Large Lot (UER-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 09212-01-01 (pt), 09212-02-01, 09212-02-12 (pt), 09305-04-18, 09305-04-19, 09309-15-08, and 09309-15-11

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

Requested by:

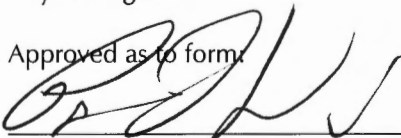
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-040

All that certain piece, parcel, or tract of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing approximately 6.76 acres, and being more fully shown and delineated on a Boundary Survey and Plat prepared for Village at Lee Court by Abraham Land Surveying as 10.57 acres total, less and excepting 3.81 acres within the limits of the City of Columbia, dated December 19, 2019. Said property having such boundaries and measurements as are shown on said plat.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: February 19, 2020

RE: **Property Address:** 2.74 acres S/W Rugby Road (portion), 0.31 acres E/S Rugby Road, 4802 Brickyard Road (portion), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, 4860 Rugby Road
Richland County TMS#: 09212-01-01 (portion), 09212-02-01, 09212-02-12 (portion), 09305-04-18, 09305-04-19, 09309-15-08, 09309-15-11
Owner(s): Grace Christian Ministries / Greater Columbia Community Development Corporation
Current Use: Vacant
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Single Family – High Density (RS-HD)
Proposed City Zoning: General Residential (RG-1)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 1
Census Tract: 3

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

Planning & Development Services staff will see to it that this matter is placed on the **March 2, 2020** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
 Attachments

cc: Clint Shealy, Assistant City Manager Jeff Palen, Assistant City Manager/CFO Aubrey Jenkins, Fire Chief Joseph Jacob, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Lakesha Shannon, Business License Administrator Greg Williams, Deputy Business License Administrator Tiffany Latimer, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Police Planning & Research Alfreda Tindal, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Teresa Knox, City Attorney William Holbrook, Police Chief Dana Higgins, Director, Engineering Jan Alonso, Finance Director Gloria Saaed, Community Development Director George Adams, Fire Marshal Rachel Bailey, Zoning Administrator Jacquelyn Richburg, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Tori Salvant, Dev. Center Administrator
---	---

Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 5-2 on 3/2/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-1 (Zoning classification) by 5-2 on 3/2/20 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

Attachment: 2020-040 annex-incorporate Rugby Brickyard Club Roads (5933 : ANNEX - 2.74 acres S/W Rugby Road (portion), 0.31 acres E/S



Future Land Use Map

Department of Planning & Development Services

2.74 acres S/W Rugby Road(p), 0.31 acres E/S Rugby Road, 4802 Brickyard Road(p), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, 4860 Rugby Road; TMS# 09212-01-01(p), 09212-02-01, 09212-02-12(p), 09305-04-18, 09305-04-19, 09309-15-08, 09309-15-11; Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UER-2

30.b

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
February 13, 2020



We Are Columbia



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

Packet Pg. 481

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2020-040 annex-incorporate Rugby Brickyard Club Roads (5933 : ANNEX - 2.74 acres SIW

Zoning Map

Department of Planning &
Development Services

Legend

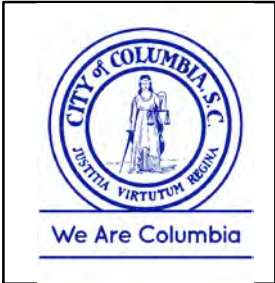
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 40 80 160 Feet

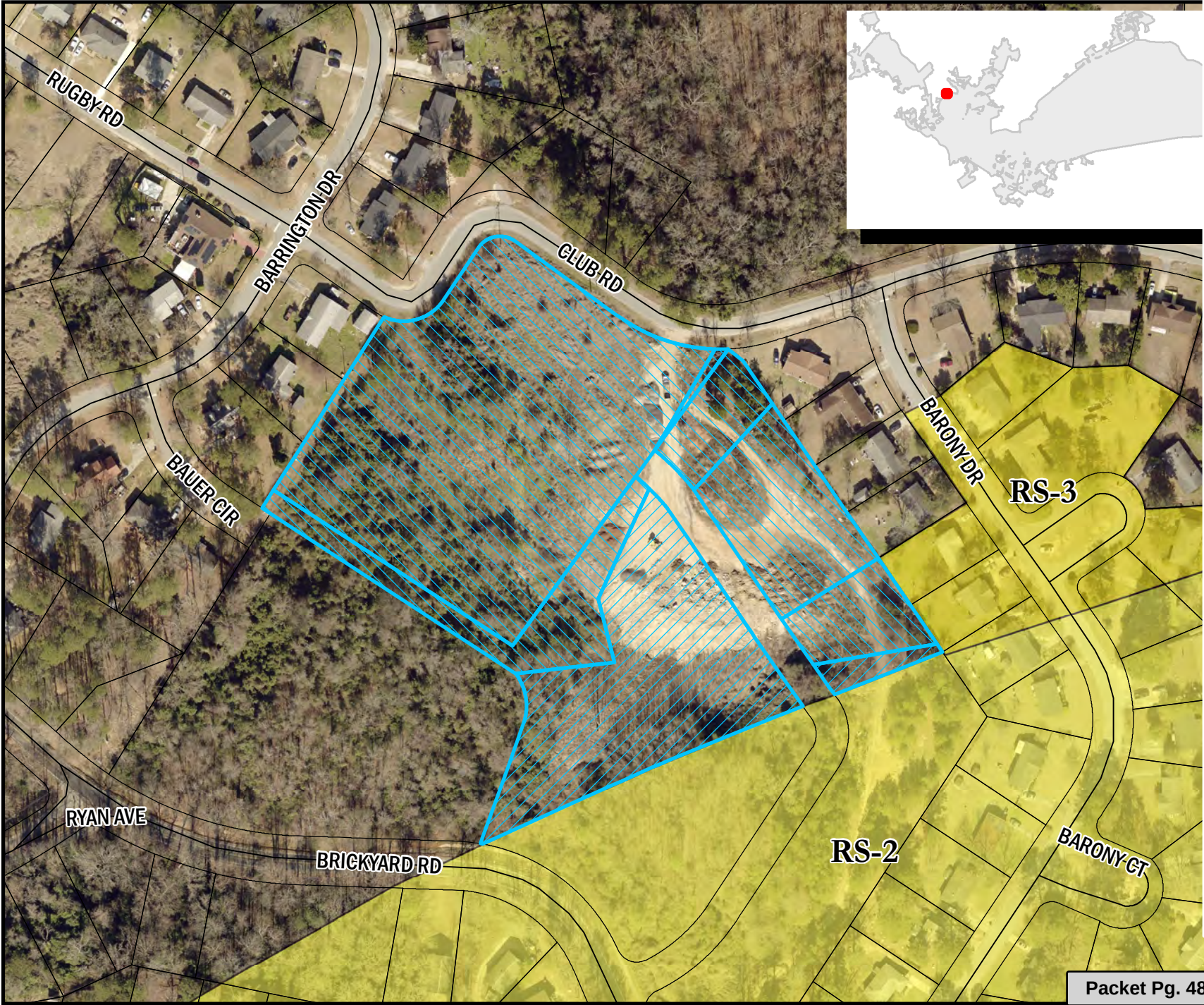
ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
February 13, 2020

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



2.74 acres S/W Rugby Road(p), 0.31 acres E/S Rugby Road, 4802 Brickyard Road(p), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, 4860 Rugby Road;
TMS# 09212-01-01(p), 09212-02-01, 09212-02-12(p), 09305-04-18, 09305-04-19, 09309-15-08, 09309-15-11;
Current Rich. Co. Zoning: RS-HD, Proposed Zoning: RG-1

30.b



Attachment: 2020-040 annex-incorporate Rugby Brickyard Club Roads (5933 : ANNEX - 2.74 acres SIW

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

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

Property Description: All that certain, parcel or tract of land, together with any improvements thereon, situate, lying and being near the City of Columbia, in Richland County, State of South Carolina, containing approximately 6.76 acres, and being more fully shown and delineated on a Boundary Survey and Plat prepared for Village at Lee Court by Abraham Land Surveying as 10.57 acres total, less and excepting 3.81 acres within the limits of the City of Columbia, dated December 19, 2019. Said property having such boundaries and measurements as are shown on said plat.

Richland County TMS: 09212-01-01 (portion), 09212-02-01, 09212-02-12 (portion), 09305-04-18, 09305-04-19, 09309-15-08, 09309-15-11

Property Address: 2.74 acres S/W Rugby Road (portion), 0.31 acres E/S Rugby Road, 4802 Brickyard Road (portion), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, 4860 Rugby Road

Grace Christian Ministries

BY: 
 (Signature)

Date: February 10, 2020

Jennifer Bishop
 (Print or Type Name)

ITS: CEO
 (Print or Type Title)

Properties: TMS# 09212-01-01 (portion), 09212-02-01, 09212-02-12 (portion), 09305-04-18, 09309-15-08

Greater Columbia Community Development Corporation

BY: 
 (Signature)

