COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, AUGUST 14, 2018

The Columbia City Council will conduct a Work Session at 2:00 p.m. & Meeting at 6:00 p.m. on Tuesday, August 14, 2018 at City Hall, 1737 Main Street, Columbia, SC 29201.

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

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

WORK SESSION - 2:00 P.M.

ROLL CALL

INVOCATION

CITY COUNCIL DISCUSSION

1. Wayfinding Project - Mr. Bill Ellen, President and CEO for Experience Columbia SC

2. Upcoming City Council Retreat - Ms. Melisa Caughman, Budget and Program Management Director

EXECUTIVE SESSION

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

   Shot Spotters

4. Receipt of legal advice which relates to a pending, threatened or potential claim pursuant to §30-4-70(a)(2)

   Eddie G. Addy v. City of Columbia, et al.
   Megan Thomas v. City of Columbia

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

Columbia Canal
Ice Skating Rink
Property Acquisition Program

COUNCIL MEETING - 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

6. Council is asked to approve the May 29, June 5, June 19, and July 17, 2018 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 7 THROUGH 37

7. Council is asked to approve a Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to the Kyle Michel Law Firm, LLC in an amount not to exceed $72,000.00. This firm is located in Columbia, SC.

   Funding Source:1011103-638300. The original budgeted amount is $72,000.00.

8. Council is asked to approve a Professional Services Agreement for Federal Lobbying Services, as requested by the Office of Governmental Affairs. Award to the CapitalEdge Strategies, Inc. in the amount of $78,750.00 plus reimbursable expenses up to $5,000 for a total amount not to exceed $83,750.00. This firm is located in Washington, DC.

   Funding Source:1011103-638300. The original budgeted amount is $83,750.00.

9. Council is asked to approve an Agreement for Economic Development Lead Generation Services, as requested by the Economic Development Department. Award to 310 LTD in the amount of $55,000.00. This firm is located in Richmond, VA.

Funding Source: Economic Development – Professional Services- 5511301—636600. The original budgeted amount is $55,000.00.

10. Council is asked to approve a Professional Services Agreement between the City of Columbia and Fast Forward for Fiscal Year 2018/2019 in an amount not to exceed $100,000.00. This firm is located in Columbia, SC.

    Funding Source: Community Development;1014320-636600 and 5518415-636600. The original budgeted amount is $100,000.00.

11. Council is asked to approve the Purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2018/2019, as requested by the Fire Department. Award to Motorola, Inc., using the SC State Contract in the amount of $129,600.00. This vendor is located in Blythewood, SC.

    Funding Source: Fire Suppression-Maintenance & Service Contract 1012303-638200. The original budgeted amount is $129,600.00.

12. Council is asked to approve the Purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2018/2019, as requested by the Police Department. Award to Motorola, Inc., using the SC State Contract in an amount not to exceed $295,350.00. This vendor is located in Blythewood, SC.

    Funding Source: Police Department - Other Lease/Rental;1012402 -636500. The original budgeted amount is $295,350.00.

13. Council is asked to approve the Purchase of Regular Wear Uniforms, as requested by the Police Department. Award to Wright-Johnston in an amount not to exceed $225,000.00. This vendor is located in Columbia, SC.

    Funding Source: Police Administrative Services - Uniforms and Clothing; 1012402-624100. The original budget amount is $243,000.00.

14. Council is asked to approve the Purchase of 1,872 green ninety-six (96) Gallon Toter Roll Carts, as requested by the Solid Waste Division. Award to Wastequip, using the Sourcewell Cooperative Contract (formerly National Joint Powers Alliance) in an amount not to exceed $105,463.68. This vendor is located in Charlotte, NC.

    Funding Source: Solid Waste Rollcarts - Special Departmental Supplies 1014401-627600. The original budgeted amount is $105,463.68.

15. Council is asked to approve a Contract for School Crossing Guard Security Services for academic year 2018/2019, as requested by the Police Department. Award to Allegiance Industries in an amount not to exceed $148,000. This firm is located in Columbia, SC. **Updated**

    Funding Source: 1012402-636000 - The City of Columbia will be reimbursed by Richland School District One for all expenditures. The original budget amount is $148,000.

16. Council is asked to approve Amendment #1 to the Agreement for the Installation of a Payment System at Multiple City Garages, as requested by the Parking Services Department. The amendment includes the installation of Parking Deck Control Equipment at the Lady Street and Sumter Street Garages. Award to ITR of Georgia, Inc. in the amount of $337,391.00. This firm is located in Tucker, GA.

    Funding Source: Parking Imp Project Control – Capital Project Costs 5329999-658650 PG101901-658650- $175,885.00 Lady St. Parking Garage 5329999-658650 - $161,506.00 Sumter St. Parking Garage. The original budgeted amount is $337,391.00.

17. Council is asked to approve the Purchase of Bill Printing, Postage, and Archiving Services, as requested by Columbia Water. Award to Laser Print Plus, a certified Local Business Enterprise, in an amount not to exceed $861,000.00. This firm is located in Columbia, SC.

    Funding Sources: Customers Service-Special Contracts: 5511407-638300, Customers Service-Postage and Delivery: 5511407-631100. The original budgeted amount is $861,000.00.

18. Council is asked to approve Contract Amendment # 2 for Project SS6857; Sewer Rehabilitation and Replacement Services for the Olympia Sub-Basin Divisions 1 & 2, as requested by Columbia Water. Award to W.K. Dickson & Company, Inc. in the amount of $81,900.00.

    Funding Source: 5529999-SS6857-658650 Water and Sewer Capital Projects – Olympia Subdiv-SSES Study Capital Project Costs. The original budget amount is $81,900.00.

    This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. HPG, a Small Business Enterprise located in Columbia, SC is the Protégé and will provide design and construction management services associated with Division 2 at 26.86% ($22,000.00) of the contract amendment value.

19. Council is asked to approve an Engineering Services Agreement for Project CP104504; Harden Street Phase II-B Improvements, as requested by Columbia Water. Award to

Kimley-Horn and Associates, Inc. in the amount of $274,700.77. This firm is located in Columbia, SC.

Funding Source: Street Scaping Control – Harden Street Streetscaping IIB – Capital Projects Cost – 4139999-CP104504—658650. The original budgeted amount is $300,000.00.

The following sub-consultants will provide additional services:

MA Engineering Consultants, Inc., a Minority Business Enterprise of Charleston, SC will provide survey and subsurface utility engineering services at (21.5%) $58,969.46 of the contract value.

E. Haselden & Associates, P.C., a Minority Business Enterprise (Woman) of Lexington, SC will provide signal services at (1.9%) $5,100 of the contract value.

S&ME, Inc. of Columbia, SC will provide geotechnical services at (6.0%) $16,604.30 of the contract value.

Pruitt Consulting Services, LLC, a Minority Business Enterprise (Woman) will provide utility coordination at (3.9%) $10,672.80 of the contract value.

Primacq Group, Inc. of Columbia, SC will provide right-of-way services at (4.2%) $11,600 of the contract value.

20. Council is asked to approve Contract Amendment # 3 for Project WM3637; Town of Chapin Water Main Extensions Services, as requested by Columbia Water. Award to Chao and Associates, Inc. in the amount of $279,260.00.

Funding Source: 5529999-WM363702-658650 Water and Sewer Capital Projects – WM from Stonewall to Chapin Tank- Capital Project Costs. The original budget amount is $279,260.00.

The following sub-consultants will provide additional services:

GS2 Engineering, Inc., a Local and Small Business Enterprise of Columbia, SC will provide geotechnical engineering services at $4,300 of the contract value.

Hazen and Sawyer, PC of Columbia, SC will provide hydraulic modeling and quality assurance reviews services at $12,364 of the contract value.

Brown and Caldwell of Columbia. SC will provide wetlands, delineations and permitting, technical specification, and construction observation assistance services at $44,000 of the contract value.

21. Council is asked to approve Project SS6911; An Agreement for Sanitary Sewer Root Control for fiscal year 2018/2019, as requested by Columbia Water. Award to Duke's

Root Control, Inc. in an amount not to exceed $500,000.00. This firm is located in Syracuse, NY.

Funding Source: 5516205-638305 Utilities Wastewater Maintenance - Special Contracts. The original budgeted amount is $500,000.00.

This is a Clean Water 2020 Program Project. This is the initial annual contract for an additional three (3) annual renewals at the City's option and at the prices submitted in the original bid.

22. Council is asked to approve Project WM4383; Water Main Construction at South Beltline Boulevard and Gills Creek, as requested by Columbia Water. Award to North American Pipeline Management, a Minority Business Enterprise (Woman) in an amount not to exceed $547,368.75. This firm is located in Marietta, GA.

Funding Source: 2539999-638400 FEMA 2015 October Flood Recovery/FEMA Grants Control. The original budget amount is $547,370.00.

The following sub-consultants will provide additional services:

Brad Pace Construction, a Small Business Enterprise of Lyman, SC will provide asphalt paving at (1%)$4,800.00 of the contract value.

Stone Enterprises, a Small Business Enterprise of Mableton, GA will provide directional drilling at (18%) $77,750.00 of the contract amount.

23. Council is asked to approve an Agreement for Project SS7479; Smith Branch 02 SSES Phase 2, as requested by Columbia Water. Award to Stantec Consulting Services, Inc., in the amount of $867,945.00. This firm is headquartered in Alberta, Canada and this project will be handled by the local office in Columbia, SC.

Funding Source: 5529999-SS747901-658650. The original budgeted amount is $867,945.00.

This is Clean Water 2020 Program Project and a Mentor Protégé Program Project. Chao and Associate, a Minority Business Enterprise of Columbia, SC is the Protégé and will provide CAD survey, and construction administration services at 31.6% ($274,265.00) of the contract value.

Sub-consultant Hydrostructures of Cayce, SC will provide sewer assessment services at 21.9% ($190,230.00) of the contract value.

24. Council is asked to approve an Agreement for Project SS7478; Rocky Branch 01 Sewer System Evaluation Survey Phase 2, as requested by Columbia Water. Award to Brown and Caldwell in the amount of $1,076,982.00. This firm is located in Columbia, SC.

    Funding Source: 5529999-SS747801-658650.The original budgeted amount is $1,076,982.00.

    This is a Clean Water 2020 Program Project and a Mentor Program Project. 4D Engineering, LLC, a Minority Business Enterprise (Woman) of Lexington, SC is the Protégé and will provide project administration, data management, sewer assessment, permitting, and construction administration services at 24.6% ($265,185.00) of the contract value.

    Sub-consultant Hydrostructures of Cayce, SC, will provide sewer assessment services at 23.9% ($258,270.00) of the contract value.

25. Council is asked to approve the Lost Creek Drive Road Rebuild Project, as requested by Public Works. Award to Armstrong Contractors, LLC in an amount not to exceed $1,088,619.13. This firm is located in Columbia, SC.

    Funding Source: 4079999-658650. This project is being funded through a joint effort of the City of Columbia and SCDOT (through the Richland County Transportation Committee). The City will be reimbursed by SCDOT for the approved project costs upon submission of a signed payment request. The original budgeted amount is $1,500,000.00.

26. Council is asked to approve Sanitary Sewer Pump Station Improvements at Various Pump Stations, as requested by Columbia Water. Award to AAA Utility and Construction, LLC in an amount not to exceed $1,477,750.00. This firm is located in Columbia, SC.

    Funding Source: 5529999-SS717201-658650. The original budgeted amount is $1,991,000.00.

    This is Clean Water 2020 Program Project.

    Sub-consultant Farmer Construction, LLC, a Minority Business Enterprise of Columbia, SC, will provide electrical services at 2% ($27,560.00) of the contract value.

27. Council is asked to approve Project SS6786; Renewal the Annual Manhole Rehabilitation Contract, as requested by Columbia Water. Award to Prism Engineers and Contractors, Inc. for a second and final annual renewal term in an amount not to exceed $1,500,000.00. This firm is located in Williamsburg, VA.

Funding Source: Water & Sewer Capital Projects - Capital Project Costs/Gravity Sewer Manhole Line/Rep-Capital Project Costs, 5529999-658650/SS678619-658650. The original budgeted amount is $2,000,000.00.

This is a Clean Water 2020 project.

The following sub-consultants will provide additional services:

Ferguson Waterworks of Williamsburg, VA will provide frames and covers at (2%) $30,250.00 of the contract value.

Gage, LLC of Richmond, VA will provide chimney seals at (0.75%) $11,250.00 of the contract value.

Madewell Products Corporation of Alpharetta, GA will provide cementitious products at (7%) $99,680.00 of the contract value.

Reconology of Greenville, SC will provide installation of cementitious materials at (51%) $771,238.00 of the contract value.

28. Council is asked to approve Contract Amendment #6 for Project SS723619; Consent Decree Program Management Services for Fiscal Year 2018/2019, as requested by Columbia Water. Award to CDM Smith in the amount of $5,000,000.00. This firm is located in Columbia, SC.

Funding Source: SS723601-5529999-658650. The original budgeted amount is $5,000,000.00.

This is a Clean Water 2020 Program Project.

The following sub-consultants will provide additional services:

Civil Engineering Consulting Services, Inc. of Columbia, SC will provide project management and construction inspection services at (3.5%) $173,000 of the contract value.

DESA, Inc. a Minority Business Enterprise (Woman) will provide document control support, project support, and public outreach services at (6.7%) $334,000 of the contract value.

Carper Consulting of Columbia, SC will provide project management and construction inspection services at (2.8%) $138,000 of the contract value.

Comprehensive Business Consultants a Minority Business Enterprise and a Small Business Enterprise of Columbia, SC will provide project management and project management support services at (4.5%) $225,000 of the contract value.

Atlantic South Consulting Services, LLC a Minority Business Enterprise of Charleston, SC will provide

CMMS implementation support and IMS support at (.4%) $21,000 of the contract value.

ELL Enterprises. LLC of Chapin, SC will provide CMMS implementation maintenance and asset management processes services at (3.7%) $186,000 of the contract value.

Bross Group, LLC of Lakewood, CO will provide share point/document controls support services at (2.3%) $113,000 of the contract value.

The LPA Group (Unit of Michael Baker Corporation) of Columbia, SC will provide standards development consultant management services at (1.2%) $60,000 of the contract value.

29. Council is asked to approve Contract Extensions for Water and Wastewater Chemicals, as requested by Columbia Water. Award to the lowest bidders of each lot in an amount not to exceed $5,795,984.00.

Funding Sources: Utilities Lake Murray WTP- Chemicals: 5516207-624800, Utilities Columbia Canal WTP-Chemicals: 5516206-624800, Utilities Metro Wastewater Plant - Chemicals: 5516208-624800. The original budgeted amount is $5,795,984.00.

Canal/Lake Murray Water Treatment Plant Chemicals	**City Location**	**Vendors/Locations**	**Amount**	**Requisition Number**
Chlorine	Lake Murray	JCI Chemical, Inc. (Sarasota, FL)	$150,000.00	R191410
Chlorine	Canal	JCI Chemical, Inc. (Sarasota, FL)	$160,000.00	R191414
Aluminum Sulfate	Canal	Chemtrade Chemicals US, LLC (Parsippany, NY)	$317,000.00	R191425
Sodium Hydroxide	Lake Murray	JCI Chemical, Inc. (Sarasota, FL)	$136,000.00	R191417
Sodium Hydroxide	Canal	JCI Chemical, Inc. (Sarasota, FL)	$146,000.00	R191418
Fluoride	Canal	Univar USA, Inc. (Morrisville, PA)	$67,000.00	R191422
Fluoride	Lake Murray	Univar USA, Inc. (Morrisville, PA)	$64,000.00	R191423
Sodium Chlorite	Canal	International Dioxcide (North, RI)	$440,000.00	R191433
Liquid Lime	Canal	Polytec, Inc. (Mooresville, NC)	$172,000.00	R191428
Liquid Lime	Lake Murray	Polytec, Inc. (Mooresville, NC)	$240,000.00	R191461
Polymer	Lake Murray	Polydyne, Inc. (Riceboro, GA)	$30,000.00	R191465
Polymer	Canal	Polydyne, Inc. (Riceboro, GA)	$3,000.00	R191429
Purate	Lake Murray	Water Solutions, LLC (West Haven, CT)	$276.000.00	R191466
Sulfuric Acid	Lake Murray	International Dioxcide, Inc. (N. Kingstown, RI)	$65,000.00	R191467
Carbon	Lake Murray	Cabot Norit, Inc. (Marshal, TX)	$239,000.00	R191462
Carbon	Canal	Cabot Norit, Inc. (Marshal, TX)	$413,000.00	R191435
Canal/Lake Murray Water Treatment Plant Chemicals total			**$2,918,000.00**	
Polymer		Polydyne, Inc. (Riceboro, GA)	$702,000.00	R191097
Magnesium Hydroxide		Premier Magnesia (West, PA)	$1,294,704.00	R191110
Sodium Hypochlorite		JCI Jones Chemicals, Inc. (Sarasota, FL)	$405,000.00	R191108
Sodium Bisulfate		PVS Chemicals, Inc. (Detroit, MI)	$476,280.00	R191106

Metro Wastewater Chemicals total	**$2,877,984.00**	
Water and Wastewater combined total	**$5,795,984.00**	

30. Ordinance No.: 2018-039 - Granting an encroachment to Jason Chastain and Ximena Chastain for installation and maintenance of landscaping and irrigation within the right of way area of the 1700 block of Bannockburn Drive adjacent to 1707 Bannockburn Drive Richland County TMS #13911-08-10

First reading approval was given on July 17, 2018.

31. Resolution No.: R-2018-038 - Authorizing consumption of beer and wine only at the NPHC Greek Explosion in the 1600 block of Laurel Street on Saturday, September 29, 2018

32. Ordinance No.: 2018-041 - Authorizing the City Manager to execute a Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)

First reading approval was given on July 17, 2018.

33. Resolution No.: R-2018-069 - Authorizing consumption of beer and wine only at the Jubilee: Festival of Black History and Culture in the 1400 block of Richland Street and 1900 block of Marion Street adjacent to the Mann-Simons House on Saturday, September 22, 2018

34. Resolution No.: R-2018-072 - Authorizing consumption of beer and wine beverages only at the Soda City Friends Dinner on the Gervais Street Bridge on October 21, 2018 with a rain contingency date of October 28, 2018

35. Resolution No.: R-2018-073 - Authorizing consumption of beer and wine beverages only at Jerry Fest at the Five Points Fountain on Sunday, October 7, 2018

36. Resolution No.: R-2018-074 - Authorizing consumption of beer and wine only at the Earle Jam Music and Beer Festival in Earlewood Park on October 28, 2018

37. Resolution No.: R-2018-075 - Authorizing consumption of beer and wine only at the Glass Half Full Fest/Charity Fundraiser at City Roots Urban Farm on September 22, 2018

38. Resolution No.: R-2018-081 - Authorizing consumption of beer and wine only at Soda City Oktoberfest on Saturday, September 22, 2018 **Withdrawn**

PRESENTATIONS

39. July 2018 Employee of the Month - Ms. Jacquelyn Richburg, Interim Director of Columbia-Richland 911 Communications

    Ms. Wendy Royal, Columbia-Richland 911 Communications Shift Supervisor

40. Blue Ribbon Taxi Company Day - The Honorable Sam Davis

41. 13th Annual Dr. James R. Clark Memorial Sickle Cell Walk - Ms. Yvonne Donald, M.A., CSCEC, Deputy Director of the James R. Clark Memorial Sickle Cell Foundation

ORDINANCES - FIRST READING

42. Ordinance No.: 2018-042 - Authorizing the Purchase of 1123 Columbia College Drive; Richland County TMS#09216-07-18 from Angelia K. Kilgore for a Stormwater Utility Site; CIP Project #SD8441; CF#251-113

43. Ordinance No.: 2018-043 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Lorick Place, LLC. Richland County TMS Numbers 09213-04-14; 11601-24-01; 11601-24-02; 11601-24-03; 11601-24-04; 11601-24-05; 11601-24-06; 09213-08-01; 09213-08-02; 09213-08-03; 09213-08-04; 09213-08-05; 09213-08-06; 09213-08-07; 09213-08-08; 11601-25-04; 11601-25-05; 11601-25-06; 11601-25-01; 11601-25-02; 11601-25-03; 09213-08-09 and 09213-08-10)

RESOLUTIONS

44. Resolution No.: R-2018-083 - 8th Lease Amendment Agreement between the City of Columbia and MS Joint Venture for the lease of the 10th floor and 5,930 square feet of the 11th floor of 1401 Main Street

45. Resolution No.: R-2018-084 Authorizing the City Manager to execute a Local Subdivision Entity Agreement between the City of Columbia and PEBA for Participation in the State's Health Insurance Program

PUBLIC HEARING

46. Resolution No.: R-2018-068 - Resolution of the City Council of the City of Columbia, South Carolina, Approving the Issuance by the Public Finance Authority of not to exceed $15,500,000 Public Finance Authority Multifamily Housing Revenue Bonds, in One or More Series, Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended; Providing Certain Other Matters In Connection Therewith; and Providing an Effective Date

ZONING / PLANNING MATTERS PUBLIC HEARING - FIRST READING - 7:00 P.M.

47. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 134 Coopers Nursery Road; TMS# 28900-03-17

Ordinance No.: 2018-035 - Annexing and Incorporating 134 Coopers Nursery Road, Richland County TMS #28900-03-17 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

Proposal: Request to annex, annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Planned Unit Development Residential District (PUD-R). The property is currently classified as Neighborhood-Medium Density and zoned PDD by Richland County.

Applicant: Pecan Grove at Woodcreek Farms, LLC/HVP3 Development LLC

Staff Recommendation: Approval

PC Recommendation: 06/04/2018; Approval (6-0)

48. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 107 Riding Grove Road, 123 Riding Grove Road, 139 Riding Grove Road, 167 Riding Grove Road, 1113 Old National Highway and 160 Riding Grove Road; TMS# 28900-01-27, 28900-01-31, 28900-01-28, 28900-01-29, 28904-03-01 and 28904-03-02

Ordinance No.: 2018-048 - Annexing and Incorporating 10 7 Riding Grove Road, 123 Riding Grove Road, 139 Riding Grove Road,167 Riding Grove Road, 1113 Old National Highway and 160 Riding Grove Road; Richland County TMS# 28900-01-27, 28900-01-31, 28900-01-28, 28900-01-29, 28904-03-01 and 28904-03-02 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1)

and assign zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood-Medium Density and zoned RS-MD, RU and PDD by Richland County.

Applicant: Cascata Development, LLC, Jean Thigpen Cooper, Decker Village Investors, Inc. and Woodcreek Farms, Inc.

Staff Recommendation: Approval

PC Recommendation: 07/09/2018; Approval (5-0)

49. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 527 Winmet Drive, 531 Winmet Drive and 5219 Fairfield Road(p); TMS# 11702-02-13, 11702-02-14 and 11702-02-20(p)

Ordinance No.: 2018-034 - Annexing and Incorporating 527 Winmet Drive, 531 Winmet Drive and 5219 Fairfield Road(p), Richland County TMS# 11702-02-13, 11702-02-14 and 11702-02-20(p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 1

Proposal: Request to annex, assign land use classifications of Urban Core Community Activity Center (UCAC-2) and assign zoning of General Residential District (RG-1). The property is currently classified as Mixed Residential-High Density and zoned RM-MD by Richland County.

Applicant: Minhaj ul-Quran USA

Staff Recommendation: Approval

PC Recommendation: 06/04/2018; Approval (6-0)

50. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 2313 Apple Valley Road; TMS# 07502-01-19

Ordinance No.: 2018-045 - Annexing and Incorporating 2313 Apple Valley Road, Richland County TMS# 07502-01-19 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 1

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

Applicant: Aurora B. Barnhill and Dudley D. Barnhill

Staff Recommendation: Approval

PC Recommendation: 07/09/2018; Approval (5-0)

51. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 2019 Joe Frazier Court; TMS# 13516-03-07

Ordinance No.: 2018-046 - Annexing and Incorporating 2019 Joe Frazier Court Richland County TMS# 13516-03-07 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 3

Proposal: Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Single-Family Residential District (RS-2). The property is currently classified as Economic Development Center/Corridor and zoned RS-HD by Richland County.

Applicant: Henry Goodson

Staff Recommendation: Approval

PC Recommendation: 07/09/2018; Approval (5-0)

52. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 125 Peyton Road; TMS# 16407-07-12

Ordinance No.: 2018-047 - Annexing and Incorporating 125 Peyton Road, Richland County TMS# 16407-07-12 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

Proposal: Request to annex, assign land use classification of Industrial (IND) and assign zoning of Light Industrial District (M-1). The property is currently classified as Neighborhood Medium Density and zoned M-1 by Richland County.

Applicant: Sunflower Cleaning Group, LLC/Sunflower Self Storage, LLC

Staff Recommendation: Approval

PC Recommendation: 07/09/2018; Approval (5-0)

53. Comprehensive Plan Map Amendment Confirmation - 2716 Shop Road; TMS# 16200-04-31

Council District: 3

Proposal: Request to confirm the assignment of land use classification of Industrial (IND). The property currently has interim land use classification of Industrial (IND).

Applicant: Annette Holdings, Inc.

Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning; Approval

PC Recommendation: 04/09/18; Annex, Assign Interim Land Use and Interim Zoning; Approval (6-0)

Annexation, 1st Reading: 05/01/18; Annex, Assign Interim Land Use and Interim Zoning; Approval

Annexation, 2nd Reading: 05/15/18; Annex, Assign Interim Land Use and Interim Zoning; Approval

54. Zoning Map Amendment Confirmation - 2716 Shop Road; TMS# 16200-04-31

Council District: 3

Proposal: Request to confirm the assignment of zoning of Light Industrial District (M-1). The property currently has interim zoning of Light Industrial District (M-1).

Applicant: Annette Holdings, Inc.

Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning; Approval

PC Recommendation: 04/09/18; Annex, Assign Interim Land Use and Interim Zoning; Approval (6-0)

Annexation, 1st Reading: 05/01/18; Annex, Assign Interim Land Use and Interim Zoning; Approval

Annexation, 2nd Reading: 05/15/18; Annex, Assign Interim Land Use and Interim Zoning; Approval

55. Zoning Map Amendment - 939 W. Confederate Avenue, TMS# 09109-17-11

Council District: 1

Proposal: Request to rezone the parcel from PUD-R to RS-3.

