

Tuesday, June 7, 2016

6:00 PM

City Hall - Council Chambers

The Columbia City Council will conduct a Regular Meeting on Tuesday, June, 7, 2016 at 6:00 PM at City Hall - Council Chambers at 1737 Main Street, Columbia, SC 29201.

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

STAFF UPDATE / CITY COUNCIL DISCUSSION / PUBLIC INPUT

CONSENT AGENDA

1. Ford F550 Truck

*Fire Administration- Auto, Trucks, Heavy Equipment Capital
1012301- 658500 \$51,250.00*

2. Contract for Interim Services for the Hydroelectric Project with Lockhart Power

This contract will be funded from the operating budget of the Utilities and Engineering Department, under professional services, funding source 5511706 636600.

3. SS738701 Euclid Avenue Flood Repair Project

FY 15/16 Damaged occurred during October 2015 Flood and is currently being bypassed via temporary pumping incurring a cost of \$15,000.00 per month to manage.

4. Motorola Radios and Accessories - General Services Dept

5. CH2M Hill Engineers, Inc. On Call SS7320

The funding for this project has been identified as 5516205-SS7320-638305 (FY 15/16 O & M Budget attached)

6. Agreement for Engineering Services between the City of Columbia and Terracon Consultants, Inc., for services relating to the Water / Wastewater Maintenance Facility at the intersection of English Avenue and West Beltline Boulevard, Columbia.

The funding for this project has been identified as: 5529999-WM419102-658650 and 5529999-SS7266-658650 (See CIP Sheet attached)

7. American Engineering 6 Pump Stations SS7060
Funding 5529999-SS7060-658650 (FY15/16 CIP Sheet attached)
8. CO #1 WM379101 Water Main Construction Along Sylvan Dr, Shannon Springs Rd & Briarfield Rd
The total amount of this change order is \$296,276.20 of which \$100,000.00 will be deducted from the owner's contingency allowance included in the original contract. The remaining funds have been identified via savings in other projects budgeted in the FY 15/16 CIP as follows: \$196,276.20 will be taken from project WM300116 - Annual Water Quality Projects City Wide (Services & 2" water line replacement). With this change order, the revised contract amount is \$1,605,298.80. The Protégé was busy working on the original contract portion of the project so the Mentor crews completed the change order work to keep the project on schedule.
9. Starlite Pump Station Flow Study SS7325
Funding has been identified as: 5529999-SS7325-658650 (multiple FY's CIP Sheet Attached).

Original Contract Amount: \$315,315.00
Sub consulting services:
\$63,063.00 (20.0% of the total contract value) awarded to 4D Engineering will provide Civil Engineering services.
\$106,190.00 (33.68% of the total contract value) awarded to Hydrostructures will provide sewer assessment services.
\$4,000.00 (1.27% of the total contract value) awarded to Inman Land Surveying Co., will provide surveying services.
10. Motorola Radios and Accessories - Police Dept
11. SS7258 Gravity Sewer Route from Greenlawn Drive to Burnside #1 Pump Station
The purpose of this Capital Project consists of sewer repairs to Burnside #1 Pump Station.
12. AMR/AMI Feasibility Study and Project Management
Engineering- Special Contract (water/sewer)
5511706- 638305
13. COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT
14. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT & ZONING MAP AMENDMENT
15. ZONING MAP AMENDMENT
16. ZONING MAP AMENDMENT
17. ZONING MAP AND TEXT AMENDMENT
18. Zoning Map and Text Amendment
19. Map & Text Amendment
20. TEXT AMENDMENT
21. RESOLUTION NO.: R-2016-032 Authorizing consumption of beer and wine beverages only at the Palmetto Tasty Tomato Festival on July 16, 2016

PRESENTATIONS

- 22. Recognition of National Homeownership Month (June)
- 23. Music Month Proclamation

PUBLIC HEARINGS

- 24. ORDINANCE NO.: 2016-036 To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2017
- 25. ORDINANCE NO.: 2016-040 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates

ANNEXATIONS, COMPREHENSIVE PLAN MAP AMENDMENT & ZONING MAP AMENDMENT - FIRST READING

- 26. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT & ZONING MAP AMENDMENT
see case summary

ZONING MAP AMENDMENT - FIRST READING

- 27. ZONING MAP AMENDMENT

ORDINANCES - FIRST READING

28. ORDINANCE NO.: 2016-023 Granting encroachment to St. Luke Lutheran Church for directional signs on the southwest corner of Whaley Street and Wayne Street
29. ORDINANCE NO. : 2016-028 Granting an encroachment to the University of South Carolina for the use of the right of way areas of the 600 and 700 blocks of Park Street for installation and maintenance of bollards, parking spaces, accessible ramp with handrails, irrigation, curbing, gutters and sidewalks adjacent to the Carolina Coliseum at 701 Assembly Street, Richland County TMS #08915-08-01
30. Ordinance No.: 2016-029 - Granting an encroachment to the Knights of Columbus for installation and maintenance of brick pavers and sod within the right of way area of the 1600 block of Marion Street adjacent to its building at 1623 Marion Street, Richland County TMS #09014-05-05
31. ORDINANCE NO.: 2016-030 Granting an encroachment to Seth Thorp and Mae Young for installation and maintenance of a wrought iron fence within the right of way area of the 1800 block of Combahee Avenue adjacent to 329 Edisto Avenue, Richland County TMS #11311-01-02
32. Administrative Policies and Procedures
33. ORDINANCE NO.: 2016-046 AN ELEVENTH SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF COLUMBIA, SOUTH CAROLINA, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$281,000,000, IN ORDER TO REFINANCE CERTAIN OUTSTANDING INDEBTEDNESS AND TO FINANCE VARIOUS CAPITAL PROJECTS AND IMPROVEMENTS TO THE SYSTEM, ANY NECESSARY DEBT SERVICE RESERVES AND ISSUANCE COSTS; AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR ANY TWO OF THEM ACTING TOGETHER, TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; ADOPTING CONTINUING DISCLOSURE PROCEDURES; AND OTHER MATTERS RELATING THERETO.

RESOLUTIONS

34. RESOLUTION NO.: R-2016-037 Authorizing the City Manager to execute and ratifying the execution of an Agreement for Wastewater Treatment and Disposal by and between the City of Columbia and Palmetto of Richland, LLC

OTHER MATTERS

35. Conflict of Interest for Community Assistance Providers, Inc.
36. Traffic Calming Measures

APPOINTMENTS

- 37. Accommodations Tax Advisory Committee
- 38. Citizens Advisory Committee
- 39. Columbia Tree and Appearance Commission
- 40. Climate Protection Action Committee
- 41. Planning Commission
- 42. Property Maintenance Board of Appeals

COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC

EXECUTIVE SESSION

- 43. Receipt of legal advice which relates to matters covered by attorney-client privilege
Smoke-free Medical District
 - 44. Discussion of negotiations incident to proposed contractual arrangements - S.C. Code
§30-4-70(a)(2) Sewer Service Area Affordable Childcare
 - 45. Discussion of matters relating to the proposed location, expansion, or the provision of
services encouraging location or expansion of industries or other businesses in the area
served by the public body - S.C. Code §30-4-70(a)(5) Vista Studios
 - 46. Discussion of employment of an employee – S.C. Code §30-4-70(a)(2)
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R174910

1.a

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

Section: V
 Page: 5
 Date: 11/1/2015

CC-4: Cab / Chassis, 15,000 GVWR, Diesel Engine

<u>Contract Number:</u>	4400011605	<u>Contractor:</u>	Dick Smith Ford, Inc.
<u>Initial Contract Term:</u>	11/1/15 – 10/31/16	<u>Address:</u>	2800 Two Notch Rd Columbia, SC 29204
<u>Contract Rollover Dates:</u>		<u>Vendor #:</u>	7000088455
<u>Order Cutoff Date:</u>	4/1/2016	<u>Contact:</u>	Adam Gaffney
<u>Model:</u>	Ford F-450	<u>Email:</u>	adamgaffney@dicksmith.com
<u>Commodity Code:</u>	0705110100	<u>Telephone:</u>	(803) 343-5821
<u>Delivery:</u>	90 days ARO	<u>Fax:</u>	(803) 376-6237

BASE PRICE = \$37,699.00

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

Optional Additions

Body Installation Fee.....	\$275.00
*The Body Installation Fee is a charge based on the dealer arranging for bodies to be installed on this cab & chassis from the State contract vendor.	
Crew Cab (4 Door) – 84" CA.....	\$2,698.00
Cruise Control w/Tilt Steering.....	\$220.00
Operators Manual.....	Factory Standard
Operators Training.....	No Charge
Posi-traction or Limited Slip or Locking Differential.....	\$335.00
Repair Technician Training.....	No Charge
Shop Manual (For All Components, CD or DVD Preferred).....	\$165.00

Optional Deductions

Change from Diesel to Gasoline Engine (Reduce Battery Size to 650 CCA).....	Not Available until 2017
Sixty Inch (60") C/A.....	\$140.00
Step Entry/Egress (Standard State Spec.....	\$200.00

State Contract #4400011605

Base Price ----- \$37,699

Add 19,500 GVWR ----- \$3,466

Add limited slip rear ----- 335

Add body handling ----- 275

Add lee quote GS-04282016-D ----- 9,175

\$50,950.00

Tax 300.00

\$51,250.00

Thanks



LEE TRANSPORT EQUIPMENT INC.

Custom Quotation For:

City of Columbia

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

Personal Contact:

Edgar Heustess

Quote # GS-04282016-D

Date: 4/28/2016

Phone # 803-413-2746

Fax#

PRICING:

(South Carolina State Contract for Flat Bed Bodies Number 4400011643)

\$ -

Furnish and install Knapheide 12' flat bed model # PVMXS-123C to state contract specifications:

\$ 3,185.00

Add options for:

\$ -

Tommy Gate model G2-92-1650 TP-41.

\$ 3,295.00

1-36"X18"X18" Under body box installed on curb side.

\$ 425.00

1-36"X18"X18" Under body box installed on street side.

\$ 425.00

10,000# Receiver hitch installed with 7-way plug, ICC bumper and back up alarm.

\$ 495.00

40" High steel stake sides.

\$ 1,350.00

\$ -

\$ -

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\$ -

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\$ -

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\$ -

Price good for 30 days.

Tax not Inc.

\$ -

Insurance: Customers chassis covered with primary coverage insurance while

Price: \$ 9,175.00

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

Special Discount:

Chassis: F-550 C/A 84" Paint: White

Net Price: \$ 9,175.00

Other Data:

Local Option Tax: \$ -

State Sales Tax:

Total Price: \$ 9,175.00

Tax Exempt No

Terms:

Delivery Date:

Accepted By

Date:

By:

Lee Transport Equipment, Inc.

Greg L Stowers

STATE OF SOUTH CAROLINA

)

CONTRACT FOR INTERIM SERVICES

COUNTY OF RICHLAND

)

THIS CONTRACT FOR INTERIM SERVICES (this "Contract") entered into this 26th day of May, 2016, between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Lockhart Power Company (hereinafter referred to as "Lockhart" or the "Contractor"), for Lockhart to provide the Services (as defined herein).

WITNESSETH:

WHEREAS, the City was severely and catastrophically affected by record levels of rain from Saturday, October 3, 2015 through Tuesday, October 6, 2015, which the City maintains was a 1000 year rain event; and

WHEREAS, this catastrophic rain event resulted in widespread flooding throughout the City of Columbia causing fatalities, injuries, and the loss of homes, businesses, potable water and food supplies; and

WHEREAS, the President of the United States, Barack Obama, at the request of South Carolina Governor Nikki Haley, declared a Major Disaster pursuant to 42 U.S.C. Section 5170 for the City of Columbia and the County of Richland; and

WHEREAS, Governor Haley declared a state of emergency for the State of South Carolina and activated the National Guard for assistance due to the rainfall and resulting flooding; and

WHEREAS, when the Hydro Plant began experiencing flooding into the facility, Lockhart suspended operations of the Hydro Plant; and

WHEREAS, during the flood event of October 2015, the wall of the Columbia Canal was breached and, as a result, there was insufficient water flow in the Canal to support the operation of the City's water treatment plant or its hydroelectric plant located on the Columbia Canal (the "Hydro Plant"); and

WHEREAS, a temporary earthen wall was built upstream of the Columbia Canal breach in order to restore water availability for the water treatment plant intake (but not the hydroelectric plant) until the breach is repaired; and

WHEREAS, on May 31, 2011, Lockhart and the City entered into a Services Agreement ("Services Agreement") wherein the City contracted with Lockhart to act as operator and perform specific services related to the operation of the Hydro Plant (and Lockhart has continuously operated the Hydro Plant under the Services Agreement since its execution in 2011); and

WHEREAS, the City desires to retain the services of Lockhart, more fully enumerated in Exhibit A attached hereto, in connection with the operation of the Columbia Canal during the time that the canal is undergoing repairs; and

WHEREAS, the Parties intend that this is a "stand alone" contract for interim services to be performed by Lockhart, and it is expressly understood that this Contract does not in any way, change, modify, or amend the Services Agreement;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES

The City hereby engages Lockhart to perform the interim services set forth on Exhibit A (the "Services") and Lockhart hereby agrees to perform the Services, all in accordance with the terms hereof.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Lockhart, or any other party pertaining to any matter resulting from the Contract.

2. PERFORMANCE OF SERVICES

Lockhart shall perform the Services in a non-negligent, workmanlike manner, in accordance with standards prevailing in the industry under similar situations, and in material compliance with all applicable laws. Lockhart acknowledges that it has sufficient knowledge to perform the Services without any training or oversight from the City and shall perform the Services without any such training or oversight.

3. TERM OF CONTRACT

The Contract shall be for a period of twelve (12) months and will automatically renew month-to-month unless terminated by either party as provided herein.

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

4. ACCESS TO RECORDS

Lockhart shall make available for examination by the City all of its records with respect to all matters covered by this Contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under the Contract. In the event that the City submits this Contract as a project worksheet for FEMA reimbursement or other federal aid, Lockhart agrees to assist the City during the FEMA closeout process or federal audit process as requested by the City, regardless of whether or not this Contract has terminated.

In addition, the following access to records requirements apply to the Contract:

- A. Lockhart agrees to provide the City, and if at City's discretion, the FEMA Administrator, the Comptroller General of the United States, or other third party access to any books, documents, papers, and records of the Contract that are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. Lockhart agrees to permit any of the foregoing parties to reproduce, at the expense of the requestor, by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- C. All requests for access to Lockhart's records shall be made in writing.

5. AMENDMENTS

The parties may amend the Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both parties, and approved, where applicable, by the City's governing body.

The City may, in its discretion, and with 30 days prior notice, amend the Contract to conform with federal, state, or local governmental guidelines or policies.

6. ASSIGNABILITY/SUBCONTRACTING

Lockhart shall not assign or subcontract any interest in the Contract and shall not transfer any interest in the same without the prior written consent from the City. Lockhart shall be as fully responsible to the City for the acts and omission of its subcontractors, as it is for the acts and omissions of persons directly employed by Lockhart.

Lockhart shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder. For purpose of this Contract, the term "subcontractor" shall mean sub-consultants.

7. BREACH/WAIVER

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

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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

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

Lockhart agrees to include these requirements in each subcontract exceeding Twenty Five Thousand Dollars (\$25,000.00) financed in whole or in part with federal assistance provided by FEMA.

9. COMPENSATION

Lockhart acknowledges that federal financial assistance may be used to fund the Contract. Lockhart will comply will all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

A. The total fixed compensation to be paid by the City to Lockhart under this Contract shall be for services rendered at a rate of One Thousand and No/100 Dollars (\$1,000.00) per week, beginning January 1, 2016. The Parties acknowledge that this amount of compensation is adequate only to cover the routine inspections and maintenance items as described in Exhibit A. For any non-routine issues (as determined mutually by the parties) that arise for which the estimated expense is \$500 or greater, Lockhart shall first receive approval from the City's designated representative to address the issue, and Lockhart shall bill the City its associated actual cost, without any markup for profit. Lockhart shall provide appropriate documentation of such actual cost with its associated invoice. In the event that the City does not grant such approval, Lockhart may give notice of termination under Section 30 (A)(3) and shall not be required to perform the repair.

B. Lockhart shall submit invoices no less frequently than monthly for services rendered during the term. Each invoice submitted must describe the Services for which payment is requested, show payment calculations and specify the person(s) rendering such Services. Each invoice shall bear the authorized signature of a Lockhart representative, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount. Each invoice must also clearly identify any portion of the fee invoiced for subcontractor services specified in the Contract, and identify if the subcontractor is a Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise and Women Owned Business Enterprise.

If Lockhart elects to subcontract any provision of Services hereunder, Lockhart shall make such subcontracting opportunities available to a broad base of qualified subcontractors to ensure broad participation from Disadvantaged Business Enterprises (DBE), to include but not limited to Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise, and Women Owned Business Enterprise.

C. Lockhart shall, in performance of the Contract, only use those subcontractors which have been approved by the City.

D. Invoicing Procedure:

1. All invoices will be sent by Lockhart to the City's Project manager or his/her designee.
2. Lockhart's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed
3. The work completed by Lockhart must be the basis for full or percentage of completion payment on Lockhart's invoice.
4. Lockhart will not request payment for taxes on professional services, labor or installation fees.
5. Lockhart will not invoice, or request payment for any equipment or services that may be specified in this Contract prior to the delivery of said equipment or performance of said services.

6. All invoices shall include a valid Purchase Order number on the bill; if emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany Lockhart's invoice. Emergency purchases may not exceed one thousand dollars (\$1,000), in total and information as to that emergency purchase shall be provided to the City's project manager, within five (5) days of the same.
7. Lockhart shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have concerning this project.

Failure of Lockhart to follow these invoice requirements will result in the delay of payment of the invoices. For avoidance of doubt, the compensation to be paid by the City to Lockhart under the terms of this Agreement is payable by the City regardless of whether it is ultimately reimbursed by FEMA.

10. COMPLIANCE WITH THE CONTRACT / CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

For purposes of this Section 10, "contractor" shall refer to Lockhart.

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such Contract or any other Federal Contract with the same prime contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

- D. Subcontracts. Lockhart or subcontractors shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the sub consultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

11. COPELAND "ANTI-KICKBACK" ACT AND DAVIS BACON ACT

Lockhart must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 3 Lockhart and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States). The Act provides that each Lockhart or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. The City will report all suspected for reported violations to the federal awarding agency.

The Davis-Bacon Act applies to all projects applicable for Federal-aid construction projects exceeding \$2,000 and to all related subcontracts (regardless of subcontract size). Lockhart must comply with the 29 C.F.R. 5.5 "Agreement provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

12. DUTIES UPON TERMINATION

At termination of this Contract, Lockhart shall promptly provide the City with all records and data related to the Services in any format Lockhart is capable of producing and at no cost to the City, which were generated, created or received by Lockhart in performance of the Services or as the City may deem necessary to perform the required services by the City or Lockhart's successor. All records shall be free from any proprietary claims or interest. Lockhart agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

13. EQUAL EMPLOYMENT OPPORTUNITY (EEOC)

During the performance of this Contract, Lockhart agrees as follows:

- A. Lockhart will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. Lockhart will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Lockhart agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. Lockhart will, in all solicitations or advertisements for employees placed by or on behalf of Lockhart, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

- C. Lockhart will send to each labor union or representative of workers with which it has a collective bargaining Contract or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Lockhart's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. Lockhart will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. Lockhart will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of Lockhart's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Lockhart may be declared ineligible for further Government Contracts or federally assisted construction.

Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. Lockhart will include the portion of the sentence in the immediately preceding paragraph and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Lockhart will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Lockhart becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Lockhart may request the United States to enter into such litigation to protect the interests of the United States.

14. ETHICS

Lockhart and any Subcontractor is subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or

- C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

15. FINDINGS CONFIDENTIAL

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

In the event that the City receives a Freedom of Information Act request to provide confidential or proprietary information of Lockhart, the City will notify Lockhart as soon as practicable of such request.

16. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

Lockhart shall continue to maintain the insurance required under the Services Agreement for the term hereof, and Lockhart acknowledges that such insurance shall cover the provision of Services under this Contract. In the event that the Services Agreement terminates or is terminated by either party or otherwise, Lockhart shall continue to maintain the kinds and amounts of insurance required under the Services Agreement to cover any work done by Lockhart under this Contract.

Lockhart shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Lockhart's performance or non-performance of the services or subject matter called for in the Contract.

17. INDEPENDENT CONSULTANT/CONTRACTOR

Nothing contained in the Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Lockhart shall at all times remain an independent contractor with respect to the services to be performed under the Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance on behalf of Lockhart employees.

18. INTEREST OF CONSULTANT

As it relates to this Contract, Lockhart represents that it presently has no interest and agrees that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services or which is (or would be) adverse to the interests of the City. Lockhart further covenants that in the performance of the Contract no person having such interest shall be employed by Lockhart or a Lockhart subcontractor.

Lockhart is expected to make its services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. Lockhart has provided a list of all of its clients

with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of the Contract.

19. LICENSES, PERMITS AND TAXES

- A. Lockhart shall be responsible for obtaining any federal, state and/or local approvals, permits and/or licenses as may be required of Lockhart in performing the Services. Lockhart shall be responsible for any costs relating to same.
- B. Lockhart shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for Lockhart to perform the Services. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/SCDOT Encroachment Permits, Encroachment Permits for other utility rights-of-way and Railroad Right-of-Way Encroachment Permits/Contracts. The City shall obtain the approvals and/or permits identified by Lockhart and pay any costs relating to same.
- C. Lockhart shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. Lockhart shall procure a City of Columbia business license while performing the Services.

20. NOTICE

- A. Written notice to the City shall be made by placing by registered mail, return receipt in the United States Mail, postage prepaid and addressed to: Director of Utilities and Engineering, c/o City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.
- B. Written notice to Lockhart shall be made by registered mail, return receipt in the United States Mail, postage prepaid and addressed to it.

21. COMMUNICATION PROTOCOLS

- A. City shall designate a City point of contact to coordinate all tasks and invoicing with Lockhart. Lockhart shall submit all invoices to such designated point of contact.
- B. Lockhart shall direct any questions, inquiries and requests for interviews from the media to the City's Public Relations Department. Lockhart shall not issue any press releases, hold briefings, conduct interviews or conduct any other public relations functions regarding any matter covered by this Contract without prior written consent of the City.

22. OVERSIGHT

- A. The City will maintain oversight to ensure Lockhart performs in accordance with terms, conditions and specifications per (2 C.F.R. §200.318(b)).
- B. Lockhart shall not act as the City's agent.

23. OWNERSHIP OF PROJECT DOCUMENTS

All data, documents or other information of any description generated by or used by Lockhart or any subcontractor retained by Lockhart and related to the Services shall be the property of the City and shall not be used by Lockhart for any purpose whatsoever except to perform the Services.

24. REMEDIES

Lockhart shall only be entitled to the actual direct costs of all labor and material expended on the Services prior to the effective date of the termination. In no event shall Lockhart be entitled to anticipatory profit or damages for any termination under the Contract. In no event shall Lockhart be entitled to assert a claim in *quantum meruit* or any other measure of damages other than that stated herein.

25. SCHEDULE OF COMPLETION OF ACTIVITIES

Time is of the essence. Lockhart shall complete any and all services performed under the Contract within the timeframes as outlined in the Contract.

26. SEVERABILITY

If any provision of the Contract is held invalid, the remainder of the Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

27. STATE LAW APPLICABLE

The Contract shall be construed in accordance with applicable federal, state, local laws, ordinances and codes in performing the work provided under the Contract. Lockhart agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under the Contract and the performance thereof. The prevailing party in any litigation may be awarded reasonable costs and attorney's fees.

Lockhart acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Lockhart's actions pertaining to this Contract.

28. SUCCESSORSHIP

The Contract shall be binding upon Lockhart and upon its successors and assignees.

29. SUSPENSION AND DEBARMENT

Lockhart is subject to non-procurement Debarment and Suspension Regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. pt. 180 (2 C.F.R. §200.212). The Contract is a covered transaction for the purposes of C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Lockhart is required to verify that none of

Lockhart(s), its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

Lockhart must comply 2 C.F.R. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.

Execution of the Contract is a material representation of fact relied upon by the City. If it is later determined that Lockhart did not comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C in addition to remedies available to the State of South Carolina Emergency Management Division and the City of Columbia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Lockhart agrees to comply with the requirements of 2 C.F.R. pt. 180, sub-part C and 2 pt. 3000, sub-part C during the duration of the project and throughout the period of any Contract that may arise from this project.

Lockhart further agrees to include a provision requiring such requirements in its lower-tier covered transactions.

Lockhart shall notify the City in accordance with Notice, if your firm or sub consultant becomes suspended or debarred during the course of this project. In the event that a sub consultant becomes suspended or debarred during the course of this project, the parties will work together to determine what, if any, course of action to be taken with regard to the suspended or debarred sub consultant.

30. TERMINATION OF CONTRACT

A. This Contract may be terminated upon any of the following grounds:

1. Non Appropriation: By the City, upon 45 days' notice, in the event of the failure by the City to appropriate funds for the performance of any of the Services in any annual budget;
2. Termination of Contract for Cause: By a non-defaulting party hereunder, upon the other party's failure to cure any material default hereunder after written notice of default and 15 business days opportunity to cure.
3. Termination for Convenience: Either Party may terminate this Contract at any time by giving written notice to the other Party of such termination and specifying the effective date thereof, at least 45 days before the effective date of such termination.
4. Force Majeure;
5. upon its expiration as provided in Section 3 above; or
6. by mutual agreement.

B. Upon termination, all finished or unfinished documents, data studies, surveys and reports prepared under the Contract shall become the property of the City.

- C. Notwithstanding anything to the contrary herein, no termination shall be construed to relieve any party of liability associated with breaches of the Contract prior to the effective date of such termination.
- D. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Termination of this Contract shall not terminate the Services Agreement; nor shall the termination of the Services Agreement terminate this Contract.

31. USE OF RECOVERED MATERIALS

- A. Lockhart shall comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (2 C.F.R. §200.322). In performance of the Contract, Lockhart shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - 1. competitively within a timeframe providing for compliance with the Contract performance schedule;
 - 2. meeting Contract performance requirements; or
 - 3. at a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

32. WHOLE CONTRACT

The Contract represents the entire agreement between the City and Lockhart regarding the Services and compensation for Lockhart's performance of the Services. This Contract supersedes all prior communications, negotiations, representations or agreements, either written or oral, regarding the subject matter hereof (the Services provided on an interim basis). Only written amendments signed by both the City and Lockhart may amend this Contract. For avoidance of doubt, this Agreement shall not be deemed to supersede the Services Agreement.

33. MISCELLANEOUS

- A. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and Lockhart. Ambiguities in the terms of this Contract, if any, shall not be construed against either party.
- B. This Contract is subject to City Council approval.

- C. Lockhart and subcontractors shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- D. Lockhart acknowledges that 31 U.S.C. chapter 38 (Administrative Remedies for False Claims and Statements) applies to Lockhart's and subcontractors' actions pertaining to the Contract.
- E. The Uniform Rules authorize Federal Emergency Management Agency (FEMA) to require addition provisions for non-federal entity agreements. FEMA, pursuant to its authority, requires the following;
1. To be eligible for FEMA assistance under the City's FEMA grant or cooperative agreement, the cost of the change, modification, contract amendment, or constructive change must be allowable, allocable, with the scope of its grant or cooperative agreement, and reasonable for the completion of the Project scope in accordance with Section B, Amendments, above.
 2. The Consultant and its successors, transferees, assignees, and subcontractors (in accordance with Section U., Ownership of Project Documents, herein) acknowledge and agree to comply with applicable provisions governing department and FEMA access to records, accounts, documents, information, facilities, and staff (per department of Homeland Security standards terms and conditions, v. 3.0 ¶ XXVI. (2013) and (in accordance with Section. A., Access to Records, herein.)
- F. Buy American Act (41 U.S.C. 10a et seq.)
The Buy American Act applies to any contract that is funded in whole or in part by funds under the Disaster Mitigation Act of 2000. The Contractor must comply with the requirements of the Buy American Act and require that all sub-contractors also comply with this Act.

IN WITNESS WHEREOF, the City and Lockhart have entered into this Contract as of the date first above written.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

By: _____
Teresa Wilson, City Manager

Rebecca M. Chavis

Witness

Lockhart Power Company

By: Bryan D. Stone
Title: C.O.O.

RECOMMENDED BY: _____
Joseph D. Jaco, P.E., Director of Utilities

RECOMMENDED BY: _____
Melissa A. Gentry, P.E., Assistant City Manager for Operations

DRAFT

Exhibit A - Services

Lockhart Power Services during interim period of Columbia Canal repairs

- Canal Water Regulation
 - Continuous off-site regulation and monitoring of the canal water level
 - Call-out response to critical alarms, and next business day response to non-critical alarms and unusual conditions
 - Control system maintenance
- Canal Spill/Drain Gates
 - Daily inspection of cables, motors and controls, and resulting maintenance
 - Flushing floating debris through both gates
 - Weekly operational test for both gates
 - Weekly inspection and test of emergency generator (future)
- Headgate structure at the Dam
 - Daily inspection of 12 headgates for leakage
 - Maintenance and monitoring of security cameras and controls
- Minimum Flow Gate
 - Continuous operations
 - Daily inspection of gate
 - Daily inspection of air compressors
 - Routine maintenance of compressors and controls
 - Log and debris removal as required from gate
- Upstream Fish Passage
 - Continuous operations
 - Daily inspections
 - Routine maintenance of valves, gates, vfd's, etc.
 - Annual one-week maintenance overhaul
- Maintain buildings and grounds at the Hydro Plant
 - Daily inspections
 - Daily cleaning
 - Routine maintenance of buildings and equipment
 - Mow grass and maintain grounds
 - Respond to and mitigate future minor flood events
- Upon request by the City, provide City's representative with advisory services related to Hydro Plant project flood repairs
 - Attend key meetings with City staff related to engineering, FERC, or construction issues
 - Provide advice to City with respect to licensing, design, operations, and maintenance issues

Note: "Daily" as used above means normal business days.



CITY OF COLUMBIA

Department of Utilities and Engineering Division of Engineering

P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3400 Fax: 803-988-8199

3.a

Requesting a Contract

Name of Department requesting approval: Utilities and Engineering

Name of City Project Manager: Max Morgan / John Riggs

Project Number: #SS738701

Project Description: Euclid Avenue Flood Repair Project SC Severe Storm & Flooding 2015 DR 4241 / DR 3373

Name of firm or contractor award is being recommended for: G. H. Smith Construction

Type of procurement used to obtain firm or contractor: Open Public Solicitation

List subcontractors of project: See Attachment 3 (List subcontractors and % of Contract Value)

Compliance Programs Associated with project: None

Is this Clean Water 2020 related? YES

Amount of Compensation: \$54,800.00 (THERE IS NO ASSOCIATED CONTINGENCY WITH THIS PROJECT)

Original Budgeted Amount: \$65,015.00

Funding Source: 5516205-638400

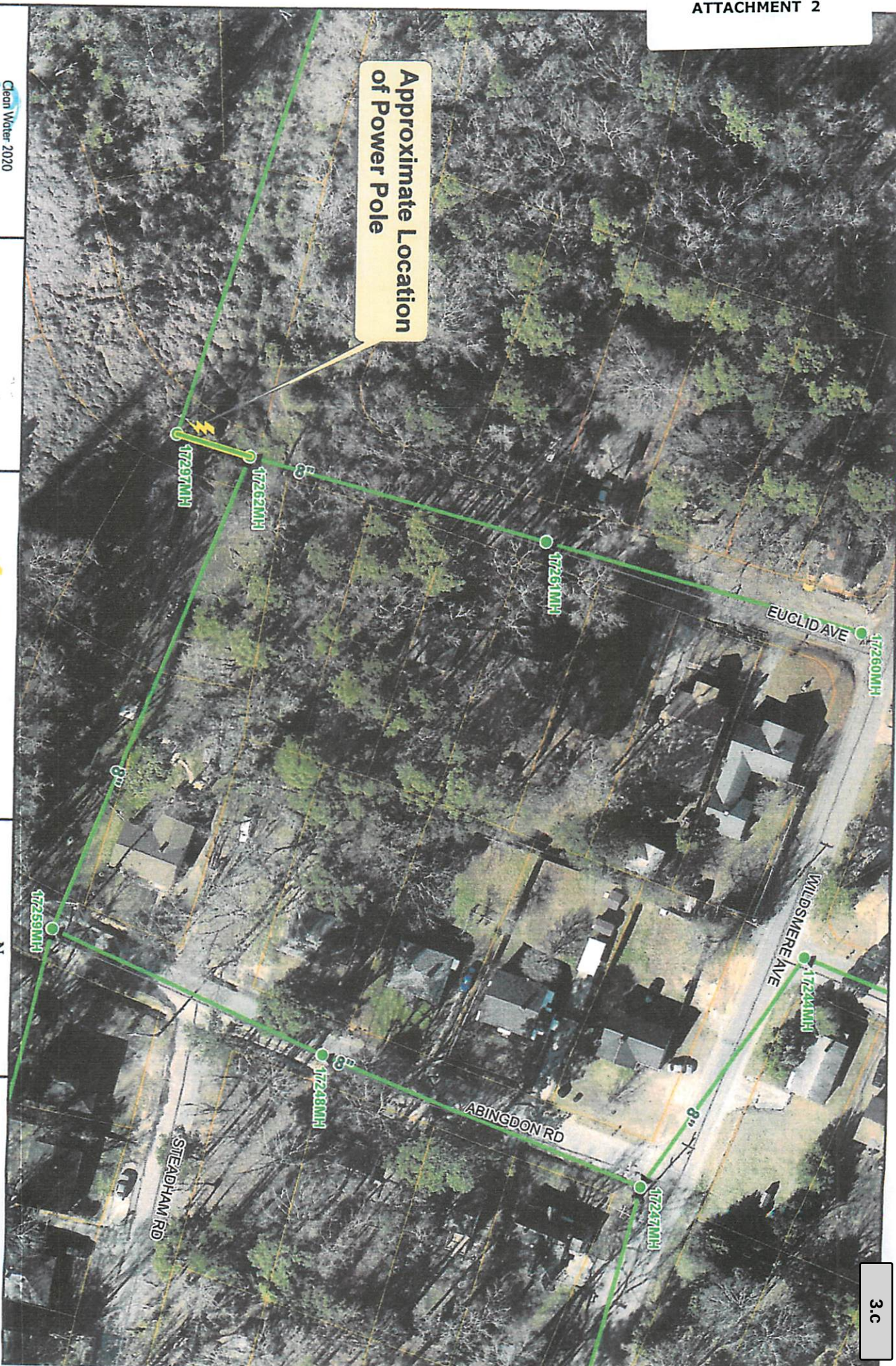
City Council Districts this project impacts: 1

Map of Project Area Attached? See Attachment 2

BIDDERS ADDRESS LOCATIONS

CAPTIAL PROJECT # SS738701 EUCLID AVENUE FLOOD REPAIR PROJECT
SC SEVERE STORMS & FLOODING 2015 DR 4241 / DR 3373

G. H. SMITH CONSTRUCTION 430 SHULER COURT COLUMBIA, SC 29212	SHADY GROVE CONSTRUCTION 1079 WEST SHADY GROVE ROAD IRMO, SC 29063
,	



Approximate Location
of Power Pole

Clean Water 2020



We Are Columbia

June 24, 2015
City of Columbia, South Carolina
City of Columbia, South Carolina

Power Pole

Sewer Manholes

SS Gravity Mains

Tax Parcel



1 inch = 75 feet

0 15 30 60 90
Feet

SS7387

Euclid Avenue

Packet Pg. 26

Prepared For: Clean Water 2020

Project: #_SS7387 Euclid Ave
 SOP (Subcontractor Outreach Program) or MPP (Mentor Protégé Program)

Revised

Business Information Records

A MANDATORY FORM

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.

→ **ALL COLUMNS ARE TO BE COMPLETE IN THE INFORMATION REQUESTED**

→ *REQUIRED: FORM MUST BE **TYPED** AND ONLY REFLECTING THOSE PROVIDING A SERVICE "NO LINE STRIKE THROUGH"

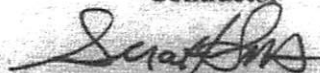
Business w/ Address	Contact w/Phone	Services / Materials	\$ Value and % ***	SOP IF APPLICABLE DBE, DVBE, OBE	MPP IF APPLICABLE MBE, WBE, SBE
Fortline Waterworks 120N. Shorecrest Dr Columbia, SC 29209	Hayne McCall 803-467-3909	Pipe/casing	\$5000.00 9%		
Vulcan 545 Georgia St Columbia SC 29201	Heath Summer 929-1356	Rip rap/rock	\$2500.00 4%		

TOTAL: \$7,500.00

GH Smith Construction Inc. _____
 Contractor

5/26/16

By



I certify this information is true and correct.

Date

Proposal

**MOTOROLA***Motorola Solutions*

Wayne Lynch
 447 Wilson Hall Road
 Sumter, South Carolina 29150
 803-469-4506
 803-469-9446 Fax

TO: City of Columbia
 Police Department

ATTN: Major Hines

Quantity	Model Number	Description or Specification	UNIT Price	Extended Price
12	M25URS9PW1 N	APX6500-35 watts mobile incl:IV&D, GPS	\$1,758.00	\$21,096.00
12	Q806	Digital Operation	\$386.25	\$4,635.00
12	G51	Smartzone Operation	\$900.00	\$10,800.00
12	Q361	P25 Software	\$225.00	\$2,700.00
12	G442	APX O5 Control head	\$324.00	\$3,888.00
12	G444	Control Head software		
12	G67	Remote Mount	\$222.75	\$2,673.00
12	G174	3db gain low profile antenna	\$32.25	\$387.00
12	W22	Palm Microphone	\$54.00	\$648.00
12	B18	add 7.5 watt auxillary speaker	\$45.00	\$540.00
12	QA01749	ASK software key		
12	G851	AES,DES,DES-XL,DES-OFB encryption	\$599.25	\$7,191.00
12	W969	Add Multi Key	\$247.50	\$2,970.00
12	G24	2 Year Repair service advantage	\$121.00	\$1,452.00

		Equipment	\$58,980.00
Terms: net 30 days		Taxes @ 8%	\$4,718.40
Shipment FOB Origin		Installation	
Delivery 4 weeks		Other	
Date 21-Mar-16		TOTAL	\$63,698.40
State Contract # 5000011320			
B&Q # 19009			



PROCUREMENT SERVICES

Contract 5000011320**Validity Start** 03/01/2011**Target Value** \$ 80,000,000.00**Bid Invitation****Contract Notes****Validity End** 06/30/2016**FEIN** 36-1115800**Vendor 7000007297****Vendor Address** MOTOROLA COMMUNICATIONS & ELEC

217 CARTGATE CIRCLE

BLYTHEWOOD SC 29016

District**Telephone****Minority Status** Not Applicable**E-mail****Fax Number****Contract Items**

One Item found.

Item Pricing

00010 Mobile Radio Communications

Material Group: 72524 - frequency data communication equipment, radio (including identification equipment)**Agency:** Statewide

South Carolina State Procurement

MOTOROLA COMMUNICATIONS & ELEC (SC Vendor Number 7000007297)

						<u>Company</u>	<u>Contact</u>	<u>Emergency</u>	<u>Commodities</u>	<u>Contracts</u>	<u>Related</u>
2 Contracts found, displaying all Contracts.											
Contract #	Bid Inv. #	Bid Invitation	Minority Status	Validity Start	Validity End						
5000011320				03/01/2011	06/30/2016						
5000011523				02/25/2012	06/30/2023						

[Return](#)

This site includes all statewide term contracts available for use by all state agencies as well as contracts awarded by the Procurement Services Division on behalf of an individual agency.

Under state procurement law, individual agencies have authority to conduct some procurement activity, typically for smaller purchases. Currently many of these contracts are not part of this database because not all agencies have transitioned to the S.C. Enterprise Information System. Full implementation of the SCEIS procurement system is expected to be complete in 2010. If you cannot find the information your are seeking or have other questions, please call (803) 737-0600 for more information.

Public sector buyers are reminded that not all contracts listed on this site are available for all governmental entities.

For more information on state procurement laws and regulations, go to www.procurement.sc.gov

AGREEMENT FOR ON CALL SERVICES

THIS AGREEMENT made this ____ day of _____, 20__, by and between the City of Columbia, South Carolina, hereafter referred to as the City and CH2M Hill Engineers, Inc., Englewood, Colorado, hereafter referred to as the Engineer.

WITNESSETH THAT:

WHEREAS, the City issued certain Solicitation Documents inviting Engineering firms to provide engineering related services to the City; and

WHEREAS, the City having received and evaluated the responses to the Solicitation Documents, now desires to award an On Call Agreement to the Engineer; and

WHEREAS, the Engineer is willing and able to directly perform the types of engineering related services stated in the Engineers response to the Solicitation Documents;

WHEREAS, the City desires to engage the Engineer to render certain engineering services required from time to time in conjunction with SS7320 for *general wastewater engineering services*; and,

WHEREAS, the Engineer agrees to provide such engineering services from time to time in conjunction with the operation of the *Metro Waste Water Treatment Plant*. The Project is further identified as **5516205-SS7320-638305**.

NOW, THEREFORE, in consideration of and for the mutual covenants and promises contained herein, the parties hereto agree as follows:

I. Scope of Services

1. From time to time and for various reasons, the City may identify specific engineering projects or tasks for which services from the Engineer may be deemed advantageous.

2. For each specific project or task, the City and the Engineer shall jointly develop, to the extent practical, a scope of services and method of compensation for the proposed engineering services.

3. The Engineer shall not proceed with any services under this Agreement without a written Work Order Form, which has been approved by the City and the Engineer. Such Work Order Form shall be of the general form attached hereto and incorporated herein as Attachment I.

II. Supplemental or Additional Services

This section had been omitted intentionally.

III. Term of Agreement

Unless earlier terminated as provided for herein, this Agreement shall expire at such time the total compensation provided for herein is reached or on June 30, 2017, whichever is earlier.

The term of the project will be for a base period of 1 (1) year from award and contract execution, with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties. The decision whether to extend the contract, upon written request, shall be in the sole and exclusive discretion of the party receiving the request and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

IV. Schedule for Completion of Services

Time is of the essence. The Engineer shall complete the specified engineering services within the timeframe(s) specified in the approved Work Order Form.

If a delay is foreseen Engineer shall give thirty (30) days prior written notice to the Utilities & Engineering Department. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Engineer must keep the City advised at all times of status of order. Default in promised completion times without accepted reasons or failure to meet specifications, authorizes the Director of Utilities and Engineering to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting Engineer.

V. Compensation

Compensation to the Engineer for services authorized on an hourly rate basis shall be in accordance with the Engineer's Hourly Rate Schedule attached hereto as Attachment II.

Maximum compensation to the Engineer for all services performed under this Agreement shall not exceed Seventy Five Thousand Dollars and No/100, (\$75,000.00).

The Engineer shall submit invoices no more frequently than monthly for services rendered. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Each invoice shall bear the signature of the Engineer, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

VI. Indemnification, Hold Harmless and Insurance

A. The Engineer shall provide to the City evidence of Professional Liability Insurance in an amount not less than One Million and no/100 (\$1,000,000.00) Dollars per occurrence and Two Million and no/100 (\$2,000,000.00) Dollars Aggregate and General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net.

B. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any sub-contractor of the Engineer commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement and any renewals.

C. To the proportionate extent of the Engineer's negligence, the Engineer shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Engineer's performance or nonperformance of the services or subject matter called for in this Agreement.

VII. Subcontractor Outreach Program

This section has been omitted intentionally.

VIII. Mentor Protégé Program

The City of Columbia shall encourage, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is *not* required for this project. The Engineer must comply with Mentor-Protégé Program Guidelines. The Engineer agrees that the Mentor Protégé Program does not create any contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Engineer agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party.

IX. Licenses, Permits and Taxes

A. The Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Engineer in performing the services required under this Agreement. The Engineer shall be responsible for any costs relating to same.

B. The Engineer shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/SCDOT Encroachment Permits, Encroachment Permits for other utility rights-of-way and Railroad Right-of-Way Encroachment Permits/Agreements. The City shall obtain the approvals and/or permits identified by the Engineer and pay any costs relating to same.

C. The Engineer shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

D. The Engineer shall procure a City of Columbia business license while performing services under this Agreement.

X. Duties upon Termination

At termination of this Agreement, the Engineer shall immediately provide the City with all records and data in any format the Engineer is capable of producing and at no cost to the City, which were generated, created or received by the Engineer in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Engineer's successor. All records shall be free from any proprietary claims or interest. The Engineer agrees to fully cooperate with the City and any

successor to ensure an effective transition to continuously provide the required services.

XI. Termination of Agreement

The City may terminate this Agreement at any time upon any of the following grounds:

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

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Engineer shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination plus fifteen percent or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

XII. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Engineer or any subcontractor retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.

XIII. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Director of Utilities and Engineering, City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: CH2M Hill Engineers, Inc., 14120 Ballantyne Corporate Place, Suite 200, Charlotte, NC 28277.

XIV. Miscellaneous

A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

B. The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.

C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City.

D. The Engineer certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Consultant and any sub-consultants; or (b) the compliance with Title 8, Chapter 14 by consultant and any sub-consultant. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Consultant agrees to include in any contracts with its consultants language requiring the sub-consultants to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-consultants language requiring the sub-sub consultant to comply with the applicable requirements of Title 8, Chapter 14.

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

F. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Engineer agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Engineer.

G. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Contract Amendment signed by both the City and the Engineer may amend this Agreement.

H. The failure of either the Engineer or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

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

J. This Agreement is does not require City Council approval.

K. Contractor and any Sub-Contractor is subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

- (1) Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 - (2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
 - (3) Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

L. The Engineer will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

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

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

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

CH2M Hill Engineers, Inc.

By: 

Witness

CITY OF COLUMBIA

By: _____

Witness

Title: _____

City Manager

APPROVED AS TO FORM


Legal Department City of Columbia, SC

RECOMMENDED BY:  _____ Director of Utilities and Engineering
Joseph D. Jaco, P.E.

RECOMMENDED BY: _____ Assistant City Manager for Operations
Melissa Gentry, P.E.

Attachment I

WORK ORDER FORM FOR ON CALL ENGINEERING SERVICES
SS7320 Wastewater Engineering Services

Work Order Number: _____

This Work Order to the Agreement for On Call Services between the City of Columbia and CH2M Hill Engineers, Inc., dated _____ (Agreement) provides for the following services:

Scope of Work: Describe the services for which payment is requested, showing payment calculations and specify the person(s) rendering such service(s):

- _____ 1. Attached
 _____ 2. Described below:

Compensation:

The Engineer's compensation for the above described services shall be:

- _____ 1. On an hourly rate basis in accordance with the current Hourly Rate Schedule specified in Attachment II to the Agreement not to exceed a maximum fee of \$75,000.00.

Summary of Compensation:

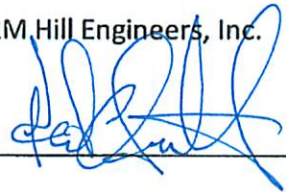
Total of Previous Work Orders:	\$ _____
This Work Order:	\$ _____ -
Total Approved Compensation to Date:	\$ _____ -

Approval of Work Order:

CITY OF COLUMBIA

CH2M Hill Engineers, Inc.

By: _____

By:  _____

Title: _____

Title: VICE PRESIDENT

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

City of Columbia

Metro WW Treatment Plant

Tuesday, September 30, 2014



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.



CIP O&M BUDGET FY 15/16

Contract	Description	PM	Contract Type	Account #	FY 15/16 Budget
SS6831	Building and Site Improvements	Metro	MZ	Operations	5516208 \$ 150,000.00
SS7161	Bi-Annual Local Limits	Metro	DW	Operations	5516208 \$ 75,000.00
SS7186	On-Call for Black & Veatch - Pre-Treatment	Metro	DW	Operations	5516208 \$ 75,000.00
SS7203	On-Call for Howard Engineering - Electrical &	Metro	MZ	Operations	5516208 \$ 50,000.00
SS7215	On-Call for H&S - Metro WWTP General	Metro	MZ	Operations	5516208 \$ 75,000.00
SS7235	On-Call for URS - Metro WWTP General	Metro	MZ	Operations	5516208 \$ 75,000.00
SS7238	On-Call for M/R Systems - SCADA Integration at	Metro	MZ	Operations	5516208 \$ 150,000.00
SS7300	Metro Gap Analysis Implementation	Metro	FLY	Operations	5516208 \$ 500,000.00
SS7312	Pre-Treatment, SCADA Master Specs &	Metro	DW	Operations	5516208 \$ 335,000.00
SS7320	On-Call for CH2M Hill - Metro WWTP General	Metro	DW	Operations	5516208 \$ 75,000.00
				Subtotal Metro	\$ 1,560,000.00
SS685402	Sewer Model and Capacity Assurance Program	WWM	WM	Operations	5516205 \$ 100,000.00
SS6911	Annual Root Control Contract	WWM	RJ	Operations	5516205 \$ 500,000.00
SS7209	Annual Beaver and Dam Removal	WWM	RJ	Operations	5516205 \$ 200,000.00
SS7214	On-Call for B&C - WCTS General	WWM	MZ	Operations	5516205 \$ 37,500.00
SS7257	TSOMP and FM Condition Assessment	WWM	EF	Operations	5516205 \$ 200,000.00
SS7271	Annual Herbicide and Mechanical Clearing	WWM	RJ	Operations	5516205 \$ 600,000.00
SS7302	Maintenance Management System (MMS)	WWM	FLY	Operations	5516205 \$ 500,000.00
SS7304	Sewer Mapping Plan Implementation	WWM	JC	Operations	5516205 \$ 250,000.00
SS7306	Flow Monitoring	WWM	BM	Operations	5516205 \$ 500,000.00
SS7327	On-Call for Surveying	WWM	TH	Operations	5516205 \$ 25,000.00
SS7328	On-Call for URS - Wastewater Engineering for	WWM	MZ	Operations	5516205 \$ 75,000.00
SS7335	FM Easement ID	WWM	WA	Operations	5516205 \$ 350,000.00
SS7336	FM Easement Clearing	WWM	WA	Operations	5516205 \$ 450,000.00
				Subtotal WWM	\$ 3,787,500.00
				Grand Total Wastewater	\$ 5,347,500.00

WM4149	Hazen Sawyer	Water		Operations	5511706 \$ 40,000.00
WM4250	Brown and Caldwell	Water		Operations	5511706 \$ 38,000.00
WM4215/SS7221	Chao	W/SS		Operations	5511706 \$ 75,000.00
WM4240/SS7200	Dennis Corp	W/SS		Operations	5511706 \$ 50,000.00
WM4270/SS7240	Pace	W/SS		Operations	5511706 \$ 50,000.00
WM4260	URS	Water		Operations	5511706 \$ 75,000.00
SS7212	EPC	Sewer		Operations	5511706 \$ 50,000.00
	F&ME			Operations	5511706 \$ 45,000.00
WM4149	Water System Model	Water		Operations	5511706 \$ 250,000.00
	Misc Water Projects	Water		Operations	5511706 \$ 50,842.00
WM4358/SS7349	Black and Vetch (Water/Sewer Rate Study)	W/SS		Operations	5511706 \$ 199,158.00
	PCF			Operations	5511706 \$ 40,000.00
				Subtotal Engineering	\$ 963,000.00
	Water Tank Maintenance	Water		Operations	5516207 \$ 129,234.00
	Water Tank Maintenance	Water		Operations	5516206 \$ 121,135.00
				Subtotal Water Plant	\$ 250,369.00
				Grand Total Engineering/ Water Plant	\$ 1,213,369.00
				Grand Total Operations	\$ 6,560,869.00

Contract	Description	PM	Contract Type	Account #	FY 15/16 Budget
SD836016	Woolpert	Storm		Operations	5534202 \$ 50,000.00
SD831516	USGS	Storm		Operations	5534202 \$ 7,990.00
SD8420	PACE	Storm		Operations	5534202 \$ 48,500.00
SD8421	PACE	Storm		Operations	5534202 \$ 25,000.00
SD8422	AMEC	Storm		Operations	5534202 \$ 16,000.00
	UNFORSEEN PROJECTS	Storm		Operations	5534202 \$ 1,010.00
				Grand Total Storm Water	\$ 148,500.00

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Terracon Consultants, Inc., (hereinafter referred to as the "Engineer"), for Engineer to provide services regarding construction of the City of Columbia's Water Wastewater Complex site at the intersection of English Avenue and West Beltline Boulevard, Columbia, SC. Funding has been identified as: 5529999-WM419102-658650 and 5529999-SS7266-658650.

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

I. Scope of Services

Upon written notification by the City to proceed, the Engineer shall complete the scope of services more fully described in Exhibit A, attached hereto. The Engineer shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

II. Supplemental or Additional Services

Supplemental or Additional Services may be required of the Engineer by the City or recommended by the Engineer and approved by the City in writing.

The Engineer must obtain written approval from the City for any Supplemental or Additional Services prior to the work being performed. If the Engineer fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Engineer for services performed.

III. Term of Agreement

This Agreement shall expire, unless terminated earlier as provided for herein, on June 30, 2017, or at such time the total compensation provided for herein is reached, whichever is earlier.

The term of the project will be for a base period of one (1) year from award and contract execution, with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

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

IV. Schedule for Completion of Services

Time is of the essence. The Engineer shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit A, attached hereto.

If a delay is foreseen Engineer shall give thirty (30) days prior written notice to the Utilities & Engineering Department. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Engineer must keep the City advised at all times of status of order. Default in promised completion times without accepted reasons or failure to meet specifications, authorizes the Director of Procurement to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting Engineer.

V. Compensation

A. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed One Hundred Eight Thousand Six Hundred Dollars and No/100 (\$108,600.00).

B. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Each invoice must also clearly identify any portion of the fee invoiced for sub-consultants services, specified on Exhibit B, attached hereto, and identify if the sub-consultant is a Minority or Female Business Enterprise. Each invoice shall bear the signature of the Engineer, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

VI. Indemnification, Hold Harmless and Insurance

A. The Engineer shall provide to the City evidence of Professional Liability Insurance in an amount not less than One Million and no/100 (\$1,000,000.00) Dollars per occurrence and Two Million and no/100 (\$2,000,000.00) Dollars Aggregate and General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net.

B. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any subcontractor of the Engineer commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement and any renewals. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured.

C. The Engineer shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Engineer's performance or nonperformance of the services or subject matter called for in this Agreement.

VII. Subcontracting Outreach Program (<http://www.columbiasc.net/business-outreach/>)

The attention of the Engineer is directed to the Subcontracting Outreach Program. The Engineer is required to comply with the terms and conditions of this policy stated in this section if specified in Exhibit B attached hereto. The Engineer shall, in performance of the Agreement, only use those sub-consultants upon which the Engineer's proposal was based. Sub-consultants substitutions shall only be made upon the Owner's approval. The Engineer shall enter into contracts with those sub-consultants, in the same dollar amount upon which the Engineer's proposal was based, prior to award of the Agreement. Such Agreements shall be contingent upon award of the Agreement by the Owner and the Owner's Notice to Proceed to the Engineer.

Each pay request shall identify the name of each sub-consultant and dollar amount that will be paid to each sub-consultant for work performed and materials/products furnished under the Agreement.

VIII. Mentor-Protégé Program (<http://www.columbiasc.net/business-outreach/>)

The City of Columbia shall encourage, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is not required for this project. The Engineer must comply with Mentor-Protégé Program Guidelines. The Engineer agrees that the Mentor Protégé Program does not create any contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Engineer agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party.

IX. Licenses, Permits and Taxes

A. The Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Engineer in performing the services required under this Agreement. The Engineer shall be responsible for any costs relating to same.

B. The Engineer shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/SCDOT Encroachment Permits, Encroachment Permits for other utility rights-of-way and Railroad Right-of-Way Encroachment Permits/Agreements. The City shall obtain the approvals and/or permits identified by the Engineer and pay any costs relating to same.

C. The Engineer shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

D. The Engineer shall procure a City of Columbia business license while performing services under this Agreement.

X. Duties upon Termination

At termination of this Agreement, the Engineer shall immediately provide the City with all records and data in any format the Engineer is capable of producing and at no cost to the City, which were generated, created or received by the Engineer in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Engineer's successor. All records shall be free from any proprietary claims or interest. The Engineer agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

XI. Termination of Agreement

The City may terminate this Agreement at any time upon any of the following grounds:

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

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Engineer shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

XII. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Engineer or any subcontractor retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.

XIII. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Director of Utilities and Engineering, c/o City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Terracon Consultants, Inc. 521 Clemson Road, Columbia, SC 29229.

XIV. Miscellaneous

A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

B. The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.

C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City.

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

E. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Engineer agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Engineer.

F. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Change Order signed by both the City and the Engineer may amend this Agreement.

G. The failure of either the Engineer or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

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

I. This Agreement is subject to City Council approval.

J. Contractor and any Sub-Contractor is subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act," A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

- (1) influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 - (2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
 - (3) induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

K. The Engineer will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

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

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

By: _____
Teresa Wilson, City Manager

Terracon Consultants, Inc.

Dubbi Snyder
Witness

By: *[Signature]*
Title: *Senior Principal*

RECOMMENDED BY: *[Signature]*
Joseph D. Jaco, P.E., Director of Utilities and Engineering

RECOMMENDED BY: _____
Melissa A. Gentry, P.E., Assistant City Manager for Operations

APPROVED AS TO FORM
Janne Kiszowski
Legal Dept. City of Columbia, SC

Exhibit A

January 19, 2016

City of Columbia
PO Box 147
Columbia, SC 29217

Terracon

Attn: Mr. Robert Probst
P: 803-545-4002
E: rjprobst@columbiasc.net

Re: Engineering and Consulting Services
City Water Wastewater Maintenance Complex
West Beltline
Columbia, South Carolina
Terracon Proposal No. P73167013

Dear Mr. Probst:

Terracon is pleased to submit this proposal to provide consulting services regarding construction of City Water Wastewater complex located in Columbia, South Carolina. Our services will include the following tasks:

- Task 1 – Asbestos Consulting Services
- Task 2 – Excavation Oversight
- Task 3 – VMS Installation Oversight
- Task 4 – Special Inspection Services

An outline of Terracon's general scope of services, budget and schedule for this project is provided in the following sections:

A. PROJECT INFORMATION

Terracon's understanding of this project is summarized below. Please review the following and notify us if any of these understandings are incorrect.

Asbestos Consulting Services

- An asbestos Project Design was previously prepared by Terracon dated January 2013 (Terracon Project 73127056D).
- Electricity and water will be available on-site during abatement activities.
- A licensed abatement and demolition contractor has been selected.

Terracon Consultants, Inc. 521 Clemson Road Columbia, South Carolina 29229
P [803] 741 9000 F [803] 741 9900 terracon.com

Environmental

Facilities

Geotechnical

Materials

Soil Management Services

- A Site Investigation Report (SIR) was previously prepared by Terracon dated May 2012 (Terracon Project 73117043A);
- Based on the SIR results, a Soil Management Plan (SMP) was prepared to manage impacted soils that may be encountered during construction;
- The SMP was incorporated into the project plans.

VMS Oversight/Inspection Services

- Based on the findings of the SIR, the existing building floor slab and proposed building expansions encompass areas of observed soil vapor impacts. We understand the building renovations will consist of two sections within the former Vehicle Repair Buildings and Auto Body Shop, respectively;
- Vapor Management System (VMS) Plans and specs for an engineered barrier was prepared as a remedial alternative to mitigate soil vapor intrusion from the impacted soils.
- The VMS plans were incorporated into the project plans;

Special Inspection Services

- The project is described in detail on plans and specifications prepared by Watson Tate Savory (WTS Project 1506, dated 1 July 2015) The project is situated on a 10.44 acre site at the intersection of English Avenue and West beltline Boulevard in Columbia, SC . The project includes partial/complete demolition and extensive renovations to four existing structures. In their completed configuration, the structures are: Administration building, 15,300 SF; Warehouse, 17,000 SF; Vehicle Storage Building, 19,200 SF; and the Conditioned Storage building, 11,400 SF. The Administration building will be a completely new structure. Significant portions of the existing asphalt pavement will be modified using Full Depth Reclamation methods as part of site improvements. Materials testing and Special Inspection Services are required, in accordance with the plans and specifications. Information available to us indicates the project duration will be 550 calendar days, commencing on or about January 18, 2016.

B. SCOPE OF SERVICES

Based on our understanding of project requirements, the following scopes of services are proposed.

Terracon Consultants, Inc. 521 Clemson Road Columbia, South Carolina 29229
P [803] 741 9000 F [803] 741 9900 terracon.com

Environmental



Facilities



Geotechnical



Materials

Proposal for Consulting Services
City Water Wastewater ■ Columbia, SC
January 19, 2016 ■ Terracon Proposal No. P73167013

Terracon

Task 1 – Asbestos Consulting Services

Terracon's Project Designer (PD) will provide oversight during the abatement project. Terracon will review abatement Contractor pre-job submittals prior to the project start date. Terracon will provide a SCDHEC licensed Air Sampler (AS) to obtain baseline air samples prior to the start of asbestos-related activities in accordance with South Carolina regulations and, where applicable project specifications. Terracon's AS will then observe and document abatement activities and will provide clarifications with respect to the asbestos abatement specifications.

Terracon will not be responsible for the Contractor's activities related to site safety during the project. If Terracon identifies imminent hazards at the site the Client will be notified of the concern and it will be the Contractor's sole responsibility to correct the deficiency at their expense.

The AS will be on-site during the abatement project to perform air monitoring, which includes analysis of up to 8 samples per 10-hour shift (portal to portal). The PM will also perform visual observation of the regulated work area for compliance with project specifications.

Once the abatement is completed, the PD will perform a final visual observation of the abated areas and the AS will conduct aggressive air clearance sampling in accordance with State of South Carolina regulation R61-86.1. Air samples collected during the project will be analyzed by Phase Contrast Microscopy (PCM) in accordance with the National Institute for Occupational Safety and Health (NIOSH) Method 7400. Final clearance air testing will be by Transmission Electron Microscopy (TEM), based on square footage determined present by inspection.

Final Close-Out Report

At the conclusion of the project, Terracon will prepare a final project report. The final project report will include a description of the project, results of the air sampling program, and documentation of final clearance. Terracon will also review the Contractor's post job submittals.

Conditions

Items to be provided by the client include the following:

- The client must provide timely right of entry to conduct the described services, as well as access to building interiors;
- If there are any restrictions or special requirements regarding the site, these should be made known to Terracon prior to commencing the site work; and,

Responsive ■ Resourceful ■ Reliable 3

Proposal for Consulting Services
City Water Wastewater ■ Columbia, SC
January 19, 2016 ■ Terracon Proposal No. P73167013

Terracon

- The results of prior asbestos surveys should be provided for review.

Schedule

Terracon is prepared to commence work on this project upon receipt of the signed Work Order Form for Engineering Services. The asbestos abatement and air monitoring activities will be performed based on the Owner's schedule and will be coordinated with the site contact and the Contractor.

Task 2 – Excavation Oversight

To the extent practical, excavated soils suspected to be impacted or contaminated by petroleum products and/or hazardous material should be segregated from natural soil/clean fill to reduce the amount of material potentially requiring treatment or disposal. Impacted or contaminated soil should be handled in a manner that limits mixing with natural soil/clean fill, because mixing may limit reuse/recycling/disposal options, and increase costs.

Terracon will provide excavation oversight as detailed in the SMP. Terracon understands that this task will not include monitoring or directing normal excavation and earthwork activities to be conducted in preparation for construction at the site. However, in addition to known areas of soil contamination, Terracon will be prepared to respond at the City's request for additional support in the event that contaminated soils are identified outside of the identified areas of concern.

All Terracon personnel dispatched to the site will be Hazardous Waste Operations and Emergency Response (HAZWOPER) 40-hour OSHA-certified. Terracon professionals will be available for follow-up response monitoring, soil stockpile sampling, corrective action, and/or other site work as needed. The Contractor will be responsible for providing HAZWOPER OSHA certified personnel for the handling of contaminated soil and/or ground water. All onsite Terracon personnel will follow the requirements of a site-specific Terracon HASP, modeled after Terracon's Petroleum Hydrocarbon Safety Plan and adjusted for site-specific conditions and location of this project.

Task 3 - VMS Installation Oversight

Terracon prepared plans and specifications on behalf of the City for a Vapor Management System (VMS) installation for the use of Retro-Coat SEALANT as a barrier to mitigate contaminated vapors from entering the existing structures. The VMS design included a site inspection, developing plans and specifications including drawings for the system, membrane specifications, surface preparation and installation details, and tenant improvement details.

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Proposal for Consulting Services
City Water Wastewater ■ Columbia, SC
January 19, 2016 ■ Terracon Proposal No. P73167013



As part of our services, Terracon will provide the necessary support needed to assist the installation contractor during construction of the VMS. This will include coordination with the General Contractor and its subcontractors and the VMS installation contractor to ensure efficient installation of the VMS system.

- **Installation Oversight:** Observe the construction of the VMS system during installation to assure that it is constructed as specified in the construction documents.
- **QA/QA Testing and Oversight:** Oversight of specified construction quality assurance testing of the VMS during installation. Terracon will provide documentation that the VMS was installed in accordance with the plans and that all QA/QC requirements were met.
- **Post-system installation report:** Perform post installation inspections, as necessary, and provide a 'punch list' for any tasks necessary to complete the project. A post system installation report will be prepared at the completion of the project.
- **O&M Plan:** Prepare an Operation and Maintenance (O&M) Plan for the maintenance of the system. The O&M Plan will include inspection and monitoring requirements to ensure proper operation of the system. The O&M plan will include alternatives to modify the system from passive to active in the event that it is necessary.

At the completion of the project, Terracon will submit a letter to the City certifying that installation was completed in accordance with the project plans and specifications as well as the manufacturer recommended procedures.

Task 4 – Materials Testing/Special Inspections

Based on the information available to us, we anticipate that the following materials testing and inspections services will be associated with this project. Based on the available information, we anticipate that materials testing and inspection services will be provided on an on-call basis, with scheduling coordinated by the Owner, or by the owner's designated representative. Special inspection services will be performed per Chapter 17 of the IBC. The testing and inspections will include the following:

Soils

- Observe the proof rolling of stripped subgrades prior to fill placement and at-grade construction.
- Perform laboratory Proctor testing of fill soils.

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Proposal for Consulting Services
City Water Wastewater ■ Columbia, SC
January 19, 2016 ■ Terracon Proposal No. P73167013

Terracon

- ▣ Perform density testing of structural fill.
- ▣ Perform density testing of utility backfill.
- ▣ Verify the use of proper materials, densities, and lift thicknesses during placement and compaction of controlled fill.

Foundation

- ▣ Evaluate the footing excavations for design bearing pressure and consistency with the project documents and/or the geotechnical engineering report.
- ▣ Check excavations for proper dimensions and cleanliness prior to concrete placement.

Cast-In-Place Concrete

- ▣ Observe the placement of reinforcing steel.
- ▣ Verify the proper use of required design mix including review of batch tickets.
- ▣ .
- ▣ Perform field testing of fresh concrete, including slump, temperature, air content, and unit weight, as required by the project specifications.
- ▣ Cast concrete test cylinders of fresh concrete.
- ▣ Perform laboratory compression strength testing of the concrete test cylinders.

Structural Steel

- ▣ Inspect high-strength bolted connections.
- ▣ Inspect metal decking for size, profile and fastening.
- ▣ Observe frames for compliance with project documents.
- ▣ Observe single pass welds less than 5/16 inch.
- ▣ Inspect multi pass and partial/full penetration welds.

Pavement

- ▣ Observe test strip for FDR material.
- ▣ Perform density testing and thickness check of FDR material.
- ▣ Perform laboratory compaction tests of FDR material
- ▣ Perform density testing of asphalt during placement (specific gravity value to be provided by asphalt supplier).
- ▣ Obtain drilled core samples of asphalt surface course to verify compacted thickness and density.

Proposal for Consulting Services
 City Water Wastewater ■ Columbia, SC
 January 19, 2016 ■ Terracon Proposal No. P73167013



C. COMPENSATION

Terracon will conduct the above-described scope of services for the following fees:

ESTIMATED TOTAL PROJECT COSTS	
Task 1 - Asbestos Consulting Services	COST
Project Management (estimated 6 hours at \$130/hour)	\$ 780.00
On-site Inspection and Air Monitoring (Daily Rate of \$600/day, estimate 20 hours)	\$ 12,000.00*
TEM Clearance Samples (5 per containment)	\$ 1,100.00**
Final Project Closeout	<u>\$ 700.00</u>
Asbestos Services Subtotal	\$14,580.00
Task 2 – Excavation Oversight	
Oversight Services (estimated 20 hours at \$90/hour)	\$ 1,800.00
Project Management (estimated 3 hours at \$130/hour)	\$ 390.00
Final Project Closeout	<u>\$ 450.00</u>
Excavation Oversight Subtotal	\$2,640.00
Task 3 - VMS Installation Inspection/Oversight	
Project Management (estimated 6 hours at \$130/hour)	\$ 780.00
Environmental Project Professional – estimated 20 hours @ \$125 / hour)	\$ 2,500.00
Final Project Closeout	<u>\$ 700.00</u>
VMS Inspection Services Subtotal	\$3,980.00
Task 4 - Special Inspection Services/ See attached spread sheet	
Special Inspection Subtotal	<u>\$87,400.00</u>
TOTAL ESTIMATED COSTS	\$108,600.00

*Terracon will invoice only for actual days onsite if contractor finishes in less than estimated days.

**Assumes four containment areas required to segregate work activities.

Additional field or project management time required beyond the previously described scope of work will be billed at a rate of \$65/hour for field personnel and \$130/hour for project management. In addition, if more than 8 air samples are required per shift, the additional air samples will be billed at \$20 each.

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CONSTRUCTION SERVICES – ESTIMATED COST¹

Terracon Proposal P73167013 City of Columbia

Service	Quantity	Unit Rate *	Unit	Cost
Earthwork Observation and Testing				
Soils Inspector (40 trips)	160	\$60.00	hour	\$9,600.00
Field Engineer (10 trips)-proofroll/undercut	40	\$115.00	hour	\$4,600.00
Nuclear Gauge	40	\$35.00	day	\$1,400.00
Standard Proctor Moisture-Density	4	\$110.00	each	\$440.00
Vehicle Charge	50	\$115.00	each	\$5,750.00
			Subtotal	\$21,790.00
Foundation Observation and Testing				
Foundation Inspector (10 trips)	40	\$60.00	hour	\$2,400.00
Vehicle Charge	10	\$115.00	each	\$1,150.00
			Subtotal	\$3,550.00
Structural Concrete Testing				
Concrete Inspector (20 trips)	120	\$60.00	hour	\$7,200.00
Concrete Technician - cylinder pick-up (10 trips)	40	\$60.00	hour	\$2,400.00
Concrete Cylinders	120	\$12.00	each	\$1,440.00
Vehicle Charge	30	\$115.00	each	\$3,450.00
			Subtotal	\$14,490.00
Pavement				
Senior Engineering Technician (25 trips) FDR	200	\$75.00	hour	\$15,000.00
Asphalt coring crew (two man crew/ 3 trips)	24	\$150.00	hour	\$3,600.00
Coring machine & generator	3	\$170.00	day	\$510.00
Core density (field cut)	30	\$70.00	each	\$2,100.00
Sieve Analysis and Atterberg Limits FDR	4	\$140.00	each	\$560.00
Modified Proctor Moisture-Density FDR	4	\$135.00	each	\$540.00
Nuclear Gauge	25	\$35.00	day	\$875.00
Vehicle Charge	28	\$115.00	each	\$3,220.00
			Subtotal	\$26,405.00
Structural Steel				
Steel Inspector (16 trips)	64	\$115.00	hour	\$7,360.00
Vehicle Charge	16	\$115.00	each	\$1,840.00
			Subtotal	\$9,200.00
Engineering Reporting/Supervision				
Project Management, Supervision and Meetings	60	\$130.00	hour	\$7,800.00
Project Administration and Reporting (5% of Total Fees)	\$83,235.00	5%		\$4,161.75
			Subtotal	\$11,961.75
			Total Estimate	\$87,396.75

* Increase hourly rate by 1.5 for services provided on Saturday, in excess of 8 hours per day and/or Monday through Friday before 7:00A.M. or after 7:00 P.M. Increase hourly rate by 2.0 for services provided on Sundays or Holidays with a minimum charge of 8 hours. Hourly charges will be billed portal to portal in 0.5 hour increments.

Proposal for Consulting Services
City Water Wastewater ■ Columbia, SC
January 19, 2016 ■ Terracon Proposal No. P73167013

Terracon

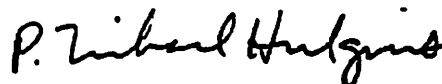
If this Scope of Services meets with your approval, work may be initiated by returning an original copy of an authorized Work Order to our Columbia, South Carolina office. Project initiation may be expedited by emailing a copy of the signed Work Order to gene.partin@terracon.com. One fully executed copy will be returned to you for your files. Our 2015-2016 On-Call Agreement for Engineering Services (5511706-SS734516-638305) and the sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within sixty (60) days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. In addition to asbestos services, our professionals provide geotechnical, environmental, construction materials, and facilities services on a wide variety of projects locally, regionally and nationally. For more detailed information on all of Terracon's services please visit our web site at www.terracon.com. If you have any questions or comments regarding this proposal or require additional services, please give me a call.

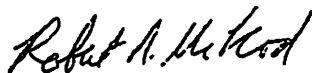
Sincerely,
Terracon Consultants, Inc.



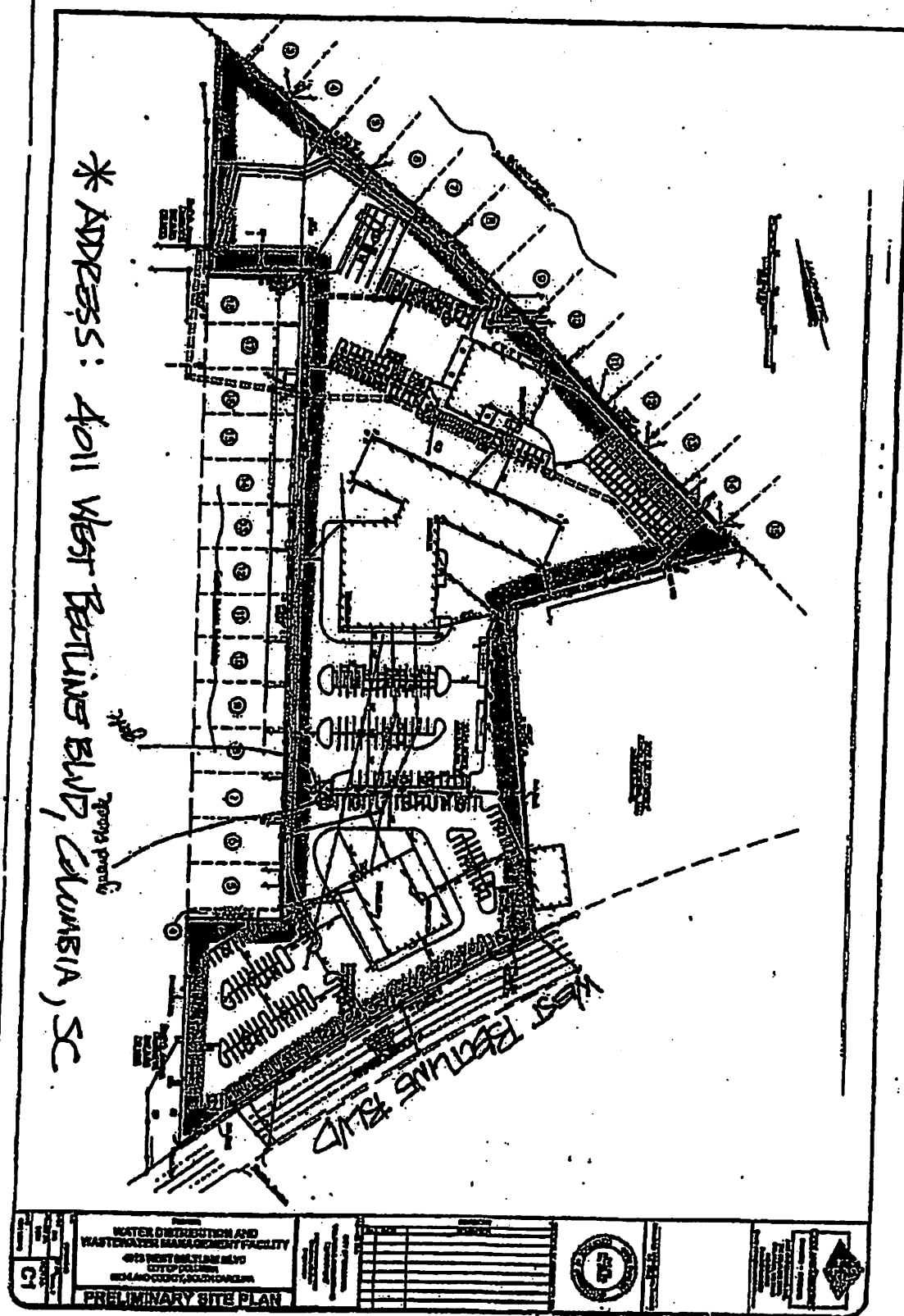
Norman E. (Gene) Partin, Jr., CHMM
 Department Manager
 Site Redevelopment Services



P. Michael Hudgins, P.G
 UST Services Manager



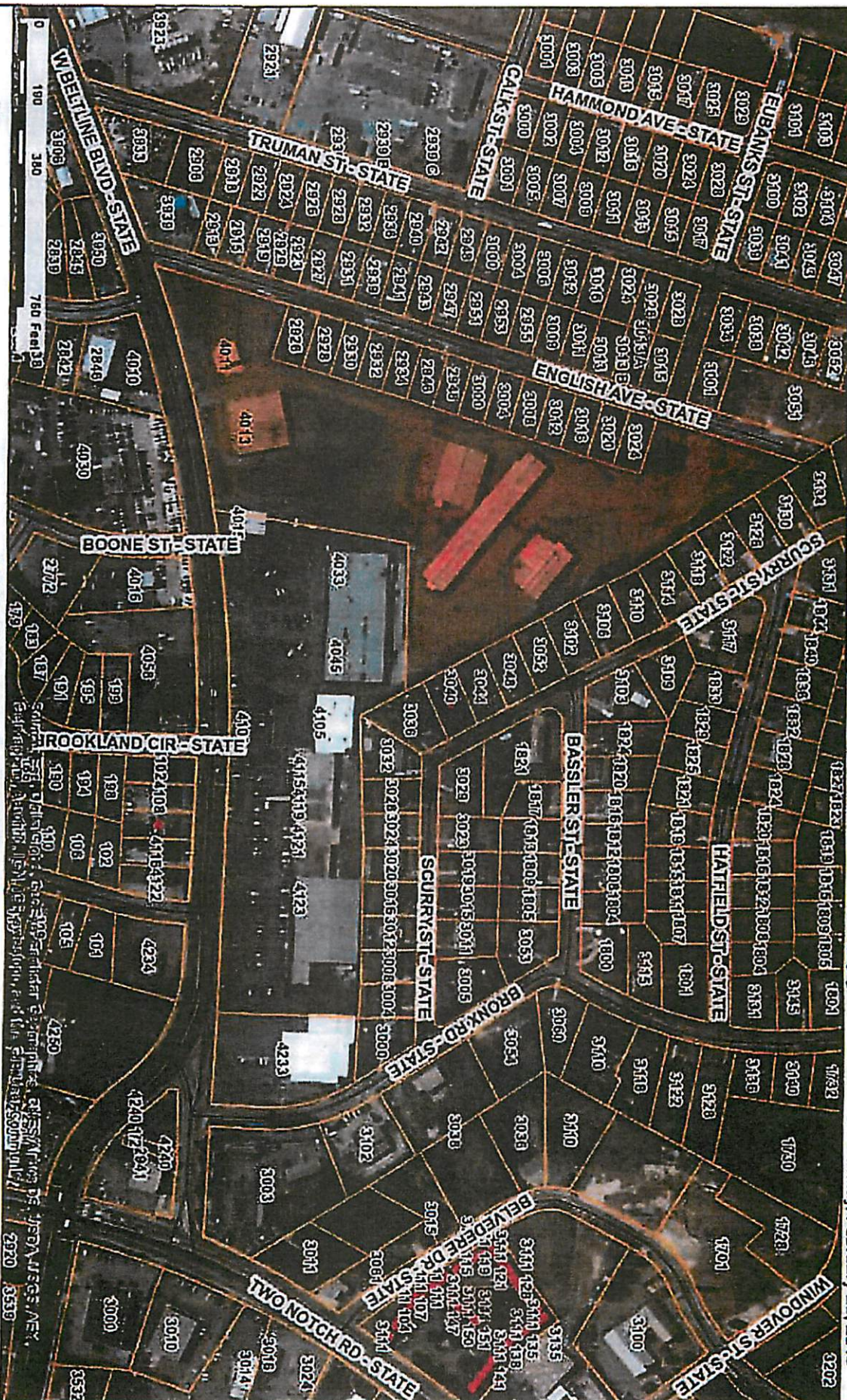
Robert N. McLeod, P.E.
 Senior Project Manager



City of Columbia

Water and Wastewater Facility
4011 West BETULINE BLVD (SHADED)

Friday, February 20, 2015



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.