Date: February 10, 2020

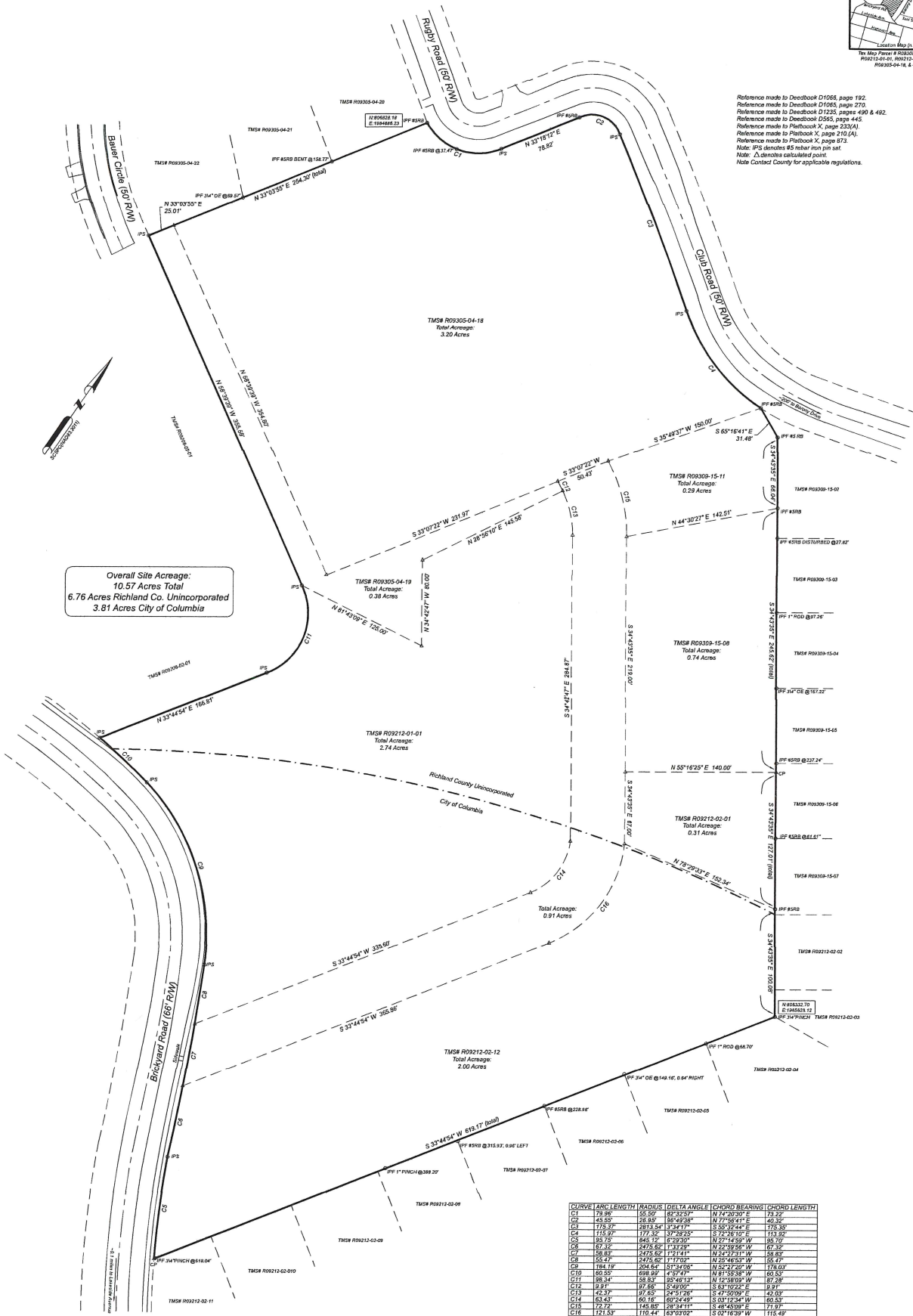
Jennifer Bishop
 (Print or Type Name)

ITS: CEO
 (Print or Type Title)

Properties: 09305-04-19, 09309-15-11

Attachment: 2020-040 annex-incorporate Rugby Brickyard Club Roads (5933 : ANNEX - 2.74 acres S/W Rugby Road (portion), 0.31 acres E/S

© 2011 Abraham Land Surveying. This document is the property of the author and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system. The document is to be used for the purpose of the original plat only. The plat is to be used for the purpose of the original plat only. The plat is to be used for the purpose of the original plat only.



Abraham Land Surveying
1323 Kendall Rd., Newberry S.C.
www.surveysc.com 803.276.8719

Boundary Survey & Plat Prepared for:
Village at Lee Court
Property located between Club road and Brickyard road, approximately 200' West of the intersection of Barony Drive and Club Road, near Columbia, S.C., Richland County TMS# R09309-15-08, -11, R09212-01-01, R09212-02-01, -12, R09305-04-18, & -19.



I hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of The Missouri Standard for the Practice of Land Surveying in South Carolina, and neither an accident nor a mistake nor a fraud, nor any other cause, has caused any error or mistake in the survey shown herein.

Attachment: 2020-040 annex-incorporate Rugby Brickyard Club Roads (5933 : ANNEX - 2.74 acres S/W Rugby Road (portion), 0.31 acres E/S



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **COMPREHENSIVE PLAN –FUTURE LAND USE MAP
AMENDMENT CASE SUMMARY 2.57 acres S/W Rugby
Road(p) and 4802 Brickyard Road(p), TMS# 09212-01-01(p)
and 09212-02-12(p)**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance 2020-039 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 2.57 acres S/W Rugby Road (p) and 4802 Brickyard Road (p); Richland County TMS# 09212-01-01(p) and 09212-02-12(p)

Council District:	1
Proposal:	Request to amend Chapter 8.3 of The Columbia Plan 2018 - Future Land Use Map to modify the land use classification of the property from Urban Core Residential Small Lot (UCR-1) to Urban Edge Residential Large Lot (UER-2).
Applicant:	Krista Hampton, Planning & Development Services Director
Staff Recommendation:	Approval
PC Recommendation:	03/02/2020; Approval (5-2)

First reading approval was given on May 19, 2020.

ATTACHMENTS:

- LUMA-Brickyard Road-MayCouncil (PDF)
- 2020-039 add Rugby and Brickyard to 2018 FLU (PDF)

HISTORY:

05/19/20

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

May 19, 2020 at 6:00pm

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

COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT CASE SUMMARY

**2.57 acres S/W Rugby Road(p) and 4802 Brickyard Road(p),
TMS# 09212-01-01(p) and 09212-02-12(p)**

City Council District:	1
Proposal:	Request to amend Chapter 8.3 of <i>The Columbia Plan 2018 – Future Land Use Map</i> to modify the land use classification of the property from Urban Core Residential Small Lot (UCR-1) to Urban Edge Residential Large Lot (UER-2).
Applicant:	Krista Hampton, Planning & Development Services Director
Staff Recommendation:	Approval
PC Recommendation:	03/02/2020; Approval (5-2)
Public Hearing, 1 st Reading:	05/19/2020; Pending
2 nd Reading:	06/02/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 4.47 acres
 Current Use: Vacant
 Proposed Use: Residential
 Current Land Use Classification: Urban Core Residential Small Lot (UCR-1)
 Proposed Land Use Classification: Urban Edge Residential Large Lot (UER-2)
 Current Zoning: Single-Family Residential District (RS-2)
 Proposed Zoning: General Residential District (RG-1)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Residential Small Lot (UCR-1). The proposed future land use classification for the property is Urban Edge Residential Large Lot (UER-2).

Urban Core Residential Small Lot (UCR-1)

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

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

Urban Edge Residential Large Lot (UER-2)

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

Urban Core Residential Small Lot (UCR-1)

Primary Types

- Single-family Detached

Secondary Types

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

Tertiary Types

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

Urban Edge Residential Large Lot (UER-2)

Primary Types

- Single Family Detached
- *Accessory dwelling units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Small Format Business/Employment
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

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

The subject property is located within the study area of the [Walkable 29203 Pedestrian Master Plan](#) (2017). The plan encompasses the whole of the 29203 zip code, and makes recommendations to improve access to healthy activities and healthy food outlets. This Plan focused on network gaps and safety concerns within the pedestrian network, and also made generalized recommendations on how to improve the perception of safety in the area, which would influence perceptions of walkability. The Plan did not make any specific recommendations for improvements to the pedestrian network adjacent to the subject property.

STAFF RECOMMENDATION

Staff recommends that City Council adopt an ordinance to amend the future land use map to modify the land use classification of the property from Urban Core Residential Small Lot (UCR-1) to Urban Edge Residential Large Lot (UER-2).



Future Land Use Map

Department of Planning & Development Services

2.57 acres S/W Rugby Road(p) and 4802 Brickyard Road(p), TMS# 09212-01-01(p) and 09212-02-1
Current FLU: UCR-1, Proposed FLU: UER-2

31.a

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



0 40 80 160
Feet

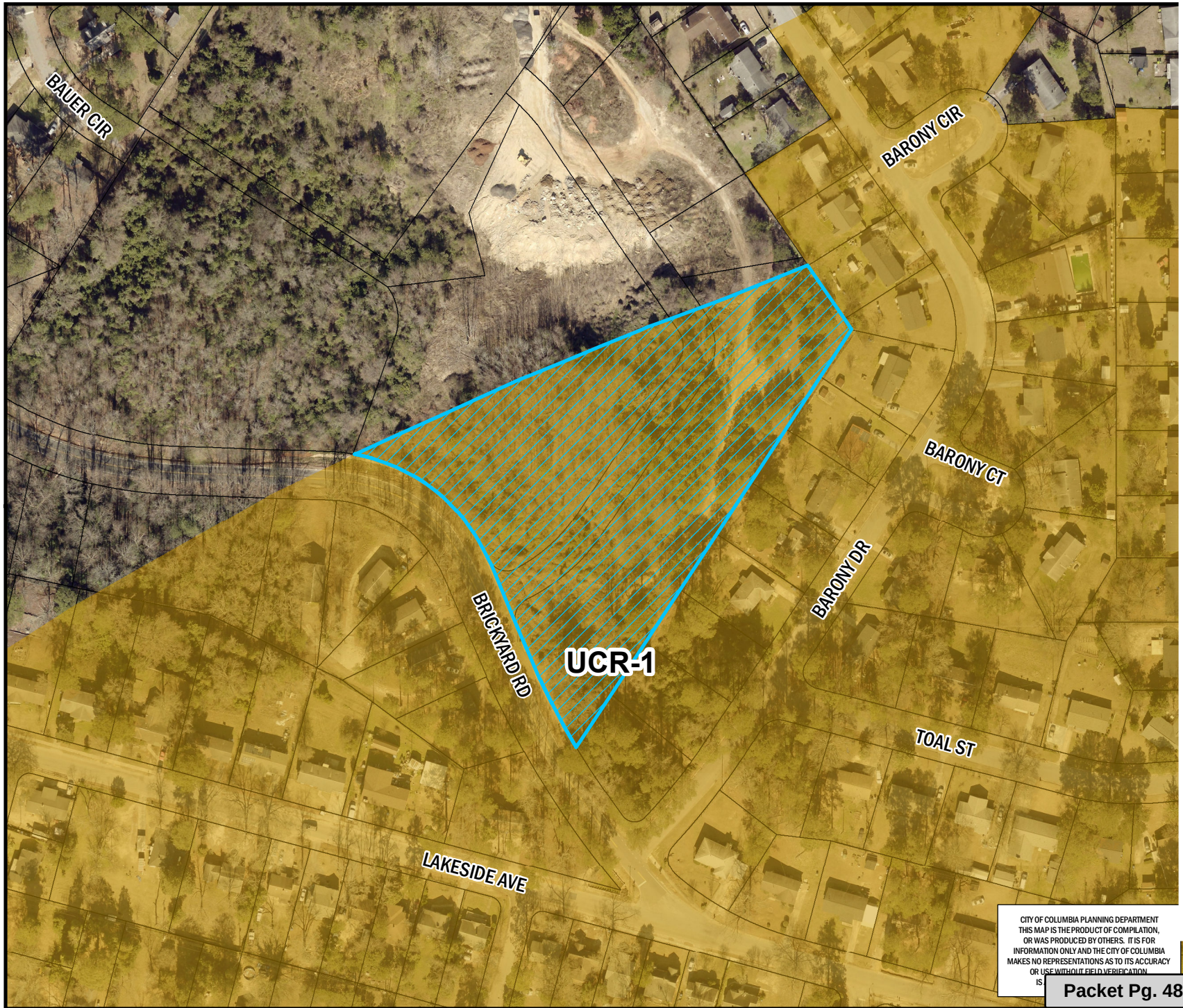
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
February 7, 2020