Applicant: Donald Mims

Staff Recommendation: Approval

PC Recommendation: 05/07/2018; Approval (8-0)

56. Zoning Text and Map Amendment - 1633 Main Street and 1635 Main Street, TMS# 09014-10-08

Ordinance No.: 2018-037 - 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 1633 Main Street and 1635 Main Street, TMS #09014-1 0-08

Council District: 2

Proposal: Request to rezone the parcel from C-5, -DD to C-5, -DD and -DP and Amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark

Applicant: Martha Fowler, CLM Properties

Staff Recommendation: Approval

PC Recommendation: 05/07/2018; Approval (8-0)

D/DRC Recommendation: 05/10/2018; Approval (6-0)

57. Zoning Map and Text Amendment - 1637 Main Street, TMS# 09014-10-07

Ordinance No.: 2018-036 - 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 1637 Main Street, TMS #09014-10-07

Council District: 2

Proposal: Request to rezone the parcel from C-5, -DD to C-5, -DD, and -DP and Amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark

Applicant: Martha Fowler, CLM Properties

Staff Recommendation: Approval

PC Recommendation: 05/07/2018; Approval (8-0)

D/DRC Recommendation: 05/10/2018; Approval (6-0)

58. Comprehensive Plan – Future Land Use Map Amendment

Ordinance No.: 2018-032 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to modify Future Land Use Classifications throughout the City of Columbia

Council Districts: 1, 2, 3, and 4

Proposal: Amend Chapter 8.3 of The Columbia Plan: 2018 - Future Land Use Map to modify land use classifications throughout the City.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 5/07/2018; Approval (8-0)

OTHER MATTERS

59. Council is asked to approve the Installation of seventeen (17) Speed Humps in the Melrose Heights Neighborhood, as requested by the Public Works Department. **Updated**

The Columbia Fire Department and Police Department have reviewed and approved the proposed locations.

60. Council is asked to approve the Installation of two (2) Speed Humps on Bellefield Lane, as requested by the Public Works Department.

The Columbia Fire Department and Police Department have reviewed and approved the proposed locations.

61. Council is asked to approve "No Through Trucks" restrictions on Pickens Street between Rosewood Drive and Superior Street, as requested by the Public Works Department.

The Columbia Fire Department and Police Department have reviewed and approved the proposed location.

62. Council is asked to approve the Installation of three (3) Speed Humps on Barhamville Road, as requested by the Public Works Department.

The Columbia Fire Department and Police Department have reviewed and approved the proposed locations.

63. Council is asked to approve the Installation of two (2) Speed Humps on Catawba Street and "No Thru Trucks" restrictions, as requested by the Public Works Department.

The Columbia Fire Department and Police Department have reviewed and approved the proposed locations.

APPOINTMENTS

64. Council is asked to approve the appointment of one (1) individual to the Central Midlands Regional Transportation Authority.

65. Council is asked to approve the re-appointment / appointment of two (2) individuals to the Columbia Housing Authority Board. **Deferred**

66. Council is asked to approve the appointment of one (1) individual to the Midlands Authority for Conventions, Sports & Tourism Board.

67. Council is asked to approve the appointment of one (1) individual to the Transportation Penny Advisory Committee.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Assistant City Manager for Development**

FROM: ***Missy Gentry, Assistant City Manager***

SUBJECT: **Wayfinding Project - Mr. Bill Ellen, President and CEO for Experience Columbia SC**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Wayfinding_Council_MEMO (PDF)

We Are Columbia

Planning and Development Services • Planning Division
1136 Washington Street, 3rd Floor, Columbia, SC 29201 • Phone: 803-545-3222

TO: Members of City Council

FROM: Lucinda Statler, Principal Planner/ Urban design

CC: Teresa Wilson, City Manager
Missy Gentry, Assistant City Manager
Krista Hampton, Director, Planning and Development Services
John Fellows, Planning Administrator

DATE: August 14, 2018

SUBJECT: Wayfinding Project update

Background

City Council passed a resolution on October 19, 2017 to partner with Experience Columbia, SC on a Wayfinding Project. The resolution acknowledges the need to update the wayfinding system due to the growth and development of the City in the years since, the significant increase in the number of visitors, and the age and condition of the existing signs, installed more than ten years ago. This resolution supports the following strategic goals: to collaborate and partner with entities, connect the City's neighborhoods and business districts, foster a healthy quality of life, and provide high quality municipal services.

Process

Experience Columbia, SC administered an RFI process, followed by an RFP and received a number of highly qualified consultant responses. The selected team (Yazi, graphic design and wayfinding consultant and Colite, sign fabricators) has been working with Experience Columbia SC, city staff, and a stakeholder committee to craft a wayfinding system that is consistent and efficient in addressing the objectives of the resolution. Many of the hospitality districts are also contributing to the funding.

The process has included stakeholder participation to include representatives from the hospitality districts and from SCDOT to review branding and design concepts, sign content and locations. The recommendations are consistent with best practices for wayfinding systems in the methods of determining which destinations receive signage, the number of signs allocated to each destination and the locations of signs. Logos, branding, colors, and materials have all been considered in the recommendations to ensure for effective wayfinding by visitors and cost-effective maintenance by the City.

To address the request of Council to include digital pedestrian kiosks as part of this system, Experience Columbia, SC and the consultant have been researching options and various funding methods due to the prohibitive cost of this technology. More work is needed to determine a path, Experience Columbia, SC and City staff are working together on this.

Next steps

The wayfinding system design has been refined and has the full support of the stakeholder team. The fabricators are ready to move forward with the goal of having a few signs installed in advance of the Mayor's conference in September, and the remainder of the system in place prior to the NCAA Men's Basketball Regional Tournament in March.

It is recommended maintenance activities be provided via a maintenance contract. The City and Columbia SC will work together to identify options for doing so.

Staff recommends that the project move forward to the next step.

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

SUBJECT: **Upcoming City Council Retreat - Ms. Melisa Caughman, Budget and Program Management Director**

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

SUBJECT: **Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)**

PURPOSE: **Shot Spotters**

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Receipt of legal advice which relates to a pending, threatened or potential claim pursuant to §30-4-70(a)(2)**

PURPOSE: **Eddie G. Addy v. City of Columbia, et al.**
Megan Thomas v. City of Columbia

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

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

PURPOSE: **Columbia Canal**
Ice Skating Rink
Property Acquisition Program

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

SUBJECT: **Council is asked to approve the May 29, June 5, June 19, and July 17, 2018 City Council Meeting Minutes.**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MN_5_29_2018_Draft (DOCX)
- #b: MN_06_05_2018_D (PDF)
- #c: MN_06_19_2018_D (PDF)
- #d: MN_07_18_2018_D (PDF)

COLUMBIA CITY COUNCIL BUDGET WORKSHOP MEETING MINUTES
TUESDAY, MAY 29, 2018

The Columbia City Council conducted a Budget Workshop on Tuesday, May 29, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:10 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and the Honorable Daniel J. Rickenmann. The Honorable Sam Davis arrived at 2:32 p.m. The Honorable Tameika Isaac Devine participated remotely and The Honorable Moe Baddourah was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

FISCAL YEAR 2018/2019 BUDGET WORKSHOP

1. Employee and Retiree Health Care Program - Ms. Pamela Benjamin, Human Resources Director and Chief of Staff

Ms. Teresa Wilson, City Manager said this will be a presentation. No votes will be taken during the budget workshop. This is a time for Council to review the final recommendations for fiscal year 2018/2019. A public hearing for this matter will be held on June 5, 2018.

Ms. Pamela Benjamin, Human Resources Director and Chief of Staff said one of the major decisions needed today is whether we will maintain the Defined Dollar Benefit (DDB). She presented a proposal regarding changes to active employee benefits to include a phased-in approach for increasing premiums, increasing deductibles for out-of-pocket and co-pays, changing the Rx tier structure, increasing tobacco surcharges from $50 to $100, and implementing surcharges for spouses who have credible coverage. The deductible changes are based on the selected plan choices offered by the City: core, buy-up plan, and basic. We are providing insurance coverage for our active employees. The proposed spousal surcharge will be $100 per month. The DDB placed a limit on the City's contribution for pre-65 retirees at $1,130 per month and $840 per month for dependents. The DDB for post-65 Medicare eligible retirees and dependents is $300 per month, which includes a supplemental plan offered by United Healthcare. The City covers about 5,000 active and retired employees. We have approximately 386 pre-65 participants, but that varies based on the dependents. The City contributed more to the DDB by not making plan design changes and increasing retiree premiums. If the City fails to maintain the DDB, its OPEB liability would exceed $1 billion by fiscal year 2047.

Ms. Teresa Wilson, City Manager said the liability will affect how we will cover our active and retired employees in the future.

DRAFT

Mayor Benjamin said it's important to show the liability horizon for the next thirty (30) years. We will have to set aside funding each year to meet the long-term liability. He agreed that not maintaining the DDB will affect healthcare coverages, expenses, and basic services for employees.

Ms. Pamela Benjamin, Human Resources Director and Chief of Staff outlined the required decisions concerning the DDB and who will be eligible for benefits starting in 2019. She presented the following recommendations: establishing a Health Reimbursement Account (HRA) for pre-65 retirees, offering HRA benefits to current pre-65 retirees and employees hired prior to July 1, 2009, eliminating post-65 coverage for all retirees to include eliminating spousal DDB for those who have credible coverage, and adding an age 55 requirement for current retirement eligible employees. Employees hired before July 1, 2009 are required to have 20 years of service with the City and meet State of SC retirement eligibility requirements of 25 or 28 years of service.

Councilor Rickenmann suggested creating a separate HRA account for post-65.

Councilor Duvall inquired about the savings from eliminating spousal coverage if credible coverage has been provided.

Ms. Pamela Benjamin, Human Resources Director and Chief of Staff said offering our employees spousal coverage has been a recruiting and retention tool; therefore, we didn't consider eliminating it. We can look at that option.

Mayor Benjamin asked how to determine credible coverage.

Ms. Pamela Benjamin, Human Resources Director and Chief of Staff said it's a ratio based off cost and income.

Councilor Devine inquired about retirees having an option to obtain other coverage.

Ms. Teresa Wilson, City Manager said it will have to be determined by an affidavit.

Ms. Pamela Benjamin, Human Resources Director and Chief of Staff reported that the HRA will be a replacement benefit to help with health insurance premiums, health plan deductibles, copayments, prescriptions, dental cost, and other health related expenses for retired employees.

Ms. Teresa Wilson, City Manager asked about IRS approved medical expenses.

DRAFT

Ms. Pamela Benjamin, Human Resources Director and Chief of Staff said copays, prescriptions, and any routine medical expenses are approved IRS expenses.

Councilor Rickenmann asked about adjusting the DDB contribution for spouses.

Ms. Pamela Benjamin, Human Resources Director and Chief of Staff said we were maintaining the current DDB that was established in 2012, however, we can look at adjusting the cost.

Mayor Benjamin said Work Sessions are usually for discussion only, but we will take this opportunity to hear from our citizens and answer questions regarding healthcare.

Mr. Matthew Huffstetler, Columbia Fire Department sought clarification about coverage when he was hired at eighteen (18) years old. He said this will require me to work for thirty-six (36) years to receive retirement benefits when I am eligible to retire sooner.

Ms. Teresa Wilson, City Manager said there will be an option for the employee to continue to work for the City or find other coverage, through another employer.

An unidentified woman from the Police Department suggested using the state health plan as a supplement.

Ms. Pamela Benjamin, Human Resources Director and Chief of Staff said the state health plan will require more coverage because it has more participants than the City.

Ms. Debra Martin, Police Department Retiree inquired about post-65 retirees having pre-medical conditions and obtaining other insurance under HRA.

Ms. Pamela Benjamin, Human Resources Director and Chief of Staff said the Affordable Care Act (ACA) prohibits exclusions for providing healthcare coverage including pre-medical conditions.

Mr. Dan Bedenbaugh, Retiree sought clarity about the healthcare plan for active and retired employees. Are you separating the healthcare coverage into two (2) plans?

Councilor Rickenmann confirmed that the City doesn't have two separate accounts. We have created a program to provide better coverage and care for our retired employees.

DRAFT

Mayor Benjamin said this is not an exercise to balance the budget; this is to provide sustainability. Companies across this country are eliminating healthcare, but our goal is to provide affordable long-term coverage for our employees and their families.

Mr. Rusty Smith, Fire Department Retiree said there are a lot of retirees that are extremely ill. If you eliminate post-65 coverage, many will have a huge problem because they can't find another job. Since my wife turned 74 years old, we are having a difficult time finding cheaper coverage; it has become a burden. He asked staff to provide information regarding affordable coverage.

An unidentified man asked about renegotiating the coverage plan with United Healthcare for post-65 retirees.

Ms. Pamela Benjamin, Human Resources Director and Chief of Staff said we have looked at other options for post-65 coverage, but when covering a small group of people insurance companies will have higher expenses. We will get cheaper coverage when we get more participants.

Mr. David China, Fire Department asked about the proposed insurance benefits for recruiting newer employees and retaining current employees.

Ms. Teresa Wilson, City Manager said you will have to meet the rule of 90 for retirement eligibility, but employees with twenty (20) years or more in service with the City will be automatically grandfathered in.

Mr. Jeff Dickey, Police Department Retiree asked about the DDB cost declining in the future.

Ms. Pamela Benjamin, Human Resources Director and Chief of Staff said it was voted to adjust retiree premiums in an effort to keep the DDB at the same rate, but we have not increased the premiums at the rate the DDB costs have increased. We were only supplementing the cost and not maintaining the DDB.

Mr. Jeff Dickey, Police Department Retiree asked about disabled retirees meeting the twenty year services requirements with the City, but not meeting the 55 age requirement.

Ms. Pamela Benjamin, Human Resources Director and Chief of Staff said if a person is retirement eligible whether through disability or regular retirement, they will still be eligible for the insurance.

DRAFT

An unidentified Fire Department Retiree said by dropping my spouse from the current insurance plan, I will have to wait for two years to add her back. He asked Council to consider a rollover plan for insurance.

Mr. C.O. Clark, Retiree suggested that the City complete annual updates to reflect the actual cost for post-65 retirees.

Mr. Victor Kemper, Retiree asked Council to consider those who served in the Fire Department for over 20 years and now may have physical challenges.

Ms. Teresa Wilson, City Manager said these questions and answers were very helpful. The City is not that much different from other agencies. I believe we are right up there with the best of best. We will continue to hope for the best and that we will not experience a mass exit due to healthcare costs.

Mayor Benjamin thanked everyone for their input. This is a living and breathing discussion and we are trying our best to take account of every concern regarding employee recruitment, employee retention, and obligations to retirees to include quality of life and their families.

2. Fiscal Year 2018 / 2019 Proposed Budget - Ms. Melisa Caughman, Budget and Program Management Director

Ms. Melisa Caughman, Budget and Program Management Director said today we will discuss the final proposed budget summaries before having the public hearing on June 5, 2018. She reported that the General Fund budget is in balance at $148,101,152.00 and has increased by 4%. The majority of the increases will be used for the capital improvement programs. The funds will be used for capital fleet replacement for fire trucks, police vehicles, garbage trucks, boom trucks, and technology upgrades. She reported that there was no proposed tax increase. The budget reflects funding to maintain current minimum service levels and growth. The budget development goals will provide resiliency, sustainability, and quality services. We are looking at new programs and activities to include discussions on identifying funding and reallocating existing resources for implementing Smart City Initiatives, public safety enhancements, expansion of emergency operations, and general capital improvements and investment in infrastructure.

Councilor Rickenmann asked about the existing 4,000 parcels that aren't paying an equal amount. They need to pay a higher fee structure to offset the costs. They are passing the burden onto home owners, businesses, and commercial districts.

DRAFT

Ms. Teresa Wilson, City Manager said these discussions will be included in the upcoming economic development workshops and worked into the fiscal year 2019/2020 budget.

Mayor Benjamin said we need a formula that makes sense and that is fair for commercial and residential taxes.

Ms. Teresa Wilson, City Manager said we will continue to do the research and bring back recommendations in October 2018.

Ms. Melisa Caughman, Budget and Program Management Director reported that the proposed general fund revenue for fiscal year 2018/2019 is $129,335,938 with a 2% increase of $2,630,218.00. The largest portion of the increase will be property tax revenue, which has a projected 3% increase over the current budget.

Councilor Davis asked about the cost of living proposal.

Ms. Melisa Caughman, Budget and Program Management Director said the proposal is for performance merits not cost of living.

Councilor Rickenmann asked staff to provide funding information for the Alvin S. Glenn Detention Center.

Ms. Melisa Caughman, Budget and Program Management Director reported that the affordable housing program was adopted in January 2018 and has an estimated $350,000 from the general fund. We recommend allocating a portion of savings from fiscal year 2017/2018 to help fund the program.

Councilor Rickenmann asked staff to look into providing housing tax credit for affordable housing.

There was an in-depth discussion on ways to incentivize the development of affordable housing.

Councilor Duvall asked about the savings from fiscal year 2017/2018.

Ms. Melisa Caughman, Budget and Program Management Director said there are no savings from fiscal year 2017/2018. The changes we are making are for fiscal year 2018/2019 by saving in healthcare costs, reducing the departmental budgets, and revenue adjustments. She reported that the water and sewer operating revenue budget is $160,167,115 with a 5.9% increase and a rate adjustment of 9.76%.

DRAFT

Councilor Rickenmann asked about the remaining funding for wastewater from the Consent Decree.

Mr. Clint Shealy, Assistant City Manager said the 10-year project is on track. We are embarking on more capital improvements at the Metro Wastewater Treatment Plant.

Ms. Melisa Caughman, Budget and Program Management Director reported that the proposed stormwater revenue operating budget is $13,466,499 with an increase of 6.6%. The proposed parking revenue operating budget is $8,692,988 with an increase of 9%. She presented the proposed special revenue budgets for hospitality tax and accommodations tax, which includes $12,103,972 for hospitality tax with an increase of 4.8% over the current year's budget and $2,596,160 for accommodations tax with an increase of 4% over the fiscal year 2017/2018 actual budget.

Councilor Rickenmann asked about a follow-up meeting regarding hospitality tax recommendations.

Ms. Teresa Wilson, City Manager said we are in the process of tallying up the total recommendations. She sought guidance regarding scheduling a presentation on June 19, 2018 or August 14, 2018.

There was consensus from the members of Council to schedule a discussion on hospitality tax recommendations on June 19, 2018.

3. City Council Meeting Schedule - Ms. Teresa Wilson, City Manager

There was a consensus of Council to move forward with the following summer meeting schedule:

- Council Meeting only on July 17, 2018
- Work Session only on August 7, 2018
- Work Session, Council Meeting, and Zoning Public Hearing on August 14, 2018

EXECUTIVE SESSION

4. Discussion of compensation of an employee pursuant to S.C. Code §30-4-70(a)(2) – *Deferred*

DRAFT

COLUMBIA CITY COUNCIL BUDGET WORKSHOP MEETING MINUTES
TUESDAY, MAY 29, 2018

ADJOURNMENT

Upon a motion made by Mr. Davis and seconded by Mr. Rickenmann, Council voted unanimously to adjourn the meeting at 5:42 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 5, 2018

WORK SESSION - 2:00 P.M.

The Columbia City Council conducted a Work Session on Tuesday, June 5, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:41 p.m. and the following members of Council were present: the Honorable Sam Davis, the Honorable Tameika Isaac Devine, the Honorable Howard E. Duvall, Jr., and the Honorable Edward H. McDowell, Jr. The Honorable Daniel J. Rickenmann joined the meeting remotely at 3:50 p.m. until 5:08 p.m. The Honorable Moe Baddourah was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

CITY COUNCIL DISCUSSION

1. Columbia-Richland Fire Rescue Strategic Plan - Mr. Aubrey Jenkins, Columbia Fire Chief

Mr. Aubrey Jenkins, Columbia Fire Chief presented the five-year strategic plan for Columbia-Richland Fire and Rescue. The Center for Public Safety Excellence assisted with creating the plan, which involved community and internal and external stakeholder feedback and expectations on what's needed to move the department forward. The Columbia Fire Department was organized in 1903 when the first paid firefighters were hired including two African-American drivers. The plan has nine goals and objectives which will establish the strengths, identify weaknesses, provide a clear direction, and address the concerns of the community.

Mayor Benjamin thanked Chief Jenkins for the strategic plan. We look forward to reviewing it and following up with you in the upcoming weeks.

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 5, 2018

2. Hampton Street and Calhoun Street Road Diet Concept Reports - Mr. David Beaty, P.E., Program Management Director for HDR

Mr. David Beaty, P.E., Program Management Director for HDR presented the road diet concept for Calhoun Street and Hampton Street. A road diet involves reducing the number and width of lanes. The concept for Calhoun and Hampton Streets includes reducing four lanes to three lanes, expanding 9' lanes to 11', removing 30 parking spaces along the north side of Calhoun Street, and removing 97 parking spaces along the north side of Hampton Street. He sought Council's approval to allow City staff to present the concept to the public on June 28, 2018 from 6:00 p.m. to 8:00 p.m. at the Holy Trinity Greek Orthodox Church, 1931 Sumter Street.

Councilor McDowell asked how removing the parking spaces will impact traffic flow.

Mr. David Beaty, P.E., Program Management Director for HDR said the road diet will not impact traffic flow and safety.

Councilor Davis inquired about the selection of Calhoun Street and Hampton Street.

Mr. David Beaty, P.E., Program Management Director for HDR said the streets were included in Richland County 2012 referendum and both routes have been identified in the Walk Bike Columbia Plan. The referendum included 87 potential bike routes throughout the County and City. Now we are being challenge to implement each route.

Councilor Devine asked that the businesses on Calhoun and Hampton Streets be notified about the public meeting.

Mr. David Beaty, P.E., Program Management Director for HDR said we have coordinated with staff to send out letters and media releases. We are also placing additional yard signs along the route to advertise the public meeting.

There was a consensus of the members of Council to allow staff to move forward with conducting a public meeting on June 28, 2018.

DRAFT

3. Columbia Urban League Science Technology Enrichment Program - Mr. Randy Davis, Parks and Recreation Director

Mr. Randy Davis, Parks and Recreation Director said the Science Technology Enrichment Program (STEP) provides valuable work experience for our youth. Currently, we have 144 participants throughout the City and this program will provide great exposure and career opportunities that will help each youth in the future.

Mr. James T. McLawhorn Jr., President/CEO of the Columbia Urban League thanked the members of Council for supporting the program. The purpose of STEP is to eliminate violence in our neighborhood, connect young individuals to the right resources, promote economic development in our community, and to gain work experience by using technology.

Councilor Devine asked about the age requirements for the program.

Mr. James T. McLawhorn Jr., President/CEO, Columbia Urban League said STEP is a two week program for youth ages 10 to 13.

4. Update on the 2018 Summer Camp Program - Mr. Randy Davis, Parks and Recreation Director

Mr. Randy Davis, Parks and Recreation Director gave an update on the 2018 Summer Camp Program. The summer camp is a recreation based camp with a philosophy of play. Through play we can empower children and encourage emotional and physical development. We want to engage children in fun and educational programs that will foster a positive sense of self. Summer Camp is open to children ages 5 to 12 by June 1, 2018. Two teen camps are available for ages 13-17 years old at Emily Douglas Park and Katheryn M. Bellfield Booker-Washington Heights Cultural Arts Center. He introduced Mr. Carey Rich, Recreation Superintendent and Ms. Christy Wright, Assistant Recreation Superintendent.

Ms. Christy Wright, Assistant Recreation Superintendent presented the department's completed training schedule, which included DSS childcare training, first aid-CPR training, customer service, active shooting training, and summer camp organizational training.

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 5, 2018

Mr. Carey Rich, Recreation Superintendent introduced the Parks and Recreation District Coordinators: Ms. Courtney Proctor-Bates, Mr. James McCord, and Ms. Tracy Chatman. The district coordinators duties are to provide oversight and supervise recreation division employees in charge of the recreation centers and neighborhood parks. The department has also hired Ms. Comilla Sampson as the new Safety Coordinator. This position plans, coordinates, implements, oversees, and administers a comprehensive employee safety and compliance program in accordance with the requirements of the Parks and Recreation Department.

Ms. Wanda Austin, Resource Coordinator presented the summer camp staffing schedule, which includes a ratio of 1:12 for ages 5-12 and 1:15 for ages 13-17. The maximum capacity for campers at community centers is sixty (60), for Greenview Park it's seventy (70), and for smaller neighborhood community centers it's twenty-five (25). The hours of operation are Monday through Friday from 7:30 a.m. to 6:00 p.m.

Councilor Duvall asked about the number of parks opened in 2017.

Ms. Wanda Austin, Resource Coordinator said we have a total of fourteen (14) parks.

Councilor Duvall asked about staff supervision.

Ms. Wanda Austin, Resource Coordinator said we have adequate staffing throughout city parks to provide safety for our children.

Ms. Teresa Wilson, City Manager said we try to balance the load in every district. We re-evaluated our program and training to reassure that the proper procedures are in place to provide the safest environment for our children.

Mr. Rickenmann joined the meeting remotely at 3:50 p.m.

DRAFT

5. Employee and Retiree Health Care Program - Ms. Pamela Benjamin, Human Resources Director and Chief of Staff

Ms. Teresa Wilson, City Manager said we know that the subject matter is complicated. We have not tried to breeze over it. We've talked about this on multiple occasions with you all. It is very important that employees and retirees also understand that this discussion matter and the content of it affects individuals very differently. You cannot make blanket statements and assume that your insurance is impacted the same as another. Today, we will go back through the discussion and point out where there are differences. There will not be a vote on health care today. These decisions points affect our budget and there will be a vote on that tonight.

Ms. Pamela Benjamin, Human Resources Director and Chief of Staff said this is a reengineering of the presentation that was given a week ago. Health care is very confusing to all employees. I've added additional slides and help people understand the terminology, current benefits, questions, and how we move forward. The Other Post-Employment Benefits (OPEB) encompasses those healthcare benefits that state and local governments provide to their employees and retirees. The Defined Dollar Benefit (DDB) is the amount the City contributes for retirees and their spouses' health insurance coverage. It is capped at $1,130 per month for retirees and $840 per month for spouses and dependents. The DDB for post-65 retirees or those who are Medicare eligible is $300 for the retiree and $225 for their dependent. We've been talking to Council for several months about the possibility of having a Health Reimbursement Account (HRA) for the DDB distribution. It is an IRS-approved, employer funded health benefit that reimburses employees for out-of-pocket medical expenses and individual health insurance premiums.

Councilor Duvall asked if the HRA is taxable to the retiree.

Ms. Pamela Benjamin, Human Resources Director and Chief of Staff said it depends on how that's structured and how it's distributed. We'll work with a HRA administrator to minimize any tax liability or issue it may cause the retirees. There are IRS regulations that have tax implications. Medicare is the federal health insurance program for people age 65 or older. Part A is the hospital portion that covers inpatient hospital stays, nursing homes, hospice care, and other home health care. Part B is the medical insurance that covers doctors' services, outpatient care, medical supplies, and preventive services. There are other parts to Medicare, but Parts A and B are the biggest portions. The City offers wonderful benefits and we are trying to preserve that as much as possible. The City has three plans: core, base, and buy-up. The premiums, coinsurance, and deductibles vary by plan. The City is self-insured, which means that we assume the burden of all costs associated with providing health care. Blue Cross Blue Shield is our third party

administrator and we have the ability to use their network. There are 2,023 employees covered on our health plan. The others are covered by Tricare or their spouse's plans. Each departmental budget is charged a fee for insurance coverage for all employees. Currently, employees hired prior to July 1, 2009 are eligible for retiree health insurance if they have twenty years of service with the City; are employed with the city at the time of retirement; and are eligible with years of service to retire based on PEBA requirements. If employees were hired after July 1, 2009, they must have 25 or 28 years of service with the City; be employed with the city at the time of retirement; and are eligible with years of service to retire based on PEBA requirements. Effective in 2017 when an employee retirees, he or she can maintain the coverage level they had when they retired. They cannot add a spouse or participate in a higher tiered plan. They can drop dependents and they can participate in a lower tier. Your years of service and age determine their eligibility for retirement. The South Carolina Retirement System has a Class Two membership for members who have earned service credit for a period of service prior to July 1, 2012 and Class Three membership for members who do not currently have earned service prior to July 1, 2012. Police Officers and Firefighters are not subject to the rule of 90. The retirement system has always had a separate set of eligibility rules for retirement pension than the City has for its insurance. If you are a Class Three member of the retirement system and you are a regular retiree who was employed after 2012, you have to reach the Rule of 90. For example, a member who is 56 years old and has at least 34 years of service will be eligible for normal retirement. Your years of service and your age must equal 90. In 2012, we adopted the DDB. Since fiscal year 2017, the City has contributed more than the DDB amount as a result of not increasing retiree premiums and not making plan design changes. This has resulted in an increase of the liability to $380.9 million. The question is do we maintain the DDB or not. If yes, we will continue to cap that liability. If no, the OPEB liability will continue to increase. If we don't maintain the DDB going forward, our liability is going to increase by two to four times. We will need to accept the projections of a billion dollar liability by 2047 and we need to notify our credit rating agencies. If we decide to maintain the DDB, we have to decide who is going to be impacted: actives, retirees, or future hires and what that's going to look like. We can increase the premiums or look into a HRA, HRA Administrator, and health care navigator.