<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 15%;">FUND</td><td style="width: 10%; border: 1px solid black;">EW1</td><td style="width: 75%; border: 1px solid black;">Sewer Improvements</td></tr><tr><td>BRANCH GOV'T</td><td style="border: 1px solid black;">11</td><td style="border: 1px solid black;">Sewer Projects</td></tr><tr><td>DEPT. / BU</td><td style="border: 1px solid black;">UESKIB</td><td style="border: 1px solid black;">Sewer CIP</td></tr><tr><td>DIVISION</td><td style="border: 1px solid black;"></td><td style="border: 1px solid black;">Sewer Improvements</td></tr></table> GENERAL INFORMATION Location Est. Completion Date Anticipated Lifespan TYPE OF IMPROVEMENT <table style="width: 100%;"><tr><td>☐ Land</td><td>☐ Prof. Services</td></tr><tr><td>☐ Structures</td><td>☐ Mach/Funish/Equip</td></tr><tr><td></td><td>☐ Major Maintenance</td></tr></table> DESCRIPTION DESIGN BY <table style="width: 100%;"><tr><td>☐ City Engineer</td></tr><tr><td>☐ Private Consultant</td></tr></table> CONSTRUCTION BY <table style="width: 100%;"><tr><td>☐ City Forces</td></tr><tr><td>☐ Contract</td></tr></table>	FUND	EW1	Sewer Improvements	BRANCH GOV'T	11	Sewer Projects	DEPT. / BU	UESKIB	Sewer CIP	DIVISION		Sewer Improvements	☐ Land	☐ Prof. Services	☐ Structures	☐ Mach/Funish/Equip		☐ Major Maintenance	☐ City Engineer	☐ Private Consultant	☐ City Forces	☐ Contract	CITY OF COLUMBIA CAPITAL IMPROVEMENTS PROGRAM BUDGET REQUEST CIP No. SS7266 ☒ Capital ☐ Maintenance Description Water & Wastewater Maintenance Building Dept. Priority Ranking JUSTIFICATION COUNCIL DISTRICT <table style="width: 100%;"><tr><td>☐ 1</td><td>☐ 2</td><td>☐ 3</td><td>☐ 4</td></tr></table> <table style="width: 100%;"><tr><td>☐ Inside City</td><td>☐ Outside City</td></tr><tr><td>☐ Expansion</td><td>☐ Improvement</td></tr><tr><td>☐ Operational</td><td>☐ Upgrade</td></tr><tr><td>☐ Fire Protection</td><td></td></tr></table>	☐ 1	☐ 2	☐ 3	☐ 4	☐ Inside City	☐ Outside City	☐ Expansion	☐ Improvement	☐ Operational	☐ Upgrade	☐ Fire Protection		ORIGINATION DATE PROJECT MANAGER RELATIONSHIP TO FUTURE IMPROVEMENTS CONSEQUENCES / IMPACT OF NOT FUNDING PROPOSED FUNDING FY16 CIP
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☐ Fire Protection																																				

TYPE EXPENDITURES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL	FUTURE EXPEND.
Land							
Structure							
	City Forces						
	Contract		\$8,000,000			\$8,000,000	
	Pay Diff.						
	H/Way Relocation						
PROFESSIONAL SERVICES							
Mach/Funish/Equip							
	City Forces						
	Contract						
Major Maint.							
	City Forces						
	Contract						
Advertizing / Printing Ect.							
TOTAL			\$8,000,000			\$8,000,000	

FUND BRANCH GOV'T DEPT. / BU DIVISION	CODE 552 11 3600 6211	TITLE DESCRIPTION Water Improvements Water Projects Water Improvements Water CIP	CITY OF COLUMBIA CAPITAL IMPROVEMENTS PROGRAM BUDGET REQUEST				ORIGINATION DATE PROJECT MANAGER	
GENERAL INFORMATION Location Est. Completion Date Anticipated Lifespan			CIP No. WM419102 ☒ Capital ☐ Maintenance				RELATIONSHIP TO FUTURE IMPROVEMENTS Need to have room for maintenance crews and materials	
TYPE OF IMPROVEMENT ☐ Land ☐ Prof. Services ☐ Structures ☐ Mach/Funish/Equip ☐ Major Maintenance			Description: Water and Wastewater Facility Dept. Priority Ranking				CONSEQUENCES / IMPACT OF NOT FUNDING Continue to share Public Works Facility	
DESCRIPTION Water and Sewer Maintenance Facility			JUSTIFICATION				PROPOSED FUNDING Water and Sewer Funds	
DESIGN BY ☐ City Engineer ☒ Private Consultant			COUNCIL DISTRICT ☐ 1 ☐ 2 ☐ 3 ☐ 4					
CONSTRUCTION BY ☐ City Forces ☒ Contract			☐ Inside City ☐ Outside City ☐ Expansion ☐ Improvement ☐ Operational ☐ Upgrade ☐ Fire Protection					

TYPE EXPENDITURES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL	FUTURE EXPEND.
Land							
Structure							
City Forces							
Contract	\$15,152,500					\$15,152,500	
Pay Diff.							
H/Way Relocation							
PROFESSIONAL SERVICES							
Mach/Funish/Equip							
City Forces							
Contract	\$1,475,615					\$1,475,615	
Major Maint.							
City Forces							
Contract							
Advertizing / Printing Ect.							
TOTAL	\$16,628,115					\$16,628,115	

Agreement for Engineering Services For
Wastewater Collection System Pump Stations Rehabilitation
Project Funding: 5529999-SS7060-658650

American Engineering Consultants (AEC) and City of Columbia, SC

Contract Amendment #3

February 17, 2016

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and American Engineering Consultants (Engineer) dated February 7, 2012 (Agreement), amended by Contract Amendment #1 dated May, 29, 2013, Contract Amendment #2 dated April 9, 2015 and further amended by this Amendment for additional services to the wastewater collection system for Clearwater, Meadowland, Prescott Manor, Shady Lane, Swandale and Yacht Cove Pump Station more fully described in Exhibit A attached hereto.

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

Proposed Change and Basis for Payment:

Original Contract Price:	\$372,000.00
Previous Change Orders:	\$ 8,775.00
This Change (addition/deletion):	\$108,965.00
Revised Contract Price:	\$489,740.00

Additional funds are to be provided in the following manner: 5529999-SS7060-658650

This Change is Acceptable:

By: Will H. Bingham American Engineering Consultants
Title: President

Recommended for Approval: Joseph D. Jaco Director of Utilities and Engineering
Joseph D. Jaco, P.E.

Recommended for Approval: _____ Assistant City Manager for Operations
Melissa Gentry, P.E.

Approval of Change: _____ City Manager
Teresa Wilson

AEC.2015.SS7060.MWWTP.PumpStationRehab.CA3.kr

APPROVED AS TO FORM

James J. Lisowski
Legal Department City of Columbia



ENGINEERING CONSULTANTS, INC.

1300 12th Street • P.O. Box 2299 • Cayce, SC 29171 • (803) 791-1400 • FAX: (803) 791-8110

COST CHANGE AMENDMENT

November 11, 2015

John Riggs, P.E.
 Assistant Wastewater Engineer
 City of Columbia
 Utilities and Engineering
 1136 Washington Street
 Columbia, South Carolina 29201

Subject: **PROJECT NAME: Wastewater Collection System Improvements for the Clearwater, Meadowland, Prescott Manor, Shady Lane, Swandale, and Yacht Cove Pump Stations**
CIP NUMBER: SS706001

Dear Mr Riggs,

Under a previously executed City of Columbia contract for SS706001, American Engineering provided engineering services for the refurbishment of 6 pump stations. The initial scope for this project was for the refurbishment of the 6 pump stations. At the 30% design review stage, the City requested that American Engineering incorporate new pump station standards under development into the project, requiring redesign to several components of each pump station. These resulted in larger sites, new equipment or upgrades to existing equipment that were not previously included and additional efforts required to meet these standards. This modification to the scope would provide the City with pump stations that meet the new standards, and therefore provide a better design and easier to maintain system. Furthermore, American Engineer Consultants was required by the City to provide additional services in order to meet the ongoing Clean Water 2020 program that needed to be included in the new scope of work.

American Engineering has proceeded with the revised design of the pump stations; however, due to the change in scope, additional design fees are required. Noted on the following pages are the Scope addition/deletion, Compensation, and Schedule adjustments necessary for this change.

I. SCOPE ADDITION/DELETION

The incorporation of the new pump station standards into the existing project required additional time and effort for additional coordination meetings, project management, geotechnical investigation, utility coordination, modifications to the evaluation report and design criteria analysis, additional field survey, revised and additional permitting, and additional time and effort for construction services relating to the increased duration of construction and additional modifications to the sites and equipment being installed on each pump station site.

Cost Change Amendment
November 11, 2015
Page 2

II COMPENSATION

Task Number	Task Title	Original Contract	Previous Amendment(s)	Current Amendment(s)	New Contract Value
Original Agreement	Master Agreement	\$372,000	\$0	\$0	\$372,000
Amendment #1	Professional Surveying for Easement Plats	\$0	\$8,775	\$0	\$8,775
Task 100	Coordination Meetings	\$0	\$0	\$10,500	\$10,500
Task 110	Project Management	\$0	\$0	\$6,000	\$6,000
Task 120	Geotechnical Investigation	\$0	\$0	\$1,500	\$1,500
Task 130	Utility Coordination	\$0	\$0	\$2,000	\$2,000
Task 200	Evaluation Report & Design Criteria	\$0	\$0	\$37,270	\$37,270
Task 210	Field Survey	\$0	\$0	\$5,745	\$5,745
Task 220	Regulatory Agencies & Permits	\$0	\$0	\$5,600	\$5,600
Task 230	Engineering/Administration Services during Construction	\$0	\$0	\$10,600	\$10,600
Task 240	Construction Observation	\$0	\$0	\$29,750	\$29,750
Total Fee		\$372,000	\$8,775	\$108,965	\$489,740

Amendment #2 was a time extension only amendment and does not impact agreement amount and is not listed above.

Cost Change Amendment
November 11, 2015
Page 3

SCHEDULE

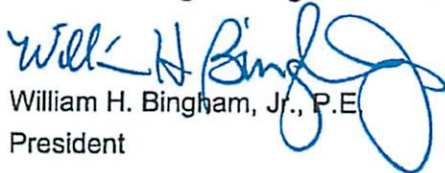
Amendment #2 for time extension to June 30, 2017 was requested and approved by the City. This amendment does not include any additional time extensions.

American Engineering appreciates the opportunity to provide this highly technical modification to the City of Columbia for the SS706001 project. If you have any questions please feel free to contact me.

Sincerely,

Sincerely,

American Engineering Consultants, Inc.


William H. Bingham, Jr., P.E.
President

Enclosures

cc: Emilia Floyd, PE, Clean Water 2020 Project Manager

**CONTRACT AMENDMENT #3
TO AGREEMENT FOR ENGINEERING SERVICES TO CIP SS7060**

**EXHIBIT A
SCOPE OF SERVICES FOR UPDATE TO AMENDMENT #3 FOR SS706001
ADDITIONAL ENGINEERING SERVICES**

The services performed as a part of this Scope of Services include providing additional professional surveying and engineering services.

The following are new tasks requested in the new scope of work that were not included in the original scope of work; and implemented beginning September, 2012 and do not include items before this date:

Task 100 – Coordination Meetings

The consultant has and continues to maintain regular contact with the City's staff by means of periodic progress meetings and or progress reports. During the coordination meeting, findings, project progress, project goals, deliverables, and schedule are discussed and reviewed. Engineer shall prepare progress reports after set meetings. In addition to the periodic progress meetings, three (3) design review meetings were held at 30%, 60% and 90% design completion.

Task 110 – Project Management

The consultant has and continues to communicate with the City through a single point of contact, consultant's Project Manager and utilize the SharePoint provided by the City to share and file documentation of project progress, data, decisions, deliverables, progress reports/meetings, schedule updates, permits, drawings and design and management of the project.

Task 120 – Geotechnical Investigation

Consultant coordinated with the City and the City's Geotechnical Consultant which conducted the geotechnical investigation to provide subsurface information at each of the six pump stations, and incorporated findings into the design.

Task 130 – Utility Coordination

Consultant contacted and evaluated with SCE&G officials availability of gas service for all six pump stations, to provide maps depicting the general location of the gas services associated with each of the pump stations, and to provide preliminary gas line construction budget cost.

EXHIBIT A
PAGE 2 of 4

The following are revised tasks from the original scope:

Task 200 – Evaluation Report and Design Criteria

The original scope of work was based on the refurbishing of six (6) existing pump stations; Clearwater, Meadowland, Prescott Manor, Shady Lane, Swandale and Yacht Cove. The consultant was requested to revise the scope of work to redesign all six (6) stations in order to incorporate the new City's standards being developed during the 30% stage (Evaluation Report) of the project. The following are items associated with the re-design of the pump stations:

- Incorporate in the development of the Evaluation Report the new City standards regarding pump station new design.
- Coordinate with the City to obtain existing utility mapping in the project area.
- Obtain county tax map records for identifying property potentially affected by the project.
- Obtain SCDOT, Railroad and City maps for road and street right-of-way information.
- Contact other utilities in the area that can be determined from field observation for mapping and location information that may impact the re-design of the pump stations.
- Re-design all six pump stations in accordance with new City standards.
- Provide the City copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones.

The City has also requested the consultant to assist the City with the development of the new City standard documents by providing input and electronic drawings for City use and modification.

Task 210 – Field Survey

Consultant provided survey services required to accommodate the redesign of all 6 pump stations additional to the work required for the refurbishing of the pump stations. Additional field survey work includes:

- Complete field surveying to locate both horizontally and vertically features within and around each pump station property and using new standard datum requirements.
- All underground utilities as identified and marked in the field by the local utility locating service.
- All State and County ROWs and any existing obvious and apparent utility easements within the each of the pump station project limits shall be researched through the appropriate entity and identified by the consultant for use during the survey and for re-design purposes.

Task 220 – Regulatory Agencies and Permits

Consultant is to Coordinate and meet with all necessary City, County, State and Federal regulatory agencies to determine additional requirements and permits associated with the re-design of all six pump stations, i.e. zoning, encroachment permits, landscaping, construction,

EXHIBIT A
PAGE 3 of 4

etc. not required when just refurbishing of the stations. In addition, the Consultant is to coordinate with Richland County and City officials regarding the requirements associated with the purchasing the site of two of the pump stations (Meadowland and Swandale).

Task 230 – Engineering/administration Services During Construction

- Consultant is to provide additional services to accommodate additional construction effort associated with the re-design instead of the refurbishing of all six pump stations. Engineering/Contract administration includes but it is not limited to:
 - Shop drawings review and approval.
 - Pay request applications review and approval.
 - Respond to Contractor's RFI as they relate to the contract requirements
 - Attend monthly progress meetings during the project's construction period.
 - Change orders preparation if necessary.
 - Review testing results of test required by contractor for contract compliance.
- Consultant to utilize the Sharepoint document control system provided by the City. Consultant to maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, change orders, scheduling, project meetings, cost and disbursement data, progress reports and all other documents pertaining to the construction contract.
- Consultant will hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. Construction Time is estimated at twelve (12) months. One (1) pre-construction meeting and twelve (12) monthly construction progress meetings have been budgeted. Consultant will submit meeting minutes of all meetings to the City.

Upon completion of the work, prepare and submit for final SCDHEC permit to operate on behalf of the City, and develop and organize operation and maintenance manuals for all six pump stations.

Construction stage of the project was estimated to be 9 months and now is 12 months.

Task 240 – Construction Observation

Additional site visits to be performed by the Engineer or its Construction Observation Representative to accommodate new scope of work. Site visits will be increased from two times per week to three times per week per each site. Construction Time is estimated at twelve (12) months; however, actual full time construction observation is only anticipated for nine (9) months due to times involved with project start up, substantial completion, and etc.

EXHIBIT A
PAGE 4 of 4

Construction stage of the project was estimated to be 9 months and now is 12 months.

At this point, this amendment is based on the assumption that the work on all six pump stations will be done as a single project. Therefore, any deviation from this assumption will require an amendment to authorize additional changes.

**EXHIBIT B
COMPENSATION****City of Columbia
UPDATE TO AMENDMENT #3 FOR SS706001
ADDITIONAL ENGINEERING SERVICES**

Compensation for services provided as outlined in Exhibit A, Amendment to Scope of Services, will be for the ~~lump~~ sum of \$108,965.00. The new total fee for the agreement is \$489,740.00. *KR*

Task 100 – Coordination Meetings	\$10,500.00
Task 110 – Project Management	\$6,000.00
Task 120 – Geotechnical Investigation	\$1,500.00
Task 130 – Utility Coordination	\$2,000.00
Task 200 – Evaluation Report & Design Criteria	\$37,270.00
Task 210 – Field Survey	\$5,745.00
Task 220 – Regulatory Agencies and Permits	\$5,600.00
Task 230 – Engineering/Administration Services during Construction	\$10,600.00
Task 240 – Construction Observation	\$29,750.00

EXHIBIT B
PAGE 2 of 2

EXHIBIT B
COMPENSATION
TABLE 1

City of Columbia
UPDATE TO AMENDMENT #3 FOR SS706001
ADDITIONAL ENGINEERING SERVICES
SCHEDULE OF HOURLY BILLING RATES
January 1, 2015-December 31, 2015

AMERICAN ENGINEERING CONSULTANTS, INC.
RATE SCHEDULE
2015

PRINCIPAL ENGINEER	\$170.00	PER HOUR
PROJECT ENGINEER	\$125.00	PER HOUR
REGISTERED LAND SURVEYOR	\$115.00	PER HOUR
DESIGN ENGINEER	\$110.00	PER HOUR
SURVEY MANAGER	\$85.00	PER HOUR
DESIGN TECHNICIAN	\$80.00	PER HOUR
SENIOR CAD TECHNICIAN	\$75.00	PER HOUR
CAD TECHNICIAN	\$65.00	PER HOUR
SENIOR FIELD TECHNICIAN (const. observation)	\$75.00	PER HOUR
FIELD TECHNICIAN	\$65.00	PER HOUR
CLERICAL	\$50.00	PER HOUR
SURVEY CREW – 2 MAN	\$150.00	PER HOUR
SURVEY CREW – 3 MAN	\$225.00	PER HOUR
COPIES (24" x 36")	\$1.25	PER EACH
COPIES (30" x 42")	\$1.75	PER EACH
COPIES (8 ½ x 11)	\$0.30	PER EACH
COPIES (8 ½ x 14 or 11 x 17)	\$0.50	PER EACH
COLOR PLOTS (24" x 36")	\$15.00	PER EACH
COLOR PLOTS (30" x 42")	\$20.00	PER EACH
MYLAR PLOTS (24" x 36")	\$20.00	PER EACH
MYLAR PLOTS (30" x 42")	\$30.00	PER EACH
MILEAGE	\$0.58	PER MILE
DIRECT EXPENSES	COST PLUS 15 %	

SPECIAL SERVICES: The above Hourly Rates shall be increased by a factor of 1.5 for courtroom appearances (including preparation) and for overtime hours.

CONDITIONS: The above Rate Schedule shall be in effect through December 31, 2015. Rates are subject to change upon notification. Any revision shall be included in Documents of which this schedule is a part.

EXHIBIT C
PAGE 1 of 1**EXHIBIT C**
SCHEDULE**City of Columbia**
UPDATE TO AMENDMENT #3 FOR SS706001
ADDITIONAL ENGINEERING SERVICES

The estimated schedule to complete the project is as follows: June 30, 2017. Please refer to Contract Amendment #2.

<u>Activity</u>	<u>Proposed Schedule Completion Dates</u>
SCDHEC/County/City Permitting (Subject to SCDHEC/City/County review and processing times)	August, 2015
Bid Opening	February, 2016
Contract Award (Subject to City review and processing times)	April, 2016
Construction Phase	May, 2016
Close-out/Final permits to operate	June, 2017

EXHIBIT D
PAGE 1 of 1

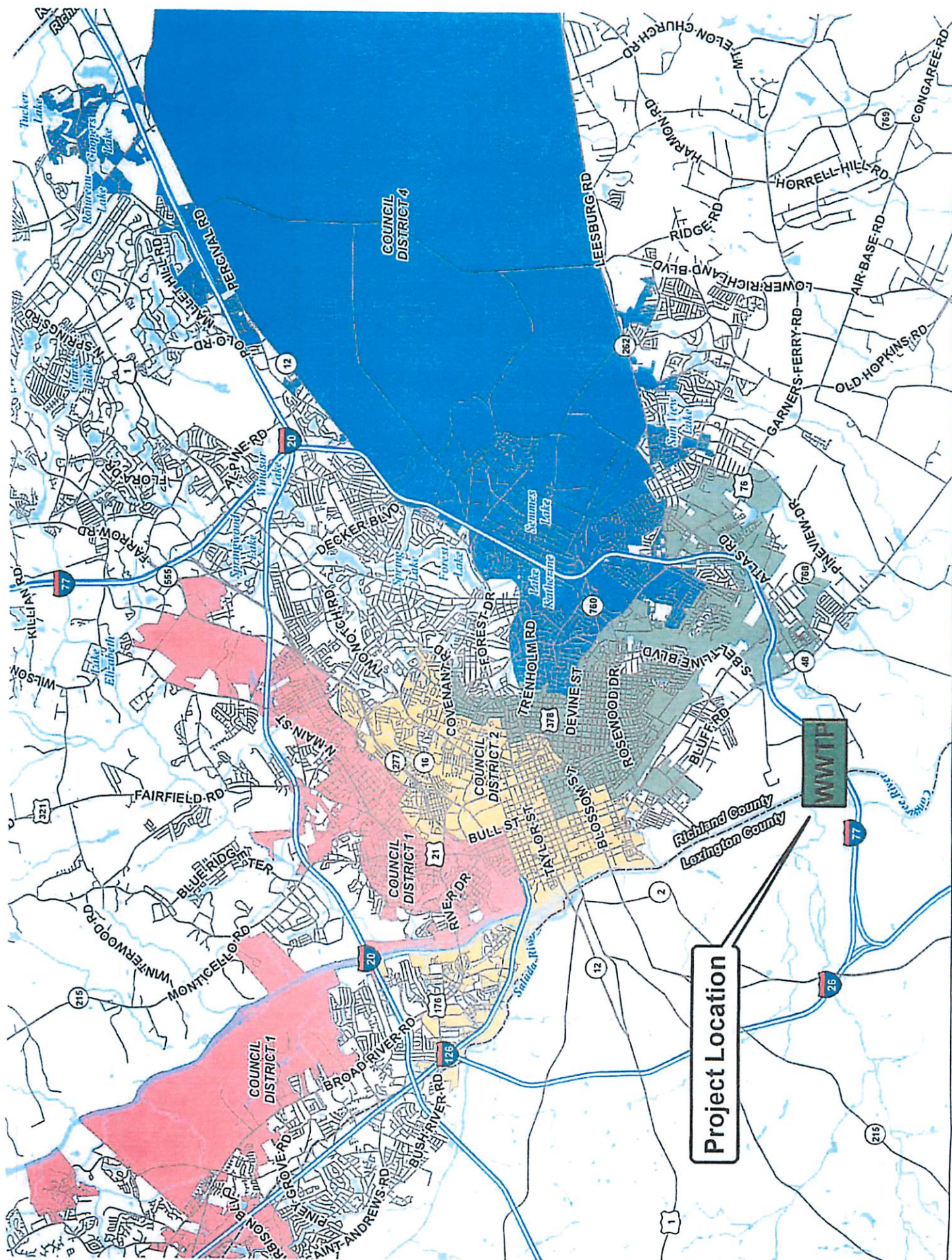
EXHIBIT D
SUBCONSULTANT FIRM INFORMATION RECORDS

City of Columbia
UPDATE TO AMENDMENT #3 FOR SS706001
ADDITIONAL ENGINEERING SERVICES

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone Number	Group (MBE, FBE, SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services
Howard Engineering PO Box 237 Marietta, SC 29661	Amy Howard (864) 836-0440	WBE	Electrical Engineering Services	\$15,000.00*
Case Consulting, Inc. 2500 Devine Street Suite H Columbia, SC 29205	Calvin Wise (803) 929-3734	MBE	Structural Engineering Services	\$7,000.00*

*Estimated fee. Fee may vary based on actual services provided. Amounts have not changed from originals



<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">FUND</td> <td style="width:10%;">CODE</td> <td style="width:75%;">TITLE DESCRIPTION</td> </tr> <tr> <td>BRANCH GOV'T</td> <td>EW1</td> <td>Sewer Improvements</td> </tr> <tr> <td>DEPT. / BU</td> <td>11</td> <td>Sewer Projects</td> </tr> <tr> <td>DIVISION</td> <td>UESKIB</td> <td>Sewer CIP</td> </tr> <tr> <td></td> <td></td> <td>Sewer Improvements</td> </tr> </table> GENERAL INFORMATION Location: Various Est. Completion Date: FY16 Anticipated Lifespan: 10 years TYPE OF IMPROVEMENT ☐ Land ☐ Prof. Services ☒ Structures ☐ Mach/Funish/Equip ☐ Major Maintenance DESCRIPTION Replacement and Upgrades to 6 existing pump stations-Clearwater, Yacht Cove, Meadowlands, Prescott Manor, Shady Lane, and Swandale Pump Stations. Improvements include new wet wells, pumping, electrical and SCADA equipment, generator, larger easements or property, and other general site improvements. DESIGN BY ☐ City Engineer ☒ Private Consultant CONSTRUCTION BY ☐ City Forces ☒ Contract	FUND	CODE	TITLE DESCRIPTION	BRANCH GOV'T	EW1	Sewer Improvements	DEPT. / BU	11	Sewer Projects	DIVISION	UESKIB	Sewer CIP			Sewer Improvements	CITY OF COLUMBIA CAPITAL IMPROVEMENTS PROGRAM BUDGET REQUEST CIP No. SS706016 ☒ Capital ☐ Maintenance Description: Pump Station Improvements at 6 Sites Dept. Priority: Ranking: JUSTIFICATION Replacement and upgrades to prevent failure of equipment, which can result in SSOs, increased maintenance time and costs, and restrict/inhibit future developments. COUNCIL DISTRICT ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ Inside City ☒ Outside City ☐ Expansion ☐ Improvement ☐ Operational ☒ Upgrade ☐ Fire Protection	ORIGINATION DATE: PROJECT MANAGER: EMILIA FLOYD (CLEANWATER 2020) RELATIONSHIP TO FUTURE IMPROVEMENTS Construction and construction services related to the design previously completed for these pump stations. CONSEQUENCES / IMPACT OF NOT FUNDING Failure of equipment, which can result in Sanitary Sewer Overflows, increased maintenance time and costs, and restrict/inhibit future developments to be allowed to connect to the existing sewer system. PROPOSED FUNDING Construction: FY15-16 CIP SS706016 Original Budgeted Line Item(Year 1)
FUND	CODE	TITLE DESCRIPTION															
BRANCH GOV'T	EW1	Sewer Improvements															
DEPT. / BU	11	Sewer Projects															
DIVISION	UESKIB	Sewer CIP															
		Sewer Improvements															

TYPE EXPENDITURES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL	FUTURE EXPEND.
Land							
Structure							
City Forces							
Contract	\$2,865,000					\$2,865,000	
Pay Diff.							
H/Way Relocation							
PROFESSIONAL SERVICES							
Mach/Funish/Equip							
City Forces							
Contract							
Major Maint.							
City Forces							
Contract							
Advertizing / Printing Ect.	\$10,000					\$10,000	
TOTAL	\$2,875,000					\$2,875,000	

SS706016



CITY OF COLUMBIA
INTER-OFFICE MEMO
DEPARTMENT OF UTILITIES AND ENGINEERING

TO: Ms. Teresa Wilson
City Manager

DATE: May 16, 2016

FROM: Suzanne B. Leitner
Engineering Administration Manager

INITIALS: *SBL*

RE: **Council Agenda Item:** Change Order # 1 WM379101: Water Main Along Sylvan, Shannon Springs and Briarfield Roads

The attached change order is forwarded for your approval. This change order is necessary to compensate the contractor for additional work requested by the City. Additional work completed includes Centerfield Road water line repair and replace water line along Sylvan Drive from Buckfield Road to North Trenholm Road.

The total amount of this change order is \$296,276.20 of which \$100,000.00 will be deducted from the owner's contingency allowance included in the original contract. The remaining funds have been identified via savings in other projects budgeted in the FY 15/16 CIP as follows: \$196,276.20 will be taken from project WM300116 – Annual Water Quality Projects City Wide (Services & 2" water line replacement). With this change order, the revised contract amount is \$1,605,298.80. The Protégé was busy working on the original contract portion of the project so the Mentor crews completed the change order work to keep the project on schedule.

LAD Corporation of West Columbia (mentor) is located in Swansea, South Carolina and Lexington Earth Works (protégé) is located in Swansea, South Carolina.

The Director of Utilities and Engineering recommends approval of the attached change order.



CIP# WM379101
Water Main Construction along Sylvan Drive, Shannon
Springs Road, and Briarfield Road
Change Order #1
March 10, 2016

Description of Change: A modification of the Contract Agreement between the City of Columbia (City) and LAD Construction Company Inc. (Contractor) is requested in order to compensate the contractor for the increased project scope and work. A detailed proposal from LAD Corporation is attached.

Reason for Change: The requested change is necessary for 100% completion of project scope and work. This final pay application will close the project. Additional work completed includes Canterfield Road Water Line Repair; Replace Water Line Along Sylvan Drive from Buckfield Road to N. Trenholm Road.

Total Cost for Work = \$296,276.20

Funding Source: \$196,276.20 budget transfer from WM300116
 \$100,000.00 contingency

Proposed Change and Basis for Payment:

Owner's Contingency Allowance

Original Allowance Total:	\$100,000.00
Previous change orders:	\$0.00
This change (reduction):	<u>\$100,000.00</u>
Revised Owner's Contingency Allowance:	\$0.00

Proposed Change and Basis for Payment

Original contract price:	\$1,409,022.60
Previous change orders:	\$0.00
This change:	<u>\$196,276.20</u>
Revised contract price:	\$1,605,298.80

Contractual Completion Date:

Start Date: October 27, 2014
 Completion Date: August 23, 2015
 Revised Completion Date: March 31, 2016

CIP #WM379101
Change Order #1
Page 2

This Change is Acceptable:

LAD Corporation of West Columbia, Inc.

By: Linda A. Huth
Title: President

City of Columbia

Recommended for Approval: Franklin Goodwin Utility Coordinator
Franklin Goodwin

Recommended for Approval: Jeff Jeffers Sr. Utility Construction Administrator
Jeff Jeffers

Recommended for Approval: Michael F. Sheu, P.E. Asst. City Eng. for Const.
Michael F. Sheu, P.E.

Recommend for Approval: Dana R. Higgins, P.E. City Engineer
Dana R. Higgins, P.E.

Recommended for Approval: Joseph D. Jacob, P.E. Dir. Utilities & Engineering
Joseph D. Jacob, P.E.

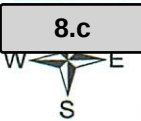
Recommended for Approval: _____ Asst. City Manager
Melissa S. Gentry, P.E.

Approval of Change: _____ City Manager
Teresa Wilson

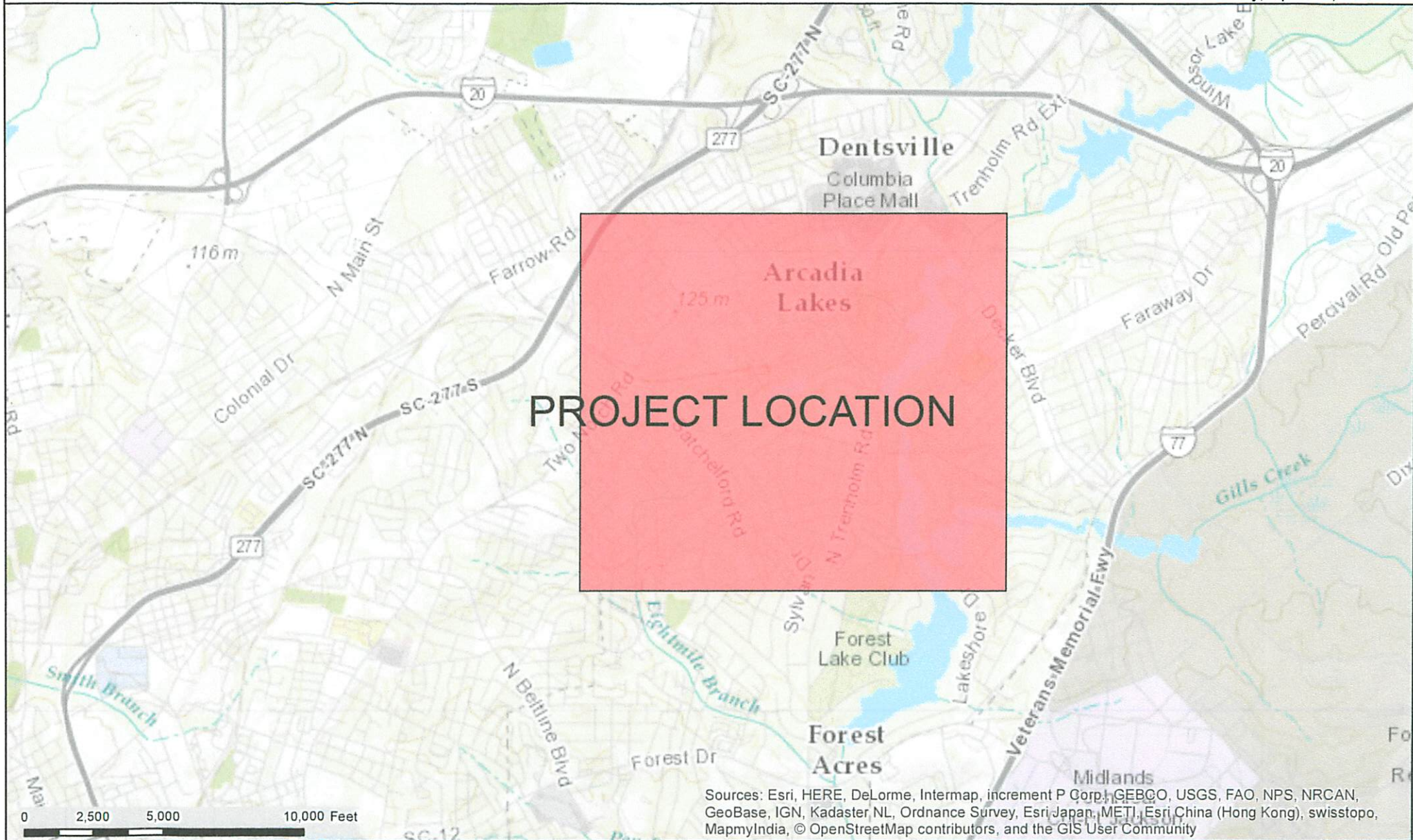
Attachments: Change Order Proposal; Budget Transfer

City of Columbia

WM4269 SYLVAN BRIARWOOD



Wednesday, April 06, 2016



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.



AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Alliance Consulting Engineers, Inc., (hereinafter referred to as the "Engineer"), for Flow Study services in evaluating the potential elimination of the Starlite Pump Station. The Starlite Pump Station Flow Study will consist of three phases: the Sanitary Sewer Evaluation Study (SSES) on up to 107 manholes and 29,000 linear feet of gravity sewer pipe; a Starlite Pump Station evaluation to include the overview of findings of the SSES and based on the Evaluation Report a determination will be made to upgrade or replace the existing Starlite Pump Station to meet current City of Columbia Standards or eliminating the existing Pump Station and construct a gravity wastewater line to convey wastewater downstream to the Bluff Road Pump Station more fully described in the Scope of Services in Exhibit A, attached hereto. Funding for this project has been identified as 5529999-SS7325-658650.

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

I. Scope of Services

Upon written notification by the City to proceed, the Engineer shall complete the scope of services more fully described in Exhibit A, attached hereto. The Engineer shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

II. Supplemental or Additional Services

Supplemental or Additional Services may be required of the Engineer by the City or recommended by the Engineer and approved by the City in writing.

The Engineer must obtain written approval from the City for any Supplemental or Additional Services prior to the work being performed. If the Engineer fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Engineer for services performed.

III. Term of Agreement

This Agreement shall expire, unless terminated earlier as provided for herein April 30, 2018, or at such time the total compensation provided for herein is reached, whichever is earlier.

The decision whether to extend the contract, upon written request, for reasons attributable to inclement weather, or for other cause determined in the sole and exclusive discretion of the party receiving the request, and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

IV. Schedule for Completion of Services

Time is of the essence. The Engineer shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.

If a delay is foreseen Engineer shall give thirty (30) days prior written notice to the Utilities & Engineering Department. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Engineer must keep the City advised at all times of status of order. Default in promised completion times without accepted reasons or failure to meet specifications, authorizes the Director of Procurement to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting Engineer.

V. Compensation

A. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit B attached hereto shall not exceed Three Hundred Fifteen Thousand Three Hundred and Fifteen Dollars and No/100 (\$315,315.00). Use of contingency funds for additional services is dependent upon written authorization of the City.

B. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Sub-consultants shown on Exhibit D hereto, and identify if the subcontractor is a Minority or Female Business Enterprise.** Each invoice shall bear the signature of the Engineer, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

VI. Indemnification, Hold Harmless and Insurance

A. The Engineer shall provide to the City evidence of Professional Liability Insurance in an amount not less than One Million and no/100 (\$1,000,000.00) Dollars per occurrence and Two Million and no/100 (\$2,000,000.00) Dollars Aggregate and General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net.

B. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any subcontractor of the Engineer commencing any services under this Agreement. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured.

C. The Engineer shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Engineer's performance or nonperformance of the services or subject matter called for in this Agreement.

VII. Subcontracting Outreach Program (<http://www.columbiasc.net/business-outreach/>)

The attention of the Engineer is directed to the Subcontracting Outreach Program. The Engineer is required to comply with the terms and conditions of this policy which can be located at www.columbiasc.net/business-outreach/. The Engineer shall, in performance of the Agreement, only use those subcontractors and/or vendors upon which the Engineer's scope of services was based. Subcontractor and/or vendor substitutions shall only be made upon the Owner's approval. The Engineer shall enter into contracts with those subcontractors and/or vendors, in the same dollar amount upon which the Engineer's scope of services was based, prior to award of the Agreement. Such Agreements shall be contingent upon award of the Agreement by the Owner and the Owner's Notice to Proceed to the Engineer. Each invoice shall identify the dollar amount that will be paid to each subcontractor and/or vendor for services performed and/or materials/products furnished under the Agreement. The Engineer shall provide the name of each subcontractor and/or vendor and a description of the services performed and materials/products furnished by each subcontractor and/or vendor and the dollar amount to be paid to each subcontractor and/or vendor.

VIII. Mentor-Protégé Program (<http://www.columbiasc.net/business-outreach/>)

The City of Columbia shall encourage, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project under this Agreement shown on Exhibit F attached hereto. The Engineer must comply with Mentor-Protégé Program Guidelines. The Mentor Protégé Program Guidelines can be located at www.columbias.net/business-outreach/. The Engineer agrees that the Mentor Protégé Program does not create any contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Engineer agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party.

IX. Licenses, Permits and Taxes

A. The Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Engineer in performing the services required under this Agreement. The Engineer shall be responsible for any costs relating to same.

B. The Engineer shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for

Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/SCDOT Encroachment Permits, and Encroachment Permits for other utility rights-of-way and Railroad Right-of-Way Encroachment Permits/Agreements. The City shall obtain the approvals and/or permits identified by the Engineer and pay any costs relating to same.

C. The Engineer shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

D. The Engineer shall procure a City of Columbia business license while performing services under this Agreement.

X. Duties upon Termination

At termination of this Agreement, the Engineer shall immediately provide the City with all records and data in any format the Engineer is capable of producing and at no cost to the City, which were generated, created or received by the Engineer in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Engineer's successor. All records shall be free from any proprietary claims or interest. The Engineer agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

XI. Termination of Agreement

The City may terminate this Agreement at any time upon any of the following grounds:

A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

B. The Engineer fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency;

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Engineer shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its

percent of completion, whichever of the two methods provides the lowest sum to be paid to the Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

XII. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Engineer or any subcontractor retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.

XIII. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Director of Utilities and Engineering, City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Alliance Consulting Engineers, Inc., c/o Ryan Slattery, 1201 Main Street, Suite 2020, Columbia, SC 29201.

XIV. Consent Decree

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

B. In addition to the requirements above, the Engineer shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Engineer's possession or control that relate in any manner to the Engineer's performance under this Agreement ("Preserved Documents"). Upon the Engineer's performance of all services required under this Agreement, the Engineer shall provide the City with all Preserved Documents. In addition to the requirements above, the Engineer shall provide the City with all Preserved Documents upon termination of this Agreement.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Engineer shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Engineer first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Engineer shall provide written notice

in accordance with above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Engineer's rationale for attributing such delay to a force majeure event. The Engineer shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

D. The Engineer shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Engineer neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Engineer agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Engineer which results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Engineer's failure to perform pursuant to the Agreement, including the failure to meet the deadlines set forth in Exhibit C attached hereto.

E. The Engineer shall perform the services pursuant to this Agreement using sound engineering practices as set forth in the Consent Decree.

XV. Miscellaneous

A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

B. The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.

C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City.

D. The Engineer certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Consultant and any sub-consultants; or (b) the compliance with Title 8, Chapter 14 by consultant and any sub-consultant. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Consultant agrees to include in any contracts with its consultants language requiring the sub-consultants to (a) comply with the

applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-consultants language requiring the sub-consultant to comply with the applicable requirements of Title 8, Chapter 14.

E. In the event there are any disagreements between the City and the Engineer with regard to any

of the requirements, specifications or interpretation of this Agreement, the Engineer agrees to defer to the reasonable interpretations of the City as, from time to time may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

F. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Engineer agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Engineer.

G. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Change Order signed by both the City and the Engineer may amend this Agreement.

H. The failure of either the Engineer or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

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

J. This Agreement is subject to City Council approval.

K. Contractor and any Sub-Contractor is subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act," A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

(1) influence the discharge of a public official's, public member's, or public employee's official responsibilities;

(2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or

(3) induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

L. The Engineer will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

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

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

By:

Teresa Wilson, City Manager

Alliance Consulting Engineers, Inc.

By:

Title: President

Witness

RECOMMENDED BY:

Joseph D. Jaco, P.E., Director of Utilities and Engineering

RECOMMENDED BY:

Melissa Gentry, P.E., Assistant City Manager for Operations

Alliance.Consulting.Engineers.2016.SS.7325.Starlite.P.S.Flow.Study.Engineering Agreement.kr

APPROVED AS TO FORM
Legal Department City of Columbia, SC

EXHIBIT A**SCOPE OF SERVICES****City of Columbia****CIP # SS7325****STARLITE PUMP STATION FLOW STUDY**

The Starlite Pump Station is off of Bluff Road between Flamingo Drive and Avalon Drive. The station has had several SSO's due to it's location adjacent to a stream and some collapsed pipes. The City is evaluating the potential of eliminating this pump station. This project consists of three phases:

1. SSES on up to 107 manholes and 29,000 linear feet of gravity sewer in the area as defined in Figure 1 below.
2. Pump Station Evaluation to include the overview of findings of the SSES.
3. Based on the Evaluation Report as prepared under Phase II, the City of Columbia will have the option of amending this contract to perform on of the following:
 - A. Upgrading or Replacing the existing Starlite Pump Station to meet current City of Columbia Standards; or
 - B. Eliminate the existing Starlite Pump Station and construct a gravity wastewater line to convey wastewater downstream to the Bluff Road Pump Station.

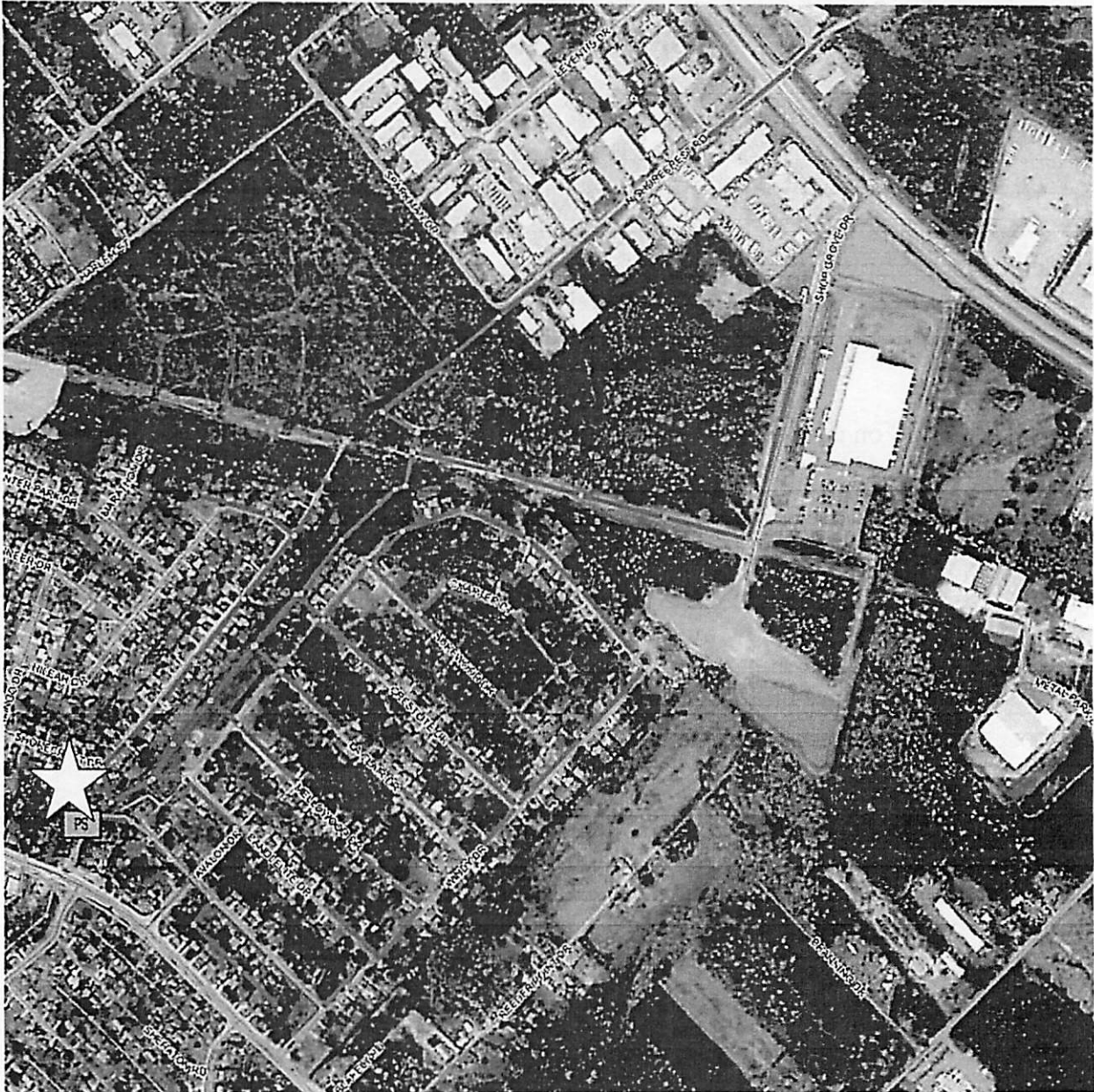


Figure 1

PHASE I- SSES

The services performed by the CONSULTANT as a part of this project include providing technical engineering support to the City of Columbia (CITY) for a Sewer System Evaluation Study (SSES) of a portion of the CITY's sanitary sewer system to identify problems that may lead to sanitary sewer overflows (SSOs). The investigations are intended to identify structural, operations and maintenance, and infiltration and inflow (I/I) related problems

In this scope and all associated attachments, the CITY and OWNER are synonymous. The term CONSULTANT refers to the firm performing the field services (ENGINEER OR SUBCONSULTANT) during the study and design phase. CONTRACTOR refers to the construction contractor during the construction phase in this scope and the specifications.

The project area is identified in **Figure 1**. Pipes 15-inches in diameter and greater, and manholes connected to these pipes, will be assessed under a separate contract and are excluded from this Scope of Services. Pipes to be determined to be 15-inches in diameter and larger shall be field verified at the lowest downstream end, and verified by the CITY based on information currently available to avoid gaps in data. These pipes and associated manholes shall be added to the scope at the direction of the CITY if they have been determined to have not been previously inspected.

The purpose of this project is to collect data for a portion of the CITY's collection system infrastructure for use in determining rehabilitation and replacement needs. This Scope of Services specifically includes the following SSES tasks:

- Manhole Inspection and Survey
- Sanitary Sewer Closed Circuit Television (CCTV) Inspection
- Gravity Sewer System Manhole Inspections
- Gravity Sewer System Smoke Testing
- Dye Testing

The specifications and all associated requirements referenced in Exhibit E shall apply throughout this Scope of Services, even if not specifically referenced. CONSULTANT to determine with OWNER where specific tasks within the specifications fall into the overall Scope of Service if not clearly defined.

Phase I Task 1 – Project Management and Administration during Assessment

CONSULTANT will manage the efforts of its project team members and sub-consultants, assign manpower, delegate responsibilities, review work progress, monitor budget and schedule, and otherwise direct the progress of the work. As part of project administration, CONSULTANT will:

- Communicate with the CITY through a single point of contact, the CONSULTANT's Project Manager.
- Throughout the project, the CONSULTANT will maintain regular contact through the CITY's staff. This scope includes a kickoff meeting at the beginning of the project and monthly progress meetings during the execution of Phase I tasks 1, 2, and 3, and will include a 30, 60

and 90 Percent Design Review Meetings. The CONSULTANT will issue meeting minutes for each meeting during the project. At the project milestones 30, 60 and 90 percent, the CONSULTANT will compile all comments received during the meetings and respond to one consolidated set of comments from the CITY utilizing the CITY's Standard Comment Form. Responses to the comments will be checked for acceptance by individual commenters before being accepted and closing out the individual comment. At the conclusion of final design, drawings and specifications will be submitted to the CITY for final review and approval. Revisions to the drawings will subsequently be made to incorporate the CITY's comments. This scope assumes four sets of design and construction documents will be delivered for each submittal (30 percent, 60 percent, 90 percent, draft final and final bid set). Electronic copies of the contract documents will also be delivered in PDF format. Milestone checklists will be utilized by the CITY's review team during the 30, 60 and 90 percent design review meetings. A copy of these checklists will be provided by the CITY.

- Provide monthly schedule updates pertaining to CONSULTANT's portion of the work to the CITY. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule shall be created and updated not less than monthly in MS Project or Primavera P6. The initial detailed project schedule shall be reviewed by the CITY before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C. All documents provided to the CITY for review and approval shall be provided in hardcopy and electronically in PDF format at a minimum.
- CONSULTANT shall submit a Work Summary spreadsheet that the CITY will utilize to report to Cityworks® on areas that have been inspected or rehabilitated along with each monthly invoice. A comprehensive list is to be provided with each invoice identifying each pipe and/or manhole or other asset, and what was done (cleaning, etc). A sample Work Summary template will be provided by the CITY for this spreadsheet.
- CONSULTANT will utilize SharePoint, a web based document storage, sharing, and controls website currently utilized by the CITY, to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
- Implement and adhere to internal quality control and quality assurance procedures and also ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.
- Invoicing for this Task will be finalized with the completion of Phase IIIA Task 1 or Phase IIIB Task 1.

Phase I Task 2 - Data Management

Data management is an imperative aspect to any successful SSES. A centralized project database will be created to organize and manage the collected information, and will be imported into the CITY's GIS system. The data management task will include the following activities:

1. **Review and Update Existing Asset Information (GIS Mapping and System Connectivity)**- CONSULTANT will request a copy of and update existing system information from the CITY's most recent wastewater utility network GIS dataset and will apply the current asset naming protocol to all features that are not currently using this nomenclature, while maintaining legacy naming protocols to allow the CITY to link old data to the new naming. CONSULTANT to request and use available Record Drawings provided by the CITY

to supplement the GIS information available to identify existing manholes and pipes and their attributes in the project area. The asset naming protocol will be based on using a sub-basin ID and a unique identifier as specified in the specifications. As part of this process the CONSULTANT will identify and correct flow and connectivity issues within the dataset as well as any data gaps or missing/inconsistent data values. CONSULTANT will provide GIS data layers identifying the location of each issue and will provide an updated, complete GIS dataset to the CITY at the completion of field data collection activities. Updated GIS datasets must meet the data development requirements as dictated by the CITY. The information updated in this section is for mapping and system connectivity and does not include inspection and condition assessment data. CONSULTANT to work with the CITY on integrating updated mapping into the CITY's existing GIS.

2. **Review of System Condition Information** - CONSULTANT will collect and review historical SSO information for the project area and will interview CITY operations staff for help in identifying problem areas. The CONSULTANT will conduct a field visit (windshield survey) of the project area to become more knowledgeable about the existing site conditions. Priority for the initial field visit shall be given to system components that include, at a minimum, pipes within close proximity to potentially inundated water bodies, pipes within the floodplain, and critical areas such as major road crossings, aerial crossings, and railroad crossings.
3. **Data Quality Control Review** – CONSULTANT will utilize the CITY approved database software and management tools to perform quality control and review of all data collected during the project. Quality control and continuity checks will include but not be limited to the following:
 - a. Flow and connectivity checks to verify that the updated wastewater network data set (in GIS format) contains proper pipe flow directions and that all network features (manholes, pipes, etc.) are connected or coincident spatially in order to provide an accurate and connected electronic network representing the physical network installed.
 - b. All inspection records (manhole, CCTV, etc.) must link to the GIS features using the unique feature identifiers as specified in each of the detailed technical specifications documents for each type of work to be performed as part of the study (see specifications).
 - c. Data collected during the field inspection work must be checked against standard engineering practices such that pipe and structure invert elevations do not result in adverse slopes or are in conflict (unless field confirmed). Pipe materials and diameters should be consistent throughout contract or linear areas and should increase in diameter towards downstream areas of the system, unless a pipe diameter change is confirmed in the field.
 - d. All database field values entered should be consistent and match valid codes provided by the CITY or as defined in specifications.
 - e. Notations or free-form comments within the database should follow guidance provided in the specifications and be consistent such that the same comment should be used to reference similar notes or observations.
 - f. All Mapping, Inspection and Condition Assessment Data Submittals-CONSULTANT will review all submittals provided by SUBCONSULTANT and notify SUBCONSULTANT of

any deficiencies found for correction and resubmittal. Once the submittal has been deemed final/approved, CONSULTANT shall submit this to the OWNER on a monthly basis at the monthly progress meeting unless another date is agreed upon, including any corrections that were made.

CONSULTANT to conduct a quality check on all submittals received following a Quality Control Plan submitted to and approved by the OWNER. CONTRACTOR to submit separate detailed Quality Control Plan to CONSULTANT and OWNER for approval for internal review before sending submittals to CONSULTANT for review. All subsequent submittals must be in compliance with this approved plan. Documentation of compliance with this plan is to be submitted with each milestone submittal (30 percent, 90 percent, Final).

CONSULTANT shall submit Smoke Testing, Dye Testing, CCTV and Manhole Inspection databases and associated data (including digital photographs, videos, and any other associated records) on a monthly basis to the OWNER after a full Quality Control review. See the specifications for additional information on these submittals. CONSULTANT may coordinate with the CONTRACTOR to consolidate submittals from other types of testing if same contractor is conducting the work.

OWNER to be provided with a Final External Hard Drive by the CONSULTANT with the first monthly submittal to allow for subsequent monthly data submittals to be loaded throughout the project. Final External Hard Drive refers to the master hard drive that will be large enough to store all of the data collected for the duration of the project, and will become property of the OWNER upon completion of the project. The CONSULTANT shall compile and submit to OWNER a sample complete database submittal and all associated data for detailed review before the first monthly data submittal. The sample set shall include 10-15 tests/inspections, and all associated data such as photos, videos, inspection forms, etc. that are required for each type of test/inspection. This sample set will be reviewed by the OWNER and any deficiencies will be noted to the CONSULTANT for correction and resubmittal. All photos/videos and associated data files should be loaded onto the hard drive in such a manner that they can easily be related to the databases. Folders should not be used unless required by the databases-files should have unique file names as specified in the specifications so they can be loaded into one directory without duplication of names.

CONSULTANT shall keep a digital log in either excel or database format tracking all submittals received by CONTRACTOR, and all submittals made to OWNER. This shall include at a minimum:

Date received from CONTRACTOR, date of submittal to OWNER, what is included in submittal (this must be clear so that at the end of the project when all of the submittal data is loaded onto one drive each submittal can be clearly identified based on this information- this should include the type of information (i.e. videos, photos, etc.), and the associated areas and assets being included as defined in each database)

Upon conclusion of each type of testing/inspection the CONSULTANT shall resubmit a full final database and all associated data and files to the CITY to ensure completeness and allow

for review before deeming them FINAL.

Phase I Task 3 - Sewer Assessment

The sewer assessment to be conducted as a part of this project shall include manhole survey, manhole inspection of up to 107 manholes, smoke testing, CCTV, and up to five (5) dye test of pipes within the project area less than 15-inches in diameter and all manholes associated with these pipes. The intent of this project is to perform survey and manhole inspections of all manholes in the project area. Smoke testing will be conducted for all pipes within the project area less than 15-inches in diameter, and the manholes connected to those pipes. It is estimated that the project area contains approximately 107 manholes associated with pipes less than 15-inches in diameter, and 29,000 linear feet of sewer main less than 15-inches in diameter.

Information from all field inspections will ultimately be stored in the CITY's existing data management system. To facilitate this, during the course of the project, the CONSULTANT shall store and manage the data in accordance with the specifications. At the conclusion of the project, all data shall be submitted in a digital format following the requirements of the specifications and utilizing the electronic database formats given in the template files provided as part of various data collection specifications.

A brief summary of the technical requirements for the listed field inspection and testing work is provided below. Further information on each evaluation method is provided in the specifications. It should be noted that sewer flow control and sewer cleaning may also be required, for which detailed technical specifications are provided in the specifications.

1. **Gravity Sewer System Manhole Inspections** - Manhole inspections will be performed to verify the accuracy of the available mapping and to provide an opportunity for the mapping to be updated to reflect actual field conditions. This allows for field crews performing rehabilitation and/or replacement work to begin working more quickly and eliminate confusion regarding system connectivity, identification numbers, etc. Manhole inspections also evaluate the general condition of the system, identify specific defects or problems, and determine manhole rehabilitation recommendations.

Under this Scope of Services inspection crews will locate, open, and visually inspect approximately 107 manholes in the project area. This will be performed using Panoramo video camera or GoPro camera technology. The condition of the manholes will be assessed and an inspection report will be completed in accordance with the requirements set forth in the specifications.

Every reasonable effort shall be made to locate and inspect all manholes. Individual manholes that cannot be found within 15 minutes should be sent to the CITY for assistance in locating these manholes. A GIS map with an aerial of the manholes that could not be found should be provided to the CITY. Additional manholes found during inspections over the amount estimated in the scope will be paid for out of Client Controlled Contingencies.

Inspection crews will be expected to follow all reporting requirements and fill out all reporting forms listed in the NASSCO MACP handbook for Level 2 inspections.

2. **Manhole Survey** – Survey will be performed on each manhole to obtain x,y coordinates, rim elevation, manhole invert elevation, and the invert elevation and size verification of all pipes entering and leaving the manhole. Requirements for manhole survey are provided in the specifications.

Upon the completion of manhole inspections and manhole surveys, a complete list of all manholes that were not found should be provided to the CITY, along with the reasoning. This list will support the removal of manholes in the GIS that were found to not exist, or to help direct the CCTV either during design or construction (depending on the criticality and other factors) in order to find manholes that could not be found for other reasons (such as deep burial) to make the mapping as complete and accurate as possible.

3. **Gravity Sewer System Smoke Testing** - Smoke testing enables field inspection staff to quickly identify and quantify sources of inflow and rain-induced infiltration entering the sewer collection system. This Scope of Service includes smoke testing of all sewers within the project area less than 15-inches in diameter. See the specifications for additional information, including testing procedures, data collection requirements, and database requirements for smoke testing.

All applicable information regarding the test will be collected and entered into a digital database format (see specifications). All fields in the database shall be completed.

4. **Sanitary Sewer Television Inspection**- CCTV inspection shall consist of digital video recordings, digital photos and a NASSCO PACP database. Inspection logs shall also be provided. This scope assumes that 100 percent of the sewer lines (29,000 linear feet) will be CCTV inspected. All sewers shall be cleaned before performing CCTV. Detailed technical specifications for cleaning and CCTV inspections are provided in the specifications. Water for cleaning, dewatering, and disposal of debris shall be included in the cleaning and CCTV price. This scope assumes that 10 percent of the sewer lines (2900 linear feet) will require heavy cleaning (as defined in the specifications) before performing CCTV.

Manholes that could not be located, lines that seem to dead end, or other miscellaneous questions should be CCTV'd when other field investigation options have been exhausted. This can either be done during the design or construction phase of the project, and should be done in order to provide the CITY with mapping as accurate as possible of the existing system. Any items found should be added to the mapping, and should be inspected and data provided as required for all other pipes and manholes within the system.

5. **Dye Water Testing** -Dye water testing can be used to assist in locating cross connections between storm water and sanitary sewer systems or to confirm connections from an identified smoke lead to the sanitary sewer where the connection is not known from the smoke test alone. Non-toxic dye will be used to investigate specific potential interconnections. Storm sewer cross-connections and area drains that are suspected of being connected to the sanitary sewer will be positively identified using the dye tracer procedure. Field documentation will be used to record findings. Internal pipeline inspection will determine the exact source of the suspected interconnection and establish the best abatement option. The findings and conclusions will be documented in a digital database of the inspection and will be delivered along with the digital photographs, and other associated data as further defined in the specifications. All fields in the database shall be

completed. This scope assumes 5 dye tests will be required. See specifications for additional information, including testing procedures, data collection requirements, and database requirements for dye testing.

PHASE II- PUMP STATION EVALUATION

The scope of the project also includes the evaluation of the Starlite Pump Station including all equipment and components, operating conditions, aesthetics, existing capacity and potential future capacity needs based on the sewer area that can be served by this pump station. Based on this evaluation, a recommendation of rehabilitation/replacement or removal will be made by the Consultant in an Evaluation Report (example to be provide to Consultant). The Evaluation Report of proposed recommendations will include the findings with related cost estimates. Upon the City's review and approval of the Evaluation Report, the Consultant shall proceed with design services, and will follow with construction phase services.

The Consultant shall meet with the City at least monthly to provide a City standard progress report throughout all tasks. The Consultant shall prepare agenda and distribute minutes to all in attendance. A project schedule shall be created and updated not less than monthly in MS Project or Primavera P6. The initial detailed project schedule shall be reviewed by the City before proceeding with the scope of services. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C. All documents provided to the City for review and approval shall be provided in hardcopy and electronically in PDF format. Up to four copies of each document shall be provided in hardcopy unless otherwise specified. Final deliverables such as record drawings shall be submitted in a standard electronic format as approved by the City and in accordance with the City's record drawing standards. All relevant documents shall be posted to the Clean Water 2020 SharePoint site by the Consultant.

All work shall comply with the City of Columbia's standards.

The Consultant shall comply with the Mentor Protégé Program as established by the City of Columbia.

The Consultant's Compensation for this scope of services is outlined in Exhibit B.

The specifics of each of these services are more clearly defined in the sections below.

Phase II Task 1: Evaluation and Design Phase Administration

The Consultant will manage the efforts of its project team members and subconsultants, assign manpower, delegate responsibilities, review work progress, monitor budget and schedule and otherwise direct the progress of the work. As part of the Project Administration the Consultant will:

- Communicate with the City through a single point of contact, Consultant's Project Manager
- Participate in design review and construction progress meetings with the City as outlined in Tasks 1 and 2, respectively
- Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the City.
- Post all project related documents to the Sharepoint site.
- Provide a detailed project schedule within one week of execution of the Contract
- Plan and perform project quality control and quality assurance documentation.

No separate payment will be given for Phase II task 1. Work shall be performed as part of Phase I task 1.

Phase II Task 2: Evaluation Report

The Evaluation Task will include:

- Complete topographic survey in the City's standard datum (verify with City before proceeding with work) of the existing pump station site, and surrounding area as noted in Figure 1 including:
 - Providing additional area surrounding each site to cover a minimum 100 foot by 100 foot site location. It is assumed that each station site will have a 60 foot by 60 foot permanent footprint.
 - Calling in utility locates.
 - Collecting data logger information (min. one week-includes installation, monitoring and removal). Data Logger equipment to be furnished by the City
 - Gathering detailed information on each structure (such as the wet well, valve vault, fencing, paneling, etc), including inverts, sizes, materials, etc.
 - Extending two manholes out of the wet well upstream following any lines coming in with rim elevation, invert elevation, location, sizes, and material information.
 - Gathering topographic information from the existing pump station site to the new proposed pump station site (if applicable).
 - Gathering property information, including any easements that are present on the property. A property boundary survey is to be included of the properties that the existing pump stations are located on.
 - Researching existing access agreements or agreements required to enter the site.
- Evaluation of the area currently being served by the pump station, as well as any areas that may be served by the pump station in the future for build-out of the respective sub-basin. Evaluation will be limited to the immediate sub-basin. Areas outside of the immediate sub-basin requiring pumping into the immediate sub-basin and ultimately into these pump stations for repumping are not included in this scope of service for future planning unless specifically identified in this scope of service. Any existing pump stations pumping into the sub-basin for repumping will be considered in the evaluation as existing flows.
- Determine existing and potential future flows. Future flows to be based on service areas determined in previous item above. The methodology for determining future flows shall be based on Metcalf & Eddy "Wastewater Engineering Treatment and Reuse", Fourth Edition.

Methodology, for potential land development. All assumptions and findings shall be reviewed with the City before completion of this task. Existing flows to the pump station will be determined by utilizing available pump run times and customer counts, along with existing customer data that the City will provide to the Consultant (water consumption if sewer not available).

- Evaluate existing site and equipment for adequate size, condition, O&M history, accessibility, and current codes and standards. This should include review of the City's standards for pump stations which includes site layout, size of site and equipment, controls and communications, electrical, equipment type and requirements such as SCADA and valves, required appurtenances such as water, and other preferred standards such as a common manhole before entering the wet well. Size of wet well and certain equipment and components to be sized for future capacity needs and allow for easy expansion when needed. Once future flow projections are determined, the Consultant is to discuss with City which equipment and components may need to be modified to handle future conditions (such as generators, etc). Existing property size shall also be evaluated and compared to the City standard. The Consultant is to follow the attached flow chart. Analysis shall explore reasonable alternatives of rehabilitation, and may include alternates up to construction of new facilities. Analysis shall take into account capital costs and O&M costs. The City is to provide any available existing information for the pump station site. Examples include: original design details, pump curves, flow data and pump station logs.
- Consult with City maintenance staff to identify any specific ongoing problems at the site.
- Consultant is to prepare an Evaluation Report for the pump station site and submit to the City for review and approval before proceeding to Phase IIIA or Phase IIIB. The reports shall provide a detailed account of the site and a summary of the evaluation above based on existing and future flow conditions, and make any recommendations for rehabilitation/replacement. Recommendations to be consistent with potential CMOM regulations to improve reliability, reduce SSOs, increase safety, and reduce maintenance costs at each pump station. The report shall include preliminary cost estimates for the work that will be required at the pump station.
- An evaluation of the potential elimination of the pump station, route(s), cost, utility conflicts, easements and potential service area will be included in the study. The consultant will be responsible for field survey verification of the "tie in manhole" inverts and rim elevations.
- A technical review committee meeting will be conducted at 50% completion of this Task. This meeting will also include a "brainstorming session" to ensure that all City required information is included in the Evaluation Report.
- This report shall also include a general overview of the major items found in the SSES evaluation.
- Once the City has approved the Consultant to proceed to 90%, the Consultant shall complete the Evaluation Report in Draft form for final review by the City. A preliminary construction cost estimate shall be provided with the 90% draft submittal to the City as a part of the Report.
- The 100% submission of the Evaluation Report will be considered the 30% milestone submittal for the total project.

**EXHIBIT B
COMPENSATION
TABLE 1**

**City of Columbia
CIP # SS7325
STARLITE PUMP STATION
FLOW STUDY**

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

Phase/Task	Description	Hours (Prime Consultant Only)	Cost (Including Sub-Consultants)
I Task 1	Project Management & Administration during Assessment		\$ 52,855
I Task 2	Data Management		\$ 32,375
I Task 3	Sewer Assessment		\$ 172,020
	TOTAL PHASE I COST	441	\$ 257,250
II Task 1	Evaluation and Design Phase Administration		Included in Phase I Task 1
II Task 2	Evaluation Report		
	TOTAL PHASE II COST	157	\$ 29,400

Phase	Description		Total Cost (Including Subs)
Phase I	Project/Data Mgmt. During Assessment, Sewer Assessment		\$257,250.00
Phase II	Evaluation and Design Phase Administration, Evaluation Report		\$29,400.00
Contingency	10 % of Phase I and II Total		\$28,665.00
Total			\$315,315.00
% of Contract to Subconsultants - 35%			
% of Contract to Protege - 20%			

Minimum Sub-Consultant and/or Protégé Participation is 20%.

Compensation for services provided under Phase I and II as outlined in Exhibit A, will be based on time related charges at the Engineer's rate with a not to exceed value as noted above. No additional compensation for other direct cost will be given, these cost are considered to be incidental to the Task provided. These include items such as mileage, meals, lodging, reproductions and supplies, etc.

Based on the Evaluation Report as prepared under Phase II, the City of Columbia will have the option of amending this contract to perform one of the following:

- A. Upgrading or Replacing the existing Starlite Pump Station to meet current City of Columbia Standards;
or
- B. Eliminate the existing Starlite Pump Station and construct a gravity wastewater line to convey wastewater downstream to the Bluff Road Pump Station.

Bidding advertisements will be paid directly by the City.

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**EXHIBIT C
MINIARY SCHEDULE
TABLE 1**

ID	Test Name	Duration	Start	Finish	Producers	MI	MI2	MI3	MI4	MI5	MI6	MI7	MI8	MI9	MI10	MI11	MI12	MI13	MI14	MI15	MI16	MI17	MI18	MI19	MI20	MI21	MI22	MI23	MI24	MI25	MI26	MI27
17	Phase B-Flow Analysis	14.75 days	Thu 3/24/16	Thu 4/14/16	23																											
18	Phase B-Smoke Testing	7 days	Wed 3/24/16	Thu 3/31/16	1SSS																											
19	Phase B-Manhole Inspections	14 days	Wed 3/24/16	Mon 3/14/16	1SSS																											
20	Phase B-Pump Station Survey	11.5 days	Thu 3/24/16	Thu 4/7/16	23																											
21	Phase B-Dyed Water Flooding	0 days	Wed 6/28/16	Wed 6/28/16																												
22	Phase B-Manhole Survey	21 days	Thu 3/24/16	Wed 3/23/16	1SSS																											
23	Phase B-CAD Data Recording	0 days	Wed 3/23/16	Wed 3/23/16	22																											
24	Phase B-Report and Recommendations	10.63 days	Sun 4/24/16	Sun 5/8/16	23,20,17																											
25	City's Review of Findings and Recommendations	11.5 days	Thu 5/12/16	Thu 6/24/16																												

City of Columbia

EXHIBIT D

**City of Columbia
CIP # SS7325**

**FLOW STUDY/REHABILITATION/REPLACEMENT
OF STARLITE PUMP STATION**

SUBCONSULTANT FIRM INFORMATION RECORDS

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone #	Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE	Services to be Provided	Dollar Value of Services*
4D Engineering 305 North Lake Drive Lexington, SC 29072	Charley Deep 803-356-0909	Protégé Firm WBE	Civil Engineering	Not to Exceed \$63,063.00
Hydrostructures, PA 1725 12th Street Cayce, SC 29033	Jeffrey Westbrook, P.E. 803-563-5237 Ext. 7001	SBE (DUNS No. 183679690)	Sewer Assessment Services	Not to Exceed \$106,190.00
Inman Land Surveying Company, Inc. 2223 Bull Street Columbia, SC 29201	Rick Inman 803-252-1797	Non MBE/WBE/SBE	Surveying	Not to Exceed \$4,000.00

*Estimated fee; fee may vary based on actual services provided.
Please clearly note the Protégé Firm in the "Group" Column.
Add additional rows as needed.

EXHIBIT E**City of Columbia****CIP # SS7325****STARLITE PUMP STATION FLOW STUDY**

The following specifications (as dated at the time of the contract signing) are applicable to this project:

Section 02650	Sewer Cleaning
Section 02731	Sewer Inspection CCTV
Section 02732	PACP Database Template
Section 02761	Dye Testing
Section 02762	Dye Testing Database Template
Section 02767	Gravity Sewer System Smoke Testing
Section 02768	Gravity Sewer System Smoke Testing Template
Section 02777	Manhole Inspection
Section 02778	MACP Database Template
Section 02965	Sewer Flow Control

Exhibit F



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-1130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: August 12, 2015 Project Number: SS7325
Mentor: Alliance Consulting Engineers, Inc. Project Name: Starlite Pump Station Investigation and Improvements
Protégé: 4D Engineering, LLC Duration of the Project: 7-9 months
Project Contract Amount: \$315,315 Protégé Amount: \$63,063

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

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

Protégé will perform peer review of Engineering analysis and evaluation during Phase I and Phase II to get additional experience with Clean Water 2020. Protégé will be responsible for subconsultant services including Surveying Services, Manhole Inspection/Survey Deliverables. Protégé subconsultant services will make up no more than 49% of their contract.

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? *Address general goals here and specific goals in question 9.*

This addresses the goals in the business plan as identified including: Wastewater Collection System Design familiarity and experience with the City of Columbia Standards. Clean Water 2020 program requirement experience with the City of Columbia.

3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.*

By performing these services, the Protégé will establish familiarity with the Wastewater Collection System requirements within the City of Columbia's Services.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

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

Mentor: At least 4 Staff members as identified within the previous qualification package provided to the City of Columbia.

Protégé: At least 3 Staff members and insurance requirements as required by the City of Columbia and Alliance Consulting Engineers, Inc.'s master services agreement.

Subcontractors: (Less than 49% of the Protégé's contract) : Hydrostructures: Manhole Inspection Services; Inman Land Survey: Surveying Services

Special Arrangements: None.

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

Overall Project Deliverables as contracted by City of Columbia CIP# SS7325

b. Description of Protégé's responsibilities on project:

Data Quality Control Review (2nd QA/QC)

Phase I Task III - Sewer Assessment

- Gravity Sewer System Manhole Inspections.

Peer Review of Phase II Evaluation Report

Attendance of Technical Review Committee Meeting (2 Meetings)

c. Description of responsibilities that will be completed as a team:

Outlined above.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

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

7 - 9 Months; Phase I and Phase II

- 7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?**

Reporting in Invoicing. The protégé has been placed on services that are not anticipated to be eliminated during contract negotiations.

- 8. What are the team's specific, quantitative goals and milestones for the current project?**

To push the project to meet or exceed the schedule and provide a thorough and accurate evaluation study. Ideally the goal is to eliminate the Starlite pump station if possible.

- 9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).**

Weekly phone calls/ meet as necessary during investigation and evaluation services.

- 10. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.**

Per City of Columbia Contract and Master Service Agreement between Alliance Consulting Engineers, Inc. and 4D Engineering, LLC.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Hydrostructures, PA	Jeffrey Westbrook, P.E. 803-563-5237	1725 12 th Street Cayce, SC 29033	Alliance Consulting Engineers, Inc.	\$106,190	SBE	34%
Inman Land Surveying Company, Inc.	Rick Inman 803-252-1797	2223 Bull Street Columbia, SC 29201	Alliance Consulting Engineers, Inc.	\$4,000	Non MPP /MBE /WBE /SBE	1%

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$63,063

Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by [Signature] (Mentor Firm) this 14th day of August, 2015.
Corporate SEAL

By: [Signature]
Title: President

ATTEST:
By: [Signature]
Title: Executive Assistant

EXECUTED by 40 Engineering (Protégé Firm) this 13th day of August, 2015.
Corporate SEAL

By: [Signature]
Title: C.E.O.