We Are Columbia



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

Packet Pg. 489

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: LUMA-Brickyard Road-MayCouncil (5918 : LUMA-2.57 acres S/W Rugby Road(p) and 4802

ORDINANCE NO.: 2020-039

Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 2.57 acres S/W Rugby Road (p) and 4802 Brickyard Road (p); Richland County TMS# 09212-01-01(p) and 09212-02-12(p)

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

WHEREAS, City Council approved Ordinance No.: 2008-085 on October 1, 2008 adopting the City of Columbia Comprehensive Plan 2018 in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, City Council approved Ordinance No.: 2015-014 on February 17, 2015 amending the City of Columbia Comprehensive Plan 2018 deleting the "Existing and Future Land Use Components of the Physical Area Development Element of The Columbia Plan: 2018" and replaced it with "Plan Columbia Land Use Plan Putting the Pieces In Place", along with all the maps and policies contained therein; and,

WHEREAS, 2.57 acres S/W Rugby Road (p) and 4802 Brickyard Road (p); Richland County TMS# 09212-01-01(p) and 09212-02-12(p), were included within Plan Columbia Land Use Plan: Putting the Pieces in Place adopted by City Council on February 17, 2015, and were assigned the designated future land use classification of Urban Core Residential Small Lot (UCR-1), while the future land use classification of Urban Edge Residential Large Lot (UER-2) is more appropriate, and the Future Land Use Map shall be amended accordingly; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2020, that the designated land use for 2.57 acres S/W Rugby Road (p) and 4802 Brickyard Road (p); Richland County TMS# 09212-01-01(p) and 09212-02-12(p), were identified as Urban Core Residential Small Lot (UCR-1) in Plan Columbia Land Use Plan: Putting the Pieces in Place adopted by Ordinance No.: 2015-014 on February 17, 2015. This property is apportioned to City Council District 1, Census Tract 3.0, contains 4.47 acres, and the land use classification shall be amended to Urban Edge Residential Large Lot (UER-2).

Requested by:

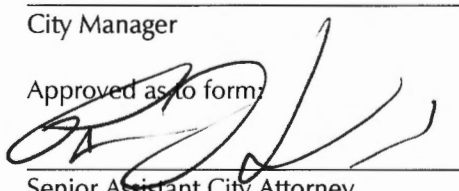
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-050 To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2021

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- 2020-050 adopt 2020-2021 budget (PDF)
- Budget_Summaries (PDF)

ORDINANCE NO.: 2020-050

*To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina,
for the Fiscal Year ending June 30, 2021*

BE IT ORDAINED by the Mayor and Council this ____ day of June, 2020 as follows:

Section 1. That a tax to cover the period from the first day of July 2020, to the thirtieth day of June 2021, both inclusive, for the sums and in the manner hereinafter mentioned, is and shall be levied, collected and paid into the treasury of Richland and Lexington Counties, South Carolina, for the credit to The City of Columbia, South Carolina, for the use and service thereof; that is to say, a tax rate of ninety-three and eight tenths (93.8) mills, on the value of all real estate and personal property of every description owned and used in The City of Columbia, South Carolina, except such as is exempt from taxation under the Constitution and law of the State of South Carolina, is and shall be levied and paid into the County Treasury for the credit to The City of Columbia for the corporate purposes, permanent improvements, for the purpose of paying current expenses, and for the payment of interest and retiring outstanding bonds of the said City. Such tax is levied on such property as assessed for taxation for County and State purposes.

Section 2. That the budget heretofore adopted by the City Council and the estimated revenue for the payment of same is hereby adopted and is hereby made a part hereof as fully as if incorporated herein and a copy thereof is attached hereto.

Section 3. That the billing dates, the penalty dates, and the amount of penalty which shall be levied for delinquent taxes shall be the same as those established by Richland and Lexington Counties pursuant to State Law.

Section 4. That the City Manager shall administer the budget and may authorize the following to achieve the goals of this budget:

- a. Authorize the transfer of appropriated funds within and between departments and funds as necessary.
- b. Controls shall be made by fund appropriation.
- c. Designate continuing projects from fund balances.

Encumbrances will be carried over to the next year as a reserve to the fund balance.

Expenditures approved by council shall automatically carry amendments to fund appropriation where necessary.

Section 5. If for any reason any sentence, clause or provision of this ordinance shall be declared invalid, such shall not affect the remaining provisions hereof.

Requested by:

City Manager

Mayor

Approved by:

City Manager

Approved as to form:

T. A. Knox

ATTEST:

City Attorney

City Clerk

Public Hearing:

Introduced:

Final Reading:



FY 2020/2021 Operating Budget Summaries

General Fund
Water & Sewer Operating
Storm Water Operating
Parking Fund
Hospitality Tax
Accommodations Tax



GENERAL FUND SUMMARY
FY 2020/2021

	9/2019; 3/2020				
	ACTUAL FY 18/19	AMENDED BUDGET FY 19/20	PROPOSED FY 20/21	Increase / (Decrease)	% Change
<u>REVENUE CATEGORIES</u>					
GENERAL PROPERTY TAX	57,333,994	59,015,129	57,333,994		
LICENSES AND PERMITS	40,379,287	42,163,401	38,379,287		
FROM OTHER AGENCIES	16,017,801	16,476,135	16,017,801		
CURRENT SERVICE CHARGES	13,088,203	15,485,490	15,088,203		
FINES & FORFEITURES	677,587	1,062,800	677,587		
MISCELLANEOUS REVENUE	231,412	225,300	231,412		
INTEREST ON INVESTMENT	289,662	197,500	289,662		
RENTS & SALE OF PROPERTY	272,215	397,000	272,215		
TOTAL REVENUE	128,290,161	135,022,755	128,290,161	(6,732,594)	-4.99%
<u>TRANSFERS IN</u>					
FROM OTHER FUNDS	3,936,805	90,000			
FROM ACCOMMODATIONS TAX	25,000	25,000	25,000		
FROM HOSPITALITY TAX	3,700,000	2,775,000	2,775,000		
FROM CAPITAL LEASE PROCEEDS		9,250,000			
FROM PARKING FUND	500,000	500,000	500,000		
FROM WATER & SEWER	4,189,680	4,189,680	4,189,680		
FROM WATER & SEWER - COVID 19 EMERGENCY RESPONSE		6,325,000	2,000,000		
FROM STORM WATER	560,000	560,000	560,000		
FROM UN-APPROPRIATED SURPLUS	-	3,000,000	-		
TOTAL TRANSFERS IN	12,911,485	26,714,680	10,049,680	(16,665,000)	-62.38%
TOTAL GENERAL FUND REV & TRANS	141,201,646	161,737,435	138,339,841	(23,397,594)	-14.47%
<u>DEPARTMENTS</u>					
LEGISLATIVE - MAYOR & CITY COUNCIL	749,648	813,360	703,184		
ADMINISTRATION - CITY MANAGER	578,859	896,621	878,623		
GOVERNMENTAL AFFAIRS	360,174	302,173	264,165		
ADMINISTRATION - ACM DEVELOPMENT & COMMUNITY SRVCS	509,553	499,898	514,082		
ADMINISTRATION - ACM CHIEF FINANCIAL OFFICER	236,534	244,124	243,722		
ADMINISTRATION - ACM OPERATIONS	119,566	293,028	335,544		
HUMAN RESOURCES	1,068,622	1,157,391	1,105,025		
BUDGET & PROGRAM MANAGEMENT OFFICE	321,066	626,901	551,085		
PUBLIC RELATIONS	771,099	859,953	796,168		
COUNCIL SUPPORT SERVICES	385,178	448,752	328,066		
LEGAL	2,041,721	2,298,342	2,402,199		
MUNICIPAL COURT	2,327,487	2,666,890	2,454,480		
FINANCE	1,782,499	2,208,747	2,108,011		
OFFICE OF BUSINESS OPPORTUNITIES	819,425	1,076,845	791,506		
COMMUNITY DEVELOPMENT	327,884	395,485	377,268		
PLANNING & DEV. SERVICES	3,487,231	3,794,197	3,342,072		
POLICE	43,209,371	43,853,152	41,838,684		
EMERGENCY MANAGEMENT	561,071	601,167	561,781		
911 EMERGENCY COMMUNICATIONS	3,029,264	3,205,401	3,021,406		
FIRE	21,608,472	23,784,299	21,900,925		
PARKS & RECREATION	12,760,875	13,817,082	12,752,454		
PUBLIC WORKS	17,921,776	19,645,930	18,652,531		
SUPPORT SERVICES	1,742,867	2,201,451	1,404,433		
INFORMATION TECHNOLOGY	4,073,970	4,356,785	3,918,627		
TOTAL DEPARTMENT	120,794,212	130,047,974	120,782,908	(8,801,936)	-6.77%
<u>NON-DEPARTMENTAL & MISC.</u>					
COMMUNITY PROMOTIONS	201,017				
CAPITAL LEASE PURCHASE	3,619,290	5,420,797	5,508,754		
SOLICITOR'S OFFICE	215,817	215,817	215,817		
PUBLIC DEFENDER	100,000	138,000	138,000		
HOMELESS SERVICES	999,903	1,000,000	1,000,000		
ECONOMIC STABILIZATION - NON-PROFIT PROGRAM		500,000			
SENIOR RESOURCES EMERGENCY NUTRITION PROGRAM		250,000			
DETENTION CENTER PER DIEM	380,985	600,000	600,000		
SPECIAL EMERGENCY RESERVE		3,150,000			
NON-DEPARTMENTAL & MISC.	23,361	40,000	40,000		
OFFICE SPACE LEASE - 1225 LADY STREET	632,322	640,000	640,000		
BAD DEBT/CASH OVER/SHORT/SALES TAX	8,705		-		
TOTAL NON-DEPARTMENTAL	6,181,400	11,954,614	8,142,571	(3,812,043)	-31.89%
TOTAL EXPENDITURES	126,975,612	142,002,588	128,925,479	(13,077,109)	-9.21%
<u>TRANSFERS OUT</u>					
TO INTERNAL SERVICE FUNDS	3,087,000	3,169,923	3,169,923		
TO DEBT SERVICE	4,955,600	3,668,213	4,145,288		
TO COMPONENT UNIT	1,614,151	1,661,711	1,614,151		
TO OTHER FUNDS	246,927		-		
TO SMALL BUSINESS PROGRAMS		1,500,000			
TO CAPITAL IMPROVEMENTS	416,426	485,000	485,000		
TO CAPITAL REPLACEMENTS	-	9,250,000	-		
TOTAL TRANSFERS OUT	10,320,104	19,734,847	9,414,362	(10,320,485)	-52.30%
TOTAL BUDGET	137,295,716	161,737,435	138,339,841	(23,397,594)	-14.47%
TOTAL SURPLUS/(DEFICIT)	3,905,930	0	0		