Ms. Teresa Wilson, City Manager explained that Council chose not to increase the premiums back in September. To maintain the DDB, the premiums would've been significantly higher and Council chose not to do that at that time. I want to be clear to retirees and employees that there could've been another option before and Council did not take that path. Recognizing that it didn't seem palatable to present those types of premium increases to the retirees, but we are still left with the same liabilities and we are trying to find the option that will work best.

Ms. Pamela Benjamin, Human Resources Director and Chief of Staff said once the decision is made to maintain the DDB we will need to answer questions about who receives the benefit. Last week, we talked about having an 80/20 cost share, which means that the City pays 80% of the cost of coverage and the employee pays 20%. A phased-in approach for increased premiums was proposed. We are making changes to deductibles, out-of-pocket, copays, and Rx tiers. We are proposing an increased tobacco use surcharge from $50 to $100 and implementing spousal surcharge for spouses with credible coverage available to them. In order to meet the 80/20 cost share, we propose that we make premium adjustments this year and again next year. Anything done this year will go into effect on January 1, 2019. We also have to determine if we are going to continue to offer benefits to spouses. For future retirees that are current active employees, we must decide whether to offer retiree coverage or not; whether we will discontinue the benefit when the retiree reaches age 65; whether we will offer benefits to the spouses; and whether we will add an age eligibility requirement. We must decide what the eligibility for retiree insurance will look like for future employees.

Councilor Devine asked about Medicare.

Ms. Pamela Benjamin, Human Resources Director and Chief of Staff said Medicare has a different set of requirements. We offer a supplement. Anyone age 65 or older qualifies for Medicare and there are resources available to assist them with signing up. Whatever we do, we will have navigators to assist retirees with next steps. If we stop offering supplemental insurance, they would have to secure their own or not have supplement insurance. Most people have some type of supplemental plan. Our employees should decide to take a more active role in their health; utilize the Employee Health Center and wellness incentives; become a better health care consumer; and make healthy lifestyle decisions.

Mayor Benjamin asked how many of those options can we require.

Ms. Pamela Benjamin, Human Resources Director and Chief of Staff said since we are self-employed, we can require all of them. It will be a matter of managing it.

Councilor Devine said the biometric screening is very important. It took us three or four years to implement the tobacco surcharge. We need to require the biometric screening. It will help us with costs and it will help employees live a better life.

Councilor McDowell inquired about the financial impact of providing supplemental insurance.

Ms. Pamela Benjamin, Human Resources Director and Chief of Staff said the DDB is $300 for post 65 retirees and $225 for dependents per month. We have United Healthcare and the retirees pay slightly over $200 in addition to what we supplement. We negotiate that plan every year. The group is small, but they have a high level of claims. It is costly and it may be cheaper for individuals to go out and get their own plans. Today, you need to decide if you will maintain the DDB in its current state. Using an HRA and determining who qualifies can be determined at a later date. If you stick with the DDB, we will also need to answer those other questions and make more decisions. We want to be thoughtful and strategic.

Mayor Benjamin asked what maintaining and adhering to the DDB means for our long-term actuarial liability.

Mr. Jeff Palen, Assistant City Manager / Chief Financial Officer said if we maintain the DDB our total liability is $190 million. If we don't maintain the DDB it doubles immediately to $380 million.

Mayor Benjamin said it is compelling. As we look at the continued increase in costs of being self-insured we will have to look at how creative we can be to devise a plan that works for everyone within those boundaries.

Councilor Devine said a lot of cities nationally are not providing coverage to retirees. There are a lot of cities where current employees pay a lot more in premiums. A lot of elected officials knew nothing about GASB. The long-term impact on our employees' wellness should be the prevailing focus and if we keep that in focus, the costs will be in line as well.

Mayor Benjamin opened the meeting for public comment. As we look at the long-term cost of providing non-pension related benefits, every year we have to set aside a certain amount of money to cover that long-term actuarial liability. Your city has been a whole lot more responsible than some cities around the country. We have to figure out how to focus on employee and retiree health and having a sustainable benefits program. A lot of different considerations have been raised. It is clear that we have to start pushing everyone to take advantage of the resources and try to become a bit healthier, because the costs are out of control. We are required to look at this every couple of years and we have to adjust to the shifting sands.

Mr. Roland Smallwood, City of Columbia retiree said through discussion we can come up with ideas that aren't being thought of. Use this time to discuss this further. I am seventy years old, I go to the doctor three times a year, and I don't take any medication. What is United Healthcare doing with all of the money that I am saving?

Mr. Jeff Dickey, Columbia Police Department retiree said this presentation was much more beneficial and should be sent to firefighters and police officers. We were promised free insurance for life twenty to thirty years ago, if we met these requirements. The change needs to be geared towards the future. Our insurance is better than anybody's. The changes are drastic. There has to be balance.

Ms. Teresa Wilson, City Manager said there are no promises in government or in the entity in which we work. I understand what was implemented at certain periods of time. I acknowledge what you were told and what the rules were then. Rules change. There can be no promises with the Council-Manager form of government. This Council cannot make binding decisions on future Councils. That's not terminology that needs to be used.

Mr. David Crossland, Columbia Fire Department retiree said a man's word is his bond. The Council that was in place told me that if I fulfill these duties they would look after me and my family. I understand the rising cost of healthcare. It is a way of life with us; it is our income and the welfare of our families. It is an atrocity upon the men and women who have given their lives for the City. I worked for $12,000 per year and I had to work multiple jobs to make ends meet. I didn't mind it. I loved working for the City. My wife sat right there with me. My wife has pancreatic cancer now and to say that she doesn't matter is an atrocity upon me. I understand that costs may go up, but we depend on this.

Mr. Jacob Eller, President of the Columbia Firefighters Association said I am glad to hear that there will be open lines of communication with the employees. The wellness incentive is huge to me and we are trying to push that. Last year, we talked about forming a committee with active employees and retirees. I would ask that we form a committee to come up with a plan that we can all agree upon.

Ms. Pamela Ferst, City of Columbia retiree said none of you were here in 1989 when I was hired making $14,000 per year. The City saved money by paying us lower wages and providing us with insurance. That didn't add to our state retirement and now we are paying for insurance out of our state retirement, which is lower. It is taking money away from us. You need to consider the promises that were made at the time we were hired.

Ms. Teresa Wilson, City Manager clarified that there would still be a coverage component for retirees. That's what the HRA is. There has been no proposal to eliminate coverage for retirees.

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 5, 2018

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to enter into Executive Session at 5:08 p.m. for the discussion of **Items 6** through **8** as outlined. Mayor Benjamin abstained from discussing **Item 7** due to a potential conflict of interest. Mr. Rickenmann did not participate in the Executive Session.

6. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
   - *Homeserve Rate Increase*
   - *Columbia Canal*

7. Receipt of legal advice relating to a pending, threatened or potential claim – S.C. Code §30-4-70(a)
   - *Wynter Odom, et al. v. City of Columbia*

8. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)
   - *HUD CDBG Entitlement Funding*
   - *Lorick Place - Columbia Housing Authority Request*

Council ended the Executive Session at 6:07 p.m.

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 5, 2018

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a Meeting on Tuesday, June 5, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:18 p.m. and the following members of Council were present: the Honorable Sam Davis, the Honorable Tameika Isaac Devine, the Honorable Howard E. Duvall, Jr., and the Honorable Edward H. McDowell, Jr. The Honorable Daniel J. Rickenmann and the Honorable Moe Baddourah were absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

Master Kalib Barton and Master Jalal Abdul-Hamid, Springdale Elementary School students led the audience in the Pledge of Allegiance.

INVOCATION

Reverend Dr. Thurmond Bowens, Pastor of Trinity Baptist Church offered the invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted four (4) to one (1) to adopt the agenda, as amended to defer first reading consideration of Item 41 *(Zoning Map Amendment for 1400 Huger Street)* for two weeks. Voting aye were Mr. McDowell, Ms. Devine, Mr. Davis, and Mayor Benjamin. Mr. Duvall voted nay.

PUBLIC INPUT RELATED TO AGENDA ITEMS

Mayor Benjamin said some of you were here for the Work Session. We will not be voting on the health care plan tonight. We are going to move forward with the budget and the budget is going to set clear financial parameters that we will have to back into. If we do not maintain a defined dollar benefit, then our long-term actuarial liability will balloon; it will climb to $380 million, more than double than what it is now. By 2047, it will exceed $1 billion. It is not sustainable. We also have to step up and start pushing hard and fast requirements around our health and wellness initiatives. We are going to maintain the DDB and ensure that employee premiums are reflective of the 80/20 split that we discussed. We will not be voting on the specifics of the plan tonight. The presentation given today is available online.

No one appeared at this time.

CONSENT AGENDA ITEMS 9 THROUGH 29

Upon a single motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to approve the **Consent Agenda Items 9** through **29**.

9. Council is asked to approve an Agreement for Consulting Services for a Comprehensive Plan: Transportation Element, as requested by the Planning and Development Services Department. Award to Kimley-Horn and Associates, Inc., in the amount of $91,111.61. This firm is located in Columbia, SC. *Funding Source: 1014101-636600. The original budgeted amount is $92,000.00. - Approved*

   Sub-consultant 4D Engineering, LLC, a Minority Business Enterprise (Woman) of Lexington, SC will provide traffic impact studies, roadway design, and long range planning services at 10% ($9,111.61) of the contract value.

10. Council is asked to approve an Agreement for a Comprehensive Plan: Housing Element, as requested by the Planning and Development Services Department. Award to Clarion Associates, LLC, in the amount of $106,880.00. This firm is located in Chapel Hill, NC. *Funding Source: Professional Services 1014101-636600 - The original budgeted amount is $108,000. - Approved*

    Brown, Bortze, and Coddington a firm located in Denver, CO will assist in analysis of housing markets and strategic housing plans at 23% ($24,850.00) of the contract value. ACP/Greene & Associates, LLC a firm located in Columbus, Ohio will assist in public engagement at 5% ($5,000.00) of the contract value.

    Kimley-Horn and Associates, Inc. a firm located in Charlotte, NC will assist in transportation planning at 2% ($2,500.00) of the contract value.

11. Council is asked to approve the Purchase of Kronos Workforce and Telestaff Upgrade Services, as requested by the Information Technology Services Department. Award to Kronos Inc., in the amount of $272,042.68. This vendor is located in Lowell, MA. *Funding Sources: General Admin Information Tech - Computer License 6218950-627510 and General Admin Information Tech - Professional Services 6218950-636600. The original budgeted amount is $300,000.00. - Approved*

12. Council is asked to approve an Agreement for Installation of a Payment System for Multiple City Garages, as requested by the Parking Services Department. Award ITR of Georgia, Inc., in the amount of $551,323.00. This firm is located in Tucker, GA. *Funding Source: Parking Imp Project Control – Capital Project Costs - 5329999-PG101701-658650. The original budgeted amount is $551,323.00. – Approved*

13. Council is asked to approve the Purchase of Bypass Pumps for Wastewater Maintenance, as requested by Columbia Water. Award to Xylem Dewatering Solutions, Inc., doing business as Godwin Pumps of America, using the General Services Administration Contract in the amount of $88,289.78. This firm is located in Summerville, SC. *Funding Source: 5516205-638400 2015 October Flood Recovery. The original budgeted amount is $90,000.00. – Approved*

14. Council is asked to ratify Contract Amendment #1 for Project SS6857; Agreement for Engineering Services for the Olympia Sub Basin (Divisions I & II) Sewer Rehabilitation and Replacement. Award to WK Dickson, in the amount of $152,150.00. This firm has headquarters in Charlotte, NC and a local office in Columbia. *Funding Source: 5529999-658650. The original budgeted amount is $500,000.00. - Approved*

    This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project.

    HPG and Company, Inc., a Small Business Enterprise of Columbia, SC is the protégé and will provide design and construction services at 9% ($13,200.00) of the contract value.

15. Council is asked to approve an Agreement for Project SS7447; Garden Springs Sanitary Sewer Services, as requested by Columbia Water. Award to Hazen and Sawyer in the amount of $259,992.00. This firm is located in Columbia, SC. *Funding Source: Water and Sewer Capital Projects–Garden Springs Sewer Service – Capital Projects Cost – 5529999-SS744701-658650. - Approved*

    This is a Clean Water 2020 Program Project and a Mentor Protégé Project. Palmetto Consulting Engineering Group Inc., a Minority Business Enterprise (Woman) of Chapin, SC is the Protégé and will provide preliminary design, surveying, easement, exhibits, permitting, and site inspections services at 24.5% ($63,625.00) of the contract value.

    The following sub-consultant will provide additional services:

    F&ME of Columbia, SC will provide geotechnical services at 1.92% ($5,000.00) of the

contract value.

16. Council is asked to approve Contract Amendment #1 and #2 for Project SS7284; Liquid Train One Upgrades at the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to AECOM Technical Services Inc., in the total amount of $1,169,500.00. This firm is located in Columbia, SC. *Funding Source: Water and Sewer Budget; 5529999-SS7284-658650. The original budgeted amount is $1,385,000.00 (encompassing both amendments). - Approved*

This is a Clean Water 2020 Program Project. The following sub consultants will provide additional services:

Howard Engineering of Marietta, SC, a Minority Business Enterprise (Woman), will provide Electrical Engineering Services at 42.0% ($10,000.00) of the value of Contract Amendment 1 and 3.2% ($36,320.00) of the value of Contract Amendment 2.

K&P Engineering of Lexington, SC, a Minority Business Enterprise, will provide Structural Engineering Services at 39.9% ($9,500.00) of the value of Contract Amendment 1 and .7% ($8,500.00) of the value of Contract Amendment 2.

Felkel and Hastings, a Minority Business Enterprise, will provide Mechanical Engineering Services at 9.7% ($2,300.00) of the value of Contract Amendment 1 and .3% ($3,500.00) of the value of Contract Amendment 2.

Terracon of Columbia, SC, will provide Geotechnical Services at 1.6% ($18,000.00) of the value of Contract Amendment 2.

17. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 2916 Colonial Drive; TMS# 11503-06-30 – *First reading approval was given on May 15, 2018. - Approved on second reading.*

Ordinance No.: 2018-020 - Annexing and Incorporating 2916 Colonial Drive, Richland County TMS# 11503-06-30 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *First reading approval was given on May 15, 2018. - Approved on second reading.*

DRAFT

Council District: 2

Proposal: Request to annex, assign land use classification of Urban Core Community Activity Center (UCAC-2) and assign zoning of General Commercial (C-3). The property is currently classified as Mixed Residential-High Density and zoned GC by Richland County.

Applicant: WAT Properties Inc. of Columbia

Staff Recommendation: Approval

PC Recommendation: 03/05/2018; Approval (5-0)

18. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 638 Bluff Road (p); TMS# 11203-05-04(p) – *First reading approval was given on May 15, 2018. - Approved on second reading.*

Ordinance No.: 2018-019 - Annexing and Incorporating 638 Bluff Road (portion), Richland County TMS# 11203-05-04(p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *First reading approval was given on May 15, 2018. - Approved on second reading.*

Council District: 3

Proposal: Request to annex, assign land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Residential-High Density and zoned General Commercial (GC) by Richland County.

Applicant: 638 Bluff Road, LLC

Staff Recommendation: Approval

PC Recommendation: 03/05/2018; Approval (5-0)

DRAFT

19. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY - 1321 Piney Grove Road; TMS# 06200-01-15 – *First reading approval was given on May 15, 2018. - Approved on second reading.*

    Ordinance No.: 2018-018 - Annexing and Incorporating 1321 Piney Grove Road, Richland County TMS# 06200-01-15 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *First reading approval was given on May 15, 2018. - Approved on second reading.*

    Council District: 1

    Proposal: Request to annex, assign land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of General Residential District (RG-2). The property is currently classified as Mixed Residential-High Density/Mixed Use Corridor and zoned GC by Richland County.

    Applicant: Jimmy Love Land, LLC

    Staff Recommendation: Approval

    PC Recommendation: 04/09/2018; Approval (6-0)

20. MAJOR AMENDMENT TO A PUD-R - 2.16 acres S/S Caughman Road; TMS# 19100-02-10 – *First reading approval was given on May 15, 2018. - Approved on second reading.*

    Council District: 4

    Proposal: Request to make a Major Amendment to a PUD-R

    Applicant: Southeast Church of Christ

    Staff Recommendation: Approval

    PC Recommendation: 04/09/2018; Approval (6-0)

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 5, 2018

21. ZONING MAP & TEXT AMENDMENT - Seminary Ridge Historic District – *First reading approval was given on May 15, 2018. - Approved on second reading.*

Ordinance No.: 2018-021 - 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 3, Landmarks and Design Protection Districts, Sec. 17-681 Districts identified, (b) Architectural conservation district to delete (8) and amend (c) Protection area district to add (7) – *First reading approval was given on May 15, 2018. - Approved on second reading.*

Council District: 1

Proposal: Amend the text of the City of Columbia's Code of Ordinances to delete §17-681(b)(8) (Districts Identified, Architectural Conservation District) and modify §17-681(c) (Districts identified, Protection Area District) to add §17-681(c)(7) and amend the City Of Columbia's Official Zoning Map to modify the map label from "Seminary Ridge Architectural Conservation District" to "Seminary Ridge Protection Area".

Applicant: Sam Davis, City of Columbia Council Member

Staff Recommendation: Approval

PC Recommendation: 04/09/2018; Approval (6-0)

D/DRC Recommendation: 04/12/2018; Approval (5-2)

DRAFT

22. ZONING MAP AMENDMENTS - 700 Gervais Street, TMS# 08916-11-02 – *First reading approval was given on May 15, 2018. - Approved on second reading.*

Council District: 2

Proposal: Request to rezone the parcel from M-1, M-2, -DD, -ID and -DP to MX-2, -ID and -DP

Applicant: Ben Arnold, Southern Realty Development Corp.

Staff Recommendation: Approval

PC Recommendation: 04/09/2018; Approval (6-0)

23. ZONING MAP AMENDMENT & TEXT AMENDMENT - Modification of Innovista Design District & Guidelines, and Rezoning of 1100 Wayne Street, TMS#08916-11-04A – *First reading approval was given on May 15, 2018. - Approved on second reading.*

Ordinance No.: 2018-015 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article Ill, Zoning, Division 8, District Descriptions; Use and Dimensional Regulations, Sec. 17-291 --ID Innovista design; Division 9, Supplementary District Regulations, Sec. 17-325 --ID Innovista design district, (b) Supplemental district regulations – *First reading approval was given on May 15, 2018. - Approved on second reading.*

Council District: 2

Proposal: Rezone a portion of 1100 Wayne Street from Mixed-Use Urban District (MX-2), -Design/Development Area (-DD), -Innovista Design District (-ID) and -Design and Preservation Area (-DP) to Mixed-Use Urban District (MX-2), -Innovista Design District (-ID) and -Design and Preservation Area (-DP); Amend Innovista Design District Guidelines to reflect proposed changes to the boundaries and height requirements in the buffer areas; Amend the City of Columbia's Official Zoning Map to extend the boundaries of the -ID zoning district and remove the -DD zoning district from the same area; Amend City of Columbia's Code of Ordinances §17-291 (-ID Innovista design) and §17-325 (-ID Innovista design district) to reflect proposed changes to the Innovista Design District Guidelines and the Official Zoning Map.

DRAFT

Applicant: Krista Hampton, City of Columbia Planning and Development

Staff Recommendation: Approval

PC Recommendation: 04/09/2018; Approval (5-1)

24. ZONING MAP AMENDMENT - 42.31 acres N/S Padgett Road, TMS# 22012-01-01 – *First reading approval was given on May 15, 2018. - Approved on second reading.*

Council District: 4

Proposal: Request to rezone the parcel from PUD-R to RS-3

Applicant: John Stephenson, Manchester Investment Group, LLC

Staff Recommendation: Approval

PC Recommendation: 04/09/2018; Approval (6-0)

25. Resolution No.: R-2018-034 - Authorizing consumption of beer and wine only at Ladies of Lady Street in the 600 block of Lady Street on Friday, June 29, 2018, with a rain contingency of Friday, July 14, 2018 - *Approved*

26. Resolution No.: R-2018-043 - Authorizing consumption of beer and wine only at the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street on Saturday June 9, 2018 - *Approved*

27. Resolution No.: R-2018-049 - Authorizing consumption of beer and wine only at the Palmetto Tasty Tomato Festival on August 11, 2018 - *Approved*

28. Resolution No.: R-2018-053 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, June 8, 2018 - *Approved*

29. Resolution No.: R-2018-058 Authorizing consumption of beer and wine only at the Make Music Day Happy Hour in the Amphitheater Area of the Riverfront Park on Thursday, June 21, 2018 - *Approved*

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 5, 2018

PRESENTATIONS

30. Recognition of Mr. Robert Harris as the Richland School District One Teacher of the Year - The Honorable Tameika Isaac Devine

Councilor Devine said she couldn't let the school year end without recognizing Mr. Harris. He is the Richland One Teacher of the Year and a finalist for the State Teacher of the Year. Although he did not bring that recognition back to Columbia, we are lucky to have Mr. Harris teaching our students in Richland One. He is an innovative teacher at Hand Middle School and a rising star in this state. He is framing the minds of our young leaders and we couldn't be more proud. She presented Mr. Robert Harris with an award.

Ms. Teresa Wilson, City Manager presented Mr. Harris with a plaque for his accomplishments and efforts that are also in line with the Envision Columbia strategic goals.

Mr. Robert Harris, 2017-2018 Richland One Teacher of the Year / Hand Middle School Family and Consumer Sciences & FCCLA Adviser and Head Girls Basketball Coach thanked City Council for the recognition. On behalf of Richland School District One, I'd like to thank you all for your hard work, commitment, and dedication to education in Columbia and Richland County.

31. Recognition of Need-A-Lift Transportation Services, LLC as the Business Spotlight Honoree - Ms. Melissa Lindler, Director of the Office of Business Opportunities

Ms. Melissa Lindler, Director of the Office of Business Opportunities recognized Need-A-Lift Transportation Services as the 2018 Quarterly Business Spotlight Honoree. We recognized Ms. Lasenta Lewis-Ellis on May 3, 2018 during the Small Business Conference. Need-A-Lift Transportation Services has been in existence since March 2007. She has been providing safe, reliable transportation services to the school districts and families. She does great community outreach, provide in-kind services, and she sponsored forty families to participate in the Warrior Warehouse Project. We are excited that she is here today. She presented a video of Need-A-Lift.

Ms. Lasenta D. Lewis-Ellis recognized the Need-A-Lift Family. I believe that teamwork makes the dream work. We are grateful to serve the families in our community along with non-profits and other agencies.

Councilor Devine said they also provide Gift-A-Lift where people can provide lifts to parents and senior citizens through gifts.

32. Recognition of the W. J. Keenan Girls Basketball Class 2A State Championship Team - The Honorable Sam Davis – *This presentation was deferred.*

33. Recognition of Caughman Road Elementary School as the 2018 Spring Clean Stream Columbia Award Recipient - Ms. Dana Higgins, Engineering Director for Columbia Water

Mr. Mike Jaspers, Stormwater Manager for Columbia Water presented the 2018 Spring Clean Stream Columbia Award to Caughman Road Elementary School. They're installing an interactive children's garden that includes a vegetable garden and composting area. They are using rain barrels to harvest rainwater for watering the plants. We encourage this, because it reduces stormwater runoff and erosion. He presented the award to Ms. Shawn Hall, Principal; Ms. Karen Ogen, Assistant Administrator; and Ms. Amber Melbourne, Parent Volunteer.

BUDGET PUBLIC HEARING

Ms. Teresa Wilson, City Manager said at this time we will move into a budget public hearing. Ms. Missy Caughman will do an initial presentation. I'm incorporating into these items and your first reading the effort to maintain the DDB and keep the 80/20 cost share reflective of health insurance. At the appropriate time, I will read Item 34 into the record.

Ms. Melisa Caughman, Budget and Program Management Director presented the 2018/2019 proposed budget for the City of Columbia. The operating budget is $346 million and it comprises the general fund, parking fund, storm water fund, water and sewer fund, hospitality tax fund, and the accommodations tax fund. This represents a 5% increase over the current year's budget. The budget development goals for this year included being resilient, which means that services will continue and the City will operate within its means. This also means re-evaluating priorities and programs in order to free-up and reallocate resources as well as identifying new resources to launch new programs to help tackle emerging challenges and to enhance current programs. Sustainability is our next goal and that's moving beyond a budget that is balanced. A balanced budget is required by law. A sustained budget is a choice and seeks to establish spending and reserve practices that are sustainable. Providing high quality municipal services, efficiently, effectively, and responsively is the basis for why we are here. This also means that we invest in our employees and infrastructure and maximize the overall organizational efficiency. The $346 million operating budget for the City builds on the City's efforts to responsibly meet the residents' basic needs for municipal services while at the same time introducing creative and innovative ways to deliver services to meet the goals of Envision Columbia strategic plan. This budget includes services for over 133,000 residents, over 5,000 businesses, and 2,400 employees.

It also includes our water and wastewater operations, our two water plants, our wastewater plant along with other infrastructure and many other facilities. Our budget development is influenced by the seven focus areas and five goals. The general fund budget is in balance at $148 million, which is a 4% increase. It is being proposed without a property tax increase. The general fund revenues total $129 million, which is an increase of 2%. The water and sewer operating fund is $161.9 million, which is a 6% increase over the current year. It includes a 9.76% increase and those revenues will be used to fund operational and capital obligations. It also seeks to maintain the target debt service coverage ratio of 2.0. The storm water operating budget is proposed at $13.4 million, which is a 6.6% increase over the current year. The revenues primarily come from the storm water fee. The impact of the utility increase on a residential customer is about $5.36 per month based on an average use of 6,000 gallons per month. Our existing and proposed water and sewer rates are some of the lowest in the region. It reflects the continued rate increases for the aggressive storm water program that was adopted last year. The increase is $.74 per equivalent residential unit per month on a residential property. The Capital Improvement Program is $11.3 million. The contract for a storm water program manager was awarded in March. The first $50 million storm water bond issuance was approved in April. The parking fund budget is proposed at $8.6 million, which is a 9% increase over the current year. The proposed budget for the hospitality tax fund is $12.1, which is a 5% increase over the current year and is in line with prior year collections. This does not include the allocations to agencies. The accommodations tax budget is at $2.6 million, which is a 4% increase over 16/17 actuals. We are being more aggressive with projections than in prior years, but we are in line with prior year actual collection rates. The18/19 CIP for water and wastewater is $120 million of which $80 million is for sewer and $40 million is for water. The CIP projects are included on a map and attached to the budget ordinance. We want to thank City Council, City management, City staff, and the citizens.