ATTEST:
By: [Signature]
Title: President

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 14th day of August, 2015.

By: [Signature]
Title: Compliance Administrator



We Are Columbia

Utilities & Engineering Department
Contracts

1136 Washington Street, Columbia, SC 29201 • Phone 803-545-3400 • Fax 803-545-3322

Acknowledgement of Receipt

Date: January 14, 2016

Mr. Kyle Clampitt
C/o Alliance Engineering, Inc.
1201 Main Street, Suite 2020
Columbia, SC 29201

RE: Agreement for Engineering Services between the City of Columbia and Alliance Engineering, Inc., for a Flow Study on the Starlite Pump Station.

Dear Mr. Clampitt:

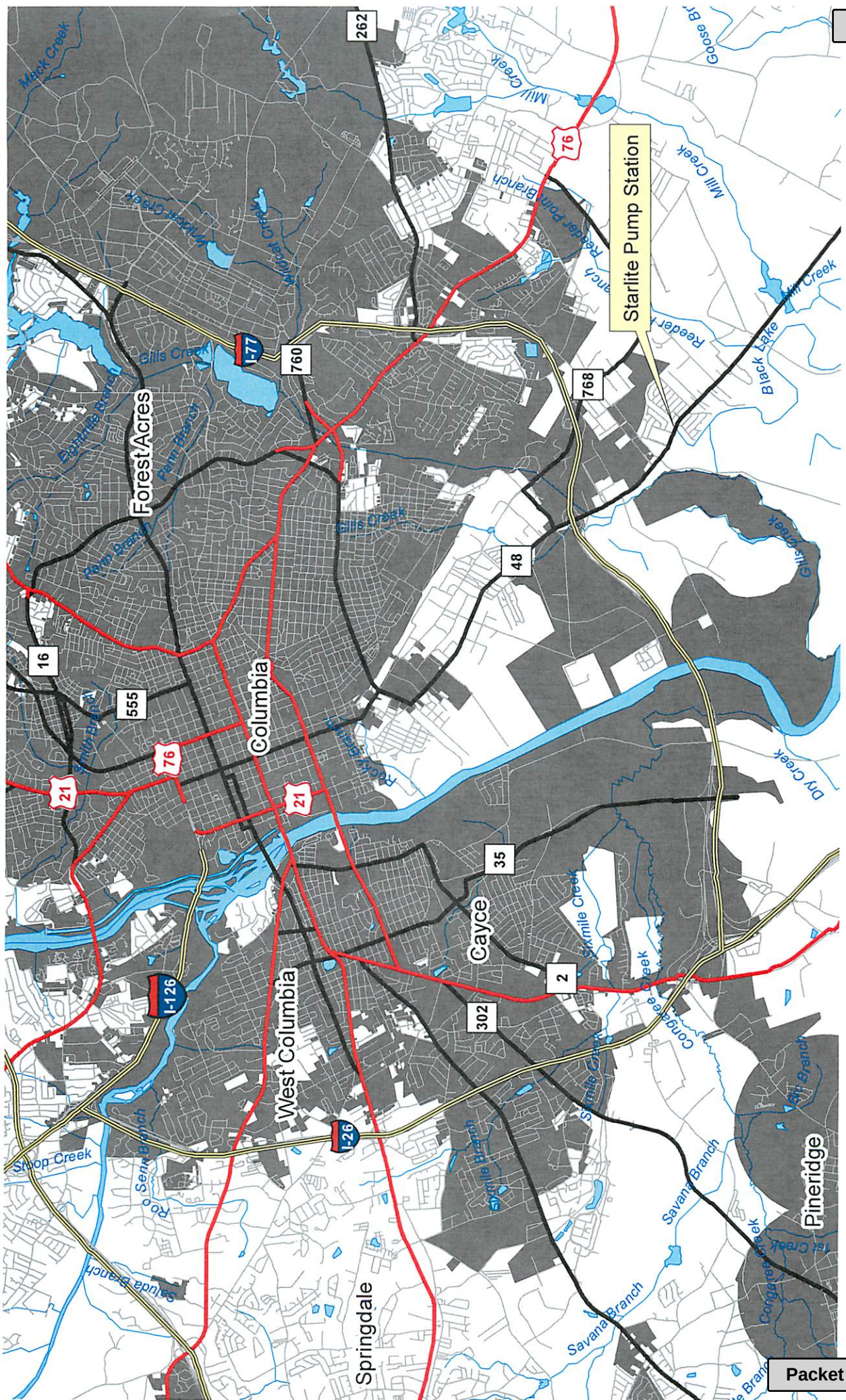
I hereby acknowledge the receipt of the document below from the City of Columbia:

The Consent Decree entered by the U.S. District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW.

Signature of Recipient

PRINT NAME:

DEEPAK ELIASSON



<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">FUND</td> <td style="width:10%;">CODE</td> <td style="width:75%;">TITLE DESCRIPTION</td> </tr> <tr> <td>552</td> <td>552</td> <td>Sewer Improvements</td> </tr> <tr> <td>BRANCH GOV'T</td> <td>11</td> <td>Sewer Projects</td> </tr> <tr> <td>DEPT. / BU</td> <td>3600</td> <td>Sewer Improvements</td> </tr> <tr> <td>DIVISION</td> <td>6209</td> <td>Sewer CIP</td> </tr> </table> GENERAL INFORMATION Location Est. Completion Date July 2017 Anticipated Lifespan 25 Years TYPE OF IMPROVEMENT ☐ Land ☒ Structures ☒ Prof. Services ☐ Mach/Funish/Equip ☐ Major Maintenance DESCRIPTION Project will provide for the removal of the existing Starlite Pump Station and the installation of a new gravity sewer to convey the wastewater from this site to existing City of Columbia sewers. DESIGN BY ☐ City Engineer ☒ Private Consultant CONSTRUCTION BY ☐ City Forces ☒ Contract	FUND	CODE	TITLE DESCRIPTION	552	552	Sewer Improvements	BRANCH GOV'T	11	Sewer Projects	DEPT. / BU	3600	Sewer Improvements	DIVISION	6209	Sewer CIP	CITY OF COLUMBIA CAPITAL IMPROVEMENTS PROGRAM BUDGET REQUEST CIP No. SS7325 ☒ Capital ☐ Maintenance Description Starlite Pump Station Improvements Dept. Priority Ranking JUSTIFICATION This pump station has experienced numerous sanitary sewer overflows, pump station must be rehabilitated or eliminated. COUNCIL DISTRICT ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ Inside City ☐ Expansion ☐ Operational ☐ Fire Protection ☒ Outside City ☐ Improvement ☐ Upgrade	ORIGINATION DATE PROJECT MANAGER THERESA HODGE (CLEANWATER 2020) RELATIONSHIP TO FUTURE IMPROVEMENTS This project will bring pump station into compliance and prevent overflows and potentially eliminate pump station. CONSEQUENCES / IMPACT OF NOT FUNDING If this projected is not completed, SSOs will continue in wet weather. PROPOSED FUNDING FY15-16 Proposed CIP Budgeted Line Item (Year 1). FY17-18 Proposed CIP Budgeted Line Item (Year 3).
FUND	CODE	TITLE DESCRIPTION															
552	552	Sewer Improvements															
BRANCH GOV'T	11	Sewer Projects															
DEPT. / BU	3600	Sewer Improvements															
DIVISION	6209	Sewer CIP															

TYPE EXPENDITURES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL	FUTURE EXPEND.
Land							
Structure							
City Forces							
Contract			\$1,297,500			\$1,297,500	
Pay Diff.							
H/Way Relocation							
PROFESSIONAL SERVICES	\$312,815					\$312,815	
Mach/Funish/Equip							
City Forces							
Contract							
Major Maint.							
City Forces							
Contract							
Advertising / Printing Ect.	\$2,500		\$2,500			\$5,000	
TOTAL	\$315,315		\$1,300,000			\$1,615,315	

Proposal

**MOTOROLA**

TO: City of Columbia
Police Department

ATTN: Major Hines

Motorola Solutions
Wayne Lynch
447 Wilson Hall Road
Sumter, South Carolina 29150
803-469-4506
803-469-9446 Fax

Quantity	Model Number	Description or Specification	UNIT Price	Extended Price
Flashes				
85	T7000/G361	XTL 5000 P25 flash - 25 Grant / UO GF	\$240.00	\$20,400.00
331	T6811/	XTS 2500 P25 flash		
331	Q574AC	XTS 2500 9600 flash	\$150.00	\$49,650.00
331	Q883AC	3600/9600	\$250.00	\$82,750.00
416	MSS	Flash and Program subscriber	\$70.00	\$29,120.00
			Equipment	\$181,920.00
			Taxes @ 8%	\$14,553.60
			Installation	
			Other	
			TOTAL	\$196,473.60
Terms:		net 30 days		
Shipment FOB		Origin		
Delivery		4 weeks		
Date		6-May-16		
State Contract #		5000011320		
B&Q #		19009		

Proposal

**MOTOROLA***Motorola Solutions*

Wayne Lynch
 447 Wilson Hall Road
 Sumter, South Carolina 29150
 803-469-4506
 803-469-9446 Fax

TO: City of Columbia
 Police Department

ATTN: Major Hines

Quantity	Model Number	Description or Specification	UNIT Price	Extended Price
25	M25URS9PW1 N	APX6500-35 watts mobile incl:IV&D, GPS	\$1,758.00	\$43,950.00
25	Q806	Digital Operation	\$386.25	\$9,656.25
25	G51	Smartzone Operation	\$900.00	\$22,500.00
25	Q361	P25 Software	\$225.00	\$5,625.00
25	G442	APX O5 Control head	\$324.00	\$8,100.00
25	G444	Control Head software		
25	G67	Remote Mount	\$222.75	\$5,568.75
25	G174	3db gain low profile antenna	\$32.25	\$806.25
25	W22	Palm Microphone	\$54.00	\$1,350.00
25	B18	add 7.5 watt auxillary speaker	\$45.00	\$1,125.00
25	QA01749	ASK software key		
25	G851	AES,DES,DES-XL,DES-OFB encryption	\$599.25	\$14,981.25
25	W969	Add Multi Key	\$247.50	\$6,187.50
25	G24	2 Year Repair service advantage	\$121.00	\$3,025.00
25	SVC03SVC0106D	Programming	\$50.00	\$1,250.00
25	SVC03SVC0106D	Mobile removal and installation (remote)	\$190.00	\$4,750.00

Terms: net 30 days
 Shipment FOB Origin
 Delivery 4 weeks
 Date 6-May-16
 State Contract # 5000011320
 B&Q # 19009

Equipment	\$128,875.00
Taxes @ 8%	\$10,310.00
Installation	above
Other	
TOTAL	\$139,185.00

Proposal

**MOTOROLA**

TO: City of Columbia
Police Department

ATTN: Major Hines

Motorola Solutions
Wayne Lynch
447 Wilson Hall Road
Sumter, South Carolina 29150
803-469-4506
803-469-9446 Fax

Quantity	Model Number	Description or Specification	UNIT Price	Extended Price
1	T7537B	KVL4000 Keyloader	\$1,062.50	\$1,062.50
1	U239AD	Astro 25	\$212.50	\$212.50
1	X795AJ	ASN Mode	\$510.00	\$510.00
1	CA01598AA	AC Line Cord	\$9.35	\$9.35
1	CA00182AP	AES Encryption	\$637.50	\$637.50
1	X423AF	DES/DES-XL/OFB Encryption	\$1,317.50	\$1,317.50
1	C724	Keyloading cable for XTS 5000, XTS 2500	\$63.75	\$63.75
1	C725AA	Keyloading cable for APX 7000 and APX6000	\$63.75	\$63.75
1	C543	CABLE FOR RNC, DIU, MGEG-APX mobile	\$71.40	\$71.40
1	CA02187	Cable-MCC7100	\$35.28	\$35.28
1	CA00243AG	ADP Privacy	\$255.00	\$255.00
1	CA01803	Sleeve Cover	\$63.75	\$63.75
1	NNTN8120A	Weather Case for KVL4000	\$288.15	\$288.15

Terms: net 30 days
Shipment FOB Origin
Delivery 4 weeks
Date 6-May-16
State Contract # 5000011320
B&Q # 19009

Equipment	\$4,590.43
Taxes @ 8%	\$367.23
Installation	
Other	
TOTAL	\$4,957.66



PROCUREMENT SERVICES

Contract 5000011320**Validity Start** 03/01/2011**Target Value** \$ 80,000,000.00**Bid Invitation****Contract Notes****Validity End** 06/30/2016**FEIN** 36-1115800**Vendor 7000007297****Vendor Address** MOTOROLA COMMUNICATIONS & ELEC

217 CARTGATE CIRCLE

BLYTHEWOOD SC 29016

District**Telephone****Minority Status** Not Applicable**E-mail****Fax Number****Contract Items**

One Item found.

Item Pricing

00010 Mobile Radio Communications

Material Group: 72524 - frequency data communication equipment, radio (including identification equipment)**Agency:** Statewide

South Carolina State Procurement

MOTOROLA COMMUNICATIONS & ELEC (SC Vendor Number 7000007297)

<u>Company</u>	<u>Contact</u>	<u>Emergency</u>	<u>Commodities</u>	<u>Contracts</u>	<u>Related</u>
----------------	----------------	------------------	--------------------	------------------	----------------

2 Contracts found, displaying all Contracts.

Contract #	Bid Inv. #	Bid Invitation	Minority Status	Validity Start	Validity End
5000011320				03/01/2011	06/30/2016
5000011523				02/25/2012	06/30/2023

 Return

This site includes all statewide term contracts available for use by all state agencies as well as contracts awarded by the Procurement Services Division on behalf of an individual agency.

Under state procurement law, individual agencies have authority to conduct some procurement activity, typically for smaller purchases. Currently many of these contracts are not part of this database because not all agencies have transitioned to the S.C. Enterprise Information System. Full implementation of the SCEIS procurement system is expected to be complete in 2010. If you cannot find the information your are seeking or have other questions, please call (803) 737-0600 for more information.

Public sector buyers are reminded that not all contracts listed on this site are available for all governmental entities.

For more information on state procurement laws and regulations, go to www.procurement.sc.gov



CITY OF COLUMBIA

Department of Utilities and Engineering Division of Engineering

P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3400 Fax: 803-988-8199

Requesting a Contract

Name of Department requesting approval: Utilities and Engineering

Name of City Project Manager: John Riggs

Project Number: #SS7258

Project Description: SS7258 Gravity Sewer Route from Greenlawn Drive to Burnside #1 Pump Station

Name of firm or contractor award is being recommended for: D.S. Utilities

Type of procurement used to obtain firm or contractor: Mentor Protégé Program

List subcontractors of project: See Attachment 3 (List subcontractors and % of Contract Value)

Compliance Programs Associated with project: SOP MPP LBE

Is this Clean Water 2020 related? YES NO

Amount of Compensation: \$1,623,932.00 INCLUDES \$94,000 CONTINGENCY

Original Budgeted Amount: \$1,853,000.00

Funding Source: 5529999-658650/SS725801 (Capital Projects Fund)

City Council Districts this project impacts: 1, 2, 3, 4

Map of Project Area Attached? See Attachment 2

Bidders Addresses

D.S Utilities

1644 Holy Trinity Church Rd
Little Mountain, SC 29075

LAD Corporation of West Columbia

P.O. Box 2634
West Columbia, SC 29171

G.H. Smith Construction, Inc.

430 Shuler Court
Columbia, SC 29212



Clean Water 2020
Columbus' Creep Year for Clean Water



- Pump Station
- Sewer Manholes
- Sewer Pressurized Mains
- SS7258
- Sewer Gravity Mains (<15")
- Sewer Gravity Mains (>=15")



1 inch = 1,000 feet

0 250 500 1,000 1,500
Feet

SS7258
Sanitary Sewer Construction
Gravity Sewer Line from Greenlawn Drive
to the Burnside #1 Pump Station

Project: # SS7258 Gravity Sewer Route from Greenlawn Drive to Burnside #1 Pump Station
SOP (Subcontractor Outreach Program) or MPP (Mentor Protégé Program)

Business Information Records

A MANDATORY FORM

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.

ALL COLUMNS ARE TO BE COMPLETE IN THE INFORMATION REQUESTED

*REQUIRED: FORM MUST BE TYPED AND ONLY REFLECTING THOSE PROVIDING A SERVICE "NO LINE STRIKE THROUGH"

Business w/ Address	Contact w/Phone	Services / Materials	\$ Value and % * * *	SOP IF APPLICABLE DBE, DVBE, OBE	MPP IF APPLICABLE MBE, WBE, SBE
Horizontal Unlimited 195 Barton Creek Rd. Westminister, SC 29693	Richard Hare 864-647-1338	Bore & Jack	\$30,000.00	1.96	SBE
C.R. Jackson 100 Independence Blvd. Columbia, SC 29210	Karen Jackson 803-750-6070	Milling & Paving	\$99,125.00	6.47	SBE
Tindall 3076 N. Blackstock Rd Spartanburg, SC 29301	Matt Goodner 864-590-5678	Precast	\$85,973.00	5.61	SBE
Fortiline 120 N. Shorecrest Rd Columbia, SC 29209	Hayne McCall 803-467-3909	HDPE	\$70,000.00	4.57	SBE
Hobas Pipe Manufacturer Agent: Pomona Pipe Products 4611 Dundas Dr Greensboro, NC 27407	Rick Leonardi 843-556-6076	Pipe	\$260,000.00	16.99	SBE

TOTAL: \$ 545,098.00

DS Associates Inc

Contractor

By

Red C MCR
I certify this information is true and correct.

4-21-16

Date



The attached documents reflect the following:

- Letter of DBE and local participation
- Business Information and Affirmative Action Goals
- Tasks cost breakdown
- A conservative estimated timeline of events to include other variables such as completion date, public hearings, acquisition of technology and meters, etc.

CH2M
200 Verdae Boulevard
Greenville SC, 29607
www.ch2m.com



City of Columbia/Purchasing Division
1136 Washington Street - 4th floor
Columbia, SC 29201

June 3, 2016

Attention: RFP011-15-16 -- Automated Meter Reading (AMR) and Advanced Metering Infrastructure Feasibility Study and Project Management Services

Dear Ms. Robinson-Lee,

The City of Columbia is undertaking this project to assess the benefit and cost of installing Automated Meter Reading (AMR) and/or Advanced Metering Infrastructure (AMI) and to proceed with implementation if the business case is favorable. This project, if implemented, will represent the City's largest project ever undertaken.

CH2M and our teaming partners are very excited to be selected by staff to provide professional services for this project. Through contract negotiations we have increased our commitment utilization of disadvantaged business enterprises (DBEs) from \$81,439 to \$398,077. These services will be provided by our teaming partners Rohadfox (Women Business Enterprise) and Atlantic South Consulting Services (Minority Business Enterprise) who has an office at 1728 Main Street in Columbia. Attached please find the revised Appendix III – Business Information Records that reflects this increase in DBE utilization. Also attached is the completed Affirmative Action Procurement and Contracting Goals form which documents our commitment to meeting a 11.5 percent DBE participation goal through our subcontracting efforts.

We understand that the City has an overall goal of 20 percent for DBE/LBE utilization for this project. As we develop the request for proposals for the Contractor(s) who will provide and install the selected AMR/AMI systems we will require a 20% commitment from those entities.

Our team is looking forward to working with your staff on this important project.

Respectfully,

CH2M HILL Engineers, Inc.

Kent Smith, V.P.
Greenville Office Manager

Jaason Englesmith
Project Director

Attachments:

Revised Appendix III – Business Information Records form
Affirmative Action Procurement and Contracting Goals form

AFFIRMATIVE ACTION PROCUREMENT AND CONTRACTING GOALS

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, subcontractors and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office:

City of Columbia Office of Business Opportunities
1225 Lady Street, Suite 102
Columbia, SC 29201
(803) 545-3950
www.columbiasc.net/OBO

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

Each firm submitting a bid, offeror or RFQ shall ensure their proposed submittal identifies the percentage of subcontracting anticipated for this effort. Please complete the Small Business Form included in your bid packet and sign to certify if your business is a SMWBE and the anticipated percentage of work that you intend to subcontract to assist the City with its DBE goals.

SUBCONTRACTING GOALS

As a result of this contract/agreement, the subcontracting goals are as follows:

SB Goals	_____ 0 _____ %
MBE	_____ 6 _____ %
WBE	_____ 5.5 _____ %
LSA	_____ 0 _____ %

The contractor will also be expected to ensure subcontractor performance during the period of performance and include optional periods as applicable. Achievement of these goals is expected during the life of the contract/agreement to include any changes incorporated by modification to the contract/agreement.

AFFIRMATIVE ACTION UTILIZATION GOALS
INCLUDING LABOR SURPLUS UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Small, Minority and Women-owned Business Enterprise (SMWBE) under the contract. This form includes federally required Labor Surplus Utilization efforts. Attach additional sheets if necessary.

If you are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check one of the following boxes:

SBE ☐ MBE ☐ WBE ☐ Other _____

1. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract or agreement is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total SBE Participation Percentage to be subcontracted _____%

Total MBE Participation Percentage to be subcontracted \$208,098 (6%) %

Total WBE Participation Percentage to be subcontracted \$189,979 (5.5%) %

Total Other DBE Participation Percentage to be subcontracted _____%

2. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this agreement, please state your reasons and use an additional page if needed:

LABOR SURPLUS UTILIZATION PLAN

In accordance with federal requirements, the City also encourages the use of firms located in labor Surplus areas. A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendors/suppliers. If your business is located in a labor surplus area, please check here: ☐

Define the LSA here _____

The City anticipates that this effort will be continued to the maximum extent practicable throughout the life of the contract or agreement. Any changes or modification to the contract/ agreement will include, at a minimum the same proposed goals included in the negotiated agreement/contract.

The goals provided by the Successful Offeror shall be incorporated into the final contractual agreement between the parties or as amended through final contract negotiations.

By submitting this Exhibit, the respondent certifies he/she is an authorized representative of the company, understands and will comply with all requirements herein in any awarded action.

Matt Noesen

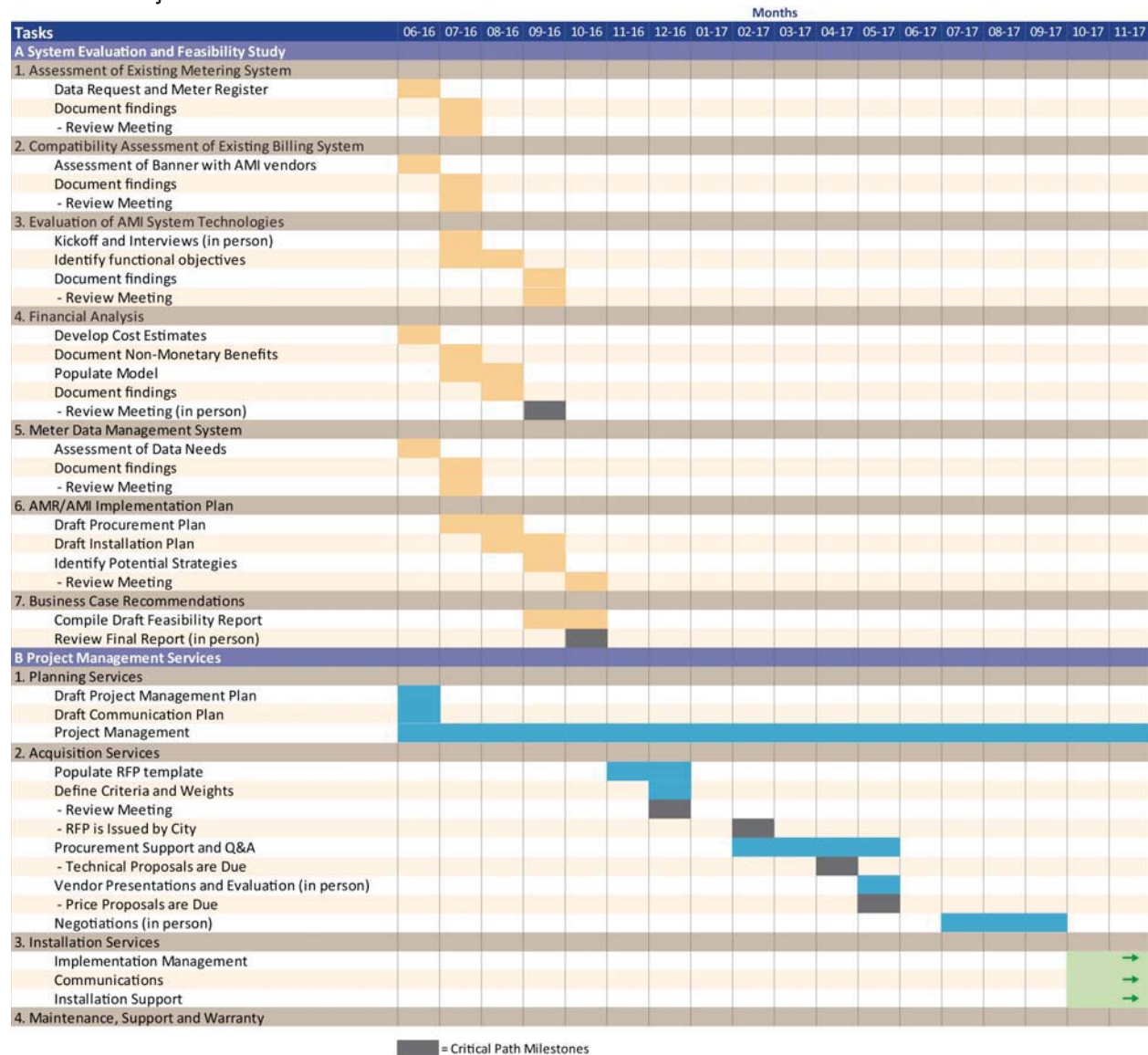
Signature

Matt Noesen
(Print Name)

6/2/2016
Date

CH2M HILL Engineers, Inc.
Business Name

Exhibit 3-6. Project Schedule



Anticipated Level of Effort of CH2M Team

Our estimated level of effort for the System Evaluation and Feasibility Study is presented in Exhibit 3-7 and forms the basis for our firm price for these services is attached in a separate envelope. CH2M has hand-selected the team below, which we feel represents the best combined experience and value for Columbia for this important project. Our Project Director, Jaason Englesmith, is a national expert in AMR/AMI feasibility and vendor procurement. Our Dedicated Project Manager, Josh Braman, has extensive experience implementing AMR/AMI systems for large water utilities. We have supplemented our team with sub consultant Atlantic South Consulting Services to provide specific local knowledge and expertise, including Elisa Linbaugh, the former Chief Information Officer (CIO) for the City.

CH2M has extensive experience conducting smart water meter evaluations, overseeing the - implementation of customized AMR/AMI solutions, and operating and maintaining water utilities. A key differentiator in our proven approach is that we perform both an operational assessment to determine functional objectives as well as a cultural assessment to ensure that

APPENDIX III- BUSINESS INFORMATION RECORDS
RFP011-15-16: AMR/AMI Feasibility Study and Project Management Services

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishings 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 the proposed changes.

Business Name/ Address	Contact Name Telephone	Services/Materials to be Provided	Cost of Service/Mat (\$ Value)
Atlantic South Consulting Services 1728 Main Street, Columbia, SC 29201	Brent Herring (843)266-3998	Assistance with System Evaluation and Feasibility Study (various subtasks) Project Management Services (support with Installation Services)	\$10,890 \$197,208*
Rohadfox Construction Control Services Corporation 1320 Main Street, Columbia, SC 29201	Joe Porter (404) 880-9888	Project Management Services (support with Installation Services)	\$189,979*

TOTAL: \$ 398,077

***Note that the specific services to be provided under the Project Management Services are not well defined this time. A preliminary estimate has been developed; however, once the required services is better defined later in the project the corresponding costs of these services can be better determined.**

CH2M HILL Engineer, Inc.

Contractor

Matth D. No

By _____

I certify this information is true and correct.

June 3, 2016

Date

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Task 1: System Evaluation and Feasibility Study

Subtask		
No.	Subtask Description	Fee, \$
1.1	Assessment of Existing Metering System	\$7,903
1.2	Compatibility Assessment of Existing Billing System	\$3,746
1.3	Evaluation of AMI System Technologies	\$30,610
1.4	Financial Analysis	\$45,544
1.5	Meter Data Management System	\$2,162
1.6	AMR/AMI Implementation Plan	\$6,090
1.7	Business Case Recommendations	\$25,416
1.8	Project Management	\$29,878
Total		\$151,348

Task 1 Assumptions/Notes:

1. Work will be completed in 2016

Task 2: Project Management Services

Subtask		
No.	Subtask Description	Fee, \$
2.1	Planning Services	\$27,800
2.2	Acquisition Services	\$65,806
2.3	Installation Services	\$1,497,468
2.4	Maintenance, Support and Warranty	\$9,724
Total		\$1,600,798
Optional Subtask: Additional		
2.5	Installation Services	\$1,735,097

Task 2 Assumptions/Notes:

1. Fees are based on 3% escalation per year of labor rates.
2. Fees for Installation Services are based on a preliminary level of effort estimate based on limited knowledge of the project scope. Estimate may have to be updated at a later time once the project direction is better defined. For example, assumes 40 months duration with PM at half time. See scope of work for additional assumptions.
3. Optional Subtask 2.5 provides two, full-time Field Services Managers for 40 months.

Scope of Work

for the

Automated Meter Reading (AMR) & Advanced Metering Infrastructure (AMI) Feasibility Study and Project Management Services

Background

CH2M employs a comprehensive client-centric approach to the development of AMR/AMI programs based on leading industry knowledge and insight. Through our experience representing both small and large utilities and municipalities, we maintain our industry leading position and up-to-the-date technical knowledge regarding communication networks, system functionality, and device-specific capabilities. This knowledge is invaluable as we work with our clients to determine their specific functional objectives for AMR/AMI, determine which technical solutions are feasible, specify performance criteria in procurement documents, and evaluate proposals to select the system that meets the long term needs of the community.

Our tailored approach to AMR/AMI programs emphasizes matching the right technology with Columbia-specific needs to confirm that the selected AMR/AMI system serves the long-term goals and objectives of providing residents with outstanding quality, service, and value. **We understand that the City is ultimately focused on delivering water service, not just a technology project, so we take a holistic approach to deliver proven AMR/AMI solutions that improve not just meter-to-cash, but overall utility operations.** As consulting engineers, we go the extra mile as your owner's agent to confirm benefits are realistic and achievable, because we want to be a long-term partner with the City of Columbia and won't just walk-away after the new meter system is installed, something no other water-focused AMR/AMI consultant with large utility experience can claim.

As part of the written feasibility study, CH2M will assess and develop functional objectives for a system that will support the goals and ambitions of Columbia; this is not a "one size fits all" technology. Developing the functional objectives for an AMI system is dependent upon the future processes that Columbia is willing and able to implement in order to leverage the interval data. For example, remote disconnect meters are more expensive and require full two-way communications, which may or not be desirable depending on the City's objectives and ability to support the required business process changes to successfully utilize this system.

In our experience, in order to leverage the investment in this technology, and harness the value drivers, it is very important to understand current and future utility operations, not just meter reading and billing. A key differentiator in our approach is that we perform both an operational assessment to determine functional objectives as well as a cultural assessment to ensure that the operational changes required to leverage and disseminate interval data throughout the enterprise will be possible. This will enable our team to begin with the end in mind.

CH2M's Approach Will Incorporate Lessons Learned from Columbia's AMR/AMI Pilots

The City conducted AMR and AMI pilots and learned many valuation insights including:

- **Collaboration between City departments:** The pilot highlighted the importance of close collaboration between various City departments. Early involvement of the City's IT department will be critical so that data storage infrastructure requirements can be understood and addressed.
- **Quality of AMR/AMI System:** During the pilot there were durability issues with some of the MIUs. Uptime and reliability of signal transmission under various situations (e.g., vehicles parked over transponders) needs to be addressed.
- **Meter Installation:** Meter installers need to be pre-qualified to ensure competency.
- **Management oversight resources during deployment:** Identifying staff with the available time and pertinent experience is critical to successfully manage the work progress.

Our proven approaches outlined in our approach address these items so that the lessons learned from the pilot are thoroughly addressed ensuring a successful project.

Project Scope of Work Outline

Task 1: System Evaluation and Feasibility Study:

- Task 1.1: Assessment of Existing Metering System
- Task 1.2: Compatibility Assessment of Existing Billing System
- Task 1.3: Evaluation of Advanced Metering Infrastructure System Technologies
- Task 1.4: Financial Analysis
- Task 1.5: Meter Data Management System
- Task 1.6: AMR/AMI Implementation Plan
- Task 1.7: Business Case Recommendations
- Task 1.8: Project Management

Task 2: Project Management Services

- Task 2.1: Planning Services
- Task 2.2: Acquisition Services
- Task 2.3: Installation Services
- Task 2.4: Maintenance, Support and Warranty Management Assistance
- Task 2.5: Optional Services – Additional Installation Services

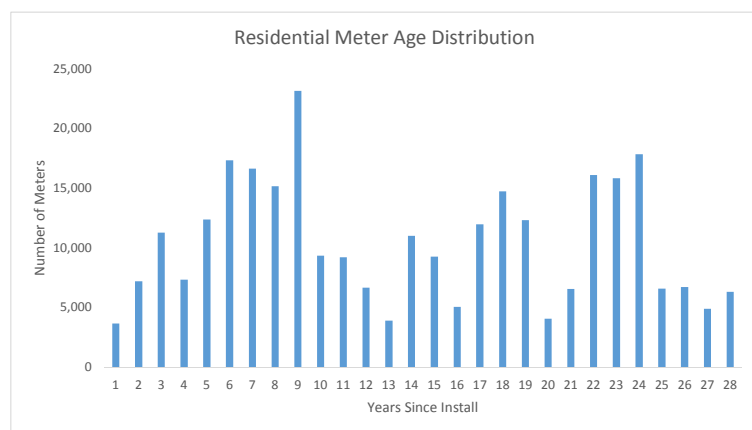
Scope of Work

Task 1: System Evaluation and Feasibility Study

Subtask 1.1: Assessment of Existing Metering System

CH2M will kick off this task by providing an initial data request, which will be used to develop the initial meter register. We will work with staff to determine which assets should be replaced and/or migrated to the new system based on age, condition, and compatibility, with an interest in developing uniformity across the meter inventory.

Metrology – CH2M will work closely with staff to identify the desired functionality objectives of the future meters in order to weigh the two options: replacement versus retrofitting. Replacement of existing meters, lids, and pits can be one of the biggest cost elements of an advanced meter implementation. Retrofitting, rather than replacing, meters and lids can result in significant cost savings but can also adversely affect meter reliability. Legacy meters may provide inadequate measurement granularity and/or low-flow accuracy for important applications. There is a trend towards improved leak detection beyond the meter, but some meter registers simply do not have the granularity to provide that functionality. CH2M will work closely with staff to determine the desired functionality and then reflect that functionality in the technical specifications in the RFP (which will be developed in Subtask 2.2: Acquisition Services of the subsequent Task 2) so that the correct system to meet Columbia’s objectives is eventually selected.



Assumptions:

- Inspect up to 500 meter boxes in 15 different areas; performed by subconsultant with guidance from CH2M.
- Industry standard benchmarks will be used for increased registration assumptions in the business case, based on City’s meter inventory and age records; site specific meter efficiency sampling & testing will not be conducted.

Deliverables:

- Data request in Email format
- Findings from this task will be documented in a draft memorandum (PDF format provided electronically). One set of consolidated review comments will be provided by the City. Comments will be addressed as appropriate and the revised findings will be

included in the implementation plan road map/business case recommendations generated under Subtasks 1.6 & 1.7.

Subtask 1.2: Compatibility Assessment of Existing Billing System

Beyond the obvious automation of manual meter reading, the benefits of AMR/AMI come from integrating it with the City's other systems, particularly the CIS, to enable applications such as final reads, consumption analysis to research high bill complaints, and monitoring customers whose service has been terminated to make sure it stays off. Other applications support the AMR/AMI system as well as the City's operations; these include:

- Providing customers access to their consumption information through a web portal
- Using time-synchronized meter readings to perform a "mass balance" on a portion of the distribution system to identify water losses
- Evaluating coincident demands from a sample of meters to provide peaking information for a hydraulic model
- Generating a work order for an MIU with an error flag or a succession of missing reads
- Tracking meters, meter registers, MIUs and DCUs in an asset management system

Our team brings technical expertise in AMR/AMI software, customer service and billing applications such as Banner, GIS systems such as ESRI's Arc products, web technology, and a variety of other software products.

While the City's existing Banner CIS will likely be compatible with any AMR/AMI system, the real difference is realized during systems integration and meter change-out. When meters are replaced during the implementation phase, a daily file is received from the AMR/AMI vendor including the new meter details. An interface uses that file to automatically update the meter properties at the upgraded account. This process can include a series of quality control checks to avoid duplicate serial numbers or mis-keyed information from hardware not in the City's inventory system of record.

Every interface has to be managed, maintained and upgraded (almost every time there is a version change in one of the systems). Unless data sets have unique "homes," multiple databases need to be synchronized. For example, data from an MIU change-out work order needs to update the AMR/AMI system database and perhaps the CIS.

We have learned from our other AMR/AMI projects that it is essential to be explicit about the costs and responsibilities for these interfaces, and to engage the software vendor or application developer early on to provide time to scope, develop, test, document and train utility staff.

Assumptions:

- Staff discussions necessary to perform this assessment will be conducted as part of the staff interviews conducted under Subtask 1.3

Deliverables:

- Findings from this task will be documented in a draft memorandum (PDF format provided electronically). One set of consolidated review comments will be provided by the City. Comments will be addressed as appropriate and the revised findings will be included in the Phase 1 report generated under Subtask 1.7.

Subtask 1.3: Evaluation of Advanced Metering Infrastructure System Technologies

We will follow the initial data request by holding a kickoff meeting along with a series of interviews with key stakeholders across the enterprise to identify issues and opportunities that would be presented by an advanced metering system because advanced metering data could affect every department within the City, such as personnel in meter reading, customer service, billing, engineering, and IT.

To maximize the value provided by a new system deployment, each employee within the Department needs to understand the benefits associated with interval data. We will work with City staff to evaluate each benefit and rate them Low, Medium, or High based on level of interest, which will help drive the conversation related to functional objectives. Some of the common topic areas that we will cover include theft detection, on-demand reads, leak alarms, remote shut-off, backflow detection, accommodating temporary construction meters and customer web portals that are both enabled and supported by various systems in different ways.

People/Staffing – A basic assessment of the current staffing levels and future staffing levels required to operate and maintain an advanced system will be performed. This will include the number of full time equivalent positions (FTEs) required for meter reading, billing, inspection, etc. for the future state assuming that identified process improvements are successfully implemented.

Business Processes – Efficiency improvements in business processes can be had but tend to be the second or third most important business case element behind labor reductions and conservation/supply management opportunities. Understanding existing business processes and anticipated improvements or changes to those processes is essential to successful deployment. CH2M will work with process owners and subject matter experts to understand how the various process improvements will affect the business case, timing, and dependencies. The City will likely identify immediate, near term, and long term process improvements relative to the adaptability of advanced analytics. For example, process changes such as eliminating truck rolls for customer inquiries can be implemented immediately following training of customer service representatives. Other changes such as actively managing storage levels to

Targeting Operational Benefits – How important are these? Low, Medium, High

- ☐ Improved meter-to-cash process and reduced bad debt
- ☐ Theft detection, tamper alarms, backflow detection
- ☐ On Demand Reads, Remote turn-offs, demand response, pre-pay
- ☐ Custom pricing: time of use rates, seasonal rates, peaking factor
- ☐ Hydraulic modeling, pressure management
- ☐ Water balance and non-revenue water
- ☐ Meter degradation monitoring, right sizing (max, avg flow)
- ☐ Understand consumption patterns and peak demands on the system
- ☐ Improve capital planning (pipe size, storage capacity, pressure)
- ☐ Water quality sensors, contamination warning system, acoustic leak detection, pressure and temperature monitors

minimize pumping volumes and potential nitrification will require advanced analytics and likely a longer term implementation horizon.

Communication Technology – Current communications protocols are not interoperable, so selecting a fixed network RF “language” means partnering with that specific vendor for the life of the technology, typically 20 years. This concept drives many of our procurement practices, providing our clients with the best opportunity to benefit from this partnership, rather than be hindered by it.

Assumptions:

- Up to two CH2M project team members (anticipated to be the project director and project manager) will attend kick-off meeting and staff interviews.

Deliverables:

- Agenda and minutes for kick-off meeting
- Findings from this task will be documented in a draft memorandum (PDF format provided electronically). One set of consolidated review comments will be provided by the City. Comments will be addressed as appropriate and the revised findings will be included in the report generated as part of Subtask 1.7.

Subtask 1.4: Financial Analysis

CH2M will leverage our existing probabilistic business case model to articulate target benefits for AMR/AMI and explore the return on investment based on a range of values rather than specific targets. This model, demonstrated in Exhibit 1, enables us to provide a confidence range for the business and an understanding of relative sensitivities to each of the business case drivers. Not only does this provide greater insight into the realities of potential savings, but also enables us to improve risk management during implementation to confirm that highly-sensitive value drivers are carefully managed to succeed.

In addition to identifying the benefits of system deployment, we will also develop cost estimates after identifying the particular functionality and process changes that will be enabled and supported by the City.

Exhibit 1. Example Business Case Dashboard

Business Case Outputs:		AMI	AMR
Initial Capital Cost		\$58,500,000	\$52,900,000
Annualized Benefit		\$5,300,000	\$3,400,000
Simple Payback (years)		11.0	15.5
Net Present Value		\$13,700,000	(\$3,900,000)
Internal Rate of Return (IRR)		9.0%	3.6%

AMR Alternative - What percent (%) of the system is AMR?

100

POSITIVE BENEFITS		Total Weighted NPV \$ 90,200,000 \$ 48,200,000	
Business Case Elements	Weight	AMI NPV	AMR NPV
Additional Revenue			
AR1: Additional water revenue (one time)	100%	\$ 4,300,000	\$ 4,300,000
AR2: Additional sewer revenue (one time)	0%	\$ -	\$ -
AR3: Charge for water theft from SFO accounts	100%	\$ 1,400,000	\$ -
AR4: Less bad debt resulting from smaller bills	100%	\$ 7,700,000	\$ 7,700,000
AR5: Less money returned to Customers for fraudulent leaks	75%	\$ 2,400,000	\$ -
AR6: New Meters, Improved Registration	100%	\$ 12,500,000	\$ 12,500,000
AR7: Salvage Value	100%	\$ 1,100,000	\$ 1,100,000
Cost Savings			
CS1: Reduced meter reading labor or avoided hire	100%	\$ 26,900,000	\$ 19,800,000
CS2: Reduced meter-reading vehicle use	100%	\$ 3,700,000	\$ 2,800,000
CS3: Reduced labor & costs from turn-ons/turn-offs	75%	\$ 15,800,000	\$ -
CS4: Reduced labor from testing disputed meters	100%	\$ 2,700,000	\$ -
CS5: Reduced Labor from Leak Committee Process	100%	\$ 700,000	\$ -
CS6: Improved Capital Planning	25%	\$ 4,200,000	\$ -
Avoided Costs			
AC1: Avoided labor cost of achieving target abandonment rate	75%	\$ 3,500,000	\$ -
AC2: Backflow detection/prevention on residential meters	25%	\$ 2,500,000	\$ -
Other Benefits			
OB1: Other Benefits	25%	\$ 800,000	\$ -

NEGATIVE IMPACTS		Total Weighted NPV \$ 76,300,000 \$ 51,900,000	
Business Case Elements	Weight	AMI NPV	AMR NPV
Capital Cost			
CC1: Meters: Neptune T-10 or similar	100%	\$ 23,800,000	\$ 23,800,000
CC2: Composite Lids: Nicor or similar	100%	\$ 4,200,000	\$ 4,200,000
CC3: MIUs: Neptune R900i or similar	100%	\$ 19,700,000	\$ 19,700,000
CC4: Communication Network	100%	\$ 2,400,000	\$ -
CC5: Integration Costs	100%	\$ 2,900,000	\$ 300,000
Additional Operating Cost			
OC1: Software Licenses and Backhaul Fees	100%	\$ 4,500,000	\$ -
OC2: Additional staff analysts on staff for business intelligence	50%	\$ 4,000,000	\$ -
OC3: Additional staff at walk-in center to handle monthly billing	50%	\$ 800,000	\$ 800,000
OC4: Postage for Monthly Billing	100%	\$ 1,900,000	\$ 1,900,000
Reduced Revenue			
RR1: Less Leak Dispute Revenue	50%	\$ 6,600,000	\$ -
RR2: Water Conservation	25%	\$ 4,300,000	\$ -
Other Costs			
OT1: Other Costs (contingency)	50%	\$ 1,200,000	\$ 1,200,000

Examples of Tier 1 benefits are described in Exhibit 2, but we also include other benefits identified with the City during the functional assessment. Ultimately, the benefit model we develop will be consistent with the functional and technical objectives of the selected system.

Exhibit 2. Key Elements of Business Case Model: Level 1 Benefits

Activities	Summary
Meter reading labor	AMR/AMI technology reduces the number of meter readers and thus reading labor cost. Meter reading employees could possibly be redeployed to perform work tasks such as service disconnection and meter installation/maintenance.
Customer accounting	This process is streamlined because with AMR/AMI capabilities, meters can be read faster and more accurately. As a result, manually created or modified bills are reduced.
Reduction in customer information activity	Customer information activity frequently is the result of estimated bills, skipped reads, and misreads, generating customer visits or calls to utilities. AMR/AMI systems help reduce these activities, saving labor costs.
Reduction in credit and collection	Fixed network technologies offer billing flexibility, resulting in credit and collection reduction.
Reduction in arrears	Because of efficiencies in deployment of AMR/AMI technologies, utilities are often able to reduce backlogs in readings and in addressing accounts receivables.
Field work reduction	Locating meters, high bill inquiries, resolution of meter mixups, stopped meter investigations, disconnect and recheck, and vehicle usage are some activities associated with work reduction.
Water leak detection	Water leakage occurring within the system and customer's property may be detected with AMR/AMI.
Tamper/theft detection	AMR/AMI systems have built-in tamper detectors. This function can discourage tampering and theft of water.
Water quality	AMR/AMI can identify cases of backflow.

Exhibit 2. Key Elements of Business Case Model: Level 1 Benefits

Activities	Summary
Hydraulic model	AMR/AMI can greatly enhance the accuracy and functionality of a utility's hydraulic model.
Meter accuracy	Analysis of the existing population's meter accuracy will indicate whether replacement of all or part of the population is warranted and the potential revenue enhancement.

CH2M will identify technologies that deliver key functional requirements (AMR, Traditional AMI, Cellular, and hybrid) and develop both Capital and O&M cost estimates (based on our industry database) for each type of technology that meets the functional requirements, including meter and pit lid replacement, meter installation labor, meter interface hardware, meter interface installation labor, communication network hardware, communication installation labor, ongoing operation and maintenance, and customer information & billing system integration requirements. A life cycle cost analysis will be performed, and a Net Present Value (NPV) will be calculated so we can compare cost-benefit for various system-types over 10 years of ownership.

Also included in Task 4 will be a facilitated discussion about potential funding mechanisms as well as available grants to help offset the cost of AMR/AMI. CH2M has experience writing and submitting successful grant applications for AMI systems. A recent example was the award of \$300,000 to the Jordan Valley Water Conservancy District in 2014 from the Bureau of Reclamation's WaterSmart grant program.

Assumptions:

- Up to two CH2M project team members (anticipated to be the project director and project manager) will attend a meeting with City staff to review findings.

Deliverables:

- Agenda and minutes for review meeting
- Findings from this task will be documented in a draft memorandum (PDF format provided electronically). One set of consolidated review comments will be provided by the City (if necessary) in addition to the comments verbally provided at the review meeting. Comments will be addressed as appropriate and the revised financial analysis will be included in the report generated as part of Subtask 1.7.

Subtask 1.5: Meter Data Management System

Should a fixed network AMI system be selected, it will require a meter data management (MDM) system. Fixed network vendors typically include their MDM system as part of their proposal. However, some 3rd party vendors also provide stand-alone MDM systems to support AMI. Should we determine that a third-party application is needed, we will work with Columbia to incorporate that requirement as a separate contract line item in the AMI RFP (which will be developed in Subtask 2.2: Acquisition Services of the subsequent Task 2).

Implementation of an advanced metering system can be potentially disruptive to the enterprise, particularly during implementation and integration. However, data integration is critical to the successful realization of benefits. We will work closely with your staff to ensure a smooth integration with the existing systems (Banner, CMMS, etc.) that will need to receive interval data from the MDMS and highlight any concerns or special situations. The system vendor will propose specific integration steps and system interfaces that are required to enable data connectivity with their specific MDMS.

Assumptions:

- Staff discussions necessary to perform this assessment will be conducted as part of the staff interviews conducted under Subtask 1.3

Deliverables:

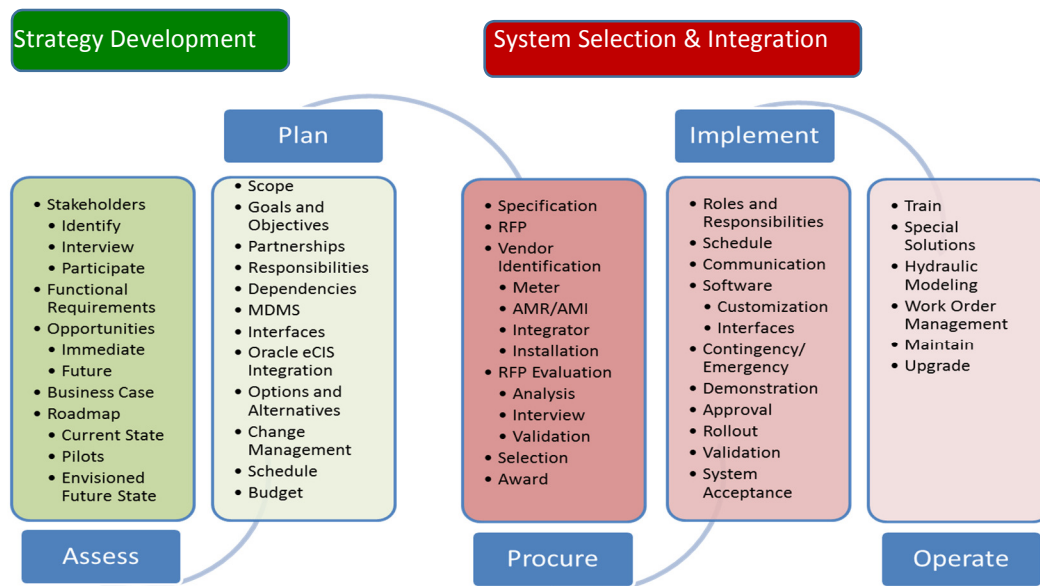
- Findings from this task will be documented in a draft memorandum (PDF format provided electronically). One set of consolidated review comments will be provided by the City. Comments will be addressed as appropriate and the revised findings will be included in the report generated as part of Subtask 1.7.

Subtask 1.6: AMR/AMI Implementation Plan

CH2M will provide a high-level, multi-faceted implementation plan outlining the recommended roadmap for completion of the AMR/AMI project based on the above assessment tasks including a discussion describing the issues needing consideration and the importance of each element, as demonstrated by the example in Exhibit 3. CH2M believes thorough development of such a plan, and active engagement of key staff in its creation, is critically important to program success.

Also included will be a discussion related to procurement considerations and implementation strategies, for example how AMR/AMI could be deployed in phases, potential partnerships with other local electric utilities (such as SCE&G, Fairfield Electric Co-Op, and Mid Carolina Electric Co-Op), unit costs and separate contract line items for best pricing, ways to address customer concerns related to AMI technologies, on-call maintenance contracts, creative financing, and managed versus hosted services.

Exhibit 3. CH2M Roadmap for Advanced Metering

**Assumptions:**

- Discussions and progress reviews with staff will be conducted via teleconference.

Deliverables:

- Draft implementation plan (PDF format provided electronically). One set of consolidated review comments will be provided by the City. Comments will be addressed as appropriate and the revised implementation plan will be incorporated in the report generated as part of Subtask 1.7.

Subtask 1.7: Business Case Recommendations

The results of the first six tasks will be incorporated into a business case document that summarizes the needs and ambitions of the City for various advanced metering system capabilities and functions, based on people, process, and technology. **This document not only serves as a record of the work that was accomplished, but also as a consensus builder among stakeholders.**

Because our approach to procurement encourages all qualified vendors to provide innovative and competitive proposals, we don't typically eliminate specific brand(s) of meters, or select a specific AMI product prior to the RFP process, which we feel would be counterproductive and could limit the City's ability to select the right system at the best price.

Assumptions:

- Up to two CH2M project team members (anticipated to be the project director and project manager) will attend a meeting with City staff to review draft report.

Deliverables:

- Draft business case document (PDF format provided electronically). One set of consolidated review comments will be provided by the City. Comments will be addressed as appropriate and included in the final report (Electronic format as well as six hard copies).

Subtask 1.8: Project Management

Controlling project costs in a professional, responsible manner is emphasized within CH2M. Our management approach, which consists of project instructions, work planning, scheduling, task checklists, team meetings, client workshops, status reports, and an internal management information system, promotes efficient, cost-effective project execution and communication. We will provide monthly status reports to include: Task Status; Cost, Resource and Schedule Management; and Risk and Issue Management.

In our experience, frequent and regular team meetings are a vital contributor to the success of advanced metering programs. To that end, we propose to hold regular team meetings as described below.

Team Meetings – Beginning at Notice to Proceed, the project manager will schedule progress meetings to be held with the City’s Project Manager and other core City staff to review program progress.

Executive Review Meetings – Meetings will be held with the City to communicate the overall status of each task or activity to executive staff and key stakeholders in other departments. The project manager will attend, along with any technical team members needed to address specific schedule items.

Detailed task elements and schedules will be identified in consultation with City staff at the program’s outset. Our project manager will review the schedule to confirm that work elements are proceeding as planned. A schedule status report will be provided to the City as part of monthly reporting, reflecting the status of budget and resources allocated, used, and remaining.

We will use Microsoft Project for initial schedule development and monitoring. Our techniques for effective scheduling include direct integration with a work breakdown structure, identification of milestones and deliverables, logical depiction of work on the critical path, and regular updates to support performance assessments. The master program schedule provides the team with reliable, accurate, and timely information for decision-making.

Assumptions:

- Task 1: System Evaluation and Feasibility Study will last 4.5 months.
- Executive review meetings will be scheduled to coincide with staff project meetings.

Deliverables:

- Project instructions, meeting/workshop agenda and minutes
- Monthly status reports with invoices

Task 2: Project Management Services

Upon completion of Task 1, the City will decide whether to proceed with the project. This scope of work and associated level of effort/fee for Task 2 has been developed based upon assumptions outlined herein. These assumptions may need to be revisited if the City opts to proceed with the project and these Task 2 services.

Task 2.1: Planning Services

CH2M will continue with controlling project costs by updating the project instructions, work plan, and schedule as needed. We will continue to provide monthly status reports to include: Task Status; Cost, Resource and Schedule Management; and Risk and Issue Management.

We will hold regular team meetings as described below.

Team Meetings – Beginning at Notice to Proceed, the project manager will schedule progress meetings to be held with the City’s Project Manager and other core City staff to review program progress.

Executive Review Meetings – Meetings will be held with the City to communicate the overall status of each task or activity to executive staff and key stakeholders in other departments. The project manager will attend, along with any technical team members needed to address specific schedule items.

Detailed task elements and schedules will be identified in consultation with City staff at the outset of Phase 2. Our project manager will review the schedule to confirm that work elements are proceeding as planned. A schedule status report will be provided to the City as part of monthly reporting, reflecting the status of budget and resources allocated, used, and remaining.

During implementation management, we will hold weekly progress meetings to review risks, action items, schedule and issues (RAS). We will also implement document controls, managing progress payments to the vendor, reviewing training materials prior to field work commencing, and performing a pre-go live check of the system, procedures, and overall team readiness.

We will use Microsoft Project for initial schedule development and monitoring. Our techniques for effective scheduling include direct integration with a work breakdown structure, identification of milestones and deliverables, logical depiction of work on the critical path, and regular updates to support performance assessments. The master program schedule provides the team with reliable, accurate, and timely information for decision-making.

The implementation of the AMR/AMI program will present many decisions with regard to risks and liabilities—for example, those associated with the field work and installation phases of the program, as well as the long-term performance of the system components. We will address risk planning and mitigation early and throughout all program phases to provide for program success but also to identify the longer term issues for the City. Our approach is to incorporate risk planning and mitigation into all the project phases as well as to identify longer term issues for the City.

Our approach to communications will be based on the following principles:

- Adopt best practices from utilities that have implemented AMR/AMI
- Inform, educate, and foster a sense of ownership among city staff and other internal city stakeholders
- Communicate AMR/AMI benefits to customers, proactively address concerns, and build support for implementation

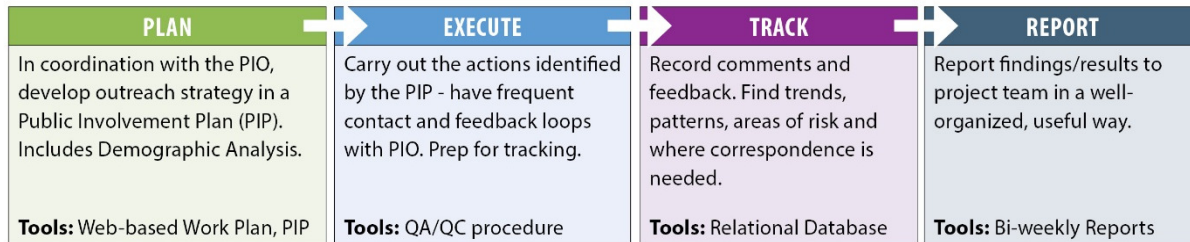
Learn from other utilities – We will use best practices and lessons learned from past projects to develop our communications plan, enabling Columbia to benefit from our communications experience. For example, during our work with Cleveland Water, we learned that utilities with successful communications programs made an effort to “go where customers are,” attending numerous regularly scheduled neighborhood and organization meetings rather than relying on holding project-specific public meetings.

Communicate with employees – We have found the internal communications plan to be critical to supporting a successful external rollout. All staff need to be equipped with accurate information and a sense of ownership to confirm their interactions with the public are positive and based on fact rather than rumor. The plan will be tailored to different types of staff, with particular attention to staff who regularly interact with the public. The plan will include tools, such as an intranet site, fact sheets, and a FAQ, that will help educate staff, as well as methods for reaching out to them. These methods will include briefings at staff meetings, drop-in open houses, and field visits for staff to learn hands-on about advanced meters. It is crucial that communications to internal staff be conducted prior to implementation of the external plan so that staff can have informed interaction with customers.

Communicate with customers – The external plan will be developed alongside the internal plan to confirm that key messages are consistent. Critical to this process will be identifying the full spectrum of stakeholders so that they can be engaged during implementation. The plan will also include a description of methods and tools we will use, recognizing that the city’s outreach goals include achieving informed consent of its customers. Our plan will address this goal by confirming customers are informed early, have multiple ways to be involved, have their comments and concerns addressed, and receive explanations about how their input was used and why decisions were made. We will preemptively be addressing common customer concerns with AMI technology (e.g., Radio Frequency, security, rate impacts), to prevent the spread of misinformation and avoid any negative public perception. By keeping customers informed early and often, we will maintain strong stakeholder communications and build community support.

In a big picture sense Exhibit 4 depicts how we organize our outreach planning and implementation efforts. We put equal emphasis on all four elements: planning, because it's critical to have a comprehensive roadmap for what we intend to do; execution, because we aim to get it right the first time to earn the public's trust; tracking, because it's important to identify and address issues as they emerge; and reporting, because we need to be able to demonstrate to elected officials and others that we did what we said we would do.

Exhibit 4. Sample organization of outreach planning and implementation efforts



Assumptions:

- Task 2: Project Management Services will last 51 months (11 for Acquisition Services and 40 for Installation Services).
- Executive review meetings will be scheduled to coincide with staff project meetings.

Deliverables:

- Revised project instructions, meeting/workshop agenda and minutes
- Monthly status reports with invoices

Task 2.2: Acquisition Services

Successfully acquiring the right system for Columbia requires an RFP and procurement process that will result in well-qualified competitive proposals, an evaluation process that properly reflects the proprietary nature and long life cycle of this technology, and a strong performance-based contract that protects Columbia's investment.

CH2M recognizes that the procurement process and the contract should reflect Columbia's standard procurement procedures adapted to an AMR/AMI project (which is a hybrid of products and materials acquisition, information and communications technology implementation, construction and professional services). We have found that a three-step procurement process has provided our clients with the best functionality at the best price: 1) Request technical proposals; 2) Review and invite selected vendors for presentations and Q&A (this will increase vendor confidence and reduce their embedded "risk" pricing); and 3) Request price proposals from selected vendors.

Our experience has shown that vendors are able to provide more refined and competitive pricing after the presentation and interview stage. This also provides the City with an opportunity to short-list, or eliminate certain vendors that are not qualified prior to being exposed to potential "low-bid" situations.

The procurement document will cover system components and system performance, data communications backhaul, a meter data management system, a customer portal, interfaces and integration support, project controls, training, vendor support, replacement water meters, installation, customer communications, and warranties.

Should we determine that a third-party MDMS is needed, we will work with Columbia to incorporate that requirement as a separate contract line item in the AMI RFP. And in preparation for ongoing support we will facilitate a workshop with Columbia, evaluating various options for maintaining the AMR/AMI system. Our time tested solution is to meet with utility staff, assess which aspects they feel comfortable managing, and determine where additional assistance may be required.

RFP Development

CH2M will develop an RFP with performance-based specifications and evaluation criteria to support competitive pricing while meeting specific functional objectives like on-demand reads, remote valve operation, or specific read success rates.

We will prepare the draft RFP language for each requirement and desired feature. In some cases, it is the combination of components (including the meter register) and software that creates a performance characteristic, such as tamper detection or leak indication. We will use our proven RFP template as a starting point and incorporate Columbia-specific language and requirements; we will then review the draft document in detail with staff, and make revisions as necessary.

Standard contract language, clauses, and legal wording will be the requirement of Columbia, its procurement staff, and its counsel. Existing meter population (quantity and sizes), customer addresses, and specific locations/height of city facilities will be required by the proposers and will be required of Columbia and its staff. Once CH2M provides the draft RFP, Columbia will finalize and approve the solicitation prior to posting and publicizing it in accordance with the City's standard contracting process.

Vendor Responses and Evaluation

Before release of the RFP, CH2M will work with Columbia staff to develop appropriate evaluation criteria and relative weights (demonstrated by the example shown in Exhibit 5) based on the city's identified goals and objectives of the City as well as our past experience with successful solicitations. We will also develop a list of potential vendors to assist the City in advertising. These will be reviewed with City staff.

Exhibit 5. Example RFP Evaluation Criteria

Criteria	Definition
Strength of Proposer (25 pts)	References, experience, financial stability and solvency, revenue growth and profitability, relative R&D investments, and ability to acquire bonding and insurance
System Capabilities (25 pts)	Degree to which proposed system addresses technical specifications, performance requirements, and desirable functions

Ease of O&M (10 pts)	Ease of ongoing use and maintenance of system, including component installation, programming and repair; use of software; interface with billing system; and diagnostic and reporting capabilities.
Integration Support (5 pts)	Vendor's ability to develop, document, and support interfaces with JVVCD's MUNIS billing system and other IT systems
Data Management (5 pts)	Data integrity, security, accessibility, backup/recovery, flexibility, cross system balancing, auditing capabilities, report generation, and queries. Nonproprietary interfaces.
Support (5 pts)	How the Proposer will deliver maintenance and operational support, as well as training. Response modes and times.
Warranty (5 pts)	Period and extent of warranty coverage on meter reading system components. Overall system performance guarantees. Protection in the event of excessive failures.
Lifecycle Cost (20 pts)	Total cost of the proposed system over the expected 20-year life.

CH2M will be the point of contact for proposers, to field their calls and provide the proper responses to questions during the solicitation process (i.e., questions must be submitted in writing and questions will be answered with a response to all proposers). This approach will help protect the City from constant calls/pressure from vendors during the process.

CH2M will review questions submitted in writing prior to the deadline and provide 1) suggested responses for functional/specification related questions and 2) an itemized list of questions that pertain to legal or contractual issues for Columbia to respond. The final response to proposers and/or posting of the addendum will be the requirement of the City.

CH2M will participate on the evaluation panel (if desired by Columbia), will perform vendor reference checks, and will be onsite during the vendor presentations. During evaluation, panel participants will each score the technical proposals prior to review of the cost proposal. CH2M will facilitate a post-presentation meeting where individual technical scores are compared and a consensus is reached according to the evaluation criteria and weighing factor established. Once the evaluation is complete, CH2M will draft the consultant's recommendation for review by the City.

Vendor Negotiations

CH2M will provide Columbia with a draft contract as well as assistance during contract negotiations with the selected vendor to agree upon both initial and unit pricing, implementation timeline, contract and performance terms.

Assumptions:

- CH2M will participate in RFP review meeting by phone.
- Up to two team members will participate in vendor presentations for up to three days.
- Evaluation panel meeting will be scheduled to coincide with vendor presentations.

Deliverables:

- Draft RFP for procuring the AMR/AMI system. One set of consolidated review comments will be provided by the City. Comments will be addressed as appropriate and included in the final RFP.
- Addendum to RFP (to address vendor questions)
- Letter recommending AMR/AMI system
- Draft contract for the City to use with the selected vendor

Task 2.3: Installation Services

Once the negotiations are complete and the City issues the final contract documents and the notice to proceed, CH2M will manage the contractors and preparations for deployment. For this part of the program to succeed, effective program management and individual project management must go hand-in-hand.

Large-scale installation and deployment of AMR/AMI system components requires careful coordination and monitoring of contractor activities – including appointment scheduling, meter refurbishment work, IT interfaces, meter reader redeployment, communications, and a variety of additional dimensions.

The AMR/AMI project will consist of thousands of small customer service transactions as well as thousands of work orders. These work orders must be executed efficiently and on schedule to maintain progress and budget, and the information involved must be handled properly to ensure accuracy, minimize follow-up, and minimize the number of things that “fall through the cracks.” This requires good internal and external communications, not only with customers but with the Columbia employees and stakeholders.

We will require the contractors to provide monthly reports, and prepare our own, covering progress against schedule and budget, as well as other project performance measures established for the project. For example, the contractor will be required to inspect a certain percentage of work, following protocols. Failure to turn in the report, do the inspections, and meet the inspection acceptable standards will all be grounds for penalties or defaults. Other project performance measures are associated with customer contact, appointment scheduling, responsive complaints, number of data discrepancies trapped, and AMR/AMI system performance.

The AMR/AMI installation schedule will be made a part of the contract documents, since unanticipated changes to the schedule can disrupt project management and City operations. The AMR/AMI installation contractor(s) will be required to meet construction schedules through their contract term. Falling behind will create default conditions and require corrective action, such as subcontracting or hiring additional crews. Variances and concerns will be immediately addressed with the installation contractor(s) along with a recovery program. The information being reported will include historical and forecast outcomes to allow program and project leaders to make informed decisions and act to recover from schedule delays and eliminate potential budget overruns.

Of most importance is the quality and accuracy of the AMR/AMI data. There is one chance—at the time of installation—to get the data right. If Columbia customer service representatives or customers have any doubt about having the right reading from the right meter at the right location, they will lose faith in the system, and savings and other benefits may never be achieved. Therefore, a robust program control and monitoring system that considers AMR/AMI data quality is critical to project success.

CH2M will require installers to provide bar codes and scanners, handheld computers, and digital photographs of old meter registers and installation settings to help to minimize handwritten information and ensure a more foolproof data management procedure system. When project control procedures and models are well designed and followed, data discrepancies are rare, and erroneous readings are virtually nonexistent.

CH2M will release installation work route by route to avoid the poor productivity associated with scattered meter readings on the same street. CH2M will establish criteria for the completion of old routes before we will allow the contractor to move into new areas, to prevent the contractor from avoiding more difficult installations, enable us to manage inspections, minimize City’s meter reading coordination efforts, and minimize manual reads on routes that have been converted to AMR/AMI.

Demonstration Period

Prior to commencement of full-scale installation, we will require the contractor to conduct a “slow-start” installation on a several hundred meters (as well as the data collection units needed to cover them, in the case of a fixed network system) so that all parties can verify system performance as well as all installation and quality-based project control procedures, including appointment scheduling, logistics, inspection, data audit, installation acceptance, the handling of anomalies (such as inaccurate data or shutoff valves that need replacing) and the data interface to the CIS.

In our experience, this type of demonstration period usually traps procedural errors associated with installation. After a short evaluation period, we will recommend any immediate corrective actions or, at the City’s direction, allow the contractor to continue with full deployment.

CH2M will also establish similar test periods for any other applications involving interfaces to the AMR/AMI system. We understand the critical nature of this data to Columbia and will ensure that all components function properly before bringing them on line.

Field Inspections and Support

AMI contractor performance will be measured by tracking:

- Percentage of route completion
- Meter accuracy and meter testing
- Component failure rates and root causes (e.g., battery failures, damage during installation)
- Initial defect rate
- Read success rate, and data transfer success

- Network redundancy

CH2M's management of the project will involve regular performance reporting by the contractor, formal and informal meetings, and special meetings to handle problems.

CH2M will provide a project manager during the AMI implementation phase; either the City or CH2M will provide two field services managers during the AMI implementation phase. If the City decides to have CH2M provide these services, then optional services subtask 5.5 will be authorized.

For the first 12 months CH2M will facilitate weekly meetings with the AMI vendor. For the remainder of the installation period, meeting frequency will be reduced to biweekly. The CH2M project manager or his designee will attend these meetings.

In addition, we recommend that 5 to 10 percent of the removed meters be selected for testing by the City, to get a sense of the extent of potential increases in registration.

Installation Cost Control

At the heart of the program management effort is the administration of the cost control program for the multiple agreements with installation contractors, vendors or professional service consultants. Our program controls approach brings together the scheduling tools, budget monitoring capabilities, data management/accessibility needs, cost estimating, change management, financial management/cash flow projection, document control, and other functions into a cohesive system that has been successful on numerous programs. We will develop a document control plan for the implementation phase of the program using Microsoft SharePoint software, a web-based system with retrieval and reporting capabilities that Columbia uses on other projects.

Once the schedule and values for each contract are finalized, we can utilize a continual monitoring approach of the amount of available funds per contract through the program controls portal. The program controls system assists in managing the actual cost incurred to date and provides a structure to forecast Estimate to Complete (ETC) values and compare actual cost incurred to actual funding received.

In addition, we will establish procedures that track the receipt process to review and evaluate change orders, claims, and requests for payment. Working with Columbia, we will build into these processes the necessary coordination and procedure steps to approve or deny these requests. CH2M will review monthly pay requests (see following section); review of change orders and claims will be conducted only if authorized by the City project manager and will be tracked on a time and materials basis outside of this scope of work. Such reviews will consider the following factors: technical merit, cost, and validity.

Progress Payments

Progress payments are integral with the cost control methodology. Working with Columbia, we will develop specific procedures for payment approval and processing. The contract language will establish work acceptance criteria for payment by Columbia to the contractor for work completed, which generally consist of a combination of successful reading experience and good workmanship. As an example, acceptance criteria in the contract documents may require each installation accepted by the City to be conditioned upon (1) electronic submission of a list of completed installations containing for that installation the premise identification number, address, old and new meter ID numbers, old and new meter readings, MIU ID number, location of meter and MIU, installer's name, and all other information relevant to the installation; (2) satisfactory inspection by the City/CH2M; and (3) successful capture of a confirming meter reading or sequence of meter readings from that meter and MIU by the City operating the AMI system in a normal way. CH2M will work with City staff to develop acceptance language for Columbia's program.

Training

The majority of AMR/AMI-related training will be provided by the vendor following the training plan incorporated in the contract Scope of Work. CH2M will provide additional training that will cover aspects of the system, including operation, data retrieval, installation and maintenance of hardware and software, and administration procedures. CH2M will integrate the training plan into the project schedule.

Assumptions:

- Installation period of 40-month duration during which time CH2M will provide the project manager at half time and the City will provide two field services managers at full time (unless optional services are authorized – see Subtask 2.5).
- The presence or duties of CH2M's personnel at a construction site, whether as onsite representatives or otherwise, do not make CH2M or CH2M's personnel in any way responsible for those duties that belong to the installation Contractors or other entities, and do not relieve the installation Contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all installation/construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the installation/construction work in accordance with the Contract Documents and any health or safety precautions required by such work. Plumbing deficiencies/anomalies discovered in the field will be addressed by City staff.
- CH2M and CH2M's personnel have no authority to exercise any control over any installation Contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the installation Contractors or other entity or any other persons at the site except CH2M's own personnel.

- The presence of CH2M's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction Contractor. CH2M neither guarantees the performance of the installation Contractor nor assumes responsibility for Contractor's failure to perform work in accordance with the construction documents.

Deliverables:

- Monthly progress reports during the installation period
- Document control plan
- Payment approval and processing procedures
- Training plan

Task 2.4: Maintenance, Support and Warranty

The three elements of the AMR/AMI system are: 1) MIU/Endpoints, 2) the fixed network (if selecting an AMI system), and 3) the head end software tied to AMR/AMI data. For each of these elements, Columbia can choose to perform in-house maintenance or contract the services out to a vendor or third party. For example, some utilities do not have the skillset on hand (or have the ability to hire) a field technician to maintain a radio-based fixed network infrastructure or do not have trained employees to climb communication towers to perform routine maintained on coaxial cabling. CH2M has seen utilities manage all aspects of ongoing maintenance themselves or contract out any combination of these responsibilities. We will develop a maintenance and warranty support plan that is tailored to meet the needs of Columbia taking into consideration the complexity of the selected system(s) as well as incorporating the lessons learned from the previous AMR/AMI pilots that the City conducted.

In our AMR/AMI vendor contracts, we include a failure rate limit and threshold where if exceeded the contract requires onsite correction by the vendor. An important aspect of enforcing this warranty provision is tracking error rates and root causes in a master database. We will assist Columbia to setup this database and train staff on tracking failures through the vendor RMA process.

Deliverables:

- Draft maintenance and warranty support plan. One set of consolidated review comments will be provided by the City. Comments will be addressed as appropriate and revisions will be included in the final maintenance and warranty support plan.

Optional Services Subtask 2.5: Additional Installation Services

The purpose of this optional services subtask is to have CH2M (instead of the City) provide two field services managers during the installation period. In the event that City would like to have CH2M provide these services this optional subtask will be authorized.

The field services managers will focus attention on field activities, such as inspection, investigations, supply logistics, and AMI installation coordination. These aspects of intensive AMI deployment are often the most difficult for utility employees with other responsibilities to devote adequate attention. CH2M responsibilities will include:

- Coordinate installation contractor work
- Supervise follow-up on all anomalies
- Prepare project field reports
- Attend weekly project meetings
- Coordinate receipt of supplies and materials
- Supervise safety procedures

Hands-on quality control and oversight are particularly important at the beginning of the project in order to ensure that procedural or performance problems are solved promptly, enabling a successful execution of the project in its entirety.

Quality control of field installation work involves on-site real-time spot inspection to ensure the work meets specifications. Physical inspection will identify installation problems not indicated by the AMI system (e.g., a leaky coupling or debris left at the site). It is assumed the City will not have inspection staff available to oversee the AMI vendor installations in addition to the installation contractor's own required inspections. The CH2M inspectors' key duties would be to validate the contractor's field performance, verifying the correct equipment is installed, and validate workmanship. All work turned back to the contractor also will be inspected. The percentage of sites inspected may be varied depending on the percentage and nature of problems found. In more difficult areas, the inspection rate might be increased. We will work with Columbia staff to develop protocols and mechanism for dealing with difficult installations, to minimize the burden on Columbia staff. Field inspections will be an important step in overall quality and project control procedures for determining whether the installation is approved and the contractor will be paid for that installation. Inspection guidelines will align with program goals and will provide for mechanisms for follow-up when deficiencies are noted.

Assumptions:

- CH2M will provide two field services managers at full time during the installation period (which is assumed to last 40 months).
- The presence or duties of CH2M's personnel at a construction site, whether as onsite representatives or otherwise, do not make CH2M or CH2M's personnel in any way

responsible for those duties that belong to the installation Contractors or other entities, and do not relieve the installation Contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all installation/construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the installation/construction work in accordance with the Contract Documents and any health or safety precautions required by such work. Plumbing deficiencies/anomalies discovered in the field will be addressed by City staff.

- CH2M and CH2M's personnel have no authority to exercise any control over any installation Contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the installation Contractors or other entity or any other persons at the site except CH2M's own personnel.
- The presence of CH2M's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction Contractor. CH2M neither guarantees the performance of the installation Contractor nor assumes responsibility for Contractor's failure to perform work in accordance with the construction documents.

Deliverables:

Meeting Notes, Inspection Reports and Photographs generated as part of the installation inspection effort



CITY COUNCIL COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT CASE SUMMARY

Public Hearing – May 17, 2016 - 6:00 PM

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

Subject Property:	W/S National Guard Road, TMS# 11100-01-15; E/S Congaree River, TMS# 11100-01-05 and 11100-01-06; and South of South Stadium Road/Southeast of Vine Street, TMS# 11201-02-10		
Applicant:	The University of South Carolina Development Foundation		
Council District:	3	Census Tract:	117.01
County Land Use Plan:	Rural Large Lot / Mixed Residential (High Density)	Proposed City Interim Land Use Plan:	SD-1
Current Land Use:	Undeveloped	Proposed Use:	Institutional/Recreational
Staff Recommendation:	Approval		
Planning Commission Recommendation (Interim Land Use):	Approval (6-0), 03/07/2016		
Planning Commission Recommendation (Land Use):	Approval (6-0), 04/04/2016		
Annexation:	04-19-2016		

Detail: This amendment is to the Future Land Use Map in Chapter 8.3 of *The Columbia Plan: 2018* (the City's Comprehensive Plan). The subject properties were annexed on April 5, 2016 and will be assigned a future land use classification as it was outside the City boundary limits at the time of the adoption of the current plan (*Putting the Pieces in Place*), and therefore not identified therein. *Putting the Pieces in Place* was adopted by City Council on February 17, 2015 and has been subsequently amended from time to time.