Attachment: Budget_Summaries (5965 : Ordinance No.: 2020-050 Adopt 2020-2021 Budget)

WATER/SEWER OPERATING FUND SUMMARY
FY 2020/2021

	ACTUAL FY 18/19	3/20/2020 AMENDED BUDGET FY 19/20	PROPOSED FY 20/21	Increase / (Decrease)	% Change
<u>REVENUE</u>					
WATER SALES	91,951,579	102,504,614	101,191,576		
SEWER SALES	54,326,690	57,287,368	62,386,428		
MISCELLANEOUS REVENUE	241	45,042	45,042		
FINES AND FORFEITURES	806,215	656,500	656,500		
TOTAL OPERATING REVENUES	147,084,725	160,493,524	164,279,546	3,786,022	2%
<u>NON-OPERATING REVENUE & TRANSFERS IN</u>					
INTEREST	7,381,337	3,964,600	4,240,557		
RENTS & USE OF PROPERTY	279,522	162,328	162,328		
FROM FUND BALANCE		6,325,000			
TOTAL NON-OPERATING REVENUES	7,660,859	10,451,928	4,402,885	(6,049,043)	-58%
TOTAL REVENUE & TRANSFERS IN	154,745,584	170,945,452	168,682,431	(2,263,021)	-1%
<u>EXPENDITURES</u>					
ADMINISTRATION	507,857	1,186,754	1,252,681		
CUSTOMER CARE CENTER	4,587,481	5,164,867	5,389,795		
FINANCE	1,551,971	2,089,810	2,085,662		
FIRE HYDRANT MAINTENANCE	543,293	626,617	639,756		
POLICE - CSO/PUBLIC SAFETY	1,054,314	1,427,539	1,372,396		
PUBLIC WORKS-STREET REPAIR	983,834	1,625,964	1,768,737		
GENERAL SERVICES PUBLIC BLDGS.	1,818,153	2,393,145	2,473,890		
GIS MANAGEMENT	577,115	660,635	758,354		
UTILITIES	47,735,963	65,482,528	69,776,979		
ENGINEERING	11,543,661	12,727,389	14,419,202		
TOTAL OPERATING	70,903,642	93,385,248	99,937,452	6,552,204	7%
<u>Non-Operating Departments & Non-Departmental</u>					
ECONOMIC DEV DEPARTMENT	984,336	1,289,747	1,337,051		
TOTAL NON-OPERATING DEPARTMENTS	984,336	1,289,747	1,337,051	47,304	4%
DEBT SERVICE	24,026,729	37,525,517	41,946,034		
ECONOMIC DEV SPECIAL PROJECTS	53,500	78,500	78,500		
TECHNOLOGY REPLACEMENTS	7,495	1,000,000	1,000,000		
NON-DEPARTMENTAL	50,000	85,000	35,000		
BAD DEBT	3,708,798	795,328	0		
RESERVE	0	6,141,432	898,714		
TOTAL NON-DEPARTMENTAL OPERATING	27,846,522	45,625,777	43,958,248	(1,667,529)	-4%
<u>TRANSFERS OUT</u>					
TO GENERAL FUND/INDIRECT COST ALLOCATION	4,189,680	4,189,680	4,189,680		
TO GENERAL FUND - COVID 19 EMERGENCY RESPONSE	0	6,325,000	2,000,000		
TO WATER/SEWER CAPITAL IMP.	20,000,000	17,500,000	14,000,000		
TO INTERNAL SERVICE FUNDS	2,991,635	2,630,000	3,260,000		
TOTAL TRANSFERS	27,181,315	30,644,680	23,449,680	(7,195,000)	-23%
TOTAL BUDGET	126,915,815	170,945,452	168,682,431	(2,263,021)	-1%
TOTAL SURPLUS/(DEFICIT)		0	0		

Attachment: Budget_Summaries (5965 : Ordinance No.: 2020-050 Adopt 2020-2021 Budget)

STORM WATER OPERATING SUMMARY
FY 2020/2021

	ACTUAL FY 18/19	BUDGET FY 19/20	PROPOSED FY 20/21	Increase / (Decrease)	% Change
<u>REVENUE</u>					
<u>Operating Revenue</u>					
STORM WATER FEE	13,625,800	13,988,299	13,988,299		
STORM WATER REVIEW	14,950	20,000	20,000		
STORM WATER INSPECTIONS	7,700	15,000	15,000		
TOTAL OPERATING REVENUES	13,648,450	14,023,299	14,023,299		
<u>Non-operating Revenue & Transfers</u>					
INTEREST & USE OF PROPERTY	966,169	346,800			
TRANSFER FROM STORM WATER IMPROVEMENTS	252,133				
TOTAL NON-OPERATING REVENUES	1,218,302	346,800	0	(346,800)	-100%
TOTAL REVENUES & TRANSFERS IN	14,866,752	14,370,099	14,023,299	(346,800)	-2%
<u>EXPENDITURES</u>					
<u>DEPARTMENTS</u>					
ENGINEERING	1,827,716	3,253,432	3,089,966		
PUBLIC WORKS	2,410,856	4,299,662	4,799,185		
TOTAL DEPARTMENTS	4,238,572	7,553,094	7,889,151	336,057	4%
<u>NON-DEPARTMENTAL EXPENSES</u>					
DEBT SERVICE	0	2,492,986	2,490,250		
BAD DEBT	4,040	0	0		
RESERVE	0	2,029,019	2,029,019		
TOTAL NON-DEPARTMENTAL	4,040	4,522,005	4,519,269	(2,736)	-0%
<u>TRANSFERS OUT</u>					
TO GENERAL FUND/INDIRECT COST ALLOCATION	560,000	560,000	560,000		
TO STORM WATER CAPITAL PROJECTS	11,431,824	1,735,000	1,054,879		
TOTAL OTHER	11,991,824	2,295,000	1,614,879	(680,121)	-3%
TOTAL BUDGET	16,234,436	14,370,099	14,023,299	(346,800)	-2%
TOTAL SURPLUS/(DEFICIT)		0	0		

Attachment: Budget_Summaries (5965 : Ordinance No.: 2020-050 Adopt 2020-2021 Budget)