Councilor Devine said we are doing phases two and three of AMI this year. When will citizens start seeing that?

Mr. Clint Shealy, Assistant City Manager for Columbia Water said we anticipate bringing a contract to Council in September and start changing meters out early next year. It is a three-year process and at the end of three-years we will have a communications network, meters will be replaced, and we will be rolling out the application.

Mayor Benjamin said we have a budget with no tax increase and continued investment in clean drinking water, storm water, and wastewater improvements.

Council opened the Public Hearing at 6:58 p.m.

No one appeared at this time.

Council closed the Public Hearing at 6:58 p.m.

34. Ordinance No.: 2018-026 - To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2019 - *Approved on first reading.*

Upon a motion made by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2018-026 - To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2019 and to maintain the Defined Dollar Benefit (DDB) for health care coverage as well as the 80/20 cost share.

35. Ordinance No.: 2018-025 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-5, User fees (a) Definitions, (3); (d) Parks, (3) Ensor Keenan House, (4) Earlewood Community Building and (5) Eau Claire Print Building; (i) Athletics, Fee (4) Swimming; (j) Classes/camps/programs, and to add (l) Event vendor fees - *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2018-025 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-5, User fees (a) Definitions, (3); (d) Parks, (3) Ensor Keenan House, (4) Earlewood Community Building and (5) Eau Claire Print Building; (i) Athletics, Fee (4) Swimming; (j) Classes/camps/programs, and to add (l) Event vendor fees.

36. Ordinance No.: 2018-027 - 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 (a) and (b) - *Approved on first reading.*

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2018-027 - 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 (a) and (b).

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 5, 2018

PUBLIC HEARING

37. Resolution No.: R-2018-037 - In Support of the issuance by the South Carolina Jobs-Economic Development Authority of its Revenue Bonds or Notes (Columbia International University) in one or more series in one or more years, pursuant to the provisions of Title 41, Chapter 43 of the Code of Laws of South Carolina, 1976, as amended, in the aggregate principal amount of not exceeding $10,000,000 - *Approved*

Council opened the Public Hearing at 7:01 p.m.

No one appeared at this time.

Council closed the Public Hearing at 7:01 p.m.

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2018-037 - In Support of the issuance by the South Carolina Jobs-Economic Development Authority of its Revenue Bonds or Notes (Columbia International University) in one or more series in one or more years, pursuant to the provisions of Title 41, Chapter 43 of the Code of Laws of South Carolina, 1976, as amended, in the aggregate principal amount of not exceeding $10,000,000.

ORDINANCE - SECOND READING

38. Ordinance No.: 2018-022 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Reign, 1087 and 1115 Shop Road – TMS # R11210-01-13 and R11210-01-01) - *First reading approval was given on May 15, 2018. – Approved on second reading.*

Councilor Duvall said I am opposed to this, because it is another start of tax breaks for student housing in the City of Columbia. This one gives a 33% tax rate cut. I think we struggle to balance our budget each year and if we continue to give tax breaks to people that will come here without the tax break we will never get out of this hole. This developer brought the property, had the property annexed into the City and we didn't hear anything about a tax break until two weeks ago. We should not continue down this road.

DRAFT

Mayor Benjamin said I respectfully disagree. Prior to the incentive we put on the table a few years ago, there was only one deal. We've had $250,000 in investment into that space that over the next twenty years is going to send $100 million to Richland School District One. This is a move in the right direction.

Councilor Devine said I've publicly stated a similar position to Mr. Duvall's. When we sunset it, I wasn't planning to support any future student housing incentives. However, the County is very interested in this project and in light of us working together, I will support it. I asked Ms. Wilson, Ms. Knox, and Ms. Saeed to meet with me in the coming weeks. I plan to bring forward proposals for similar incentives for affordable housing, mixed use housing, or affordable housing within our city. I am going to support this in anticipation that we will to do the same for other areas of our city and citizens who need quality workforce housing.

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted three (3) to two (2) to give second reading approval to Ordinance No.: 2018-022 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Reign, 1087 and 1115 Shop Road – TMS # R11210-01-13 and R11210-01-01). Voting aye were Ms. Devine, Mr. Davis, and Mayor Benjamin. Voting nay were Mr. McDowell and Mr. Duvall.

ORDINANCES - FIRST READING

39. Ordinance No.: 2018-023 - Granting and encroachment to the East Lake Home Owners Association for installation and maintenance of a wooden privacy fence within the right of way of the 100 block of Fountain Lake Way adjacent to properties located at 124 Pine Mast Court, 128 Pine Mast Court, 132 Pine Mast Court, 136 Pine Mast Court, 140 Pine Mast Court, 144 Pine Mast Court, 148 Pine Mast Court, 152 Pine Mast Court, and 156 Pine Mast Court, Richland County TMS#16310-05-70, 16310-05-71, 16310-05-72, 16310-05-73, 16310-05-74, 16310-05-75, 16310-05-76 and 16310-05-77 - *Approved on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2018-023 - Granting and encroachment to the East Lake Home Owners Association for installation and maintenance of a wooden privacy fence within the right of way of the 100 block of Fountain Lake Way adjacent to properties located at 124 Pine Mast Court, 128 Pine Mast Court, 132 Pine Mast Court, 136 Pine Mast Court, 140 Pine Mast Court, 144 Pine Mast Court, 148 Pine Mast Court, 152 Pine Mast Court, and 156 Pine Mast Court, Richland County TMS#16310-05-70, 16310-05-71, 16310-05-72, 16310-05-73, 16310-05-74, 16310-05-75, 16310-05-76 and 16310-05-77.

40. Ordinance No.: 2018-028 Granting an encroachment to the City Center Partnership for installation and maintenance of a steel bicycle repair stand within the right of way area of the 1300 block of Main Street adjacent to 1339 Main Street, Richland County TMS #09013-05-02 - *Approved on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2018-028 Granting an encroachment to the City Center Partnership for installation and maintenance of a steel bicycle repair stand within the right of way area of the 1300 block of Main Street adjacent to 1339 Main Street, Richland County TMS #09013-05-02.

ZONING / PLANNING MATTERS - FIRST READING

41. ZONING MAP AMENDMENT - 1400 Huger Street, TMS# 09009-11-04 – *The Public Hearing was held on May 15, 2018. Consideration of this item was deferred on May 15, 2018 and June 5, 2018.*

Council District: 2

Proposal: Request to rezone the parcel from C-1, -DD to M-1, -DD

Applicant: Brad Wolfe, 908 Group Holdings, LLC

Staff Recommendation: Denial

PC Recommendation: 02/05/2018; Approval (7-2)

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COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 5, 2018

RESOLUTIONS

42. Resolution No.: R-2018-044 - Certifying the Robinson Building as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1619-1621 Main Street, Richland County TMS #09014-10-12 - *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2018-044 - Certifying the Robinson Building as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1619-1621 Main Street, Richland County TMS #09014-10-12.

43. Resolution No.: R-2018-045 - Certifying the Marks Building as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the located at 1623-1625 Main Street, Richland County TMS #09014-10-11 – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2018-045 - Certifying the Marks Building as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the located at 1623-1625 Main Street, Richland County TMS #09014-10-11.

APPOINTMENTS

44. Council is asked to approve the appointment of two (2) individuals to the Columbia Museum of Art Commission.

Upon a motion made by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to approve the appointment of Mr. Wendell Brown and Ms. Brenda Wheeler to the Columbia Museum of Art Commission for five-year terms.

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45. Council is asked to approve the appointment of Municipal Court Judges.

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to approve the appointment of Ms. Gail Jabber and Mr. Michael McMullen as Associate Municipal Judges for four year terms; the appointment of Mr. Bryan Jeffries as a Substitute Associate Municipal Judge for a two year term; the reappointment of Ms. Kristi Grafton Goldberg as an Associate Municipal Judge for a four year term; and the reappointment of Mr. Richard Morgan as a Substitute Associate Municipal Judge for a two year term. All appointments are effective July 1, 2018.

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve the appointment of Judge J. Steedley Bogan as the Chief Administrative Judge for Municipal Court for a term beginning on July 1, 2018.

46. Council is asked to approve the appointment of four (4) individuals to the Planning Commission.

Upon a motion made by Mayor Benjamin and seconded by Mr. McDowell, Council voted unanimously to approve the appointment of Mr. Brian Dolphin and Ms. Isabelle Mandell to the Planning Commission for three-year terms and the reappointment of Ms. April James and Mr. Richard Cohn to the Planning Commission for second and final three-year terms.

Councilor Devine reiterated the concerns raised regarding our land use boards. The new members go through training. We need to send all members back through training. It needs to be communicated to all of the land use boards that they are representing the City of Columbia. They need to hear people out, be respectful, and follow the law.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were considered at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

No committee reports or referrals were made at this time.

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 5, 2018

APPEARANCE OF THE PUBLIC

Mr. Ted Holzmann appeared before the members of Council to express concerns about the City's funding to the Columbia International Festival. In April of next year, the 24th annual event will be held. It is South Carolina's largest international event. Raj Aluri asked me to voice his grave concern over the low value that this body has assigned to the festival. Last year it was granted $22,500, placing it below the 40th most important recipient of hospitality tax grant funding. This seems far out of proportion for an event which uniquely portrays and promotes cultural awareness and mutual appreciation between South Carolina's native and foreign born visitors and citizens. When the time comes to make Council allocations, Raj asks that we please put our hospitality tax grant wallet where our mouth is. Assign a dollar value that is commensurate to the value you place on us as a community with all its rich cultural, ethnic, and linguistic diversity.

Mr. Mustafa, Vice President of the Columbia Local Organizing Committee appeared before the members of Council to express concerns about racial profiling and code enforcement. On May 27th, I was a victim of racial profiling. I went through all the protocols. I had a meeting today with your Chief and I wasn't pleased. There is an issue with young men driving Dodge Chargers. They are being targeted. Also we have an issue with the Code Enforcement Division with regards to poor people not being able to renovate their houses and their houses being taken away as a result. When you look into the Traffic Court the reflection looks like us. That's profiling. There has been a history of the Police Department terrorizing our community over 100 years and we don't really have good relations. We had a meeting with Senator Scott in regards to the Booker T. Washington area and over in the Colony in regards to building a community center. Senator Scott stated that he gave the City three hundred thousand dollars to start this particular community center. We want that community center in that particular area. There are plenty of complaints about the police officers coming to the Colony and breaking up groups of young men when they are walking together. That's our culture. Why can't they walk together? So these are complaints coming from the community. Again, we're grassroots and we want to be at the table in regards to this particular issue. And I'd like to get with you in regards to my personal issue with racial profiling so we won't have to bring public attention all the way from Seattle, Washington.

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Mayor Benjamin said they are welcome to come from Seattle. We are always willing to listen to anyone's complaint. I have incredible confidence in the Police Chief and the City of Columbia Police Department. They are staffed with hundreds of women and men, who are human beings and will make mistakes sometimes. They have been trained well and they also understand the accountability measures that we have in place and hold them to. Some of the issues are historical issues regarding law enforcement and people of color in this country and some of them are quite true. We probably need to spend some time talking about the factual data regarding diversity at the department, because we work closely with the community, members on our volunteer boards, and the Columbia Urban League to aggressively diversify our staff. I think you'd be impressed with some of the work we've done in terms of transparency, accountability, and training. I'd be happy to share those with you in the interest of transparency. Yes, Senator Scott did help to secure some funding from the State of South Carolina to help address some of our comprehensive plans for the Beltline corridor and I'd love to share those with you.

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to adjourn the meeting at 7:24 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

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COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 19, 2018

WORK SESSION - 2:00 P.M.

The Columbia City Council conducted a Work Session on Tuesday, June 19, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:09 p.m. and the following members of Council were present: the Honorable Sam Davis, the Honorable Tameika Isaac Devine, the Honorable Howard E. Duvall, Jr., the Honorable Edward H. McDowell, Jr., and the Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

FINANCIAL REPORT

1. Ms. Jan Alonso, Finance Director will be present to answer questions regarding the April 2018 Financial Report. - *No comments were made at this time.*

CITY COUNCIL DISCUSSION

2. Regional Homeless Coordinator Services and Regional Inclement Weather Center - Ms. Jennifer Moore, Senior Director, Financial Stability Council for the United Way of the Midlands

Ms. Jennifer Moore, Senior Director of Financial Stability for the United Way of the Midlands explained that one contract is for the operation of the Inclement Weather Center, which provides shelter for homeless adults during November to March, when it is 40 degrees or below and for street outreach. The other contract is for the regional coordination of systems and services. From 2013 to 2018, homelessness decreased by 40%. We had historically steep declines in homelessness among our Veterans due to our partnership with the VA and others. We counted about 155 homeless Veterans this year. We've been very aggressive in pursuing housing and street outreach for youth ages 17 to 24. Transitions is the primary entity that handles the day-to-day operations of the Inclement Weather Center. We work with the Salvation Army of the Midlands to provide breakfast and evening meals and private vendors provide security and transportation services. We were budgeted for 80 nights, but we provided 67 nights of shelter. We served 890 unduplicated individuals, 8,794 nights of shelter, and 17,588 meals. On average,

we served 154 individuals in comparison to the 98 we served last year. We found that 55% of clients had a disabling condition. We had 35 nights of street outreach. A quarter of our clients had positive exits: 172 were placed in emergency shelter; many were engaged in services with other agencies; and 9 were placed into permanent housing. We are the lead agency for the Midlands Area Consortium for the Homeless (MACH). We coordinate an annual application to HUD for $3.1 million to support permanent housing and other housing services. United Way invests over $1 million to match those federal resources. We conduct the annual point-in-time count with the assistance of trained volunteers. We operate the Homeless Management Information System. We conduct homeless research and are currently conducting a youth study to target systems and intervention. We have a six member team that works on housing at the United Way. We coordinate the meal share program. The guidelines for Finlay Park have been in place for two months and we are pleased with that. We collaborated with the Richland County Public Library to host the second Breaking Barriers employment event. We held lease up events with the Columbia Housing Authority and we started the Peace of Mind Fund to be used as landlord risk mitigation funds. Over the last four years, we've added 78 units of housing and services to include street outreach. We received a $100,000 grant from BB&T to target youth partners and family service providers. We started working with Homeless No More to provide hotel vouchers for families with children. These families are referred by United Way or the Columbia Police Department. The program has helped six families to include twenty-six children. The families are all housed now.

Ms. Teresa Wilson, City Manager inquired about what's being done differently for individuals who don't want these services.

Ms. Jennifer Moore, Senior Director of Financial Stability for the United Way of the Midlands said we have a travel voucher program for individuals who are stranded and want to return to their home communities. We want to work with Transitions to offer that same service. Through our street outreach program we are working with other agencies to link services to individuals with frequent justice system interactions. From January to May, the list includes 74 individuals: 12 were housed; 42 screened for supportive housing with services; and 45 are actively engaged with street outreach.

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3. Update on the Housing First Program - Ms. Kristen S. Connors, LMSW, Supportive Housing Services / Palmetto Health USC Medical Group

Ms. Kristen S. Connors, LMSW, Supportive Housing Services / Palmetto Health USC Medical Group recalled that the program started as a pilot in 2008 with 10 units, but now we have over 40 units. We quickly move clients from homelessness into permanent housing. We partner with the Columbia Housing Authority to provide the apartments and payments for rent and utilities. We provide the supportive services. When housing isn't immediately available we keep the clients engaged and connected to our services. Through a low barrier approach, we meet clients where they are. We participated in the police roll call and the point-and-time count. We assist at the Inclement Weather Center and we serve as a MACH access point. We also partner with the Columbia Housing Authority to host a movie night. We have a case manager, a HOPWA case manager, outreach worker, mental health/substance abuse therapist, medical adherence specialist, director, and a housing coordinator through the Columbia Housing Authority. We have scattered site housing throughout the districts in the City. We provide a starter set of housewares. Groceries are provided through the Columbia Metro Baptist Association. The Columbia Housing Authority provides furniture. We provide case management, mental health counseling and substance abuse support, medical adherence, and support groups to help with the transition. For fiscal year 2017/2018 there were 48 housing placements, 9 new move-ins, 7 discharges, and 258 encounters through outreach. She outlined the many client successes to include obtaining GEDs and substance abuse detox. In closing, she read a testimonial from a client satisfaction survey.

4. Update from Transitions Homeless Center - Mr. Craig Currey, Chief Executive Officer for Transitions

Mr. Craig Currey, Chief Executive Officer for Transitions said through outreach we try to find homeless people to draw them in. We are 99% occupied each night. We are helping clients find work. We provide the Day Center. We served 244,000 meals last year with the help of partners like the Salvation Army. Our 7th birthday was on Friday, June 15, 2018 and we had a party with the clients. Since we've been open, we've placed 2,018 people into permanent housing; we see 3,500 unique people each year; the 260 beds are full almost every night; we have 50 great partners; and we have a youth program with shelter beds for ages 18-24. People are predominantly coming from Richland County and 10% are from out of state. He outlined the number of self-admitted mental health (34%) and substance abuse (35%) clients. We are going to work with the United Way on outreach. We are one of the best deals in town in terms of housing the homeless at night. The Eau Claire Health Cooperative saves up to $8 million per year in charges at the Clinic they run at Transitions. Up to 70 tons of food is donated each year; volunteer hours increase each year; and we have clients in our jobs program as well.

Councilor Devine said as we talk about the bigger issue of aggression our partners are going to be important in getting these folks in the system and making it clear that this behavior is no longer going to be tolerated in this city.

Mayor Benjamin said dealing with the challenging realities of the human condition requires a thoughtful and compassionate response that can seem difficult at times. It is going to require us to work that much harder.

5. Review of the Fiscal Year 2018/2019 Accommodations and Hospitality Tax Grant Funding Recommendations - Ms. Dee Dee Fanning, Grants Coordinator/Community Projects Liaison

Councilor Duvall said I was hoping that we would come up with a new way of doing the hospitality tax funding process. Changing the way the agencies receive and account for funds would've made the process easier. If we are going to ask Dee Dee to go through every receipt then we need to give her some support. Mr. Rickenmann wanted to look at the requirements for reimbursement. We need to reconsider the ineligible expenses. I don't agree with the recommendations. The accommodations tax isn't allocated according to the 85/15 split.

Councilor Rickenmann said we need to revisit how we distribute funding. One of the requirements is that form 990 must be up to date. I audited a handful of them and that's not the case. We are reimbursing on items that we shouldn't. We must reexamine how we distribute money. We have groups with money in the bank and other sources, but we continue to increase their funding. It limits our ability to provide adequate funding for other groups who are trying to grow. We need to look at how we fund these groups, the timeframe, their sources, and their expenditures. People are being reimbursed for soda and tissue. This was not meant to provide a cushion and we need to spread it out.

Ms. Dee Dee Fanning, Grants Coordinator/Community Projects Liaison said the majority of expenses are for advertising, media, and promotions. They are cleaner cut than the operational programs we fund. I am creating a form for organizations to complete when requesting reimbursements. This will be accessible online.

Councilor McDowell asked if the form will include a line for carry forward quests.

Ms. Dee Dee Fanning, Grants Coordinator/Community Projects Liaison said organizations submit letters to request carry forward funds, but it's a small amount of groups.

Councilor Devine asked if we request information on the funding that organizations already have set aside.

Ms. Dee Dee Fanning, Grants Coordinator/Community Projects Liaison said yes and it is covered with the organization when they are making their presentations.

Councilor Davis said I don't understand how the committee doesn't consider the smaller organizations worthy of increased funding, particularly, the North Columbia Business Association and the Eau Claire Community Council. Organizations are not supposed to totally survive off of these funds. If larger organizations continue to receive a large amount of money, the smaller organizations will not experience an opportunity to grow. Also, several of the minority organizations don't tend to get anything and the committee should look at that. If we want to see other areas of the City show their wares then they ought to have an opportunity to participate with these dollars. Businesses look at what's happening in areas when they are considering investing.

Councilor McDowell said this has to be about equity as it relates to new organizations coming in. The bottom line is that we must stop doing business as usual.

Councilor Rickenmann said a lot of the issues are with the City. We must have stronger guidelines then you will start to see a reduction in what is reimbursable. We need to look at all aspects. This was pushed by the arts community to help grow tourism and arts; it was never meant to be permanent funding. But there are groups that contribute so much by what they do that we need to continue to fund them. It's a fine balance. Our guidelines and the process has to be updated. We have to send a clear message.

Councilor Davis asked if we take an organization's surplus into consideration against their request.

Ms. Dee Dee Fanning, Grants Coordinator/Community Projects Liaison explained that it is taken into consideration with all of the other aspects of each organization.

Councilor Rickenmann said it's different if an organization is putting away money for a capital campaign. Ineligible expenses may seem minor, but when you add them up that is funding we can provide to other organizations.

Councilor Devine said we can retool the guidelines based on what we are seeing. It is hard to compare a Five Points Association with an Eau Claire Community Council. They both host a one-day event. Five Points shouldn't be penalized because they are successful and the Eau Claire Community Council shouldn't be penalized because they don't have the years of experience. My caveat on set aside funds is the way we do our funding. Sometimes they can't rely on the timing and level of our funding. We want to encourage them to be financially savvy about saving for future events, but we don't want them to set aside their money while spending our money. It is wise for organizations to set money aside.

Councilor Duvall said the hospitality tax is designed for groups to bring tourists into the City. John Whitehead's idea was to have a base funding tier for the big groups like the Columbia Museum of Art.

Councilor Davis said I am in favor of that.

Councilor McDowell said I am in favor of that along with a tier for the organizations that are very close to making something happen but the funding isn't there.

Councilor Duvall said the first tier includes the big organizations that are doing things that clearly qualify for the hospitality tax. They do it year after year, but they need continued funding from the tax that they help generate. The second tier includes the groups that are smaller and may need financial help. The third group is set aside funding for new groups doing innovative things. The fourth tier is $500,000 for capital projects and as we roll a group off, Council will agree on the next group to get inline.

Councilor Rickenmann said I don't have a problem with the tier process.

Mayor Benjamin said we are talking about our oversight responsibility and trying to be as efficient as possible while making sure we get some things done. We have a lot of organizations doing a lot of good work. Some are more mature and larger. I am unready to act tonight. It's important for us to recognize that all groups have significant value.

Councilor Duvall said it sounds like we have consensus to study the tier process; get more control over our reimbursement process; and we do need to have the receipts. I would like to clarify that the proposal includes multi-year (two-year) funding. Organizations would have a degree of certainty about funding. I envisioned it as the organizations receiving one-year of funding and being able to count on at least 75% going into the next year. Council would verify that funding each year.

Councilor Davis said I'd like for us to somehow not give the appearance of a guarantee.

Councilor Duvall said there would be caveats.

Councilor Rickenmann requested the formation of a subcommittee of Council members and staff to review examples of unacceptable hospitality tax expenditures; tweak our current guidelines; and create a better system for tracking. This review should be completed before Christmas.

There was a consensus of Council to defer consideration of **Item 31** *(Fiscal Year 2018/2019 Accommodations and Hospitality Tax Grant Funding Recommendations)*.

Councilor Devine said in years past, we've had creative suggestions on how people are promoting the increase of the pot. We need to push that as something we are looking to see in the applications. The ballet offered ticket and meal packages. This encouraged people to also eat out.

Ms. Dee Dee Fanning, Grants Coordinator/Community Projects Liaison said we encourage that this be done as part of the entire process. It is asked by the committee during their presentations. The application asks for the amount of food and beverages sold. We can see if attendance and sales are increasing or not.

Mr. John Whitehead, Hospitality Tax Committee Advisory Chair explained that we are seeing a lot from the organizations that count on this money for their operations. It is common to have a patron's table in the event lobby telling people where to eat, helping them make reservations, and passing out surveys. We asked Dee Dee to give Council the committee's procedures and policies so it didn't look like we were making arbitrary decisions. We had 20 new applications this year, but we did not receive an increase in funding. We asked for a percentage increase based on the growth or decrease in revenues each year and that hasn't come in. The City is doing a fine job of meeting the spirit of the legislation in helping arts, historic, and community enrichment organizations grow and develop. This year, we gave seed money to several small organizations that hadn't received that before. If we looked at reserve accounts, we couldn't in good conscience fund the Gamecock Club for police support, but every year that money comes out of hospitality taxes. We try to look at this in every way. Some organizations receive an increase from Council so the next year we give them an increase over our prior year recommendation. We stress that reimbursable expenses are for marketing, security, and talent. In some instances we provide reimbursement for a marketing position. We know how this works. We see these organizations doing the best they can. We attend these events and discuss what we saw as a committee. We review applications and try to make it easier for Council to make decisions.

Mayor Benjamin said the committees do great work. Sometimes Council's priorities change. We have to go back and make sure the accountability, long range, policy and equity issues are addressed.

Ms. Teresa Wilson, City Manager introduced Ms. Pamela Johnson as the City's new Internal Auditor. Ms. Johnson has been with us for two months and she is doing a phenomenal job. She comes from Fort Worth, Texas, but South Carolina is home for her.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 4:09 p.m. to discuss **Items 6** through **9**, as amended to add Steadham Avenue to **Item 8**.

6. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
   - *Capital Edge*
   - *Alvin S. Glenn Detention Center Rate Increase*
   - *Magic Ice USA*
   - *Columbia Canal*
   - *Health Care*

7. Discussion of employment of an employee pursuant to S.C. Code §30-4-70(a)(2)
   - *Municipal Court*

8. Receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim
   - *Brinkman et al. v. City of Columbia, et al.*
   - *Waccamaw Avenue speed bumps*
   - *City of Columbia v. Pallares*

9. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)
   - *Diversified Development*
   - *Jushi*
   - *Spec Building*
   - *1649 Culinary Training Program*

Council ended the Executive Session at 6:15 p.m.

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 19, 2018

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a Council Meeting and Public Hearings on Tuesday, June 19, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:18 p.m. and the following members of Council were present: the Honorable Sam Davis, the Honorable Tameika Isaac Devine, the Honorable Howard E. Duvall, Jr., the Honorable Edward H. McDowell, Jr., and the Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

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

I. Remove **Item 10** *(Agreement for Preliminary Engineering Services for the Gervais Street Bridge Painting Project)* from the Consent Agenda.