Planning Commission approved a resolution on March 7, 2016 recommending Council amend the land use map for the subject parcels to SD-1.

Recommendation: Staff and the Planning Commission recommend that the City Council consider adoption of the attached ordinance to amend Chapter 8.3 of *The Columbia Plan: 2018* – Future Land Use Map to include W/S National Guard Road, TMS# 11100-01-15; E/S Congaree River, TMS# 11100-01-05 and 11100-01-06; and South of South Stadium Road/Southeast of Vine Street, TMS# 11201-02-10 within the plan with a classification of SD-1.

Future Meetings:

City Council 1 st Reading	May 17, 2016
City Council 2 nd Reading	June 7, 2016



GRANBY LN

ROSEWOOD DR

S STADIUM RD

NATIONAL GUARD RD

EDEN ST

BLUFF

OLD DAIRY

SILO CT

BLUFF INDUSTRIAL BLVD

Future Land Use Map

W/S National Guard Rd, TMS# 11100-01-15; E/S Congaree River, TMS# 11100-01-05 and 11100-01-10; South of Stadium Rd/Southeast of Vine St, TMS #11201-02-10; FLU: SD-1

13.a

Department of Planning & Development Services

Legend

-  CITY LIMITS
-  PARCELS
-
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  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



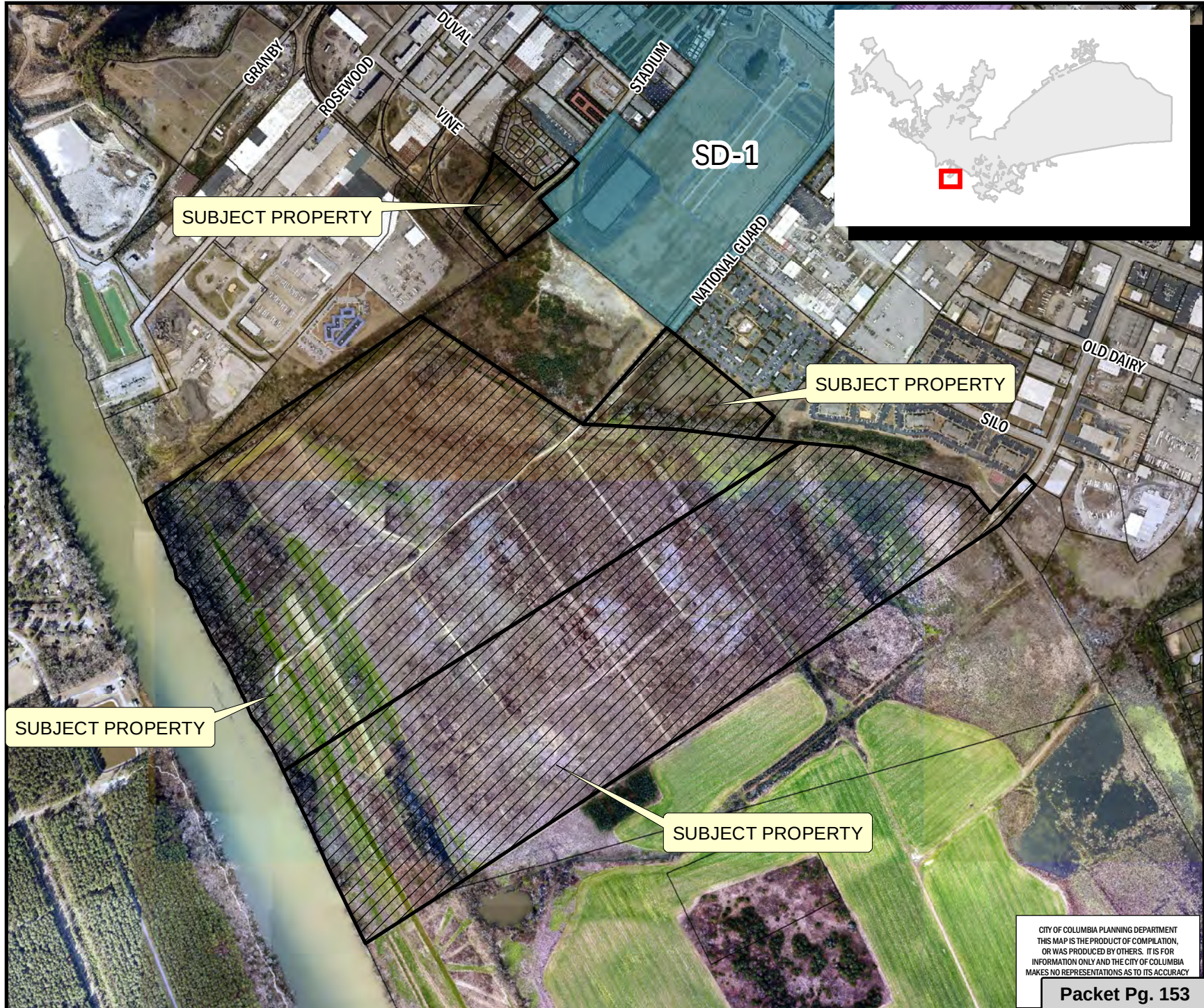
0 170 340 680 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Ahmed Abdullah
March 24, 2016



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

Packet Pg. 153

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2016-034

Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include W/S National Guard Road, Richland County TMS #11100-01-15; E/S Congaree River, Richland County TMS #11100-01-05 and 11100-01-06; and S/S South Stadium Road and SE/S Vine Street, Richland County TMS #11201-02-10 annexed by Ordinance No.: 2016-020 enacted April 19, 2016

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 Together", along with all the maps and policies contained therein; and,

WHEREAS, W/S National Guard Road, Richland County TMS #11100-01-15; E/S Congaree River, Richland County TMS #11100-01-05 and 11100-01-06; and S/S South Stadium Road and SE/S Vine Street, Richland County TMS #11201-02-10 filed for petition on February 22, 2016, and were not included within Plan Columbia Land Use Plan Putting the Pieces in Place adopted by City Council on February 17, 2015, and shall be assigned the designated future land use classifications of Sports/Amusement District (SD-1), 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 _____, 2016, that W/S National Guard Road, Richland County TMS #11100-01-15; E/S Congaree River, Richland County TMS #11100-01-05 and 11100-01-06; and S/S South Stadium Road and SE/S Vine Street, Richland County TMS #11201-02-10 annexed into the City of Columbia by Ordinance No.: 2016-020 enacted on April 19, 2016, shall be incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. This property shall be apportioned to City Council District 3, Census Tract 117.01, contains 317.047 acres, and shall be assigned a land use classification of Sports/Amusement District (SD-1)

Requested by:

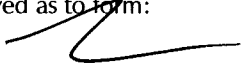
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



ATTEST:

City Attorney

City Clerk

Introduced:

Final Reading:



**CITY COUNCIL
ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT,
AND ZONING MAP AMENDMENT CASE SUMMARY**

**E/S SPEARS CREEK CHURCH ROAD
ANNEX, ASSIGN LAND USE CLASSIFICATION AC-3
(REGIONAL ACTIVITY CORRIDOR)
AND ZONE PROPERTY PUD-C
(PLANNED UNIT DEVELOPMENT - COMMERCIAL)**

Zoning Public Hearing - May 17, 2016 at 7:00pm

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

Subject Property:	E/S Spears Creek Church Road, TMS#25716-02-02		
Applicant:	Grace Presbyterian Church (A.R.P.), Inc., 1420 Lady Street, Columbia, SC 29201		
Council District:	4	Census Tract:	114.07
County Land Use Plan:	Neighborhood (Medium Density)	Proposed City Land Use Plan:	AC-3 Regional Activity Corridor
County Zoning:	PDD	Proposed Zoning:	PUD-C
Current Land Use:	Undeveloped	Proposed Use:	Religious Institution
Reason for Annexation:	Donut Hole / City Services		

CASE HISTORY

Staff Recommendation:	Annex, Assign AC-3 Land Use Classification and PUD-C Zoning	APPROVE
PC Recommendation: 04/04/2016	Annex, Assign AC-3 Land Use Classification and PUD-C Zoning	APPROVE (7-0)
Zoning Public Hearing: 05/17/2016	Annex, Assign AC-3 Land Use Classification And PUD-C Zoning	PENDING

APPLICATION REQUEST

Applicant is requesting annexation to receive city services.

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

The subject parcel is approximately 9.0 acres and located on E/S Spears Creek Church Road. The entire parcel has been offered for annexation.

DETERMINATION FOR CITY SERVICES

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

Police

There was no call for service on the property to be annexed, which is currently vacant. As a church is proposed to be constructed on the property, service calls for similar churches within the City of Columbia's jurisdiction were analyzed. Based upon the analysis we find that the proposed annexations will cost the CPD **\$639.93** annually to provide service.

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 2 from a Class 4.

Solid Waste

The cost associated with solid waste service for this property is **\$0.00** as solid waste services are not provided to commercial uses.

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. There is a tap fee for the property owner.

Water Customer Care

Annexation will result in an approximately **40% reduction** in water and sewer service rates for the customer.

Planning & Development Services

We recommend annexation of this property. The estimated annual City property tax revenue after annexation of these properties will generate approximately \$0.00. The property is currently owned by the Grace Presbyterian Church (A.R.P.), INC., and will be used as a religious institution.

*Estimated City Tax Revenue calculated as: (Tax Value*Tax Rate)*City Millage Rate (.0981)) - (Tax Value*Local Option Sales Tax Credit (.002)).

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 it 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. These areas 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.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Staff recommends subject parcel be designated "Regional Activity Corridor" (AC-3) in The Columbia Plan 2018 Future Land Use Map.

Regional Activity Corridors are a linear extension 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 and Mausoleums
- Parking Lots

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

The subject parcel is not covered by an area plan which has been adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel and surrounding parcels are currently zoned PDD in Richland County and surrounding parcels within the City of Columbia are PUD-C and C-2.

The parcel is proposed to be zoned PUD-C Planned Unit Development-Commercial District within the City of Columbia. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

STAFF RECOMMENDATION

Annex, assign AC-3 land use classification and PUD-C.



WOODCREEK FARMS

WOODCREEK FARMS

WOODCREEK RIDGE

BEAVER RIDGE

BEAVER

SPEARS CREEK CHURCH

NO NAME

NO NAME

SPEARS CREEK CHURCH

NO NAME

NO NAME

SOUTH

Future Land Use Map

E/S Spears Creek Church 14.a
TMS#25716-02-02 FLU: AC-3

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  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



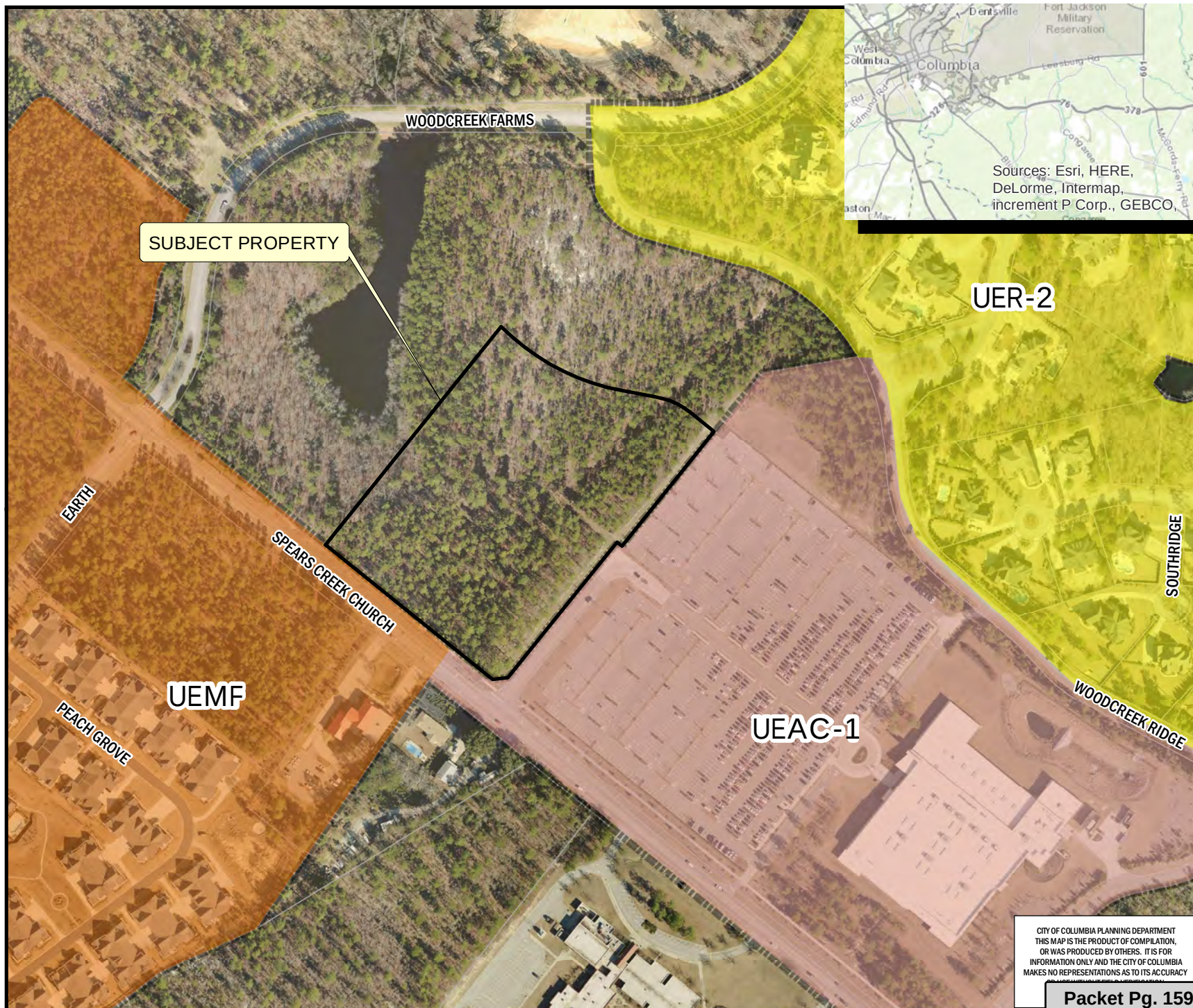
0 55 110 220 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Ahmed Abdullah
February 25, 2016



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

Packet Pg. 159

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

E/S Spears Creek Church Road. TMS# 25
ZONING: Existing PDD, Proposed PUD-C

14.a

Department of Planning &
Development Services

Legend



D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 45 90 180
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

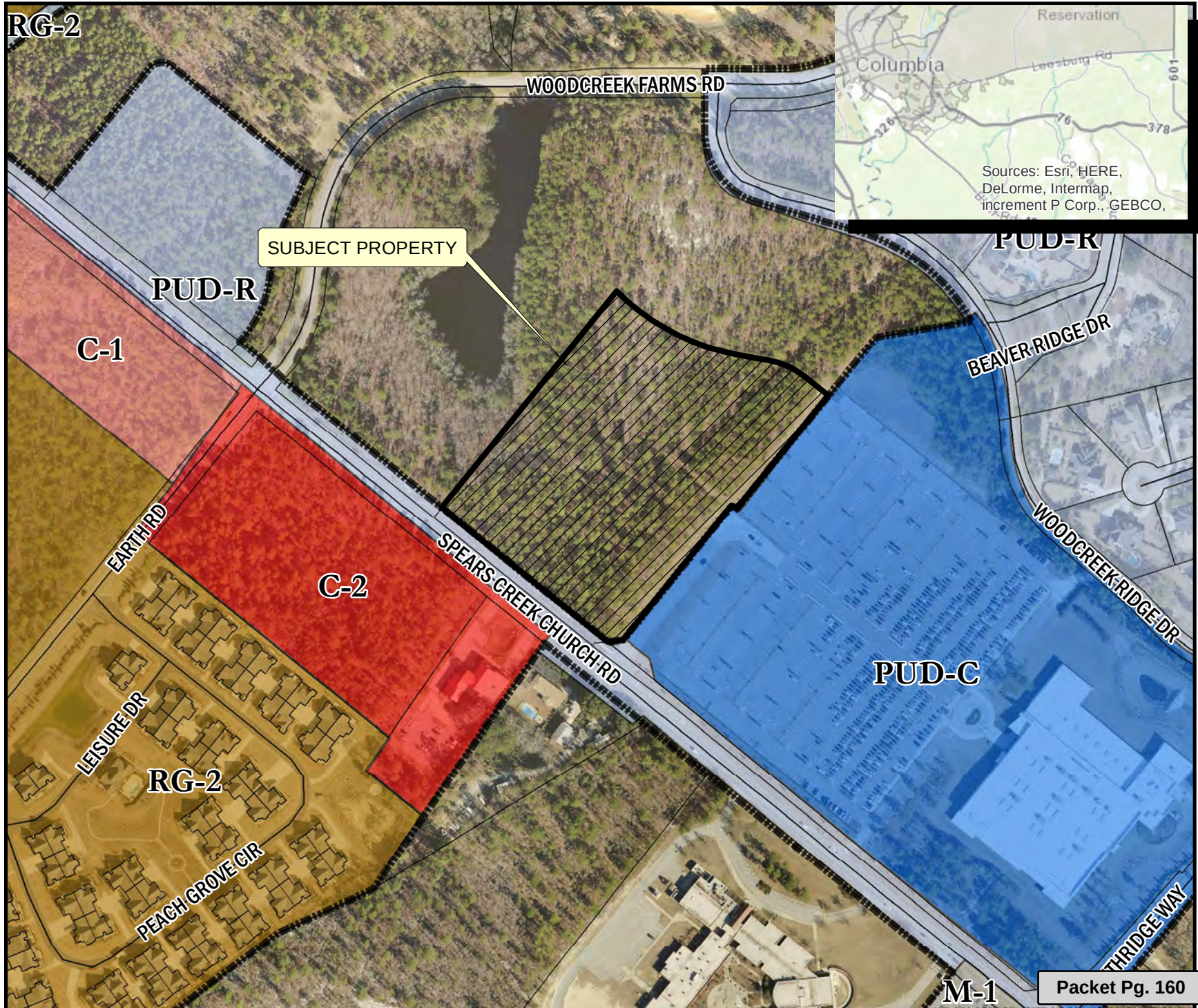
Ahmed Abdullah
February 25, 2016

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



Sources: Esri, HERE,
DeLorme, Intermap,
increment P Corp., GEBCO,

M-1

Packet Pg. 160

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: February 26, 2016

RE: **Property Address:** E/S Spears Creek Church Road
Richland County TMS: 25716-02-02
Owner(s): GRACE PRESBYTERIAN CHURCH (A.R.P.), INC.
Current Use: Undeveloped **Proposed Use:** Religious Institution
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: AC-3 Regional Activity
Current County Zoning: PDD **Proposed City Zoning:** PUD-C
Reason for Annexation: Donut Hole / Municipal Services
City Council District: 4 **Census Tract:** 114.07

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

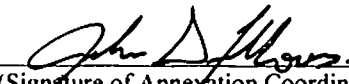
Planning & Development Services staff will see to it that this matter is placed on the April 4, 2016 Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/dle
 Attachments

cc:	S. Allison Baker, Sr. Assistant City Manager	Missy Gentry, Assistant City Manager
	William Holbrook, Police Chief	Aubrey Jenkins, Fire Chief
	Teresa Knox, City Attorney	Joseph Jaco, Utilities and Engineering
	Dana Higgins, City Engineer	Robert Anderson, Public Works Director
	Krista Hampton, Planning & Development Services	Jeff Palen, Finance Director
	Deborah Livingston, Community Development Director	George Adams, Fire Marshal
	Roger Myers, Business License Administrator	Brian Cook, Zoning Administrator
	Angela Adams, Water Customer Service	Kimberly Gathers, Columbia-Richland 911
	Jerry Thompson, Building Official	David Hatcher, Housing Official
	Susan Leitner, Engineering	Richland County Solid Waste Collection
	Denny Daniels, Engineering	John Fellows, Planning Administrator
	Carolyn Wilson, Police Planning & Research	Zach Kay, Dev. Center Administrator
	Alfreda Tindall, Richland County 911 Addressing Coordinator	

Planning Commission Zoning Recommendation: PUD-C (Zoning classification) by 7-0 on 04/04/16 (mm/dd/yyyy).

Planning Commission Land Use Recommendation: AC-3 (Land Use classification) by 7-0 on 04/04/16 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

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 9.0 acres, more or less, being shown and delineated on a plat prepared for Grace Presbyterian Church, ARP, Inc. by United Design Services, Inc., dated February 1, 2013, recorded in the Office of the Register of Deeds for Richland County in Book 1887, Page 3844, and having such boundaries and measurements as are shown on said plat.

Richland County TMS: 25716-02-02

Property Address: E/S Spears Creek Church Road

GRACE PRESBYTERIAN CHURCH (A.R.P.), INC.

BY: Mark Sloan
Mark Sloan

Date: 2/24/16

Its: Clerk of the Session

ORDINANCE NO.: 2016-035

*Annexing and Incorporating 9 acres E/S Spears Creek Church Road, Richland County TMS #25716-02-02
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, this __ day of _____ 2016, 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 zoned PUD-C, apportioned to City Council District 4, Census Tract 114.07, contains 9 acres, and shall be assigned a land use classification of AC-3 Regional Activity.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25716-02-02

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

Requested by:

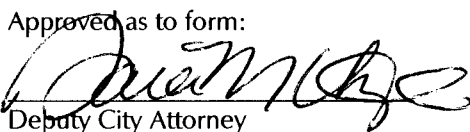
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2016-035

All that certain piece, parcel or lot lying and being situated near the City of Columbia, the County of Richland, and the State of South Carolina, containing 9.0 acres, more or less, being shown and delineated on a plat prepared for Grace Presbyterian Church, ARP, Inc. by United Design Services, Inc. dated February 1, 2013, recorded in the Office of the Register of Deeds for Richland County in Book 1887, Page 3844, and 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 26, 2016

RE: **Property Address:** E/S Spears Creek Church Road
Richland County TMS: 25716-02-02
Owner(s): GRACE PRESBYTERIAN CHURCH (A.R.P.), INC.
Current Use: Undeveloped **Proposed Use:** Religious Institution
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: AC-3 Regional Activity
Current County Zoning: PDD **Proposed City Zoning:** PUD-C
Reason for Annexation: Donut Hole / Municipal Services
City Council District: 4 **Census Tract:** 114.07

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

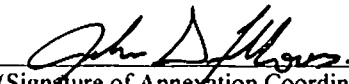
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/dle
 Attachments

cc:	S. Allison Baker, Sr. Assistant City Manager	Missy Gentry, Assistant City Manager
	William Holbrook, Police Chief	Aubrey Jenkins, Fire Chief
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	Denny Daniels, Engineering	John Fellows, Planning Administrator
	Carolyn Wilson, Police Planning & Research	Zach Kay, Dev. Center Administrator
	Alfreda Tindall, Richland County 911 Addressing Coordinator	

Planning Commission Zoning Recommendation: PUD-C (Zoning classification) by 7-0 on 04/04/16 (mm/dd/yyyy).

Planning Commission Land Use Recommendation: AC-3 (Land Use classification) by 7-0 on 04/04/16 (mm/dd/yyyy).

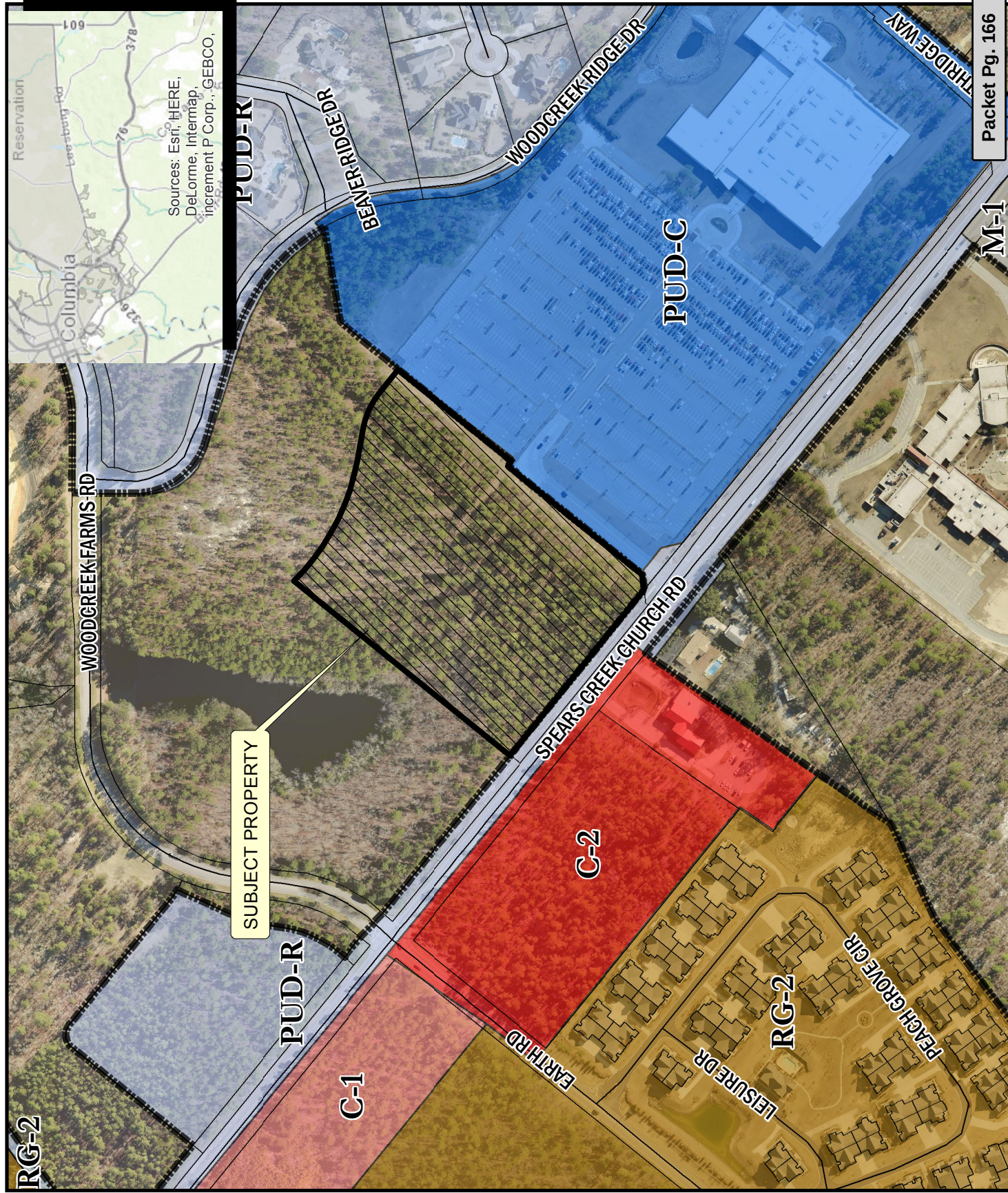

 (Signature of Annexation Coordinator)

Zoning Map

Department of Planning & Development Services

E/S Spears Creek Church Road. TMS# 25
ZONING: Existing PDD, Proposed PUD-C

14.d



Legend



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	Fl Jackson Overlay



0 45 90 180 feet

ORIGINAL PREPARATION/DATE:

This map was prepared by:

Ahmed Abdullah

February 25, 2016

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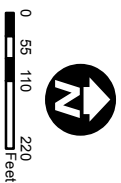
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E/S Spears Creek Church 14.d
TMS#25716-02-02 FLU:AC-3

Legend

 CITY LIMITS

 PARCELS



Ahmed Abdullah
February 25, 2016

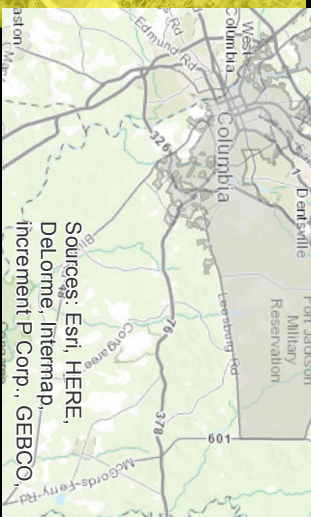
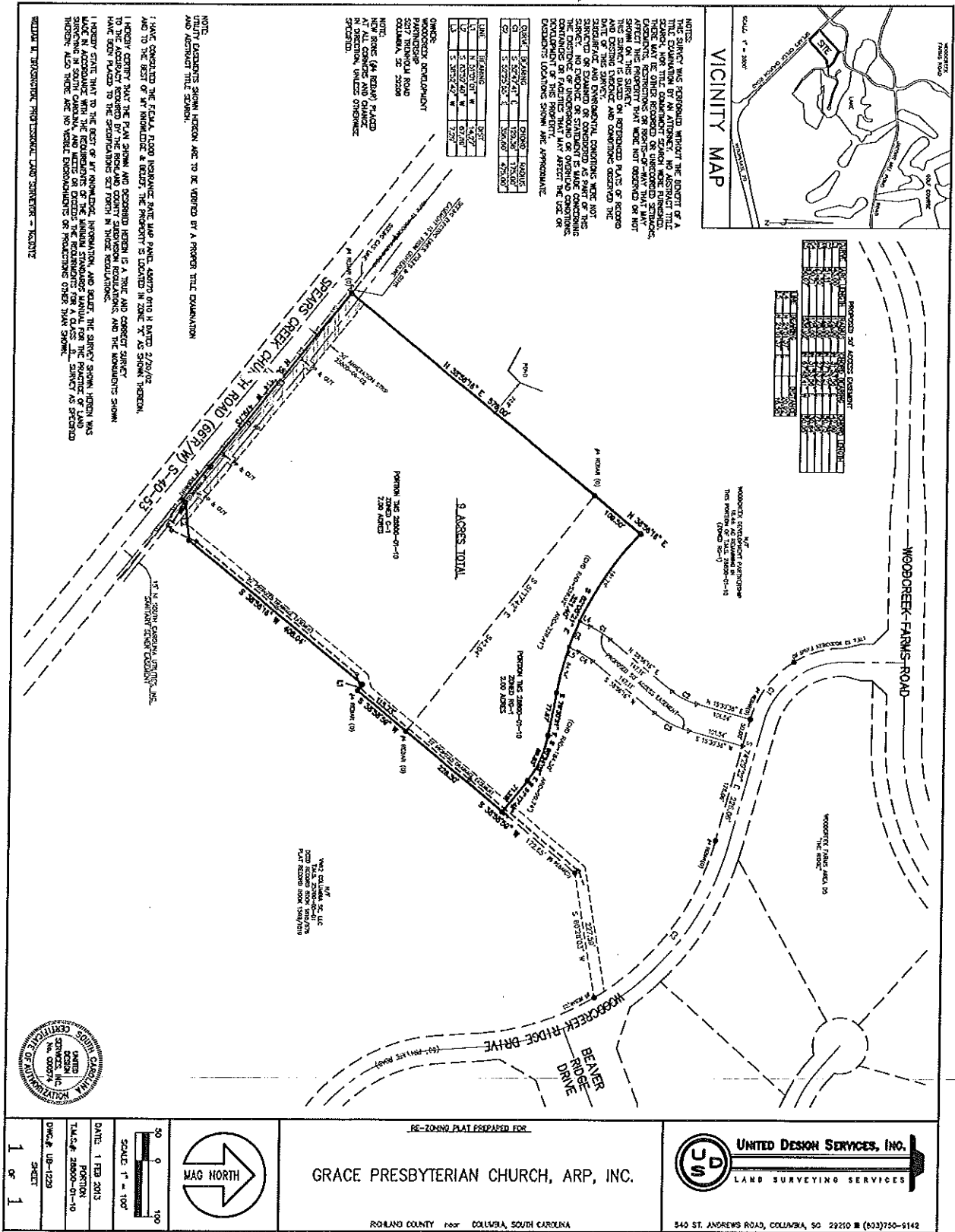




Exhibit "A"



1/28/20
9/20/20

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 9.0 acres, more or less, being shown and delineated on a plat prepared for Grace Presbyterian Church, ARP, Inc. by United Design Services, Inc., dated February 1, 2013, recorded in the Office of the Register of Deeds for Richland County in Book 1887, Page 3844, and having such boundaries and measurements as are shown on said plat.

Richland County TMS: 25716-02-02

Property Address: E/S Spears Creek Church Road

GRACE PRESBYTERIAN CHURCH (A.R.P.), INC.

BY: Mark Sloan
 Mark Sloan

Date: 2/24/16

Its: Clerk of the Session



CITY COUNCIL ZONING MAP AMENDMENT CASE SUMMARY

W/S NATIONAL GUARD ROAD AND E/S CONGAREE RIVER AND SOUTH OF SOUTH STADIUM ROAD/SOUTHEAST OF VINE STREET ZONE PROPERTY D-1 (DEVELOPMENT DISTRICT) AND M-1 (LIGHT INDUSTRIAL DISTRICT), -FW (FLOODWAY AREA), AND -FP (FLOODPLAIN AREA) WHERE APPLICABLE FOR EACH PARCEL

Zoning Public Hearing – May 17, 2016 at 7:00 PM
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Subject Property:	W/S National Guard Road, TMS# 11100-01-15; E/S Congaree River, TMS# 11100-01-05 and 11100-01-06; and South of South Stadium Road/Southeast of Vine Street, TMS# 11201-02-10		
Applicant:	The University of South Carolina Development Foundation		
Council District:	3	Census Tract:	117.01
County Land Use Plan:	Rural Large Lot / Mixed Residential (High Density)	Proposed City Land Use Plan:	SD-1 (Sports/Amusement District) TMS#11100-01-05, D-1, -FW, -FP TMS#11100-01-06, D-1, -FW, -FP TMS#11100-01-15, M-1, -FP TMS#11201-02-10, D-1, -FP
County Zoning:	RU, M-1, and HI	Proposed Zoning:	
Current Land Use:	Undeveloped	Proposed Use:	Institutional/Recreational
Reason for Annexation:	Primary / City Services		

CASE HISTORY

Staff Recommendation:	Assign SD-1 Land Use Classification and D-1, -FW, -FP / M-1, -FP Zoning	APPROVE
PC Recommendation: 03/07/2016	Assign SD-1 Land Use Classification and D-1, -FW, -FP / M-1, -FP Zoning	DEFERRED
PC Recommendation: 04/04/2016	Assign SD-1 Land Use Classification and D-1, -FW, -FP / M-1, -FP Zoning	APPROVE (6-0)
Public Hearing: 04/19/2016	Annex, Assign Interim SD-1 Land Use Classification and Interim D-1, -FW, -FP / M-1, -FP / M-2, -FP Zoning	PENDING
Zoning Public Hearing: 05/17/2016	Assign D-1, -FW, -FP / M-1, -FP Zoning	PENDING

APPLICATION REQUEST

The applicant is requesting rezoning into the City as D-1 and M-1. The properties were annexed into the city on April 19, 2016 upon second reading of the annexation ordinance. The annexation was processed with and interim zoning as follows:

- TMS#11100-01-06 - D-1, -FW, -FP
- TMS#11100-01-05 - D-1, -FW, -FP
- TMS#11100-01-15 - M-1, -FP
- TMS#11201-02-10 - M-2, -FP

The applicant has requested that the final zoning be as follows:

- TMS#11100-01-06 - D-1, -FW, -FP
- TMS#11100-01-05 - D-1, -FW, -FP
- TMS#11100-01-15 - M-1, -FP
- TMS#11201-02-10 – D-1, -FP

Typically with a fast track annexation a zoning confirmation would occur as annexations that are processed in this manner will have an interim zoning that closely matches the current County zoning. As the applicant has requested that 11201-02-10 not be zoned M-2 the parcels are being processed as a map amendment.

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

The subject parcels are approximately 311 acres and located between E/S of Congaree River, W/S of National Guard Road, and South of South Stadium Road / Southeast of Vine Street. The entirety of each parcel is under the consideration for the annexation. Portions of the property are in the flood protective areas, thus and –FW and –FP Zoning is being recommended where applicable.

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcels are in “Primary Areas” as identified in the Urban Service Area Map Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas it 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 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

Staff recommends subject parcels be designated “Sports/Amusement District” (SD-1) in The Columbia Plan 2018 Future Land Use Map.

The SD-1 designation is appropriate for areas dedicated to large format gathering places such as stadiums, ball parks, fair grounds, exposition centers, coliseums, race tracks, and amusement parks.

Primary Types

- Small to Large Entertainment

Secondary Types

- Small to Large Format Hospitality and Office/Services Small to Extra Large Format Retail/Service
- Parking Structures and Lots

Tertiary Types

- Multi-family Medium to High-Rise

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

The subject parcel is not covered by an area plan which has been adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject parcels and surrounding parcels are currently zoned R-U, M-1, and HI in Richland County. The surrounding parcels within the City of Columbia are zoned M-1 and C-3. The interim zoning for the property after annexation in April is D-1, M-1 and M-2 with portions of the property having –FW and –FP zoning.

The parcels identified as TMS#s 11100-01-06, 11100-01-05, and 11201-02-10 are proposed to be zoned D-1 (Development District) within the City of Columbia. The D-1 District is intended to provide for large tracts of land located primarily on the fringe of urban growth where the predominant character of urban development has not yet been fully established, but where the current characteristics of use are predominantly residential, agricultural or similar development, with scattered related uses. Certain structures and uses required to serve governmental, educational, religious, recreational and other needs of such areas are permitted as special exceptions subject to restrictions and requirements intended to ensure compatibility of uses within the district and adjacent thereto. It is further recognized that future demand for developable land will generate requests for amendments to remove land from the D-1 classification and place it into other more intensely developed classifications as natural consequences of urban expansion.

The parcel identified as TMS# 11100-01-15 is proposed be zoned M-1 (Light Industrial) within the City of Columbia. 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.

Portions of each parcel are proposed to be zoned –FW (Floodway Area) and/or –FP(Floodplain Area), Flood Protective Areas within the City of Columbia as applicable. Certain areas within the city are subject to periodic inundation by floodwater, which results or may reasonably be foreseen to result in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare. These hazards are caused or extended in part by the occupancy of flood hazard areas by uses which increase flood damage upon other lands or uses which are vulnerable to floods because they are inadequately elevated or not otherwise protected from flood damages. It is, therefore, the intent of this article to lessen such hazards or losses by restricting or prohibiting uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities; by requiring that uses vulnerable to floods be protected against flood hazards at the time of initial construction; and by controlling filling, grading, mineral extraction, placing of obstructions within flood channels and other activities, uses or characteristics of use which may increase flood damage.

STAFF RECOMMENDATION

Zone the properties as follows:

- TMS#11100-01-06 - D-1, -FW, -FP
- TMS#11100-01-05 - D-1, -FW, -FP
- TMS#11100-01-15 - M-1, -FP
- TMS#11201-02-10 – D-1, -FP



GRANBY LN

ROSEWOOD DR

S STADIUM RD

NATIONAL GUARD RD

EDEN ST

BLUFF INDUSTRIAL BLVD

SILO CT

OLD DAIRY

Zoning Map

Department of Planning & Development Services

W/S National Guard Rd, TMS# 11100-01-15; E/S Congaree River, TMS# 11100-01-05 and 11100-01-06;
South of Stadium Rd/Southeast of Vine St, TMS #11201-02-10
ZONING: Existing RU, M-1, and HI; Proposed M-1,-FP; D-1,-FW,-FP; -D1,-FW,-FP; and D-1,-FP

15.a

Legend

CITY LIMITS
 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	Ft Jackson Overlay

N

0 200 400 800 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Ahmed Abdullah
March 24, 2016

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We Are Columbia



Packet Pg. 175

ORDINANCE NO.: 2016-034

*Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include
W/S National Guard Road, Richland County TMS #11100-01-15; E/S Congaree River,
Richland County TMS #11100-01-05 and 11100-01-06; and S/S South Stadium Road and SE/S Vine Street,
Richland County TMS #11201-02-10 annexed by Ordinance No.: 2016-020 enacted April 19, 2016*

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 Together", along with all the maps and policies contained therein; and,

WHEREAS, W/S National Guard Road, Richland County TMS #11100-01-15; E/S Congaree River, Richland County TMS #11100-01-05 and 11100-01-06; and S/S South Stadium Road and SE/S Vine Street, Richland County TMS #11201-02-10 filed for petition on February 22, 2016, and were not included within Plan Columbia Land Use Plan Putting the Pieces in Place adopted by City Council on February 17, 2015, and shall be assigned the designated future land use classifications of Sports/Amusement District (SD-1), 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 _____, 2016, that W/S National Guard Road, Richland County TMS #11100-01-15; E/S Congaree River, Richland County TMS #11100-01-05 and 11100-01-06; and S/S South Stadium Road and SE/S Vine Street, Richland County TMS #11201-02-10 annexed into the City of Columbia by Ordinance No.: 2016-020 enacted on April 19, 2016, shall be incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. This property shall be apportioned to City Council District 3, Census Tract 117.01, contains 317.047 acres, and shall be assigned a land use classification of Sports/Amusement District (SD-1)

Requested by:

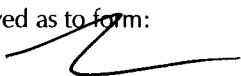
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



ATTEST:

City Attorney

City Clerk

Introduced:

Final Reading:



CITY COUNCIL ZONING MAP AMENDMENT CASE SUMMARY

REZONE TWO PARCELS FROM C-1 (OFFICE AND INSTITUTIONAL) TO C-2 (NEIGHBORHOOD COMMERCIAL)

N/S DEVINE STREET AND 2801 DEVINE STREET (TMS#11316-13-12) AND (TMS#11316-04-21)

Zoning Public Hearing – May 17, 2016 at 7:00 PM
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Subject Property:	N/S Devine Street, 2801 Devine Street; TMS#11316-13-12, 11316-04-21		
Council District:	3		
Proposal:	Rezone N/S Devine Street (TMS#11316-13-12) and 2801 Devine Street (TMS#11316-04-21) from C-1 to C-2		
Applicant:	Jimmy Williams; Devine Station, LLC		
Current Land Use Plan:	N/S Devine Street: Community Activity Corridor (AC-2) 2801 Devine Street: Community Activity Corridor (AC-2)		
Proposed Land Use Plan	N/S Devine Street: Community Activity Corridor (AC-2) 2801 Devine Street: Community Activity Corridor (AC-2)		
Current Zoning:	N/S Devine Street: C-1 2801 Devine Street: C-1	Proposed Zoning:	N/S Devine Street: C-2 2801 Devine Street: C-2
Present Use:	Office, Parking Lots	Proposed Use:	Various Uses

CASE HISTORY

Staff Recommendation:	C-1 to C-2 (Devine Street Parcels)	APPROVAL
	RG-1 to C-2 (Maple Street Parcel)	DENIAL
PC Recommendation: 04/04/2016	C-1 to C-2 (Devine Street Parcels)	APPROVAL (4-2)
	RG-1 to C-2 (Maple Street Parcel)	DENIAL (4-2)
Applicant Request: 05/10/2016	Request to separate 720 Maple Street request from Devine Street parcels and defer the public hearing on 720 Maple until the July ZPH	
Zoning Public Hearing: 05/17/2016	C-1 to C-2 (Devine Street)	PENDING
Zoning Public Hearing: 07/19/2016	RG-1 to C-2 (Maple Street)	PENDING

APPLICATION REQUEST

The original proposal by the applicant was to rezone N/S Devine Street (TMS#11316-13-12) and 2801 Devine Street (TMS#11316-04-21) from C-1 to C-2; and 720 Maple Street (TMS#11316-04-22) from RG-1 to C-2. On May 10, 2016 the applicant requested to defer the request to rezone 720 Maple Street until the July 2016 Zoning Public Hearing to allow them to have additional time to work with the neighborhood.

The applicant has stated it is their desire is to incorporate a blend of retail on the 1st floor with office(s) on the 2nd & 3rd floors to accommodate a mixed-use development along Devine Street.

Staff recommendation to the Planning Commission and Council is to approve the request to rezone N/S Devine Street (TMS#11316-04-21) and 2801 Devine Street (TMS#11316-04-21), whereas staff has recommended the denial of the request to rezone the parcel located at 720 Maple Street (TMS#11316-04-22) from RG-1 to C-2 as the land use plan classifies this lot as Urban Core Residential Small Lot, which calls for the this area to have Single Family Detached, Single Family Attached, Two family, Three Family, Multi-Family Small, Small Format Business, and Cemeteries and Mausoleums. In addition the subject parcel is covered by the *Old Shandon - Valley Park Neighborhood Conservation Plan* (1980). The Plan notes that residents in the Maple Street Area (identified as Area 2) wished to prevent further commercial intrusion. The Plan recommended that the frontage parcels on Devine Street be rezoned from C-3 to C-1, and that the 720 Maple Street parcel be rezoned from C-3 to RG-2 (Plan Exhibit 13).

At this time Council is asked to hold a Zoning Public Hearing for the request to rezone only N/S Devine Street (TMS#11316-13-12) and 2801 Devine Street (TMS#11316-04-21) from C-1 to C-2.

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

The parcel located on the N/S Devine Street consists of approximately 0.56 acres which is used as a parking lot. The parcel located at 2801 Devine Street consists of consist 0.63 acres which being occupied by exiting building and parking lot.

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The parcels identified as N/S Devine Street (TMS#11316-13-12) and 2801 Devine Street (TMS#11316-04-21) are 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 areas.

Primary Types:

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

Secondary Types:

- Multi-family Small or Medium

Tertiary Types:

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

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

The subject parcels are covered by the *Old Shandon - Valley Park Neighborhood Conservation Plan* (1980). The plan notes that residents in the Maple Street Area (identified as Area 2) wished to prevent further commercial intrusion. The Plan recommended that the frontage parcels be rezoned from C-3 to C-1 (Plan Exhibit 13).

PROPOSED ZONING DISTRICT SUMMARY

The parcels are currently zoned as: C-1 (N/S Devine Street), C-1 (2801 Devine Street).

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.

The proposed zoning district is C-2 for both parcels.

The C-2 district is intended to accommodate commercial and service uses oriented primarily to serving the needs of persons who live or work in nearby areas. Certain related structures and uses required to serve the needs of such areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

STAFF RECOMMENDATION

Staff recommends approval of the request to rezone the parcels located at N/S Devine Street (TMS#11316-13-12) and 2801 Devine Street (TMS#11316-04-21) from C-1 to C-2. The C-2 District is assigned to a number of parcels within the Devine Street Community Activity Corridor as designated by the Comprehensive Plan, and the uses allowed in C-2 are similar to those indicated as appropriate for AC-2 designated areas.



Future Land Use Map

N/S Devine Street & 2801 Devine Street, TMS#: 11316-13-12 & 11316-13-13
FLU: AC-2

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
-  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



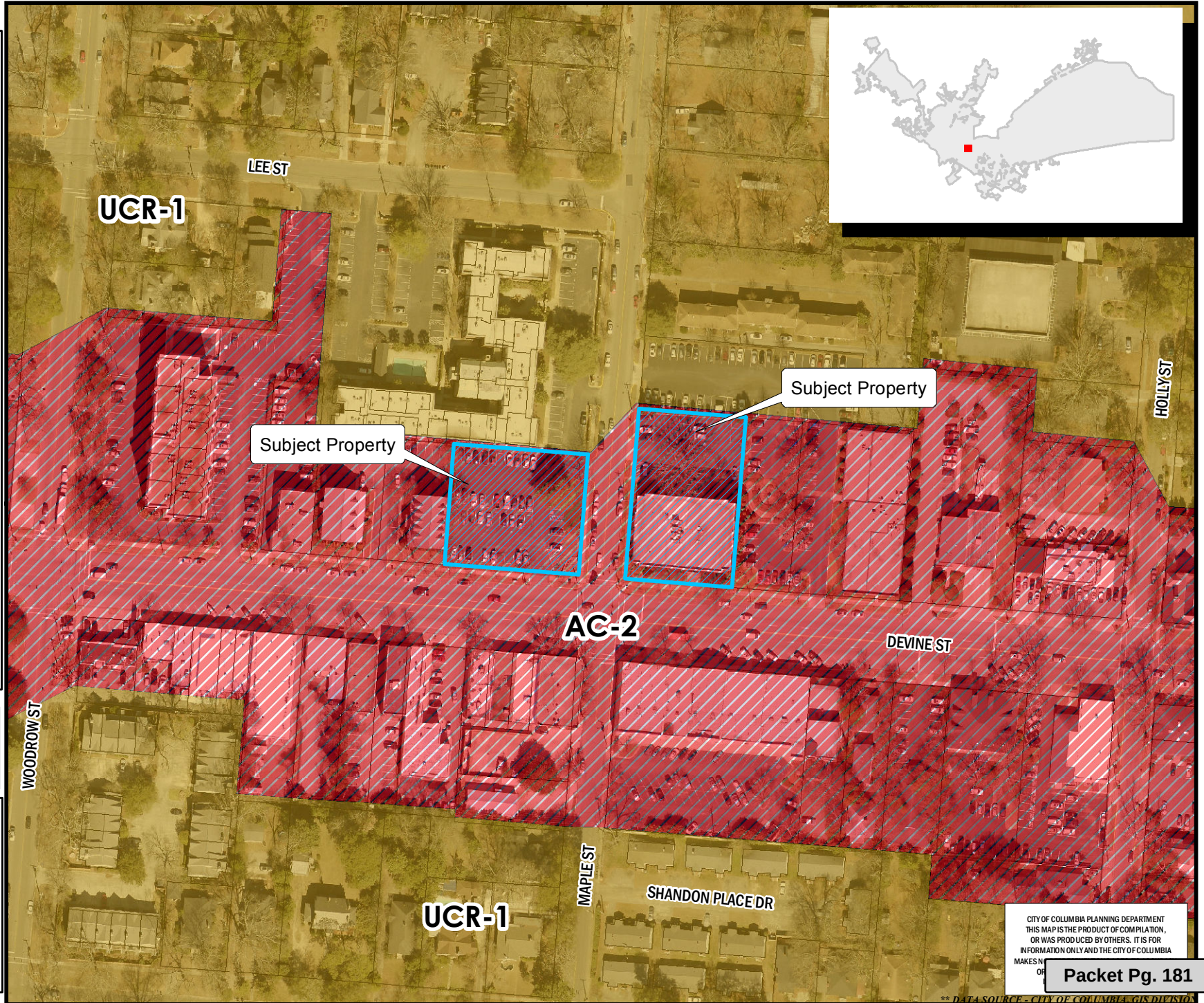
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Leigh DeForth
May 11, 2016



We Are Columbia



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OR

Packet Pg. 181

Zoning Map

Department of Planning & Development Services

N/S Devine Street & 2801 Devine Street, TMS#: 11316-13-12 & 11316-13-13
Existing Zoning: C-1; Proposed Zoning: C-2

16.a

Legend

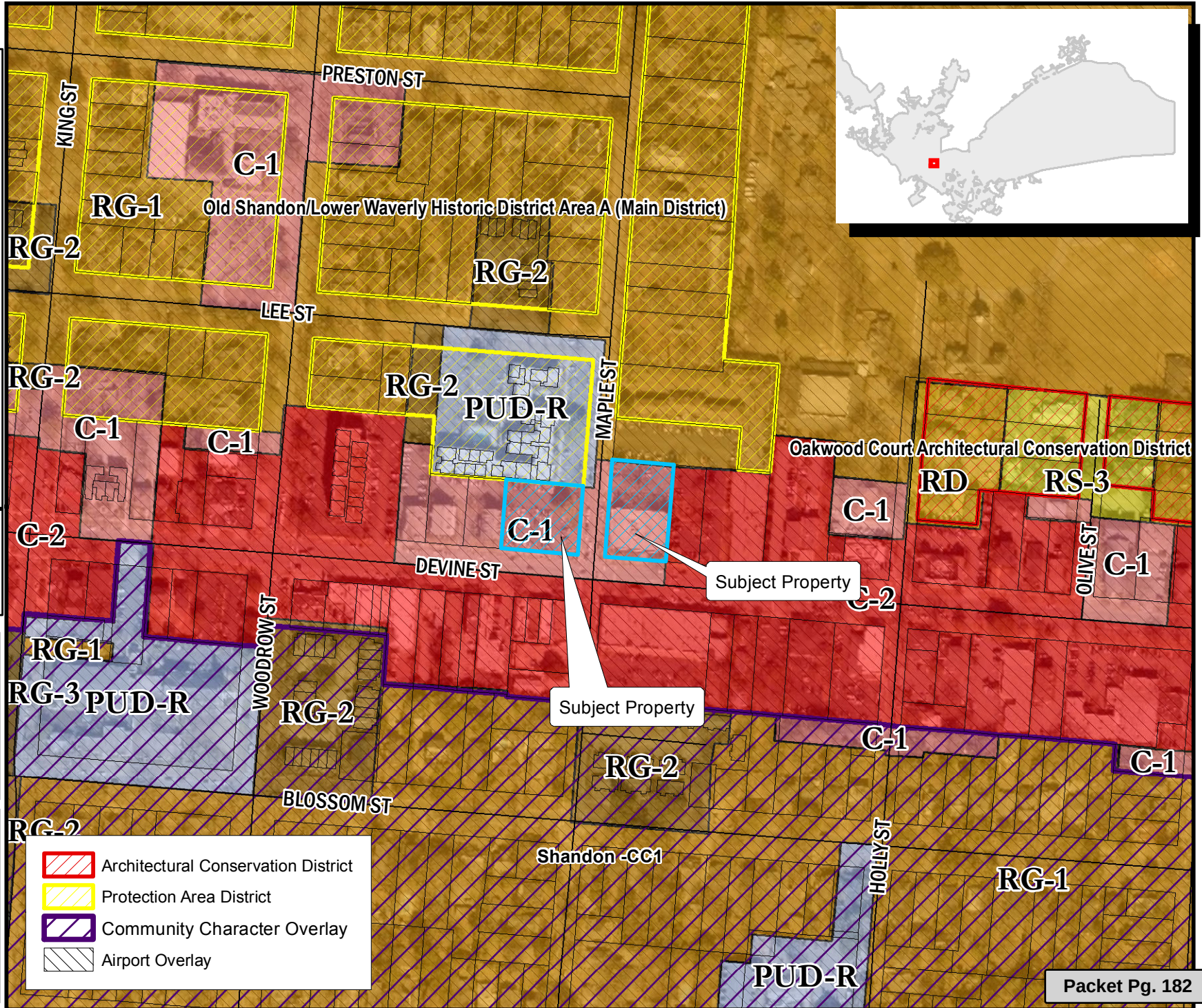
CITY LIMITS
 PARCELS

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:
Leigh DeForth
May 11, 2016

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**CITY COUNCIL
ZONING MAP AND TEXT AMENDMENT CASE SUMMARY**

**REZONE FROM C-5, -DD
(CENTRAL BUSINESS DISTRICT, -DESIGN/DEVELOPMENT OVERLAY
DISTRICT)**

**TO C-5, -DD, -DP
(CENTRAL BUSINESS DISTRICT, -DESIGN/DEVELOPMENT OVERLAY
DISTRICT, -DESIGN PRESERVATION)**

1634 MAIN STREET

Zoning Public Hearing – May 17, 2016 at 7:00 PM

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

Subject Property:	1634 Main Street, TMS#09014-04-19		
Council District:	2		
Proposal:	Rezone parcel from C-5, -DD to C-5, -DD, -DP and Amend Chapter 17 – Article V, Division 3 - §17-691(d) to designate structure as a Group III Landmark		
Applicant:	Krista Hampton, Director of Planning and Development Services		
Present Use:	Office	Proposed Use:	Office
Current Land Use:	SD-3 Central Business District	Proposed Land Use:	SD-3 Central Business District
Current Zoning	C-5, -DD	Proposed Zoning:	C-5, -DD, -DP
Staff Recommendation:	Approve		

CASE HISTORY

Staff:	02/11/16 and 03/07/16	C-5, -DD to C-5, -DD, -DP	APPROVE
D/DRC:	02/11/16	Landmark status	APPROVED (8-0)
PC Recommendation:	03/07/16	C-5, -DD to C-5, -DD, -DP	APPROVED (7-0)
Zoning Public Hearing:	05/17/16	C-5, -DD to C-5, -DD, -DP	PENDING

APPLICATION REQUEST

The proposal is to rezone the C-5, -DD parcel to C-5, -DD, -DP.

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

The parcel is mid-block on the east side of the 1600 block of Main Street. The parcel currently has one structure dating from 1870. The parcel consists of 0.5 acres.

HISTORICAL SIGNIFICANCE

This is a c.1870s building with a series of façade changes over the years. Currently a 1980s stucco façade covers a 1937 brick façade that was done as an expansion for the J.C. Penney store. Recent exploratory demolition has revealed that the 1937 façade in the upper floor is likely intact and that the stucco applied over it can be removed without damaging the 1930s cream-colored brick, which has also been painted in some locations. The first story storefront has been removed, but there is potential that the tiled pilasters at both front corners are intact underneath the existing stucco.

This exploratory demolition, combined with historic research on the 1930s appearance of the building, has led the owners to apply for landmark designation, with the intent to return the façade to that era. As a landmark building, any exterior changes for the building that are visible to the public right of way would be reviewed for compliance with the City Ordinance for landmark buildings.

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Subject parcel is designated “Central Business District (SD-3)” in *The Columbia Plan 2018* 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
- Parking Structures
- Civic/Institutional
- Small to Large Flex

Tertiary Types:

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

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

The subject parcel is part of the City Center Master Plan adopted by Council, and implementation of the Plan occurred through the adoption of the Downtown Design/Development Overlay District, which applies to the parcel. The property is part of the Main Street/Central Business District identified in the Plan, which notes that the traditional architecture of the area has remained largely intact. The inclusion of this property within the –DP as a landmark would help to ensure the architectural fabric of this area is preserved.

The Columbia Commercial Historic District.

“This property and surrounding properties became part of the Columbia Commercial Historic District in October of 2014. The Columbia Commercial Historic District was eligible for listing in the National Register of Historic Places at the local level of significance under Criterion A for commerce and under Criterion C for architecture. The assemblage of buildings north of the State House within the 1500, 1600, and 1700 blocks of Main Street and its cross-streets reflect the significance of the Main Street corridor as a commercial center and represent the densest concentration of buildings with

integrity from Main Street's height as one of Columbia's central business districts. This collection of buildings illustrates broad patterns in Columbia's social history, including the transformation from locally-owned specialty stores and dry goods stores to national chains, five and dime stores, and department stores. These shops were a social and economic center for Columbia from the end of the Civil War until the Civil Rights Movement.” **(National Register of Historic Places Registration Form)**

“This two-story building was constructed between 1872 and 1884 as a grocery and dry goods store, but was remodeled to its current facade in 1988. It features a stucco facade and four bays with arched windows in the second story. By 1904 it became a clothing store. J.C. Penney’s opened a store in the building by 1925 and modernized it in 1937. Maxwell’s furniture store acquired the building by 1959 and remodeled it again in the 1960s. This building does not contribute, as the existing facade post-dates the period of significance.” (National Register of Historic Places Registration Form)

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned C-5, -DD (Central Business District, -Design/Development Overlay District). The adjacent lots are C-5, -DD and C-4, -DD in the City of Columbia.

The C-5 district is intended to accommodate retail, office, service and distribution uses generally benefitting by location in the central area of the City, and generally complementary to uses and characteristics of use ordinarily found in the retail core or central business district. Certain related structures and uses required to serve the needs of such areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. A principal purpose of the C-4 district is to provide for uses complementary to those found in the C-5 central business district zone, but simultaneously to create a character less congested than that of the C-5 district by requiring yards and off-street parking. It is, therefore, the intent of this article that C-4 central area commercial districts be established only contiguous to or in the immediate vicinity of the C-5 central business district zone.

The -DD area is intended to protect the area identified as "City Center" which is undergoing redevelopment and revitalization from incompatible land uses and influences which do not complement or promote the high-intensity mixed use character of the area. It is also the intent that new developments within the -DD area are coordinated to ensure that the land use, pedestrian environment, urban design, open space, signs, street scape and traffic circulation are sensitive to and implement the overall objectives and concept of the applicable redevelopment plan. Development within the -DD area must comply with design guidelines set forth in this Code and in the publication "City Center Design/Development Guidelines, Final Report, September 1, 1998," LDR International, Inc. Consultants.

The -DD area consists of approximately 1,400 acres in the area bounded as follows: on the North by Elmwood Avenue, east by Pickens Street, South by Blossom Street, and West by the Congaree River. Any lot of record which fronts or abuts Elmwood, Pickens or Blossom within the area described above shall be deemed to fall within the -DD area.

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) 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.

This is the site of one of our early chain retail stores and served as the J.C. Penney for several years. The retail chain survived the Crash in 1929 and went on to expand and update their business by the mid-1930s, becoming a staple establishment in downtowns across America. This is an interesting local example of the resilience of a national chain during a time of economic crisis, helmed by James Cash Penney, who believed in a cash-based system instead of relying on credit. The 1937 façade was created by the J.C. Penney company during an extensive renovation that included interior changes, which

included moving from an older mezzanine system to filling in much of the missing second floor for retail space.

(2) Somewhat unusual characteristics in architectural design.

The 1937 façade on this building is somewhat unusual in that it employs a variety of ornamental methods of bricklaying and a cream-colored brick. Using header courses in stacked bonds and soldier courses under the concrete bands in the double cornice above the second floor window openings, this restrained and somewhat flat façade is indicative of the era. Slowly emerging from the Great Depression, Columbia's Main Street saw a good deal of commercial upgrades to facades in the late 1930s, including this building, 1637 Main across the street, and the Tapp's Building next door. The streamline architectural motifs of the era and evidenced in these buildings resulted in relatively smooth exteriors with minimal ornamentation, executed in new materials or traditional stucco. The use of brick in a relatively flat façade that strives to ornament through creative patterns in the masonry is unusual for Main Street's central commercial district and sets this building apart from its neighbors.

(3) Belonging to a family or "genera" of buildings recognized locally.

Not applicable.

(4) A mediocre example of a style or type of building which is becoming, or in danger of becoming, extinct locally.

This is a mediocre example because of the alterations to the building since 1937. There are not many examples of this type in the area because the brick detailing on this building is not found on any nearby commercial buildings. If this building were not to become a landmark it has the potential for demolition because this area of Main Street has exploded in terms of economic investment in just the last few years, in part due to the renovations of several historic landmark buildings within the block. The land value may surpass the building value at some point if this were not a landmark.

(5) Evidencing one or more of the criteria for Group II, but too decrepit or too destructively modified to constitute a prime historic document.

Not applicable.

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 RECOMMENDATION

Recommend to City Council to modify the zoning map and the zoning code to designate 1634 Main Street as a Group III Landmark designation as outlined in Section 17-691(d) of the City of Columbia Code.



Future Land Use Map

1634 Main Street
TMS# 09014-04-19 **FLU: SD-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
-  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



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Feet

ORIGINAL PREPARATION/DATE:

This map was prepared by:

Ahmed Abdullah
February 18, 2016



We Are Columbia



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** DATA SOURCE - CITY

Packet Pg. 188

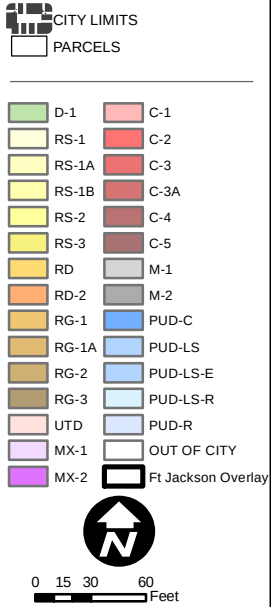
Zoning Map

1634 Main Street
TMS# 09014-04-19 ZONED: C-5, -DD

17.a

Department of Planning &
Development Services

Legend



ORIGINAL PREPARATION/DATE:
This map was prepared by:

Ahmed Abdullah
February 18, 2016

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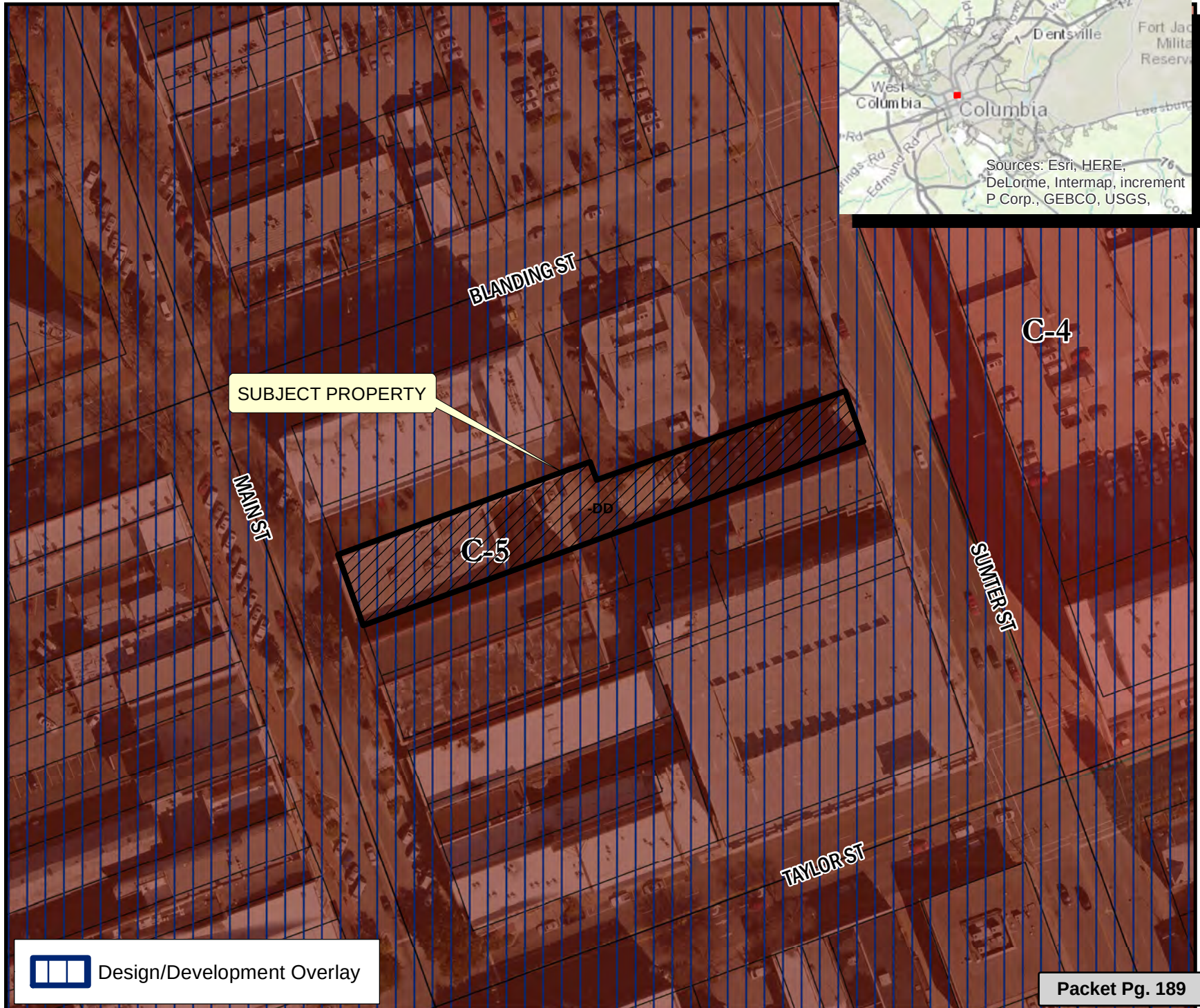
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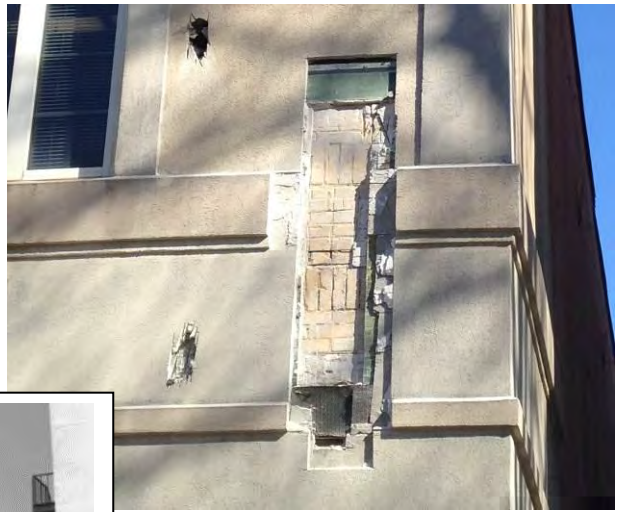


Design/Development Overlay

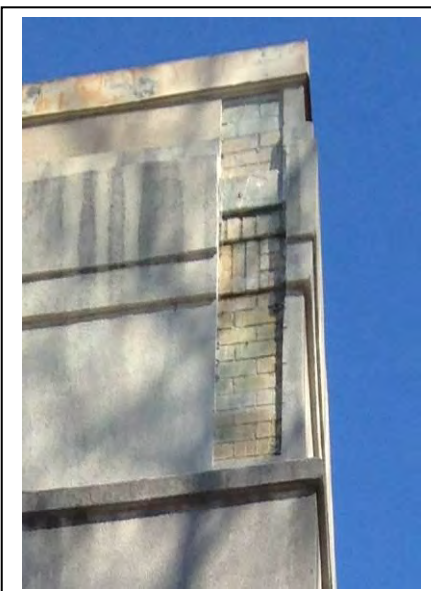




Current images by staff showing exploratory demolition and evidence of intact 1937 facade



1978 image by Russell Maxey, Richland Library collection, likely shows 1937 storefront configuration



Undated photo at left is best image of the brick detailing present on the 1937 façade.

Above is a close up showing the area of selective demolition that reveals intact brick coursing near the top of the building.



Above: c. 1895 image from Kohn collection, reproduced by Russell Maxey

Right: Image from *The State* newspaper in 1937

Penney's Before Improvements Were Made



THE STATE: COLUMBIA, S. C., FRIDAY MORNING, MAY 21, 1937

Extensively Remodeled J. C. Penney Store





CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: May 17, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Ordinance.: 2016-022 - 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 1634 Main Street, TMS #09014-04-19

FINANCIAL IMPACT:

ATTACHMENTS:

- 2016-022 amend Sec 17-691 Buildings and sites (d) add 1635 Main (PDF)

ORDINANCE NO.: 2016-022

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 1634 Main Street, TMS #09014-04-19

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2016, 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 1634 Main Street, TMS #09014-04-19.

Requested by:

Assistant City Manager Gentry

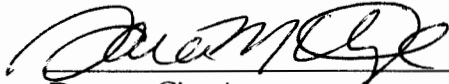
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



**CITY COUNCIL
ZONING MAP AND TEXT AMENDMENT CASE SUMMARY**

**REZONE FROM RG-3, -DD
(TOWNHOUSE AND HIGH RISE RESIDENTIAL DISTRICT),
-DESIGN/DEVELOPMENT OVERLAY DISTRICT)**

**TO RG-3, -DD, -DP
(TOWNHOUSE AND HIGH RISE RESIDENTIAL DISTRICT),
-DESIGN/DEVELOPMENT OVERLAY DISTRICT, -DESIGN PRESERVATION)**

1703 WAYNE STREET, (TMS#09010-11-14)

Zoning Public Hearing – May 17, 2016 at 7:00 PM
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Subject Property:	1703 Wayne Street, TMS# 09010-11-14		
Council District:	2		
Proposal:	Rezone parcel from RG-3, -DD to RG-3, -DD, -DP and Amend Chapter 17 – Article V, Division 3 - §17-691(d) to designate structure as a Group III Landmark		
Applicant:	Krista Hampton, Director of Planning and Development Services		
Present Use:	Residential	Proposed Use:	Residential
Current Land Use:	UCMR-2 Urban Core Mixed Residential Type 2	Proposed Land Use:	UCMR-2 Urban Core Mixed Residential Type 2
Current Zoning	RG-3, -DD	Proposed Zoning:	RG-3, -DD, -DP
Staff Recommendation:	Approve		

CASE HISTORY

Staff:	02/11/16 and 04/04/16	RG-3, -DD to RG-3, -DD, -DP	APPROVE
D/DRC:	03/10/16	Landmark status	APPROVED (8-0)
PC Recommendation:	04/04/16	RG-3, -DD to RG-3, -DD, -DP	APPROVE (7-0)
Zoning Public Hearing:	05/17/16	RG-3, -DD to RG-3, -DD, -DP	PENDING

APPLICATION REQUEST

The proposal is to rezone the RG-3, -DD parcel to RG-3, -DD, -DP.

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

The parcel is located on the Northwest corner of the intersection of Wayne and Blanding Streets, and is approximately 0.16 acres in size. The parcel currently has one structure dating from around 1870.

HISTORICAL SIGNIFICANCE

This is a ca. 1870 home located at 1703 Wayne Street in Arsenal Hill. This block of Wayne Street was home to several prominent members of the local black community over the years, including photographer Richard Samuel Roberts. The Harriet M. Cornwell Tourist Home on this block welcomed black visitors to the City at a time when hotels were not available to them.

The 1919 Sanborn Map for Columbia shows a square, one-story, wood-sided home with a full front porch and a rectangular addition at the back. Today, among other changes, the house been altered to include a wrap-around porch and has vinyl siding, presumably installed over existing wood. The house initially was owned by Thomas Mayhew, a well-known local merchant who owned the Columbia Marble Works. By 1922, Annie and William M. Manigault had taken possession of the home. At the time, Manigault's profession was listed as undertaker and embalmer, which was undoubtedly the beginning of the long-standing family business, The Manigault (later Manigault-Hurley) Funeral Home. Annie Mae Manigault attended the Renouard School of Embalming in New York City and consequently became one of the first licensed female embalmers in South Carolina. For almost 90 years, this deeply respected and prominent local family operated the funeral home, which finally closed in 2014.

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Subject parcel is designated "Urban Core Mixed Residential Type 2 (UCMR-2)" in *The Columbia Plan 2018* Future Land Use Map.

Urban Core Mixed Residential Type 2 neighborhoods are appropriate in the central City, inner ring areas and a couple blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods and a development form appropriate for medium to large scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential neighborhoods but scale is always important. Urban Core Mixed Residential Type 2 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use. Urban Core Mixed Residential Type 2 will usually transition from Urban Core Mixed Residential Type 1 to Urban Core Residential as development moves further from main arterials and activity centers.

Primary Types:

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

Secondary Types:

- Multi-family Small

Tertiary Types:

- Small Format Commercial
- Small Format Civic/Institutional
- Small Format Business/Employment (excl. Flex)

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

The subject parcel is part of the City Center Master Plan adopted by Council, and implementation of the Plan occurred through the adoption of the Downtown Design/Development Overlay District, which applies to the parcel. The property is part of the Arsenal Hill neighborhood identified in the Plan, which encourages the renovations of existing residential units for reinvestment in the existing housing stock in the community.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RG-3, -DD (Townhouse and High-Rise Residential District, -Design/Development Overlay District). The adjacent lots are RG-3, -DD, and a portion of the property across Blanding Street, is zoned PUD-R, -DD in the City of Columbia.

The RG-3 district is intended as a medium to high density residential area characterized by townhouses and high-rise structures. 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 district.

The -DD area is intended to protect the area identified as "City Center" which is undergoing redevelopment and revitalization from incompatible land uses and influences which do not complement or promote the high-intensity mixed use character of the area. It is also the intent that new developments within the -DD area are coordinated to ensure that the land use, pedestrian environment, urban design, open space, signs, street scape and traffic circulation are sensitive to and implement the overall objectives and concept of the applicable redevelopment plan. Development within the -DD area must comply with design guidelines set forth in this Code and in the publication "City Center Design/Development Guidelines, Final Report, September 1, 1998," LDR International, Inc. Consultants.

The -DD area consists of approximately 1,400 acres in the area bounded as follows: on the North by Elmwood Avenue, east by Pickens Street, South by Blossom Street, and West by the Congaree River. Any lot of record which fronts or abuts Elmwood, Pickens or Blossom within the area described above shall be deemed to fall within the -DD area.

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) 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.

This is a ca. 1870 home located at 1703 Wayne Street in Arsenal Hill. This block of Wayne Street was home to several prominent members of the local black community over the years, including photographer Richard Samuel Roberts. The Harriet M. Cornwell Tourist Home on this block welcomed black visitors to the City at a time when hotels were not available to them. This particular house was owned by the Manigault family, who were respected members of the Columbia community and owners of the Manigault-Hurley Funeral home, a long-running local business.

(2) Somewhat unusual characteristics in architectural design.

Not applicable.

(3) Belonging to a family or "genera" of buildings recognized locally.

Not applicable.

(4) A mediocre example of a style or type of building which is becoming, or in danger of becoming, extinct locally.

Not applicable.

(5) Evidencing one or more of the criteria for Group II, but too decrepit or too destructively modified to constitute a prime historic document.

Not applicable.

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 RECOMMENDATION

This property falls outside of a historic district, so its inclusion as a landmark within the –DD would help to ensure the architectural fabric of this area is preserved. Recommend to City Council to modify the zoning map and the zoning code to designate 1703 Wayne Street as a Group III Landmark designation as outlined in Section 17-691(d) of the City of Columbia Code.