PARKING OPERATING FUND SUMMARY
FY 2020/2021

	ACTUAL FY 18/19	BUDGET FY 19/20	PROPOSED FY 20/21	Increase / (Decrease)	% Chan
<u>OPERATING REVENUES</u>					
STREET PARKING METERS	3,056,122	3,100,000	2,480,000	(620,000)	
PARKING GARAGES	3,172,197	3,083,000	2,820,000	(263,000)	
PARKING LOTS	483,762	355,400	309,400	(46,000)	
MISCELLANEOUS REVENUE	15,132	11,750	11,750	0	
VALIDATIONS	38,526	10,000	45,000	35,000	
IN-OUT PARKING	70,715	70,000	63,000	(7,000)	
PARKING METER BAG FEE	177,430	185,000	166,500	(18,500)	
NON-MOVING VIOLATIONS	1,628,362	1,723,423	1,601,000	(122,423)	
TOTAL REVENUE	8,642,246	8,538,573	7,496,650	(1,041,923)	-12.
<u>NON-OPERATING & TRANSFERS IN</u>					
INTEREST REVENUE	168,448	120,200	120,200		
RENTS & USE OF PROPERTY	111,560	103,400	110,400		
FROM FUND BALANCE	0	96,797	0		
TOTAL NON-OPERATING & TRANSFERS	280,008	320,397	230,600	(89,797)	-28.
TOTAL REVENUES & TRANSFERS IN	8,922,254	8,858,970	7,727,250	(1,131,720)	-12.
<u>EXPENDITURES</u>					
<u>Operating Departments</u>					
TOTAL OPERATING DEPARTMENTS	4,119,082	5,082,997	4,119,082	0	0.
<u>Non-Departmental</u>					
DEPRECIATION		0	0		
DEBT SERVICE	2,722,799	2,706,959	2,711,776		
NON-DEPARTMENTAL/MISC.	215,483	5,000	0		
TECHNOLOGY REPLACEMENT	0	100,000	0		
BAD DEBT / YEAR END ACCRUALS	42,900	0	0		
RESERVE	0	72,014	4,392		
TOTAL NON-DEPARTMENTAL	2,981,182	2,883,973	2,716,168	(265,014)	-8.
<u>TRANSFERS OUT</u>					
TO GENERAL FUND	500,000	500,000	500,000		
TO CAPITAL IMPROVEMENTS	0	0	0		
TO RISK MANAGEMENT					
TO INTERNAL SERVICES	377,118	392,000	392,000		
TO PURCHASING					
TOTAL TRANSFERS	877,118	892,000	892,000	14,882	1.
TOTAL BUDGET	7,977,382	8,858,970	7,727,250	(250,132)	-3.
TOTAL SURPLUS/(DEFICIT)	944,872	0	0		

Attachment: Budget_Summaries (5965 : Ordinance No.: 2020-050 Adopt 2020-2021 Budget)

HOSPITALITY TAX SUMMARY

FY 2020/2021

		12/3/19; 3/20/20			
		ACTUAL FY 18/19	AMENDED BUDGET FY 19/20	PROPOSED FY 20/21	DIFF Inc/(Dec) CHAN %
<u>REVENUES</u>					
HOSPITALITY TAX		11,759,577	11,138,972	7,100,777	
FINES & LATE FEES		87,384	40,000	40,000	
INTEREST		21,787		25,000	
TOTAL REVENUES		11,868,748	11,178,972	7,165,777	(4,013,195) -35.9%
<u>TRANSFERS IN & OTHER FINANCING</u>					
FM FUND BALANCE		456,994	177,743		
TOTAL REVENUE & TRANSFERS IN		12,325,742	11,356,715	7,165,777	(4,190,938) -36.9%
<u>EXPENDITURES</u>					
HOSPITALITY TAX COMMITTEE ALLOCATIONS		2,506,063	2,066,213		
PRIOR YEAR CARRYFORWARDS			52,943		
LINE ITEM AGENCIES		2,605,768	2,746,044	-	
COUNCIL ALLOCATIONS		752,553	803,049	2,583,982	
<u>TRANSFERS OUT</u>					
TO GEN. FUND		3,700,000	2,775,000	1,540,000	
TO DEBT SERVICE		2,761,358	2,913,466	3,041,795	
TOTAL TRANSFERS OUT		6,461,358	5,688,466	4,581,795	
TOTAL BUDGET		12,325,742	11,356,715	7,165,777	(4,190,938) -36.9%
TOTAL SURPLUS/(DEFICIT)		0	0	0	

Attachment: Budget_Summaries (5965 : Ordinance No.: 2020-050 Adopt 2020-2021 Budget)

ACCOMMODATIONS TAX

FY 2020/2021

	ACTUAL FY 18/19	AMENDED FY 19/20	PROPOSED FY 20/21	Increase / (Decrease)	% Change
<u>REVENUES</u>					
ACCOMMODATIONS TAX	2,944,111	2,686,160	1,472,056		
INTEREST EARNINGS	12,831				
TOTAL REVENUES	2,956,942	2,686,160	1,472,056		
<u>TRANSFERS IN</u>					
FROM FUND BALANCE	155,242	14,742			
TOTAL REVENUE & TRANSFERS IN	3,112,184	2,700,902	1,472,056	(1,228,847)	-46%
<u>EXPENDITURES</u>					
ACCOMMODATIONS TAX ALLOCATIONS					
CONVENTION & VISITORS BUREAU	2,503,186	2,148,887			
LAKE MURRAY TOURISM	441,739	379,215			
COMMITTEE ALLOCATIONS	2,944,925	2,528,102	1,374,703	(1,153,399)	
5% ALLOCATION	3,009	6,000	72,353		
COMMITTEE EXPENSES		3,000			
LOURIE SENIOR CENTER	26,000				
TOGETHER WE CAN READ	19,450	25,000			
RICHLAND COUNTY LIBRARY		5,000			
SENIOR RESOURCES (grant match)		25,000			
COLUMBIA COUNCIL OF NEIGHBORHOODS	10,000				
ONEColumbia	83,800	83,800			
TOTAL GENERAL ALLOCATIONS (5%)	142,259	147,800	72,353	(75,447)	
TOTAL EXPENSES	3,087,184	2,675,902	1,447,056	(1,228,847)	-46%
<u>TRANSFERS OUT</u>					
TO GENERAL FUND	25,000	25,000	25,000		
TOTAL OTHER FUNDS	25,000	25,000	25,000	-	0%
TOTAL BUDGET	3,112,184	2,700,902	1,472,056	(1,228,847)	-46%
TOTAL SURPLUS/(DEFICIT)	0	0	0		

Attachment: Budget_Summaries (5965 : Ordinance No.: 2020-050 Adopt 2020-2021 Budget)



FY 2020/2021 Capital Improvement Program

Water & Sewer CIP
Storm Water CIP





PROPOSED FY20-21 Water CIP

Project Number	Project Name	Type of Improvement	FY20-21 P
WM4323	Unforeseen Projects	Other	1,500,00
		Total Other	\$ 1,500,00
WM4547	Bitternut BPS Improvements	System Expansion	1,000,00
		Total System Expansion	\$ 1,000,00
WM3355	Utility Conflicts (Annual)	Utility Relocation	3,000,00
		Total Utility Relocation	\$ 3,000,00
WM4549	Alternative Raw Water Pump Station at Canal WTP (Phase 1 of 2)	Water Plant	3,000,00
WM4545	Canal and Lake Murray WTP Filter Improvements	Water Plant	3,500,00
		Total Water Plant	\$ 6,500,00
WM3001	Water Quality Projects City Wide (Services & 2-inch water line replacement) (Annual)	Water Quality	3,000,00
		Total Water Quality	\$ 3,000,00
		Total Water CIP	\$15,000,00

PROPOSED FY20-21 Wastewater CIP

Project Number	Project Name	Type of Improvement	FY20-21 P
SS7560	Lower Crane Creek Storage Facility and Pump Station	Capacity	1,700,00
SS7562	Gills Creek Relief Sewer Phase 1	Capacity	750,00
SS7564	WCPS Improvements	Capacity	750,00
SS7565	Lower Kinley Creek Sewer Improvements	Capacity	1,000,00
SS7566	Upper Kinley Creek Sewer Improvements Phase 2	Capacity	500,00
		Total Capacity	\$ 4,700,00
SS7236	CD Program Management	Other	4,500,00
SS7286	CE Projects not yet Defined	Other	2,000,00
SS7288	Unforeseen & Miscellaneous Projects	Other	2,000,00
		Total Other	\$ 8,500,00
SS7424	Broad River 02 SSES	Rehab	8,150,00
SS7548	Shady Lane FM Replacement	Rehab	400,00
SS7554	Harbison #4 PS/FM	Rehab	250,00
		Total Rehab	\$ 8,800,00
SS7561	Sewer Utility Relocation	Utility Relocation	3,000,00
		Total Utility Relocation	\$ 3,000,00
		Total Wastewater CIP	\$25,000,00
		Total Water and Wastewater CIP	\$40,000,00

Attachment: Budget_Summaries (5965 : Ordinance No.: 2020-050 Adopt 2020-2021 Budget)

PROPOSED FY20-21 STORMWATER CIP

Fiscal Year 20/21 Stormwater CIP		
Project ID	Project Title	FY 20-21 Plan
SD8159	Gregg & Gervais Phase 2	\$225,000
SD8395	Taylor & Washington 60" Improvement	\$397,650
SD8435	Whaley at Railroad Crossing Stormwater Upgrade	\$562,500
SD8439	Whaley & Main Street Crossing Upgrade	\$562,500
SD8325	Shandon Phase 2	\$3,019,027
SD8013	Eightmile Branch from Danfield to Chinaberry	\$270,000
SD8471	Allen-Benedict Bioretention (LID-40)	\$375,000
SD8473	Belvedere Stream Stabilization	\$709,203
SD8434	Stream Restoration along Rocky Branch (Maxcy Gregg)	\$850,000
SD8438	Queen Street	\$2,754,706
SD8468	Yorkshire	\$2,529,900
SD8449	Gills Creek Debris Removal	\$5,800,000
SD8371	Penn Branch Drainage Improvements	\$1,510,460
SD8474	Stormwater Projects	\$450,000
TOTAL STORMWATER CIP		\$20,115,946

Attachment: Budget_Summaries (5965 : Ordinance No.: 2020-050 Adopt 2020-2021 Budget)



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-046 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- 2020-046 amend Sec 23-205 Stormwater service charge rates (defer 2020 increase) (PDF)

ORDINANCE NO.: 2020-046

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b)

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b), is amended to read as follows:

Sec. 23-205. Stormwater service charge rates.

(a) Stormwater service charge rates may be determined and modified from time to time by the Columbia City Council so that the total revenue generated by said charges and any other sources of revenues or other resources allocated to stormwater management by the city council to the stormwater management utility shall be sufficient to meet the cost of stormwater management services, systems, and facilities, including but not limited to the payment of principal and interest on debt obligations, operating expense, capital outlays, non-operating expense, provisions for prudent reserves, and other costs as deemed appropriate by the city council. The following stormwater service charge rates shall apply:

(1) Detached single-family dwelling units. Detached single-family dwelling units, as defined by this ordinance, shall be billed for one equivalent residential unit, as defined in this article.