II. Amend **Item 13** to read: *Council is asked to approve an Agreement for Park Street Streetscape and Trash Storage Options, as requested by Columbia Water.*

III. Defer consideration of **Item 17** *(Resolution No.: R-2018-048 - Amending Resolution No.: R-2016-025 Authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of Soda City for relocation from the 1400 block of Main Street to the 1600 block of Main Street during the Latin, SC Pride and Jam Room Music Festivals and The Hub move-in dates only).*

IV. Withdraw **Item 25** *(Employee and Retiree Health Care Program).*

V. Add **Item 26** *(Health Care Motion).*

VI. Defer **Item 31** *(Fiscal Year 2018/2019 Accommodations and Hospitality Tax Grant Funding Recommendations).*

VII. Withdraw **Item 32** *(Zoning Map Amendment - 1400 Huger Street, TMS# 09009-11-04),* as requested by the applicant.

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

CONSENT AGENDA

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to approve **Consent Agenda Items 10** through **16** as amended.

10. Council is asked to approve Air Unit Installation Services at the 911 Call Center, as requested by the Support Services Division. Award to Trane, Inc., using the Government Purchasing Alliance Contract in the amount of $136,426.00. This vendor is located in West Columbia, SC. *Funding Source: General Capital Projects – Capital Project Cost – 911 Fresh Air Make Up – Capital Projects Cost; 4039999-658650/CP80301—658650.The original budgeted amount is $136,426.00. - Approved*

11. Council is asked to approve Contract Amendment #1 for On-Call Engineering Services, as requested by Columbia Water. Award to Brown and Caldwell in the amount of $100,000.00. This firm is located in Columbia, SC. *Funding Source: 5516205-638305. The adjusted budget amount is $100,000.00. - Approved*

This is a Clean Water 2020 Program Project. The following sub-consultants will provide additional services:

Chao and Associates, a Minority Business Enterprise of Columbia, SC will provide structural surveying services at 4.5% ($4,500.00) of the contract amendment amount and 3.0% of the new total contract value.

Howard Engineering, a Minority Business Enterprise (Woman) of Marietta, SC will provide electrical Engineering Services at 2.0% ($2,000.00) of the contract amendment amount and 1.4% of the new total contract value.

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12. Council is asked to approve an Agreement for Park Street Streetscape and Trash Storage Options, as requested by Columbia Water. Award to Chao and Associates, Inc., a Minority Business Enterprise in the amount of $110,610.00. This firm is located in Columbia, SC. *Funding Source: 4139999-CP007001-658650. The original budgeted amount is $110,610.00. - Approved*

The following sub-consultants will provide additional services:

Grimball Cotterill & Associates, a Small Business Enterprise of Columbia, SC will provide landscape arch services at 22.6% ($25,000.00) of the contract value.

ETI Engineering, LLC, a Small Business Enterprise of Columbia, SC will provide electrical services at 11.1% ($12,240.00) of the contract value.

GMK Associates, Inc. of Columbia, SC will provide architecture, mechanical, and plumbing services at 9.9% ($11,000.00) of the contract value.

13. Council is asked to ratify three (3) Emergency Procurements for the repair of waterlines throughout the City, as requested by Columbia Water. Award to North American Pipeline Management, Inc., in the amount of $689,125.00. This firm is located in Marietta, GA. *Funding Source: Engineering – SPC Contracts W/S, SW; 5511706-638305 ($188,265.00); Water and Sewer Capital Projects-Capital Projects Costs-1400 Block Calhoun St SS; 5529999-658650-SS749001 ($285,860.00); Water and Sewer Capital Projects-Capital Projects Costs: 5529999-658650-WM432318 ($215,000.00) - The original budgeted amount is of $689,125.00. - Approved*

14. Ordinance No.: 2018-023 - Granting an encroachment to the East Lake Home Owners Association for installation and maintenance of a wooden privacy fence within the right of way of the 100 block of Fountain Lake Way adjacent to properties located at 124 Pine Mast Court, 128 Pine Mast Court, 132 Pine Mast Court, 136 Pine Mast Court, 140 Pine Mast Court, 144 Pine Mast Court, 148 Pine Mast Court, 152 Pine Mast Court, and 156 Pine Mast Court, Richland County TMS#16310-05-70, 16310-05-71, 16310-05-72, 16310-05-73, 16310-05-74, 16310-05-75, 16310-05-76 and 16310-05-77 - *First reading approval was given on June 5, 2018. – Approved on second reading.*

15. Ordinance No.: 2018-028 Granting an encroachment to the City Center Partnership for installation and maintenance of a steel bicycle repair stand within the right of way area of the 1300 block of Main Street adjacent to 1339 Main Street, Richland County TMS #09013-05-02 - *First reading approval was given on June 5, 2018. – Approved on second reading.*

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16. Resolution No.: R-2018-048 - Amending Resolution No.: R-2016-025 Authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of Soda City for relocation from the 1400 block of Main Street to the 1600 block of Main Street during the Latin, SC Pride and Jam Room Music Festivals and The Hub move-in dates only – *Consideration of this item was deferred.*

CONSIDERATION OF BIDS AND AGREEMENTS

17. Council is asked to approve an Agreement for Preliminary Engineering Services for the Gervais Street Bridge Painting Project. Award to Norfolk Southern Railway Company in the amount of $12,000.00. This firm is located in Columbia, SC. - *Funding Source: Council Contingency; 1011101-638597 - Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted five (5) to one (1) to approve an Agreement for Preliminary Engineering Services for the Gervais Street Bridge Painting Project. Award to Norfolk Southern Railway Company in the amount of $12,000.00. This firm is located in Columbia, SC. Voting aye were Mr. Rickenmann, Mr. McDowell, Mr. Duvall, Ms. Devine, and Mayor Benjamin. Mr. Davis voted nay.

PRESENTATIONS

18. June 2018 Employee of the Month - Mr. William "Skip" Holbrook, Columbia Police Chief

Mr. Melron Kelly, Deputy Police Chief introduced Mr. Jeffery Brink, Police Sergeant at the North Region as the June 2018 Employee of the Month. He is a ten year veteran, a dedicated employee, and a frequent participant in many community activities to include driving the ice cream truck. Sergeant Brink is a valued team member and we wanted to thank him publicly.

Mayor Benjamin presented Sergeant Jeffrey Brink with a plaque and City Manager Teresa Wilson presented him with a token of appreciation for being selected as the City of Columbia June 2018 Employee of the Month.

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COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 19, 2018

19. All-America City Finalist Presentation - Ms. Teresa Wilson, City Manager

Ms. Teresa Wilson, City Manager announced that the City of Columbia has been named an All-America City Finalist and we are very excited about the opportunity. This year's theme is promoting equity through inclusive city engagement. On Thursday, June 21, 2018 through Sunday, June 24, 2018, a delegation from the City of Columbia will be traveling to Denver, Colorado to participate in a live presentation. Columbia won the All-America City Award in 1951 and 1964 so it's time to bring it back again. Columbia epitomizes the characteristics of a City that emphasizes civic engagement and we are honored to be recognized.

Mayor Benjamin recognized Mr. Taylor Wright, as the student body president at the University of South Carolina. He is a pre-med superstar who's doing great things on campus. He's looking forward to making sure we have continued dialog.

20. Parks and Recreation Month Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of City Council proclaimed June 2018 as Parks and Recreation Month in the City of Columbia.

21. Introduction of Ms. Charlene Slaughter as the new Director of Communications - Mr. Bill Ellen, President & CEO of Experience Columbia SC

Ms. Kelly Barbrey, Vice President of Sales & Marketing for Experience Columbia SC said we've been marketing Columbia through billboards in Charlotte, Augusta, Greenville, and Charleston. We have 80,000 Facebook fans and 20,000 Instagram fans. We are growing our marketing. We've hosted travel influencers from around the world. Communications and media relations is one area of focus and Charlene has been on board for three months now.

Ms. Charlene Slaughter, Director of Communications for Experience Columbia SC said I am no stranger to this area. My job at Experience Columbia SC centers on telling Columbia's story through earned media. We host national and international travel writers. We take media trips to markets where we aren't well known. We are proud of the growing amount of national coverage we are getting from publications like the *Thrillist*, *National Geographic*, and *Cosmopolitan*. We've garnered headlines like "Columbia: State-of-the-Art Destination "and "The Five Best Most Affordable Places to Travel." The Congaree National Park was deemed the best place in North America to see synchronous flashing fireflies. Our Love, Peace, and Hip Hop Festival was named one of the Nation's top 50 family friendly festivals in the July edition of *Family Circle*. It's an exciting time to represent Columbia in this capacity. We are here as a resource for you all.

BUDGET ORDINANCES - SECOND READING

22. Ordinance No.: 2018-026 - To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2019 - *First reading approval was given on June 5, 2018. – Approved on second reading.*

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to give second reading approval to Ordinance No.: 2018-026 - To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2019.

23. Ordinance No.: 2018-027 - 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 (a) and (b) - *First reading approval was given on June 5, 2018. – Approved on second reading.*

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to give second reading approval to Ordinance No.: 2018-027 - 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 (a) and (b).

24. Ordinance No.: 2018-025 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-5, User fees (a) Definitions, (3); (d) Parks, (3) Ensor Keenan House, (4) Earlewood Community Building and (5) Eau Claire Print Building; (i) Athletics, Fee (4) Swimming; (j) Classes/camps/programs, and to add (l) Event vendor fees - *First reading approval was given on June 5, 2018. – Approved on second reading.*

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to give second reading approval to Ordinance No.: 2018-025 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-5, User fees (a) Definitions, (3); (d) Parks, (3) Ensor Keenan House, (4) Earlewood Community Building and (5) Eau Claire Print Building; (i) Athletics, Fee (4) Swimming; (j) Classes/camps/programs, and to add (l) Event vendor fees.

25. Employee and Retiree Health Care Program - Ms. Pamela Benjamin, Human Resources Director and Chief of Staff - *This item was withdrawn from the agenda.*

26. Health Care Motion

Mayor Benjamin explained that we've adopted a budget and we made it clear that we have to maintain our DDB and we're going to shift to the 80/20 split as well. We have a lot of work to do on plan design. Let's methodically get all of the stakeholders together to work through this. Let's see if there are any other ideas we have not considered. Let's dialog with the president of the Columbia Firefighters Association.

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously maintain the established Defined Dollar Benefit (DDB) contribution for pre and post 65 eligible retirees and their dependents for the 2019 plan year and approve the recommended phased-in premium adjustments for active employees resulting in the City sharing 80% and the active employees sharing 20% of the cost for health care. These changes are effective on January 1, 2019. Future plan design changes and premium adjustments may be necessary in order to maintain the 80/20 cost share.

PUBLIC HEARING

27. Resolution No.: R-2018-054 - In Support of the issuance by the South Carolina Jobs Economic Development Authority of its Education Facilities Refunding Revenue Bonds (Benedict College) in one or more Series, Taxable or Tax-Exempt, in the Principal Amount of Not Exceeding $25,000,000 - *Approved*

Council opened the Public Hearing at 6:47 p.m.

Mr. Ray Jones, Esq., Columbia Office Relationship Partner with Parker Poe Attorney and Counselors at Law explained that Benedict College is refinancing debt. The JEDA statute requires that a resolution in support of the bond issuance be adopted by the locality in which the college is located. The City has no responsibility for the bonds.

Council closed the Public Hearing at 6:49 p.m.

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2018-054 - In Support of the issuance by the South Carolina Jobs Economic Development Authority of its Education Facilities Refunding Revenue Bonds (Benedict College) in one or more Series, Taxable or Tax-Exempt, in the Principal Amount of Not Exceeding $25,000,000. Mayor Benjamin was not present for the vote.

28. Resolution No.: R-2018-057 - Public Input on Closing and Transfer of an unopened portion of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19 – *Approved*

Council opened the Public Hearing at 6:49 p.m.

No one appeared at this time.

Council closed the Public Hearing at 6:50 p.m.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2018-057 - Public Input on Closing and Transfer of an unopened portion of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19. Mayor Benjamin was not present for the vote.

29. Fiscal Year 2018/2019 Annual Action Plan for Community Development - Ms. Gloria Saeed, Director of Community Development

Mr. Tige Watts, Chair of the Citizens Advisory Committee for Community Development provided an overview of the fiscal year 2018/2019 Annual Action Plan, which represents the fourth year of the City's consolidated plan. It represents the City of Columbia's application to the US Department of Housing and Urban Development for its entitlement grants and identifies the proposed programs for projects that will be funded during the City's 2018 fiscal year. There are recommendations on funding from CDBG activities and HOPWA program awards, which were ratified by the Citizens Advisory Committee on March 13, 2018. We have a total of $2,351,323 available in CDBG revenue for project activities. We have $867,617 available in HOME Investment Partnership Program revenue which is dedicated to increasing the availability of and access to affordable housing for low income households. We have $1, 406,384 available in the Housing Opportunities for Persons With Aids (HOPWA) Fund. Citizens had the opportunity to comment during April 12, 2018 to June 20, 2018. The Action Plan along with citizens' comments will be submitted to HUD prior to June 26, 2018.

COLUMBIA CITY COUNCIL MEETING MINUTES
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Council opened the Public Hearing at 6:58 p.m.

No one appeared at this time.

Council closed the Public Hearing at 6:58 p.m.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Davis, Council voted unanimously to authorize staff to proceed with submitting the Fiscal Year 2018/2019 Annual Action Plan for Community Development.

OTHER MATTERS

30. Community Development Block Grant Substantial Amendment 2017 Annual Action Plan - Ms. Gloria Saeed, Director of Community Development

Ms. Gloria Saeed, Director of Community Development said we've had challenges with the current year's action plan in terms of when it was approved and actually funded. Consequently, we are requesting that Council approve a substantial amendment to the fiscal year 2017 Action Plan. That approval includes three items: expanding the current four prioritized redevelopment areas to the citywide area; waving the standardized NOFA process in order for us to meet the deadlines that have been placed on us by HUD; and transferring funding from CDBG Program Income/Revolving Loan Fund to the regular CDBG entitlement fund so those dollars can be used for other activities. We have provided specific information about this substantial amendment outlining where we are moving money from and what we've had to de-obligate from certain projects to new projects in order for us to spend the funds in a timely manner.

Upon a motion made by Mr. Rickenmann and seconded by Mr. McDowell, Council voted unanimously to approve the following Substantial Amendment to the 2017 Community Development Block Grant Annual Action Plan:

I. Expand the (4) Prioritized Redevelopment Areas (Booker Washington Heights, Edisto Court, King/Lyon Street and Farrow Rd./Beltline Blvd. Business Corridor) designated by City Council to Citywide Development Areas.

II. Waive requirement for the City's standardized Notice of Funds Available (NOFA)/Request for Application (RFA) Process to address the City's timeliness non-compliance.

III. Request City Council Approval to transfer **$513,887 ($375,000 + $138,887)** CDBG Program Income (PI)/Revolving Loan Fund (RLF) funding to CDBG entitlement funding for eligible CDBG activities.

31. Fiscal Year 2018/2019 Accommodations and Hospitality Tax Grant Funding Recommendations - Mr. Hal Stevenson, Accommodations Tax Advisory Committee Chair and Mr. John Whitehead, Hospitality Tax Advisory Committee Chair - *Consideration of this item was deferred.*

ZONING / PLANNING MATTERS - FIRST READING

32. ZONING MAP AMENDMENT - 1400 Huger Street, TMS# 09009-11-04 – *First reading consideration was deferred on May 15, 2018 and June 5, 2018. - This request was withdrawn by the applicant.*

Council District: 2

Proposal: Request to rezone the parcel from C-1, -DD to M-1, -DD

Applicant: Brad Wolfe, 908 Group Holdings, LLC

Staff Recommendation: Denial

PC Recommendation: 02/05/2018; Approval (7-2)

ORDINANCES - FIRST READING

33. Ordinance No.: 2018-010 - To ExteNet Systems Inc., its Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places – *Approved on first reading.*

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Upon a motion made by Mr. Rickenmann and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2018-010 - To ExteNet Systems Inc., its Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places.

34. Ordinance No.: 2018-031 - To MCImetro Access Transmission Services Corp., its Successors and Assigns the Right, Power and authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places – *Approved on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to Ordinance No.: 2018-031 - To MCImetro Access Transmission Services Corp., its Successors and Assigns the Right, Power and authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places.

35. Ordinance No.: 2018-029 - Amending Ordinance 2015-034 Granting an encroachment to the University of South Carolina for the use of the right of way areas of the 1100 blocks of Bull Street and Pickens Street and the 1500 blocks of Senate Street and Gervais Street adjacent to the University of South Carolina School of Law, Richland County TMS Nos. 11401-10-01, for installation and maintenance of a driveway along each block, brick pavers, landscaping and irrigation and authorizing removal and construction of new sidewalks along Bull Street and Pickens Street to include revised plans for the addition of a turn lane and changes to landscaping and curbing along Gervais Street – *Approved on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2018-029 - Amending Ordinance 2015-034 Granting an encroachment to the University of South Carolina for the use of the right of way areas of the 1100 blocks of Bull Street and Pickens Street and the 1500 blocks of Senate Street and Gervais Street adjacent to the University of South Carolina School of Law, Richland County TMS Nos. 11401-10-01, for installation and maintenance of a driveway along each block, brick pavers, landscaping and irrigation and authorizing removal and construction of new sidewalks along Bull Street and Pickens Street to include revised plans for the addition of a turn lane and changes to landscaping and curbing along Gervais Street.

36. Ordinance No.: 2018-033 - Granting an encroachment to Jeremy Long for installation and maintenance of a landscaping and a concrete walkway within the right of way area of the 2700 Block of Wilmot Avenue adjacent to 2721 Wilmot Avenue Richland County TMS# 11315-11-19 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2018-033 - Granting an encroachment to Jeremy Long for installation and maintenance of a landscaping and a concrete walkway within the right of way area of the 2700 Block of Wilmot Avenue adjacent to 2721 Wilmot Avenue Richland County TMS# 11315-11-19.

RESOLUTIONS

37. Resolution No.: R-2018-052 - Authorizing the City Manager to execute a Lease between the City of Columbia and TN Development Corporation for the lease of approximately thirteen (13) acres on the N/S of West Beltline Boulevard, Richland County TMS #11610-01-02 and 11605-06-06 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to approve Resolution No.: R-2018-052 - Authorizing the City Manager to execute a Lease between the City of Columbia and TN Development Corporation for the lease of approximately thirteen (13) acres on the N/S of West Beltline Boulevard, Richland County TMS #11610-01-02 and 11605-06-06.

38. Resolution No.: R-2018-055 - Authorizing Acceptance and Dedication of streets known as a portion of Allan's Mill Drive, Beardmore Court, Calabash Lane, Peppercorn Lane and a portion of Sorrel Tree Drive in Allan's Mill Subdivision, Phase 1 to the City of Columbia, Richland County TMS#22608-01-08 (Portion); CF# 296-02 - *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2018-055 - Authorizing Acceptance and Dedication of streets known as a portion of Allan's Mill Drive, Beardmore Court, Calabash Lane, Peppercorn Lane and a portion of Sorrel Tree Drive in Allan's Mill Subdivision, Phase 1 to the City of Columbia, Richland County TMS#22608-01-08 (Portion); CF# 296-02.

39. Resolution No.: R-2018-056 - Authorizing Acceptance and Dedication of portions of streets known as Allan's Mill Drive and Sorrel Tree Drive in Allan's Mill Subdivision, Phase 2 to the City of Columbia, Richland County TMS#22608-01-08 (Portion); CF# 296-02 - *Approved*

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2018-056 - Authorizing Acceptance and Dedication of portions of streets known as Allan's Mill Drive and Sorrel Tree Drive in Allan's Mill Subdivision, Phase 2 to the City of Columbia, Richland County TMS#22608-01-08 (Portion); CF# 296-02.

40. Resolution No.: R-2018-061 - Authorizing the City Manager to Execute a Professional Services Agreement between the City of Columbia and the United Way of the Midlands for the Regional Coordination of Homeless Services in the Midlands for FY 2018-2019 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2018-061 - Authorizing the City Manager to Execute a Professional Services Agreement between the City of Columbia and the United Way of the Midlands for the Regional Coordination of Homeless Services in the Midlands for FY 2018-2019.

41. Resolution No.: R-2018-062 - Authorizing the City Manager to Execute a Professional Services Contract for the Housing First Program between the City of Columbia and the University of South Carolina for Fiscal Year 2018-2019 – *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2018-062 - Authorizing the City Manager to Execute a Professional Services Contract for the Housing First Program between the City of Columbia and the University of South Carolina for Fiscal Year 2018-2019.

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42. Resolution No.: R-2018-065 - Authorizing the City Manager to execute an Agreement between the City of Columbia and The Midlands Housing Alliance, Inc. for 2025 Main Street for Fiscal Year 2018-2019 - *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2018-065 - Authorizing the City Manager to execute an Agreement between the City of Columbia and The Midlands Housing Alliance, Inc. for 2025 Main Street for Fiscal Year 2018-2019.

43. Resolution No.: R-2018-066 - Authorizing the City Manager to execute an Inclement Weather Center Agreement between the City of Columbia and the United Way of the Midlands for the operation of the Inclement Weather Center - *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2018-066 - Authorizing the City Manager to execute an Inclement Weather Center Agreement between the City of Columbia and the United Way of the Midlands for the operation of the Inclement Weather Center.

APPOINTMENTS

44. Council is asked to approve the appointment of two (2) individuals to the Board of Zoning Appeals.

Upon a motion made by Ms. Devine and seconded by Mayor Benjamin, Council voted unanimously to approve the appointment of Ms. Jenna Stevens to the Board of Zoning Appeals for a three year term.

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve the appointment of Mr. George Schafer to the Board of Zoning Appeals for a three year term.

45. Council is asked to approve the appointment of one (1) individual and the re-appointment of two (2) individuals to the Design Development Review Commission.

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to approve the reappointment of Mr. Paul Bouknight and Mr. Tom Savory to the Design Development Review Commission for a second and final three-year term.

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 19, 2018

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were considered at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

No Council Committee reports or referrals were made at this time.

APPEARANCE OF THE PUBLIC

Ms. Sara Schwebel, resident of Wales Garden appeared before the Council in support of installing speed humps on Waccamaw Avenue. I am confused as to why the item is up for discussion again. The street houses AC Moore Elementary School. It is situated between Edisto Avenue and Harden Street. Edisto Avenue has speed bumps and Harden Street has a traffic light. We are seeing an uptick in high speed traffic. A traffic study was conducted and it showed alarming speeds at over 60 mph. There are sidewalks on part of the street. A number of families with small children live on that street and children walk to school. I'm concerned that there is going to be a tragic accident if you don't take definitive action to slow down the speed of traffic. The route of working directly with Council representatives allowed us to move forward.

Mr. Timothy Stewart, resident of Wales Garden appeared before the Council in support of installing speed humps on Waccamaw Avenue. I've lived on this street for 24 years and things have improved over the last ten years thanks to the City, USC and the Wales Garden Neighborhood Association. There is still a real issue with cars going through the neighborhood too fast. The sidewalks are close to the street; there is no greenspace there at all. It is a dangerous situation and lots of cars have been hit in that area.

Ms. Judy Holiday, resident of Wales Garden / Street Representative for Waccamaw Avenue appeared before Council in opposition to installing speed humps. I've lived on Waccamaw Avenue for 32 years and I've been the street representative for 17 years. We had the 2017 meeting of the Wales Garden Neighborhood Association and one lady said she had a traffic report done and another neighbor suggested that we postpone this to allow the residents of Waccamaw Avenue to come to a consensus and then bring it back to the board for consideration. In March 2018, I saw signs announcing the installation of speed bumps. I contacted the City to find out what was going on. No representatives came to the 2018 annual meeting to talk about speed bumps. The matter was placed on City Council's agenda again. There was a petition, but we were completely excluded from this process.

Councilor Devine said Ms. Schwebel never indicated that she represented the neighborhood. Several moms who live on the street contacted me as one of their at-large representatives. She provided the petition and our staff conducted a traffic study. She clearly said that the neighborhood association had not taken a position and that it was on the 2017 agenda, but it wasn't voted on. It was supposed to come back, but it wasn't on the new agenda. Regardless of how we got here, it is important that you all talk. I am concerned that elementary school students are walking and independent of who lives there our City staff has looked at it and said that people speed at 60 mph. She asked David Brewer to share the traffic report with the residents.

Councilor Rickenmann said we supported that [Council] vote. I think it's the right thing to do.

Mr. Frank Adams, resident of Wales Garden said let's diffuse this. We need to look for a win-win. We have time for the neighborhood association to meet. Let's take 30 to 90 days and we can still do this before school starts. We are concerned about children in the street, because the sidewalks are impassable. The sidewalks are covered with dirt, have shrubs growing out of them, and are broken. We have to fix the sidewalks. Mothers shouldn't have their children in the street except to cross. It took us six months to get sidewalks on Edisto. We need time to communicate. We can have a neighborhood meeting to address this.

Mr. Michael Anzelmo, President of the Wales Garden Neighborhood Association said this is a divided issue. I echo Frank's thought. The City initially put together a traffic control plan. I pledge to hold a neighborhood meeting within 30-days. We will invite City staff, look at the traffic study, and come back with a recommendation. Our policies weren't followed nor were the City's policies followed. I reviewed the traffic study and there are incidents of high rates of speed, but the vast majority of them are within 5 mph of the speed limit.

Mayor Benjamin restated for the record that there is no item on the agenda tonight.

Mr. Andrew Greytak, resident of Wales Garden appeared before Council in support of installing speed bumps on Waccamaw Avenue. I was one of the people who collected signatures for the petition. We have considerable representation from owners on the street. My children and I ride our bikes in the street. It's not most cars, but it's the dangerous cars that cause a problem. A speed bump has already been installed in front of my house and it is mild. I appreciate the efforts of the neighborhood association; however, meeting notices aren't comprehensive and they need to be more proactive. We all have the right to speak to our elected officials.

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 19, 2018

Ms. Rachel Edwards, resident of Wales Garden appeared before the Council in support of the installation of speed bumps on Waccamaw Avenue. The speed bump is in front of my house and I love it. I don't let my child play in the street, but you can't predict the movement of toddlers. The speed bump has slowed traffic down significantly.

The members of City Council encouraged the residents of Wales Garden to meet within the next 30-days to discuss the installation of speed humps on Waccamaw Avenue. Staff was asked to share the traffic study with the public. Councilwoman Devine, Councilman Duvall, Robert Anderson, Public Works Director, and Dave Brewer, Traffic Engineer should be invited to the meeting. Comments should be submitted to the City of Columbia through Mr. Robert Anderson. City Manager Teresa Wilson will report the findings to City Council for final consideration.

Ms. Regina Williams, President of the Booker Washington Heights Neighborhood Association said I had the unfortunate opportunity to assist in locating the next of kin for a community resident who was a former educator and a quiet woman who minded her own business. She loved where she lived. This was the fourth suspicious fire in four weeks in the Booker Washington Heights Neighborhood. This last suspicious fire had a death attached to it. Once the fire occurs, the houses are razed and you have the land. We are going to work with Dr. Donaldson on Thursday regarding the historic preservation of the neighborhood. At one time we had our own council and mayor and we want this to remain a part of our history. We'd like to request a lighting study and a camera study along the interior of our neighborhood and along the Farrow Road and Beltline Boulevard corridor. Someone is moving in the darkness of our neighborhood and we need help. Having the houses boarded up would help, as well.