Future Land Use Map

1703 Wayne Street, TMS# 05
FLU: UCMR-2

18.a

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  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:

Ahmed Abdullah
March 10, 2016



We Are Columbia



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Packet Pg. 200

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

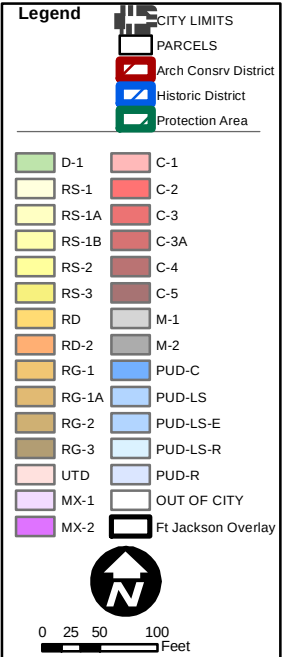
Zoning Map

Department of Planning & Development Services

1703 Wayne Street, TMS# 09010-11-14

18.a

ZONING: Existing: RG-3, -DD; Proposed: RG-3, -DD, -DP



ORIGINAL PREPARATION/DATE:
This map was prepared by:

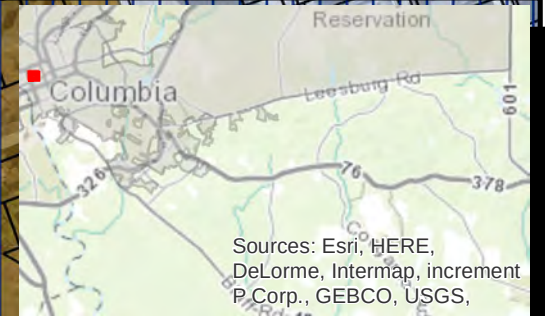
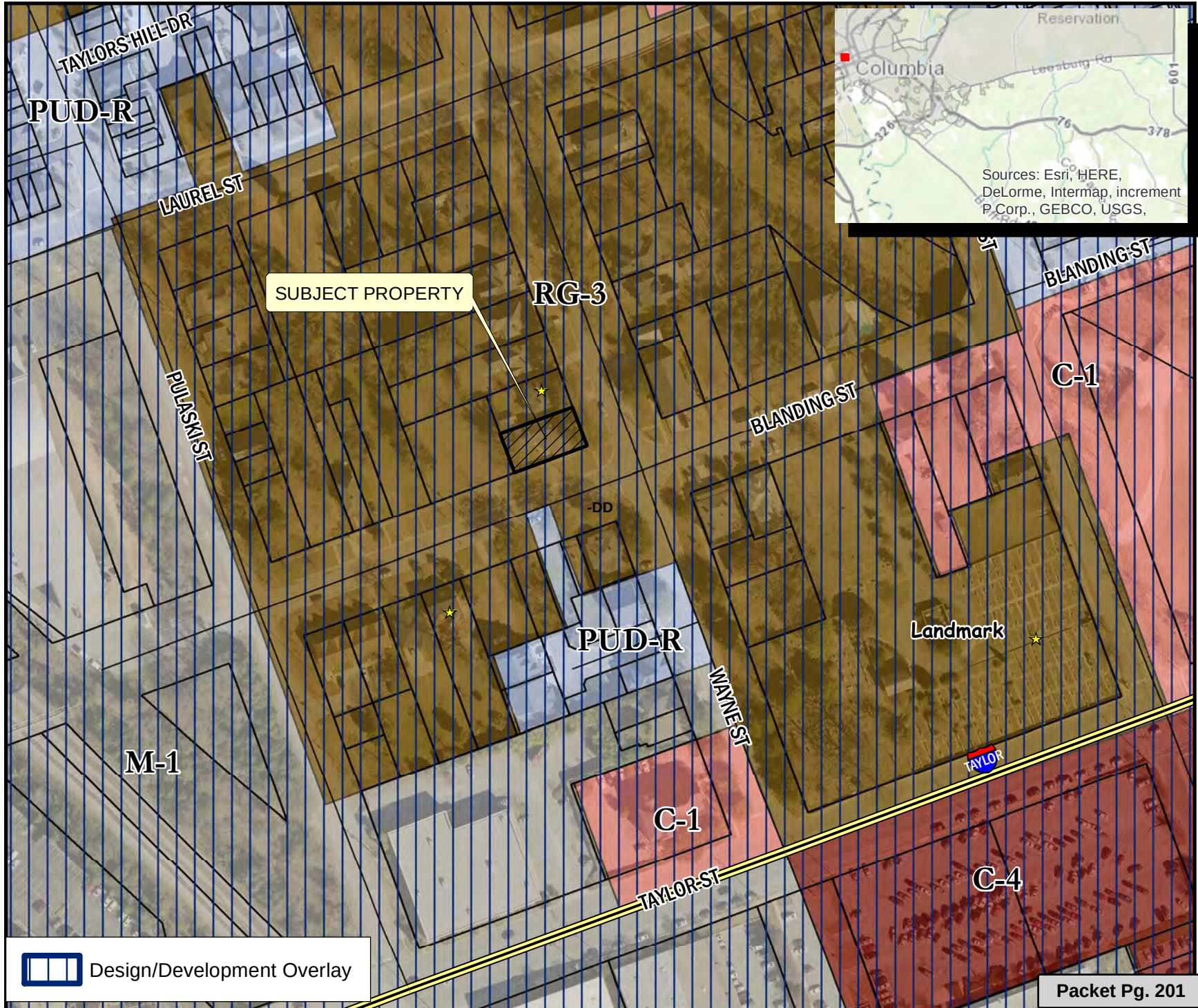
Ahmed Abdullah
March 10, 2016

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We Are Columbia



ORDINANCE NO.: 2016-037

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 1703 Wayne Street, TMS #09010-11-14

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2016, 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 1703 Wayne Street, TMS #09010-11-14.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



**CITY COUNCIL
ZONING MAP AND TEXT AMENDMENT CASE SUMMARY**

**REZONE FROM C-5, -DD
(CENTRAL BUSINESS DISTRICT,
-DESIGN/DEVELOPMENT OVERLAY DISTRICT)**

**TO C-5, -DD, -DP
(CENTRAL BUSINESS DISTRICT),
-DESIGN/DEVELOPMENT OVERLAY DISTRICT, -DESIGN PRESERVATION)**

1608 MAIN STREET, (TMS#09014-04-14)

Zoning Public Hearing – May 17, 2016 at 7:00 PM
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Subject Property:	1608 Main Street, TMS#09014-04-14		
Council District:	2		
Proposal:	Rezone parcel from C-5, -DD to C-5, -DD, -DP and Amend Chapter 17 – Article V, Division 3 - §17-691(d) to designate structure as a Group III Landmark		
Applicant:	Krista Hampton, Director of Planning and Development Services		
Present Use:	Office	Proposed Use:	Office
Current Land Use:	SD-3 (Central Business District)	Proposed Land Use:	SD-3 (Central Business District)
Current Zoning	C-5, -DD	Proposed Zoning:	C-5, -DD, -DP
Staff Recommendation:	Approve		

CASE HISTORY

Staff:	02/11/16 and		
	04/04/16	C-5, -DD to C-5, -DD, -DP	APPROVE
D/DRC:	04/14/ 16	Landmark status (-DP)	APPROVED (7-0)
PC Recommendation:	04/04/16	C-5, -DD to C-5, -DD, -DP	APPROVE (7-0)
Zoning Public Hearing:	05/17/16	C-5, -DD to C-5, -DD, -DP	PENDING

APPLICATION REQUEST

The proposal is to rezone the parcel from C-5, -DD parcel to C-5, -DD, -DP.

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

The parcel is located near the northwest corner of the intersection of Main and Taylor Streets. The parcel is approximately 0.10 acres and currently has one structure dating from around 1870.

HISTORICAL SIGNIFICANCE

This is a ca. 1870s commercial building that has had several façade changes over the years. It has recently had its late 1940s marble façade removed to reveal an earlier decorative brick and cast stone elevation on the upper floor. The first floor retains much of its c.1941 detailing.

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.”

The building at 1608 Main Street meets criteria (2) and (4) in that it has somewhat unusual characteristics in architectural design as it executes Art Deco motifs in a speckled brick facade with cast stone inserts and a marble and chrome first story, and it is a mediocre example of a nineteenth-century commercial building that is in danger of becoming extinct locally. Art Deco typically explored smooth materials to maintain a streamlined appearance; the use of a traditional brick in this design is somewhat unusual, as is the color of the brick itself, which is cream tone that keeps in the palette of the popular terra cotta at the time. As the increased development on Main Street escalates, there is a danger that the smaller buildings of our historic commercial corridor being demolished for new development. While this building is not a perfect example of its type, its altered facades are part of the ongoing story of Main Street to keep up with architectural trends and modernize for new customers, and this is evidence that the trend has been going on for well over a century.

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Subject parcel is designated Central Business District (SD-3) in *The Columbia Plan 2018* Future Land Use Map.

Columbia’s Central Business District 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
- Parking Structures
- Civic/Institutional
- Small to Large Flex

Tertiary Types:

- Single-family Attached
- Cemeteries and Mausoleums

- Parking Lots

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

The subject parcel is part of the City Center Master Plan adopted by Council, and implementation of the Plan occurred through the adoption of the Downtown Design/Development Overlay District, which applies to the parcel. The property is part of the Main Street/Central Business District area identified in the Plan, which notes that the traditional architecture of the area has remained largely intact. The inclusion of this property within the – DP as a landmark would help to ensure the architectural fabric of this area is preserved.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned C-5, -DD (Central Business District, -Design/Development Overlay District). The adjacent lots are C-5, -DD, and number of parcels in the area, including the property to the Southern side of the subject parcel, are designated landmarks.

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.

The -DD area is intended to protect the area identified as "City Center" which is undergoing redevelopment and revitalization from incompatible land uses and influences which do not complement or promote the high-intensity mixed use character of the area. It is also the intent that new developments within the -DD area are coordinated to ensure that the land use, pedestrian environment, urban design, open space, signs, street scape and traffic circulation are sensitive to and implement the overall objectives and concept of the applicable redevelopment plan. Development within the -DD area must comply with design guidelines set forth in this Code and in the publication "City Center Design/Development Guidelines, Final Report, September 1, 1998," LDR International, Inc. Consultants. The -DD area consists of approximately 1,400 acres in the area bounded as follows: on the North by Elmwood Avenue, east by Pickens Street, South by Blossom Street, and West by the Congaree River. Any lot of record which fronts or abuts Elmwood, Pickens or Blossom within the area described above shall be deemed to fall within the -DD area.

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) 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.

Not applicable.

(2) Somewhat unusual characteristics in architectural design.

It has somewhat unusual characteristics in architectural design as it executes Art Deco motifs in a speckled brick facade with cast stone inserts and a marble and chrome first story. Art Deco typically explored smooth materials to maintain a streamlined appearance; the use of a traditional brick in this design is somewhat unusual, as is the color of the brick itself, which is cream tone that keeps in the palette of the popular terra cotta at the time.

(3) Belonging to a family or "genera" of buildings recognized locally.

Not applicable.

(4) A mediocre example of a style or type of building which is becoming, or in danger of becoming, extinct locally.

As the increased development on Main Street escalates, there is a danger that the smaller buildings of our historic commercial corridor being demolished for new development. While this building is not a perfect example of its type, its altered facades are part of the ongoing story of Main Street to keep up with architectural trends and modernize for new customers, and this is evidence that the trend has been going on for well over a century.

(5) Evidencing one or more of the criteria for Group II, but too decrepit or too destructively modified to constitute a prime historic document.

Not applicable.

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 RECOMMENDATION

This property falls outside of a city designated historic district, so its inclusion as a landmark within the –DD would help to ensure the architectural fabric of this area is preserved. Recommend to City Council to modify the zoning map and the zoning code to designate 1608 Main Street as a Group III Landmark designation as outlined in Section 17-691(d) of the City of Columbia Code.



Future Land Use Map

1608 Main Street, TMS# 09
FLU: SD-3

19.a

Department of Planning &
Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- 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



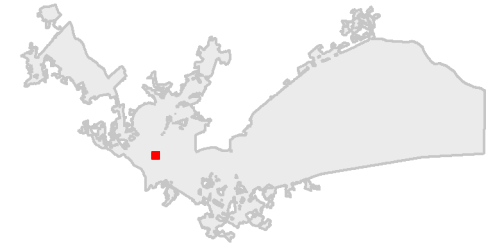
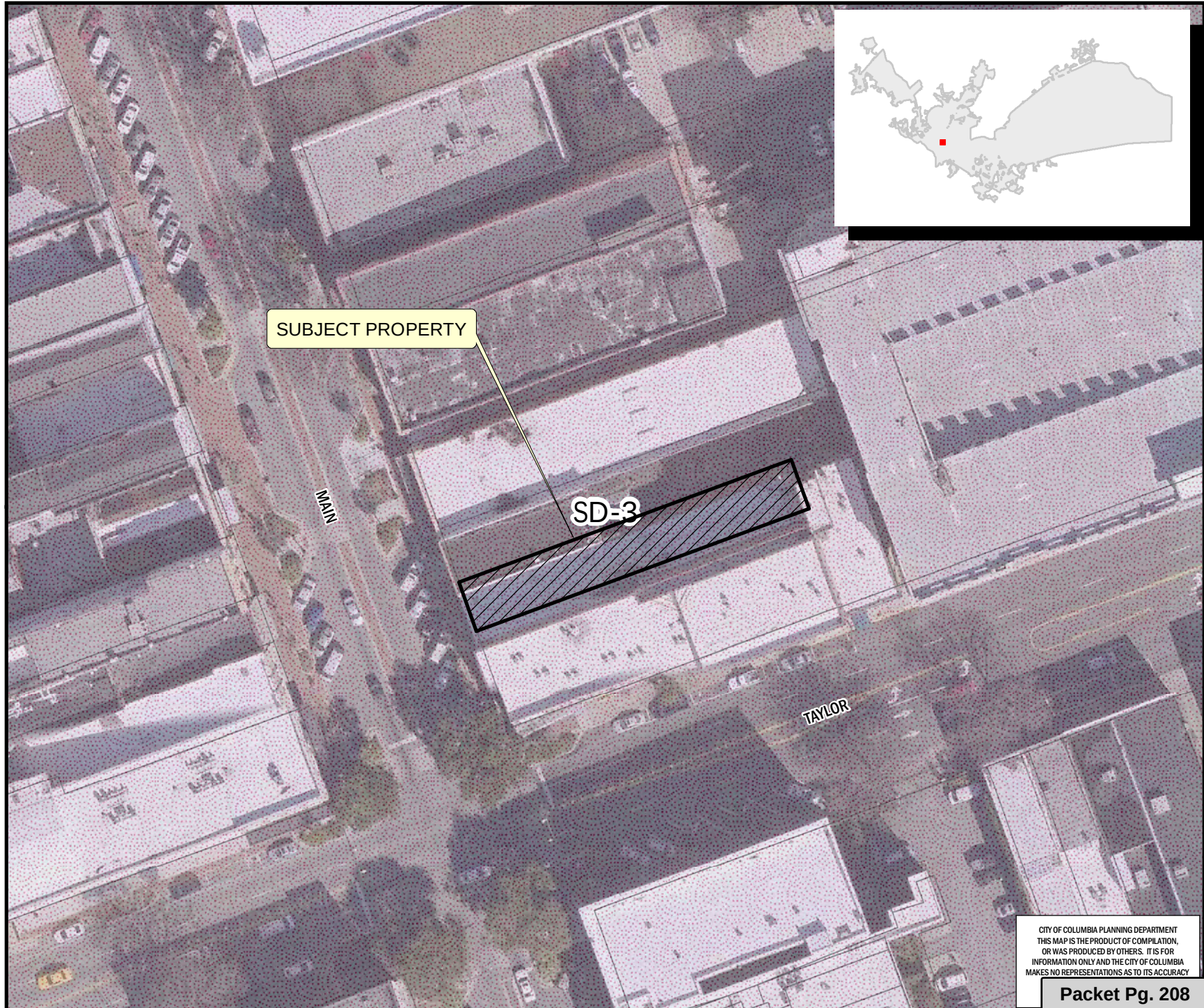
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Ahmed Abdullah
March 22, 2016



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1608 Main Street, TMS# 09014-04-14
ZONING: Existing C-5, -DD; Proposed C-5, -DD, -DP

Department of Planning & Development Services

Legend

CITY LIMITS
 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		Ft Jackson Overlay

ORIGINAL PREPARATION/DATE:
 This map was prepared by:
 Ahmed Abdullah
 March 22, 2016

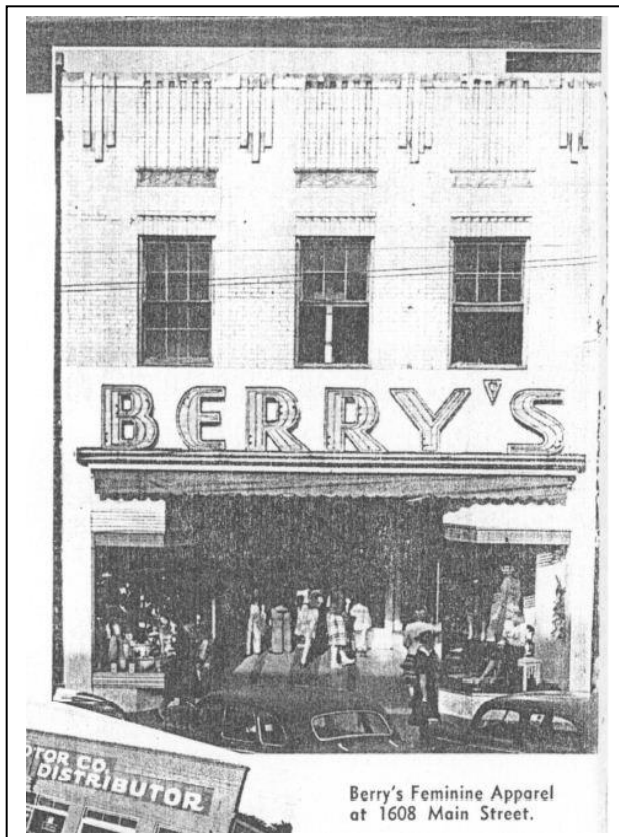
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Design/Development Overlay

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION





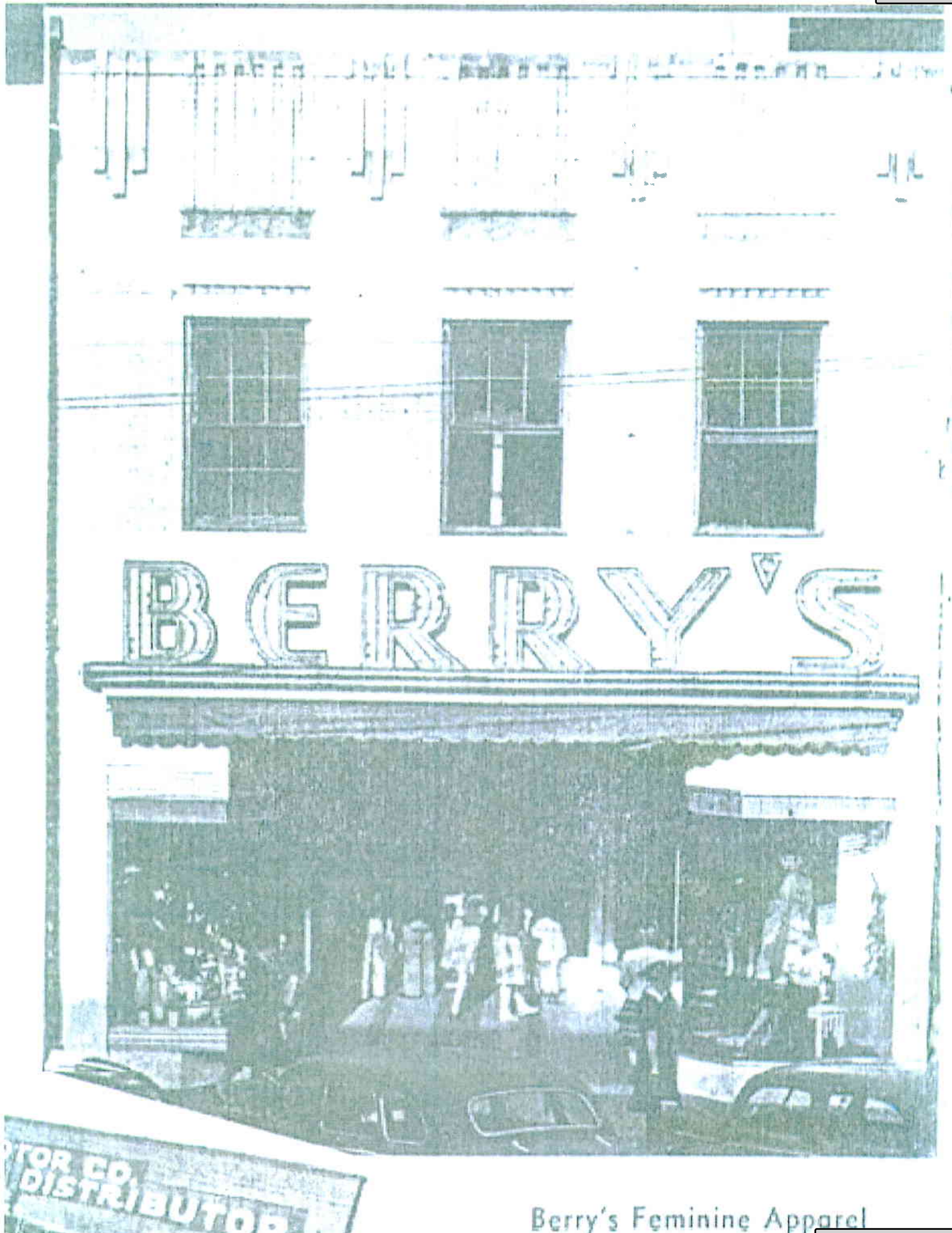
Top: Image from 2012
Above: c. 1910s postcard

Top Right: c. 1945 image

Middle Right: Current image after marble removed from upper story

Bottom Right: Current storefront



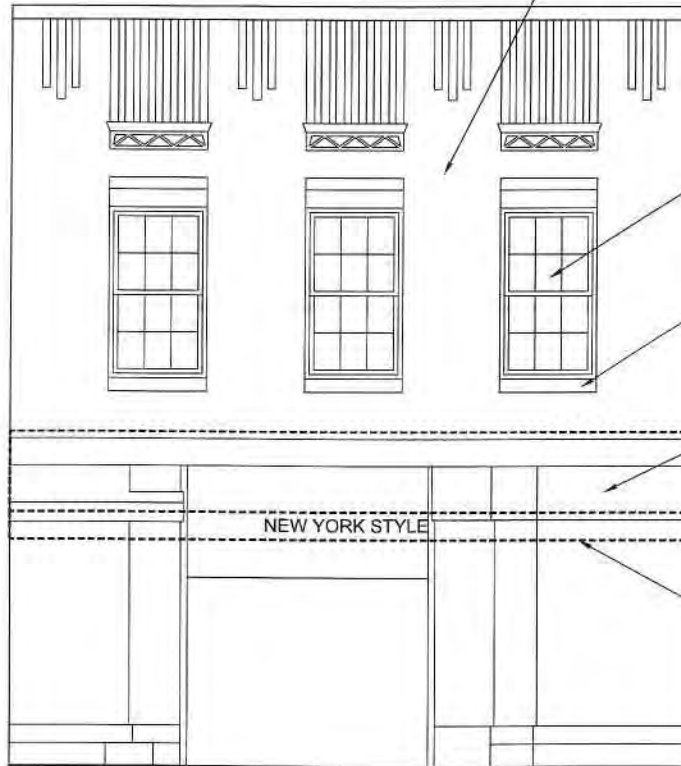


EXISTING STONE COPING

EXISTING BRICK EXTERIOR WALL

EXISTING METAL BAND
ORIGINALLY PART OF
AWNING ENCLOSURE

EXISTING MARBLE ALUMINUM
AND GLASS STOREFRONT



REPAIR AND RESTORE ALL DECORATIVE
BRICKWORK TO CORRESPOND TO
HISTORIC PHOTOGRAPH

DOUBLE HUNG WOOD
VINYL CLAD WINDOW-
TYPICAL ALL THREE
WINDOWS

NEW STONE SILL
FOR EACH WINDOW

REPLACE BROKEN MARBLE TILE THIS
AREA WITH SALVAGED MARBLE FROM
ABOVE

NEW YORK STYLE

BROKEN LINE SHOWS
EXTENT OF PROPOSED
AWNING - AWNING NOT
TO FOLD OR RETRACT

MAIN STREET FACADE RESTORATION

SCALE: 1/16" = 1'-0"

CAPITOL PLACES II, OWNER
821 AUTUMN CIRCLE
COLUMBIA, SC 29206

J. LESESNE MONTEITH,
ARCHITECT
1201 HAMPTON ST, SUITE 1A
COLUMBIA, SC 29201

PROPOSED ADDITION OF LOFT APARTMENTS TO
BERRY'S ON MAIN BUILDING
1600 MAIN STREET, COLUMBIA, SC

ISSUE DATE: MARCH 24, 2016

REVISIONS:

SHEET

A-3

OF 3

ORDINANCE NO.: 2016-038

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 1608 Main Street, TMS #09014-04-14

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2016, 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 1608 Main Street, TMS #09014-04-14.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2016-027

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 8, District Descriptions; Use and Dimensional Regulations, Sec. 17-283 Wireless Communication Facilities – Cell Tower

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2016, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 8, District Descriptions; Use and Dimensional Regulations, Sec. 17-283 Wireless Communication Facilities – Cell Tower is hereby repealed in its entirety and amended to read as follows:

Sec. 17-283. Wireless communication facilities (Cell Tower).

(a) *Intent.* The purpose of this Section is to ensure that residents, public safety operations, and businesses in the City have reliable access to wireless telecommunications networks and state-of-the-art communications services while also ensuring that the placement of these facilities preserves the intrinsic aesthetic character of the community and is accomplished according to the City's zoning, planning, and design standards. Any person or company, including those holding franchises granted by the City, must comply with this section when erecting new wireless-communication facilities or adding on to existing facilities. This section applies to towers, and all other wireless communication facilities, and applies to facilities that are or will be located on the public streets, public property, right-of-ways, or on private property. This Section is meant to be consistent with Section 704 of the Telecommunications Act of 1996, Section 6409(a) of the Spectrum Act, and the FCC's interpretations of those Acts.

(b) *Definitions.* For the purposes of this section, the following words or phrases shall have the following meanings:

(1) *Antenna.* Is any structure or device used to collect or radiate electromagnetic waves for the provision of services including, but not limited to, cellular, paging, personal communications services, and microwave communications. Antennas include directional antennas (such as panels), microwave dishes, satellite dishes, omnidirectional antennas (such as whips), and other similar structures or devices. Antennas encompass all on-site equipment associated with the antenna, including transceivers, cables, wiring, converters, power supplies, equipment cabinets and shelters, and other comparable equipment. This definition does not apply to broadcast antennas, antennas designed for amateur radio use, or satellite dishes designed for residential or household purposes.

(2) *Base Station.* Is the equipment and non-tower supporting structure at a fixed location that enable FCC-licensed or authorized wireless communications between user equipment and a communications network. The term includes any equipment associated with wireless communications service including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supply, and comparable equipment. A base station is distinct from a tower. The definition of base station is intended to be consistent with the FCC's interpretations of that word under Section 6409(a) of the Spectrum Act. An existing base station includes a structure that, at the time of the application, supports or houses an antenna, transceiver, or other associated equipment that constitutes part of a "base station" as defined above, even if the structure was not built for the sole or primary purpose of providing such support.

(3) *Carrier on Wheels (COW).* A portable, self-contained wireless communication facility that is transported to a location to provide wireless services on a temporary or emergency basis.

(4) *Board of Zoning Appeals (BOZA).* The board that reviews requests for Special Exceptions.

(5) *Collocation*.

a. The placement of two or more provider's wireless communication antenna upon the same wireless communication facility; or,

b. The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting or receiving radio frequency signals for communications purposes.

(6) *Communication Tower*. Is a guy-wire communication tower, a lattice communication tower or a monopole communication tower only.

a. *Guy-Wire Communication Tower*. A ground-mounted tower supported by guys extending from various points upon the tower to anchors at the base of the tower that supports wireless communication antenna.

b. *Lattice Communication Tower*. A ground-mounted, many-legged, self-supporting tower created by the joining of structural members that supports wireless communication antenna.

c. *Monopole Communication Tower*. A ground-mounted, pole-shaped, self-supporting tower that supports wireless communication antenna.

(7) *Eligible facilities request* means any request for modification of an existing wireless tower or base station that involves:

(i) collocation of new transmission equipment;

(ii) removal of transmission equipment; or,

(iii) replacement of transmission equipment.

This definition does not include replacement of the underlying structure.

(8) *Eligible Support Structure*. Is any structure that falls within this Ordinance's definitions of a tower or base station.

(9) *Equipment Building or Cabinet*. Is an accessory structure that contains equipment necessary for the proper operation of wireless communication antenna.

(10) *Stealth Wireless Communication Facility*. A structure fabricated in a manner that aesthetically masks its appearance as a wireless communication facility, including but not limited to a flagpole, tree, light standard, or bell tower.

(11) *Support Structure*. A structure that supports wireless communication antenna and/or an equipment building or cabinet including but not limited to an existing structure, guy-wire communication tower, lattice communication tower, a monopole communication tower, and stealth wireless communication facility.

(12) *Tower*. A structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities.

(13) *Transmission Equipment*. Any equipment that facilitates transmission for any FCC-licensed or authorized wireless communications service, including, but not limited to, radio transceivers, antennas, and other relevant equipment associated with and necessary to their operation, including coaxial or fiber optic cable, and regular and backup power supply. This definition includes equipment used in any technological configuration associated with any FCC authorized wireless transmission, licensed or unlicensed, terrestrial or satellite, including commercial mobile, private mobile, broadcast, and public safety services, as well as fixed wireless services such as microwave backhaul or fixed broadband.

(14) *Transmission System*. Is broadly defined to include any telecommunications, broadcast, satellite, commercial mobile service, or other communications system that employs radio spectrum.

(15) *Wireless Communication Facility (WCF)*. The principal use that consists of a wireless communication antenna, support structure, and/or an equipment building or cabinet.

(16) *Zoning Administrator*. Means the City of Columbia's Zoning Administrator or his or her designee.

(c) *Districts where permitted, height, and setbacks.* WCFs may be located in accordance with, and built to a height outlined within, Table 3, "Permissibility of and Bulk Requirements for Wireless Communication Facilities According to Support Structure" and any other applicable subsection.

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Table 3.
Permissibility of and Bulk Requirements for Wireless Communication Facilities According to Support Structure

Support Structure (Number for Reference Only)	Zoning Districts	Article I. Permitted?	Maximum Height in Feet	Minimum Setback from Single-family Residential Districts (See Note 1)	Minimum Setback from General Residential Districts (See Note 1)	Minimum Setback from Public ROW (See §17-283 (i)(10))
1. New guy-wire communication tower or new lattice communication tower	D-1, RS-1, RS-1A, RS-1B, RS-2, RS-3, RD, RD-2	No	n/a			
	RG-1, RG-1A, RG-1B, RG-2, RG-3, UTD					
	C-1, C-2, C-3, C-3A, MX-1					
	C-4, C-5, C-6, MX-2					
	M-1, M-2	Yes	225'	500'	500'	1' for every 1' of structure height
		By special exception and subject to §17-283 (h) 1	300'	500'	500'	1' for every 1' of structure height
	DD, ID, 5P, NC, DP	No	n/a			
2. New Monopole Communication Tower	D-1, RS-1, RS-1A, RS-1B, RS-2, RS-3, RD, RD-2	No	n/a			
	RG-1, RG-1A, RG-1B, RG-2, RG-3, UTD	No	n/a			
	C-1, C-2, C-3, C-3A, MX-1	By Special Exception, Subject to §17-283 (h) 1	180'	300'	300'	50'
	C-4, C-5, C-6, MX-2	225'	225'	300'	300'	0'
	M-1, M-2	Yes	225'	300'	300'	0'
	DD, ID, 5P, NC, DP	No	n/a			

Support Structure (Number for Reference Only)	Zoning Districts	Article II. Permitted?	Maximum Height in Feet	Minimum Setback from Single-family Residential Districts (See Note 1)	Minimum Setback from General Residential Districts (See Note 1)	Minimum Setback from Public ROW (See §17-283 (i)(10))
3. New LOW-PROFILE stealth wireless communication facility (aka cell tower)	D-1, RS-1, RS-1A, RS-1B, RS-2, RS-3, RD, RD-2	By special exception and subject to §17-283 (h) 1 and 2.	60'	District minimum yard setback (See Note 2)		District minimum front yard setback (see note 2)
	RG-1, RG-1A, RG-1B, RG-2, RG-3, UTD	By special exception and subject to §17-283 (h) 1 and 2	80'			
	C-1, C-2, C-3, C-3A, MX-1	By special exception and subject to §17-283 (h) 1 and 2	100' (see note 3)			
	C-4, C-5, C-6, MX-2					
	M-1, M-2					
	DD, ID, 5P, NC, DP	As permitted above with staff review subject to all requirements of 17-283.				
4. New HIGH-PROFILE stealth wireless communication facility (aka cell tower)	D-1, RS-1, RS-1A, RS-1B, RS-2, RS-3, RD, RD-2	No	n/a			
	RG-1, RG-1A, RG-1B, RG-2, RG-3, UTD	By special exception and subject to §17-283 (h) 1 and 2	180'	300'	n/a	District minimum front yard setback (see note 2)
	C-1, C-2, C-3, C-3A, MX-1	By special exception and subject to §17-283 (h) 1 and 2		300'	150'	
	C-4, C-5, C-6, MX-2			150'	150'	
	M-1, M-2			150'	150'	
	DD, ID, 5P, NC, DP	As permitted above with staff review subject to all requirements of 17-283.				

Support Structure (Number for Reference Only)	Zoning Districts	Article III. Permitted?	Maximum Height in Feet	Minimum Setback from Single-family Residential Districts (See Note 1)	Minimum Setback from General Residential Districts (See Note 1)	Minimum Setback from Public ROW (See §17-283 (i)(10))
5. Existing structure ≤ 40' high and increase or add height ≤ 10'	D-1, RS-1, RS-1A, RS-1B, RS-2, RS-3, RD, RD-2	By special exception and subject to §17-283 (h) 1 and 2	Support structure ≤ 10' above height of existing structure	n/a	0'	
	RG-1, RG-1A, RG-1B, RG-2, RG-3, UTD	By special exception and subject to §17-283 (h) 1 and 2				
	C-1, C-2, C-3, C-3A, MX-1	Yes				
	C-4, C-5, C-6, MX-2					
	M-1, M-2					
	DD, ID, 5P, NC, DP	As permitted above with staff review subject to all requirements of 17-283.				
6. Existing structure > 40' high and increase or add height ≤ 10'	D-1, RS-1, RS-1A, RS-1B, RS-2, RS-3, RD, RD-2	Yes for co-location upon existing communication towers and no increase to height of tower; all others by special exception and subject to 17-283(h)(1)	Support structure ≤ 10' above height of existing structure	n/a	0'	
	RG-1, RG-1A, RG-1B, RG-2, RG-3, UTD	Yes for co-location upon existing communication towers and no increase to height of tower; all others by special exception and subject to 17-283(h)(1)				
	C-1, C-2, C-3, C-3A, MX-1	Yes				
	C-4, C-5, C-6, MX-2					
	M-1, M-2					
	DD, ID, 5P, NC, DP	As permitted above with staff review subject to all requirements of 17-283.				

Support Structure (Number for Reference Only)	Zoning Districts	Article IV. Permitted?	Maximum Height in Feet	Minimum Setback from Single-family Residential Districts (See Note 1)	Minimum Setback from General Residential Districts (See Note 1)	Minimum Setback from Public ROW (See §17- 283 (i)(10))
7. Existing structure ≤ 40' High and Increase or Add Height > 10' and ≤ 20'	D-1, RS-1, RS-1A, RS-1B, RS-2, RS-3, RD, RD-2	No	n/a			
	RG-1, RG-1A, RG-1B, RG-2, RG-3, UTD	By special exception and subject to §17-283 (h) 1 and 2	Support structure ≤ 20' above height of existing structure	n/a	0'	
	C-1, C-2, C-3, C-3A, MX-1	By special exception and subject to 17-283(h)(1)				
	C-4, C-5, C-6, MX-2					
	M-1, M-2					
	DD, ID, 5P, NC, DP	As permitted above with staff review subject to the requirements of this section.				
8. Existing structure > 40' high and increase or add height > 10' and ≤ 20'	D-1, RS-1, RS-1A, RS-1B, RS-2, RS-3, RD, RD-2	By special exception and subject to §17-283 (h) 1 and 2	Support structure ≤ 20' above height of existing structure	n/a	0'	
	RG-1, RG-1A, RG-1B, RG-2, RG-3, UTD	By Special Exception and subject to §17-283 (h) 1 and 2				
	C-1, C-2, C-3, C-3A, MX-1	Yes				
	C-4, C-5, C-6, MX-2					
	M-1, M-2					
	DD, ID, 5P, NC, DP	As permitted above with staff review subject to all requirements of 17-283.				

Support Structure (Number for Reference Only)	Zoning Districts	Article V. Permitted?	Maximum Height	Minimum Setback from Single-family Residential Districts (See Note 1)	Minimum Setback from General Residential Districts (See Note 1)	Minimum Setback from Public ROW (See §17-283 (i)(10))
9. Existing structure ≤ 40' high and increase or add height > 20'	D-1, RS-1, RS-1A, RS-1B, RS-2, RS-3, RD, RD-2	No	n/a			
	RG-1, RG-1A, RG-1B, RG-2, RG-3, UTD	No	n/a			
	C-1, C-2, C-3, C-3A, MX-1	By special exception and subject to §17-283 (h) 1 and 2	Support structure ≤ 1 times the height of existing structure	n/a	0'	
	C-4, C-5, C-6, MX-2					
	M-1, M-2					
	DD, ID, 5P, NC, DP	As permitted above with staff review subject to all requirements of 17-283.				
10. Existing structure > 40' High and Increase or Add Height > 20'	D-1, RS-1, RS-1A, RS-1B, RS-2, RS-3, RD, RD-2	No	n/a			
	RG-1, RG-1A, RG-1B, RG-2, RG-3, UTD	By special exception and subject to §17-283 (h) 1 and 2	Support structure ≤ 40' above height of existing structure	n/a	0'	
	C-1, C-2, C-3, C-3A, MX-1	By special exception and subject to 17-283(h)(1)				
	C-4, C-5, C-6, MX-2					
	M-1, M-2					
	DD, ID, 5P, NC, DP	As permitted above with staff review subject to all requirements of 17-283.				

Notes:

- (1) Includes property zoned similarly within Richland or Lexington Counties as well as PUD-R.
- (2) See 17-275, Table 2, Schedule of Major Height and Area Requirements, as well as 17-276 and 17-278 for determination of appropriate setback from property line and/or public right-of-way.
- (3) Height may be increased by 30 feet only where the applicant demonstrates to the Board of Zoning Appeals that (a) the additional height is necessary to accommodate the collocation, and (b) the structure is designated and engineered to accommodate additional WCFs.

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(d) *Application process for all WCFs.* Applications are located at the City of Columbia Zoning Division. Applications and an applicable fee must be submitted to the same office to initiate the approval process. All applications must contain the following:

- (1) An application form signed by the applicant.
- (2) A copy of lease or letter of authorization from the property owner indicating applicant's authority to pursue zoning application. Financial information need not be disclosed and may be redacted. Where the planned location is in a public right-of-way or on public property, an applicant must submit a copy of the franchise agreement authorizing the applicant's use of the right-of-way or property.
- (3) Site plans detailing proposed improvements which complies with the City's existing site-plan requirements. Drawings must depict all proposed improvements, including, but not limited to, property boundaries, setbacks, landscaping, fencing, topography, elevation sketch, and dimensions of improvement. Staff is interested in materials to be used, color options, and photographs or illustrations and examples of similar completed projects.
- (4) Where special exceptions are sought, information necessary for the board of zoning appeals to decide whether to grant a special exception. See Section 17-112 and this section.

(e) *Approvals required for WCFs and support structures.* Except as otherwise provided in subsection (f) below, any person or company, including those holding franchises granted by the City, must receive zoning approval before constructing WCFs or adding on to existing structures.

(1) *Staff review.* The Zoning Administrator may review and determine applications for antennas, collocations, certain WCFs, minor modifications to existing structures, and applications for COWs not to last more than 120 days. If the Zoning Administrator determines that the character or size of the proposed antennas, collocations, certain WCFs, or minor modifications should require further approval, the Zoning Administrator shall defer the application to the BOZA based on the criteria found in Table 3, "Permissibility of and Bulk Requirements for Wireless Communication Facilities According to Support Structure" and any other applicable subsection.

(2) *Review procedure for WCFs and support structures.*

a. Within thirty (30) days of the receipt of an application, the City's Zoning Administrator shall either deem the application complete or inform the applicant in writing of the reasons why the application is deemed incomplete, specifying the code provision, ordinance, application instruction, or otherwise publicly-stated procedures that were not followed. If the application is deemed incomplete, the timeframe for the review process is suspended until the applicant submits a complete application. If the applicant fails to resubmit a complete application within sixty (60) days of receiving notice that its first application was incomplete, the application is considered withdrawn without prejudice and may only be resubmitted with a new application fee. For good cause shown, the Department may in writing extend the 60-day deadline.

b. Unless the review process is suspended in accordance with subsection (e)(2)(a) or if the applicant agrees to an extension of time, the Staff at the City's Zoning Department must issue a written decision granting or denying the application within ninety (90) days of the date of the initial application.

c. If the application is denied, the applicant will be informed in writing of why there is substantial evidence that application is inconsistent with City Ordinances.

d. Any applicant may appeal a decision approving, approving with conditions, or denying an application within thirty (30) days by filing an appeal with the Board of Zoning Appeals.

(f) *Approvals required for an "Eligible Facilities Request" for modifications to existing wireless towers or base stations.*

(1) The Zoning Administrator will approve any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station.

(2) For purposes of subsection (f), a *substantial change* is a modification that substantially changes the physical dimensions of a tower or base station if it meets any of the following criteria:

a. For towers outside of public rights-of-way, it increases the height of the tower by more than 10%, or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater; for those towers in the rights-of-way and for all base stations, it increases the height of the tower or base station by more than 10% or 10 feet, whichever is greater;

b. For towers outside of public rights-of-way, it protrudes from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for those towers in the rights-of-way and for all base stations, it protrudes from the edge of the structure more than six feet;

c. It involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets;

d. It entails any excavation or deployment outside the current site of the tower or base station;

e. It would defeat the existing concealment elements of the tower or base station; or

f. It does not comply with conditions associated with the prior approval of construction or modification of the tower or base station unless the non-compliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that does not exceed the corresponding "substantial change" thresholds identified above.

(3) *Other considerations*

a. For purposes of evaluating whether a modification is a "substantial change," the changes in height resulting from a modification should be measured from the original support structure in cases where the deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act on February 22, 2012.

b. Notwithstanding the provisions of this Section, the City of Columbia may continue to enforce and condition approval on compliance with generally applicable building, structural, electrical, safety codes, and with other laws codifying objective standards reasonably related to health and safety.

(4) *Review and approval procedure for an "Eligible Facilities Request."*

a. *Timeframe for review.* Within sixty (60) days of the receipt of an application for an eligible facilities request, the Zoning Administrator shall review and then approve the application, unless it determines that the application proposes a substantial change to the physical dimensions of a tower or base station or is otherwise inconsistent with the requirements of this Section.

b. *Tolling the timeframe for review.*

(i) The Zoning Administrator's timeframe for review will be tolled if the Zoning Administrator and the applicant mutually agree to toll the timeframe, or if the Zoning Administrator determines the application is incomplete.

(ii) To toll the timeframe for incompleteness, the Zoning Administrator must provide written notice within thirty (30) days of receipt of the application, identifying the missing information, specifying the code provision, ordinance, application instruction, or otherwise publicly-stated procedures that were not followed.

(iii) If the applicant makes a supplemental submission, the timeframe for review will begin running again, but may be tolled again if the Zoning Administrator provides written notice within ten (10) days after receiving supplemental information, specifying that the application is still incomplete, and identifying the missing information, specifying the code provision, ordinance, application instruction, or otherwise publicly-stated procedures that were not followed. If any supplemental submissions are incomplete, the Zoning Administrator must provide written notice of incompleteness within ten (10) days of receiving the supplemental submission. If the ten (10) day period in this subsection expires, the timeframe for review may not be further tolled for incompleteness.

c. *Interaction with Subsection (e).* If the Zoning Administrator determines that the application presents a substantial change or is otherwise not covered by Section 6409(a) of the Spectrum Act, the application will be considered under subsection (e), above. The timeframe for review subsection (e) will begin to run from the date

the Zoning Administrator issues its decision. The Zoning Administrator may request the applicant submit additional information, as required under subsection (e).

(g) *General Standards for WCFs.* In considering applications for WCFs, except as otherwise provided in subsection (f) above, the Zoning Administrator shall make all reasonable efforts insofar as practical to find that:

- (1) The proposed WCF would emulate an architectural or landscape feature typical of, or appropriate to, the surrounding area.
- (2) The proposed WCF would respect and, to the extent possible, compliment the style, height, bulk mass, material, and color of existing buildings, structures, vegetation, or uses within the surrounding area;
- (3) The proposed WCF would preserve existing vegetation;
- (4) The proposed WCF would preserve scenic view sheds; and,
- (5) The proposed WCF would respect existing topography, including minimizing the extent to which the proposed WCF would be a dominant feature upon a hill, crest, ridgeline or other topographical high point.
- (6) Conceal conduit internally and streamline antenna and equipment.
- (7) Color match antenna and equipment with existing poles, buildings, and background.
- (8) Use decorative metal or fiberglass supports consistent with the redevelopment or esthetics efforts of the area.

(h) *Special Exception Criteria.*

(1) Standards for approval. In addition to the criteria for special exceptions set forth in section 17-112 (2), the BOZA shall, in considering any applications that require special exceptions relating to WCFs find that:

- a. The proposed WCF would not endanger the safety of residents, employees, or travelers, including but not limited to the likelihood of the failure of such structure;
- b. The proposed WCF would not be located where it would substantially detract from aesthetics and neighborhood character or impair the use of neighboring properties;
- c. The proposed WCF, if a communication tower is not located within 1,000 feet of another communication tower;
- d. The proposed user has attempted to co-locate upon existing WCFs; and,
- e. The proposed user will allow other users to co-locate upon the WCF in the future subject to the engineering capabilities of the structure.

(2) Additional standards for approval for stealth WCFs and certain existing WCFs upon existing structures. In addition to the criteria for special exceptions set forth in section 17-112(2) and section 17-283(h)(1) above, the BOZA shall, in considering applications for special exceptions for stealth WCFs and certain WCFs upon existing structures, find that:

- a. The proposed WCF would emulate an architectural or landscape feature typical of, or appropriate to, the surrounding area;
- b. The proposed WCF would respect, and to the extent possible compliment, the style, height, bulk, mass, material and color of existing buildings, structures, vegetation or uses within the surrounding area;
- c. The proposed WCF would preserve existing vegetation;
- d. The proposed WCF would preserve scenic view sheds;
- e. The proposed WCF would respect existing topography, including minimizing the extent to which the proposed WCF would be a dominant feature upon a hill, crest, ridgeline or other topographical high point;
- f. Where the proposed WCF would be located within or within 300 feet of a D-1, RS-1, RS-1A, RS-1B, RS-2, RS-3 or RD zoning district, the applicant shall conduct a neighborhood information meeting at least 14 calendar days prior to the public hearing at the board of zoning appeals. At least 14 calendar days prior to the neighborhood information meeting, the applicant shall distribute flyers to the neighborhood president, if such person is registered with the Columbia Council of Neighborhoods, and all property owners within 1,000 feet of the proposed location, informing said persons of the date, time location and general topic of the meeting;

g. The applicant for a Special Exception under this section shall send a notice of the public hearing by Certified Mail Return Receipt Requested, to all property owners of parcels that are located within 1,000 ft. of the lot to contain the Wireless Communication Facility (Cell Tower) at least 14 calendar days prior to the hearing

date. Addresses used for the mailing shall be the most current listed with the Richland County Tax Assessor. This notice shall contain the following information:

- (i) The date, time and place of the hearing;
- (ii) A description to inform the public of the location of the property for which the special exception is requested, including the street address and the tax map reference;
- (iii) The description of the request to include the type and height of the facility requested.

(i) *Additional Criteria.*

(1) Where a new communication tower or a new stealth WCF would be "visible" from property listed within the National Register of Historic Places, the South Carolina State Historic Preservation Officer must issue a letter stating that the design would have no adverse effect before the zoning administrator or his or her designee shall issue a zoning permit. Where a new communication tower or a new stealth WCF would be "visible" from property listed within a locally designated architectural conservation district, historic commercial district, a local individual landmark, or landmark district, staff must review and approve the design of the structure. To determine whether or not a proposed WCF would be "visible" as the term is used within above, apply a line of site six feet above grade from the property line of any property that would be within a 1,000-foot radius from the proposed WCF. Stealth WCFs are considered visible in totality even though the associated wireless communication antenna and/or equipment building or cabinet may not be easily discernible.

(2) Eight-foot-high fencing shall be provided around any communication tower and associated equipment building or cabinet. Concertina wire, barbed wire, or other like security devices are expressly prohibited unless the devices are screened entirely and year round with landscaping that achieves the required screening at the time the landscaping is installed. Any existing concertina wire, barbed wire, or other like security fencing shall be either removed within one year of the date of adoption of this amendment to the zoning ordinance or screened entirely and year round with landscaping that achieves the required screening at the time the landscaping is installed.

(3) Around the base of any communication tower, outside of the fencing, at least one row of evergreen shrubs forming a continuous hedge at least five feet in height shall be provided, with individual plantings spaced not more than five feet apart. Additional landscaping, to include that associated with parking, is to be provided as required by all other relevant provisions of this article.

(4) Illumination. WCFs shall be illuminated only to the extent required by applicable federal or state statute or regulation.

(5) Signage. No signage is permitted, except:

- a. As is required by applicable state or federal law, rule, or regulation;
- b. As is required by standard industry practice for the purpose of identification, warning, emergency function or contact; and,

(6) Stealth WCFs that serve as or provide a public amenity may have up to six square feet of signage only for the purpose of dedication and/or announcing corporate sponsorship.

(7) Abandonment. A WCF and equipment that is no longer used for communication purposes must be removed within 120 days of the date it is taken out of service.

(8) Permit required. A zoning permit is required prior to the beginning of any site work or WCF construction.

(9) Color. New communication towers shall be light gray, except as otherwise required by applicable federal or state statute or regulation.

(10) Fall Zone Letter Required. A new communication tower, a new stealth communication WCF, or the support structure necessary to increase the height of an existing structure by more than 20 feet must be designed such that, in the event the WCF may fail structurally, it would not fall within a public right of way. The zoning administrator or his or her designee shall not issue a zoning permit for the support structures listed within this subsection until such time that the applicant provides a signed letter from a registered professional structural engineer certifying that the proposed WCF is designed as required above.

(11) Relocation of a WCF. Any WCF permitted in the public right-of-way shall be relocated at the expense of the WCF's owner in the event relocation is required due to roadway or utility improvements.

(12) Locations on City Property or Right of Way. Nothing in this section abrogates the City's discretion to deny the use of City property or right-of-ways. The City, in its proprietary capacity, retains the discretion to reject or allow.

(13) Expansion of nonconformity. Notwithstanding section 17-201 et seq., which regulates nonconformities, no WCF proposed upon an existing structure permitted in accordance with Table 3 shall be construed to expand or otherwise exacerbate an existing nonconformity.

(14) No variance to the requirements of this section shall be granted by BOZA.

(15) Routine maintenance and swapping of like equipment shall be excluded from application, review, and zoning permitting.

(16) An existing utility pole located in the right of way may be replaced with a new pole of substantially like height and placement to better structurally support new equipment or to further the specific design and/or esthetic efforts of the City of Columbia.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

RESOLUTION NO.: R-2016-032

*Authorizing consumption of beer and wine beverages only at the
Palmetto Tasty Tomato Festival on July 16, 2016*

WHEREAS, Sustainable Midlands ("Sponsor") is sponsoring the Palmetto Tasty Tomato Festival at City Roots Urban Farm in the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard from 4:00 p.m. until 9:00 p.m. on Saturday, July 16, 2016; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard from 3:00 p.m. until 9:30 p.m. for set up, clean up, and staging of the event to be held from 4:00 p.m. until 9:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 4:00 p.m. until 8:30 p.m.; and for crowd control and overflow; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2016, that the sale of beer and wine beverages only is authorized between the hours of 4:00 p.m. and 8:30 p.m. on Saturday, July 16, 2016; and,

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

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

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

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

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

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time that the closed portion of the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

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

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

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, July 16, 2016, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

Assistant City Manager Gentry

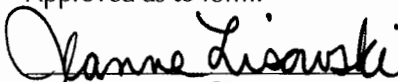
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Janne Lisowski
Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

March 15, 2016

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)

Sustainable midlands

Generieve Taylor

803-873-0442

generieve@sustainablemidlands.org

21.a

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Palmetto Tasty Tomato Festival

DATE(S) OF EVENTS:

July 16, 2016, Saturday

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

none, rain or shine
event

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

City Roots, 1005 Airport Blvd.

1000 Block of Airport Blvd, between Jim Hamilton Blvd and
Commerce DriveSTREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)1000 block of Airport Blvd - between Jim Hamilton Blvd
and Commerce DriveHOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

3 pm to 9:30 pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

4 pm to 9 pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

4 pm to 8:30 pm

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only. all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties.**

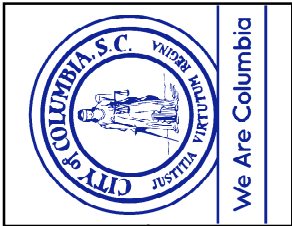
****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8). POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

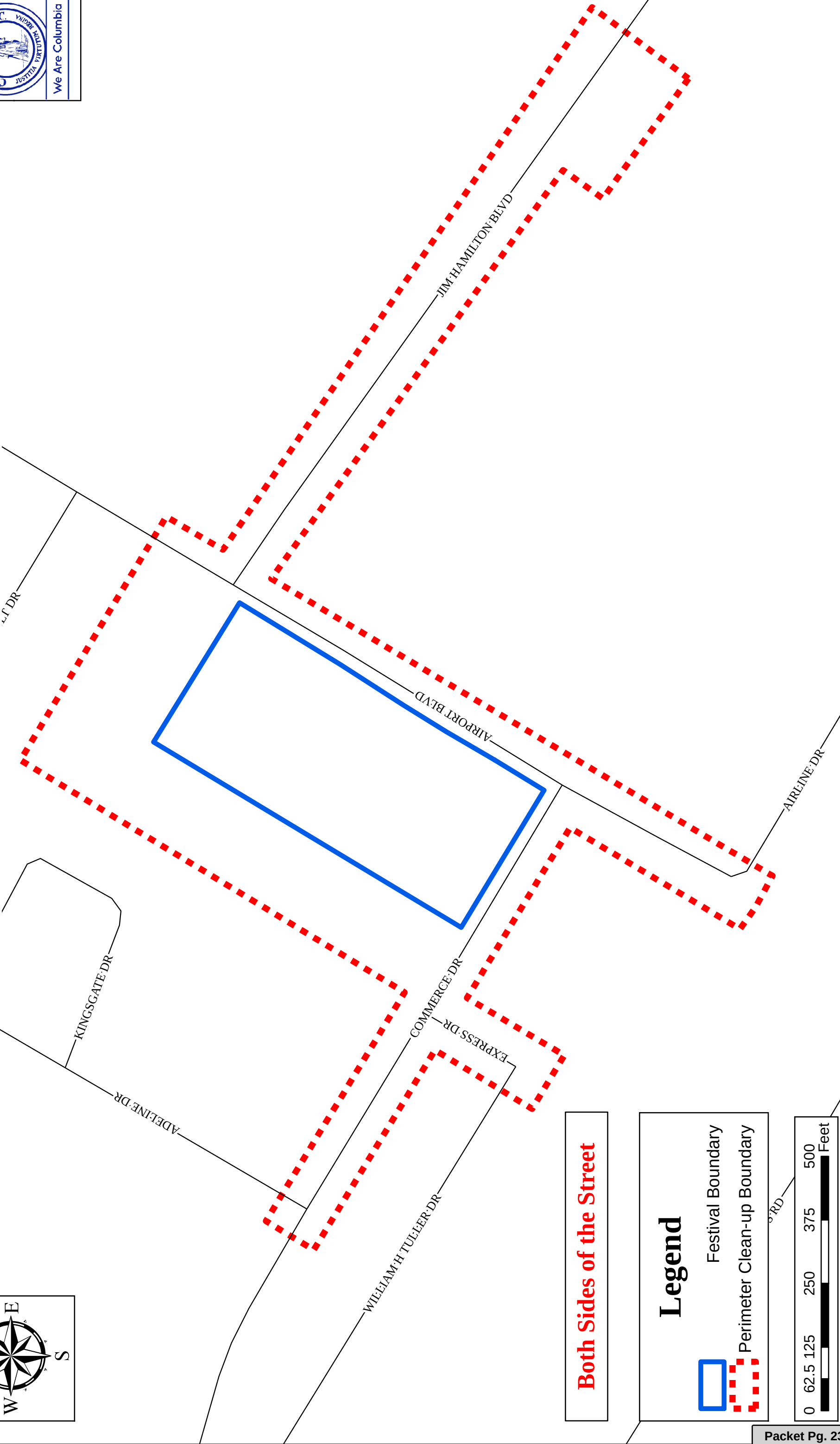
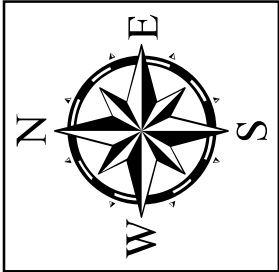
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 545-3703; 413-8553; cfdgadsams@columbiasc.netLegal Department - Shari Ardis; 737-4242; slardis@columbiasc.net - resolution preparationPolice Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net parade permit, policeParks and Recreation - Loretta Coleman; 545-3100; peosborne@columbiasc.net park reservationsPolice Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

Last revised: 3/2014



CITY ROOTS

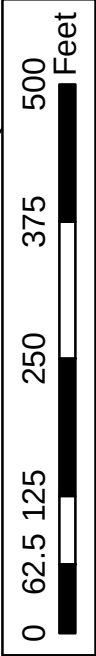


Both Sides of the Street

Legend

 Festival Boundary

 Perimeter Clean-up Boundary





We Are Columbia

Community Development Department

1225 Lady Street, Columbia, South Carolina 29203 • Phone: 803-545-3373 • Fax: 803-255-8912

INTEROFFICE MEMORANDUM

DATE: May 18, 2016

TO: Missy Gentry, Assistant City Manager
Erika Moore, City Clerk

CC: Felicia Wilks, Loan Officer Supervisor

FROM: Deborah J. Livingston, Community Development Director

SUBJECT: Request for Approval of HOME Funds “Conflict of Interest” for Community Assistance Providers and National Homeownership Month Proclamation for the June 7, 2016 City Council Agenda

Please find attached two (1) item requested for the June 7, 2016 City Council Agenda:

June is National Homeownership Month and is an opportunity to encourage our citizens to explore the benefits of owning a home. In recognition, a Proclamation will be presented to our 2016 “Partner In Excellence”, State Farm Insurance - Larry Lucas. For 3 years, State Farm has a sponsor of the City Of Columbia “OMG” Owning, Maintaining and Gardening Workshop. Also, acknowledge a “*Preserve the Dream*” homeowner that utilized the City Lender I Program. *Please find attached the draft National Homeownership Month Proclamation.*

Please contact Felicia Wilks at (803) 545-3046 or fcwilks@columbiasc.net if you have any questions regarding this item.

Thank you.



*City of Columbia
A Proclamation*

WHEREAS, music increases social connectivity, reduces stress, stimulates creativity and is integral to a well-rounded, enjoyable life; and

WHEREAS, the music is a creative expression of culture and community that makes the City of Columbia a more livable city; and

WHEREAS, many Columbians will experience the joys of music during the month of June through participation in educational programs, concerts, street performances, workshops, open mic nights, live music shows, or playing and practicing an instrument; and

WHEREAS, these musical activities and attractions have great potential to have a positive impact on Columbia's economy and tourism industry, and to stimulate economic development by making the City attractive to businesses and citizens who enjoy music performance; and

WHEREAS, the month of June will feature events including the Savvy Musician in Action workshop, the Southern Guitar Festival and Competition, the Southeastern Piano Festival, the Conductors Institute of South Carolina, and Make Music Columbia as part of International Make Music Day as well as many other musical performances at the many venues across the City.

NOW, THEREFORE I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim the month of June as

Columbia Music Month

in the great City of Columbia and encourage all citizens to join me in applauding the efforts of our local public works employees.

*Stephen K. Benjamin
Mayor*

*Sam Davis
District I, Council Member*

*Tameika Isaac Devine
At-Large, Council Member*

*Leona Plaugh
District IV, Council Member*

*Moe Baddourah
District III, Council Member*

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

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

ORDINANCE NO.: 2016-036

To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2017

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2016:

Section 1. That a tax to cover the period from the first day of July 2016, to the thirtieth day of June 2017, 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-six and one tenth (96.1) 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 of 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:

ATTEST:

City Attorney _____

City Clerk _____

Public Hearing:

Introduced:

Final Reading:

ORDINANCE NO.: 2016-040

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2016, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, and Sec. 23-149 Sewer service rates, are amended to read as follows:

Sec. 23-143. Water service rates.

Generally. Except as otherwise provided by contract, monthly water service charges shall be as follows:

Monthly Water Use (cubic feet)	Meter Size (inches)	Inside City		Out of City	
		Current	Proposed	Current	Proposed
Minimum--300	3/4"	\$6.60	\$6.88	\$11.22	\$11.69
	1"	\$11.02	\$11.48	\$18.73	\$19.51
	1.5"	\$16.50	\$17.19	\$28.05	\$29.22
	2"	\$26.40	\$27.50	\$44.88	\$46.76
	3"	\$52.80	\$55.01	\$89.76	\$93.51
	4"	\$82.50	\$85.95	\$140.25	\$146.12
	6"	\$165.20	\$172.11	\$280.84	\$292.59
	8"	\$264.00	\$275.04	\$448.80	\$467.57
	10"	\$524.17	\$546.10	\$891.09	\$928.36
Additional charge per 100 cubic feet					

Volumetric Charges are based on the customer category.

Monthly Water Use (cubic feet)	Inside City		Out of City	
	Current	Proposed	Current	Proposed
Residential:				
Next 9,700	\$2.37	\$2.47	\$4.03	\$4.20
Next 90,000	\$2.25	\$2.34	\$3.83	\$3.99
Over 100,000	\$2.13	\$2.22	\$3.62	\$3.77
Irrigation:				
Next 9,700	\$4.03	\$4.20	\$6.85	\$7.14
Next 90,000	\$3.83	\$3.99	\$6.51	\$6.78
Over 100,000	\$3.62	\$3.77	\$6.16	\$6.42
All others:				
Next 9,700	\$2.25	\$2.34	\$3.83	\$3.99
Next 90,000	\$2.13	\$2.22	\$3.62	\$3.77
Over 100,000	\$2.00	\$2.08	\$3.39	\$3.53

Sec. 23-149. Sewer service rates.

(a) Generally. Except as otherwise provided by contract, the monthly sewer service charge shall be as follows:

Meter Size (inches)	Inside City		Out of City	
	Current	Proposed	Current	Proposed
3/4"	\$6.60	\$6.88	\$11.22	\$11.70
1"	\$6.60	\$6.88	\$11.22	\$11.70
1.5"	\$6.60	\$6.88	\$11.22	\$11.70
2"	\$10.56	\$11.01	\$17.95	\$18.71
3"	\$21.12	\$22.02	\$35.90	\$37.42
4"	\$33.00	\$34.40	\$56.10	\$58.48
6"	\$66.00	\$68.80	\$112.20	\$116.96
8"	\$105.60	\$110.08	\$179.52	\$187.14
10"	\$165.00	\$172.00	\$280.50	\$292.40

Monthly Water Use (cubic feet)	Inside City		Out of City	
	Current	Proposed	Current	Proposed
Each 100 cubic feet	\$3.43	\$3.58	\$5.83	\$6.08

(b) Consumers using water cooling towers for air conditioning. Consumers using water cooling towers for air conditioning systems shall be given a credit of 30 cubic feet per ton per month during the service periods commencing in the months of April through October. The minimum charge shall be:

Meter Size (inches)	Inside City		Out of City	
	Current	Proposed	Current	Proposed
3/4"	\$9.73	\$10.14	\$12.37	\$12.89
1"	\$13.72	\$14.30	\$18.11	\$18.88
1.5"	\$17.70	\$18.45	\$23.85	\$24.86
2"	\$25.66	\$26.75	\$35.31	\$36.81
3"	\$41.59	\$43.35	\$58.25	\$60.72
4"	\$73.44	\$76.56	\$104.13	\$108.55
6"	\$153.06	\$159.55	\$218.84	\$228.12
8"	\$216.75	\$225.95	\$310.60	\$323.78
10"	\$477.50	\$497.76	\$686.26	\$715.37

(c) Limitation on charge on single-family residences. Maximum sewer charge on single-family residences during the service periods commencing in the months of April through October will be 1,400 cubic feet.

(d) Apartments and trailer parks. Sewer rates for apartment buildings and trailer parks shall be the base rate of a single-family residence per dwelling unit plus a base fee based on meter connection size plus the rate per 100 cubic feet as reflected by water consumption.

(e) Hotels, motels, dormitories and roominghouses. Sewer rates for hotels, motels, dormitories and roominghouses shall be one-half the base rate of a single-family residence per room plus a base fee based on meter connection size plus the rate per 100 cubic feet as reflected by water consumption.

(f) Contaminated groundwater. Separate meters for discharges of contaminated groundwater are required. In city or out of city customers discharging contaminated ground water shall pay the out of city base monthly sewer service charge times one and one-half plus the out of city monthly sewer service charge for each 100 cubic feet times one and one-half.

Requested by:

Mayor and City Council

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Public Hearing:

Introduced:

Final Reading:



**CITY COUNCIL
ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT,
AND ZONING MAP AMENDMENT CASE SUMMARY**

**825 ABERNATHY STREET AND 7660 GARNERS FERRY ROAD
ANNEX, ASSIGN LAND USE CLASSIFICATION AC-2
(COMMUNITY ACTIVITY CORRIDOR)
AND ZONING OF RG-2(GENERAL RESIDENTIAL DISTRICT)**

Zoning Public Hearing - May 17, 2016 at 7:00pm

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

Subject Property:	825 Abernathy Street and 7660 Garners Ferry Road, TMS#16314-01-02 and 16314-01-03		
Applicant:	Shandon Terrace, LLC		
Council District:	3	Census Tract:	116.08
County Land Use Plan:	Neighborhood (Medium Density)	Proposed Land Use Plan:	Community Activity Corridor (AC-2)
County Zoning:	GC	Proposed Zoning:	RG-2
Current Land Use:	Undeveloped	Proposed Use:	Multi-Family Residential
Reason for Annexation:	Donut Hole / Municipal Services		

CASE HISTORY

Staff Recommendation:	Annex, Assign AC-2 Land Use Classification and RG-2 Zoning	APPROVE
PC Recommendation: 03/07/16	Annex, Assign AC-2 Land Use Classification and RG-2 Zoning	APPROVE (6-0)
Zoning Public Hearing: 05/17/16	Annex, Assign AC-2 Land Use Classification and RG-2 Zoning (to be effective 9/1/17)	PENDING

APPLICATION REQUEST

Applicant is requesting annexation to receive City services. The applicant has pursued permits with Richland County and requests that this annexation, assignment of land use classification, and assignment of zoning be effective September 1, 2017, which is reflected within the prepared ordinance.

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

The subject parcels are a total of 4.74 acres, and are located on Garners Ferry Road east of the intersection with Abernathy Street, at 825 Abernathy Street and 7660 Garners Ferry Road. Both parcels are currently being annexed in their entirety.

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 annexations and assumed development will result in an increase number of calls for services and will cost the CPD **\$29,377.37** annually to provide service.

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 2 from a Class 4.

Solid Waste

The cost associated with solid waste service for this property is **\$0.00** as solid was services are not provided to multi-family uses.

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. There is a tap fee for the property owner.

Water Customer Care

Annexation will result in an approximately **40% reduction** in water and sewer service rates for the customer.

Planning & Development Services

We recommend annexation of this property. The estimated annual city property tax revenue after annexation of these properties will generate approximately **\$38,027.60**.

*Estimated City Tax Revenue calculated as: (Tax Value*Tax Rate)*City Millage Rate (.0981)) - (Tax Value*Local Option Sales Tax Credit (.002)).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcels are 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 it 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

Staff recommends subject parcels be 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 and Lots

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

The subject parcel is not covered by an area plan which has been adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel and surrounding parcels are currently zoned GC (General Commercial) in Richland County and adjacent parcels within the City of Columbia are zoned RG-2 and C-3.

The parcel is proposed to be zoned RG-2 (General Residential District) within the City of Columbia. The RG-2 district is intended as medium and high density residential area 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 area are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the district.

STAFF RECOMMENDATION

Annex, assign AC-2 land use classification and RG-2 zoning with an effective date of September 1, 2017.



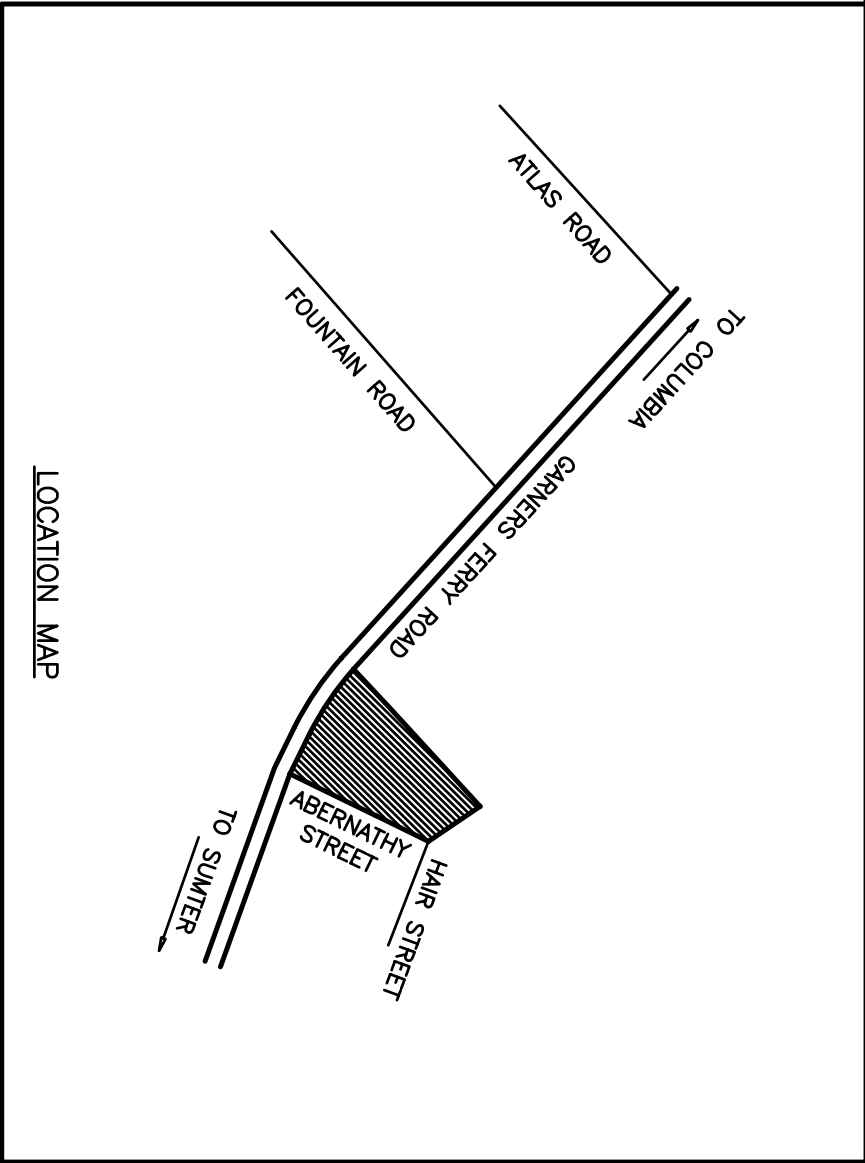
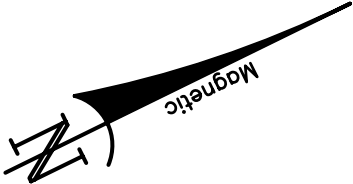
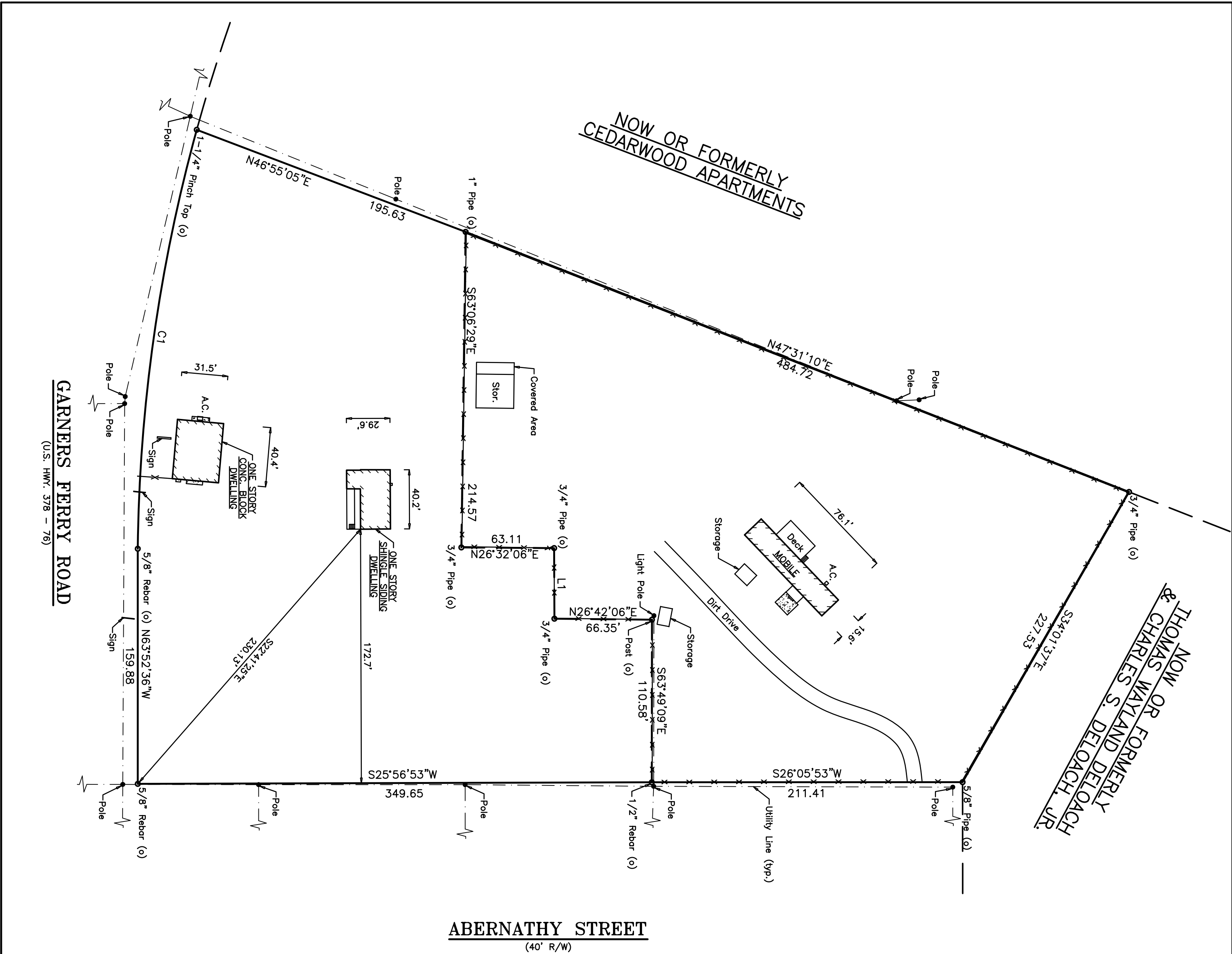
NO NAME

HAIR

ABERNATHY

GARNERS FERRY

GARNERS FERRY



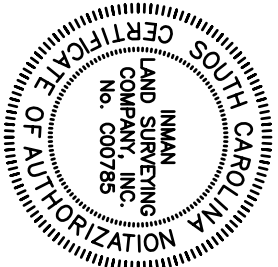
ABERNATHY STREET
(40' R/W)

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	CHORD
C1	1122.38	288.50	144.33°	287.71
				N55°51'40"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	48.01	S64°05'49"E

- NOTES:**
1. THIS PROPERTY IS POSSIBLY SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD NOT SHOWN HEREON.
 2. THIS PROPERTY MIGHT HAVE UNDERGROUND UTILITIES THAT ARE NOT VISIBLE AT THE SURFACE.
 3. NO FLOOD ZONE INSPECTION AT THIS TIME.

- REFERENCES:**
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 3. PLAT RECORDED IN THE OFFICE OF REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK "H", PAGE 128.



SHANDON TERRACE, LLC

RICHLAND COUNTY, NEAR COLUMBIA, SOUTH CAROLINA

DATE: JUNE 19, 2004

SURVEY NO.: E05010

BOOK 210-54

T.M.S. NO.
16314-1-2 & 16314-1-3

S.F. 127 No. 13

SCALE: 1" = 50'

0 25' 50' 100'

INMAN LAND SURVEYING COMPANY, INC.