(2) Other developed lands. All developed lands not classified as detached single-family dwelling units, as defined by this ordinance, shall be billed for one equivalent residential unit for each 2,454 square feet or fraction thereof of impervious area on the subject property. There will be no service charge for developed lands with fewer than 600 square feet of impervious area.

(b) The monthly stormwater service charge rate per equivalent residential unit, as defined in this ordinance, shall be:

\$ 11.80 Beginning July 1, 2017
 \$ 12.54 Beginning July 1, 2018
 \$ 13.32 Beginning July 1, 2019
~~\$ 14.15 Beginning July 1, 2020~~
\$ 14.15 Beginning July 1, 2021
~~\$ 15.03 Beginning July 1, 2021~~
\$ 15.03 Beginning July 1, 2022

This ordinance is effective as of July 1, 2020.

Requested by:

Mayor Benjamin _____

 Mayor

Approved by:

 City Manager

Approved as to form:

T. A. Knox

ATTEST:

 City Attorney

 City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-024 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Washington & Assembly, LLC, Richland County TMS # R09013-03-06, R09013-03-07, R09013-03-08, R09013-03-09, R09013-03-10, R09013-03-11, R09013-03-12, and R09013-03-13)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Planning Together

PURPOSE:

First reading approval was given on May 19, 2020.

ATTACHMENTS:

- Ordinance 2020 024 Washington & Assembly LLC (PDF)

HISTORY:

03/17/20	Columbia City Council	DEFERRED
05/19/20	Columbia City Council	APPROVED ON FIRST READING.

ORDINANCE NO.: 2020-024

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Washington & Assembly, LLC, Richland County TMS # R09013-03-06, R09013-03-07,
R09013-03-08, R09013-03-09, R09013-03-10, R09013-03-11, R09013-03-12, and R09013-03-13)*

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the County and Fairfield County, South Carolina ("Fairfield"), entered into an Agreement for Designation of the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (the "Original Agreement"), which Original Agreement was amended and restated pursuant to the Amended and Restated Master Agreement dated as of September 1, 2018 (as so amended and restated, the "Park Agreement"); and,

WHEREAS, pursuant to Section 1.02 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinance of the County Council of the County and delivery of notice of such enlargement to Fairfield County; and,

WHEREAS, Washington & Assembly, LLC, a Delaware Limited Liability Company (the "Developer"), is a market rate housing project, to be located on parcels located in the City, as more particularly described on Exhibit A (the "Property," together with the development, "Project"), consisting of total taxable investments by the Developer in real and personal property of not less than \$80,000,000; and,

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

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

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

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

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

BE IT ORDAINED by the Mayor and City Council this __ day of _____, 2020 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

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

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

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

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

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

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

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

Requested by:

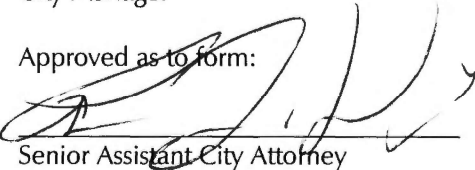
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2020-024
EXHIBIT A
PROPERTY DESCRIPTION

TRACT 1 All that certain piece, parcel or lot of land situate, lying and being on the west side of Assembly Street, between Washington and Hampton Streets, in the City of Columbia, County of Richland and State South Carolina, known as 1413 Assembly Street, and being bounded as follows: North by lot now or formerly of Ruby Williamson Ebert, and measuring thereon Two Hundred Eight feet Eight Inches (208'8") more or less; East by Assembly Street and fronting thereon Fifty Feet (50') more or less; South by property of W.L. Hampton, Sr. and K.&G. Golding Co. and measuring thereon Two Hundred Eight Feet and Eight Inches (208'8") more or less; West by lot of W.L. Hampton, Sr., and measuring thereon Fifty Feet (50').

TMS No.: R09013-03-06

TRACT 2 All that certain piece, parcel or lot of land with various improvements thereon, situate, lying and being on the western side of Assembly Street, between Washington and Hampton Streets, in the City of Columbia, County of Richland and State South Carolina, being rectangular in shape and measuring One Hundred Forty-Four (144') feet, more or less, on the Northern and Southern sides; Thirty-Five Feet Ten Inches (35'10"), more or less, on its Eastern and Western sides, bounded on the North by lot now or formerly of Stackhouse, East by Assembly Street, South by Lot now or formerly of Hardy, or others, West by lot now or formerly of Berry.

TMS No.: R09013-03-07

TRACT 3 All that certain piece, parcel or lot of land together with the improvements thereon (known as Nos. 1405-1407 Assembly Street), situate, lying and being on the Western side of Assembly Street, between Washington and Hampton Streets, in the City of Columbia, in School District No. 1 of Richland County, State of South Carolina, being in the shape of a rectangle, measuring on its Northern and Southern sides Fifty-Three and One Hundred Seventy-Five Thousandths (53.175') feet, more or less, and on its Eastern and Western sides Thirty-Seven and Seventy-Five Thousandths (37.075') feet, more or less, being bounded as follows, to-wit: On the North by lot now or formerly of Evans; on the East by the said Assembly Street; on the South by lot now or formerly of Kirby; and on the West by lot now or formerly of Saluda Investment Company.

TMS No.: R09013-03-08

TRACT 4 All that certain piece, parcel or lot of land situate, lying and being on the Northern side of Washington Street, between Assembly and Park (Gates) Streets, in the City of Columbia, South Carolina, being in shape a rectangle, measuring on its northern and southern sides eighty-nine (89') feet, more or less, and on its eastern and western sides seventy-three (73') feet, more or less, being bounded on the north and east by lands now or formerly of Hiller, on the south by said Washington Street, and on the west by premises known as 1017 Washington Street; said premises being known as 1019-21-27 Washington Street.

TMS No.: R09013-03-10

TRACT 5 All those two certain pieces, parcels or lots of land situate, together with the improvements thereon, known as No. 1015 and No. 1017 Washington Street, situate, lying and being on the North side of Washington Street, between Assembly and Park Street, in the City of Columbia, County of Richland, State of South Carolina. Said lots together measuring on its Northern and Southern sides Sixty-Two feet Five Inches and

on its Eastern and Western sides One Hundred Ten feet; be all the said measurements a little more or less, and said lots being bounded as follows: On the North by property now of W.L. Hampton, Formerly Robinson and Sweeney; on the East by property of W.L. Hampton, formerly of Belser; on the South by Washington Street, fronting thereon; and on the West by property of W.L. Hampton, formerly of Ray and Sessions.

Together with all right, title and interest, if any, in and to a strip Two feet in width extending along the Northern boundary line of the lots hereinabove conveyed and a strip One foot in width extending along the Eastern boundary of the lot herein conveyed; said rights and privileges being set forth in deed of Cornelious C. Reamer to Oskar Konrad and Fanny Konrad recorded in Deed Book "BT" at Page 73 on August 31, 1917.

TMS No.: R09013-03-11 and R09013-03-12

TRACT 6 All that certain piece, parcel or lot of land situate, lying and being on the Northern side of Washington Street, between Assembly Street and Park Street, in the City of Columbia, County of Richland and State of South Carolina, being a rectangle measuring on its northern and southern sides Fifty-two (52') feet Two (2") inches, more or less, and on its eastern and western sides Two Hundred Eight (208') feet Eight (8") inches, more or less, and being bounded on the North by lots now or formerly of Starling and David; on the East by lots now or formerly of Vreman or David and Metze; on the South by Washington Street, and on the West by property now or formerly of Stokes.

Less and Excluding from Tract 6:

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being located in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Parcel A, containing 0.051 Acres, also shown as containing 2,218 square feet, more or less, on a plat prepared for Richland County Library by Survey One, LLC dated June 29, 2017 and recorded in Plat Book 2246 at Page 3349 in the Register of Deeds for Richland County and having such metes and bounds as will be shown by reference to said plat. The metes and bounds shown on said plat are incorporated herein reference.

TMS No.: R0913-03-13

TRACT 7 All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being on the Northwest corner of the intersection of Washington Street and Assembly Street, in the City of Columbia, County of Richland, State of South Carolina, being shown on a plat prepared for Angeline Miller and Robert Miller by Gene L. Dinkins, RLS, dated May 6, 1985 and recorded in Plat Book 50 at Page 4168, Office of the Register of Deeds for Richland County, and being more particularly described according to said plat as follows: Beginning at a nail approximately 50 feet from the center line of the right of way of Washington Street and approximately 75 feet from the center line of the right of way of Assembly Street, being at the Northwest intersection of said streets, and running S66°19'W for a distance of 53.97 feet to a point; thence turning and running N23°43'W for a distance of 35.58 feet to a point; thence turning and running N66°20'E for a distance of 54.14 feet to a point; thence turning and running S23°27'E for a distance of 35.57 feet to the point of beginning.

TMS No.: R09013-03-09

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF
THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK
JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO
INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND
COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC
INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR
PUBLIC INFRASTRUCTURE CREDITS TO A COMPANY
IDENTIFIED FOR THE TIME BEING AS PROJECT NOVEL;
AND OTHER RELATED MATTERS.**

WHEREAS, Richland County ("County"), acting by and through its County Council ("County Council"), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park ("Fee Payments");

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments ("Public Infrastructure Credit") to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding infrastructure serving the County (collectively, "Public Infrastructure");

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina ("Fairfield"), the I-77 Corridor Regional Industrial Park ("Park") and executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 ("Park Agreement"), which governs the operation of the Park;

WHEREAS, a company identified for the time being as Project Novel, a limited liability company organized and existing under the laws of the State of _____ (and/or a related or affiliated entity, collectively or alternatively, the "Company"), has, as part of a commercial development to be located in the County, committed to establish market rate housing in the County ("Project") including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) ("Land"), consisting of total taxable investment by the Company in real and personal property of not less than \$80,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure;

WHEREAS, at the Company's request, the County desires to expand the boundaries of the Park and to amend the Park Agreement to include the Land and other real and personal property comprising the Project ("Property") in the Park; and

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A ("Agreement"), to provide Public Infrastructure Credits against the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Statutory Findings. Based on representations made by the Company to the County, the County finds that the Project and the Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens.