Councilor Devine said the death of Mrs. Willingham is a huge loss to our community and law enforcement along with the Fire Department will be looking into everything surrounding that.

ADJOURNMENT

Upon a motion made by Mr. Davis and seconded by Mr. Rickenmann, Council voted unanimously to adjourn the meeting at 7:51 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 17, 2018

EXECUTIVE SESSION - 5:00 P.M.

The Columbia City Council met in Executive Session on Tuesday, July 17, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 5:25 p.m. and the following members of Council were present: the Honorable Sam Davis, the Honorable Howard E. Duvall, Jr., the Honorable Edward H. McDowell, Jr., and the Honorable Daniel J. Rickenmann. The Honorable Tameika Isaac Devine and the Honorable Moe Baddourah were absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session for the discussion of **Item 1**, subject to withdrawing the discussion of the Columbia Canal and adding the discussion of matters relating to the proposed location or expansion of services to encourage location or expansion of industries or other businesses - Multi County Industrial Parks.

1. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
   - *Health Care*
   - *Columbia Canal*

Council adjourned the Executive Session at 6:18 p.m.

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a Council Meeting and Public Hearings on Tuesday, July 17, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:30 p.m. and the following members of Council were present: the Honorable Sam Davis, the Honorable Howard E. Duvall, Jr., the Honorable Edward H. McDowell, Jr., and the Honorable Daniel J. Rickenmann. The Honorable Tameika Isaac Devine and the Honorable Moe Baddourah were absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 17, 2018

PLEDGE OF ALLEGIANCE

Little Miss Chloe´ and Kelly Thompson accompanied by other youth led the audience in the Pledge of Allegiance.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to adopt the agenda as presented.

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

2. Council is asked to approve the May 15, 2018 City Council Meeting Minutes. - *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve the May 15, 2018 Meeting Minutes.

CONSENT AGENDA ITEMS

Councilor Rickenmann asked to hold **Items 3** and **4**.

Councilor Davis said he is looking for more local participation in high dollar contracts. We want small, minority, and woman owned businesses to get experience by participating as a protégé.

Ms. Teresa Wilson, City Manager said I spend a good bit of time asking those questions. We can't use our programs on flood related projects. We still have the Local Business Preference Program.

DRAFT

Councilor Rickenmann asked the City Manager to have staff pull together all of the information on Crane Creek. I would like to know how much we've spent, how much we've completed, and what's forecasted.

Upon a single motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to approve the **Consent Agenda Items 5** through **32**.

3. Council is asked to approve a Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to the Kyle Michel Law Firm, LLC in an amount not to exceed $72,000.00. This firm is located in Columbia, SC. *Funding Source: 1011103-638300 - The original budgeted amount is $72,000.00. – Consideration of this item was deferred.*

4. Council is asked to approve a Professional Services Agreement for Federal Lobbying Services, as requested by the Office of Governmental Affairs. Award to the CapitalEdge Strategies, Inc. in the amount of $78,750.00 plus reimbursable expenses up to $5,000 for a total amount not to exceed $83,750.00. This firm is located in Washington, DC. *Funding Source: 1011103-638300 - The original budgeted amount is $83,750.00. – Consideration of this item was deferred.*

5. Council is asked to approve a Memorandum of Understanding for Indigent Defense in Municipal Court, as requested by the Legal Department. Award to the Richland County Fifth Circuit Public Defender's Office in the amount of $100,000.00. *Funding Source: 1018404 638522 - The original budgeted amount is $100,000.00. – Approved*

6. Council is asked to approve a Municipal Pole Use Agreement between the City of Columbia and ExteNet Systems, Inc. for the location, placement, attachment, installation, operation, control, and maintenance of equipment in or on municipal facilities for the purposes of operating the network and providing services. – *Approved*

7. Council is asked to approve a Contract Renewal for SmartNet Software Services, as requested by the Information Technology Services Department. Award to NWN Corporation, using SC State Contract in the amount of $68,506.21. This firm is located in Charlotte, NC. *Funding Source: 1011120-638200 Information Technology - Maintenance and Service Contracts - The original budgeted amount is $90,000.00. Approved*

8. Council is asked to approve a Contract Renewal for Oracle Support Services for Fiscal Year 2018/2019, as requested by the Information Technology Services Department. Award to Mythics, Inc., using the SC State Contract in the amount of $161,848.58. This firm is located in Virginia Beach, VA. *Funding Source: 1011120- 638200 Information Technology - Maintenance and Service Contract. The original budgeted amount is $162,000.00. - Approved*

9. Council is asked to approve the Renewal of Workers' Compensation Excess Loss Insurance Coverage, as requested by the Risk Management Division. Award to NY Marine & General Insurance Company in the amount of $152,348.00. This vendor is located in New York, NY. *Funding Source: Workers' Comp. Administration - Insurance and Bonding 6098939-636200 - Approved*

   The policy renews July 1, 2018 and runs until June 30, 2019. Workers' Compensation Excess Loss coverage is statutorily required of all self-insured Workers Compensation carriers. The premium cost is $152,348 for $1,250,000 in retention. This means that the City is responsible for the first $1,250,000 in any single claim. Once a claim reaches $1,250,000, the insurance policy takes over and any further costs are borne by the insurer. NY Marine & General Insurance Company is the incumbent carrier. I recommend purchasing coverage through NY Marine for the amount quoted at the $1,250,000 retention level.

10. Council is asked to approve the Renewal of Insurance Policies for Commercial Property, Computer, Crime, Auto-Parks & Recreation Buses, and Auto-City Manager and Assistant City Managers' vehicles, as requested by the Risk Management Division. Award to Willis of North Carolina in the amount of $311,724.00. - *Funding Source: Premiums and Policies; 6058935 - Approved*

11. Council is asked to approve the second installment of the three-year Microsoft Enterprise Software Services Agreement for August 1, 2018 through July 31, 2019, as requested by the Information Technology Services Department. Award to SHI International, using the SC State Contract in the amount of $634,742.39. This firm is located in Piscataway, VA. *Funding Source: Information Technology-Maintenance and Service Contracts; 1011120-638200. The original budgeted amount is $637,000.00. – Approved*

12. Council is asked to approve the Purchase of Fixed Turning Targets, as requested by the Police Department. Award to Action Target, Inc., using the General Services Administration Contract in the amount of $136,317.60. This firm is located in Provo, UT. *Funding Source: General Capital Projects-Police Gun Range-Machinery and Equipment; 4039999-CP009200-658300. The original budgeted amount is $186,220.00. Approved*

DRAFT

13. Council is asked to approve a Satellite Sewer System Agreement for the Friarsgate Subdivision area, as requested by Columbia Water. Award to Carolina Water Service, Inc. The SSSA allows for CWS to continue to operate and maintain their sewer system and discharge to the City's system for treatment thus allowing them to eliminate their discharge to the Saluda River. – *Approved*

14. Council is asked to approve Water Quality Consulting Services for the Columbia Canal Water Treatment Plant and the Lake Murray Water Treatment Plant for Fiscal Year 2018 / 2019, as requested by Columbia Water. Award to Black & Veatch Corporation in an amount not to exceed $50,000.00. This firm is located in Columbia, SC. *Funding Source: Lake Murray Water Treatment Plant; 5516207-636700 ($25,000.00) and the Columbia Canal Water Treatment Plant; 5516205-636700 ($25,000.00). The original budgeted amount is $50,000.00. - Approved*

Sub-consultant Aquarius Engineering, L.L.C., a Woman Owned Business Enterprise of Pownal, ME will provide water treatment staff training at $5,320.00 (10.6%) of the total contract value.

15. Council is asked to approve Environmental Testing Services for Pre-treatment/Fats, Oils, and Grease (FOG) Aqueous Sample Matrix for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Rogers and Callcott in the amount of $117,105.11 with two (2) year extension as provided for in annual operating budget funding. This firm is located in Columbia, SC. *Funding Source: 5516208-638300 Utilities Metro Wastewater Plant - Special Contracts - The original budgeted amount is $213,000.00. – Approved*

16. Council is asked to approve a Contract for Project SS7335-B; Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Main, as requested by Columbia Water. Award to Davis & Floyd Inc. in the amount of $243,000.00. This firm is located in Columbia, SC. *Funding Source: Utilities Wastewater Maintenance- SPC Contracts– 5516205-SS7335-638305. The original budgeted amount is $243,000.00. - Approved*

DRAFT

17. Council is asked to approve the Purchase of Annual Repair Materials for Wastewater Management, as requested by Columbia Water. Award to the lowest responsible bidders of each lot in the total amount of $222,449.21. *Funding Source: Utilities Wastewater Maintenance-Pipes, Fittings, Hydrants, ETC. 5516205-625700 - The original budgeted amount is $325,000.00. – Approved*

Lots	Vendors / Locations	Amounts
1 and 3	Ferguson Waters (Elgin, SC)	$45,958.94
7	Fortiline, Inc. (Columbia, SC)	$7,485.00
6	Hayes Pipe Supply Inc. (Columbia, SC)	$2,468.80
2,4,5,8 and 9	Core & Main (West Columbia, SC)	$150,058.75
	SC Sales Tax	**$16,477.72**
	Total	**$222,449.21**

18. Council is asked to approve the Purchase of Annual Repair Materials for Water Distribution, as requested by Columbia Water. Award to the lowest responsible bidders of each lot in the total amount of $735,476.27. *Funding Source: Utilities Water Distribution and Maintenance 5516203-625700 - The original budget is $1,125,000.00. – Approved*

Lots	Vendors / Locations	Amounts
3, 16, 19, 25	Ferguson Waters (Elgin, SC)	$29,427.90
11	Fortiline, Inc. (Columbia, SC)	$5,263.50
7, 9, 13, 14, 17, 21, 23	Hayes Pipe Supply Inc. (Columbia, SC)	$164,355.75
1, 2, 4, 5, 6, 8, 10, 12, 15, 18, 20, 22, 24	Core & Main (West Columbia, SC)	$481,949.40
	SC Sales Tax	**$54,479.72**
	Total	**$735,476.27**

19. Council is asked to approve an Agreement for Project SS7454; Broad River Force Main and Gravity Sewer Capacity Improvements, as requested by Columbia Water. Award to Stantec Consulting Services, Inc., in the amount of $254,000.00. This firm is headquartered in Alberta, Canada and this project will be handled by the office located in Charlotte, NC. – *Funding Source: Water & Sewer capital Projects-Broad River Force Main-Capital Project Costs 5529999-SS745401-658650 - The original budgeted amount is $254,000.00. - Approved*

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project.

The mentor for this project will provide technical consulting support for the preliminary engineering of the force main replacement and gravity sewer capacity enhancement at 79.57% ($202,100) of the contract value.

Chao and Associates, a Minority Business Enterprise of Columbia, SC is the Protégé and will provide CADD and preliminary engineering services at 20.43% ($51,900.00) of the contract value.

20. Council is asked to approve an Agreement for Crane Creek 01 Sewer System Evaluation Study and Sewer Rehabilitation Implementation, as requested by Columbia Water. Award to Stantec Consulting Services, Inc., in the amount of $1,295,065.00. This firm is headquartered in Alberta, Canada with a local office in Columbia, SC. *Funding Source: 5529999-SS746301-658650. Water& Sewer Capital Projects-Crane Creek 01 SSES-Capital Project Costs. The original budgeted amount is $860,000.00 and $435,065.00 was transferred from 5529999-SS733801-658650. - Approved*

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project.

The mentor for this project will provide assessment, design, and construction services for the investigation and rehabilitation of the Crane Creek 01 Sub-Basin at 39% ($504,384) of the contract value.

Chao and Associates, a Minority Business Enterprise of Columbia, SC is the Protégé and will provide GIS, CAD, survey, and construction administration services at 31% ($401,475.00) of the contract value.

Sub-consultant Hydrostructures of Cayce, SC will provide sanitary sewer evaluation services at 30% ($389,206.00) of the contract value.

21. Council is asked to approve a Contract for Project SS7389; Crane Creek and Smith Branch Manhole Repair and Mitigation Services, as requested by Columbia Water. Award to Prism Contractors & Engineers, Inc., in the amount of $2,142,363.74. This firm is located in Williamsburg, VA. *Funding Source: CIP Water & Sewer / A 2015 Oct. Flood Recovery Project; 5529999-638400. The original budgeted amount is $2,727,698.00. - Approved*

The following sub-consultants will provide additional services:

Vulcan Materials Company of Piedmont, SC will provide surge stone and rip rap at 1.09% ($21,148.40) of the contract value.

Tindall Precast Concrete of Spartanburg, SC will provide pre-cast materials at 6.70% ($130,572.00) of the contract value.

Madewell Products Corporation of Alpharetta, GA will provide cementitious and epoxy materials at 4.38% ($85,209.20) of the contract value.

Halliday Products Inc. of Orlando, FL will provide watertight hatches at 3.59% ($70,000.00) of the contract value.

22. Ordinance No.: 2018-010 - To ExteNet Systems Inc., its Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places – *First reading approval was given on June 19, 2018. - Approved on second reading.*

23. Ordinance No.: 2018-029 - Amending Ordinance 2015-034 Granting an encroachment to the University of South Carolina for the use of the right of way areas of the 1100 blocks of Bull Street and Pickens Street and the 1500 blocks of Senate Street and Gervais Street adjacent to the University of South Carolina School of Law, Richland County TMS Nos. 11401-10-01, for installation and maintenance of a driveway along each block, brick pavers, landscaping and irrigation and authorizing removal and construction of new sidewalks along Bull Street and Pickens Street to include revised plans for the addition of a turn lane and changes to landscaping and curbing along Gervais Street – *First reading approval was given on June 19, 2018. - Approved on second reading.*

24. Ordinance No.: 2018-031 - To MCImetro Access Transmission Services Corp., its Successors and Assigns the Right, Power and authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places – *First reading approval was given on June 19, 2018. - Approved on second reading.*

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 17, 2018

25. Ordinance No.: 2018-033 - Granting an encroachment to Jeremy Long for installation and maintenance of a landscaping and a concrete walkway within the right of way area of the 2700 Block of Wilmot Avenue adjacent to 2721 Wilmot Avenue Richland County TMS# 11315-11-19 – *First reading approval was given on June 19, 2018. - Approved on second reading.*

26. Resolution No.: R-2018-036 - Authorizing consumption of beer and wine only at the Palmetto Place Palooza Charity Fundraiser on Saturday, September 29, 2018 in the 1600 block of Blanding Street adjacent to the Robert Mills House and Hampton Preston Mansion - *Approved*

27. Resolution No.: R-2018-047 - Authorizing consumption of beer and wine only at the Tunnel to Towers 5K Walk/Run for Injured Military and First Responders in the 1000 block of Lincoln Street between Senate Street and Pendleton Street on Friday, September 14, 2018 - *Approved*

28. Resolution No.: R-2018-048 - Amending Resolution No.: R-2016-025 Authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of Soda City for relocation from the 1300 and 1400 blocks of Main Street to the 1500, 1600 and 1700 blocks of Main Street during the Latin, SC Pride and Jam Room Music festivals and The Hub move-in dates only – *Approved*

29. Resolution No.: R-2018-050 - Authorizing consumption of beer and wine beverages only within the Amphitheater Area of Finlay Park for the Cola City Music Festival on Tuesday, August 21, 2018 - *Approved*

30. Resolution No.: R-2018-051 - Authorizing consumption of beer and wine only at the South Carolina Oyster Festival in the 1600 block of Blanding Street adjacent to the Robert Mills House and Hampton Preston Mansion on Sunday, November 18, 2018 with a rain contingency of November 25, 2018 - *Approved*

31. Resolution No.: R-2018-067 - Authorizing consumption of beer and wine only at the Chili Cook Off in Five Points in the 700 and 800 blocks of Pavilion Avenue and 2100 and 2200 blocks of Greene Street on Saturday, November 3, 2018 - *Approved*

DRAFT

32. Resolution No.: R-2018-080 - Authorizing consumption of beer and wine beverages only at the Palmetto Peanut Boil Fundraiser on September 29, 2018 with a rain contingency date of October 6, 2018 – *Approved*

PRESENTATIONS

33. Recognition of Ms. Mary Roe for Outstanding Service and Encouraging Walking and Biking in the City of Columbia - Ms. Dana Higgins, PE, LEED AP, Director of Engineering

Ms. Dana Higgins, PE, LEED AP, Director of Engineering recognized Ms. Mary Roe for outstanding service and encouraging walking and biking in the City of Columbia. In 2012, Natalie Britt and Mary Roe worked with Mayor Benjamin to form the Bicycle Pedestrian Advisory Committee (BPAC) and since then Mary has been getting things done and bringing encouragement to the walking and biking community. They were instrumental in organizing the Walk Bike Master Plan. Mary serves as the Director of Programs and Development for the Palmetto Conservation Foundation and they've implemented the monthly Handlebar Happy Hour. She's done a lot with the Bike Month activities in May. She was also a big part of Open Streets. I just want to recognize her for all that she has done.

Ms. Mary Roe, Bicycle Pedestrian Advisory Committee Member and Director of Programs and Development for the Palmetto Conservation Foundation thanked everyone in the City of Columbia for their support. It was through Dana's and John Fellow's passion and belief in what BPAC could achieve; it is the City's vision and we cannot do that without partnering together.

Mayor Benjamin said thank you Mary. You've been incredible and it has made a tangible difference to the quality of life here in the Midlands. We will continue making significant investments in connecting the entire community through healthy and safe infrastructure.

ORDINANCES - FIRST READING

34. Ordinance No.: 2018-039 - Granting an encroachment to Jason Chastain and Ximena Chastain for installation and maintenance of landscaping and irrigation within the right of way area of the 1700 block of Bannockburn Drive adjacent to 1707 Bannockburn Drive Richland County TMS #13911-08-10 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2018-039 - Granting an encroachment to Jason Chastain and Ximena Chastain for installation and maintenance of landscaping and irrigation within the right of way area of the 1700 block of Bannockburn Drive adjacent to 1707 Bannockburn Drive Richland County TMS #13911-08-10.

35. Ordinance No.: 2018-041 - Authorizing the City Manager to execute a Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building) – *Approved on first reading.*

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2018-041 - Authorizing the City Manager to execute a Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building).

RESOLUTIONS

36. Resolution No.: R-2018-064 - Authorizing Acceptance and Dedication of street known as Arsenal Hill Court, located in The Courtyard at Arsenal Hill Subdivision to the City of Columbia; Richland County TMS#09010-12-20 (p); CF# 280-25 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2018-064 - Authorizing Acceptance and Dedication of street known as Arsenal Hill Court, located in The Courtyard at Arsenal Hill Subdivision to the City of Columbia; Richland County TMS#09010-12-20 (p); CF# 280-25.

37. Resolution No.: R-2018-071 - Authorizing the City Manager to execute any documents necessary to purchase certain properties affected by the 2015 flood through the Property Acquisition Program – *Approved*

Councilor Duvall asked if these properties have been demolished.

Ms. Melisa Caughman, Budget and Program Management Director said 18 were approved in April, this is two more, and four are pending. Once the closings occur, the properties will be demolished and turned to greenspace.

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2018-071 - Authorizing the City Manager to execute any documents necessary to purchase certain properties affected by the 2015 flood through the Property Acquisition Program.

OTHER MATTERS

38. Council is asked to approve the Installation of four (4) Speed Humps on Waccamaw Avenue, as requested by the Public Works Department. *The Fire Department and Police Department have reviewed and approved the proposed locations. - Approved*

Councilor Duvall said Ms. Devine and I attended the meeting and after discussion, it was almost unanimous to approve the compromise on the location of speed humps.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve the installation of four (4) speed humps on Waccamaw Avenue.

39. Fiscal Year 2018/2019 Hospitality Tax and Accommodations Tax Funding Recommendations - Ms. Dee Dee Fanning, Grants Coordinator/Community Projects Liaison – *Approved as outlined below.*

Mayor Benjamin said we expect there'll be surplus funding that we can appropriate at a later date. My recommendation would be to approve both the Hospitality Tax and Accommodations Tax Advisory Committees' recommendations, look at the surplus, and determine the disposition at a later meeting.

Councilor Duvall said historically, the accommodations tax has been split between Experience Columbia and Lake Murray Country 85/15. The committee did not do that this time, because the request from Lake Murray Country did not reach 15%. I move that we approve the 85/15 split in the amount of $2,075,700 to Experience Columbia and $366,300 to Lake Murray Country.

Mr. Hal Stevenson, Chair of the Accommodations Tax Advisory Committee said Lake Murray Country's request was $325,000. We would've done exactly what Councilman Duvall just said. We have no objection to Howard's motion.

DRAFT

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve the Accommodations Tax Advisory Committee recommendations, subject to reinstating the 85/15 split by allocating $2,075,700 to the Columbia Metropolitan Conventions and Visitors Bureau and $366,300 to the Capital City Lake Murray Country Regional Tourism Board.

Councilor Duvall said the hospitality tax is more complicated. We have a list of the line item agencies that weren't specified in this year's budget; it was just one figure in the budget. Ginger wants us to approve the memo that was sent with one exception: One Columbia is requesting that the $155,000 be reduced to $135,000 and that the $551,500 be increased to $601,500 for eligible hospitality tax expenditures.

Mayor Benjamin explained that the memo outlines the line item requests. One of the changes for the Historic Columbia Foundation recognizes that ColumbiaSC 63 has been completed. The additional $50,000 is for the maintenance of city owned buildings. Where's the other $30,000 coming from?

Councilor Duvall said it would add to the total.

Ms. Ginger "Dee Dee" Fanning, Grants Coordinator/Community Projects Liaison said the committee's recommendations and Council line items were all included on the main spreadsheet.

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to approve the Hospitality Tax funding allocations for line item requests, subject to reducing the allocation to the Historic Columbia Foundation from $155,000 to $135,000 recognizing completion of the African American Heritage Project and increasing the allocation to the Historic Columbia Foundation for Heritage Tours and Programs from $551,500 to $601,500 with the additional $50,000 being appropriated for the maintenance of city-owned buildings that they manage. All Hospitality Tax funding is for eligible expenditures within the State and City grant guidelines.

Councilor Duvall moved to approve the recommendations of the Hospitality Tax Advisory Committee subject to holding allocations for the City Center Partnership, Regional Sports Marketing, USC Gamecock Club, and the State Agricultural and Mechanical Society at the State Fair until Ms. Devine returns next month.

Mayor Benjamin said I support the allocation of additional surplus funds as Council sees fit. I'd rather approve the committee's recommendations and then address the excess. I am going to vote against that motion. I think it would be a huge mistake to defund those organizations. I'm fine with holding USC and the State Fair for another discussion. As we prepare for March Madness coming to Columbia for the first time, I don't want to slow down regional marketing or what we are doing in the City Center. Why don't you hold those two and leave the others alone?

Councilor Duvall recommended funding the City Center Partnership at $100,000, instead of $260,000. The City Center Partnership is participating in a Business Improvement District, which generates $1 million per year in revenue for the CCP. They should not be getting extra funding from the hospitality tax when they are funded by a tax approved by City Council.

Mayor Benjamin said I served on the founding board of the City Center Partnership. It is a self-imposed fee on people who have business interests in the City Center to help do the things that have turned Main Street into what it is.

A motion made by Mr. Duvall and seconded by Mr. Rickenmann to fund the City Center Partnership at $100,000 from the hospitality tax fund instead of $260,000, failed by a vote of two (2) to three (3). Voting aye were Mr. Rickenmann and Mr. Duvall. Voting nay were Mr. McDowell, Mr. Davis, and Mayor Benjamin.

Councilor Rickenmann said we need to have a discussion about some fundamental things.

Councilor Duvall moved to reduce funding for the Regional Sports Marketing to zero. They were in the Hospitality Tax Advisory Committee's recommendations for $80,000. That is an arm of Experience Columbia and they are receiving a $276,700 increase in the accommodations tax fund. That is the largest increase of any funded agency in the City. Regional Sports Marketing has plenty of room to use that increase for marketing.

Mayor Benjamin said post-Confederate Battle Flag this is our first opportunity to host a NCAA tournament. We'll have more eyes on this City than any event short of a super bowl. We need to make sure we are prepared to do it right. I will be voting against this as well.

A motion made by Mr. Duvall to reduce the hospitality tax funding allocation to the Greater Columbia Conventions and Visitors Bureau for the Midlands Regional Sports Council marketing campaign to zero, failed for the lack of a second.

Councilor Duvall moved to reduce funding for the USC Gamecock Club to zero. They are in the hospitality tax for $40,000 for security during football games. Their games at Williams Brice Stadium are money making events. We should not be funding the Alumni Association for security at football games.

Ms. Teresa Wilson, City Manager explained that CPD officers are working out there and those funds are used to offset that effort.

Mayor Benjamin asked Mr. Duvall to hold the last two recommendations for the larger hospitality tax discussion.

Mr. John Whitehead, Chair of the Hospitality Tax Advisory Committee thanked the members of Council for acting quickly, because so many people are counting on this.

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to approve the Hospitality Tax Advisory Committee recommendations with the exception of funding for the USC Gamecock Club and the State Agricultural and Mechanical Society of SC.

There was a consensus of Council to schedule a work session during August or on September 4, 2018 to discuss hospitality tax policies and surplus funding.

Councilor Rickenmann said I don't know how one entertainment district gets less than an entertainment district that doesn't produce the same amount of hospitality taxes. We are paying for services and goods that aren't eligible. We are going to do some fundamental housecleaning. We need to set clear rules and designations going forward. We need to look at inclusion. This is becoming a lifeline for groups and we can't continue that.

Councilor Davis said I'd like to see us provide opportunities for the smaller and disadvantaged groups to get their feet in the door and to grow like others who are using these funds. When we started this, the expectation was that an organization would not make us their lifeline; they would become sustainable or look for other resources. Funds do come from all parts of this city.

Councilor McDowell thanked John Whitehead and the committee members for their work. He said it is to our advantage to have folks look at what we are doing and to make recommendations. It's about educating and preparing folks. As we fund organizations we must sensitize ourselves to those organizations that are small and have the ability to expand themselves and this city.

40. Fiscal Year 2017/2018 Hospitality Tax Carry Forward Requests - Ms. Dee Dee Fanning, Grants Coordinator/Community Projects Liaison – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve the Fiscal Year 2017/2018 Hospitality Tax Carry Forward Requests.

APPOINTMENTS

41. Council is asked to approve the re-appointment / appointment of two (2) individuals to the Columbia Housing Authority Board. – *Consideration of this matter was deferred.*

Councilor Rickenmann noted that representation is needed from District Four on the Columbia Housing Authority Board.

42. Council is asked to approve the re-appointment / appointment of five (5) individuals to the Columbia Tree and Appearance Commission. - *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve the reappointment of Ms. Pressley Hogue for a second two-year term and the appointment of Mr. Chris Goodman, Mr. Bryan Allen, Mr. Charles Pippin, and Ms. Carolyn Duggan to the Columbia Tree and Appearance Commission for two-year terms.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

No City Council Committee reports or referrals were made at this time.

APPEARANCE OF THE PUBLIC

Mayor Benjamin said we had the opportunity to spend some time with Ms. Joy Holman this weekend as she was awarded the Order of the Palmetto by Governor McMaster. It was a moving experience. Double Dutch Forces are still going strong.