2223 BULL STREET COLUMBIA SOUTH CAROLINA 29201

PHONE 252-1797 FAX 252-1798

RICHARD P. INMAN

P.L.S. NO. 13385

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THIS 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; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

Future Land Use Map

7660 Garners Ferry Road and 825 Abernathy
TMS# 116314-01-02 and 16314-01-03 FLU: AC-2

26.a

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  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

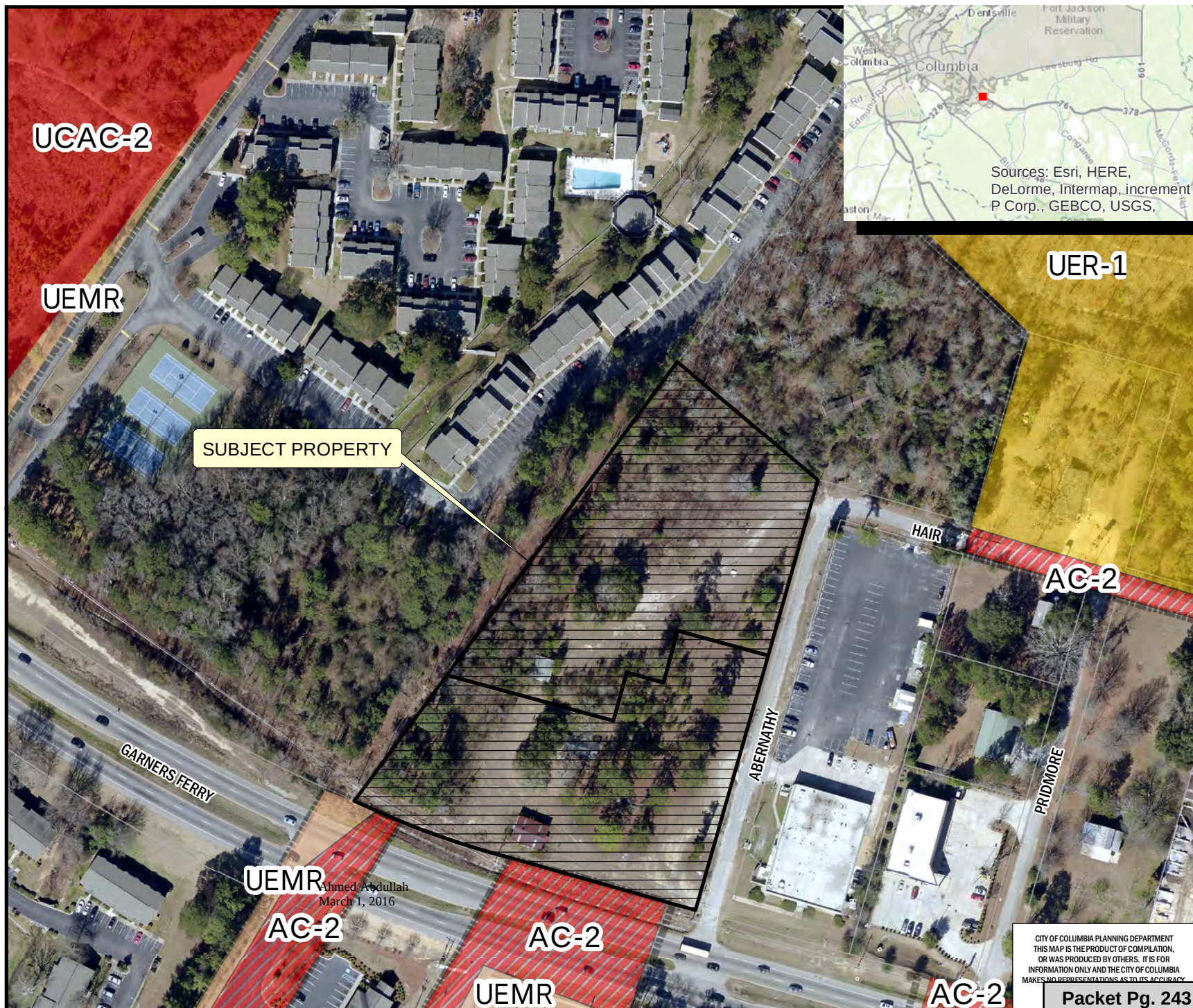
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Ahmed Abdullah
February 11, 2016



We Are Columbia



Sources: Esri, HERE,
DeLorme, Intermap, increment
P Corp., GEBCO, USGS,

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
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Packet Pg. 243

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

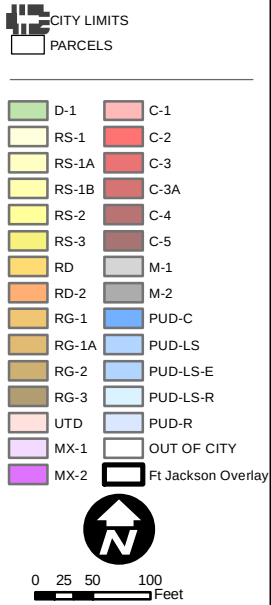
Zoning Map

Department of Planning & Development Services

7660 Garners Ferry Road and 825 Abernathy Rd
TMS# 116314-01-02 and 16314-01-03 ZONED: GC

26.a

Legend



ORIGINAL PREPARATION/DATE:
This map was prepared by:

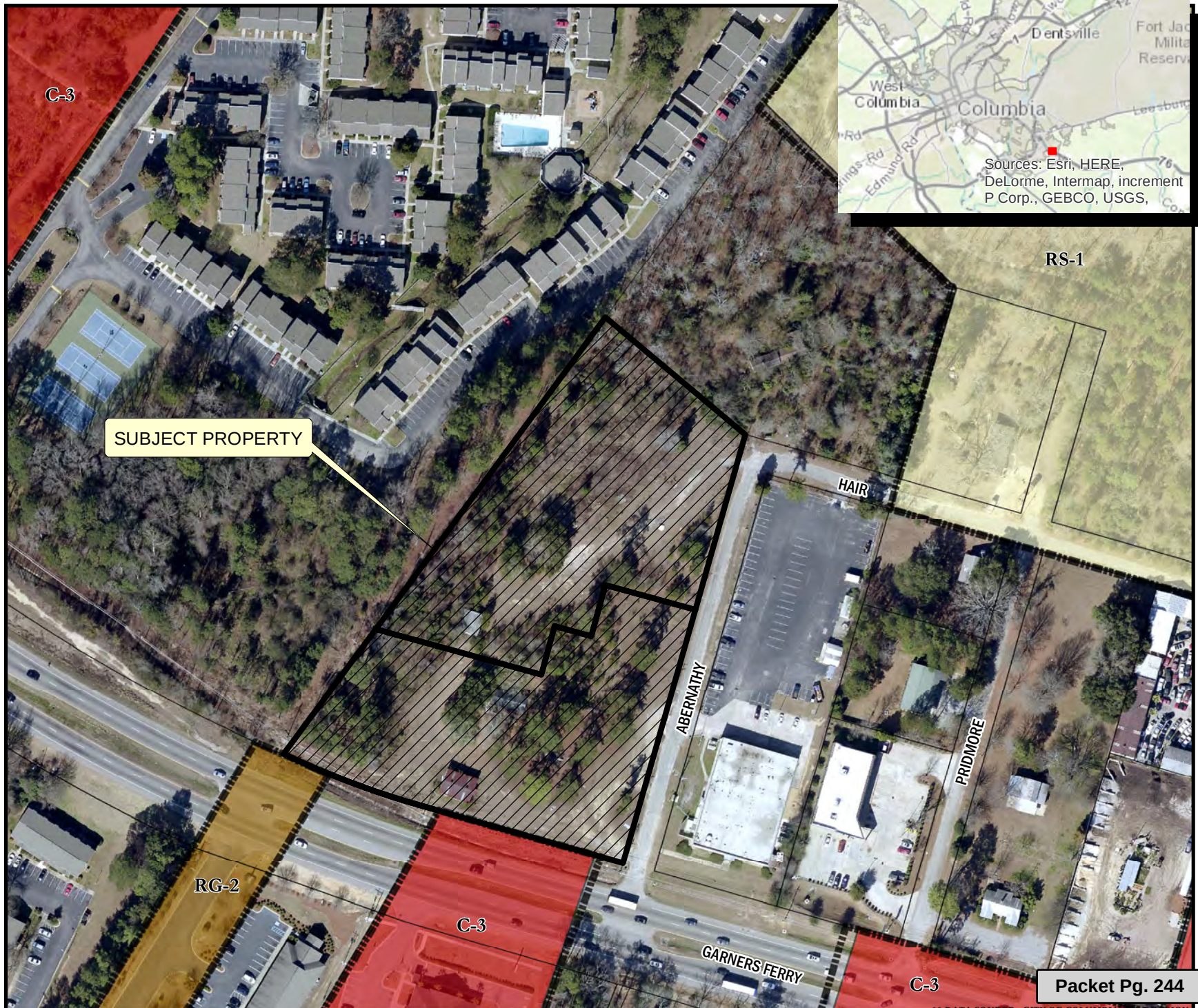
Ahmed Abdullah
February 11, 2016

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We Are Columbia



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

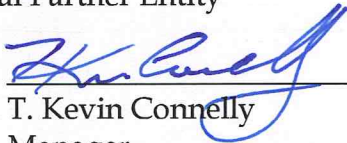
The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

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, County of Richland, State of South Carolina, being shown and delineated as 4.74 acres, more or less, on a plat prepared for Shandon Terrace, LLC, by Inman Land Surveying Company, Inc., dated June 19, 2004, and having such boundaries and measurements as shown on the above described plat.

Richland County TMS: 16314-01-02 and 16314-01-03
Property Address: 7660 Garners Ferry Road and 825 Abernathy Street

ABERNATHY PLACE, LP
a South Carolina limited partnership

BY: Abernathy One, LLC
ITS: General Partner Entity

BY: 
T. Kevin Connelly
ITS: Manager

DATE: February 11, 2016

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: February 11, 2016

RE: **Property Address:** 825 Abernathy Street and 7660 Garners Ferry Road
Richland County TMS: 16314-01-02 and 16314-01-03
Owner(s): Shandon Terrace, LLC
Current Use: Undeveloped **Proposed Use:** Multifamily Residential
Current County Land Use: Neighborhood (Medium)
Proposed Land Use: Activity Corridor (AC-2)
Current County Zoning: GC **Proposed City Zoning:** RG-2
Reason for Annexation: Municipal Services
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 March 2016 Planning Commission's agenda, the annexation hearing is scheduled for City Council on March 15, 2016. Confirmation of interim land use and zoning is tentatively planned for the zoning public hearing in May of 2016. 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.

/dle
 Attachments

cc: S. Allison Baker, Sr. Assistant City Manager William Holbrook, Police Chief Teresa Knox, City Attorney Dana Higgins, City Engineer Krista Hampton, Planning & Development Services Deborah Livingston, Community Development Director Roger Myers, Business License Administrator Angela Adams, Water Customer Service Jerry Thompson, Building Official Susan Leitner, Engineering Denny Daniels, Engineering Carolyn Wilson, Police Planning & Research Alfreda Tindall, Richland County 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Aubrey Jenkins, Fire Chief Joseph Jaco, Utilities and Engineering Robert Anderson, Public Works Director Jeff Palen, Finance Director George Adams, Fire Marshal Brian Cook, Zoning Administrator Kimberly Gathers, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Zach Kay, Dev. Center Administrator
---	---

Planning Commission Zoning Recommendation: AC-2 (Zoning classification) by 6-0 on 03/07/16 (mm/dd/yyyy).

Planning Commission Land Use Recommendation: AC-2 (Land Use classification) by 6-0 on 03/07/16 (mm/dd/yyyy).


 (Signature of Interim Annexation Coordinator)

3230.txt

Shari - Please see below the annexation for review. It is scheduled to have its first reading before City Council on May 17, 2016. I have attached the notice memos, case summaries, and will have the signed petitions put in the legal inter-office mail slot.

1. 825 Abernathy Street and 7660 Garners Ferry Road, TMS#16314-01-02 and 16314-01-03; request to annex, assign a land use classification of Community Activity Corridor (AC-2), and rezone the property RG-2 (General Residential District). The property is zoned GC (General Commercial) in Richland County. OWNER: Shandon Terrace, LLC., PO Box 12519 Columbia, SC 29211; CENSUS TRACT: 116.08; COUNCIL DISTRICT: 3; ACREAGE: 4.74



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: May 17, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: **ORDINANCE NO.: 2016-021 Annexing and Incorporating Annexing 825 Abernathy Street and 7660 Garners Ferry Road, Richland County TMS #16314-01-02 and 16314-01-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 5 Abernathy 7660 Garners Ferry**

FINANCIAL IMPACT:

ATTACHMENTS:

- 2016-021 annex-incorporate 825 Abernathy 7660 Garners Ferry (PDF)

ORDINANCE NO.: 2016-021

Annexing and Incorporating Annexing 825 Abernathy Street and 7660 Garners Ferry Road, Richland County TMS #16314-01-02 and 16314-01-03 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, this ____ day of _____, 2016, 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 as of September 1, 2017. This property shall be zoned RG-2, apporportioned to City Council District 3, Census Tract 116.08, contains 4.74 acres, and shall be assigned a land use classification of AC-2.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16314-01-02 and 16314-01-03

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

Requested by:

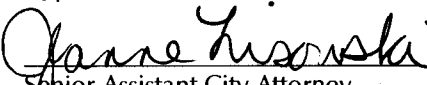
Assistant City Manager Gentry

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.: 2016-021

All that certain piece, parcel or tract 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 shown and delineated as 4.74 acres, more or less, on a plat prepared for Shandon Terrace, LLC, by Inman Land Surveying Company, Inc. dated June 19, 2004 and having such boundaries and measurements as are shown on the above described plat.

LEGAL DEPARTMENT DRAFT

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: February 11, 2016

RE: **Property Address:** 825 Abernathy Street and 7660 Garners Ferry Road
Richland County TMS: 16314-01-02 and 16314-01-03
Owner(s): Shandon Terrace, LLC
Current Use: Undeveloped **Proposed Use:** Multifamily Residential
Current County Land Use: Neighborhood (Medium)
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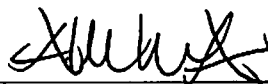
Planning & Development Services staff will see to it that this matter is placed on the March 2016 Planning Commission's agenda, the annexation hearing is scheduled for City Council on March 15, 2016. Confirmation of interim land use and zoning is tentatively planned for the zoning public hearing in May of 2016. 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.

/dle
 Attachments

cc:	S. Allison Baker, Sr. Assistant City Manager William Holbrook, Police Chief Teresa Knox, City Attorney Dana Higgins, City Engineer Krista Hampton, Planning & Development Services Deborah Livingston, Community Development Director Roger Myers, Business License Administrator Angela Adams, Water Customer Service Jerry Thompson, Building Official Susan Leitner, Engineering Denny Daniels, Engineering Carolyn Wilson, Police Planning & Research Alfreda Tindall, Richland County 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Aubrey Jenkins, Fire Chief Joseph Jaco, Utilities and Engineering Robert Anderson, Public Works Director Jeff Palen, Finance Director George Adams, Fire Marshal Brian Cook, Zoning Administrator Kimberly Gathers, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Zach Kay, Dev. Center Administrator
-----	---	---

Planning Commission Zoning Recommendation: RG-2 (Zoning classification) by 6-0 on 3/7/2016 (mm/dd/yyyy).

Planning Commission Land Use Recommendation: AC-2 (Land Use classification) by 6-0 on 3/7/2016 (mm/dd/yyyy).

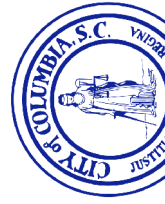
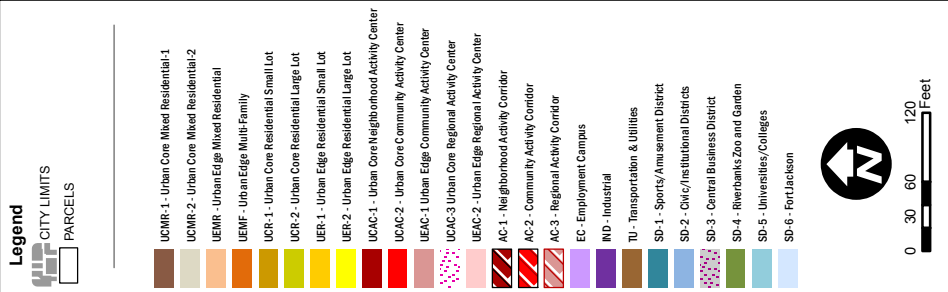

 (Signature of Interim Annexation Coordinator)

Future Land Use Map

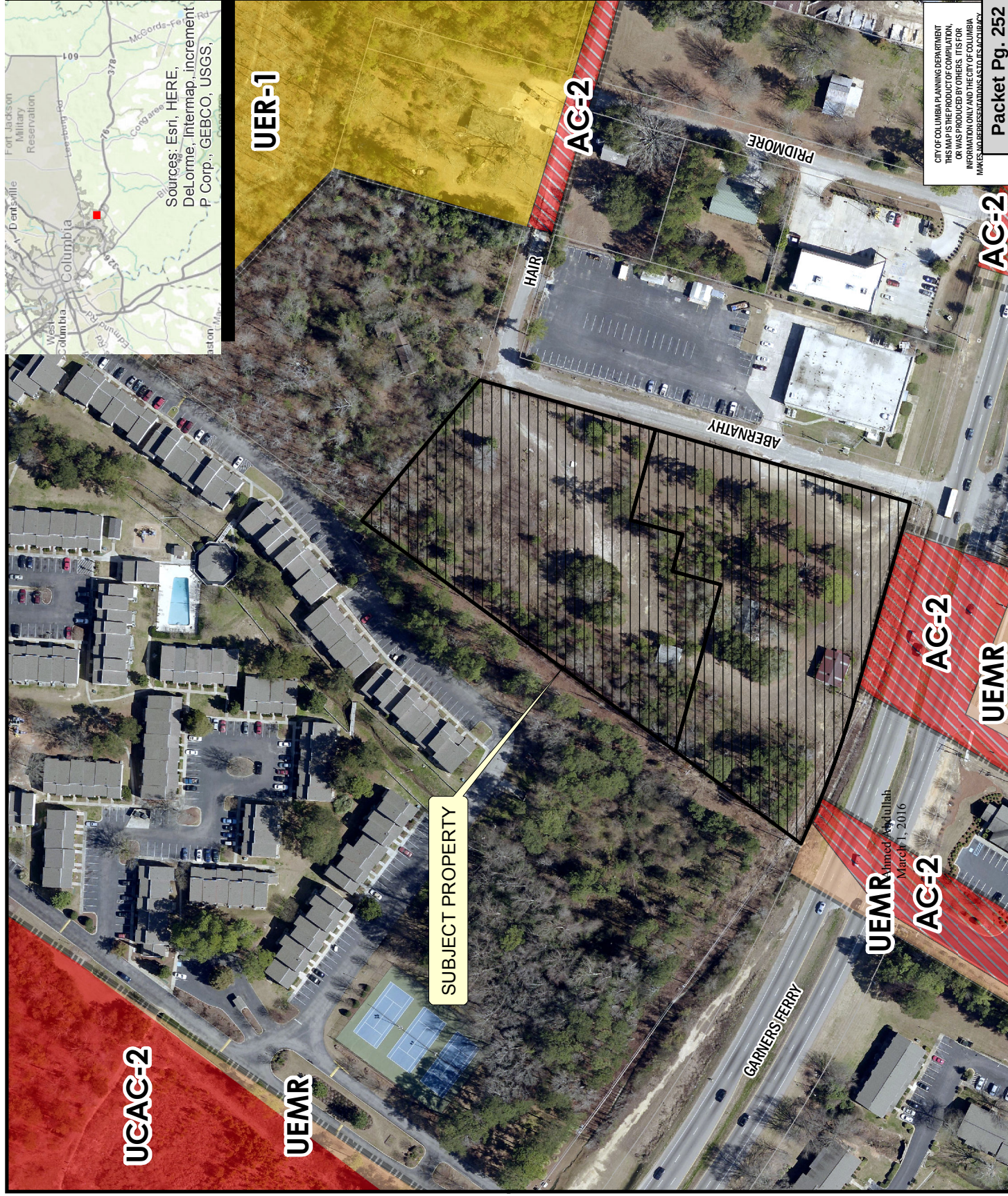
7660 Garners Ferry Road and 825 Abernathy
TMS# 116314-01-02 and 16314-01-03 FLU: AC-2

26.e

Department of Planning & Development Services



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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Packet Pg. 252

** DATA SOURCE - CITY OF COLUMBIA GIS DIVISION

Zoning Map

Department of Planning & Development Services

7660 Garners Ferry Road and 825 Abern

TMS# 116314-01-02 and 16314-01-03 ZONED: GC

26.e

Legend



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	Ft. Jackson Overlay



0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:

This map was prepared by:

Ahmed Abdullah

February 11, 2016

DISCLAIMER:

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We Are Columbia

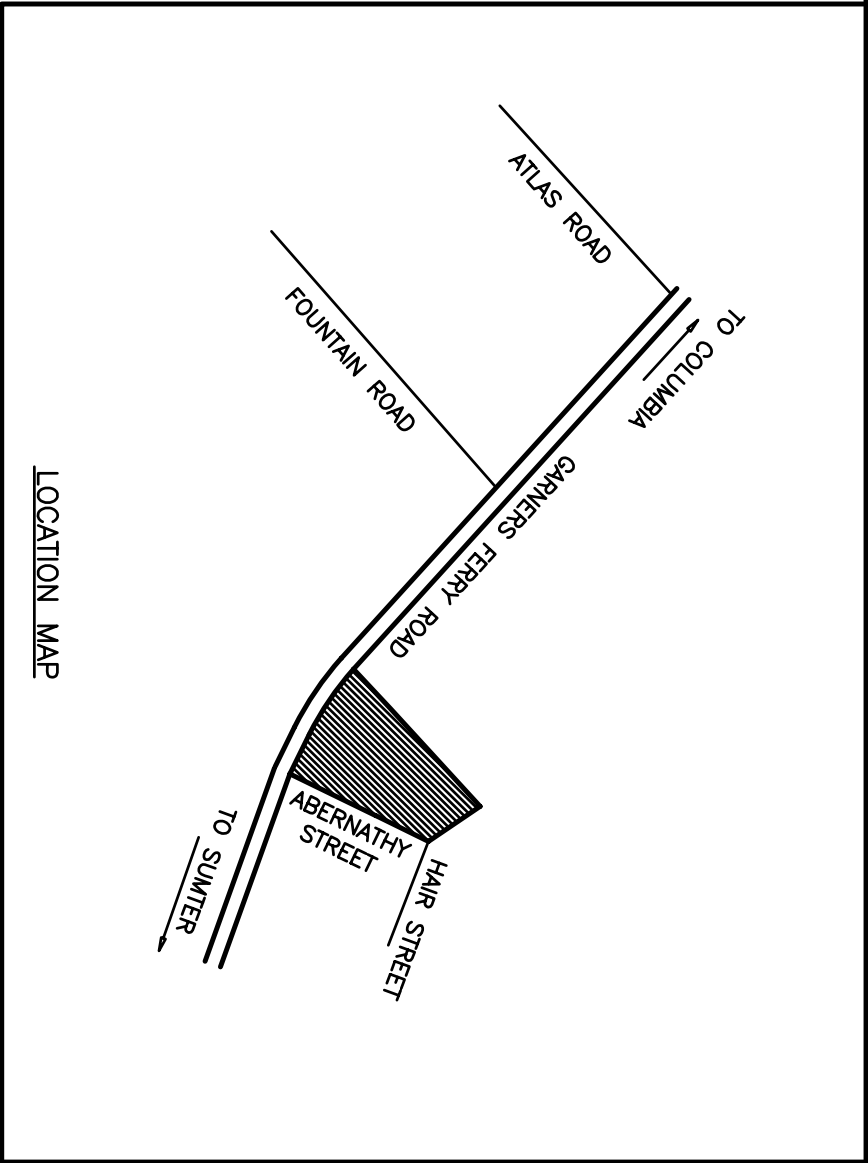
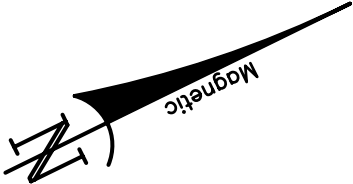
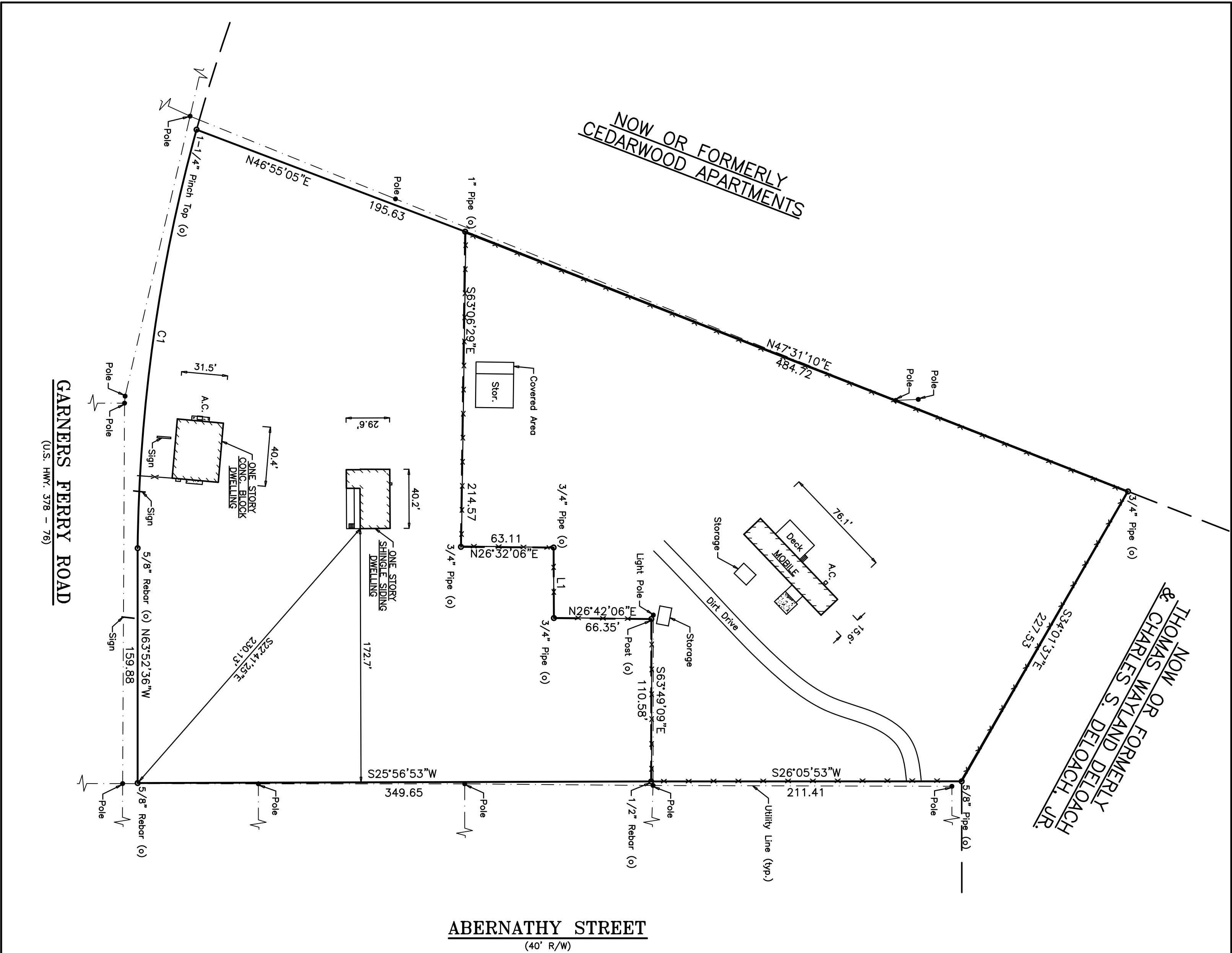


Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, Columbia, SC



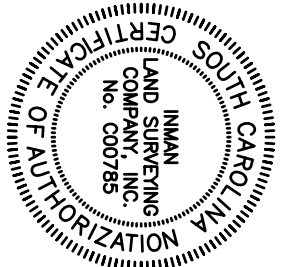
SUBJECT PROPERTY

Packet Pg. 253



CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	CHORD
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				N55°51'40\"W

LINE TABLE		
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PLAT PREPARED FOR:

SHANDON TERRACE, LLC

RICHLAND COUNTY, NEAR COLUMBIA, SOUTH CAROLINA

DATE: JUNE 19, 2004

SURVEY NO.: E05010

BOOK 210-54

T.M.S. NO. 16314-1-2 & 16314-1-3

S.F. 127 No. 13

SCALE: 1" = 50'

0 25' 50' 100'

TOTAL AREA = 4.74 ACRES

RATIO OF PRECISION = 1/10,000

AREA BY COORDINATE METHOD

INMAN LAND SURVEYING COMPANY, INC.

2223 BULL STREET COLUMBIA SOUTH CAROLINA 29201

PHONE 252-1797 FAX 252-1798

RICHARD P. INMAN

P.L.S. NO. 13385

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THESE SURVEYING HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

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

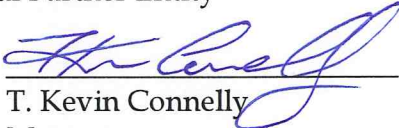
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Property Address: 7660 Garners Ferry Road and 825 Abernathy Street

ABERNATHY PLACE, LP
a South Carolina limited partnership

BY: Abernathy One, LLC
ITS: General Partner Entity

BY: 
T. Kevin Connelly
ITS: Manager

DATE: 3-3-16



CITY COUNCIL ZONING MAP AMENDMENT CASE SUMMARY

REZONE FROM RS-1, -FP (SINGLE-FAMILY RESIDENTIAL, FLOODPLAIN AREA) TO RS-2, -FP (SINGLE-FAMILY RESIDENTIAL, FLOODPLAIN AREA)

1829, 1859 & 1863 W. BUCHANAN DRIVE (TMS#13907-03-28, 13907-03-29 & 13907-03-30)

Zoning Public Hearing – May 17, 2016 at 7:00 PM
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Subject Property:	1829, 1859 and 1863 West Buchanan Drive; TMS#13907-03-28, -29, and -30		
Council District:	4		
Proposal:	Rezone parcels from RS-1, -FP to RS-2, -FP		
Applicant:	John B. Blackmon		
Current Land Use Plan:	UER- 2 Urban Edge Residential - Large Lot	Proposed Land Use Plan	UER- 2 Urban Edge Residential - Large Lot
Current Zoning:	RS-1, -FP	Proposed Zoning:	RS-2, -FP
Present Use:	Single Family Residential	Proposed Use:	Single Family Residential

CASE HISTORY

Staff Recommendation	Rezone from RS-1 to RS-2	DENIAL
PC Recommendation: 03/07/2016	Rezone from RS-1 to RS-2	APPROVE (7-0)
Zoning Public Hearing: 05/17/2016	Rezone from RS-1 to RS-2	PENDING

APPLICATION REQUEST

The proposal is to rezone the RS-1, -FP parcels to RS-2, -FP. The applicant states they are requesting to rezone the properties to combine the lots and redraw them with three frontages of 68, 68, and 70 feet fronting on West Buchanan.

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Currently, the proposal consists of three individual lots. The total acreage of the three parcels is approximately 1.014 acres and is located at the North West intersection of Buchanan Drive and Belmont Drive. The entirety of 1829 West Buchanan and a majority of the other two lots are located within a FEMA designated flood hazard area.

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Subject parcels are designated “Urban Edge Residential Large Lot (UER-2) in *The Columbia Plan 2018 Future Land Use Map*.

Urban Edge Residential Large Lot neighborhoods represent many of the City’s 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

Secondary Types:

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

Tertiary Types:

- Small Format Business/
Employment
- Small Format Civic/
Institutional
- Cemeteries & Mausoleums

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

The subject parcels are not covered by an area plan which has been adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcels are currently zoned RS-1 in the City of Columbia, and is located within the –FP Floodplain Area Overlay.

The proposed zoning district is RS-2 Single-Family Residential District within the City of Columbia. The RS-2 district is 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 district or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

The subject properties are of a similar lot size and configuration to those lots found in the adjacent RS-1 District. A rezoning of the parcels to RS-2 would allow for decreased setbacks, lot widths, and lot size, which would not reflect the character of the surrounding community.

STAFF RECOMMENDATION

Staff recommends denial of the request to rezone the parcels from RS-1, -FP to RS-2, -FP.



BUCHANAN

BELMONT

BUCHANAN

BELMONT

Future Land Use Map

1829, 1859, and 1863 West Buchanan Drive
TMS# 13907-03-28, 13907-03-29 and 13907-03-30 **FLU: UER-2**

27.a

Department of Planning & Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- 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



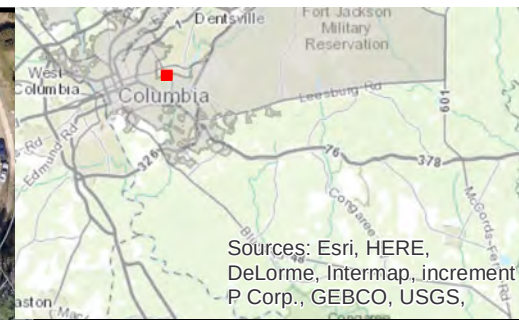
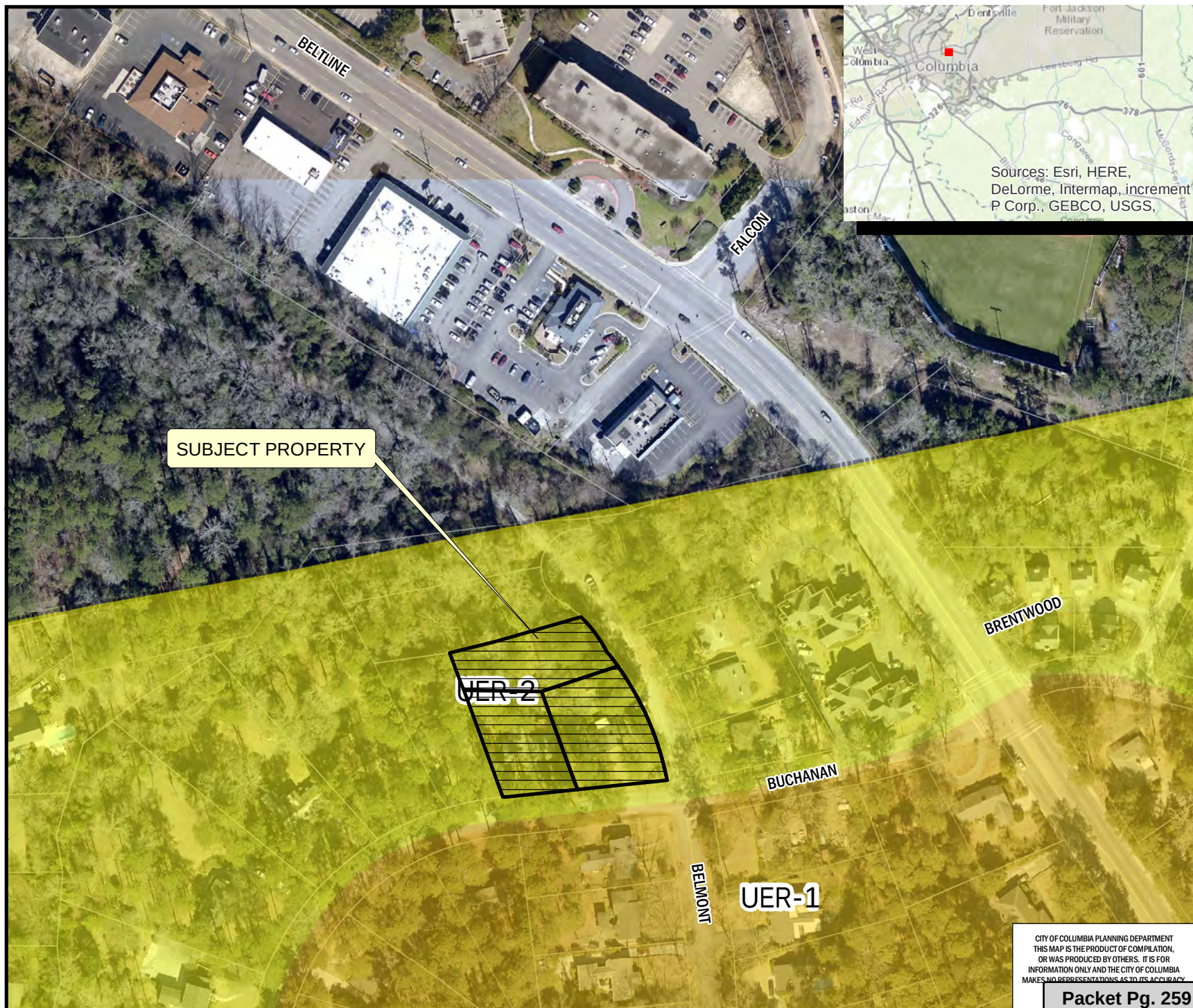
0 30 60 120 Feet

ORIGINAL PREPARATION/DATE:

This map was prepared by:
Ahmed Abdullah
February 16, 2016



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
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MAKES NO REPRESENTATIONS AS TO ITS ACCURACY

Packet Pg. 259

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

1829, 1859 and 1863 West Buchanan Drive
TMS# 13907-03-28, 13907-03-29 and 13907-03-30 ZONED: RS-1

27.a

Legend

 CITY LIMITS
 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	 Ft Jackson Overlay



0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Ahmed Abdullah
February 16, 2016

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

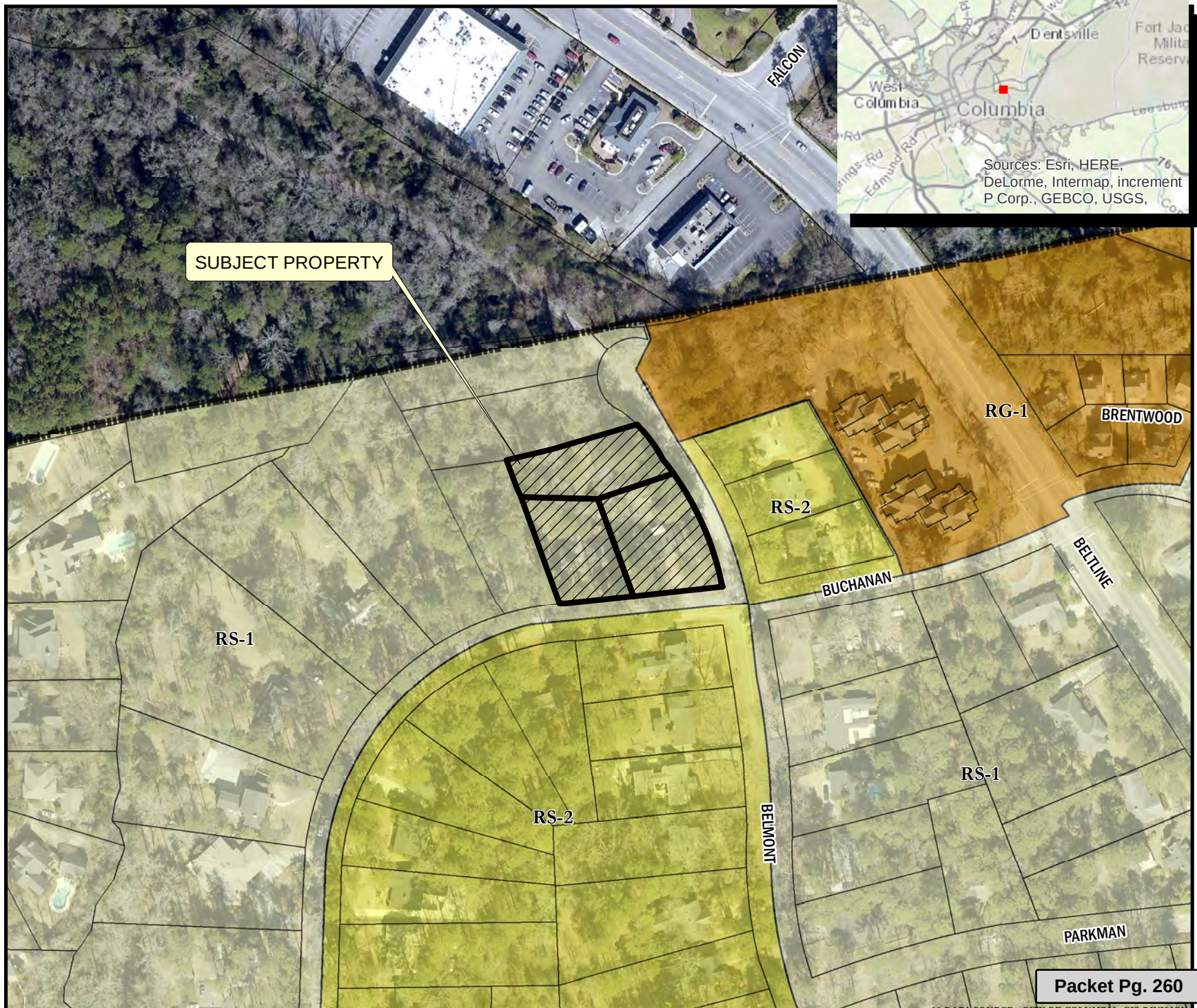


Table of Permitted Uses
RS-1, RS-1A, RS-1B, RS-2, and RS-3

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

ORDINANCE NO.: 2016-023*Granting encroachment to St. Luke Lutheran Church for
directional signs on the southwest corner of Whaley Street and Wayne Street*

WHEREAS, St. Luke Lutheran Church (hereinafter "Grantee") desires to utilize a portion of the right of way area at the southwest corner of Whaley Street and Wayne Street for placement and maintenance of a directional sign as shown on the attached pictures; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the sidewalk 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 _____, 2016, that Grantee, its successors and assigns is hereby granted the right to utilize a portion of the right of way area at the southwest corner of Whaley Street and Wayne Street for placement and maintenance of a directional sign as shown on the attached pictures.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED, HOWEVER, that in exercising the privileges granted under this ordinance, Grantee, its successors and assigns, will indemnify and save harmless the City from any and all claims or causes of action which may arise by reason of the construction or maintenance of the aforesaid encroachment.

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.

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

1. The sign shall be no more than four (4') feet in total height and placed on the southwest corner of Whaley Street and Wayne Street to not obstruct the visibility of pedestrian or vehicular traffic at the intersections of Whaley Street and Wayne Street.

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

Last Revised: 3/29/2016
16030553

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:

City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) ***Business signs are NOT permitted via an encroachment. An encroachment must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and is subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your homeowners' policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management.***

Please complete and submit this form along with any attachment(s) to Shari Ardis by e-mail at slardis@columbiasc.net ; fax at 803-737-4250; or mail to Shari Ardis, Legal Department, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below and not through the Legal Department. Chip Timmons with Risk Management (733-8306 or catimmons@columbiasc.net) should be contacted regarding the insurance requirements.

Date: 03/04/2016

Property Owner: St. Luke Lutheran Church

Applicant's Name if different from Property Owner:

Contact Information: Telephone Number: 803-771-0198

Fax Number:

Mailing address: 1127 Olympia Avenue

E-mail address: stlukeolympia@sc.rr.com

Encroachment Location (Address): 612 Whaley St, SW corner of Whaley St and Wayne St

(If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1100 block of Laurel Street)

Tax Map Number for Encroachment Location: R08913-16-05

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers
☐ Walkway/Side walk ☐ Underground Utilities ☒ other

If Other - specify: Church directional sign

Dimensions (height/width/length):

(i.e., 6'x42' wooden privacy fence; two 12"x4' concrete step; two 12"x12" x24" brick columns; 4'x15' brick paver walkway)

Construction material:

Please provide photographs and drawing or site plan **drawn to scale** - no larger than 8-1/2 x 11.

XX **Church Directional Signs** (Must provide picture or drawing of proposed signs that reflect dimensions)

Location(s) signs are to be placed (i.e. Northeast corner of Main Street) 612 Whaley St; near the SW corner of Whaley St



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.

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

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
 kbcCook@columbiasc.net
 jlthompson@columbiasc.net
 fcpinckney@columbiasc.net
 aemoore@columbiasc.net
 rlharkins@columbiasc.net
 jddaniels@columbiasc.net
 raanderson@columbiasc.net
 rgsweatt@columbiasc.net
 ddbrewer@columbiasc.net
 sehollar@columbiasc.net
 jphooks@columbiasc.net
 catimmons@columbiasc.net
 cfdgkoon@columbiasc.net
 spade@columbiasc.net

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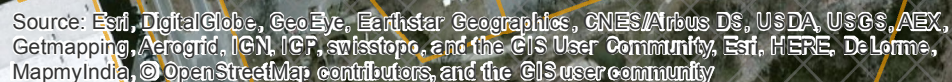
St. Luke
Lutheran Church



St. Luke
Lutheran Church



Wednesday, May 11, 2016



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ORDINANCE NO. : 2016-028

Granting an encroachment to the University of South Carolina for the use of the right of way areas of the 600 and 700 blocks of Park Street for installation and maintenance of bollards, parking spaces, accessible ramp with handrails, irrigation, curbing, gutters and sidewalks adjacent to the Carolina Coliseum at 701 Assembly Street, Richland County TMS #08915-08-01

WHEREAS, the University of South Carolina (hereinafter "Grantee") desires to use a portion of the right of way areas of the 600 and 700 blocks of Park Street for installation and maintenance of an accessible ramp with handrails approximately five (5') feet in width and fourteen (14') feet in length; six (6) parking spaces; concrete sidewalk varying in width from approximately twelve (12') feet at its foremost point and five (5') feet and approximately twenty-four (24') feet in length, curb and gutter measuring approximately fifty (50') feet in length and two feet six inches (2'6") in width, and landscaping and irrigation system; 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 _____, 2016, that Grantee is hereby granted the right to use the right of way areas of the 600 and 700 blocks of Park Street for installation and maintenance of an accessible ramp with handrails approximately five (5') feet in width and fourteen (14') feet in length; six (6) parking spaces; concrete sidewalk varying in width from approximately twelve (12') feet at its foremost point and five (5') feet and approximately twenty-four (24') feet in length, curb and gutter measuring approximately fifty (50') feet in length and two feet six inches (2'6") in width, and landscaping and irrigation system; as shown on the attached drawings.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia, South Carolina Department of Transportation 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 driveways or parking spaces, 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. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
3. All trees shall be protected and no large tree roots shall be removed from any existing trees, nor shall trees be located too close to streetlights.
4. Grantee is responsible for all maintenance of items approved by this ordinance for placement within the right of way area and assuring that all accessibility and ADA requirements are met and maintained.

5. Grantee is to coordinate existing and proposed crosswalks, ramps and curb cuts to insure proper alignment.

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

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

Requested by:

Assistant City Manager Gentry

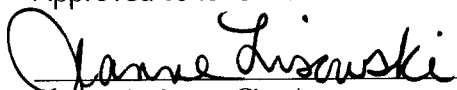
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

**CITY COUNCIL
ENCROACHMENT SUMMARY
2016-028**



**701 ASSEMBLY STREET
700 AND 600 BLOCK OF PARK STREET
UNIVERSITY OF SOUTH CAROLINA**

CAROLINA COLISEUM PARK STREET IMPROVEMENTS

Subject Property:	701 Assembly Street, TMS#08915-08-01
Council District:	2
Proposal:	Request approval for the installation and maintenance of bollards, parking spaces, accessible ramp with handrails, irrigation, curb and gutter and sidewalks, as shown on the attached drawing.
Applicant:	University of South Carolina
Staff Recommendation:	Approval.
Conditions:	1. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets; 2. All trees shall be protected; 3. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained; 4. Grantee is to coordinate existing and proposed crosswalks, ramps and curb cuts to insure proper alignment.

Detail:	The applicant is requesting an encroachment ordinance to installation and maintenance of an accessible ramp with handrails measuring approximately five (5') feet in width and fourteen (14') feet in length, six (6) parking spaces each measuring approximately ten (10') feet in width and sixteen (16') feet in length, concrete sidewalk varying in width between approximately twelve (12') feet at its foremost point and five (5') feet and approximately twenty-four (24') feet in length, curb and gutter measuring approximately fifty (50') feet in length and two feet six inches (2' 6") in width, and landscaping and irrigation system, all as shown on the attached drawings.
----------------	--

CITY AGENCY COMMENTS FOR ENCROACHMENT

Planning & Development	Recommend approval.
Streets	Recommend approval.
Utilities & Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Fire Department	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.

**REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)**

29.a

Packet Pg. 270

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 required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: utility systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (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 email 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: Jan 26, 2016 Property Owner: University of South Carolina
Applicant's Name if different from Property Owner: Ann Derrick
Contact Information: Telephone Number: 777-5811 Fax Number: _____
Mailing address: 743 Greene Street Columbia SC 29208 E-mail address: aderrick@fmc.sc.edu

Business Name/Development Name for Encroachment: _____

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☒ Irrigation System ☒ Landscaping ☐ Driveway ☐ Pavers ☒ Sidewalk/Walkway
☒ Planters ☐ Awning ☐ Underground Utilities Other: _____

Dimensions (height/width/length): See attached site plan for dimensions
(i.e. 6'x42' wooden privacy fence;
two 12'x4'x3' concrete steps)

Construction material: Concrete

☐ **OUTDOOR DINING:** The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: _____

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title: AMY E. STONE
Date: 3-16
SECRETARY, UNIVERSITY OF S.C.

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-343-8779	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcCook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jthompson@columbiasc.net
Fanessa Pinckney	Development Services (Permits)	803-545-3420	803-733-8699	fcpinckney@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Robert Harkins	Development Services (Plans Review)	803-545-3420	803-733-8647	rlharkins@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweat	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddb Brewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
David Koon	Fire Department	803-545-3701	803-401-8839	cfidgkoon@columbiasc.net
John David Spade	Parking Services	803-545-3070	803-733-8523	spade@columbiasc.net

LR: 7/2014

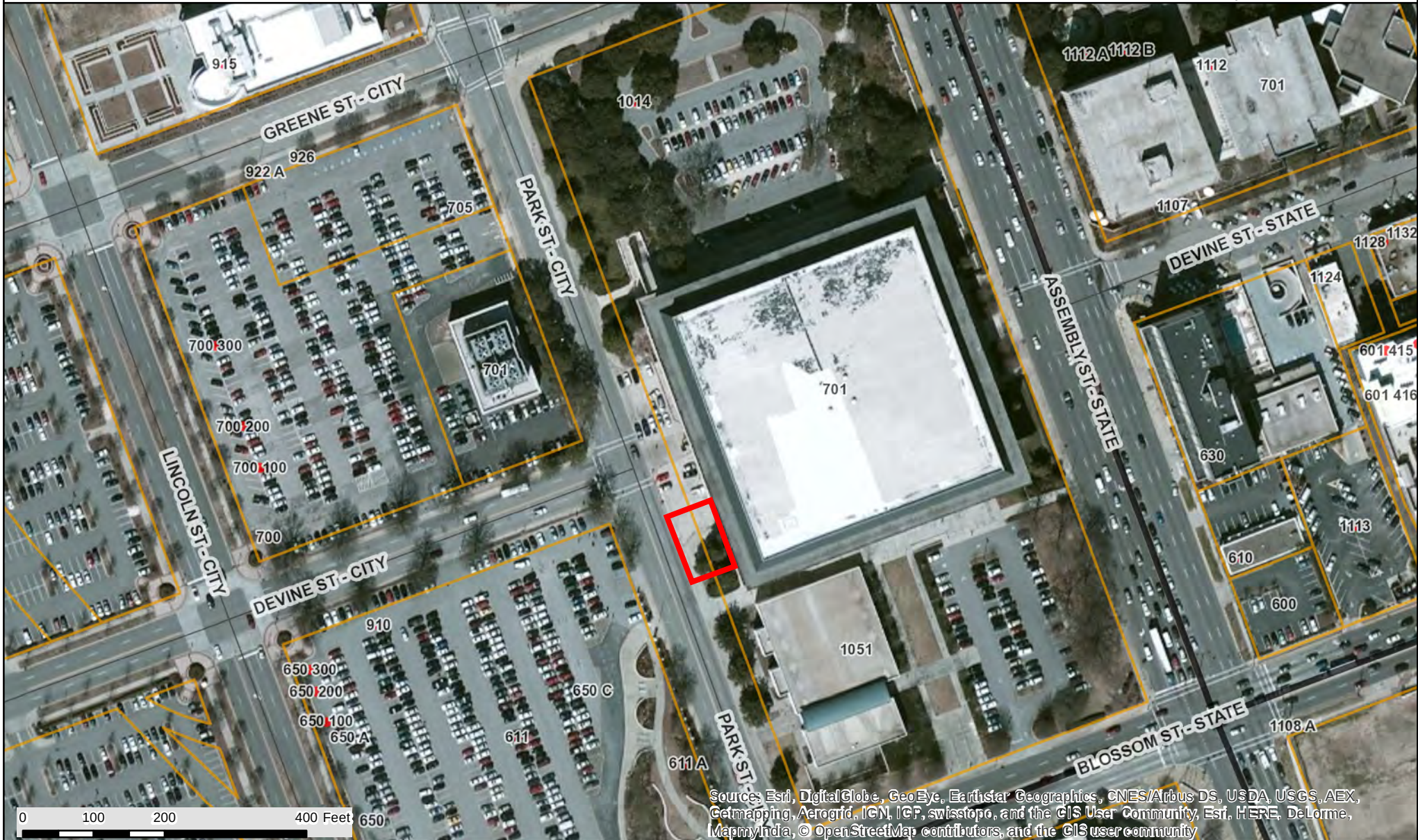
City of Columbia

Carolina Coliseum Park Street Encroachment

29.a



Thursday, March 17, 2016



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

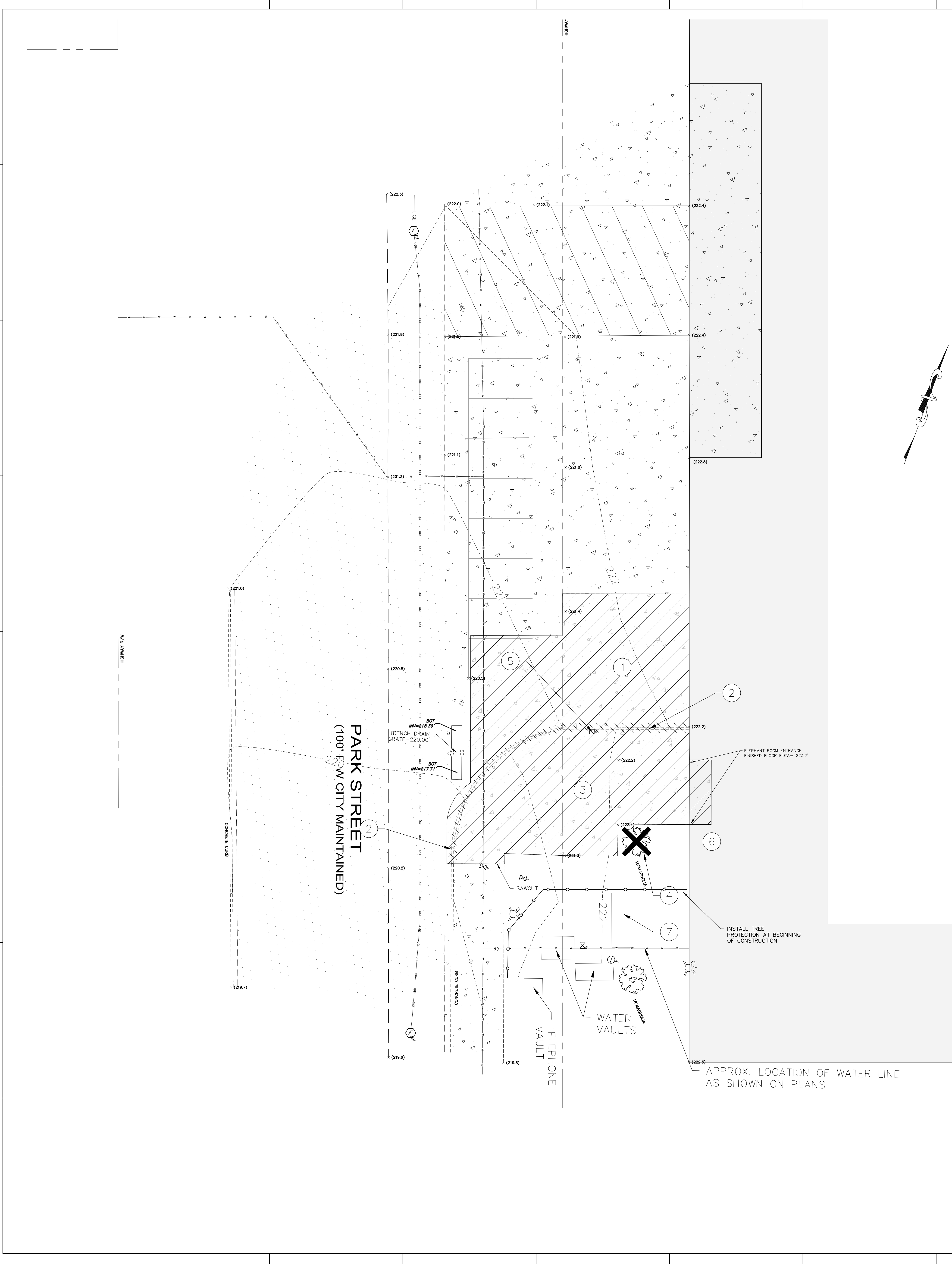
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Packet Pg. 271





DEMOLITION NOTES

1) THE CONTRACTOR SHALL FIELD VERIFY ALL ITEMS TO BE DEMOLISHED AND REMOVED FROM THE SITE. THE VERIFICATION PROCESS SHALL INCLUDE VISITING AND WALKING THE SITE. ALL ITEMS REQUIRING DEMOLITION/REMOVAL, WHETHER SHOWN ON THIS PLAN OR NOT, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

2) PRIOR TO COMMENCEMENT OF TREE REMOVAL THE CONTRACTOR SHALL WALK THE SITE WITH THE OWNER AND/OR OWNER'S REPRESENTATIVE TO IDENTIFY TREES AND/OR VEGETATION TO REMAIN. PROTECTION OF IDENTIFIED TREES AND/OR VEGETATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

3) THERE SHALL BE NO BURNING ON SITE.

4) EXISTING IMPROVEMENTS SO NOTED, ARE TO BE REMOVED FROM THE SITE BY THE CONTRACTOR AND DISPOSED OF ACCORDING TO APPLICABLE REGULATIONS.

5) THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE REMOVAL AND/OR RELOCATION OF ALL UTILITIES (ABOVE AND BELOW GROUND LEVEL) AS NECESSARY TO ACCOMMODATE THE IMPROVEMENTS SHOWN ON THESE PLANS AND AS REQUIRED TO FACILITATE CONSTRUCTION.

6) THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL SERVICES WHICH ARE INDICATED TO BE EXTENDED OR OTHERWISE REUSED.

7) ALL EXISTING CONCRETE AND/OR ASPHALT PAVEMENT THAT IS INDICATED ON THESE PLANS TO BE REMOVED FROM THE PROJECT SITE SHALL BE DISPOSED OF OFF SITE BY THE CONTRACTOR ACCORDING TO APPLICABLE CODES.

8) THE CONTRACTOR SHALL CONSULT THE OWNER REGARDING SALVAGE. ANY ITEMS NOT RETAINED BY THE OWNER SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DEMOLISH AND/OR LEGALLY DISPOSE OF.

9) EROSION AND SEDIMENT CONTROL DEVICES MUST BE IN PLACE PRIOR TO DEMOLITION.

10) IF ANY HAZARDOUS MATERIAL IS ENCOUNTERED DURING DEMOLITION, THE CONTRACTOR SHALL COORDINATE WITH THE OWNER AND APPROPRIATE AGENCIES FOR PROPER REMOVAL AND DISPOSAL.

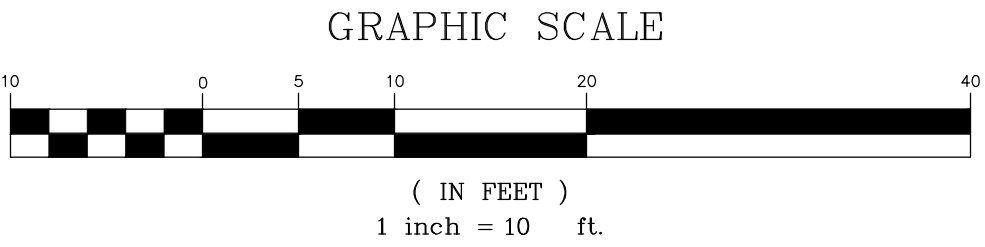
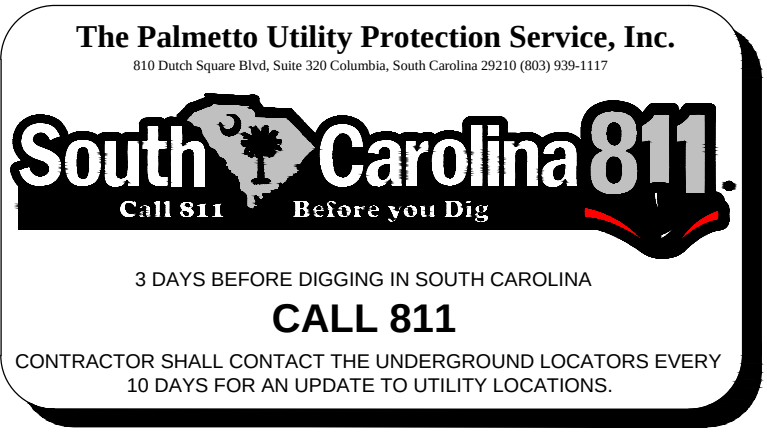
11) DEMOLITION SHALL MEET ALL APPLICABLE STATE, LOCAL, AND FEDERAL REGULATIONS. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING APPLICABLE DEMO AND DISPOSAL PERMITS.

12) CONTRACTOR SHALL GRADE DEMOLISHED AREAS TO DRAIN (PIPES, PARKING, ETC.)

LEGEND		
DEMOLITION	EXISTING	DESCRIPTION
N/A		BENCHMARK/CONTROL POINT
N/A		PROPERTY LINE/RIGHT OF WAY
N/A		BUILDING
N/A		LIGHT POLE
N/A		TREE
		BITUMINOUS SURFACE
		CONCRETE SURFACE
N/A		CONTOUR
N/A		SPOT ELEVATION
N/A		CHAIN LINK FENCE
N/A		WATER VALVE
N/A		WATER METER
N/A		UNDERGROUND ELECTRIC LINE w/LIGHT POLE
N/A		SANITARY SEWER LINE w/MANHOLE
N/A		SANITARY SEWER CLEANOUT
N/A		STORM DRAIN LINE w/STRUCTURE
①	N/A	KEY NOTE REFERENCE

- KEY NOTES**
- ① SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT ALONG EXISTING JOINT
 - ② REMOVE EXISTING CURB AND GUTTER
 - ③ REMOVE EXISTING CONCRETE SIDEWALK
 - ④ REMOVE EXISTING MAGNOLIA TREE
 - ⑤ REMOVE METER BOX AND RESET AT NEW GRADES
 - ⑥ SEE ARCH PLANS FOR BUILDING DEMO SCOPE
 - ⑦ EXISTING CHILLER, PAD, PIPING, ETC. TO BE REMOVED COMPLETE -- SEE MECHANICAL

- GENERAL NOTES**
- TOPOGRAPHIC SURVEY WAS COMPLETED BY AECOM ON NOVEMBER 2015. NO BOUNDARY OR TOPOGRAPHIC SURVEY WAS PERFORMED BY R.B. TODD CONSULTING ENGINEERS.
 - OWNER: USC FACILITIES
743 GREENE STREET
COLUMBIA SC 29208
PHONE NUMBER: 803-777-5500
TMS: 08915-08-01
ZONING: C-1
DEVELOPMENT ADDRESS: 701 ASSEMBLY STREET
TOTAL ACREAGE: 9.1 ACRES
DISTURBED AREA: 3700 SF
 - ACCORDING TO FEMA FLOOD INSURANCE RATE MAP 45079C0094H, DATED FEB 20, 2002, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X".
 - THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS.
 - THE CONTRACTOR SHALL NOTIFY PUPS AT 1-888-721-7877 AT LEAST 72 HOURS PRIOR TO CONSTRUCTION TO HAVE ALL UNDERGROUND UTILITIES LOCATED.



CRBTODD
CONSULTING ENGINEERS
7436 Broad River Road, Suite 212
Irmo, S.C. 29063
Tel. 803.781.3141
Fax. 803.781.3142
www.rbtodd.com

GARVINDESIGNGROUP
803.212.1032 p / 803.212.1074 f
P.O. Box 18
Columbia, SC 29902
1709 Lincoln Street

PROFESSIONAL SEALS

CRBTODD
R.B. TODD
ASSOCIATES, INC.
NO. 003947
SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
EXPIRATION DATE 12/31/2016

GARVINDESIGNGROUP
SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
EXPIRATION DATE 12/31/2016

PROJECT TITLE
MEN'S BASKETBALL OFFICE AND TEAM SPACES RENOVATION

Carolina Coliseum
701 Assembly Street
Columbia, SC 29201

REVISIONS		DATE
NO.	NAME	

DRAWN BY: Author
CHECKED BY: Checker

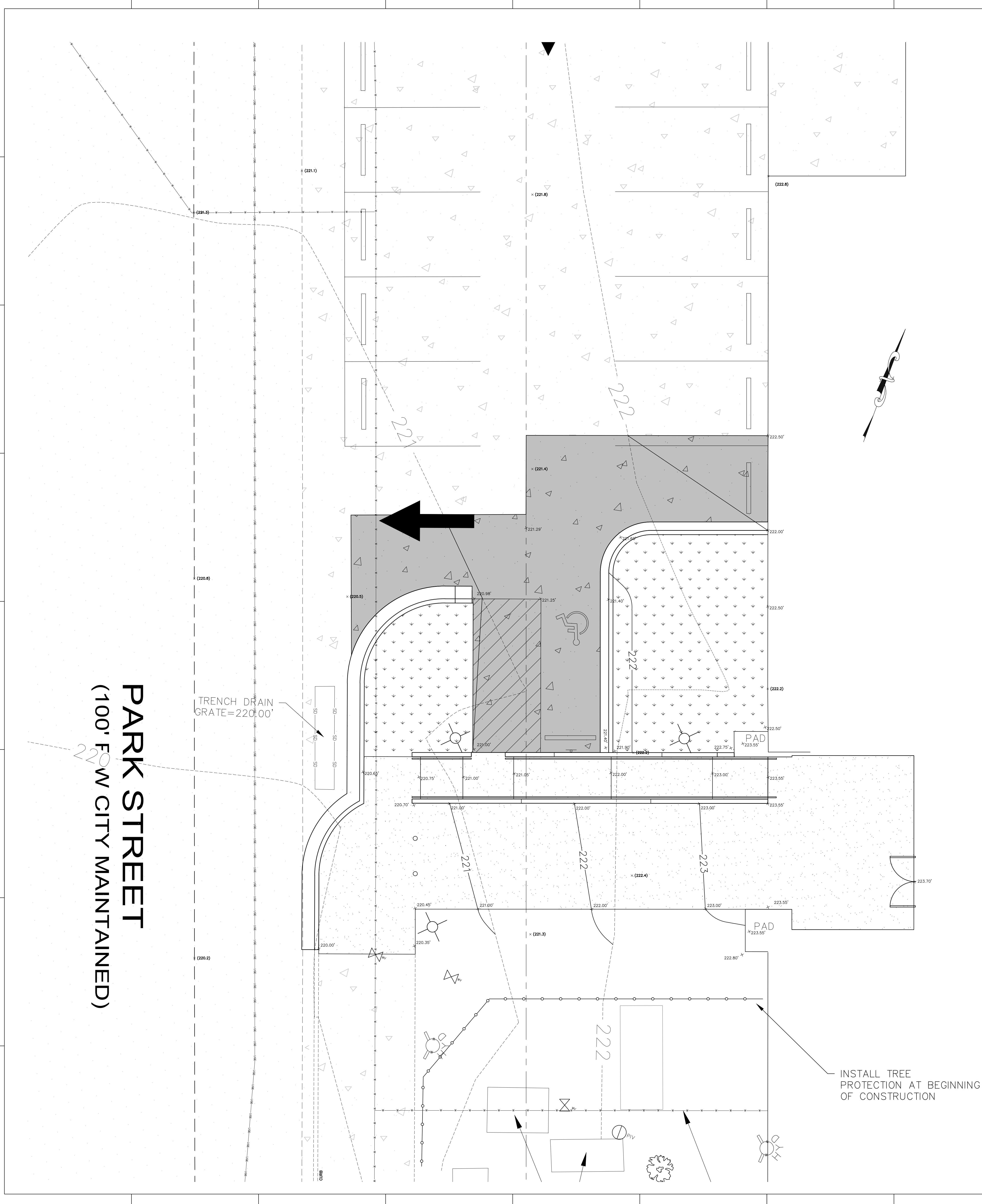
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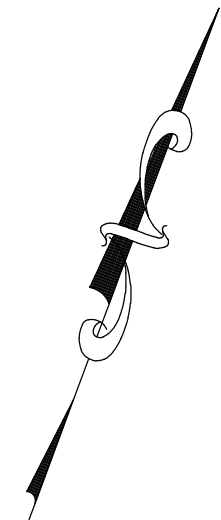
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DRAWING TITLE
Existing Conditions and Site Demo Plan

PROJECT NO.
C1.0

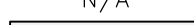
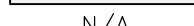
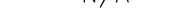
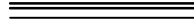
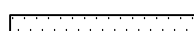
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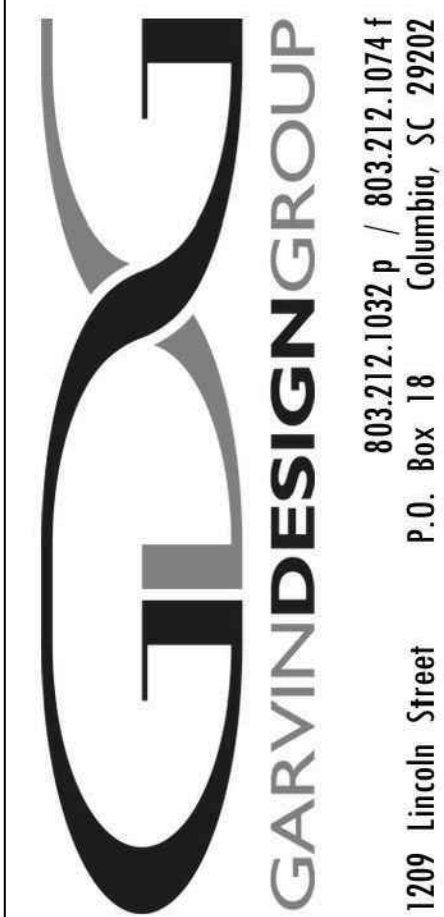
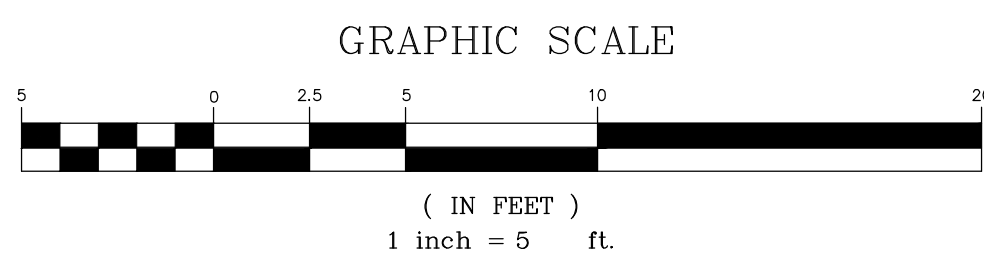


- 1 NEW CONCRETE SIDEWALK
- 2 NEW CONCRETE PAVEMENT
- 3 NEW 24" CURB AND GUTTER
- 4 NEW 18" CURB AND GUTTER
- 5 NEW INTEGRATED CURB WITH SIDEWALK
- 6 NEW ACCESSIBLE RAMP WITH HANDRAILS
- 7 NEW HANDICAP INSIGNIA (COLOR BLUE)
- 8 NEW 45° ANGLED STRIPING AT 2' ON CENTER (COLOR BLUE)
- 9 NEW ACCESSIBLE PARKING SIGN ON BLACK 2.5" DIA POST
- 10 NEW PARKING STRIPING (4" SOLID WHITE) TYP.
- 11 TAPER CURB
- 12 NEW WHEELSTOPS- TYP OF 14
- 13 NEW REMOVABLE BOLLARD - TYP OF 2
- 14 NEW SOLID WHITE DIRECTIONAL ARROW - TYP OF 2
- 15 NEW LIGHT POLE OR CALL STATION - SEE ELECTRICAL
- 16 TAPER TOP CURB TO BE LEVEL WITH NEW CONC PAD
- 17 NEW CONCRETE PAD - SEE ARCH

LEGEND

NEW	EXISTING	DESCRIPTION
N/A		BENCHMARK/CONTROL POINT
		BUILDING
N/A		LIGHT POLE
		CURB AND GUTTER
		CONCRETE SIDEWALK
		TRAFFIC CONCRETE SURFACE
		BITUMINOUS SURFACE
	N/A	KEY NOTE REFERENCE
		NEW LIGHT POLE
		NEW LANDSCAPE AREA

1. TOPOGRAPHIC SURVEY WAS COMPLETED BY AECOM ON NOVEMBER 2015. NO BOUNDARY OR TOPOGRAPHIC SURVEY WAS PERFORMED BY R.B. TODD CONSULTING ENGINEERS.
2. OWNER: USC FACILITIES
743 GREENE STREET
COLUMBIA SC 29208
PHONE NUMBER: 803-777-5500
TWS: 0805-08-01
ZONING: C-1
DEVELOPMENT ADDRESS: 701 ASSEMBLY STREET
TOTAL ACREAGE: 0.1 ACRE(S)
DISTURBED AREA: 3700 SF
3. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP 45070C0094H, DATED FEB 20, 2002, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X".
4. THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS.
5. THE CONTRACTOR SHALL NOTIFY PUPS AT 1-888-721-7877 AT LEAST 72 HOURS PRIOR TO CONSTRUCTION TO HAVE ALL NEARBY UTILITIES LOCATED.



Carolina Coliseum
701 Assembly Street
Columbia, SC 29201

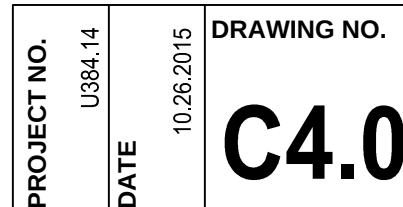
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RAWN BY:	Author
CHECKED BY:	Checker

PROJECT NO.	U384.14
DATE	

DRAWING NO.

C2.0





STATE FISCAL ACCOUNTABILITY AUTHORITY

29.a

INSURANCE RESERVE FUND
POST OFFICE BOX 11066
COLUMBIA, SOUTH CAROLINA 29211

Phone: (803) 737-0020

POLICY NUMBER	FROM	POLICY PERIOD	TO	TYPE OF INSURANCE	DATE PRINTED
T120080016	07/01/2015	07/01/2016		GENERAL TORT LIABILITY	19 JUN 2015

COVERAGE PROVIDED UNDER THIS POLICY PART IS SUBJECT TO THE FOLLOWING FORMS:
CD-01 CD-10 CD-12 CD-37.

NAMED INSURED AND ADDRESS	CONTACT PERSON AND PHONE	FORM #	PAGE
UNIVERSITY OF SOUTH CAROLINA RISK MANAGEMENT COLUMBIA, SC 29208	BRIAN R HANN (803)777-2828	CD-12	1 OF 1
TYPE OF ACTIVITY ENDORSEMENT CERTIFICATE OF INSURANCE			ACTIVITY # 003

EFFECTIVE DATE - 07/01/2015

NAME AND ADDRESS OF CERTIFICATE HOLDER: 0003

CITY OF COLUMBIA
PO BOX 147
COLUMBIA SC 29217-0000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

THIS IS TO CERTIFY THAT A POLICY HAS BEEN ISSUED TO THE ABOVE NAMED INSURED AND IS IN FORCE AT THIS TIME. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THIS POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THIS POLICY.

POLICY EXCLUDES ALL CONTRACTUAL LIABILITY.

CANCELLATION: SHOULD THIS POLICY BE CANCELLED BEFORE EXPIRATION DATE THEREOF THE INSURANCE RESERVE FUND WILL ENDEAVOR TO PROVIDE 30 DAYS WRITTEN NOTICE TO ABOVE NAMED CERTIFICATE HOLDER, BUT FAILURE TO PROVIDE SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY.

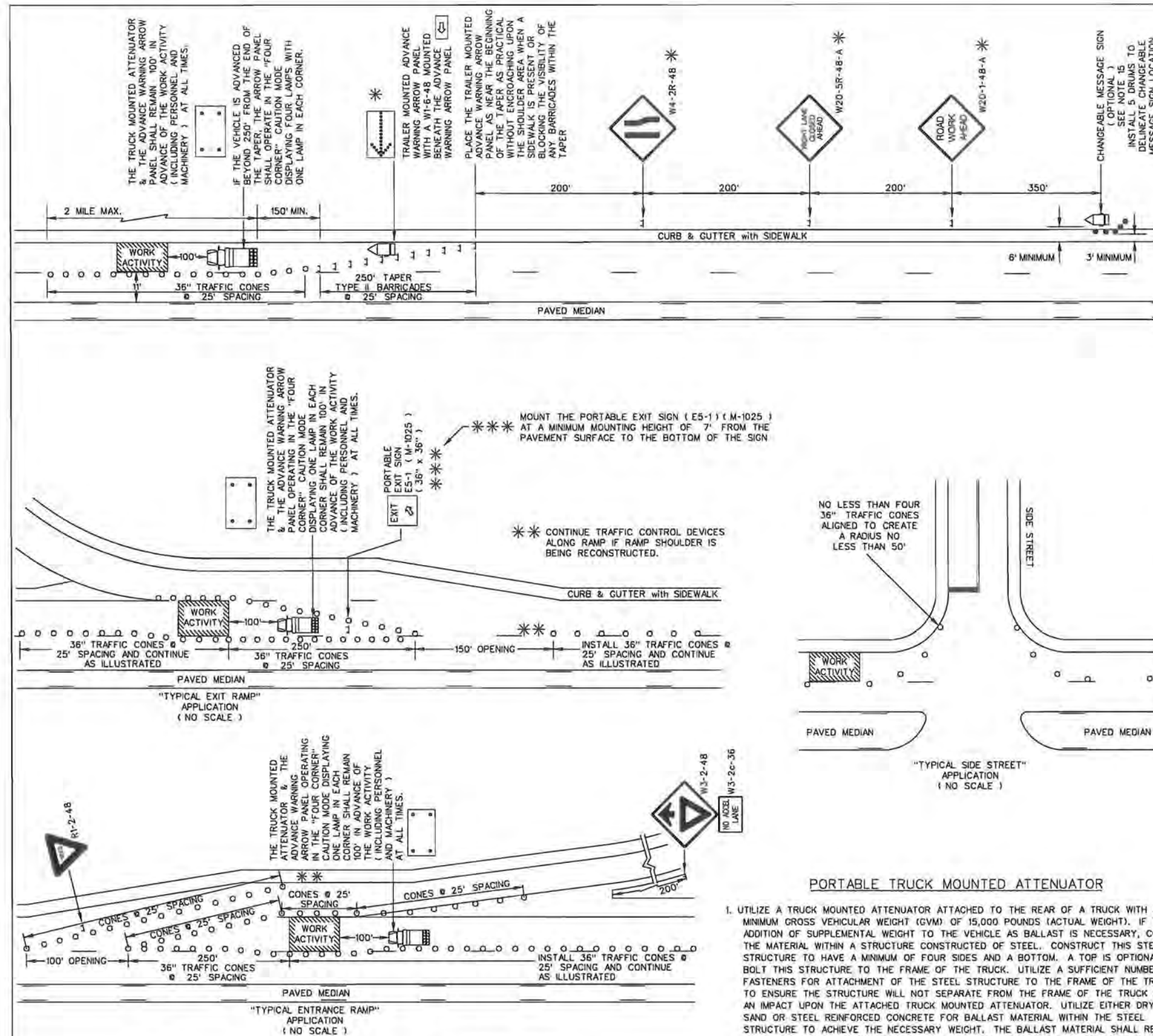
COVERAGE PROVIDED FOR:	LIMIT OF LIABILITY
THE ABOVE NAMED INSURED, ITS EMPLOYEES AND/OR VOLUNTEER EMPLOYEES	\$1,000,000 PER OCCURRENCE

THIS ENDORSEMENT SHOULD BE ATTACHED TO AND BECOME PART OF POLICY T120080016

JUNE 19, 2015

DATE

ANNE MACON SMITH
Director



LEGEND

○ 36" TRAFFIC CONES

THIS DRAWING IS NOT TO SCALE

ADVANCE WARNING ARROW PANEL

ALL ADVANCE WARNING ARROW PANELS SHALL BE 48" x 96" WITH A MINIMUM LEGIBILITY DISTANCE OF 1 MILE. PLACEMENT OF AN ADVANCE WARNING ARROW PANEL MAY REQUIRE ADJUSTMENTS DUE TO HORIZONTAL AND/OR VERTICAL ALIGNMENT OR OTHER SIGHT DISTANCE RESTRICTIONS. THE PANEL FACE SHALL BE NONREFLECTIVE BLACK. ALL ADVANCE WARNING ARROW PANELS SHALL COMPLY WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.