Section 2. Expansion of the Park Boundaries, Inclusion of Property. The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council ("Chair"), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park's boundaries to include the Property is complete on the adoption of this Ordinance by County Council, receipt of the consent of the City of Columbia, the municipality in which the Property is located, as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property, which written notice shall include a copy of this Ordinance and identification of the Property.

Section 3. Approval of Public Infrastructure Credit; Authorization to Execute and Deliver Agreement. The Public Infrastructure Credits, as more particularly set forth in the Agreement, against the Company's Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement's terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

Section 4. Further Assurances. The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Agreement.

Section 5. Savings Clause. The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. General Repealer. Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. Effectiveness. This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: February 18, 2020
Second Reading: _____, 2020
Public Hearing: _____, 2020
Third Reading: _____, 2020

EXHIBIT A
FORM OF AGREEMENT

92 of 156

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT NOVEL

Effective as of: _____, 2020

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of _____, 2020 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and a company identified for the time being as PROJECT NOVEL, a _____ limited liability company (as hereinafter defined “Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, as part of a commercial development to be located in the County, the Company has committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified by Exhibit A (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$80,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on _____, 2020 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park, subject to the consent to such expansion being granted by the City of Columbia, South Carolina (the “City”) in accordance with Section 4-1-170(C) of the Act;

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Public Infrastructure, including, but not limited to, the Company Public Infrastructure, will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

Section 1.2. *Representations and Covenants by the Company.* The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of _____, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, each as defined below, at the Project;
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound; and
- (d) The Company covenants to complete any and all Company Public Infrastructure (as defined herein) in a workmanlike manner and in accordance with all applicable codes and regulations.

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$80,000,000 in taxable property in the Project ("Investment Commitment") by _____, 2025 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the

Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in the Public Infrastructure as described on Exhibit B hereto ("Company Public Infrastructure"). The Company shall certify its actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County's Economic Development Department sufficient to reflect the Company's investment in the Company Public Infrastructure, in form and substance reasonably acceptable to the County. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth in Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify the Company's investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Deadline (the "Verification Date"), provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described in Exhibit B.

(b) For each tax year for which the Company is entitled to a Public Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual Fee Payment bill with respect

to the Project net of the Public Infrastructure Credit set forth in **Section 2.3 (a)** (“Net Fee Payment”). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

(d) The County makes no representation or warranty with respect to the Company Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Company Public Infrastructure.

Section 2.4. Filings; Administration. To assist the County in administering the Public Infrastructure Credit, with respect to the Company’s Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term, prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County’s Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, with respect to the Company. The County and the Company further acknowledge and agree that the Land, as identified by Exhibit A as of the original execution and delivery of this Agreement, reflects the present anticipation as to the general boundaries of the land upon which the Project will be located and that, as the specific boundaries upon which the Project will be located are delineated, as an additional means of assisting the County in administering the Public Infrastructure Credit, the Company and the County will work cooperatively to properly assign the Project with a specific identifying description including, but not limited to, one or more tax map numbers.

Section 2.5 Cumulative Public Infrastructure Credit. The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested by the Company in Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with **Section 2.3** of this Agreement.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are “Events of Default” under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) An abandonment or closure of the Project; for purposes of this Agreement, “abandonment or closure of the Project” means failure to place all or a portion of the Project in service by December 31, 2025;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in **Sections 2.1** and **2.2** and under **(a)** above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. Nonwaiver. A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. Examination of Records; Confidentiality.

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; (iii) verifying the investment in Public Infrastructure; and (iv) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company. For purposes of this Agreement, "affiliated entity" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

Section 4.3. Provisions of Agreement for Sole Benefit of County and Company. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by

reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

(c) The County is not responsible for the Company Public Infrastructure and disclaims all liability with respect to the Company Public Infrastructure.

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this

Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
with a copy to (does not constitute notice):	Parker Poe Adams & Bernstein LLP Attn: Ray E. Jones 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202 Phone: 803.255.8000 Fax: 803.255.8017
if to the Company:	PROJECT NOVEL Attn: _____ _____ _____ Phone: _____ Fax: _____
with a copy to	Tushar V. Chikhlaker, Esq. Nexsen Pruet, LLC 1230 Main Street, Suite 700 (29201) Post Office Box 2426 Columbia, South Carolina (29202) Phone: 803.771.8900 Fax: 803.253.8277

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. Administrative Fees. The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding \$5,000. The Company will reimburse

the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. Entire Agreement. This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10 Agreement to Sign Other Documents. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. Agreement's Construction. Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. Counterparts. This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. Amendments. This Agreement may be amended only by written agreement of the Parties.

Section 4.15. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, PROJECT NOVEL has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

PROJECT NOVEL

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

[To be inserted]

A-1

106 of 156

EXHIBIT B (See Section 2.2)**DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE**

The Company Public Infrastructure includes a parking deck that will provide 405 spaces to residents of the development. In addition to the parking deck, a plaza and a park-like pathway between Assembly Street and the Richland County Public Library will be constructed, as well as general infrastructure benefiting the public around the perimeter of the Project, including, but not limited to, sidewalks, lighting, and landscaping. The anticipated total cost of the Company Public Infrastructure is approximately \$16,600,000, and is further detailed below:

Company Public Infrastructure Budget Estimate	
Description	Budget
Curbs, Gutters and Sidewalks	\$38,511
Traffic Signage and Bollards	\$3,018
Street Lighting	\$55,771
Library Plaza Improvements	\$484,967
Relocate Utilities Underground	\$484,967
405 Space Private Parking Garage	\$14,759,575
General Conditions	\$860,136
Total Projected Company Public Infrastructure Costs	\$16,686,945

Notwithstanding anything above or in this Agreement to the contrary, the Company and the County acknowledge and agree that: (i) the Company Public Infrastructure shall, subject to the provisions of **Section 2.2(c)** of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested in by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the specific line item budget amounts listed above are current estimates and the actual expenditures made by the Company with respect to each such line item may fluctuate as the Project develops.

EXHIBIT C (See Section 2.3)**DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT**

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10th year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

C-1

108 of 156

EXHIBIT D (See Section 2.5)
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 ("Prior Resolution"), which requires companies receiving economic development incentives from Richland County, South Carolina ("County") to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County's requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

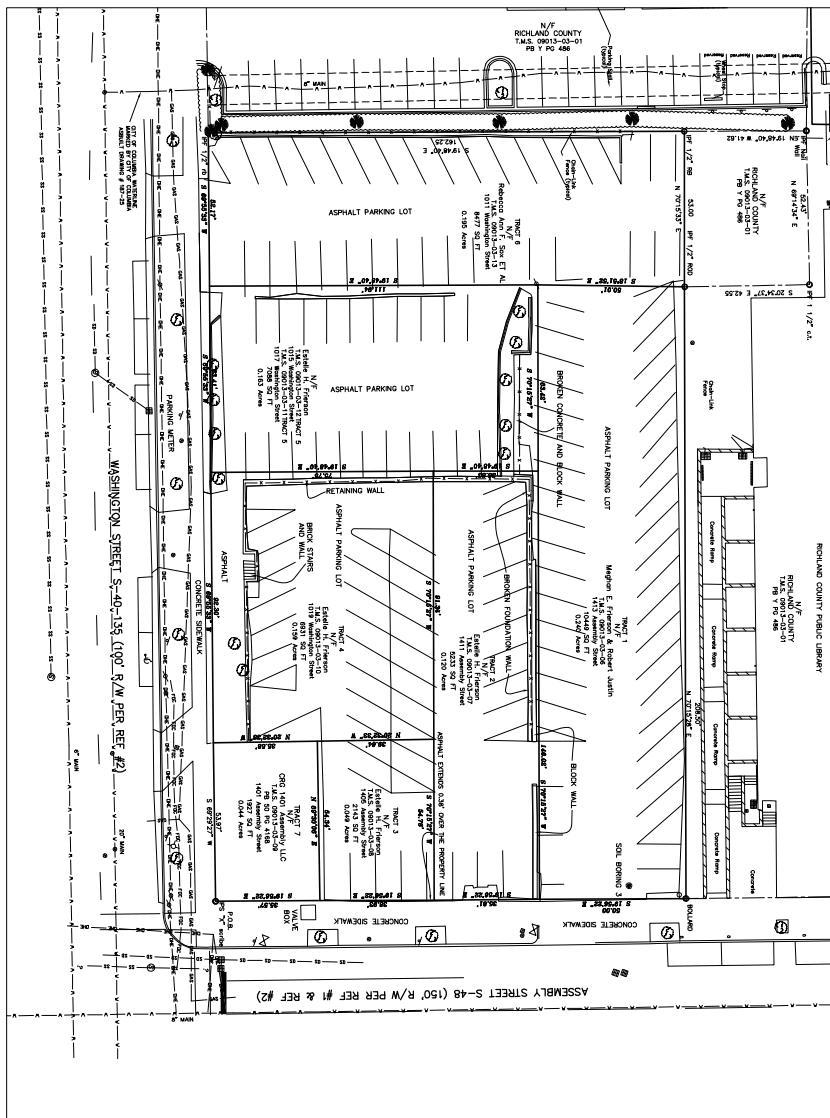
RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council



7. Easement in favor of South Carolina Electric and Gas Company as recorded in Deed Book 111, page 336 of the Robeson County Register, reference being made to the records thereof for the full particulars, (as to books 5 and 6) and DOES NOT effect the property.

8. Easement in favor of South Carolina Electric and Gas Company as recorded in Deed Book 136 of the Robeson County Register, reference being made to records thereof for the full particulars. This easement DOES effect the property and IS UNABLE to be polled.