Little Miss Chloe´ Thompson appeared before City Council to ask that Martin Luther King, Jr. Park remain open on Sundays. Closing it would be a bad idea, because the world champion Double Dutch Forces Jump Rope Team practice at King Park every Sunday during the school year. Most of the team can't attend practice during the weekdays so we rely on Saturdays and Sundays during the school year to practice. Also, a lot of kids go there to play basketball, enjoy the company of others, to get a snack, or play inside when the weather is cold or stormy. If you

close the park on Sundays, we would lose a Double Dutch practice day and children would have no safe place to play due to the construction on the field. I hope you will take this into consideration and make the decision to keep King Park open on Sundays.

Ms. Teresa Wilson, City Manager told Chloe´ that engagement and voicing your opinion really does matter. We are not closing the park on Sundays all through the year. We looked at our numbers during the summer months and attendance was low. We will make sure we have staff there to work with you even on Sundays during the summer. Mr. Randy Davis will work with them on a specific time for Sundays.

Upon a motion made by Mayor Benjamin and seconded by Mr. McDowell, Council voted unanimously to open Martin Luther King, Jr. Park on Sundays for Chloe´ and all these other beautiful babies and everyone else who signed up to speak.

Dr. Bambi Gaddist sought clarification on the decision in the future. The decision to close the park was vital especially for young people who don't have finances to go elsewhere or they don't have other options for recreation. We hope there would be consideration not to close the park on Sundays during next summer.

Ms. Teresa Wilson, City Manager committed to looking at the attendance again.

Mr. Femi Olulenu said people work in places where they don't get Sunday off. I've lived in that community for 45 years. Keep the place open.

Mayor Benjamin said we share the same experiences and priorities. Ms. Wilson's responsibility is also to make sure our employees are healthy and happy.

Dr. Germon Miller, RICH Program Director said in concert with the Department of Juvenile Justice, this is the new and upcoming RICH Program team. We also have media specialists who recently won national awards. They will introduce themselves to you. All of these young adults are volunteers. On a personal note, I am 65 now.

Mr. Gerard Wright, RICH Program Team said I am moving, but I will still be a part of RICH. I still paint and draw for the program.

DRAFT

Mr. Patrick Rutledge, RICH Program Team said I am a music artist and filmmaker. I earned my bachelor's degree in media arts from the University of South Carolina with an associate's degree in business administration. I am seeking a master's degree in cinematography. My goal is to create a platform for myself and my colleagues to expand, produce, and sustain themselves.

Mr. Terrance Duren, RICH Program Teams said I am an upcoming filmmaker and entrepreneur. I studied digital film and video production at the Art Institute of Charlotte. My personal goal is to create a media hub for Columbia to get u ahead in the media space.

Ms. Nathalie Watson, RICH Program Team said I received my bachelor's degree in media arts from the University of South Carolina. I have an associate's degree in graphic design and I aspire to obtain my master's degree in filming at Howard University. My goal is to develop a platform for young females who are interested in cinematography even though it is a male dominated field.

Mr. Andrew Gajadhar and Ms. Faith Creech, RICH Program Team said we are co-founders of the Carolina Film Network, which is a non-profit organization in Columbia. We are founders of the Picture Media Group Production Company and we recently received accreditation with the Producers Guild of America. Last month, we received several awards at the Rising Star Academy Awards in Philadelphia. We will be filming a documentary on Mama G.

Mayor Benjamin said these young men and women are mentoring other young men and women all across this community; some that others have given up on a long time ago and are helping them reach heights that many of them believed they would've never achieved. Your commitment to community is incredible. The creative class is alive and well.

Ms. Lee Lumpkin, Columbia Classical Ballet Executive Board Chair said we were demolished by the 2015 flood and we were $91,000 in debt. I cannot tell you the difference the funding you provided from surplus made to us. We are so close to being out of debt. Radenko swept the World Ballet Competition in Orlando. We have amazing dancers who are winners in the world and we want to keep them here in Columbia as long as we can. Today, I am asking you to keep us in mind when you look at the surplus. Just know how grateful, appreciative, and proud we are.

Mr. Radenko Pavlovich, Columbia Classical Ballet's Artistic Director said I am proud, because the Columbia Classical Ballet has five gold and silver medals. This makes us one of the few companies in the southeast that has this many medals. Thank you for your help.

DRAFT

Ms. Katie Bolden, Booker Washington Heights resident asked if there are plans in place to restore the houses that have been burned down and is there funding for seniors who need help. Seniors have to determine whether to pay their light bills or medical bills. We need a grocery store in our neighborhood. We would like to know more about that plan that Mr. Davis and Mr. McDowell have referenced. Many seniors and single parents don't have transportation. Please consider getting us a grocery store in the Beltline and Farrow Road neighborhood. I had an unpleasant experience at City Hall with someone who was very disrespectful towards me and I hope that doesn't happen again.

Mayor Benjamin said an arrest has been made. You may recall that we established the PEAR and MAP programs specifically for Booker Washington Heights, but there was significant opposition to participation. No one applied and those funds went to 29203. Also, the neighborhood is one of the target neighborhoods for utilization of CDBG, HOME, and other funds coming through the City from federal funds. A lot is happening on the grocery store front. Mr. McDowell and I have been working directly with others to explore creative approaches to make sure people in the community have access to fresh foods in the interim.

Ms. Andya Davis, Double Dutch Forces asked Council to consider accepting volunteers to help with staffing MLK Park on Sundays. I've been in that park for over 30 years advocating and inspiring youth. The jump rope participants have siblings who participate in other activities during practice. We are going to continue Joy's legacy. I am requesting that ribbons be placed on the Double Dutch Forces signs throughout the City in honor of Joy.

Ms. Shardae Avents, Double Dutch Forces said I was a student athlete who played every sport. I was able to commit to Double Dutch on Sundays. There could be a window of time for the jumpers to practice and I am willing to volunteer. I started jumping double-dutch at the age of three even though I was supposed to be four. Joy taught me things that people pay thousands of dollars to learn; tenacity, teamwork, and interdependency. We have to see everything through and that is something that Joy is doing from her death bed. I hope you hold the Double Dutch Forces near and dear to your heart.

Mayor Benjamin said we recognize that City parks are a cornerstone of communities across the City. I propose that we do a street renaming with the full participation of the neighborhood.

Mr. John Blackmon said I moved to Columbia in 1958 and I've been in the real estate business since 1975. I am concerned with how hard it is for homeowners to maintain their property in certain neighborhoods. I understand preservation and historical properties. I have a hard time understanding why you won't let somebody replace their windows with modern technology.

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 17, 2018

Mayor Benjamin said the Economic Development Subcommittee will be discussing this issue on July 31, 2018.

Upon a motion made by Mr. Davis and seconded by Mr. McDowell, Council voted unanimously to adjourn the meeting at 7:53 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

DRAFT

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Governmental Affairs / Special Projects**

FROM: ***Whanna Bouknight, Administrator***

SUBJECT: **Council is asked to approve a Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to the Kyle Michel Law Firm, LLC in an amount not to exceed $72,000.00. This firm is located in Columbia, SC.**

FINANCIAL IMPACT: **Funding Source:1011103-638300. The original budgeted amount is $72,000.00.**

ORIGINAL BUDGET: **$72,000.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

The Budget for the performance of services described in the Agreement will be seventy-two thousand dollars ($72,000), payable in monthly increments of six thousand dollars ($6,000). Beginning July 1, 2018 - June 30, 2019.

ATTACHMENTS:

- **#a:** 2018_Lobbying Contract - Kyle Michel (PDF)

HISTORY:

07/17/18	**Columbia City Council**	**DEFERRED**

STATE OF SOUTH CAROLINA)
) **CONTRACT FOR PROFESSIONAL SERVICES**
COUNTY OF RICHLAND)

THIS AGREEMENT entered into this _____ day of July, 2018, between The City of Columbia (hereinafter called the "City"), its successors and assigns, and Kyle Michel Law Firm, LLC (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Contractor.

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

1. CONTRACT FOR SERVICES

The City hereby engages the Contractor and the Contractor hereby agrees to perform the services hereafter set forth.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Contractor shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Appendix A, attached hereto. The Contractor has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that Contractor determines is most effective and efficient without any City control over the details of Contractor's performance.

3. METHOD OF PAYMENT

____ A. It is agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum as specified in Appendix B, Budget, attached hereto.

____ B. Payment shall be made for work performed every four weeks and no later than by Thursday of the following week after the fourth week.

4. FINDINGS CONFIDENTIAL

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

5. ACCESS TO RECORDS

The Contractor shall make available for examination 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 this Contract.

6. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

7. AMENDMENTS

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

The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, Appendix A, Scope of Services, Appendix B, Budget or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both parties.

8. ASSIGNABILITY/SUBCONTRACTING

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

The Contractor shall furnish and cause each of its sub-Contractors to furnish all information and reports required hereunder.

9. INDEPENDENT CONTRACTOR

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

10. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this Contract shall become the possession of the City.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor and the City may withhold any payments to the Contractor until such time as the exact amount of damages due to the City from the Contractor is determined.

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

12. INTEREST OF CONTRACTOR

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

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

13. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to insure that applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. 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. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate requirements in all subcontracts for program work.

14. SEVERABILITY

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

15. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

16. PERSONNEL

All of the services required hereunder shall be performed by the Contractor and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

The Contractor represents that Contractor has, or will secure at Contractor's own expense, all personnel required in performing the services under the Contract.

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

WITNESSES AS TO CITY: CITY OF COLUMBIA

_____ BY: _____

_____ TITLE: _____

WITNESSES AS TO CONTRACTOR: CONTRACTOR

_____ BY: _____

_____ TITLE: _____

APPROVED AS TO FORM
Legal Department City of Columbia, SC

Contract for Professional Services
City of Columbia – Kyle Michel Law Firm
Appendix A

Scope of Services

Contractor will work at the direction of the City Manager to develop and implement an annual state government legislative strategy. Contractor will lead legislative monitoring and provide weekly legislative reports on the status of priority legislation during session. Contractor will represent the City at the Statehouse continuously during session, as directed by the City Manager. Contractor will provide a report to City Council at the beginning and end of each legislative session. Finally, Contractor will assist the City Manager and staff in responding to needs involving state government information or action so that the City's state government affairs activities are coordinated and aligned. Specific work items include:

1. Leading the state legislative monitoring process, including reviewing all legislation introduced and identifying legislation that could impact the City;
2. Researching and analyzing identified legislation and bringing such legislation to the City Manager's attention for discussion of how the City would like to address the legislation;
3. Providing legislative strategy and advice to the City Manager on identified priority legislative items;
4. During session, providing the City Manager a weekly written legislative report on the status of all legislation monitored by the City for distribution to City staff;
5. Working with City staff to manage the process for presenting state issues to City Council members and staff, and managing how feedback from Council and staff is received and acted upon;
6. Maintaining a regular presence at the Statehouse during session to communicate with legislators on an ongoing basis the City's positions on priority legislation;
7. Preparing information and advocacy materials for legislators, in coordination with the City Manager and staff, and disseminating such information at the City's direction;
8. Working with the Municipal Association of South Carolina to advance positions of priority to the City at the Statehouse;
9. Providing a pre-session report to City Council on issues expected to be address and proposing City positions for Council members to discuss take action on;
10. Providing a post-session report to City Council that shows accomplishments during session and final disposition of priority City issues;
11. Arranging, and participating in, meetings with City officials and legislators and/or executive branch officials to discuss City issues, as requested;
12. Working with the City Manager and staff to communicate City positions on state issues to other regional governments, as appropriate;
13. Advising the City Manager and staff on media and public relations issues related to state government matters, as requested;

14. Assisting the City Manager in addressing state government matters that need to be addressed at the request of City Council members, City staff, or state government officials;
15. Attending City Council meetings to report on state government issues, as requested.

Contractor will work at the direction of the City Manager. Contractor will conference with the City Manager and staff on a regular basis to report on the status of Contractor's work and to discuss action items for Contractor and the City. Written reports, other than weekly legislative reports during session, will be available upon request.

Contractor will register as a lobbyist with the South Carolina State Ethics Commission ("Ethics Commission") for the City and the City will register as a lobbyist principal for the Contractor. Contractor will manage the registration and reporting process for itself and the City. The City will approve all reports filed by Contractor on its behalf at the Ethics Commission.

Time of Performance

This Agreement covers work performed by Contractor for the City between July 1, 2018 and June 30, 2019.

Contract for Professional Services
City of Columbia – Kyle Michel Law Firm
Appendix B

The Budget for the performance of services described in the Agreement will be seventy-two thousand dollars ($72,000), payable in monthly increments of six thousand dollars ($6,000).

Contractor will pay for Contractor's annual lobbyist registration for the City. Contractor will not invoice the City for out-of-pocket expenses.

List of clients with whom there could be potential conflict with the City of Columbia.

The following clients of Contractor have interests before the City of Columbia. Contractor has discussed with each of these clients that Contractor will not represent their interests before the City, including City instrumentalities.

1. EngenuitySC

2. Historic Columbia Foundation

3. IT-oLogy

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Governmental Affairs / Special Projects**

FROM: ***Whanna Bouknight, Administrator***

SUBJECT: **Council is asked to approve a Professional Services Agreement for Federal Lobbying Services, as requested by the Office of Governmental Affairs. Award to the CapitalEdge Strategies, Inc. in the amount of $78,750.00 plus reimbursable expenses up to $5,000 for a total amount not to exceed $83,750.00. This firm is located in Washington, DC.**

FINANCIAL IMPACT: **Funding Source:1011103-638300. The original budgeted amount is $83,750.00.**

ORIGINAL BUDGET: **$83,750.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

Federal Lobbying Service -The cost of service will be $78,750.00 for twelve months payable in advance in equal monthly installments of $6,526.50 commencing July 1, 2018 or upon City Council approval of this contract, whichever is later. In addition, a maximum of $5,000.00 is allowed for reimbursable expenses incurred.

ATTACHMENTS:

- **#a:** 2018 CapitalEdge Contract (PDF)

HISTORY:

07/17/18	**Columbia City Council**	**DEFERRED**

STATE OF SOUTH CAROLINA) **CONTRACT FOR PROFESSIONAL SERVICES**
COUNTY OF RICHLAND)

THIS AGREEMENT entered into this 1st day of July 2018 between The City of Columbia (hereinafter called the "City") and CapitalEdge Strategies, LLC (hereinafter called the "Professional").

W I T N E S S E T H:

WHEREAS, the City desires to retain the services of the Professional;

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

1. EMPLOYMENT OF PROFESSIONAL

The City hereby engages the Professional and the Professional hereby agrees to perform the services hereafter set forth.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Professional shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Appendix A, attached hereto.

The service of the Professional is to commence as set forth in Appendix A.

3. METHOD OF PAYMENT

A. It is agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum as specified in Appendix A.

B. Payment shall be made as follows: $78,750.00; Payable in monthly installments of $6,562.50.00 thru June 30, 2019, plus reimbursable expenses not to exceed $5,000.00.

C. Final payment will be made as follows: The last payment will be made during the month of June 2019 representing services for that month.

D. Periodic payments and final payment shall be made as prescribed in Appendix A.

4. FINDINGS CONFIDENTIAL

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

5. ACCESS TO RECORDS

The Professional shall make available for examination all of its records with respect to all matters covered by this Contract for the purpose to audit, examine, accept and transcribe from such records, and to make audit of contracts, invoices, materials, payrolls, record of personnel, conditions of employment and other data relating to all matters covered by this Contract to the City of Columbia. All such records shall be maintained on file by the Professional, for a period not to exceed three (3) years after receipt of final payment under this Contract.

6. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be subject or any application for copyright by or on behalf of the Professional.

7. AMENDMENTS

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

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both parties.

8. ASSIGNABILITY/SUBCONTRACTING

The Professional shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Professional shall be as fully responsible to the City for the acts and omission of his sub-professionals, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Professional shall furnish and cause each of its Sub-Professionals to furnish all

information and reports required hereunder and will permit access to its books, records and accounts by the City.

9. INDEPENDENT CONTRACTOR

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The professional shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance.

10. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Professional shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Professional shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Professional of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this contract shall become the possession of the City.

Notwithstanding the above, the Professional shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Professional and the City may withhold any payments to the Professional for the purposes of setoff until such time as the exact amount of damages due to the City from the Professional is determined.

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Professional of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

12. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

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

The Professional shall maintain commercial liability insurance at all times during the

performance of this Contract. Insurance shall be maintained in the aggregate amount of $1 Million Dollars. The City of Columbia shall be named as an additional insured on the insurance policy, and a certificate reflecting same shall be filed with the City Manager's office.

13. INTEREST OF PROFESSIONAL

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

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

14. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Professional shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Professional shall take affirmative action to insure that applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. 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. The Professional shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Professional shall state that it is an Equal Opportunity or Affirmative Action employer and all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Professional will incorporate requirements in all subcontracts for program work.

15. SEVERABILITY

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

16. COMPLIANCE WITH LOCAL LAWS

The Professional shall comply with all applicable laws, ordinances, and codes of the federal, state and local government in performing the work provided under this Contract.

17. PERSONNEL

All of the services required hereunder shall be performed by the Professional and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

The Professional represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

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

WITNESSES AS TO CITY:

_____

_____

CITY OF COLUMBIA

By: _____
Teresa Wilson
Its: City Manager

WITNESSES AS TO PROFESSIONAL:

_____

_____

Federal ID NO.: 27-0248027

CAPITALEDGE STRATEGIES, LLC

By: _____
Ralph Garboushian
Its: Managing Member

APPROVED AS TO FORM
Legal Department City of Columbia, SC

APPENDIX A

AGREEMENT
BETWEEN THE CITY OF COLUMBIA
AND
CAPITALEDGE STRATEGIES, INC.
1212 NEW YORK AVENUE, NW - SUITE 250
WASHINGTON, DC 20005

The Professional, Ralph Garboushian, shall perform the contract activities from July 1, 2018 to June 30, 2019 as outlined below and will be compensated according to the payment schedule below. Total compensation will not exceed $78,750.00 for 12 months plus reimbursable expenses not to exceed $5,000.00. Total contract cost shall not exceed $83,750.00.

Scope of Services

A. Professional will organize and operate a Washington office for the City and will operate as the City's Washington Assistant under the supervision of the City Manager. In this capacity the Professional will undertake the following tasks on an ongoing basis:

1. Operate a unit to act as a Washington Office for the City. Professional will be responsible for obtaining and furnishing requisite staff, office space, utilities, furnishings, and equipment, secretarial services, common-use office supplies and services, and general administrative support;

2. Confer with the City Manager and such other personnel as the City Manager may designate at the times and places mutually agreed to by the City Manager on all organizational planning and program activities which have a bearing on the ability of the City to make the best use of federal aid programs; and act as a Washington Assistant to the City of Columbia;

3. Review federal executive proposals; legislation under consideration, proposed and adopted administrative rules and regulations and other Washington developments for the purpose of advising the City on her initiative of those items which may have a bearing on City policy or programs;

4. Advise and consult on behalf of the City with the White House and the following federal agencies or departments, Commerce, SBA, Treasury, HUD, DOD, Labor, HHS, OMB, DOT, EPA, Interior, Justice, DOE and such other agencies, departments and commissions as may be necessary to the performance of full Washington service to the City Manager and the City. Additionally, the Professional will act as a liaison with the U.S. Conference of Mayors and the National League of Cities, and will furnish legislative and

administrative analyses of issues involving any and all of the above enumerated agencies and departments;

5. Secure and furnish such detailed information as may be available on federal programs in which the City indicates an interest;

B. The City of Columbia and the Professional concur that the following exclusions shall apply to this Agreement. The Professional:

1. Will not represent commercial or industrial establishments of the City in pursuit of federal business;

2. Will not, by virtue of this Agreement, represent other local government agencies in Columbia except those which are instrumentalities or agencies of the City of Columbia;

3. Will not perform any legal, engineering, accounting or other similar professional service;

4. Will not directly or indirectly participate in or intervene in any local political campaign on behalf of or in opposition to any local candidate for public office in the City.

Note: The cost of service will be $78,750.00 for twelve months payable in advance in equal monthly installments of $6,526.50 commencing July 1, 2018 or upon City Council approval of this contract, whichever is later. In addition, a maximum of $5,000.00 is allowed for reimbursable expenses incurred.

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve an Agreement for Economic Development Lead Generation Services, as requested by the Economic Development Department. Award to 310 LTD in the amount of $55,000.00. This firm is located in Richmond, VA.**

REQUISITION NO.: **R191862**

FINANCIAL IMPACT: **Funding Source: Economic Development – Professional Services- 5511301—636600. The original budgeted amount is $55,000.00.**

ORIGINAL BUDGET: **$55,000**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Collaborate and partner with entities**

The above referenced Agreement is to compensate 310 LTD to provide lead generation services for the City's Economic Development recruitment efforts and target mission appointment setting services for the City of Columbia, SC.

Services to be performed will impact all City Council Districts. The Office of the City Attorney has approved the Agreement.

No sub-consultants will perform work on this contract.

ATTACHMENTS:

- **#a:** RFP011-17-18-ECM Economic Development Agreement 2018 (PDF)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFP011-17-18-ECM Economic Development Lead Generation Services.

This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and 310 LTD, (hereinafter referred to as the "Consultant"), to provide lead generation services for the City's Economic Development recruitment efforts and target market mission appointment setting services for the City of Columbia, SC.

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 Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

II. Supplemental or Additional Services

The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

The Consultant must obtain written approval from the City for any supplemental or additional services prior to the work being performed. If the Consultant fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Consultant for services performed.

III. Term of Agreement

The term of the Agreement is the date of the execution of this *Award or a Notice* to Proceed for an initial term of one (1) year, with the option to renew or continue with work for four (4) additional one-year periods at the mutual pleasure of both parties.

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

IV. Schedule for Completion of Services

The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit A, attached hereto.

V. Compensation (See Exhibit A)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Fifty-Five Thousand, Dollars, and No/100 ($55,000.00).

B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations, and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure: See Exhibit B

Failure of the Consultant to follow these invoice requirements will result in the delay of payment of the invoice.

D. Prompt Payment to Subconsultants and Material Suppliers Non-applicable

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction or his/her designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of

appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

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

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

The Consultant must comply with the affirmative action terms and conditions as outlined herein. The Consultant, shall in the performance of the Agreement, make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives.

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	0 %
MBE	0 %
WBE	0 %
LSA	0 %

The Consultant will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievement of these goals is expected during the life of the Agreement, including any extensions thereof.

VI. Mentor-Protégé Program (http://www.columbiasc.net/business-outreach/) Non-applicable

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

VII. Indemnification and Insurance

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

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

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under

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

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

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

Automobile Liability Insurance: Five Hundred Thousand Dollars and No/100 ($500,000.00) combined single limit per accident for bodily injury and property damage.

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

C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

VIII. Permits and Licenses

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

shall be responsible for any costs relating to same.

B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

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

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

IX. Duties Upon Termination

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

X. Interest of Consultant

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

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

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 Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

C. Force Majeure;

D. The City, at its sole option and discretion, has the right to terminate this Agreement 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 Consultant 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 Consultant 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 Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

XII. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this 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: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, 1800 Main Street, 2nd Floor, Columbia, South Carolina 29201.

B. Written notice to the Consultant shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: 310 LTD, 4905 Dickens Road, Richmond, VA 23230.

XIV. Consent Decree Non-Applicable

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United Stated District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

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

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

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

E. The Consultant shall perform the services pursuant to this Agreement using sound engineering practices as set forth in Paragraph 9 of 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 Consultant.

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

C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

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

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

F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Consultant .

G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this 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. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

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

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

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

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

K. In carrying out services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not

make them available to any individual or organization without the prior written approval of the City.

N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	Date:_____
Witness	**Teresa Wilson, City Manager**	

310 LTD, Consultant

Debbie W Hurtz		Date: 8·1·18
Print: Name/Title	**Signature**	

Recommended by:

Ryan Coleman, Director of Economic Development

Jeffrey Palen, Assistant City Manager

Sandra A. Wright, CPPB, Purchasing Agent/
Director of Procurement and Contracts

T:Drive/310LTD.2019.LeadGeneration. ECM

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Exhibit A

310 Ltd

FINANCIALS AND COST PROPOSAL

Financial Stability	Separate Submission
Cost Proposal	Separate Submission

Exhibit A

Fee for Monthly Delivery of Industry Calls

Target Lead Generation: The scope of work includes research, outreach and appointment setting with industry leaders within specific target sectors across North America delivered as hosted conference calls. The total meetings outlined in the RFP are 10 or more and each is expected to have a 24 month planning /siting criteria.

Lead Generation Forecasted Goal for this tactic: This tactic is advised as an 11- month production term that will be billed in 10 retainer installments. Connected prospects/ units that occur within the term of the engagement will be billed at the end of the month in which the meeting is completed. The production cycle is based upon likely success during the holiday months especially December which is often unproductive. The production cycle of 310Ltd's proposal is aimed at setting accurate expectations for the City. Within this production cycle and based upon the stated requirement that meetings must have a 24-month turn time for the plan, we realistically forecast 8 qualified meetings will occur during the contract.

We understand the RFP prefers a quantity of 10 meetings or more. We can ensure the City that 310Ltd will strive to produce the RFP-requested quantity of qualified deliverables. We can ensure our fee structure will only charge for what occurs and is deemed acceptable. This submission is not a flat fee proposal but is a production based fee structure. Our forecast does not limit achieving the RFP stated goal preference of the City.

310Ltd's fee for service will bill only for meetings that occur and are rated by the City as acceptable. In the event less than the forecast is achieved, the fee for service will be adjusted for the deficit. If more than the forecasted number is achieved during the term the fee for service will increase accordingly unless a cap not to exceed is placed on this tactic.

Lead Generation Billing Schedule: The fee will be billed as a 10-month retainer plus unit deliverable for any meeting that occurs and is qualified in any given month. The fee is all-inclusive of research, data management, call outreach and lead profiling plus hosting the conference call and linking the prospect with the Client. Each prospect meeting connection carries a unit cost of $1,900. For a program of 8 prospect meetings this tactic will bill a total fee of $15,200 – again this total is based upon all meetings occurring and the post-meeting debrief indicating the meeting is satisfactory to the Client.

For each month of the contract term, the billing schedule will send two separate invoices as follows:

- Invoice ONE 10-month, monthly retainer –$ 1,000 USD.

- Invoice TWO Unit fee – $900 billed at the end of each month in which the appointments occur and are deemed "qualified" by the client. For example, if two meetings occur in a month, then the end of month invoice for units would total $1,800

In the event 310Ltd does not achieve the forecasted goal by the end of the contract, the total fee will reflect the deficit. Conversely, if 310Ltd over-achieves the forecasted goal and produces more meetings, the total fee for service will increase incrementally by the total units achieved – unless a CAP [not to exceed] is placed on the contract.

Lead Generation Hypothetical: In the event 10 qualified calls occur and are accepted by the client within the term of the contract, then the total fee will be $19,000 and the retainer will be billed in 10 equal monthly installments of $1,000 and only the number of units to be billed will escalate.