WHEN AN ADVANCE WARNING ARROW PANEL IS REQUIRED TO OPERATE IN THE CAUTION MODE, THE ADVANCE WARNING ARROW PANEL SHALL DISPLAY THE "FOUR CORNERS" CAUTION MODE, WITH ONE LAMP IN EACH CORNER. DISPLAY OF ANY OTHER TYPE OF CAUTION MODE OTHER THAN THE "FOUR CORNERS" CAUTION MODE SUCH AS THE "FLASHING BAR" OR THE "ALTERNATING DIAMOND" CAUTION MODES ARE UNACCEPTABLE AND PROHIBITED.

PORTABLE TRUCK MOUNTED ATTENUATOR

1. UTILIZE A TRUCK MOUNTED ATTENUATOR ATTACHED TO THE REAR OF A TRUCK WITH A MINIMUM GROSS VEHICULAR WEIGHT (GVW) OF 15,000 POUNDS (ACTUAL WEIGHT). IF THE ADDITION OF SUPPLEMENTAL WEIGHT TO THE VEHICLE AS BALLAST IS NECESSARY, CONTAIN THE MATERIAL WITHIN A STRUCTURE CONSTRUCTED OF STEEL. CONSTRUCT THIS STEEL STRUCTURE TO HAVE A MINIMUM OF FOUR SIDES AND A BOTTOM. A TOP IS OPTIONAL. BOLT THIS STRUCTURE TO THE FRAME OF THE TRUCK. UTILIZE A SUFFICIENT NUMBER OF FASTENERS FOR ATTACHMENT OF THE STEEL STRUCTURE TO THE FRAME OF THE TRUCK TO ENSURE THE STRUCTURE WILL NOT SEPARATE FROM THE FRAME OF THE TRUCK DURING AN IMPACT UPON THE ATTACHED TRUCK MOUNTED ATTENUATOR. UTILIZE EITHER DRY LOOSE SAND OR STEEL REINFORCED CONCRETE FOR BALLAST MATERIAL WITHIN THE STEEL STRUCTURE TO ACHIEVE THE NECESSARY WEIGHT. THE BALLAST MATERIAL SHALL REMAIN CONTAINED WITHIN THE CONFINES OF THE STEEL STRUCTURE AND SHALL NOT PROTRUDE FROM THE STEEL STRUCTURE IN ANY MANNER.

2. LOCATE THE TRUCK MOUNTED ATTENUATOR 100 FEET IN ADVANCE OF THE WORK AREA UNLESS OTHERWISE SPECIFIED.

3. PROVIDE, INSTALL AND MAINTAIN THE TRUCK MOUNTED ATTENUATOR AS SPECIFIED BY THE STANDARD SPECIFICATIONS AND AS DIRECTED BY THE ENGINEER.

4. DUE TO THE WEIGHT OF A TRUCK MOUNTED ATTENUATOR, THE TRUCK MOUNTED ATTENUATOR SUPPLEMENTED WITH AN ADVANCE WARNING ARROW PANEL MAY BE REPLACED WITH A TRAILER MOUNTED ADVANCE WARNING ARROW PANEL WHEN THIS TRAFFIC CONTROL SETUP IS UTILIZED FOR ASPHALT CONCRETE PAVEMENT OPERATIONS. REPLACEMENT WITH A TRAILER MOUNTED ADVANCE WARNING ARROW PANEL SHALL REQUIRE THE ENGINEER'S APPROVAL.

- GENERAL NOTES**
1. ALL SIGN LOCATIONS ARE TO BE MEASURED FROM THE WORK AREA. WORK LIMITS FOR THE PROJECT WILL BE DETERMINED BY THE ENGINEER AND AS INDICATED IN THE CONTRACT.
 2. INSTALL ADVANCE WARNING SIGNS MOUNTED ON PORTABLE SIGN SUPPORTS NO LESS THAN 4 FEET FROM THE NEAR EDGE OF THE SIGN TO THE NEAR EDGE OF AN ADJACENT TRAVEL LANE ON ROADWAYS WITH EARTH SHOULDERS AND NO LESS THAN 6 FEET FROM THE NEAR EDGE OF THE SIGN TO THE NEAR EDGE OF AN ADJACENT TRAVEL LANE ON ROADWAYS WITH PAVED SHOULDERS. WHEN CURB & GUTTER IS PRESENT, INSTALL THE SIGN NO LESS THAN 2 FEET FROM THE NEAR EDGE OF THE SIGN TO THE FACE OF THE CURB.
 3. SPACINGS INDICATED ARE FOR NORMAL CONDITIONS; ADJUSTMENTS MAY BE REQUIRED DUE TO HORIZONTAL AND/OR VERTICAL ALIGNMENTS OR OTHER SIGHT DISTANCE RESTRICTIONS.
 4. ALL SIGNS MOUNTED ON PORTABLE SIGN SUPPORTS SHALL HAVE A MINIMUM MOUNTING HEIGHT OF 5 FEET FROM THE GROUND TO THE BOTTOM OF THE SIGN. ALL SIGNS MOUNTED ON GROUND MOUNTED U-CHANNEL POSTS OR SQUARE STEEL TUBE POSTS SHALL HAVE A MINIMUM MOUNTING HEIGHT OF 7 FEET FROM THE GRADE ELEVATION OF THE NEAR EDGE OF THE ADJACENT TRAVEL LANE TO THE BOTTOM OF THE SIGN UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT. MOUNT ALL SIGNS STRAIGHT AND LEVEL AND WITH THE FACE OF THE SIGNS PERPENDICULAR TO THE SURFACE OF THE ROADWAY.
 5. REFLECTORIZE ORANGE ADVANCE WARNING SIGNS AND ANY ORANGE AREAS OF A MULTI-COLORED ADVANCE WARNING SIGN WITH A FLUORESCENT ORANGE COLORED PRISMATIC RETROREFLECTIVE SHEETING. REFLECTORIZE WHITE REGULATORY SIGNS AND ANY WHITE AREAS OF A MULTI-COLORED ADVANCE WARNING SIGN WITH A WHITE COLORED PRISMATIC RETROREFLECTIVE SHEETING.
 6. ALL TRAFFIC CONTROL DEVICES SHALL COMPLY WITH ALL NCHRP REPORT 350 REQUIREMENTS AND SHALL REQUIRE APPROVAL BY THE DEPARTMENT. ONLY THOSE TRAFFIC CONTROL DEVICES INCLUDED ON THE "APPROVED PRODUCTS LIST FOR TRAFFIC CONTROL DEVICES IN WORK ZONES" ARE CONSIDERED ACCEPTABLE FOR USE. THIS LIST MAY BE ACCESSED ON THE DEPARTMENT'S WEB SITE AT: www.scdot.org.
 7. THE CONTRACTOR SHALL PROVIDE AND UTILIZE ANY SPECIAL SIGN MOUNTING ASSEMBLIES AND HARDWARE THAT MAY BE NECESSARY FOR INSTALLING AND MOUNTING SIGNS IN AREAS OF CONCRETE MEDIAN BARRIER, BRIDGE PARAPET WALLS OR DOUBLED FACED GUARDRAIL.
 8. REFLECTORIZATION OF 36" TRAFFIC CONES USED DURING DAYLIGHT HOURS IS NOT REQUIRED. IF THIS TRAFFIC CONTROL SETUP EXTENDS INTO THE NIGHTTIME HOURS, REPLACE ALL 36" TRAFFIC CONES WITH EITHER PORTABLE PLASTIC DRUMS OR 42" OVERSIZED TRAFFIC CONES. REFLECTORIZE ALL PORTABLE PLASTIC DRUMS AND 42" OVERSIZED TRAFFIC CONES WITH TYPE III FLEXIBLE PRISMATIC RETROREFLECTIVE SHEETING UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT.
 9. REFLECTORIZE ALL BARRICADES WITH A TYPE VII OR IX PRISMATIC RETROREFLECTIVE SHEETING ON ALL PROJECTS LET TO CONTRACT AFTER MAY 1, 2012 UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT.
 10. TYPE II BARRICADES SHALL HAVE A MINIMUM WIDTH OF 3 FEET UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT.
 11. CONDUCT THE WORK IN SUCH A MANNER THAT WILL MINIMIZE ENCROACHMENT OF TRAFFIC CONTROL DEVICES, EQUIPMENT, PERSONNEL, MATERIALS OR ANY WORK RELATED VEHICLES ONTO AN ADJACENT TRAVEL LANE OPEN TO TRAFFIC. INSTALL, MAINTAIN AND ADJUST THE TRAFFIC CONTROL DEVICES AS NECESSARY TO ENSURE PROPER DELINEATION OF THE WORK AREA.
 12. LANE CLOSURES ARE RESTRICTED TO MAXIMUM LENGTHS OF 2 MILES UNLESS OTHERWISE DIRECTED BY THE SPECIAL PROVISIONS AND/OR THE DEPARTMENT.
 13. IF WORK IS BEING CONDUCTED SIMULTANEOUSLY AT TWO DIFFERENT LOCATIONS WITHIN THE SAME TRAVEL LANE UNDER TWO SEPARATE LANE CLOSURES ON A LOW SPEED URBAN ROADWAY, SEPARATE THE TWO LANE CLOSURES BY NO LESS THAN 1 MILE FROM THE END OF THE FIRST CLOSURE THAT A MOTORIST WILL ENCOUNTER TO THE BEGINNING OF THE TAPER OF THE SECOND CLOSURE.
 14. IF WORK IS BEING CONDUCTED SIMULTANEOUSLY AT TWO DIFFERENT LOCATIONS IN THE SAME DIRECTION BUT WITHIN DIFFERENT TRAVEL LANES UNDER TWO SEPARATE LANE CLOSURES ON A LOW SPEED URBAN ROADWAY, SEPARATE THE TWO LANE CLOSURES BY NO LESS THAN 2 MILES FROM THE END OF THE FIRST CLOSURE THAT A MOTORIST WILL ENCOUNTER TO THE BEGINNING OF THE TAPER OF THE SECOND CLOSURE.
 15. UTILIZATION OF A CHANGEABLE MESSAGE SIGN IS OPTIONAL WITH THIS TRAFFIC CONTROL SETUP. HOWEVER, WHEN A CHANGEABLE MESSAGE SIGN IS UTILIZED, INSTALL THE SIGN AS ILLUSTRATED ON THIS STANDARD DRAWING UNLESS OTHERWISE DIRECTED BY THE SPECIAL PROVISIONS, THE PLANS AND/OR THE ENGINEER. INSTALL THE CHANGEABLE MESSAGE SIGN NO LESS THAN 6 FEET FROM THE NEAR EDGE OF THE ADJACENT TRAVEL LANE AND SUPPLEMENT THE SIGN LOCATION WITH NO LESS THAN 5 PORTABLE PLASTIC DRUMS FOR DELINEATION AS ILLUSTRATED. 36" STANDARD TRAFFIC CONES OR 42" OVERSIZED TRAFFIC CONES ARE PROHIBITED AS SUBSTITUTES FOR THE PORTABLE PLASTIC DRUMS IN THIS APPLICATION. DURING A RIGHT LANE CLOSURE, THE SIGN SHOULD FLASH ALTERNATELY TO READ "RIGHT LANE CLOSED", "MERGE LEFT" AT A RATE THAT WILL PERMIT MOTORISTS TO READ BOTH MESSAGES AT LEAST ONCE.
 16. THE DEPARTMENT RESERVES THE RIGHT TO RESTRICT WORK OPERATIONS AND/OR WITHHOLD THE MONTHLY ESTIMATE IF THE TRAFFIC CONTROL IS NOT PROPERLY INSTALLED AND MAINTAINED AS DIRECTED BY THE STANDARD SPECIFICATIONS, THE SPECIAL PROVISIONS, THE STANDARD DRAWINGS, THE PLANS AND/OR THE ENGINEER.
 17. THIS TYPICAL TRAFFIC CONTROL SETUP APPLIES TO THE INSTALLATION OF A LANE CLOSURE ON AN URBAN ROADWAY WITH A POSTED REGULATORY SPEED LIMIT OF 35 MPH OR LESS.

- * LEFT LANE CLOSURE**
1. SIGNS ILLUSTRATED ARE FOR A RIGHT LANE CLOSURE.
 2. WHEN CLOSING THE LEFT TRAVEL LANE, USE THE FOLLOWING:
1 - W4-2L-4B
1 - W20-5L-48-A
 3. THE STRIPES ON THE BARRICADES TO THE LEFT OF TRAFFIC SHALL SLOPE DOWNWARD FROM THE UPPER LEFT TO THE LOWER RIGHT.
 4. THE FLASHING ARROW AND THE "LARGE ARROW" SIGN (W1-6-4B) SHALL POINT TO THE RIGHT.
 5. THE CHANGEABLE MESSAGE SIGN SHALL FLASH ALTERNATELY TO READ "LEFT LANE CLOSED", "MERGE RIGHT".

REFERENCES

WORK ZONE TRAFFIC CONTROL ENGINEER



SIGNATURE
8/2/12
DATE

#	DATE	CHK	DESCRIPTION
6			
5			
4			
3			
2	2-11-11	JCS	GENERAL UPDATE
1	5-28-10	JCS	CORRECTION
0	8-21-07	JCS	DRAWING NO. UPDATE

SCDOT
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
DESIGN STANDARDS OFFICE
955 PARK STREET
ROOM 405
COLUMBIA, SC 29201

STANDARD DRAWING

**LANE CLOSURE
DAYTIME
URBAN LOW SPEED
< / = 35 MPH**

610-010-00
EFFECTIVE LETTING DATE: JAN, 2012



General area of work at Elephant Room door, coliseum

03/17/2016 02:49



March 9, 2016

City of Columbia
1136 Washington St.
Columbia, SC 29217

RE: USC Men's Basketball Renovations – City Encroachment within Park Street.

To Whom it may Concern:

The University of South Carolina is proposing renovations to the existing Carolina Coliseum for their basketball operations. This involves rework of the Park Street pedestrian entrance on the lower level just south of the existing service area. We are hereby requesting encroachment approval along Park Street for the following activities:

- 1) Removal and replacement of portions of sidewalk along Park Street.
- 2) Installation of new concrete pedestrian entry, including accessible ramp.
- 3) Rework of some of the concrete pavement as required to accommodate an accessible parking space.
- 4) Restriping of the parking area north of pedestrian entrance.

I have attached the Application for Temporary Encroachment, Encroachment Ordinance Request Form, and Certificate of Insurance from USC, and plans of the proposed work. If you need any additional information or if you have any questions or comments, please feel free to call 803-781-3141, ext 303.

Sincerely,
RB Todd & Associates, Inc.

A handwritten signature in blue ink, appearing to read "Clayton Cannon", is written over a faint, circular official stamp.

Clayton W. Cannon, PE

ORDINANCE NO.: 2016-029

Granting an encroachment to the Knights of Columbus for installation and maintenance of brick pavers and sod within the right of way area of the 1600 block of Marion Street adjacent to its building at 1623 Marion Street, Richland County TMS #09014-05-05

WHEREAS, the Knights of Columbus (hereinafter "Grantee") desire to utilize a portion of the sidewalk right of way area of the 1600 block of Marion Street adjacent to its building at 1623 Marion Street for installation and maintenance of a brick paver walkway approximately three (3') feet in width and sixteen (16') feet in width; a brick paver walkway approximately two (2') feet in width and sixteen (16') feet in length and sod, as shown on the attached drawing; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the sidewalk 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 _____, 2016, that Grantee, its successors and assigns is hereby granted the right to utilize a portion of the sidewalk right of way area of the 1600 block of Marion Street adjacent to its building at 1623 Marion Street for installation and maintenance of a brick paver walkway approximately three (3') feet in width and sixteen (16') feet in width; a brick paver walkway approximately two (2') feet in width and sixteen (16') feet in length and sod, as shown on the attached drawing.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED, HOWEVER, that in exercising the privileges granted under this ordinance, Grantee, his successors and assigns, will indemnify and save harmless the City from any and all claims or causes of action which may arise by reason of the construction or maintenance of the aforesaid encroachment.

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. All trees shall be protected and no large tree roots shall be removed from any existing trees.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

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

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns,

as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his 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

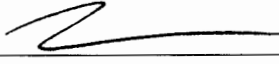
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

**CITY COUNCIL
ENCROACHMENT SUMMARY
2016-029**



**1623 MARION STREET
BRICK PAVERS**

Subject Property:	Right-of-ways adjacent to 1623 Marion Street, TMS#09014-05-05
Council District:	2
Proposal:	The applicant is requesting to amend encroachment ordinance 2013-036 for installation and maintenance of sod, irrigation and brick pavers
Applicant:	Knights of Columbus
Staff Recommendation:	Approval

Detail:	The applicant is requesting to an encroachment for the installation and maintenance of brick paver walkway approximately three (3') feet in width and sixteen (16') feet in width; a brick paver walkway approximately two (2') feet in width and sixteen (16') feet in length and sod, as shown on the attached drawing. 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. All trees shall be protected and no large tree roots shall be removed from any existing trees. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
----------------	---

CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval. Prior to installation, the applicant is to contact the Forestry Division to ensure that there is no damage to the existing tree roots. Any root damage impact the tree's health.
Land Development	Recommend approval.
Fire	Recommend approval.
Parking Services	Recommend approval.

**REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)**

30.a

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by 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: March 23/2016 Property Owner: Knights of Columbus
Applicant's Name if different from Property Owner: Richard Scialdo hall volunteer
Contact Information: Telephone Number: 803-312-5856 Fax Number: NA
Mailing address: 1623 Marion Street Columbia, SC 29201 E-mail address: rjscialdo@bellsouth.nwr
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): Addition of walkways one 16'x3'x2" and one 16'x2'x2" per attached drawing
(i.e. 6'x42' wooden privacy fence;
two 12'x4'x3' concrete steps)

Construction material: concrete patio pavers 22"x22"x2" set in sand base and leveled.

OUTDOOR DINING: *The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.*

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: _____

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: _____

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT

Johnathan Chambers
John Fellows
Brian Cook
Jerry Thompson
Fanessa Pinckney
Amy Moore
Robert Harkins
Denny Daniels
Robert Anderson
Robert Sweat
David Brewer
Sara Hollar
John Hooks
Chip Timmons
David Koon
John David Spade
LR: 7/2014

DEPARTMENT

Development Services (Land Development)
Development Services (Planning)
Development Services (Zoning)
Development Services (Building Inspections)
Development Services (Permits)
Development Services (Historic Preservation)
Development Services (Plans Review)
Utilities & Engineering (Construction Management)
Public Works (Administration)
Public Works (Street Division)
Public Works (Traffic Engineering)
Public Works (Forestry & Beautification)
Public Works (Solid Waste)
Risk Management
Fire Department
Parking Services

PHONE

803-545-3333
803-545-3222
803-545-3332
803-545-3420
803-545-3420
803-545-3222
803-545-3420
803-545-3400
803-545-3780
803-545-3790
803-545-3850
803-545-3860
803-545-3800
803-733-8306
803-545-3701
803-545-3070

FAX

803-343-8779
803-733-8647
803-733-8647
803-733-8699
803-733-8699
803-733-8647
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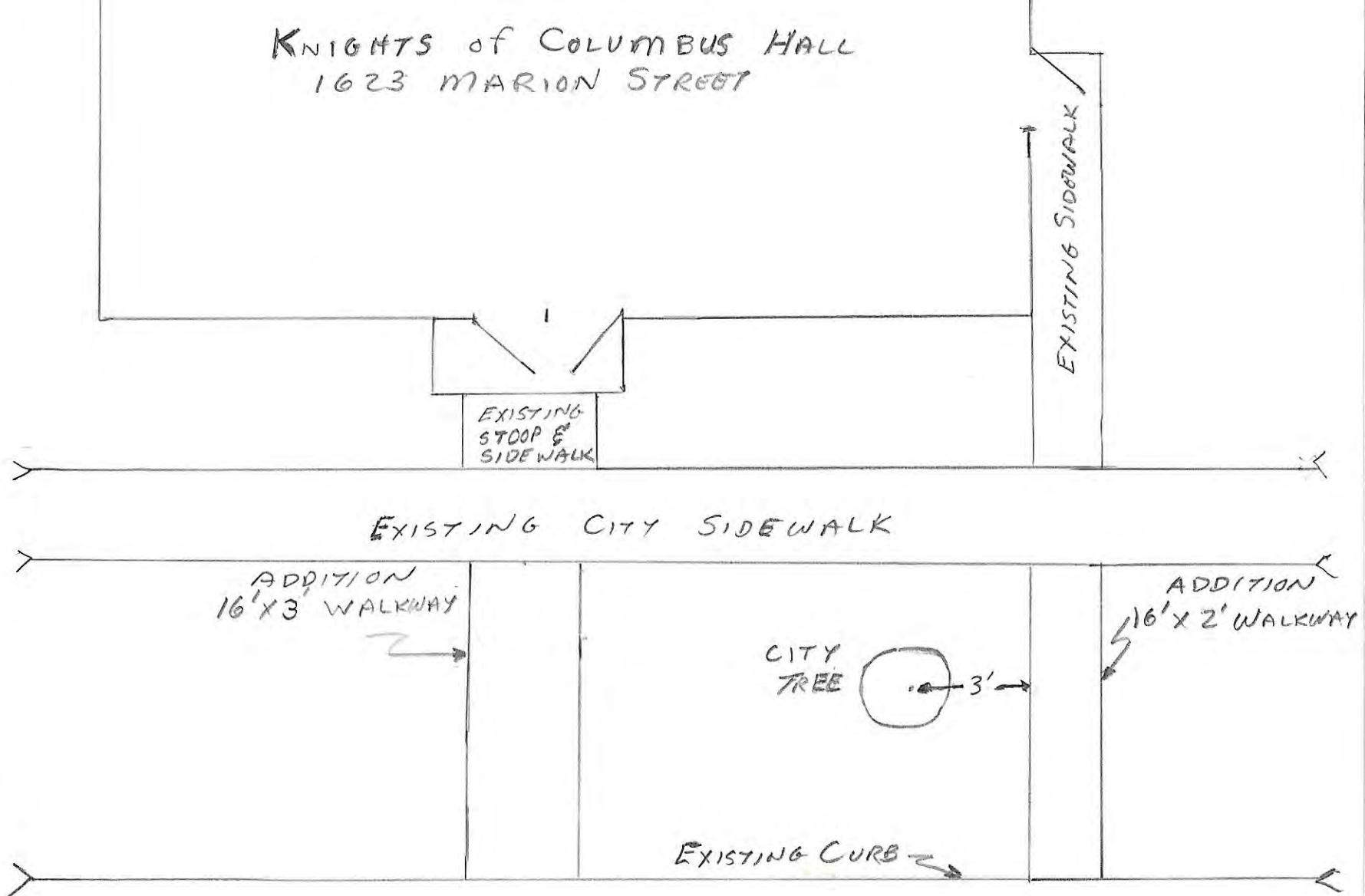
E-MAIL

jechambers@columbiasc.net
jsfellows@columbiasc.net
kbcCook@columbiasc.net
jlthompson@columbiasc.net
fcpinckney@columbiasc.net
aemoore@columbiasc.net
rlharkins@columbiasc.net
jddaniels@columbiasc.net
raanderson@columbiasc.net
rgsweatt@columbiasc.net
ddb Brewer@columbiasc.net
sehollar@columbiasc.net
jphooks@columbiasc.net
catimmons@columbiasc.net
cdgkoon@columbiasc.net
spade@columbiasc.net





KNIGHTS of COLUMBUS HALL 1623 MARION STREET



WALKWAYS TO BE CONSTRUCTED OF 22" X 22" X 2" CONCRETE PATIO PAVORS
SET INTO A SAND BASE AND LEVELLED.

RICHARD SCIALDO
3/22/16

54338

19183

632207

1918

\$345 Unit Price \$1.94
15.6-IN GRAY SQUARE STONE
7 6 5

\$152 Unit Price \$1.52
11.7-IN GRAY SQUARE STONE
7 6 1

\$308 Everyday Low Price
11-INX13-IN DRY-BUF ALAMEDA STONE
7 6 5

\$152 Unit Price \$1.52
11.7-IN RED SQUARE STONE
7 6 3

514 99

382

494

54329

\$418 Unit Price \$2.34
15.6-IN TAN Pinnacle STONE
7 6 1

\$468 Unit Price \$2.04
15.6-IN WYTH BRICKYCE STONE
7 6 1

\$4

ORDINANCE NO.: 2016-030

Granting an encroachment to Seth Thorp and Mae Young for installation and maintenance of a wrought iron fence within the right of way area of the 1800 block of Combahee Avenue adjacent to 329 Edisto Avenue, Richland County TMS #11311-01-02

WHEREAS, Seth Thorp and Mae Young (hereinafter "Grantees") desire to utilize a portion of the right of way area of the 1800 Combahee Avenue adjacent to 329 Edisto Avenue, Richland County TMS #11311-01-02 for installation and maintenance of a wrought iron fence approximately thirty-two (32') feet in length, nine (9') feet in depth and four (4') feet in height, as shown on the attached drawing; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the sidewalk 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 _____, 2016, that Grantees, its successors and assigns are hereby granted the right to utilize a portion of the right of way area of the 1800 Combahee Avenue adjacent to 329 Edisto Avenue, Richland County TMS #11311-01-02 for installation and maintenance of a wrought iron fence approximately thirty-two (32') feet in length, nine (9') feet in depth and four (4') feet in height, as shown on the attached drawing.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED, HOWEVER, that in exercising the privileges granted under this ordinance, Grantee, his successors and assigns, will indemnify and save harmless the City from any and all claims or causes of action which may arise by reason of the construction or maintenance of the aforesaid encroachment.

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

1. Certificate of Design Approval (CDA) from Design/Development Review staff is required;
2. 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;
3. All trees to be shall be protected;
4. Grantee is responsible for all costs and repair of the improvements within the right of way area should the City have to dig in the area or remove any part thereof for maintenance to City water and or sewer lines;

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 through gates to both trees that are located 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; and

8. Gates must swing into property.

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

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

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2016-030**



**1800 BLOCK OF COMBAHEE AVENUE
ADJACENT TO 329 EDISTO AVENUE
WROUGHT IRON FENCE**

Subject Property:	Right-of-way adjacent to 1800 block of Combahee Avenue adjacent to 329 Edisto Avenue, TMS#11311-01-02
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of a wrought iron fence
Applicant:	Seth Thorp and Mae Young
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of a wrought iron fence approximately thirty-two (32') feet in width, nine (9') feet in depth, and four (4') feet in height, as shown on the attached drawings. Conditions of the proposed encroachment are as follows: 1. Certificate of Design Approval (CDA) from Design/Development Review staff is required; 2. 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; 3. All trees to be shall be protected; 4. Grantee is responsible for all costs and repair of the improvements within the right of way area should the City have to dig in the area or remove any part thereof for maintenance to City water and or sewer lines; 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 through gates to both trees that are located 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; and 8. Gates must swing into property.
----------------	---

CITY AGENCY COMMENTS FOR ENCROACHMENT

Planning	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.

Fire	Recommend approval.
------	---------------------

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) ***Business signs are NOT permitted via an encroachment. An encroachment must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and is subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your homeowners' policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management.***

Please complete and submit this form along with any attachment(s) to Shari Ardis by e-mail at slardis@columbiasc.net ; fax at 803-737-4250; or mail to Shari Ardis, Legal Department, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below and not through the Legal Department. Chip Timmons with Risk Management (733-8306 or catimmons@columbiasc.net) should be contacted regarding the insurance requirements.

Date: 4/8/2016 Property Owner: Seth Thorp & Mae Young

Applicant's Name if different from Property Owner: _____

Contact Information: Telephone Number: (504) 289-3366 Fax Number: _____

Mailing address: 329 Edisto Ave, Columbia, SC 29205 E-mail address: stthorp@gmail.com

Encroachment Location (Address): 329 Edisto Ave, Columbia, SC 29205

(If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1100 block of Laurel Street)

Tax Map Number for Encroachment Location: TMS# R11311-01-02

=====

Encroachment type: ☐ Wall ☒ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers

☐ Walkway/Side walk ☐ Underground Utilities ☐ other

If Other - specify: _____

Dimensions (height/width/length): 4' tall, 32'x 32' wrought iron fence extending off existing brick wall

(i.e., 6'x42' wooden privacy fence; two 12"x4' concrete step; two 12"x12" x24" brick columns; 4'x15' brick paver walkway)

Construction material: 4' Tall black powder coated wrought iron (steel)

Please provide photographs and drawing or site plan ***drawn to scale*** - no larger than 8-1/2 x 11.

=====

_____ **Church Directional Signs** (Must provide picture or drawing of proposed signs that reflect dimensions)

Location(s) signs are to be placed (i.e. Northeast corner of Main Street) _____



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.

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

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
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803-545-3420
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803-545-3800
803-733-8306
803-545-3701
803-545-3070

FAX

803-343-8779
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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
kbcCook@columbiasc.net
jlthompson@columbiasc.net
fcpinckney@columbiasc.net
aemoore@columbiasc.net
rlharkins@columbiasc.net
jddaniels@columbiasc.net
raanderson@columbiasc.net
rgsweatt@columbiasc.net
ddbrewer@columbiasc.net
sehollar@columbiasc.net
jphooks@columbiasc.net
catimmons@columbiasc.net
cfdgkoon@columbiasc.net
spade@columbiasc.net

City of Columbia

329 Edisto Avenue - Fence Encroachment

31.a



Monday, April 18, 2016



CITY OF COLUMBIA GIS DATA DISCLAIMER

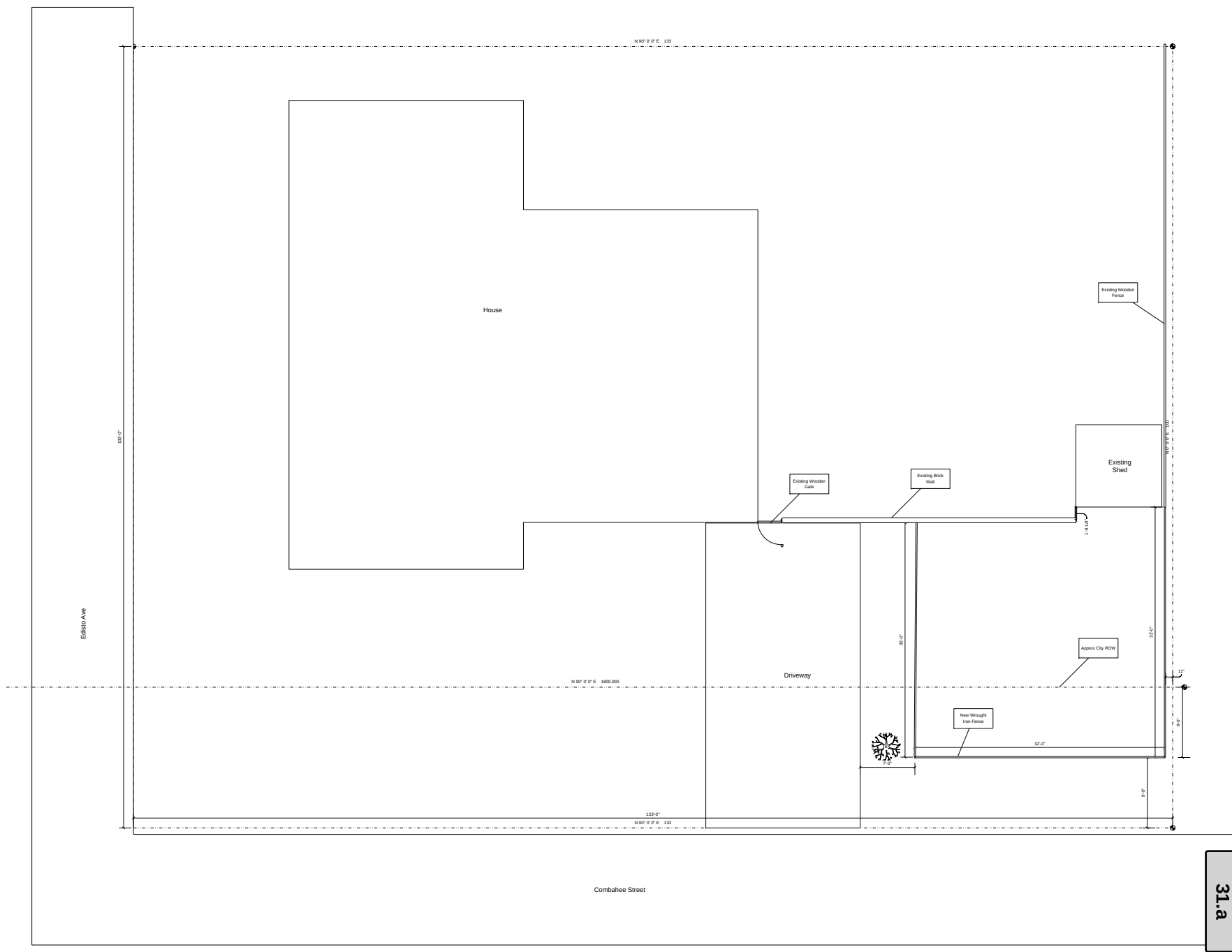
The City of Columbia GIS data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Packet Pg. 294

Site Plan

329 Edisto Avenue
TMS # R11311-01-02
Scale: 1 in = 5 ft
Seth T. Thorp
4/4/2016



LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00'	N 52°14'09" E

NOW OR FORMERLY
RICHARD SIMONS, JR.

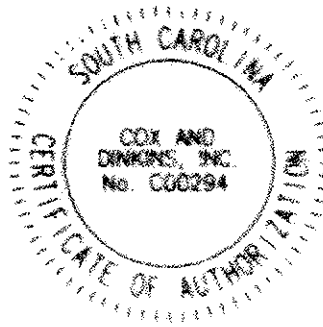
NOW OR FORMERLY
ELMER G. & URSULA D. SCHWARTZ

NOW OR FORMERLY
CHARLES H. MOOREFIELD

COMBAHEE AVENUE
(60' R/W)

EDISTO AVENUE
(60' R/W)

Book 01037-3755
Plat Oversized
Fee \$10.00 County Tax \$0.00 State Tax \$0.00

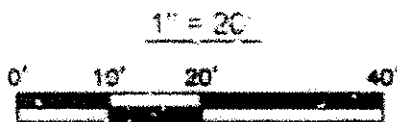


PLAT
PREPARED FOR
ROBERT GRUMBACH & SUSAN SMALL

RICHLAND COUNTY, COLUMBIA, S.C.

THE SAME BEING COMPOSED OF LOTS NO. 69, 70, 71, 72 & 73, BLOCK "J", ON PLAT OF WALES GARDENS, BY M. GOODE HOMES, DATED JUNE, 1914, AMENDED APRIL, 1920, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK "D", PAGE 107. REFERENCE IS ALSO MADE TO RICHLAND COUNTY DEED BOOK 823, PAGE 869.

MARCH 23, 2005



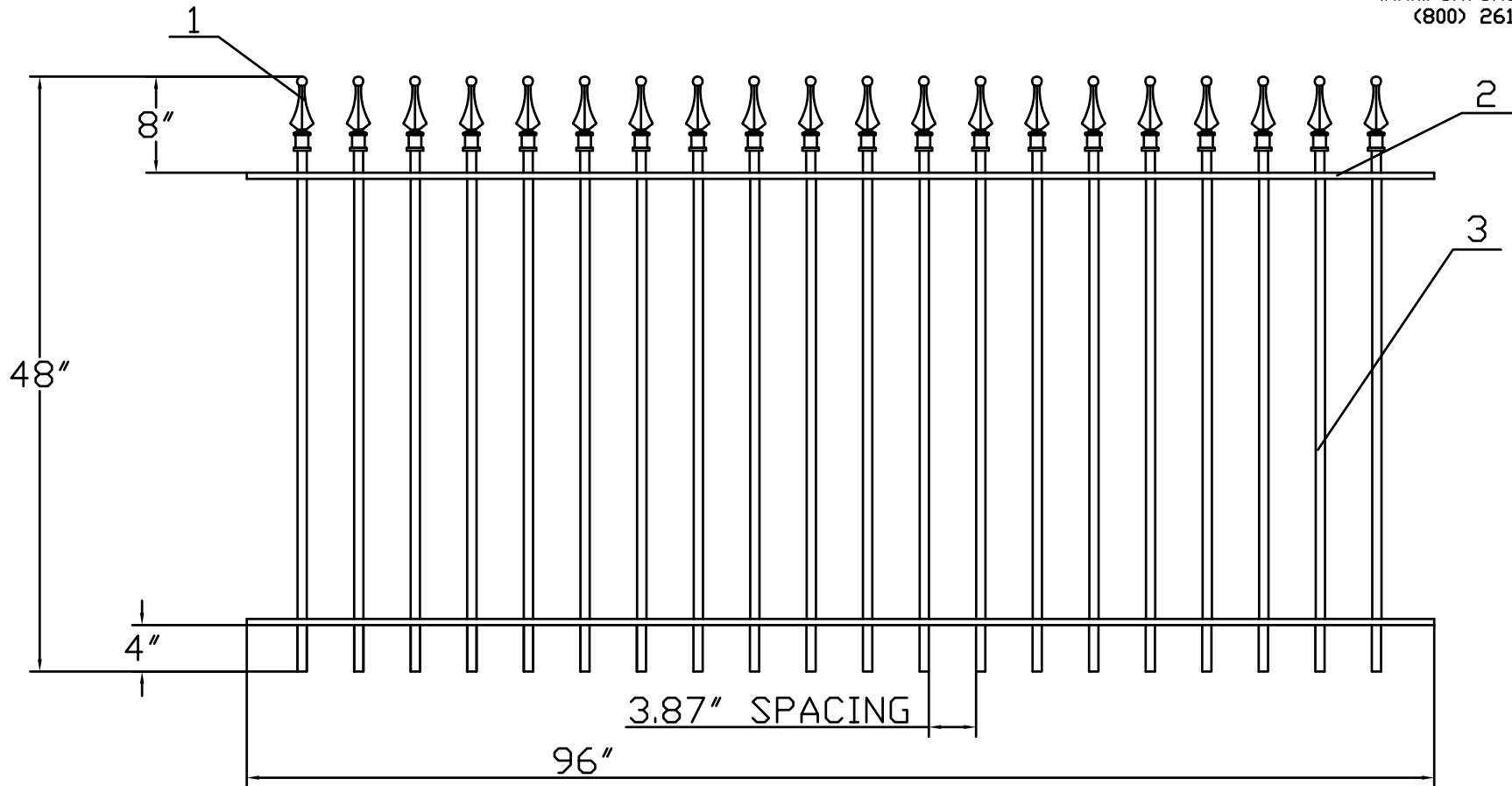
COX AND DINKINS, INC.
724 BELT LINE BLVD
COLUMBIA, SOUTH CAROLINA 29205
803-254-0518 Fax 803-785-0993
Email: cdinc@coxanddinkins.com

I hereby state (not to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein; and there are no known encroachments or projections other than shown.

[PROF. LAND SURVEYOR NO. 17638
RONALD M. FISHER]

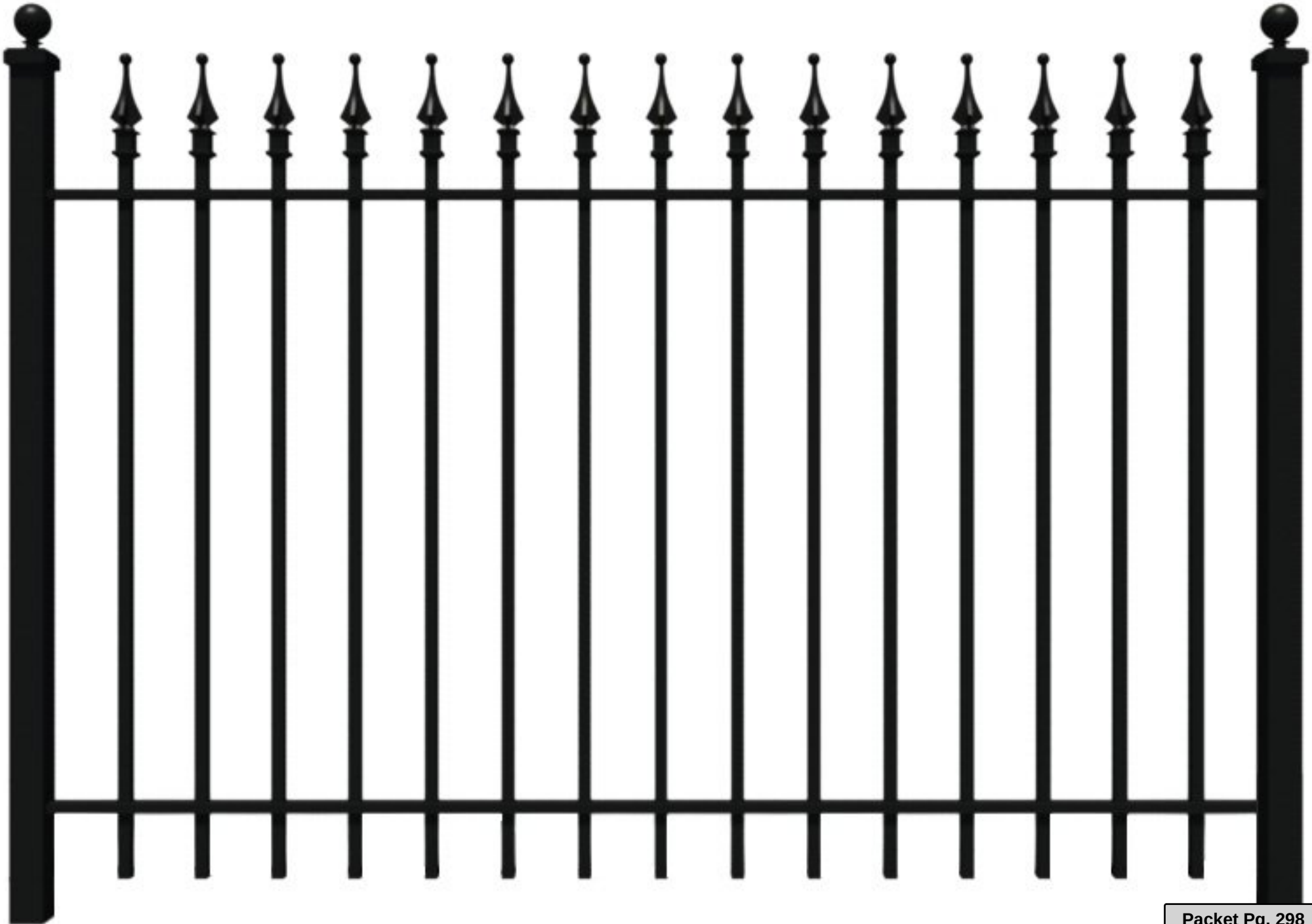
4' X 8'W STRONGHOLD IRON FENCE PANEL
SIGNATURE GRADE - STYLE #1: CLASSIC

31.a

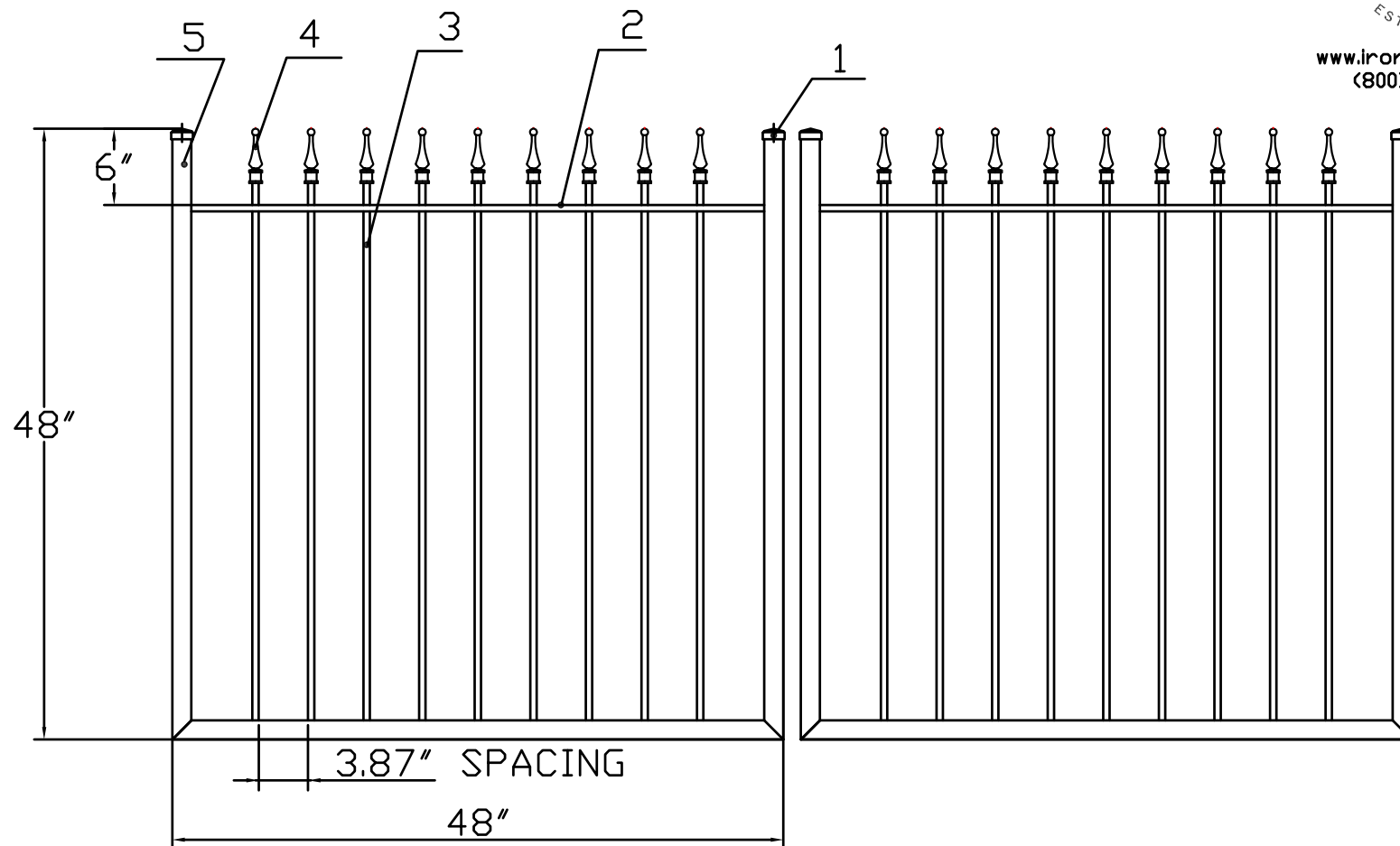


NO.	MATERIAL	QTY
1	CAST IRON FINIAL	20
2	┐ 1 1/2"X1/2"X1/8"	2
3	3/4"X3/4"X16gauge	20

TP0408-2C



4" X 8'W STRONGHOLD IRON DOUBLE WALK GATE ADDITIONAL GRADE - STYLE #1: CLASSIC



NO.	MATERIAL	QTY
1	CAST IRON CAP	4
2	└─ 1"X1/2"X1/8"	2
3	1/2"X1/2"X18ga	18
4	CAST IRON FINIAL	18
5	1-1/2"X1-1/2"X14ga	6







ORDINANCE NO.: 2016-042

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 2, Administration, Article I, In General, Article II, Mayor and Council,
Article III, Officers and Employees and Article V, Procurement*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2016, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article I, In General, Article II, Mayor and Council, Article III, Officers and Employees and Article V, Procurement, are amended to read as follows:

ARTICLE I. IN GENERAL**Sec. 2-3. Members of council.**

The mayor is considered to be a member of council.

Secs. 2-4. Duties of council members.

The council members shall attend all regular and special meetings of the city council and hold themselves at all times in readiness to perform any duty entrusted to them by the city council. The councilmembers shall perform the duties thus imposed upon them with dispatch and to the best of their abilities.

Sec. 2-5. Legislative powers; matters of policy:

All legislative powers of the city and the determination of all matters of policy are vested in the city council with each member, including the mayor, having one vote.

Sec. 2-6. Mayor:

A mayor shall be elected from the city at large in the manner provided by law. The mayor shall be recognized as head of the city government for all ceremonial purposes and by the governor for purposes of military law. He shall preside over the meetings of the city council unless otherwise provided by council, but shall have no regular administrative duties. The mayor shall attend all regular and special meetings of the city council.

Sec. 2-7. Mayor pro tempore:

At the first council meeting in January following a general election for the council, the council shall elect one member of their body as a mayor pro tempore to serve as such for one year, who shall act as mayor during the absence or disability of the mayor, and if a vacancy occurs, shall act as mayor until a successor is duly qualified and elected.

Sec. 2-8. Qualifications of mayor and council members; proceedings to vacate offices.

(a) The mayor and council members shall be qualified electors of the city. Except where authorized by law, neither the mayor nor any member of council shall hold any other elected position in local, state or federal government or any other municipal office or municipal employment. The mayor or any council member shall forfeit his office if he:

- 1) Lacks at any time during his term of office any qualification for the office prescribed by city ordinance or the general law and constitution of the state;
- 2) Violates any express prohibition of S.C. Code 1976, §§ 5-1-10 through 5-17-30;
- 3) Is convicted of a crime of moral turpitude;

(b) The council shall be the judge of the election and qualifications of its members and of the grounds for forfeiture of office as provided in S.C. Code 1976, § 5-7-210.

Sec. 2-9. Oaths of mayor and council members.

The mayor and council members before entering upon the duties of their respective offices shall take the following oaths:

"I do solemnly swear (or affirm) that I am duly qualified, according to the constitution of this state, to exercise the duties of the office to which I have been elected and that I will, to the best of my ability, discharge the duties thereof and preserve, protect and defend the constitution of this state and of the United States.

"As mayor (or council member) of the City of Columbia, I will equally, fairly and impartially, to the best of my ability and skill, exercise the trust reposed in me, and will use my best endeavor to preserve the peace and carry into effect according to law the purposes for which I have been elected. So help me God."

The oath of office shall be administered and the effective date of service shall be the first council meeting in January.

Secs. 2-3 10—2-30. Reserved.

ARTICLE II. MAYOR, AND COUNCIL AND CITY MANAGER

DIVISION 1. GENERALLY

Sec. 2-31. Salaries of mayor and councilmembers.

The salary of the mayor shall be \$160,000.00 annually if there is a change in the form of government to mayor-council form effective July 1, 2014. If there is no change in the form of government the salary of the mayor shall be \$75,000.00 annually under the council-manager form of government effective July 1, 2014. If the City of Columbia form of government changes from the council-manager to mayor-council, the mayor shall derive no other income from outside employment. Effective July 1, 2006, the salaries of the members of city council shall be \$13,350.00 annually.

Sec. 2-31. Compensation.

(a) The council shall determine the annual salary of the mayor and council members by ordinance; provided, that an ordinance establishing or increasing such salaries shall not become effective until the commencement date of the terms of two or more members elected at the next general election following the adoption of the ordinance, at which time it will become effective for all members whether or not they were elected in such election. The salary of the mayor shall be \$75,000.00 annually under the council-manager form of government effective July 1, 2014. Effective July 1, 2006, the salaries of the members of city council shall be \$13,350.00 annually.

(b) The council members shall also be reimbursed for their actual expenses incurred in the performance of their official duties upon submission of signed expense reimbursement forms as provided by the city finance department, subject to the availability of funds budgeted for council expense.

Sec. 2-32. Reimbursement of expenses.

~~The mayor and members of the council shall be reimbursed for their actual expenses incurred in the performance of their official duties upon submission of signed expense reimbursement forms as provided by the city finance department. The mayor and members of council may receive a per diem allowance for meals consistent with the per diem rates approved for city employees.~~

Sec. 2-32. Sec. 2-58. Sec. 2-114. City manager.

(a) The city manager shall be the chief executive officer of the city and head of the administrative branch of city government. The city manager shall perform and exercise the duties and responsibilities prescribed by law for this office and such other duties and responsibilities as prescribed by the city council.

(b) The city manager may, within the financial limits imposed by the budget approved by city council, employ one or more assistants to exercise such supervisory responsibilities over departments as may be prescribed by the manager.

(c) The city manager shall attend all meetings of the council unless excused by the council. He shall keep the council advised of the status of matters pending for council consideration, make recommendations and present ordinances and resolutions for council action, participate in discussion of any matter involving the welfare of the city, and present items on the council agenda.

(d) Council shall evaluate the performance of the city manager on an annual basis. The timely completion of the council's goals and work plan objectives shall be a measure used in the manager's evaluation.

Sec. 2-33. Appointment; qualification; residency requirements.

(a) The city manager shall be appointed by a majority vote of the council for an indefinite term. The manager shall be employed solely on the basis of his executive and administrative qualifications.

(b) The manager need not be a resident of the municipality or state at the time of appointment, but may reside outside the municipality while in office only with the approval of the council.

(c) No council member or mayor shall be employed as city manager during the term for which he or she shall have been elected.

Sec. 2-34. Sec. 2-59. Sec. 2-115. City attorney.

~~The city attorney shall attend all meetings of the council unless excused by the council. He shall act as parliamentarian, prepare ordinances and resolutions, review all ordinances, resolutions and documents presented to the council, and give opinions upon questions of procedure, form and law to any member of the council and the city manager.~~

(a) Appointment. The city council shall appoint a city attorney, who shall serve at its pleasure.

(b) Duties. The city attorney shall be the chief legal counsel to the city, the mayor and members of the council and the city manager and to the officers and department heads of the city. The city attorney shall prosecute and defend the city in all actions and appear on behalf of the city and its officers in legal proceedings and at all times take appropriate actions to protect the interests of the City. The city attorney shall prepare or supervise the preparation of all legal documents and instruments of the city and shall approve all ordinances, resolutions, contracts and related documents as to form. The city attorney may employ assistant city attorneys and legal assistants as necessary for the performance of his duties, when such positions are provided for in the city budget. The city attorney shall attend meetings of the council, unless excused from attending by council, and serve as the parliamentarian at such meetings, render legal opinions, represent the city at meetings and conferences and perform such other duties as prescribed by law and by the city council.

(c) Council shall evaluate the performance of the city attorney on an annual basis.

Sec. 2-35. Sec. 2-60 Sec. 2-116. City clerk.

The officer of the city designated by the city manager as city clerk shall give notices of council meetings, post the agenda, attend regular and special meetings, record votes of the council, keep minutes of council meetings and perform such other duties as may be assigned.

(a) Appointment. The city manager shall appoint the city clerk, who shall serve at his pleasure.

(b) Duties. The city clerk shall maintain a record of and be responsible for the preservation of minutes of all council meetings and all official maps and plats that are adopted; keep the corporate seal; attest signatures; file and record council actions; maintain election records; and perform such other duties as required by law or assigned by the city manager.

Sec. 2-36. Council interaction with employees.

Except for the purpose of inquiries and investigations, neither the council nor its members shall deal with municipal officers and employees who are subject to the direction and supervision of the manager except through the manager, and neither the council nor its members shall give orders to any such officer or employee, either publicly or privately.

Sec. 2-337—2-50. Reserved.

DIVISION 2. COUNCIL MEETINGS

Sec. 2-51. Meetings; Time and place of regular meetings; special meetings; meetings to be open to public.

(a) A meeting is the convening of a quorum of council, as defined by Sec. 2-54, to discuss or act upon a matter over which the city council has supervision, control, jurisdiction, or advisory power.

(b) To allow the vetting of complex issues, city council schedules work sessions the day of regularly or other scheduled meetings. The time and location of work sessions are subject to meeting notice requirements and are posted on the city's web site. Work sessions are public meetings.

(c) ~~(a)~~ Regular meetings of the council shall be held at 6:00 p.m. at city hall on the first and third Tuesdays in each month unless changed by a majority vote of members present at any regular or special meeting.

(d) ~~(b)~~ Special meetings of the council may be held on the call of the mayor or of a majority of the members. Notice of a special meeting shall be given and posted 24 hours prior to the meeting to all available members, and the news media and the public by the city clerk.

(e) ~~(c)~~ All regular, and special and emergency meetings of the council shall be open to the public.

Sec. 2-52. Conference Executive sessions.

The city council may have executive sessions as permitted by the South Carolina Freedom of Information Act, S.C. Code 1976, § 30-3-10 et seq., at such times and in such places as may be deemed necessary and in the public interest by the council.

(a) By majority vote in a public meeting, council may hold an executive session as permitted by the South Carolina Freedom of Information Act, S.C. Code 1976, § 30-3-10 et seq., at such times and in such places as may be deemed necessary and in the public interest by the council.

(b) No vote or formal action shall be taken in executive session except to adjourn or to return to public session.

(c) No minutes shall be taken in executive session.

(d) It shall be unlawful for a member of council or person in attendance to disclose to another person or make public the substance of a matter discussed in executive session.

Sec. 2-53. Quorum and rules of order Meeting agenda.

(a) An agenda shall be prepared for all council meetings by the city clerk, under the direction of the city manager. All requests or matters for official action of the city council shall be submitted to the city clerk no later than ten (10) business days preceding the council meeting.

(b) Any supporting materials necessary for review of items placed on the regularly scheduled meeting agenda for action be provided to City Councilmembers and to the public no later than seventy-two (72) hours prior to the City Council meeting.

(c) The final agenda for regularly scheduled meetings shall then be prepared and provided electronically, mailed or physically provided to the members of the city council a minimum of 24 hours in advance of the council meeting.

(d) The mayor or any member of council may request the city manager to place an item on a future agenda by making such a request at a council meeting. Unless a council member or the city manager objects, the requested item shall be included. If a council member or the city manager has an objection, the item in question shall not be included on a future agenda, unless a majority of the council votes in favor of including the item. At the request of a member of the council, the city manager shall prepare a list setting forth items carried over from previous meetings in the preceding three months.

Additions to the agenda at a meeting should be reserved solely for situations requiring immediate action to address a critical and unanticipated situation by two-thirds vote of members present.

Sec. 2-5354. Quorum and rules of order; presiding officer.

~~A majority of the councilmembers serving shall constitute a quorum for the conduct of business at any meeting. The mayor or assistant mayor shall preside, except that, in the absence of both, the members present shall elect a presiding member. Except as otherwise required by state law or ordinance, all proceedings of the council shall be governed by Robert's Rules of Order, Newly Revised, and the city attorney shall act as parliamentarian.~~

(a) Quorum. A majority of the council members serving shall constitute a quorum for the conduct of business at any meeting. Only council members who are physically present at the meeting shall be counted for purposes of a quorum.

(b) Except as otherwise required by state law or ordinance, all proceedings of city council shall be governed by Robert's Rules of Order, Newly Revised, and the city attorney shall act as parliamentarian.

(c) Presiding officer. The mayor or, in the mayor's absence, the mayor pro tempore, shall preside at any meeting as provided in section 2-51. In the event that the mayor or mayor pro tempore is not in attendance or is ineligible to preside at any meeting, the next most senior member shall preside over the meeting.

(d) Points of order shall take precedent over all other business and shall be ruled on by the presiding officer without debate, subject to appeal to the council.

(e) If, in speaking or otherwise, a councilmember shall violate any rule of order, the presiding officer shall, and any other councilmember may, call such member to order.

(f) When two or more councilmembers shall attempt at the same time to speak, the presiding officer shall decide who is entitled to speak first.

Sec. 2-55. Debate Limitations.

No councilmember shall speak more than twice on the same subject or occupy more than five minutes in making any remarks or address unless further extension is granted a majority of city council.

Sec. 2-5456. Voting requirements.

(a) All actions of the council shall be by majority vote of members present at a public meeting, including suspension of any rule of order, except as otherwise required by ordinance; provided that an ordinance amending the rules of order and procedure shall require a majority vote of the councilmembers serving.

(b) Every member of the council present shall vote on every question except when required to refrain abstain from voting by state law. All conflicts should be stated for the record and the member shall submit a completed Statement of Potential Conflict. Any member of council who declares a conflict and abstains from voting on any matter shall remain present in the room during discussions and voting.

(c) The vote on every question shall be by roll call and shall be recorded in the council minutes by the city clerk.

(d) ~~No member of the council may leave the council chamber while in public session without permission of the presiding officer.~~

(e) Abstentions are not counted and have no effect on the result.

Sec. 2-5557. Minutes.

The city clerk shall keep the minutes of all public meetings of the council, which shall be a matter of permanent public record. Whenever possible, At each council meeting the minutes of the previous meeting shall be presented for approval. Minutes shall not be considered the official record of a meeting until approved by the council. Any member of the council desiring to express a position on a matter voted upon by the council in the minutes may do so by presenting the position in writing to the council not later than the next regular meeting.

Sec. 2-5658. Appearance of citizens.

Any person having a matter pertaining to the city, comments on an agenda item requiring a vote of city council, or its services shall be entitled to present the matter to the city council at any work session, regular, special called or emergency meeting by placing his or her name and purpose for speaking on an agenda list to be maintained by the city clerk prior to the commencement of the city council meeting. The city clerk shall make the agenda list available for public inspection. Except for comments on agenda items requiring a vote of city council, each person whose name appears on the agenda list may be allowed to speak at a time designated by the mayor or the presiding officer during the city council meeting and may be limited to a three-minute presentation at the discretion of the mayor or presiding officer. For comments on agenda items requiring a vote of city council, each person shall be allowed to speak prior to the vote of city council on the agenda item and may be limited to three minutes of speaking time by the mayor or presiding officer. Personnel matters shall not be considered by the council at public meetings.

Sec. 2-61-59. Council committees and special committees.

~~The council may appoint a special committee to assist in or hold a public hearing for the council at any time upon any matter pending before it. Minutes or reports of hearings held by special committees shall be filed with the city clerk as public records.~~

(a) City Council shall establish and use committees to expedite policy making and legislative functions by equally distributing the responsibilities and work load among members of council.

(b) Council committee assignments shall be made by choice of the council members beginning with the most senior member and concluding with the most junior member until each committee consists of three members of the council. The Budget and Finance Committee shall be a Committee of the Whole.

(c) Council may appoint a special committee to advise and make recommendations to the City's management team, the Mayor, and City Council on a variety of programs and issues.

(d) Minutes or reports of hearings held by special committees shall be filed with the city clerk as public records.

Sec. 2-60. -- Duties of city clerk.

~~The officer of the city designated by the city manager as city clerk shall give notices of council meetings, post the agenda, attend regular and special meetings, record votes of the council, keep minutes of council meetings and perform such other duties as may be assigned.~~

Sec. 2-60. Motions generally.

When a motion is made and seconded, it shall be stated by the presiding officer if verbal, and if in writing it shall be read by the city clerk. At the request of the presiding officer or any councilmember, any motion shall be put in writing.

Sec. 2-61. Remote meeting.

(a) Any council member may participate in an open city council meeting remotely, but will not be considered present for the purposes of a quorum or voting. City council minutes shall reflect that the council member participated in the meeting electronically. The council member acting as the presiding officer must be physically present at the meeting.

(b) Acceptable means of remote participation include telephone, internet, or satellite enabled audio or video conferencing, or any other technology that enables the remote participant and all persons present at the meeting location to be clearly audible to one another. Text messaging, instant messaging, email and web chat without audio are not acceptable methods of remote participation. Accommodations shall be made for any council member who requires TTY service, video relay service, or other form of adaptive telecommunications.

(c) If technical difficulties arise as a result of utilizing remote participation, City council shall, whenever possible, suspend discussion while reasonable efforts are made to correct any problem that interferes with a remote participant's ability to hear or be heard clearly by all persons present at the meeting location. If a remote participant is disconnected from the meeting, the minutes must note that fact and the time at which the disconnection occurred and reflect that the member left the meeting.

(d) Other than establishing the remote connection to the meeting, there shall be no communications between the members of council attending the meeting remotely and other members of council, unless such communication is part of the meeting, and can be heard by the members of the public in attendance.

Sec. 2-62. Annual goal setting.

City council shall annually schedule and conduct a process to identify and prioritize goals which shall be the basis for the annual work plan prepared by the city manager and the guide for the appropriation of discretionary spending during the annual budget process.

Secs. 2-63- 2-80. Reserved.

DIVISION 3. ORDINANCES AND RESOLUTIONS

Sec. 2-85. Introduction of resolutions.

A voice motion of a member of the council regarding an item on the agenda shall be considered to be the introduction of an oral resolution, which shall require no written record other than a notation of the city clerk in the council minutes. A resolution proposed in writing shall be introduced in the same manner as an ordinance.

Sec. 2-86. Enactment of ordinances.

(a) An ordinance to levy a tax, adopt a budget, amend a budget, appropriate funds, or grant a franchise, license or right to occupy a public street or public property for commercial purposes shall be complete in the form in which it is finally passed, and in such form remain on file with the city clerk for public

inspection at least one week before final adoption. Any other ordinance may be amended on final reading.

(b) No ordinance shall be adopted until it shall have been read two times and on two separate days with at least six days between each reading.

(c) Emergency ordinances may be adopted on one reading without notice or hearing by affirmative vote of two-thirds of the members present. An emergency ordinance may not levy taxes or relate to a franchise or a service rate, and shall expire automatically on the 61st day following enactment.

(d) The introduction and reading of any ordinance shall be by the reading of the title only unless full reading is requested by a member of the council.

(e) After the introduction of an ordinance, any member of the council or any citizen of the city interested therein may request a public hearing, which may be held at any time designated by the council prior to final adoption.

(f) Upon final adoption by vote of the council, an ordinance shall be signed by the mayor or presiding member and attested by the city clerk, who shall file the original in the council minutes and send a copy to the head of each department.

ARTICLE III. OFFICERS AND EMPLOYEES

Sec. 2-130. Reserved. Sec. 2-131. Director of municipal court/administrative municipal court judge.

The administrative municipal court judge is appointed by City Council, per section 13-2. The director of municipal court, subject to the city manager, shall have administrative supervision over the activities relating to municipal court administration, and city records management and shall perform such additional duties as may be assigned by the city manager. Council may elect to have the administrative municipal court judge perform both functions, in which case the administrative municipal court judge also shall have administrative supervision over the activities relating to municipal court administration, and municipal court records management and shall perform such additional duties as may be assigned by the city manager.

Sec. 2-131. Sec. 2-132. Employee grievance procedures for city-funded agencies.

Any agency receiving from the city more than 20 percent of its operating budget shall as a condition of receipt thereof provide to employees of more than three years a grievance procedure upon dismissal substantially in accordance with the grievance procedures of the city. If the decision to terminate is by the highest staff officer of the agency, the governing board or a committee thereof shall constitute the equivalent of the employee grievance committee. Any appeal must be made in writing to the highest staff officer within 14 days of the last day of employment or compensation therefor.

Sec. 2-133 Sec. 2-132 --- 2-150. Reserved.

ARTICLE V. PROCUREMENT

Sec. 2-207. Award of contracts.

(a) The city manager may reject or approve bids and purchase agreements and award contracts in accordance with established procurement regulations, provided that contracts involving in excess of \$49,999.99 up to and including \$50,000.00 shall be approved by the city council prior to award except that city council approval for bulk purchases of fuel in excess of \$49,999.99 \$50,000.00 is not required, and the

city manager is authorized to enter into agreements for the purchase of bulk fuel regardless of the amount. Any contracts signed by the city manager for \$25,000 to \$50,000 shall be reported by the city manager to council.

(b) The city manager, at his discretion, may direct the senior assistant city manager or assistant city managers to reject or approve bids and purchase agreements and award contracts in accordance with regulations up to and including \$25,000.00.

(c) The city manager, at his discretion, may direct department heads to reject or approve bids and purchase agreements and award contracts in accordance with regulations up to and including \$25,000.00 \$5,000.00.

(d) In the event that the City is under a state of emergency as declared by the mayor, Governor of the State of South Carolina, or the President of the United States, the city manager may reject or approve bids and purchase agreements and award contracts for emergency goods, supplies, equipment and services in accordance with established procurement regulations, without city council approval, for the duration of the state of emergency. After the state of emergency has ended, city council shall ratify any contracts entered into by the city manager during the state of emergency when the contract amount exceeds \$50,000.00. In addition, under an officially declared state of emergency mentioned herein, the city procurement regulation 1.15, which regulation establishes procurement threshold amount for small procurements and procurements requiring the solicitation of quotes, shall be amended to adopt the Federal Emergency Management Agency (FEMA) simplified acquisition thresholds then in effect.

Requested by:

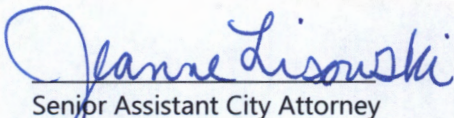
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

CITY OF COLUMBIA, SOUTH CAROLINA

ORDINANCE NO.: 2016-046

AN ELEVENTH SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF COLUMBIA, SOUTH CAROLINA, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$281,000,000, IN ORDER TO REFINANCE CERTAIN OUTSTANDING INDEBTEDNESS AND TO FINANCE VARIOUS CAPITAL PROJECTS AND IMPROVEMENTS TO THE SYSTEM, ANY NECESSARY DEBT SERVICE RESERVES AND ISSUANCE COSTS; AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR ANY TWO OF THEM ACTING TOGETHER, TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; ADOPTING CONTINUING DISCLOSURE PROCEDURES; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2016

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

Section 1. Definitions.

The terms in this Section 1 and all words and terms defined in the General Bond Ordinance No. 93-43 (the “General Bond Ordinance”) enacted by the City Council (the “Council”) of the City of Columbia, South Carolina (the “City”), on May 21, 1993 (such General Bond Ordinance as from time to time amended or supplemented by Supplemental Ordinances being defined in the Ordinance as the “Ordinance”) (except as herein otherwise expressly provided or unless the context otherwise requires) shall for all purposes of this Eleventh Supplemental Ordinance have the respective meanings given to them in the Ordinance and in Section 1 hereof.

“2009 Letter of Credit” shall mean the irrevocable, direct-pay letter of credit issued by the Bank securing the payment of the principal of and interest on the Bonds of 2009.

“Bank” shall mean Sumitomo Mitsui Banking Corporation, acting through its New York Branch, as provider of the Letter of Credit.

“Beneficial Owner” shall mean any purchaser who acquires beneficial ownership interest in any Initial Bond held by the Depository. In determining any Beneficial Owner the City, the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the City, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any New Bond held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“Bond Purchase Agreement” shall mean one or more Bond Purchase Agreements relating to the sale of the New Bonds, to be dated the date of execution and delivery thereof between the Underwriters and the City, as amended or supplemented thereto.

“Bonds of 2009” shall mean the original principal amount \$81,860,000 City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2009, dated September 2, 2009, all of which is outstanding as of the date of this Eleventh Supplemental Ordinance.

“Bonds of 2010” shall mean the original principal amount \$105,000,000 City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2010, dated May 26, 2010, of which \$100,465,000 is outstanding as of the date of this Eleventh Supplemental Ordinance.

“Bonds of 2011A” shall mean the original principal amount \$100,000,000 Waterworks and Sewer System Revenue Bonds, Series 2011A, dated December 8, 2011, of which \$91,905,000 is outstanding as of the date of this Eleventh Supplemental Ordinance.

“Bonds of 2011B” shall mean the original principal amount \$27,265,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series

2011B, dated December 8, 2011, of which \$12,740,000 is outstanding as of the date of this Eleventh Supplemental Ordinance.

“Bonds of 2012” shall mean the original principal amount \$58,055,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series 2012, dated March 8, 2012, all of which is outstanding as of the date of this Eleventh Supplemental Ordinance.

“Bonds of 2013” shall mean the original principal amount \$75,305,000 Waterworks and Sewer System Revenue Bonds, Series 2013, dated December 18, 2013, of which \$70,705,000 is outstanding as of the date of this Eleventh Supplemental Ordinance.

“Bonds to be Refunded” shall mean the Bonds of 2010 or Bonds of 2011A (or any or all of either of the foregoing) to be refunded with a portion of the proceeds of the New Bonds, as determined by the Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11.

“Book-Entry Form” or “Book-Entry System” shall mean with respect to the New Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the New Bonds may be transferred only through a book-entry and (b) physical bond certificates in fully registered form are registered only in the name of a Depository or its nominee as Holder, with the physical bond certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the New Bonds, when subject to the Book-Entry System.

“Business Day” shall mean, with respect to the New Bonds issued pursuant to this Eleventh Supplemental Ordinance, any day other than a Saturday, a Sunday or a day which shall be a legal holiday or a day on which banking institutions are authorized by law or executive order to close in the State or the state in which the respective offices of the Paying Agent and the Registrar are located.

“City Representative” shall mean the person or persons at the time designated to act on behalf of the City for the purpose of performing any act under this Eleventh Supplemental Ordinance by a written certificate containing the specimen signature of such person or persons and signed on behalf of the City by the Mayor or the City Manager.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” shall have the meaning given that term in Section 15 hereof.

“Council” shall mean the City Council of the City.

“Custodian” shall mean the bank, depository or trust company selected by the City as custodian of the Series Construction Fund.

“Depository” shall mean any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 15A of the Securities Exchange Act of 1934, as amended, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the New Bonds, and to effect transfers of the New Bonds, in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited-purpose trust company), New York, New York.

“Eighth Supplemental Ordinance” shall mean Eighth Supplemental Ordinance No. 2011-068 of the Council of the City enacted on September 20, 2011.

“Escrow Agent” shall mean Regions Bank, as paying agent for the Bonds to be Refunded and, if applicable, escrow agent under the Refunding Trust Agreement.

“Fifth Supplemental Ordinance” shall mean Fifth Supplemental Ordinance No. 2007-072 of the Council of the City enacted on September 19, 2007, as supplemented by the Sixth Supplemental Ordinance and the Seventh Supplemental Ordinance.

“Fourth Supplemental Ordinance” shall mean Fourth Supplemental Ordinance No. 2005-013 of the Council of the City enacted on May 18, 2005.

“General Bond Ordinance” shall mean Ordinance No. 93-43 of the Council of the City enacted on May 21, 1993.

“Initial Bonds” shall mean the New Bonds initially issued in Book-Entry Form as provided in Section 4 hereof.

“Insurer” shall mean each insurance company providing a Surety Bond, or any successor thereto or assignee thereof.

“Insurer Default” shall mean there shall exist a default in the payment by the Insurer of principal of or any interest on any New Bond when required to be made by the applicable Surety Bond.

“Interest Payment Date” shall mean February 1 and August 1 of each year commencing February 1, 2017, or as otherwise determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof.

“Letter of Credit” shall mean, subject to Section 8 hereof, a letter of credit (if any) issued by a bank or other financial institution satisfactory to the City, to satisfy all or a portion of the Series Reserve Fund Requirement.

“New Bonds” shall mean the City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, in one or more series pursuant to Section 3 hereof, in the aggregate principal amount of not exceeding \$281,000,000, in order to refinance the Bonds to be Refunded, to

finance the Costs of Acquisition and Construction of the New Projects, to fund deposits to the Series Debt Service Reserve Funds, if any, or otherwise satisfy the Series Reserve Fund Requirements, if any, applicable thereto as provided herein and to finance Costs of Issuance, authorized to be issued hereunder.

“New Projects” shall mean, collectively, the improvements, extensions and enlargements to the System, including any one or more of the projects described in Schedule I hereto, and such other improvements as the City may deem necessary or incidental to the System.

“Ninth Supplemental Ordinance” shall mean Ninth Supplemental Ordinance No. 2012-014 of the Council of the City enacted on February 21, 2012.

“Outstanding Parity Bonds” shall mean, as of the date of this Eleventh Supplemental Ordinance, the Bonds of 2009, the Bonds of 2010, the Bonds of 2011A, the Bonds of 2011B, the Bonds of 2012 and the Bonds of 2013.

“Paying Agent” shall mean the bank, trust company or other financial institution selected by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to act as Paying Agent for the New Bonds.

“Principal Payment Date” shall have the meaning given to such term in Section 3(a).

“Refunding Trust Agreement” shall mean, collectively, one or more Refunding Trust Agreements dated the date of their execution between the City and the Escrow Agent.

“Refunding Trust Fund” shall mean, collectively, one or more funds of that name created pursuant to the Refunding Trust Agreement.

“Registrar” shall mean the bank, trust company or other financial institution selected by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to act as Registrar for the New Bonds.

“Reimbursement Agreement” shall mean, subject to Section 8, a reimbursement agreement between the City and the Insurer relating to a Surety Bond.

“Seventh Supplemental Ordinance” shall mean Seventh Supplemental Ordinance No. 2009-83 of the Council of the City enacted on August 19, 2009.

“Series Construction Fund” shall mean one or more Funds established pursuant to Section 13 hereof into which a portion of the proceeds of a Series of the New Bonds will be deposited and from which such proceeds will be disbursed to pay the Costs of Acquisition and Construction of the New Projects and Costs of Issuance, as applicable. Pursuant to Section 13, each Series Construction Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

“Series Debt Service Fund” shall mean one or more Funds established pursuant to

Section 7 hereof to provide for the payment of the principal of and interest on the Series of the New Bonds related thereto. Pursuant to Section 7, each Series Debt Service Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

"Series Debt Service Reserve Fund" shall mean one or more Funds, if any, established pursuant to Section 8 hereof (a) to insure the timely payment of the principal and interest on the New Bonds related thereto; and (b) to provide for the redemption of the Series of the New Bonds related thereto. Pursuant to Section 8, each Series Debt Service Reserve Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

"Series Reserve Fund Requirement" shall mean the amount, if any, established pursuant to Section 8 hereof.

"Sixth Supplemental Ordinance" shall mean Sixth Supplemental Ordinance No. 2009-87 of the Council of the City enacted on August 19, 2009.

"Surety Bond" shall mean, subject to Section 8, the reserve policy or surety bond, if any, issued by the Insurer in connection with the New Bonds and payable to the Paying Agent.

"Swap" shall mean the interest rate swap transaction entered into under the authorization of the Fifth Supplemental Ordinance.