Revisions:

1. Revised to add Revised Title Commitment to Survey: 09-22-16
2. Revised for changes to a/c. 11-21-19
3. Revised for New Title Commitment: 12-3-19
4. Revised for New Title Commitment: 1-07-2020

RUSSELL S. OWENS
S.C. Registered Land Surveyor no. 19404

PERSONAL

NAME: JAMES A. HARRIS

DOB: 05/20/1968

SSN: 00-00-0000

ADDRESS: 12345 MAIN ST, SUITE 100, DALLAS, TX 75201

PHONE: (214) 555-1234

EMAIL: JHARRIS@EXAMPLE.COM

PROPERTY

PARCEL ID: 123456789

TRACT: 10.00 AC

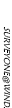
SECTION: 10

TOWNSHIP: 10N

RANGE: 10E

COUNTY: TARRANT

STATE: TEXAS



SURVEY ONE, LLC

601 NORTHWOOD ROAD, SUITE C
LEWISTON, SOUTH CAROLINA 29072

PHONE: (803) 808-5000 FAX: (803) 819-5947

EMAIL: INFO@NORTHWOOD.NET

NAME	DESCRIPTION
A	FIELD BOOK
B	FIELD BOOK
C	FIELD BOOK
D	FIELD BOOK

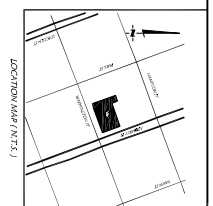
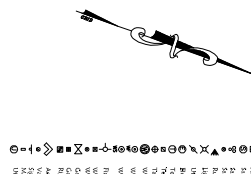


PREPARED FOR
CRG Acquisition, LLC, a Missouri Limited Liability Company
RICHLAND COUNTY, SOUTH CAROLINA

ALTA/NSPS Land Title Survey

The Committee:	1A.S. #98001-03-15, #98003-03-07, #98003-03-08, #98003-03-09, #98003-03-11, #98003-03-12
Committee #7386-1500	
1. Committment Date: November 18, 2019, RECISION 1 in Related County	
2. Policy (or Policies) to be Issued:	
a. A.L.I.A. Open Policy (2006)	\$4,150,000.00
Proposed named: CNO Acquisition LLC, a Missouri Limited Liability Company	
b. A.L.I.A. Non Policy (2006)	\$100,000.00
Estimated amount of payment: Agreement with purchase, or redempt, its successors and/or assigns at their respective liabilities may appear.	

7. By graphical analysis of the above data, this site is a Zone X₁. PER FILE# 452790004 H, codes Feb. 20, 2002
8. Literature on smoking during pregnancy has shown an association between smoking and low birth weight, prematurity, and stillbirth.





We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-061 Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1544 Main Street, Columbia, South Carolina Richland County TMS # R09014-09-24

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- R-2020-061 certify 1544 Main Street as Abandoned Building Site(PDF)

RESOLUTION NO.: R-2020-061

*Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1544 Main Street, Columbia, South Carolina
Richland County TMS # R09014-09-24*

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

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

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

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

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

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

WHEREAS, 1544 Main Street, LLC, a South Carolina limited liability company ("Taxpayer") is the developer of certain real property located at 1544 Main Street, Columbia S.C. (the "Property"), as identified on the Richland County Tax Maps as TMS # R09014-09-24; and,

WHEREAS, on April 14, 2020, 1544 Main Street, LLC filed with the South Carolina Department of Revenue a Notice of Intent to Rehabilitate the property for development into restaurant and/or commercial office space; 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 Site are abandoned as defined by Section 12-67-120; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 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 the Building Site is consistent with Section 12-67-120(2) of the Act.

Requested by:

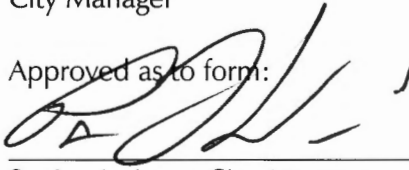
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Senior Assistant City Attorney

ATTEST:

City Clerk

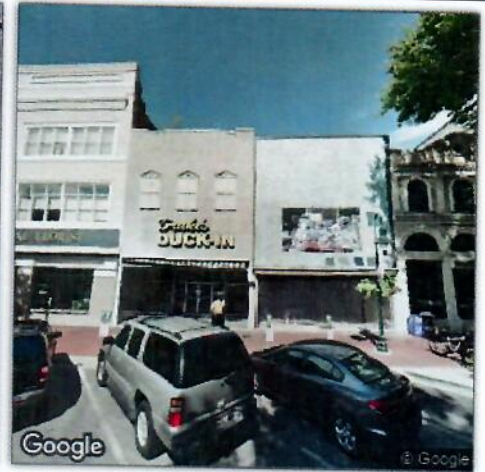
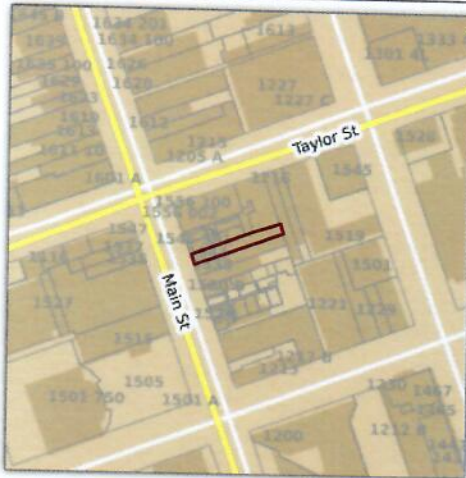
Introduced:

Final Reading:

Packet Pg. 537

1544 MAIN ST | R09014-09-24

Print



Address

Address	1544 MAIN ST
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	34.00633
Longitude	-81.03524
Elevation	311 ft

Census

Year	2010	2000	1990
Avg Hshld Income	\$42,554	\$19,722	\$18,274
Avg Home Value	\$236,100	\$112,500	\$150,000
Pop. Density (/sqmi)	7,690	1,802	1,394

Property

TMS	R09014-09-24
Owner	1544 MAIN LLC
Beds	0.0
Baths	2.0
Heated Sqft	2,975
Year Built	1929
Tax District	1CC
Land Value	\$209,000
Building Value	\$201,100
Taxable Value	\$410,100
Market Value	\$410,100
Last Sale	\$480,000 (05/29/2015)
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.	74
SC House Rep.	J. Todd Rutherford
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.



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-062 City of Columbia, South Carolina
Support of Fair, Direct Federal Emergency Support to Reopen
and Rebuild Local American Economies

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community,
Economic Prosperity - Endless Possibilities, Empowering Our
Residents, Enhancing Columbia's Neighborhoods, Innovative
& High Quality Municipal Services, Planning Together

ATTACHMENTS:

- R-2020-062 Support of Fair Direct Federal Emergency Support to Reopen and Rebuild (PDF)

RESOLUTION NO.: R-2020-062*City of Columbia, South Carolina Support of Fair, Direct Federal Emergency
Support to Reopen and Rebuild Local American Economies*

WHEREAS, America's cities, towns and villages face unprecedented threats due to the ongoing COVID-19 pandemic emergency; and,

WHEREAS, municipalities are essential to America's economic recovery and without funding support for local governments, municipalities may go from being a critical part of the economic solution, to becoming a major obstacle to long-term stabilization and recovery; and,

WHEREAS, America's cities, towns and villages will experience budgetary shortfalls of up \$134 billion in fiscal year 2020 alone, and the negative effects of the pandemic emergency on local communities will continue long after this year; and,

WHEREAS, three million critical municipal worker jobs are at risk, threatening cuts to basic community services, including 9-1-1 response, sanitation, and maintenance; and,

WHEREAS, communities have taken extraordinary measures to protect health, safety, and the continuation of essential services throughout the emergency; and,

WHEREAS, the City of Columbia, South Carolina, its citizens and businesses have been directly impacted by the COVID-19 shutdowns of local businesses and stay at home orders, which have resulted in temporary and permanent business closures, employee layoffs, and unprecedented long lasting financial hardships; and,

WHEREAS, America's rural communities and small towns are struggling just as much as big cities and risk being left behind or wiped out entirely; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2020 that the City of Columbia, South Carolina calls on Congress to allocate fair and direct federal support to all of America's communities, regardless of population size; and,

BE IT FURTHER RESOLVED that this funding must be flexible and address not only the additional expenses incurred by communities to respond to the pandemic emergency, but also the dramatic budgetary shortfalls resulting from pauses in commerce, tourism, other economic engines; and,

BE IT FURTHER RESOLVED that local governments will ensure federal funds are immediately used to rebuild and reopen the national economy; and,

BE IT FURTHER RESOLVED that funding will keep middle class workers employed and critical services operating; and,

BE IT FURTHER RESOLVED that the City of Columbia, South Carolina has been part of the emergency response and now calls on Congress to build a united national partnership for a safe, healthy, prosperous life.

Requested by:

Councilmember Devine

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney
Introduced:
Final Reading:

City Clerk



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Columbia Tree and Appearance Commission

**FUNDING SOURCE &
ORIGINAL BUDGET:**

Purpose: This committee protects, enhances and promotes the City of Columbia's natural resources and visual beauty. They oversee the development of a master plan for the beautification of the City of Columbia and its implementation.



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Central Midlands Regional Transit Authority

**FUNDING SOURCE &
ORIGINAL BUDGET:**

Purpose: The purpose of this board is to promote transportation opportunities for all citizens within the service area which shall initially consist of Richland County and limited service into Lexington County. This shall be done by providing transportation services and encouraging the cooperation and coordination of existing transportation providers. The Authority shall utilize revenues from the Authority's transportation system, government grants, contracts for services, intergovernmental agreements, franchising contracts, and any other source, and such funds as may be appropriated by the governing bodies of the Members of the Authority, in accordance with Article IV, Section 2 of the Second Amended Agreement.



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:
Legal advice pertaining to COVID-19



We Are Columbia

MEETING DATE: June 2, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Discussion of the employment of an employee pursuant to §30-4-70(a)(1)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Municipal Court