"Tenth Supplemental Ordinance" shall mean Tenth Supplemental Ordinance No. 2013-097 of the Council of the City enacted on September 3, 2013.

"Underwriters" shall mean _____.

"Value" or "Values" means, if a Surety Bonds is in effect for a Series of New Bonds, with respect to any Permitted Investments for the Series Debt Service Fund and Series Debt Service Reserve Fund established for such Series of New Bonds, the amount calculated under the Ordinance determined as of any date of calculation as follows:

- (a) the bid price published by a nationally recognized pricing service as selected by the City in its sole discretion;
- (b) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and
- (c) as to any investment not specified above: the value thereof established by prior agreement between the City and the Insurer.

Section 2. Certain Findings and Determinations.

The City hereby finds and determines:

(a) This Eleventh Supplemental Ordinance supplements the Ordinance, constitutes and is a “Supplemental Ordinance” within the meaning of such quoted term as defined and used in the Ordinance, and is enacted under and pursuant to the Ordinance.

(b) The New Bonds constitute and are “Bonds” within the meaning of the quoted word as defined and used in the Ordinance.

(c) Subject to the following sentence, the Net Revenues pledged under the Ordinance are not encumbered by any lien and charge thereon or pledge thereof, other than (i) the lien and charge thereon and pledge thereof created by the General Bond Ordinance, the Fifth Supplemental Ordinance and the Seventh Supplemental Ordinance for the payment and security of the Bonds of 2009; (ii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance, the Fifth Supplemental Ordinance and the Sixth Supplemental Ordinance for the payment and security of the Bonds of 2010; (iii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Eighth Supplemental Ordinance for the payment and security of the Bonds of 2011A and the Bonds of 2011B; (iv) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Ninth Supplemental Ordinance for the payment and security of the Bonds of 2012; (v) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Tenth Supplemental Ordinance for the payment and security of the Bonds of 2013; and (v) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and this Eleventh Supplemental Ordinance for the payment and security of the New Bonds. The City has heretofore entered into (1) the Swap which is secured by a pledge of and lien and charge upon the Net Revenues of the System, which lien and charge is subordinate and inferior to the lien and charge thereof securing the Outstanding Parity Bonds and any other Bonds issued pursuant to the General Bond Ordinance on a parity with the Outstanding Parity Bonds and (2) the 2009 Letter of Credit, the City’s payment obligations under each of which are limited to Net Revenues of the System available “to meet any obligations of the City which are or which shall become charges, liens or encumbrances upon the Revenues of the System” as provided in Section 6.7 of the General Bond Ordinance.

(d) There does not exist an Event of Default, nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute such Event of Default.

(e) The period of usefulness of the System is in excess of thirty (30) years from the date hereof. The estimated cost of refunding the Bonds to be Refunded is approximately \$206,700,000.

(f) The estimated Costs of Acquisition and Construction of the New Projects (excluding Costs of Issuance) is approximately \$70,000,000 to be financed in part with the proceeds of the New Bonds.

(g) Article III of the General Bond Ordinance provides that one or more Series of Bonds may be issued for such purposes as may be permitted by the Act upon compliance with certain provisions of the General Bond Ordinance for the purposes of paying the Costs of Acquisition and Construction of one or more Projects authorized to be financed under the Act.

Further, Section 3.4(B) of the General Bond Ordinance provides that Bonds may be issued at any time for the purpose of refunding (including by purchase) other Bonds, including amounts to pay principal, redemption premium and interest to the date of redemption (or purchase) of the refunded Bonds and the Cost of Issuance; provided that (i) the aggregate Debt Service on all Bonds to be Outstanding after the issuance of the proposed Series of New Bonds shall not be greater than would have been the aggregate Debt Service of all Bonds not then refunded and the Bonds to be refunded; or (ii) the requirements of paragraph (A), (B), (C) and (E) of Section 3.3 of the General Bond Ordinance are met with respect to the refunding Series. Bonds issued upon compliance with Section 3.2 and Section 3.3 of the General Bond Ordinance shall be issued on a parity as to the Net Revenues of the System in all respects *inter sese*.

(h) Section 12.1 of the General Bond Ordinance provides that the obligations of the City under the Ordinance and the liens, pledges, charges, trusts, covenants and agreements of the City made or provided for therein shall be fully discharged and satisfied as to any Bond, and such Bond shall no longer be deemed to be Outstanding under the General Bond Ordinance when payment of the principal of, redemption premium, if any, and interest on such Bond shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (A) moneys sufficient to make such payment, or (B) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Paying Agent and Registrar for the New Bonds.

(i) Subject to Section 8 hereof, if a Series Debt Service Reserve Fund is established hereunder with respect to a Series of the New Bonds, it shall secure only such Series of New Bonds, and the Series Reserve Fund Requirement (if any) will be satisfied through the deposit of cash (at such time as may be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 8 hereof), the purchase of a Surety Bonds, the provision of a Letter of Credit or any combination of the foregoing, for the benefit of the Holders of the New Bonds.

(j) The New Bonds are being issued hereunder in an aggregate principal amount of not exceeding \$281,000,000, for one or more of the following purposes: (1) to refinance the Bonds to be Refunded (the "Refunding"); (2) to improve and enlarge the System (i.e., the New Projects); and (3) to fund the Series Debt Service Reserve Fund (if any) in an amount equal to the Series Reserve Fund Requirement (if funded upon the initial delivery of the Bonds) through the deposit of cash, the purchase of a Surety Bonds, the provision of a Letter of Credit or any combination thereof, and pay the Cost of Issuance of the New Bonds; provided, that for the avoidance of doubt, not exceeding \$209,000,000 principal amount of the New Bonds would be used for the Refunding and not exceeding \$72,000,000 principal amount of the New Bonds would be used to finance the New Projects.

(k) It is necessary and in the best interest of the City to undertake the Refunding and/or the New Projects and to issue the New Bonds in the aggregate principal amount of not exceeding \$281,000,000 in accordance with the Ordinance, the Act, and this Eleventh Supplemental Ordinance for the purposes and subject to the limitations set forth above, which New Bonds shall be issued on a parity with the Outstanding Parity Bonds.

Section 3. Authorization of New Bonds.

(a) There is hereby authorized to be issued one or more Series of Bonds designated “City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series (year) [including such further words, numbers or letters as may be necessary or desirable to identify individual series thereof and the purpose for issuance]” (collectively, the “New Bonds”), in the aggregate principal amount of not exceeding \$_____. The proceeds of the New Bonds shall be used for one or more of the purposes set forth in Section 2(j) hereof.

The New Bonds shall mature on February 1 in each of the years (the “Principal Payment Dates”) and in the principal amounts, and bear interest at the rates per annum (calculated on the basis of a 360-day year composed of twelve 30-day months), as determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof.

(b) Such of the New Bonds as the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, shall determine pursuant to Section 11 hereof shall be subject to mandatory redemption at a redemption price equal to the principal amount of the New Bonds to be redeemed, together with interest accrued from the date of redemption, in the years and in the amounts determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof.

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation New Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such New Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each New Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in such order as the City may direct the Registrar in writing, and the principal amount of the New Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

(c) The Registrar, without further authorization or direction from the City, shall give notice of all mandatory redemptions within the time periods and in the manner specified in Article V of the General Bond Ordinance.

(d) The New Bonds shall originally be dated the date of delivery of the New Bonds, or such other date as the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, shall determine pursuant to Section 11 hereof, and shall be issued as fully registered Bonds in the denominations of \$5,000 and

integral multiples of \$5,000, or in such other denominations determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof. The New Bonds shall be numbered and lettered in such a fashion as to maintain a proper record thereof.

(e) Principal of and redemption premium, if any, on the New Bonds shall be payable at the designated corporate trust office of the Paying Agent. Interest on the New Bonds shall be payable on each Interest Payment Date, in each case to the Holders as of the immediately preceding Record Date, such interest to be paid by the Paying Agent by check or draft mailed to each Holder at the address as it appears on the Books of Registry maintained at the designated corporate trust office of the Paying Agent, in the case of a Holder of \$1,000,000 or more in principal amount of New Bonds, by wire transfer to an account within the continental United States upon the timely receipt of a written request of such Holder.

(f) The New Bonds and the assignment provisions pertaining thereto shall be in substantially the form set forth in Exhibit A hereto, with such necessary or appropriate variations, omissions and insertions as are incidental to the series, numbers, denominations, maturities, dates, interest rate or rates, redemption provisions, the purpose of issuance and other details thereof or as are otherwise permitted or required by law or by the Ordinance, including this Eleventh Supplemental Ordinance.

(g) A copy of the approving opinion to be rendered on the New Bonds shall be attached to each New Bond, preceding the same a certificate shall appear, which shall be signed on behalf of the City by a manual or facsimile signature of the Clerk of the City. Such certificate shall be in the form substantially as follows:

IT IS HEREBY CERTIFIED that the following are true and correct copies of the respective approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, the originals of which were manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and copies of which are on file with the City of Columbia, South Carolina.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Clerk

Section 4. Book-Entry System; Recording and Transfer of Ownership of the New Bonds.

The Initial Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the Depository, and transfers of beneficial ownership of the Initial Bonds shall be made only through the Depository and its participants in accordance with rules specified by the Depository. Such beneficial ownership must be of \$5,000 principal amount of Initial Bonds of the same Series and maturity or any integral multiple of \$5,000.

The Initial Bonds will be issued in fully-registered form, as a single Bond representing the entire principal amount of each Series of the New Bonds or one New Bond for each of the maturities of each Series of the New Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Initial Bonds becomes due, the City shall transmit or cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be considered to be the owner of the Initial Bonds so registered for all purposes of this Eleventh Supplemental Ordinance, including, without limitation, payments as aforesaid and receipt of notices. The Depository shall remit such payments to the Beneficial Owners of the New Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to the Depository in accordance with the provisions of the General Bond Ordinance.

The Depository is expected to maintain records of the positions of Participants in the Initial Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Initial Bonds. The City, the Registrar and the Paying Agent make no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the City, the Registrar and the Paying Agent shall have no responsibility for any such maintenance of records or transfer of payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

The City, the Paying Agent and the Registrar may treat the Depository (or its nominee) as the sole and exclusive owner of the New Bonds registered in its name for the purpose of payment of the principal of, interest or premium, if any, on the New Bonds, giving any notice permitted or required to be given to Bondholders under the General Bond Ordinance or this Eleventh Supplemental Ordinance, registering the transfer of the New Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The City, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the New Bonds under or through the Depository or any Participant, or any other person which is not shown on the Books of Registry of the City maintained by the Registrar as being a Bondholder, with respect to: the accuracy of any records maintained by the Depository or any Participant or the maintenance of any records; the payment by the Depository or any Participant of any amount in respect of the principal of, interest or premium, if any, on the New Bonds; the sending of any transaction statements; the delivery or timeliness of delivery by the Depository or any Participant of any notice which is permitted or required to be given to Bondholders thereunder; the selection of Bondholders to receive payments upon any partial redemption of the New Bonds; or any consent given or other actions taken by the Depository as a Bondholder.

If (a) the Depository determines not to continue to act as securities depository for the New Bonds, and gives reasonable notice to the Registrar or the City, or (b) the City has advised the Depository of the City's determination that the Depository is incapable of discharging its duties,

then the City shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the City or the Registrar of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute and deliver to the successor depository, the New Bonds of the same principal amount, interest rate and maturity. If the City is unable to retain a qualified successor to the Depository, or the City has determined that it is in its best interest not to continue the Book-Entry System of transfer or that interests of the Beneficial Owners of the New Bonds might be adversely affected if the Book-Entry System of transfer is continued (the City undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the New Bonds by mailing an appropriate notice to the Depository, upon receipt by the City of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute, authenticate and deliver to the Depository Participants the New Bonds in fully-registered form, in authorized denomination; provided, however, that the discontinuation of the Book-Entry System of registration and transfer with respect to the New Bonds or the replacement of the Depository or any successor depository shall be subject to the applicable rules and procedures of the Depository or such successor depository on file or otherwise approved by the Securities and Exchange Commission.

Section 5. Optional Redemption of New Bonds.

Such of the New Bonds as may be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof shall be subject to redemption prior to maturity, at the option of the City upon the written direction of the City, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the respective redemption prices with respect to each New Bond, expressed as a percentage of principal amount of the New Bonds to be redeemed, as shall be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption.

Section 6. Payment of the New Bonds.

The New Bonds, together with the interest thereon, shall be payable, in such coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts, solely from the Net Revenues of the System in accordance with the provisions of the Ordinance including this Eleventh Supplemental Ordinance. The New Bonds shall be issued on a parity with the pledge of Net Revenues securing the remaining Outstanding Parity Bonds, and shall be senior to the pledge thereof securing the City's obligations under the Swap, the 2009 Letter of Credit or any Junior Bonds or any other charges, liens or encumbrances on the Net Revenues of the System, as contemplated by Section 6.7 of the General Bond Ordinance.

The New Bonds, and the interest thereon, shall not be a debt of the City, nor a charge, lien or encumbrance, legal or equitable, upon any property of the City or upon any income, receipts or revenues of the City other than such of the Net Revenues of the System as are hereby pledged to the payment thereof. No recourse shall be had for the payment of the New Bonds, or the

interest thereon, or any part thereof, against the general fund of the City, nor shall the credit or taxing powers of the City be deemed to be pledged to the payment of the principal of and interest on the New Bonds. The full faith, credit and taxing powers of the State of South Carolina or of the City are not pledged to the payment of the principal of or the interest on the New Bonds, and the New Bonds shall never constitute an indebtedness of the City within the meaning of any State constitution provision (other than Article X, Section 14, Paragraph 10, of the South Carolina constitutional provision authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation.

Section 7. Establishment of Series Debt Service Fund.

In accordance with Section 6.5 of the General Bond Ordinance, the Series Debt Service Fund is hereby established on the date of the original delivery of the New Bonds and held by the City for the benefit of the Holders of the New Bonds; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for the payment of debt service on such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Debt Service Fund" with respect to the related Series of New Bonds.

Section 8. Establishment of the Series Reserve Fund Requirement and Series Debt Service Reserve Fund.

In accordance with Section 6.6 of the Ordinance, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, may determine whether it is necessary or desirable to establish a Series Debt Service Reserve Fund for the benefit of the Holders of one or more Series of New Bonds (if any) and the amount and timing of funding of the Series Reserve Fund Requirement, and, if so, such Series Debt Service Reserve Fund shall be established on the date of the original delivery of such Series of New Bonds or funded from System Revenues over a period of time thereafter and held by the City, all as provided in the Ordinance; provided, however, that (1) upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established (if at all) for each Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Debt Service Reserve Fund" with respect to the related Series of New Bonds; and (2) in the event of any full or partial defeasance of a Series of New Bonds under Article X of the Ordinance, then the Series Reserve Fund Requirement established for such Series of New Bonds shall be recalculated based on the then Outstanding principal amount of such Series. If the Series Debt Service Reserve Fund is established, the Series Reserve Fund Requirement initially will be satisfied by the City by the deposit of cash into the Series Debt Service Reserve Fund (which may, as designated by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof, be funded from the proceeds of the New Bonds on the date of delivery thereof or from System Revenues thereafter), with the purchase of a Surety Bonds, the provision of a Letter of Credit or any combination of the foregoing, in each case for the benefit of the Holders of the New Bonds.

Section 9. Authorization to Effect Refunding; Redemption of the Bonds to be Refunded. The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and directed for and on behalf of the City to take such actions, including but not limited to the execution by the Mayor and the City Manager, or either of them acting alone, of the Refunding Trust Agreement or other agreements, and give such directions as shall be necessary to carry out the provisions of this Eleventh Supplemental Ordinance, including directions to the paying agent and/or registrar of the Bonds to be Refunded calling all or a portion of the Bonds to be Refunded for redemption on one or more dates. If executed, the Refunding Trust Agreement shall be dated the date of delivery of the related Series of the New Bonds to the initial purchaser thereof, and substantially in the form approved by the Mayor and the City Manager, or either of them acting alone, upon the advice of counsel to the City. The execution thereof shall be evidence of the approval of any such form of agreement.

Upon delivery of the New Bonds, a portion of the principal proceeds thereof, together with amounts (if any) deposited in the Debt Service Fund with respect to the Bonds to be Refunded and other funds of the City, shall be used to refinance the Bonds to be Refunded or, if applicable, be deposited with the Escrow Agent and held by it under the Refunding Trust Agreement and in the Refunding Trust Fund. Subject to the terms of the Refunding Trust Agreement, it shall be the duty of the Escrow Agent to keep such proceeds invested and reinvested to the extent that it shall be practical in Government Obligations and to apply the principal and interest of the trust so established in the manner prescribed in such Refunding Trust Agreement and the General Bond Ordinance.

The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized to take such actions as may be necessary or desirable, upon the advice of counsel to the City, to secure the Government Obligations to be purchased under the Refunding Trust Agreement, including but not limited to the preparation and dissemination of bid specifications and the execution of directions to purchase such Government Obligations.

Section 10. Designation of Registrar and Paying Agent.

The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and empowered to select the Registrar and the Paying Agent, respectively, for the New Bonds, pursuant to Section 11 hereof. The Registrar and the Paying Agent shall signify its acceptance of its duties upon delivery of the New Bonds.

Section 11. Sale and Issuance of New Bonds; Official Statement; Collateral Agreements.

(a) The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and empowered to determine the original issue dates and initial Interest Payment Dates of each Series of the New Bonds; the aggregate principal amounts of the New Bonds, if less than authorized by this

Ordinance, and each Series thereof (including the portions thereof to be issued on a taxable or tax-exempt basis), authorized denominations thereof and the purposes of each Series thereof; the interest rates for each Series of the New Bonds; the New Bonds to be subject to mandatory and optional redemption; whether the Series Debt Service Reserve Fund will be established and funded with respect to each Series of the New Bonds and, if so, the manner and timing in which the Series Reserve Fund Requirement will be satisfied; the redemption prices of the New Bonds subject to optional redemption; the Registrar and Paying Agent for each Series of the New Bonds; and any Underwriters' or original issue discount or original issue premium at which each Series of the New Bonds will be sold.

(b) The Mayor and the City Manager, or either of them acting alone, are hereby authorized and empowered to enter into, on behalf of the City, one or more Bond Purchase Agreements to be dated the date of their respective execution. Upon the submission of such Bond Purchase Agreement by the Underwriters, the Mayor and the City Manager, or either of them acting alone, shall further determine that the respective Purchase Contract is fair and reasonable and in the best interest of the City; that the related Series of New Bonds shall be sold to the Underwriters upon the terms and conditions set forth in such Bond Purchase Agreements and upon the basis of the representations therein set forth, and that all conditions precedent to or concurrent with the acceptance of the Bond Purchase Agreements by the City have been met. The Council hereby approves the form of Bond Purchase Agreement attached hereto as Exhibit B, together with such amendments and modifications to the form thereof as the Mayor and the City Manager, or either of them acting alone, shall negotiate and approve, and authorizes and directs the Mayor and the City Manager, or either of them acting alone, to execute the Bond Purchase Agreements, as so modified and amended, and deliver such executed Bond Purchase Agreements to the Underwriters, such person's execution and delivery of the Bond Purchase Agreements constituting conclusive evidence of his approval of the matters therein contained.

(c) The Council hereby ratifies and approves the form of Preliminary Official Statement relating to the New Bonds, in substantially the form attached hereto as Exhibit C, together with such amendments and modifications to the form thereof (the "Preliminary Official Statement") as the Mayor and the City Manager, or either of them acting alone, shall negotiate and approve. The Mayor and the City Manager, or either of them acting alone, is hereby authorized to "deem final" one or more Preliminary Official Statements related to the New Bonds for purposes of complying with the requirements set forth in Rule 15c2-12 of the Securities and Exchange Commission, promulgated under the Securities Exchange Act of 1934, as amended.

(d) The Council hereby authorizes one or more Final Official Statements of the City to be dated of even date with the execution and delivery of the Bond Purchase Agreement relating to the New Bonds, substantially in the form of the Preliminary Official Statement presented at this meeting, with such modifications as the Mayor and the City Manager, or either of them acting alone, approve, as well as any amendments or supplements thereto dated the date thereof (as so amended and supplemented, the "Final Official Statement"); the Mayor and the City Manager, or either of them acting alone, is hereby authorized and directed to execute copies of the Final Official Statement and deliver the same to the Underwriters, which execution and delivery shall be conclusive evidence of the approval of any such modifications; and the City hereby authorizes the use of the Preliminary Official Statement, the Final Official Statement, the Ordinance (including

this Eleventh Supplemental Ordinance) and the information contained herein and therein in the connection with the public offering and sale of the New Bonds by the Underwriters.

(e) A copy of this Eleventh Supplemental Ordinance shall be filed with the minutes of the meeting at which this Eleventh Supplemental Ordinance was enacted.

(f) The Council hereby authorizes the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to negotiate the terms of and prepare investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the New Bonds, to prepare and solicit bids for providers of such agreements, and the Mayor and the City Manager, or either of them acting alone, are authorized to execute, in the name and on behalf of the City, all such agreements or written confirmations of any such investment arrangements and other documents as may be necessary in connection therewith.

(g) Notwithstanding the foregoing resolutions, the Mayor and the City Manager, or either of them acting alone, are hereby authorized and empowered to take such actions as may be necessary or desirable to sell the New Bonds (or any Series thereof) to one or more purchasers in a private offering or private placement transaction, and may prepare, negotiate, execute and deliver a purchase agreement (which may be, but is not required to be, in the form of the Bond Purchase Agreement, together with such amendments and modifications to the form thereof as the Mayor or City Manager shall negotiate and approve, such person's execution and delivery thereof constituting conclusive evidence of his approval of the matters therein contained, or in another form satisfactory to the Mayor and City Manager, or either of them acting alone) with such purchasers and prepare, disseminate, execute and deliver requests for proposals, offering documents or private placement memoranda (which may be in the form of the Preliminary Official Statement, together with such amendments and modifications to the form thereof as the Mayor or City Manager shall negotiate and approve, such person's execution thereof constituting conclusive evidence of his approval of the matters therein contained, or otherwise) and solicit interest and receive offers from purchasers to purchase one or more Series of New Bonds in a private offering or private placement transaction as may be required in connection therewith.

(h) The Council hereby authorizes and directs all of the officers and employees of the City to carry out or cause to be carried out all obligations of the City under the aforesaid Bond Purchase Agreement or purchase agreement and to perform such other actions as they shall consider necessary or advisable in connection with the issuance, sale and delivery of the New Bonds.

(i) The Council hereby ratifies, confirms and approves the actions of the City Manager and the Assistant City Manager for Finance and Economic Services heretofore undertaken with regard to applications for Surety Bonds, Letters of Credit, other credit enhancements, and liquidity arrangements relating to the New Bonds from municipal bond insurance companies or other financial institutions and to enter into, execute and deliver on behalf of the City, such loan, insurance, reimbursement or guaranty agreements as shall be necessary and advisable, with advice of counsel, in connection with the transactions and other matters referred to herein; provided,

however, that the representations and covenants contained in such agreements may be incorporated in this Eleventh Supplemental Ordinance as if fully set forth herein.

(j) With respect to the Swap, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are authorized and empowered to take such actions and execute any agreements or other documents to terminate the Swap, if determined it to be in the City's best interest to do so, upon advice of counsel and the City's financial advisor.

Section 12. Disposition of Proceeds of New Bonds and Certain Other Moneys.

The proceeds derived from the sale of any Series of the New Bonds, net of the original issue discount or original discount premium or both, and any Underwriters' discount or fees payable to the purchasers thereof and the premium, if any, on the Surety Bonds, shall be deposited with the City and used for one or more of the following purposes:

(a) There shall be paid over to the paying agent for the Bonds to be Refunded or the Escrow Agent (as applicable), an amount which the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, determine to be required, together with amounts (if any) transferred from the Debt Service Fund and/or Debt Service Reserve Fund for the Bonds to be Refunded and other moneys of the City, to provide for the payment of principal of, redemption premium, if any, and interest on the Bonds to be Refunded upon the redemption thereof.

(b) If the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, determine that a Series Debt Service Reserve Fund shall be established for a Series of New Bonds and the Series Reserve Fund Requirement shall be funded with a portion of the proceeds of a Series of the New Bonds, there shall be deposited with the City for deposit into such Series Debt Service Reserve Fund an amount equal to the Series Reserve Fund Requirement.

(c) The remainder of the proceeds of any Series of the New Bonds shall be deposited into the Series Construction Fund established in Section 13 hereof to pay Costs of Acquisition and Construction for the New Projects and Costs of Issuance for such Series of New Bonds.

The respective amounts specified in this Section 12 shall be determined by the City upon delivery of any Series of the New Bonds.

Section 13. Series Construction Fund.

There is hereby created and established the Series Construction Fund, which fund shall be held by the Custodian; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Construction Fund" with respect to the related Series of New Bonds.

The Series Construction Fund established for a particular Series of New Bonds shall be accounted for as a single fund, however the moneys on deposit therein may be held by one or more banks or other financial institutions designated by the City. The moneys on deposit in the Series Construction Fund shall be used and applied to pay the Cost of the Acquisition and Construction of the New Projects and all Costs of Issuance incidental to the issuance and sale of the New Bonds.

Moneys held for the credit of the Series Construction Fund shall be invested to the fullest extent practicable and reasonable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such Fund.

Withdrawals from the Series Construction Fund shall be made in the manner withdrawals from other funds of the City are made.

If after the payment in full of all costs of the New Projects and Costs of Issuance or after adequate provision has been made for such payment any moneys remain in the Series Construction Fund, such excess shall be paid into the related Series Debt Service Fund and shall be used only for the payment of the principal of and interest on the related Series of New Bonds or, in the alternative, to acquire Outstanding New Bonds at a price (exclusive of accrued interest) not exceeding the face amount thereof.

Section 14. Federal Tax Covenant.

The City hereby covenants and agrees with the Holders of the New Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the New Bonds to become includable in the gross income of the Holders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the New Bonds. The City further covenants and agrees with the Holders of the New Bonds that no use of the proceeds of the New Bonds shall be made which, if such use had been reasonably expected on the date of issue of the New Bonds would have caused the New Bonds to be "arbitrage bonds," as defined in the Code; and to that end the City hereby shall:

- (a) comply with the applicable provisions of Sections 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as any of the New Bonds are Outstanding;
- (b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

Section 15. Continuing Disclosure.

(a) The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement in the form attached hereto as Exhibit D (the “Continuing Disclosure Agreement”) with such changes as may be approved by the Mayor and the City Manager, or either of them acting alone, upon advice of counsel. Notwithstanding any other provision of the Ordinance or this Eleventh Supplemental Ordinance, failure of the City to comply with the provisions of the Continuing Disclosure Agreement shall not be considered an Event of Default under the Ordinance or this Eleventh Supplemental Ordinance. The Continuing Disclosure Agreement shall be executed by the Mayor and the City Manager, or either of them acting alone, prior to the delivery of the New Bonds.

(b) The City covenants, so long as and to the extent required pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, to file with a central repository for availability in the secondary bond market when requested:

(i) an annual independent audit, within thirty (30) days of the City’s receipt of the audit; and

(ii) event specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of the Revenues or the City’s tax base.

(c) The only remedy for failure by the City to comply with the Continuing Disclosure Agreement or the covenants included in paragraph (b) of this Section 15 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an “Event of Default” under the Ordinance or this Eleventh Supplemental Ordinance. The Registrar and the Paying Agent shall have no responsibility to monitor the City’s compliance with the Continuing Disclosure Agreement or the covenants included in paragraph (b) of this Section 15, and the City specifically reserves the right to amend or delete its covenants in the Continuing Disclosure Agreement or in paragraph (b) of this Section 15 to reflect any change in Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, or federal law, as applicable, without the consent of the Registrar and the Paying Agent or the Registered Holders of any New Bond.

(d) The Council hereby adopts the following procedures relating to continuing disclosure for the New Bonds and any other publicly-traded debt:

(1) The Assistant City Manager for Finance and Economic Services or the equivalent thereto (the “Disclosure Representative”) of the City shall be responsible for compliance with these written procedures and for compliance with any continuing disclosure obligations undertaken by the City or imposed upon the City by state or federal law or regulations. The Disclosure Representative is permitted to obtain the assistance of his or her staff and authorized to obtain professional assistance to cause this information to be compiled and provided, but the ultimate responsibility for the dissemination of the information will remain with the Disclosure Representative.

(2) The Disclosure Representative shall acquire a clear understanding regarding the City's continuing disclosure obligations. Through participation in professional groups such as the South Carolina Government Finance Officers Association or the South Carolina Financial Concepts and Strategies Institute, the Disclosure Representative shall participate in continuing education programs regarding continuing disclosure.

(3) For each issuance of bonds that involves a continuing disclosure obligation, the Disclosure Representative shall review such continuing disclosure undertaking and discuss with the City's bond counsel, financial advisor and underwriter, if any, prior to the execution of such continuing disclosure undertaking.

Section 16. Further Actions.

The Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services, the City Clerk and the City Attorney are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate issuance and sale of the New Bonds pursuant to the Bond Purchase Agreement, to elect to purchase the Surety Bonds and to carry out the intentions of this Eleventh Supplemental Ordinance.

Section 17. Headings.

The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Eleventh Supplemental Ordinance.

Section 18. Notices.

All notices, certificates or other communications hereunder or under the Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows:

If to the City:

City of Columbia
1737 Main Street
Columbia, South Carolina 29217-0147
Attention: City Manager

The City, the Registrar, the Paying Agent, the Escrow Agent and the Insurer (if any) may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 19. Repeal of Inconsistent Ordinances and Resolutions.

All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Eleventh Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 20. Effective Date.

This Eleventh Supplemental Ordinance shall become effective upon its enactment.

[Signature page follows]

Enacted by the City Council of the City of Columbia, South Carolina, this _____
day of _____, 2016.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading:

Date of Second Reading:

SCHEDULE I

List of New ProjectsWATER CIP

Rehabilitation and Installation of Water Lines for Water Quality and Fire Protection Upgrades
System Wide Expansion
Columbia Canal Water Treatment Plant Upgrades
Lake Murray Water Treatment Plant Upgrades

SEWER CIP

Rehabilitation and Installation of Sewer Lines and Manholes
System Capacity Upgrades
System Wide Expansion
Metro Wastewater Treatment Plant Upgrades

EXHIBIT A

FORM OF NEW BOND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, New York, New York ("DTC") to the City of Columbia, South Carolina or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF COLUMBIA
WATERWORKS AND SEWER SYSTEM [REFUNDING] REVENUE BOND
SERIES (YEAR)

REGISTERED

No. R-_____

Original
Issue Date

Maturity
Date

Interest
Rate

CUSIP

_____ 1, 2016

(As set forth in Schedule A)

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: \$_____

The City of Columbia, South Carolina (the "City"), is justly indebted and, for value received, hereby promises to pay to the Registered Holder (named above), or registered assigns, but solely from the Net Revenues hereinafter mentioned and not otherwise, the Principal Amount shown above on the Maturity Date shown above (unless the within Bond shall be subject to prior redemption and shall have been duly called for previous redemption and payment of redemption price made or provided for), upon presentation and surrender of this Bond at the principal office of _____, as paying agent (the "Paying Agent") in _____, and to pay interest, but solely from the Net Revenues hereinafter mentioned and not otherwise, on such principal amount from the date hereof at the Interest Rate per annum shown above until this Bond matures. Interest on this Bond is payable (calculated on the basis of a 360-day year comprised of twelve 30-day months) on _____, and semiannually thereafter on February 1 and August 1 of each year, until this Bond matures, and shall be payable by wire transfer to the registered holder owning at least \$1,000,000 aggregate principal amount of the Bonds to an account within the continental United States or by check or draft mailed to the person in whose name this Bond is registered on the registration books of the City maintained by _____ (the "Registrar"), in _____, at _____

the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by wire transfer, check or draft as set forth above.

THIS BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 17, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THIS BOND AND THE BONDS OF THE SERIES OF WHICH IT IS ONE SHALL NOT CONSTITUTE A DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE AFORESAID NET REVENUES OF THE SYSTEM (AS DEFINED HEREIN) PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THIS BOND OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

This Bond shall not be entitled to any benefit under the Bond Ordinance (hereinafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

This Bond is one of an authorized series of Bonds (as defined in the Bond Ordinance) of the aggregate principal amount of _____ (\$_____) of like date of original issue, tenor and effect, except as to number, date of maturity, principal amount, date of authentication, registered holder, redemption provisions and rate of interest, issued by the City for the purpose of making certain improvements, enlargements and extensions to the City's Water and Sewer System (the "System"). This Bond and the series of Bonds of which it is one are authorized to be issued and are issued under, pursuant to and in full compliance with the Constitution and statutes of the State of South Carolina, including particularly Article X, Section 14(10) of the South Carolina Constitution and Title 6, Chapter 17 of the Code of Laws of South Carolina, 1976, as amended (collectively the "Act"). This Bond and the series of Bonds of which it is one are also authorized to be issued and are issued under and pursuant to General Bond Ordinance No. 93-43 of the City Council of the City (the "Council") enacted on May 21, 1993, as amended (as so amended, the "General Bond Ordinance"), and as supplemented by the Eleventh Supplemental Ordinance No. 2016-046 of the Council enacted on _____, 2016 (the "Eleventh Supplemental Ordinance," and together with the General Bond Ordinance, the "Bond Ordinance"), under the Act which Bond Ordinance has been duly codified and indexed as prescribed by law.

The Bond Ordinance contains provisions defining terms, including the properties comprising the System; sets forth the revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series which may hereafter be issued on a parity herewith under the Bond Ordinance; sets forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the holder hereof with respect thereto; sets forth the terms and conditions upon which and the extent to which the Bond Ordinance may be altered, modified and amended; sets forth the terms and conditions upon which this Bond is issued upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the City thereunder; and sets forth the terms and conditions upon which the pledge made in the Bond Ordinance for the security of this Bond and upon which the covenants, agreements and other obligations of the City made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Bond Ordinance. Reference is hereby made to the Bond Ordinance to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents. The provisions of the General Bond Ordinance pertaining to the definitions of the "Debt Service" and "Maximum Debt Service", to provide for the calculation of interest on Variable Rate Bonds for purposes of the additional bonds' test, and to otherwise modify the rate covenant have been amended by Supplemental Ordinances to the General Bond Ordinance. The provisions of the Act and the Bond Ordinance shall be a contract with the holder of this Bond.

This Bond and the series of Bonds of which it is one and the interest thereon are special obligations of the City and are secured by and payable solely from, and secured equally and ratably by a pledge of and lien upon, the Net Revenues (as defined in the General Bond Ordinance) derived by the City from the System; and on a parity with the Bonds of 2009, the Bonds of 2010 [which will remain outstanding after the issuance of this Bond and the series of Bonds of which it is one], the Bonds of 2011A, the Bonds of 2011B, the Bonds of 2012 and the Bonds of 2013 (as such terms are defined in the Eleventh Supplemental Ordinance) and any Series of Bonds (as defined in the General Bond Ordinance) which are presently Outstanding (as defined in the General Bond Ordinance) or which may be hereafter issued under the General Bond Ordinance payable from such Net Revenues on a parity and equally and ratably secured therewith.

This Bond and the series of Bonds of which it is one maturing on or prior to February 1, ____, shall not be subject to redemption prior to their stated maturities. This Bond and the series of Bonds of which it is one maturing on or after February 1, ____, shall be subject to redemption prior to maturity, at the option of the City, on and after February 1, ____, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the redemption prices with respect to each Bond, expressed as a percentage of the principal amount to be redeemed, as set forth below, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption:

Period During Which
Redeemed (both dates inclusive)

Redemption
Prices

If less than all the Bonds of the series of which this Bond is one of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event this Bond is redeemable, as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this Bond and specifying the redemption date and the premium payable upon such redemption, shall be given by the Registrar by first class mail, postage prepaid, to the registered owner thereof not less than thirty (30) days and not more than sixty (60) days prior to the redemption date at the last address appearing upon the registration books of the City. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

The Bonds of the series of which this Bond is one maturing in the year ____ shall be retired by sinking fund installments which shall be accumulated in the Series Debt Service Fund (as defined in the Eleventh Supplemental Ordinance) in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

Year

Principal Amount

The Bonds of the series of which this Bond is one maturing in the year ____ shall be retired by sinking fund installments which shall be accumulated in the Series Debt Service Fund in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

YearPrincipal Amount

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation, Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred 100 percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in chronological order, and the principal amount of the Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

This Bond is transferable, as provided in the Bond Ordinance, only upon the books of the City kept for that purpose at the principal office of the Registrar by the registered owner in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, rate of interest and maturity shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The City, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption premium, if any, hereof and interest due hereon and for all other purposes.

To the extent and in the manner permitted by the terms of the Bond Ordinance, the provisions of this Bond or of the Bond Ordinance, or any ordinance amendatory thereof or supplemental thereto, may be amended or modified by the City with the written consent of the holders of at least sixty-six and two-thirds percent (66-2/3%) in principal amount of the Bonds of the series of which this Bond is one then outstanding under the Bond Ordinance (including the Bonds of the series of which this Bond is one); provided, that no such amendment or modification shall permit a change in the date of maturity of any installment of principal hereof or date of optional or mandatory redemption of any Bond or the date of payment of interest thereon or a reduction in the principal amount or redemption price thereof or rate of interest thereon without the consent of the holder of each such Bond affected thereby, or shall reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required by the Bond Ordinance to effect such an amendment or modification.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and statutes of the State of South Carolina to exist, to happen and to be performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law; that the series of which this Bond is a part does not exceed any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond and the series of which it is a part, as provided in the Bond Ordinance.

IN WITNESS WHEREOF, the City of Columbia, South Carolina, has caused this Bond to be executed in its name by the manual/facsimile signature of the Mayor of the City and attested by the manual/facsimile signature of the Clerk of the City under the seal of the City impressed, imprinted or reproduced hereon.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

(FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Bonds described in the within-mentioned Bond Ordinance of City of Columbia, South Carolina.

_____,
Registrar

Dated: _____

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

Notice: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

Notice: The signature to the assignment must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the
entireties

____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to
Minors Act _____
(State)

JT TEN - as joint tenants with
right of survivorship
and not as tenants in common

Additional abbreviations may also be used though not in above list.

CERTIFICATE

IT IS HEREBY CERTIFIED that the following are true and correct copies of the respective approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, the originals of which were manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and copies of which are on file with the City of Columbia, South Carolina.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Clerk

SCHEDULE A

\$ _____

City of Columbia, South Carolina
 Waterworks and Sewer System [Refunding] Revenue Bonds,
 Series (year)

<u>Maturity</u> <u>(February 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>Number</u>
--	-----------------------------------	--------------------------------	-------------------------------

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT D

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (“Disclosure Agreement”), dated as of _____, is executed and delivered by the City of Columbia, South Carolina (“Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (“Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (defined below) of the Bonds (defined below) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (“Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (defined below). The capitalized terms shall have the following meanings:

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the Repositories.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report,

Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the Repositories under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Representative” means the Finance Director or his designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notice Event” means an event listed in Sections 4(a) of this Disclosure Agreement.

“Official Statement” means that Official Statement prepared by the Issuer in connection with

its \$_____ Waterworks and Sewer System Revenue Bonds, Series _____ as listed on Appendix A.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than 30 days prior to the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, _____. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event as described in Section 4(a)(12) has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 12:00 noon on the first business day following the Annual Filing Date for the Annual Report, a Notice Event described in Section 4(a)(12) shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, together with a copy for the Trustee, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - 1. “Principal and interest payment delinquencies;”
 - 2. “Non-Payment related defaults, if material;”
 - 3. “Unscheduled draws on debt service reserves reflecting financial difficulties;”
 - 4. “Unscheduled draws on credit enhancements reflecting financial difficulties;”
 - 5. “Substitution of credit or liquidity providers, or their failure to perform;”
 - 6. “Adverse tax opinions, IRS notices or events affecting the tax status of the security;”
 - 7. “Modifications to rights of securities holders, if material;”
 - 8. “Bond calls, if material;”
 - 9. “Defeasances;”
 - 10. “Release, substitution, or sale of property securing repayment of the securities, if material;”
 - 11. “Rating changes;”
 - 12. “Tender offers;”

13. “Bankruptcy, insolvency, receivership or similar event of the obligated person;”
 14. “Merger, consolidation, or acquisition of the obligated person, if material;”
and
 15. “Appointment of a successor or additional trustee, or the change of name of a trustee, if material;”
- (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;
- (vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:
1. “amendment to continuing disclosure undertaking;”
 2. “change in obligated person;”
 3. “notice to investors pursuant to bond documents;”
 4. “certain communications from the Internal Revenue Service;”
 5. “secondary market purchases;”
 6. “bid for auction rate or other securities;”
 7. “capital or other financing plan;”
 8. “litigation/enforcement action;”
 9. “change of tender agent, remarketing agent, or other on-going party;”
 10. “derivative or other similar transaction;” and
 11. “other event-based disclosures;”
- (vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:
1. “quarterly/monthly financial information;”

2. “change in fiscal year/timing of annual disclosure;”
3. “change in accounting standard;”
4. “interim/additional financial information/operating data;”
5. “budget;”
6. “investment/debt/financial policy;”
7. “information provided to rating agency, credit/liquidity provider or other third party;”
8. “consultant reports;” and
9. “other financial/operating data.”

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement as follows:

- (1) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (2) Financial and operating data for the most recently completed fiscal year which shall consist of the operating data generally consistent with the information contained in the following tables in the Official Statement:

(a) Under the caption “FINANCIAL FACTORS”: (i) Five-Year Summary and (ii) Historical Debt Service Coverage of the System; and

(b) Under the caption “THE CITY AND THE SYSTEM”: (i) Ten Largest Customers, (ii) Number of Billed Customers on Waterworks System, (iii) Number Billed Customers on Sanitary Sewer System, (iv) Water Rates, (v) Sewer Rates, (vi) Comparison of Water Rates in the Columbia MSA, and (vii) Capital Improvements Undertaken;

provided, however, that the City shall be excused from updating financial or operating data which it is required to (but cannot) obtain from other governmental entities.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events, if material, with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to

disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the

date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the

Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated in this Disclosure Agreement.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been

effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature page follows]

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

City of Columbia, South Carolina, as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer City of Columbia, South Carolina
Obligated Person(s) same
Name of Bond Issue: \$_____ Waterworks and Sewer System Revenue Bonds,
 Series _____
Date of Issuance: _____, _____
Date of Official Statement _____, _____

CUSIP Number: _____

EXHIBIT B
NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer City of Columbia, South Carolina
Obligated Person(s) same
Name of Bond Issue: \$_____ Waterworks and Sewer System Revenue Bonds,
Series _____
Date of Issuance: _____, _____
Date of Official Statement _____, _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement, dated as of _____, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by: _____.

Dated: _____

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent,
on behalf of the Issuer

By: _____
Name: _____
Title: _____

cc: Issuer
Obligated Person

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

_____ Description of Notice Events (Check One):

1. _____ "Principal and interest payment delinquencies;"
2. _____ "Non-Payment related defaults, if material;"
3. _____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. _____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. _____ "Substitution of credit or liquidity providers, or their failure to perform;"
6. _____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. _____ "Modifications to rights of securities holders, if material;"
8. _____ "Bond calls, if material;"
9. _____ "Defeasances;"
10. _____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. _____ "Rating changes;"
12. _____ "Tender offers;"
13. _____ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14. _____ "Merger, consolidation, or acquisition of the obligated person, if material;" and
15. _____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

_____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

EXHIBIT C-1
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. ____ "amendment to continuing disclosure undertaking;"
2. ____ "change in obligated person;"
3. ____ "notice to investors pursuant to bond documents;"
4. ____ "certain communications from the Internal Revenue Service;"
5. ____ "secondary market purchases;"
6. ____ "bid for auction rate or other securities;"
7. ____ "capital or other financing plan;"
8. ____ "litigation/enforcement action;"
9. ____ "change of tender agent, remarketing agent, or other on-going party;"
10. ____ "derivative or other similar transaction;" and
11. ____ "other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

EXHIBIT C-1
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1. ____ "quarterly/monthly financial information;"
2. ____ "change in fiscal year/timing of annual disclosure;"
3. ____ "change in accounting standard;"
4. ____ "interim/additional financial information/operating data;"
5. ____ "budget;"
6. ____ "investment/debt/financial policy;"
7. ____ "information provided to rating agency, credit/liquidity provider or other third party;"
8. ____ "consultant reports;" and
9. ____ "other financial/operating data."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

RESOLUTION NO.: R-2016-037

Authorizing the City Manager to execute and ratifying the execution of an Agreement for Wastewater Treatment and Disposal by and between the City of Columbia and Palmetto of Richland, LLC

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2016, that the City Manager is hereby authorized to execute and does hereby ratify the execution of the attached Agreement for Wastewater Treatment and Disposal by and between the City of Columbia and Palmetto of Richland, LLC, or on a form approved by the City Attorney, for the uses and purposes therein mentioned.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Janne Lisenski
Senior City Attorney

City Clerk

Introduced:

Final Reading:

**FIRST AMENDMENT TO
AGREEMENT FOR WASTEWATER TREATMENT AND DISPOSAL**

THIS FIRST AMENDMENT TO AGREEMENT FOR WASTEWATER TREATMENT AND DISPOSAL (the “First Amendment”) is made and entered into by and between **CITY OF COLUMBIA, South Carolina**, a municipal corporation organized and existing under the laws of the State of South Carolina (“City”) and **PALMETTO OF RICHLAND COUNTY LLC (“PRC”)**, a limited liability company organized and existing under the laws of the State of Delaware and authorized to do business in the State of South Carolina, collectively the “Parties”.

WHEREAS, the Parties executed an Agreement for Wastewater Treatment and Disposal dated March 21, 2013 (the “Original Agreement”); and

WHEREAS, capitalized terms used herein but not defined herein, shall have the meaning ascribed to such terms in the Original Agreement; and

WHEREAS, PRC has not completed and will not complete the PRC Pipeline by the end of the Gap Period as anticipated on the execution of the Original Agreement; and

WHEREAS, the Parties wish to amend the Original Agreement to provide for more favorable pricing to PRC than set forth in the Original Agreement for a period after the expiration of the Gap Period upon the terms and subject to the conditions set forth in this First Amendment; and

WHEREAS, PRC is willing to construct the PRC Pipeline along the “Northern Route” (as referenced below), which will (i) cost substantially more than the originally-contemplated route, and (ii) open up new portions of Richland County for water and wastewater services to both PRC and the City;

NOW THEREFORE, in consideration of the above, and the conditions, covenants and obligations between the Parties as outlined further herein, the sufficiency of which is accepted by the Parties hereto, the Parties agree as follows:

1. PRC shall construct the PRC Pipeline substantially along the route indicated on Exhibit A as the “Northern Route”. In the event that PRC informs the City that it will not be able to construct the PRC Pipeline as contemplated herein, then this Amendment shall terminate and be null and void. No less frequently than once each calendar quarter, PRC shall provide to the City the then current status of the construction of the PRC Pipeline. Such status report shall include the status of right of way acquisitions and PRC Pipeline construction. The report shall also include PRC’s good faith estimate of a completion date of the PRC Pipeline.
2. Water Related Matters.
 - (a) Neither PRC nor any of its Affiliates (as defined herein) shall offer water service to (i) any customer which is being directly or indirectly provided water by the City as of the date hereof or (ii) any customer in the blue territory shown on the attached Exhibit B (excluding any

customers served by an entity other than the City or by an entity purchasing water from the City to serve such customers).

(b) “Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. “Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

(c) For avoidance of doubt, this Section 2 shall not preclude the acquisition of water customers by PRC via the acquisition of a non-Affiliate of PRC that is providing water to customers within the blue territory shown on the attached Exhibit B, **provided** that the water being provided by such non-Affiliate of PRC is not being purchased from the City.

3. Section 3.3 of the Original Agreement shall be amended and restated to read as follows:

3.3 Revised Monthly Fees and Related Matters

(a) Notwithstanding anything herein to the contrary, (i) if on the expiration of the Interim Period, this Agreement has not been terminated pursuant to Article IV, then for the period commencing with the first calendar month following the expiration of the Interim Period and continuing to the end of the sixth calendar month following the expiration of the Interim Period (the “Gap Period”), the Monthly Fee shall be changed to an amount equal to \$17.00 per residential service connection or residential service connection equivalent (the “Gap Fee”), and (ii) if the Agreement has not been terminated pursuant to Article IV upon the expiration of the Gap Period, the Monthly Fee shall be changed to an amount equal to 70% of the City’s then published rate to treat “Out of City” sewer per 100 cubic feet of wastewater treated by the City. (The current published charge is \$5.83 per 100 hundred cubic feet.) The charge per 100 cubic feet shall be established at the end of the Gap Period and shall remain the same through September 30, 2017 (the “Extension Period”). At the end of the Extension Period, the Monthly Fee shall be changed to an amount equal to 100% of the City’s then published rate to treat “Out of City” sewer per 100 cubic feet of wastewater treated by the City, as such published rate shall change from time to time.

(b) Beginning with the rate being charged during the Extension Period, the City agrees to provide PRC at least ninety (90) days’ notice of any change in its published monthly wastewater treatment rate. The published sewer service rates include a charge per size of meter per month (the “Fixed Charge”). For avoidance of doubt, this Fixed Charge shall not be due from PRC to the City.

(c) For the purpose of calculating the charge contemplated by this Section 3.3, the Parties shall locate and install (at PRC's expense) a mutually approved meter to measure the flow of wastewater from the Purchased Area to the Facility.

4. Section 5.3 of the Original Agreement shall be amended to provide the following notice provision for Buyer:

If to Buyer, addressed to:

Palmetto of Richland County LLC
1710 Woodcreek Farms Rd.
Elgin, SC 29045
Attention: Mark Daday
Fax: (803) 699-2423

With a copy to:

Pacolet Milliken Enterprises, Inc.
550 S. Main Street, Suite 601
Greenville, SC 29601
Attn: William P. Crawford, Jr.
Fax: (864) 342-6416

5. Except as provided herein, the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement for Wastewater Treatment and Disposal as of the latest date written below.

PALMETTO OF RICHLAND COUNTY LLC

CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Name: Mark Daday
Title: CFO
June __, 2016

By: _____
Name: Teresa B. Wilson
Title: City Manager
June __, 2016

APPROVED AS TO FORM

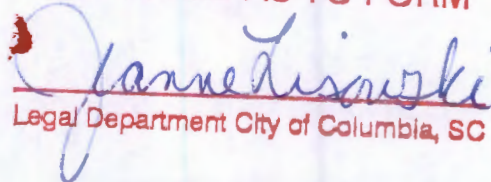

Legal Department City of Columbia, SC

Exhibit A

Northern Pipeline Route

See attached.

PRC PIPELINE LAYOUTS NORTHERN ROUTE



BLYTHEWOOD

DIVISION 3
NEW 24" FM
42,000 LF

DIVISION 4
NEW 24" FM
20,000 LF

DIVISION 6
NEW INTERMEDIATE
PUMP STATION

DIVISION 5
NEW 24" FM
11,000 LF

DIVISION 6
NEW PRC PUMP STATION

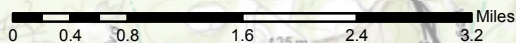
DIVISION 2
NEW 24" FM
12,000 LF

DIVISION 1
NEW 24" FM
30,000 LF

SPEARS CREEK WWTP

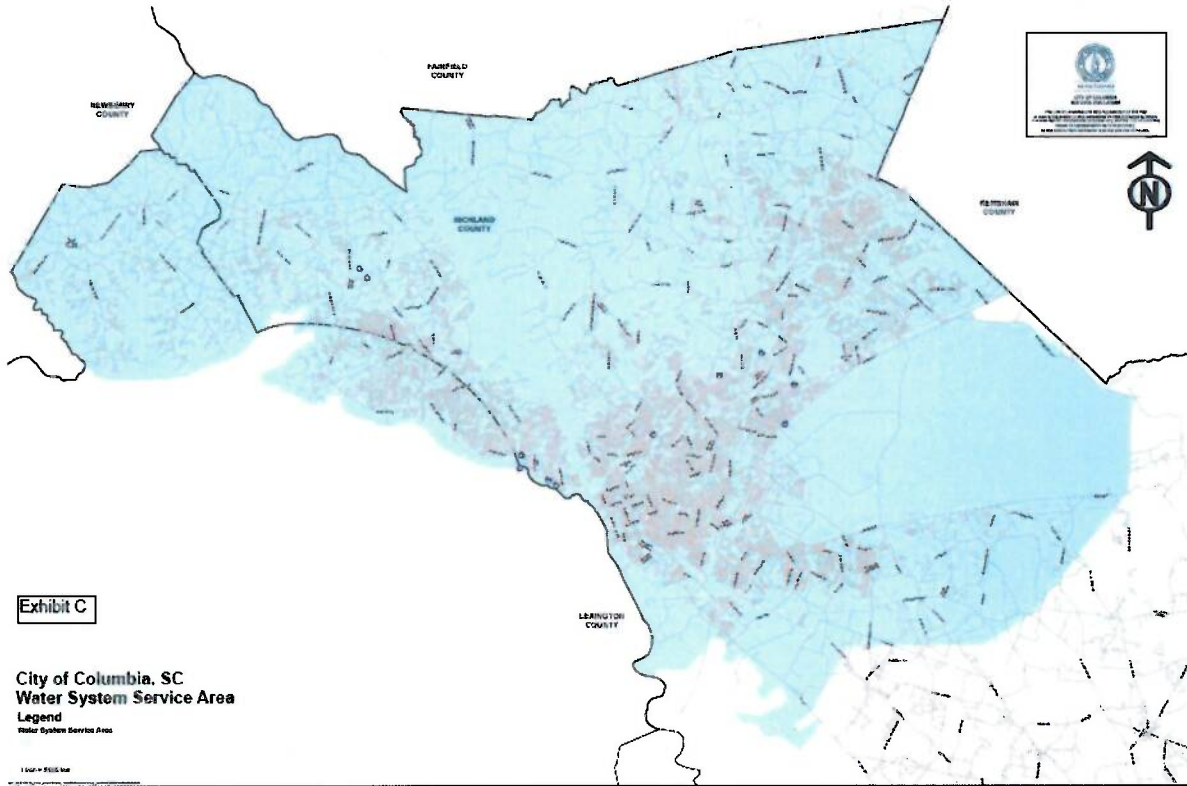
LEGEND

- PS
- WWTP
- LABEL**
- NEW 24" FM
- NEW 24" FM
- NEW 24" FM
- NEW 24" FM RE-DIRECT



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

Exhibit B
Water Customer Territory





We Are Columbia

Office of the City Attorney
Post Office Box 667 • Columbia, SC 29202 • (803) 737-4242 • Fax (803) 737-4250

May 3, 2016

Mrs. Deborah Livingston
Director
Community Development Department
1225 Lady Street
Columbia, South Carolina 29201

RE: Community Assistance Partners, Inc.
506 Beltline Boulevard and 508 Beltline Boulevard
Columbia, South Carolina
Richland County TMS No.: 13809-03-28 and 13809-03-25

Dear Mrs. Livingston:

This letter is in reference to the City of Columbia Community Development Department's request for an exception to the Home Investment Partnership Program Regulation regarding a potential conflict of interest with Community Assistance Providers, Inc. receiving HOME funds from the City of Columbia (City). The President of CAP, Jamie L. Devine, is married to a current member of Columbia City Council, Tameika Isaac Devine.

Pursuant to Sec. 2-54(b) of the Code of Ordinances of the City of Columbia every member of the council present, assuming there is a quorum, is required to vote on every question except when required to refrain from voting by state law.

The South Carolina Ethics Commission provides safe harbor guidance as to the applicability of the Ethics, Government Accountability and Campaign Reform Act of 1991. This office cannot provide such guidance under the Ethics, Government Accountability and Campaign Reform Act of 1991, and must rely upon the South Carolina Ethics Commission's interpretations. As per the informal opinion previously provided, Councilmember Tamika Isaac Devine would be required to refrain from voting on a matter involving Community Assistance Partners, Inc. (CAP) due to her husband's position with the corporation. She would also be required to comply with S.C. Code of Laws, Sec. 8-13-700 (B)¹ if a matter involving Community Assistance Providers, Inc. came before Columbia City Council. A copy of the City's Statement of Potential Conflict of Interest is enclosed for your review.

¹ Note: S.C. Code of Laws, Sec. 8-13-700 (B) remains to be the law in South Carolina. However, the South Carolina Legislature amended the statute by Act No. 40, by substituting the words family member for immediate family. The definition of family member was amended to add brothers-in-law and sisters-in-law. A copy of Act No. 40 is enclosed.

I have been asked for an opinion letter as to whether Councilmember Devine's interest, if any, for which the exception is sought would violate state or local law.

According City of Columbia Community Development Department staff, when CHDOs/sub-recipients request HOME funds the process is as follows:

- 1) The non-profit contacts the HOME Program Coordinator advising that the non-profit is considering submission of an application for HOME funds.
- 2) The non-profit completes the application and submits all requested information to the HOME Program Coordinator.
- 3) The HOME Program Coordinator evaluates the feasibility of the project based on risk and HOME regulations.
- 4) The project application is presented to the Loan Committee for decision.

Please note that the process does not require any action by Columbia City Council. Therefore, I do not believe that Councilmember Devine's interest, if any, for which the exception is sought would violate state or local law.

If a matter involving CAP did come before Columbia City Council, Councilmember Devine would be required to recuse herself under and pursuant to Sec. 2-54(b) of the Code of Ordinances of the City of Columbia and the Ethics, Government Accountability and Campaign Reform Act of 1991. The reasons for the disqualification would be announced in the open session of the City Council meeting, and Councilmember Devine would be required to sign the Statement of Potential Conflict of Interest which is retained by the City Clerk. The disqualification and grounds for the same are noted by the City Clerk in the official minutes of the meeting which are available to the public.

Based on the foregoing, it is my opinion that Councilmember Devine would be required to recuse herself under Sec. 2-54(b) as the informal opinion of the South Carolina Ethics Commission staff has determined that her participation would violate state law.

If you should have any further questions, please do not hesitate to contact me.

With kindest regards, I remain,

Very truly yours,



Teresa A. Knox
City Attorney

TAK/sla
Enclosure

cc: Teresa A. Wilson, City Manager

STATEMENT OF POTENTIAL CONFLICT OF INTEREST

TO: MAYOR OR PRESIDING OFFICER, COLUMBIA CITY COUNCIL

FROM:

Pursuant to South Carolina Code Section 8-13-700 (b), I make this statement concerning the matter described below, action or decision upon which will directly affect an economic interest as contemplated by the "Ethics, Government Accountability and Campaign Reform Act of 1991"

The matter requiring action or decision is as follows:

The nature of my potential conflict is as follows:

- _____ I have an economic interest, which will be affected by the action.
- _____ A member of my immediate family, has an economic interest, which will be directly affected.
- _____ An individual with whom I am associated has an economic interest, which will be affected.

I hereby withdraw from any votes, deliberations or other actions on this matter and request that my disqualification and the grounds therefore be noted in the minutes.

Date

Signature

THE CITY CLERK SHALL NOTE THIS DISQUALIFICATION AND THE ABOVE GROUNDS IN THE MINUTES.

Mayor or Presiding Officer



We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Connie Bailey, City Council Office

DATE: May 31, 2016

SUBJECT: Planning Commission

Purpose: The purpose of this commission is to develop and maintain a continuing planning program which will benefit City of Columbia residents; to provide a mutual forum to identify, discuss, study and address local development issues and opportunities; to foster, develop and review policies, plans and priorities in order to ensure orderly growth, development, conservation and preservation; to furnish technical assistance to city government and its agents; and to review and coordinate federal, state and local programs that have an impact on the city.

Composition: This commission is comprised of nine (9) members. Appointees serve a three (3) year term with the possibility of one (1) re-appointment.

Action: Council is asked to appoint a new individual to replace a resigning appointee and complete the expired term.

District Representation:

District 1 – 1
 District 2 – 1
 District 3 – 3
 District 4 – 1
 Outside City Limits – 1

District Representation of Applicants:

There are eleven **(11)** applications for consideration.

District 1 – 2
 District 2 – 2
 District 3 – 4
 District 4 – 2
 Outside City Limits – 1

APPLICANTS

James Frost II
2305 Lincoln Street
Columbia, SC 29201
District 1

Engineer
Alliance Consulting Engineers, Inc.

Carlos Osorio
432 Summerlea Drive
Columbia, SC 29203
District 1

Marketing Communications Manager
Brownstone Construction Group

Anna Fonseca
605 Lady Street
Columbia, SC 29201
District 2

Planning Consultant/Developer
Cypress Cove Properties, LLC

LaTrell Harts
2308 Adams Street
Columbia, SC 29203
District 2

Instructional Assistant
Richland One School District

James Daniel III
1 Rice Court
Columbia, SC 29205
District 3

Real Estate Broker/Attorney
Catawba Properties LLC

Adam Scott Dillihay
830 Forest Park Road
Columbia, SC 29209
District 3

Admissions Counselor
Allen University

John McMillan
707 S. Woodrow Street
Columbia, SC 29205
District 3

Commercial Relationship Manager
TD Bank

Glenn Williams
306 Wateree Avenue
Columbia, SC 29205
District 3

Vice President
Landmark Builders of SC, LLC

Harris Cohn
110 Old Hampton Lane
Columbia, SC 29209
District 4

President
Cohn Construction Services

Donald Tudor
833 Adger Road
Columbia, SC 29205
District 4

President
Donald Tudor Services, LLC

Michael Bailey
29 Wishmore Court
Columbia, SC 29061
Outside City Limits

Program Coordinator
SCDHEC

CURRENT MEMBERS

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Joshua McDuffie 2417 Marion Street Columbia, SC 29201 District 1 Portage, Inc.	10/15/2013	11/1/2013	11/30/2016
Vacant		01/06/2015	01/18/2018
John Taylor 1127 Williams Street Columbia, SC 29201 District 2 LTC Associates, Inc.	05/15/2012 05/19/2015	06/01/2012 06/01/2015	05/31/2015 06/30/2018
Brian Stern 601 Main Street Columbia, SC 29201 District 2 Real Estate Developer Stern & Stern	09/17/2013	10/01/2013	10/31/2016
Gene Dinkins 2924 Wheat Street Columbia, SC 29205 District 3 Cox and Dinkins, Inc.	10/19/2010 9/17/2013	10/19/2010 10/19/2013	10/19/2013 10/31/2016
Currently serving as Co-Chair			
April James 7 Spotswood Court Columbia, SC 29210 Outside City Limits Commercial Real Estate Broker iRealty International LLC	05/19/2015	06/01/2015	6/30/2018

Richard Cohn	05/17/2011	05/17/2011	05/17/2014
809 Hampton Creek Way	04/22/2014	05/17/2014	05/17/2017
Columbia, SC 29209			
District 3			

Cohn Construction

****Currently serving as Chair****

Dale Stigamier	02/18/2014	02/18/2014	02/28/2017
5912 Hampton Leas Lane			
Columbia, SC 29209			
District 3			

Integrity Real Estate Advisors

Earl Craig Waites, Jr.	02/18/2014	02/18/2014	02/28/2017
738 Abelia Road			
Columbia, SC 29205			
District 4			

Colliers International



We Are Columbia

TO: Teresa B. Wilson, City Manager

FROM: Connie Bailey, City Council Office

DATE: June 2, 2016

SUBJECT: Citizens Advisory Committee for Community Development

Purpose: The purpose of the Citizens Advisory Committee is to make important recommendations for the use of Community Development Block Grant (CDBG), Housing Opportunities for Persons with Aids (HOPWA). They advise the Mayor and Council on the needs of neighborhoods; reviews amendments; and make appropriate comments on policies.

Composition: This committee has seven (7) members with each Councilmember appointing one (1) representative. Appointees serve a four (4) year term with eligibility for one (1) reappointment.

Action: Council is asked to approve the appointment of Mr. Marvin Heller as Ms. Devine's appointee.

District Representation:

District 1 – 1
 District 2 – 3
 District 3 – 2
 District 4 – 1

CURRENT MEMBERS

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
David Gregory Jackson 2519 Gordon Street Columbia, SC 29204 District 2	03/17/2015	03/29/2011 03/29/2015	03/29/2015 03/31/2019
Mayor			
Patricia Brown 17 N. Haven Court Columbia, SC 29203 District 1	03/04/2014	04/01/2014	04/30/2018

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Ms. Paige Jeter Moore 2411 Pinehurst Road Columbia, SC 29204 Director of HR and Community Relations Allen University District 2	04/16/2013	04/16/2013	04/17/2017
Walter Marks 1605 Heyward Street Columbia, SC 29205 Senior Sales R.R. Donnelley District 3	04/21/2015	05/01/2015	05/30/2019
Tige A Watts 1314 Cedar Terrace Columbia, SC 29209 District 4	03/17/2015	03/29/2011 03/29/2015	03/29/2015 03/31/2019
Anthony Morgan- RESIGNED 231 Whaley Street Columbia, SC 29201 District 2 Professor Walden University At-Large (Devine) Ursula Pallares 407 S. Ravenel St. Columbia, SC 29205 District 3 Self Employed At-Large (Duvall)	6/4/2013	6/4/2013	6/4/2017
	06/26/2012	07/01/2012	07/01/2016



We Are Columbia

TO: Teresa B. Wilson, City Manager

FROM: Connie Bailey, City Council Office

DATE: May 31, 2016

SUBJECT: Columbia Tree and Appearance Commission

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.

Composition: This committee is comprised of 11 eleven members consisting of seven (7) At-Large members; one (1) arborist, horticulturist or landscape architect; one (1) developer or realtor; one (1) architect or engineer; and one (1) member from Columbia Green. Appointees serve a two (2) year term with eligibility for one (1) re-appointment.

Action: Council is asked to appoint an At-Large representative.

Recommendation: The Commission recommends the appointment of Mr. William Baker to serve as an At-Large representative.

- Current District Representation is:

District 1 – 2
 District 2 – 1
 District 3 – 6
 District 4 – 2
 Not in City Limits – 1

- District Representation of Applicants:

There are one **(1)** application for consideration.

District 1 – 0
 District 2 – 0
 District 3 – 1
 District 4 – 0
 Outside City Limits – 0

Applications Received

At-Large

William Baker
3405 Yale Avenue
Columbia, SC 29205

District 3

Communications Marketing Director
Saluda Hills Landscapes

Current Appointees

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Presley V. Hogue 1316 Cambridge Lane Columbia, SC 29204 District 3	06/02/15	6/2015	6/2018
Homemaker			
Tom Clements- Not seeking Re-Appointment 1112 Florence Street Columbia, SC 29201 District 1	03/05/2013	12/2012	12/2015
Non-proliferation Policy Director Alliance for Nuclear Accountability			
At-Large			
Elizabeth Marks 1908 Henderson Street Columbia, SC 29201 District 2	08/07/2012 03/15/2016	08/2012 08/2015	08/2015 08/2018
Elizabeth Marks & Associates Inc. At-Large			

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Justin Young 2600 Kershaw Street Columbia, SC 29205 District 3	03/04/2014	03/2014	02/2017
Investment Analyst SC Retirement System At-Large			
John McKenzie 2424 Wheat Street Columbia, SC 29205 District 3	03/04/2014	03/2014	02/2017
Attorney McDonald, McKenzie, Rubin, Miller & Lybrand LLC At-Large			
Mary Greene 120 Woodrow Street Columbia, SC 29205 District 3	06/26/2012 05/19/2015	07/2012 06/2015	06/2015 06/2018
Greene Grassroots greenegrassroots@aol.com At-Large			
Michael Beets 402 S. Prospect Street Columbia, SC 29205 District 3	04/22/2014	04/22/2014	04/30/2017
Professor University of South Carolina At-Large			
Karen Settana 51 Foot Point Road Columbia, SC 29209 District 4	04/22/2014	04/22/2014	04/30/2017
Auditor SC Department of Social Services At-Large			

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Charles Moore 1301 Adger Road Columbia, SC 29205 District 4	03/05/2013 03/15/2016	12/2012 12/2015	12/2015 12/2018
Attorney Turner, Padgett, Graham & Laney, P.A. At-Large			
Charles Weber Howell 11 Rosemount Court Blythewood, SC 29016 Not in City Limits	06/26/2012 05/19/2015	07/2012 06/2015	06/2015 06/2018
The Landplan Group South District 1 LA/Horticulturist/Arborist			
Andy Whitfield 3616 Moss Ave. Columbia, SC 29205 District 3	03/04/2014	03/2011 03/2014	03/2014 03/2017
S&ME, Inc. Architect/Engineer			
Caroline Lord 3628 Deveraux Road Columbia, SC 29205 Columbia Green Representative	02/2013		
Ben Brantley 1629 Millford Road Columbia, SC 29206 District 4	03/15/2016	04/2016	04/2019
Vice President CBRE			
Developer-Realtor			
Pat Parker (803) 407-1493 pparker@sc.rr.com Columbia Garden Advisory Council			

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Eddie McWhirter 325 Stanford Bridge Rd. West Columbia, SC 29172			
SCE&G Advisory			
Nancy Lee Trihey Staff			
Sara Hollar Designated			



We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Connie Bailey, City Council Office

DATE: May 31, 2016

SUBJECT: Climate Protection Action Committee

Purpose: The purpose of the Climate Protection Action Committee (CPAC) is to recommend and oversee the development and implementation of mission-based programs and projects by developing and advocating a vision and strategy for becoming a sustainable community in partnership with key stakeholders and other communities.

Composition: This committee consists of eight appointees, one for each City Council member and the Mayor, as well as one staff appointment. Appointees serve a three (3) year term with eligibility for one (1) re-appointment.

Action: Council is asked to approve the District 2 appointee to the committee.

Current District Representation is:

District 1 – 1
 District 2 – 1
 District 3 – 3
 District 4 – 1
 Not in City Limits – 0

- District Representation of Applicants is:

District 1 – 0
 District 2 – 2
 District 3 – 0
 District 4 – 0
 Not in City Limits – 0

Applications on File

District 2

Namita Koppa
1515 Laurel Street Apt. B
Columbia, SC 29201
District 2

Hernan Villalba
1219 Manning Avenue
Columbia, SC 29204
District 2

Assistant Director, Office of Sustainability
University of South Carolina

Operations Manager
Colonial Life

Barton Dean Walrath
1324 Pulaski Street # 306
Columbia, SC 29201
District 2

Retired

Current Members

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Susan Lambert 304 S. Waccamaw Avenue Columbia, SC 29205 District 3 Mayor	09/17/2013	12/01/2013	12/31/2016

Geographer/Renewable Energy
Professional

Christopher Goodman 3102 Gadsden Street Columbia, SC 29201 District 1	04/19/2016	05/01/2016	05/01/2019
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Doctor
University of South Carolina SOM

Mr. Bob Guild – TERM LIMIT REACHED 314 Pall Mall Street Columbia, SC 29201 District 2	6/18/2013	11/ 2006 03/2011 03/01/2013	03/2013 03/30/2016
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Attorney

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Andrew Epting 3226 Harrison Road Columbia, SC 29204 District 3 Program Director SC Clean Energy Business Alliance 2519 Devine Street Columbia, SC 29205	04/01/2014	04/01/2014	03/31/2017
John Epting 411 Maple Street Columbia, SC 29205 District 3 At-Large (Duvall) Environmental Engineer Brown and Caldwell 250 Berryhill Rd. Ste. 104 Columbia, SC 29210	01/05/2016	02/01/2016	02/28/2019
Mr. Leon Marsha III – TERM LIMIT REACHED 1505 Tanglewood Road Columbia, SC 29205 District 4 Commercial Real Estate Broker NAI AVANT, LLC 1901 Main Street Ste 200 Columbia, SC 29201	03/05/2013	05/03/2011 05/03/2013	05/03/2013 05/03/2016
Louis Deassau 1221 Pine Street Columbia, SC 29204 District 2 At-Large (Devine) Regional Director University of South Carolina	*09/15/2015 mid-term replacement	10/01/2015	03/31/2017
Derek Riley Staff Appointee		10/2010	10/2016



We Are Columbia

TO: Ms. Teresa Wilson, City Manager
FROM: Connie Bailey, City Council Office
DATE: May 31, 2016
SUBJECT: Planning Commission

Purpose: The purpose of this commission is to develop and maintain a continuing planning program which will benefit City of Columbia residents; to provide a mutual forum to identify, discuss, study and address local development issues and opportunities; to foster, develop and review policies, plans and priorities in order to ensure orderly growth, development, conservation and preservation; to furnish technical assistance to city government and its agents; and to review and coordinate federal, state and local programs that have an impact on the city.

Composition: This commission is comprised of nine (9) members. Appointees serve a three (3) year term with the possibility of one (1) re-appointment.

Action: Council is asked to appoint a new individual to replace a resigning appointee and complete the expired term.

District Representation:

- District 1 – 1
- District 2 – 1
- District 3 – 3
- District 4 – 1
- Outside City Limits – 1

District Representation of Applicants:

There are eleven **(11)** applications for consideration.

- District 1 – 2
- District 2 – 2
- District 3 – 4
- District 4 – 2
- Outside City Limits – 1

APPLICANTS

James Frost II
2305 Lincoln Street
Columbia, SC 29201
District 1

Engineer
Alliance Consulting Engineers, Inc.

Carlos Osorio
432 Summerlea Drive
Columbia, SC 29203
District 1

Marketing Communications Manager
Brownstone Construction Group

Anna Fonseca
605 Lady Street
Columbia, SC 29201
District 2

Planning Consultant/Developer
Cypress Cove Properties, LLC

LaTrell Harts
2308 Adams Street
Columbia, SC 29203
District 2

Instructional Assistant
Richland One School District

James Daniel III
1 Rice Court
Columbia, SC 29205
District 3

Real Estate Broker/Attorney
Catawba Properties LLC

Adam Scott Dillihay
830 Forest Park Road
Columbia, SC 29209
District 3

Admissions Counselor
Allen University

John McMillan
707 S. Woodrow Street
Columbia, SC 29205
District 3

Commercial Relationship Manager
TD Bank

Glenn Williams
306 Wateree Avenue
Columbia, SC 29205
District 3

Vice President
Landmark Builders of SC, LLC

Harris Cohn
110 Old Hampton Lane
Columbia, SC 29209
District 4

President
Cohn Construction Services

Donald Tudor
833 Adger Road
Columbia, SC 29205
District 4

President
Donald Tudor Services, LLC

Michael Bailey
29 Wishmore Court
Columbia, SC 29061
Outside City Limits

Program Coordinator
SCDHEC

CURRENT MEMBERS

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Joshua McDuffie 2417 Marion Street Columbia, SC 29201 District 1 Portage, Inc.	10/15/2013	11/1/2013	11/30/2016
Vacant		01/06/2015	01/18/2018
John Taylor 1127 Williams Street Columbia, SC 29201 District 2 LTC Associates, Inc.	05/15/2012 05/19/2015	06/01/2012 06/01/2015	05/31/2015 06/30/2018
Brian Stern 601 Main Street Columbia, SC 29201 District 2 Real Estate Developer Stern & Stern	09/17/2013	10/01/2013	10/31/2016
Gene Dinkins 2924 Wheat Street Columbia, SC 29205 District 3 Cox and Dinkins, Inc.	10/19/2010 9/17/2013	10/19/2010 10/19/2013	10/19/2013 10/31/2016
Currently serving as Co-Chair			
April James 7 Spotswood Court Columbia, SC 29210 Outside City Limits Commercial Real Estate Broker iRealty International LLC	05/19/2015	06/01/2015	6/30/2018

Richard Cohn	05/17/2011	05/17/2011	05/17/2014
809 Hampton Creek Way	04/22/2014	05/17/2014	05/17/2017
Columbia, SC 29209			
District 3			

Cohn Construction

****Currently serving as Chair****

Dale Stigamier	02/18/2014	02/18/2014	02/28/2017
5912 Hampton Leas Lane			
Columbia, SC 29209			
District 3			

Integrity Real Estate Advisors

Earl Craig Waites, Jr.	02/18/2014	02/18/2014	02/28/2017
738 Abelia Road			
Columbia, SC 29205			
District 4			

Colliers International



We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Connie Bailey, City Council Office

DATE: June 3, 2016

SUBJECT: Property Maintenance Board of Appeals

Purpose: The purpose of this commission is to provide for the orderly disposition of the business of the Property Maintenance Board of Appeals (Board) by codifying the means by which that business is to be transacted.

Composition: This commission is comprised of seven (7) members. Appointees serve a three (3) year term with the possibility of one (1) re-appointment.

Action: Council is asked to appoint two (2) new individuals to replace termed out appointees and re-appoint two (2) appointees to serve a second final term.

District Representation:

District 1 – 1
 District 2 – 0
 District 3 – 2
 District 4 – 4
 Outside City Limits – 0

District Representation of Applicants:

There are five (5) applications for consideration.

District 1 – 0
 District 2 – 2
 District 3 – 1
 District 4 – 1
 Outside City Limits – 1

APPLICANTS

William Scott Barnes
1850 Atlantic Drive Unit 316
Columbia, SC 29210
District 2

Area Manager
Jackson Hewitt Tax Service

Kathryn Fenner
700 Henderson Street
Columbia, SC 29205
District 3

Retired
Attorney

**Currently serving and eligible for re-
appointment**

Jeff Caswell
4 Heathwood Circle
Columbia, SC 29205
District 4

**Currently serving and eligible for re-
appointment**

Carolyn Sawyer
1720 Beltline Boulevard
Columbia, SC 29206
District 4

President/CEO
Tom Sawyer Company

Michael Bailey
29 Wishmore Court
Columbia, SC 29061
Outside City Limits

Program Coordinator
SCDHEC

CURRENT MEMBERS

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Ray Fountain – Term Limit Reached 1723 Hollywood Dr. Columbia, SC 29205 District 3		12/11/2002 12/14/2010	12/11/2005 12/14/2013
E. Ronald “Ron” Rust – Term Limit Reached 315 Black Friars Rd. Columbia, SC 29205 District 4		12/11/2002 12/14/2010	12/11/2005 12/14/2013

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Timothy Hance – Term Limit Reached 954 Beltline Blvd. Columbia, SC 29205 District 4		12/11/2002 12/14/2010	12/11/2005 12/14/2013
Lyman Munson – Term Limit Reached 4015 Lamar St. Columbia, SC 29203 District 1		12/11/2002 12/14/2010	12/11/2003 12/14/2013
Kathryn Fenner – Eligible for Re-Appointment 700 Henderson St. Columbia, SC 29201 District 3		03/01/2011	03/01/2014
Margaret Masse – Deceased 6122 Sheldon Ln. Columbia, SC 29209 District 4		03/01/2011	03/01/2014
Jeff Caswell – Eligible for Re-Appointment 4 Heathwood Cir. Columbia, SC 29205 District 4		03/01/2011	03/01/2014