Breakdown of Monthly Retainer Tasks:

Included in the monthly fee are the following deliverables and tasks:

- Desk research
- Data compilation and delivery for client review
- Data programming
- All dedicated line and long distance charges
- Daily outbound calling to companies
- CRM notations of call outcomes
- Project management and client statusing
- Post campaign support

Fee for Domestic Mission Trips

Marketing Missions: The scope of work includes research, outreach and appointment setting within two selected geographies in the US. The location will be dictated by the sector focus for each planned trip. A total of 12 meetings are requested. Up to 4 trips may occur within the term of the engagement and the additional two trips will be scheduled upon demand. Should additional trips and locations be added to the City's schedule within the one year term the fee for service will not deviate and can be easily accommodated with 8-week advance notification of travel dates.

Trips Forecasted Goal for this tactic: 310Ltd finds the RFP goal of deliverables for trips to be achievable. Over a two trip project this tactic forecasts a deliverable of 6 qualified meetings per trip or a total of 12 accepted meetings within the term of the one year engagement. Up to 4 trips may be planned and 310Ltd pricing model easily accommodates such additions. We do not charge a flat fee, but our fee schedule is based on appointments that actually occur per trip that is scheduled. This model allows for easily adding trips and their corresponding deliverables.

Trips Billing Schedule: The unit cost for research, data management, call outreach, meeting profile reports and trip planning carries a unit cost of $1,500 per delivered and

connected meeting. A forecast of 6 meetings per trip would equal a total of $9,000 per trip or $18,000 for two trips within the term of the engagement.

Each trip will be invoiced in two installments as follows:

- Invoice ONE Assumes a schedule of 6 meetings and 50% payment of $4,500 and is due to launch the data research for trip one
- Invoice TWO: The fee will equal the final total of deliverables for a single trip with an assumed goal of 6. If this goal is met the final invoice will equal the balance of $4,500. This invoice will be delivered when the last meeting of the 6 has occurred and a post-trip debrief has been conducted.

In the event 310Ltd does not achieve the forecasted goal, the second invoice fee will be reduced by the number of meeting units in deficit. The deficit may be reduced with the production of subsequent trips. The goal is to not pad meetings on a schedule to force a trip meeting goal.

Conversely, if 310Ltd over-achieves the forecasted goal and produces more meetings for the trip, then the final invoice will increase incrementally by the total units achieved.

Trips Hypothetical: In the event 4 trips are scheduled in the contract term and provided all meetings occur and are accepted by the client – the total number of meetings within the term of the contract will be 24. The total fee will be $36,000 and each trip will be billed as described above in the "billing schedule."

Summary: All Inclusive Fee for All Services

No hidden costs. 310Ltd's fee for service is all inclusive of the following tasks, services and project expenses:

- Provide Data research, acquisition and compilations for all outreach
- Provide dedicated inbound line with toll free number operating under the Client identity
- Include long distance charges for both domestic and international calling
- Provide dedicated voicemail for after-hours messages under the Client identity
- Provide customized email and outlook messaging communications preserving the Client identity
- Provide consulting time and facilitation of orientation meeting to launch service; an on-location or web meeting format as preferred by client. Service fee includes consulting time and does not include lodging and out-of-pocket travel expenses that associated with an on-location meeting service. Travel expenses will be billed additionally at the completion of travel.
- Provide 310Ltd custom CRM for 310Ltd management of all lists
- Identify schedule and ensure a connection with an Executive level prospect for all meetings

- Manage all executive meeting confirmations via email
- Specific to on-location meetings, a master schedule will be provided for the dates of travel
- Specific to on-location meetings, on the road support is provided for appointment changes and moves during the dates of travel
- Provide secure web portal for on-line project progress viewing
- Payroll, and taxes and operational overhead and benefits for 310Ltd employees directly involved in the project are not additional to the fees charged
- 310 Ltd maintains all business liability and worker's comp insurance coverage. Business taxes licenses including standard liability coverages are not charged additionally. Requested non-standard coverages may carry a small additional upcharge.

Summary: Fees by Service Type

Service Type	Schedule	Unit Fee	Proposed Totals	Possible Totals
	Retainer billed monthly for 10 months + Units		$15,200 (8 mtgs)	$ 19,000 (10 mtgs)
Target industry meetings	as meetings completed	$ 1,900		
Marketing trip meetings	Billed per trip	$ 1,500	$18,000 (12 mtgs)	$ 36,000 (24 mtgs)

Units are billed for meetings that occur and are client approved. Fee for service is accurate for 60 days from the date of this document.

Invoicing Procedure: Exhibit B

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to ***approved*** travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Community Development**

FROM: ***Gloria Saeed, Director***

SUBJECT: **Council is asked to approve a Professional Services Agreement between the City of Columbia and Fast Forward for Fiscal Year 2018/2019 in an amount not to exceed $100,000.00. This firm is located in Columbia, SC.**

FINANCIAL IMPACT: **Funding Source: Community Development;1014320-636600 and 5518415-636600. The original budgeted amount is $100,000.00.**

ORIGINAL BUDGET: **$100,000**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Collaborate and partner with entities**

ATTACHMENTS:

- **#a:** 2018 - Contract for Professional Services - Fast Forward - 18001598 (PDF)

STATE OF SOUTH CAROLINA)
) **CONTRACT FOR PROFESSIONAL SERVICES**
COUNTY OF RICHLAND)

THIS AGREEMENT entered into this _1st___ day of _July_____, 2018 between The City of Columbia (hereinafter called the "City"), its successors and assigns, and Fast Forward (FF) (hereinafter called FF").

W I T N E S S E T H:

WHEREAS, the City desires to retain the services of the Professional.

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

1. EMPLOYMENT OF PROFESSIONAL

The City hereby engages the professional service of FF and FF hereby agrees to perform the services hereafter set forth.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Professional shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in this contract.

A. Populations

1. Veterans
2. Seniors
3. Youth
4. Adult Special Needs
5. Adults

B. Services

1. Classes and Online Classes
   a. General Computer
   b. Keyboarding
   c. Job skills

2. Employment related services for residents of the City of Columbia who, as defined by the US Department of Housing and Urban Development and meet Low to Moderate income requirements "Low" (≤50%) of the Area Median Income (AMI) "Moderate" (≤80%) AMI and those presumed to be LMI—to include Abused Children, Elderly Persons, Battered Spouses, Homeless Persons, Severely Disabled Adults, Illiterate Adults, Persons Living with AIDS, and Migrant Farm Workers)
   a. Computer based skills training
   b. Development of resumes, electronic portfolios
   c. Job preparation services

3. Youth
   a. Technology classes
   b. WIN Accounts to prepare for assessments (WorkKeys or WIN)
   c. WIN Atlas accounts
   d. Development of out of school time programs for youth

4. Adult Special Needs
   a. Provide programs for adults with special needs

5. Assist Community Development as needed with outreach to address concerns of the most vulnerable residents of the City of Columbia.

6. Upon request develop outreach materials for Community Development including but not limited to surveys.
   a. Reporting - FF will provide COC with the following quarterly reports showing numbers of students, classes, development of programs for each group.

C. Agreement

It is understood that circumstances arising during the project may require the activities described above to be replaced with other activities of an equivalent value. Such changes will be based on the mutual understanding of both parties, which may be recorded as an addendum to this statement of work or as a letter from one party to the other. The term of this Statement of Work is July 1, 2018 – June 30, 2019; reviewed annually for changes by April 30. This Statement can be renewed. Dee Albritton, Executive Director of Fast Forward will be the contact for the City of Columbia.

3. METHOD OF PAYMENT

It is agreed that in no event will the total compensation to be paid hereunder exceed the (Initial) maximum sum of $100,000.00 per year. Payments will be made quarterly, beginning July 1, 2018 and running through June 30, 2019.

A. Terms

The client will:

i. Participate as requested in activities. This includes calling meetings and providing information requested by FF.

ii. Provide a fee of $100,000.00 per year to FF. Additional fees may be accrued if negotiated by the parties. Subsequent year's payments will be negotiated annually based on any changes in the Statement of Work. Payments will be made quarterly, beginning July 1, 2018 and running through June 30, 2019.

Either party may terminate this arrangement with 30 days' written notice. If it is terminated, FF will present COC with a statement of account showing all fees paid to that time and itemizing work performed. If work performed exceeds fees paid to date, COC will pay FF for such work at a mutually adjusted price.

4. FINDINGS CONFIDENTIAL

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

5. ACCESS TO RECORDS

The Professional shall make available for examination 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 this Contract.

6. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Professional.

7. AMENDMENTS

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

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both parties.

8. ASSIGNABILITY/SUBCONTRACTING

The Professional shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Professional shall be as fully responsible to the City for the acts and omission of its sub-professionals, as it is for the acts and omissions of persons directly employed by him.

The Professional shall furnish and cause each of its Sub-Professionals to furnish all information and reports required hereunder.

9. INDEPENDENT CONTRACTOR

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The professional shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance.

10. TERMINATION FOR CONVENIENCE OF THE PARTIES

The Parties may terminate this Contract at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

11. INTEREST OF PROFESSIONAL

The Professional covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract or which is averse to the interests of the City of Columbia. The Professional further covenants that in the performance of this Contract no person having such interest shall be employed.

The Professional agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Professional has provided a list of all of its clients with whom there may be

potential conflicts with the City. This list shall be supplemented throughout the duration of this contract.

12. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. 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. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor will incorporate requirements in all subcontracts for program work.

13. SEVERABILITY

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

14. COMPLIANCE WITH LOCAL LAWS

The Professional shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

15. PERSONNEL

All of the services required hereunder shall be performed by the Professional and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services.

The Professional represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

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

WITNESSES AS TO CITY:

_____

_____

CITY OF COLUMBIA

BY: _____
Teresa Wilson
ITS: City Manager

WITNESSES AS TO PROFESSIONAL:
(Type or Print Name of Professional)

_____

_____

Fast Forward

BY: _____
Dee Albritton
ITS: Executive Director

Federal ID NO.: 54-2158648

APPROVED AS TO FORM
Legal Department City of Columbia, SC

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve the Purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2018/2019, as requested by the Fire Department. Award to Motorola, Inc., using the SC State Contract in the amount of $129,600.00. This vendor is located in Blythewood, SC.**

REQUISITION NO.: **R191378**

FINANCIAL IMPACT: **Funding Source: Fire Suppression-Maintenance & Service Contract 1012303-638200. The original budgeted amount is $129,600.00.**

ORIGINAL BUDGET: **$129,600.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

The Fire Department has requested the purchase of Palmetto 800 MHz Radio Airtime for the Fiscal Year 2018/2019.

We respectfully request City Council's approval for this purchase using the SC State Contract #4400013556, vendor Motorola Inc., at the following not to exceed cost.

Palmetto 800MHZ Airtime $129,600.00

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

ATTACHMENTS:

- **#a:** Motorola State Contract (PDF)

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Division of Technology

Palmetto 800 MHz System User Fees

Vendor Information – Motorola Solutions, Inc.

Motorola Solutions, Inc.
217 Cartgate Circle
Blythewood, SC 29016
Vendor Number: 7000007297
Contract Number: 4400013556
Contract Period: July 1, 2016 – June 30, 2023

Motorola State Contract Note

The State Contract is with Motorola Solutions, Inc. All P.O.s must be issued to Motorola Solutions, Inc. to be considered a State Contract purchase. P.O.s issued to Motorola franchise shops (MSS's) are not considered purchases under the South Carolina State Contract. For questions, contact one of the individuals listed below.

MOTOROLA SOLUTIONS, INC. CONTACT	PHONE NUMBER	E-MAIL
Jeff Francis	803-600-2208 803-829-8079 (Fax)	jeff.francis@motorolasolutions.com (mailto:jeff.francis@motorolasolutions.com)
Jim Weih	803-407-5600 800-353-0101 803-749-8149 (Fax)	Jim.Weih@motorolasolutions.com (mailto:Jim.Weih@motorolasolutions.com)

DTO CONTRACT ADMINISTRATORS	PHONE NUMBER	E-MAIL
George Crouch	803-896-0367	George.Crouch@admin.sc.gov (mailto:George.Crouch@admin.sc.gov)

Rates/Pricing

User Fees (/technology/technology-operations/palmetto-800/exhibit-d)

Technology Operations (/technology/technology-operations)

About Technology Operations (/technology/technology-operations/about-technology-operations)

Palmetto 800 Radio System (/technology/technology-operations/palmetto-800)

System Operations, Policies and User Cost (/technology/technology-operations/palmetto-800/system-operations-policies-and-user-cost)

Conventional Mutual Aid 800 MHz Repeater Plan (/technology/technology-operations/palmetto-800/conventional-mutual-aid-800-mhz-repeater-plan)

SC Mutual Aid Talkgroups and Channels (/technology/technology-operations/palmetto-800/mutual-aid-talkgroups-and-channels)

Palmetto 800 MHz System User Fees (/technology/technology-operations/palmetto-800/system-user-fees)
System Administration (/technology/technology-operations/palmetto-800/system-administration)
Palmetto 800 System Users (/technology/technology-operations/palmetto-800/system-users)
Coverage Maps (/technology/technology-operations/palmetto-800/coverage-maps)
Palmetto 800 Radio System Contact Information (/technology/technology-operations/palmetto-800/contact-information)
Palmetto 800 Advisory Committee (/technology/technology-operations/palmetto-800/advisory-committee)
Communications Equipment Cache (/technology/technology-operations/palmetto-800/communications-equipment-cache)
Training Opportunities (/technology/technology-operations/palmetto-800/training-opportunities)
National Mutual Aid Frequencies (/technology/technology-operations/palmetto-800/mutual-aid-frequencies)
Emergency Operations and Notifications (/technology/technology-operations/palmetto-800/emergency-operations)
Missing and Stolen Equipment (/technology/technology-operations/palmetto-800/missing-and-stolen-equipment)
Useful Links (/technology/technology-operations/palmetto-800/useful-links)

IT Forums (/technology/technology-operations/it-forums)
State IT Plans (/node/1290)
Forms (/technology/technology-operations/forms)
Contact Us (/technology/technology-operations/contact-us)

About the Division of Technology (/technology/about)
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Enterprise Privacy (/technology/enterprise-privacy)
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Division of Technology

Palmetto 800 User Fees - Exhibit D

Exhibit D

Cost To Be Contributed For Basic Dispatch Service

Monthly Dispatch Rate

SITES	TOTAL
1	$14.00
2	$19.00
3	$26.50
4	$36.00
5	$41.75
6	$47.50
7	$52.25
8	$57.00
9	$61.75
10	$62.50
Systemwide	$62.50

Systemwide Dispatch All Sites (Cap) - $62.50

Large User Dispatch Rate Discounts
250 to 499 -- 2½% Discount
500 to 999 -- 5% Discount
Over 1,000 -- 10% Discount

Note:
Prices do not include sales tax or other applicable fees
Discounts do not apply to the $62.50 rate
See User Discounts for applicable discounts

Simulcast System Sub-Cells
Primary site coverage at regular pricing, plus $3.00 for additional site in the simulcast sub-cell.

EXHIBIT D
Monthly Fees for System Features

FEATURES AND OPTIONS	FEE
Private Call Initiation Private Call (limited to supervisory personnel only) ** All users of a user account paying for the private call feature will be provided access to receive private calls **	$7.00
MCC7100 Mobile Console Package Fees will be based on the package of services, features, and length of services	
Interconnect Usage[1]	Pass Through
DID (Direct Inward Dialing) Incoming Calls[2]	$5.50
Digital Radio Service (in available areas)	N/C
Digital Encryption (available in digital areas)	$5.00
Detailed Billing Per Subscriber per unit (Not to exceed $50.00 per account)	$3.50
Roaming per minute	$0.45
Raven/Ric switches additional cost above monthly unit rates	$0.15
120 minutes included in unit rate, additional minutes $0.15 per minute. Maximum additional charge $50.00 per month per switch.	
** Raven/Ric switches utilized during system transition as determined by Motorola, Users Advisory Committee and the User will not incur a per minute charge.	
** All interconnected radio systems must be equipped with tone or digital squelch. **	

FEATURES-PER-ACCOUNT	FEE
Additional Talk Groups Per Group[3] (one time fee)	$60.00
Optional Plan (per month fee for additional talk groups)	$2.00
Wireline Console Connections[4] - Per Central Electronics Bank	$250.00
Wireline Console Connections[4] - Per Ambassador Card Link (if required)	$50.00

ACTIVATION/CONFIGURATION (ONE TIME) FEES [3]	ONE-TIME FEE
Dispatch Only	$10.00
Telephone Interconnect	$50.00

Digital/Encryption System Programming	$10.00
Private Call/DID	$25.00
Reconfigure Dispatch Options (decrease authorized sites)	$25.00

Notes:

1. Pass Through is a charge allowed by the FCC to recover the cost of providing interconnect. It is calculated quarterly and divided among the users with interconnect.
2. Requires interconnect option, utilizes interconnect airtime.
3. One (1) talkgroup is provided for each twenty-five (25) radios of an account at no charge. Additional talkgroups are $2.00 per month or $60.00 one time fee.
4. Users are responsible for wireline cost between the customer's site and the zone controller.
5. If multiple features are added or activated at the same time only the largest activation fee applies.

FEES FOR FEDERAL AGENCY MUTUAL AID AND INTEROPERABILITY ACCESS ONLY

FEDERAL AGENCY MUTUAL AID AND INTEROPERABILITY ACCESS ONLY	ANNUAL FEE
1 to 5 Radio IDs	$100
6 to 25 Radio IDs	$500
26 to 50 Radio IDs	$1,000
51 to 75 Radio IDs	$1,500
76 to 100 Radio IDs	$2,000
Annual fee paid in advance lump sum payment [1]	

The Federal Agency Mutual Aid and Interoperability option offers limited restricted system access only. The Federal Agency must maintain its own separate radio communications system for its daily operations. Abuse and excessive use of airtime will be reported to the Advisory Committee for action.

Federal Agency Mutual Aid and Interoperability System Access Includes:

- Mutual Aid Talkgroups (Must use Advisory Committee talkgroup identifiers in radios)
- Regional Talkgroups (Must use Advisory Committee talkgroup identifiers in radios)
- Law Enforcement Common Talkgroups (LE Common)
- (Only certified Law Enforcement officers may have access to LE Common Talkgroups)
- (Must use Advisory Committee talkgroup identifiers in radios)
- Conventional Mutual Aid Repeaters
- Agency Talkgroups with written agency approval

Federal Mutual Aid and Interoperability System Access Does Not Include:

- Individual Talkgroups for the Mutual Aid and Interoperability users
- Private Call
- Telephone Interconnect

The Federal Agency Mutual Aid and Interoperability Access Plan is not available to Federal Agencies who are paying standard user fees or have been issued talkgroups on the Wide-Area Network.

Notes:

1. Fee does not include applicable taxes

EXHIBIT D

Mobile Data Service

Mobile Data Fees

- $100.00 One time Activation Fee.
- $30.00 – Per month per mobile data terminal device for users not on the Palmetto 800 voice network.
- $25.00 – Per month per mobile data terminal device for Palmetto 800 voice system users.

15% discount ($21.25 per month) for all state government users.

20% discount ($20.00 per month) for all voice network user agencies that pay a fleetwide statewide rate.
40% discount ($15.00 per month) for all voice network user agencies that pay a fleetwide statewide rate for 2 voice radios in one vehicle (mobile & portable.

Quantity Discounts
250 - 499 Data Units 2-1/2%
500 - 999 Data Units 5%
Over 1000 Data Units 10%

*** (Users are eligible for only one discount, whichever is greater, quantity, state or fleetwide)**

Field Based Reporting (FBR) (Standard Reports Package in addition to Mobile Data Fees)

$25.00 One time Activation Fee for FBR.
$10.00 Per month FBR fee per mobile data terminal device.

EXHIBIT D
Project - 25 Digital

Cost To Be Contributed For Basic Dispatch Service

MONTHLY DISPATCH RATE

SITES	TOTAL
1	$16.10
2	$21.85
3	$30.48
4	$41.40
5	$48.01
6	$54.63
7	$60.09
8	$65.55
9	$71.01
10	$71.88
System Wide	$71.88

Large User Dispatch Rate Discounts
250 to 499 -- 2-1/2% Discount
500 to 999 -- 5% Discount
Over 1000 -- 10% Discount

Note: Prices do not include sales tax or other applicable fees.
Discounts do not apply to the $71.88 rate.

Simulcast System Sub-Cells - Primary site coverage at regular pricing, plus $3.00 for additional site in the simulcast sub-cell.

EXHIBIT D
Monthly Fees For System Features

Unit Features

Private Call Initiation
Private Call (limited to supervisory personnel only) $ 7.00
**All users of a user account paying for the private call feature
will be provided access to receive private calls.
Detailed Billing Per Subscriber per unit $ 3.50
Not to exceed $50.00 per account

Roaming per minute $ 0.45
Two-Way Gateway/RIC switches additional cost monthly per switch. $ 500.00
** Gateway/RIC switches utilized during system transition as approved by Motorola and the User Advisory Committee.

Features Per Account

Additional talk groups fee per month - $50.00

Wireline Console Connections
Per Central Electronics Bank $250.00
Per Ambassador Card Link (if required) $50.00

Activation & Configuration (One Time) Fees

Dispatch Only per unit $10.00
Private Call per unit $25.00
Dispatch Configuration/Account Changes per unit $10.00
Customer Requested Templates (per template) $150.00

Notes:

One (1) talkgroup is provided for each twenty-five (25) radios in an account at no charge. Additional approved talkgroup fee will be $50 per month.
Users are responsible for wireline cost between the customer's site and the zone controller.
If multiple per unit features are added or activated at the same time only the largest activation fee applies.

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We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve the Purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2018/2019, as requested by the Police Department. Award to Motorola, Inc., using the SC State Contract in an amount not to exceed $295,350.00. This vendor is located in Blythewood, SC.**

REQUISITION NO.: **R191172**

FINANCIAL IMPACT: **Funding Source: Police Department - Other Lease/Rental;1012402 -636500. The original budgeted amount is $295,350.00.**

ORIGINAL BUDGET: **$295,350.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

The Police Department has requested the purchase of Palmetto 800 MHz Radio Airtime for the Fiscal Year 2018/2019.

We respectfully request City Council's approval for this purchase using the SC State Contract #4400013556, vendor Motorola Inc., at the following not to exceed cost.

Palmetto 800MHZ Airtime - $295,350.00

This amount is based on prior years estimated usage.

Motorola Inc. is located in Blythewood, SC 29016.

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

ATTACHMENTS:

- **#a:** Motorola State Contract (PDF)

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Division of Technology

Palmetto 800 MHz System User Fees

Vendor Information – Motorola Solutions, Inc.

Motorola Solutions, Inc.
217 Cartgate Circle
Blythewood, SC 29016
Vendor Number: 7000007297
Contract Number: 4400013556
Contract Period: July 1, 2016 – June 30, 2023

Motorola State Contract Note

The State Contract is with Motorola Solutions, Inc. All P.O.s must be issued to Motorola Solutions, Inc. to be considered a State Contract purchase. P.O.s issued to Motorola franchise shops (MSS's) are not considered purchases under the South Carolina State Contract. For questions, contact one of the individuals listed below.

MOTOROLA SOLUTIONS, INC. CONTACT	PHONE NUMBER	E-MAIL
Jeff Francis	803-600-2208 803-829-8079 (Fax)	jeff.francis@motorolasolutions.com (mailto:jeff.francis@motorolasolutions.com)
Jim Weih	803-407-5600 800-353-0101 803-749-8149 (Fax)	Jim.Weih@motorolasolutions.com (mailto:Jim.Weih@motorolasolutions.com)

DTO CONTRACT ADMINISTRATORS	PHONE NUMBER	E-MAIL
George Crouch	803-896-0367	George.Crouch@admin.sc.gov (mailto:George.Crouch@admin.sc.gov)

Rates/Pricing

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Palmetto 800 User Fees - Exhibit D

Exhibit D

Cost To Be Contributed For Basic Dispatch Service

Monthly Dispatch Rate

SITES	TOTAL
1	$14.00
2	$19.00
3	$26.50
4	$36.00
5	$41.75
6	$47.50
7	$52.25
8	$57.00
9	$61.75
10	$62.50
Systemwide	$62.50

Systemwide Dispatch All Sites (Cap) - $62.50

Large User Dispatch Rate Discounts
250 to 499 -- 2½% Discount
500 to 999 -- 5% Discount
Over 1,000 -- 10% Discount

Note:
Prices do not include sales tax or other applicable fees
Discounts do not apply to the $62.50 rate
See User Discounts for applicable discounts

Simulcast System Sub-Cells
Primary site coverage at regular pricing, plus $3.00 for additional site in the simulcast sub-cell.

EXHIBIT D
Monthly Fees for System Features

FEATURES AND OPTIONS	FEE
Private Call Initiation Private Call (limited to supervisory personnel only) ** All users of a user account paying for the private call feature will be provided access to receive private calls **	$7.00
MCC7100 Mobile Console Package Fees will be based on the package of services, features, and length of services	
Interconnect Usage[1]	Pass Through
DID (Direct Inward Dialing) Incoming Calls[2]	$5.50
Digital Radio Service (in available areas)	N/C
Digital Encryption (available in digital areas)	$5.00
Detailed Billing Per Subscriber per unit (Not to exceed $50.00 per account)	$3.50
Roaming per minute	$0.45
Raven/Ric switches additional cost above monthly unit rates	$0.15
120 minutes included in unit rate, additional minutes $0.15 per minute. Maximum additional charge $50.00 per month per switch.	
** Raven/Ric switches utilized during system transition as determined by Motorola, Users Advisory Committee and the User will not incur a per minute charge.	
** All interconnected radio systems must be equipped with tone or digital squelch. **	

FEATURES-PER-ACCOUNT	FEE
Additional Talk Groups Per Group[3] (one time fee)	$60.00
Optional Plan (per month fee for additional talk groups)	$2.00
Wireline Console Connections[4] - Per Central Electronics Bank	$250.00
Wireline Console Connections[4] - Per Ambassador Card Link (if required)	$50.00

ACTIVATION/CONFIGURATION (ONE TIME) FEES [3]	ONE-TIME FEE
Dispatch Only	$10.00
Telephone Interconnect	$50.00

Digital/Encryption System Programming	$10.00
Private Call/DID	$25.00
Reconfigure Dispatch Options (decrease authorized sites)	$25.00

Notes:

1. Pass Through is a charge allowed by the FCC to recover the cost of providing interconnect. It is calculated quarterly and divided among the users with interconnect.
2. Requires interconnect option, utilizes interconnect airtime.
3. One (1) talkgroup is provided for each twenty-five (25) radios of an account at no charge. Additional talkgroups are $2.00 per month or $60.00 one time fee.
4. Users are responsible for wireline cost between the customer's site and the zone controller.
5. If multiple features are added or activated at the same time only the largest activation fee applies.

FEES FOR FEDERAL AGENCY MUTUAL AID AND INTEROPERABILITY ACCESS ONLY

FEDERAL AGENCY MUTUAL AID AND INTEROPERABILITY ACCESS ONLY	ANNUAL FEE
1 to 5 Radio IDs	$100
6 to 25 Radio IDs	$500
26 to 50 Radio IDs	$1,000
51 to 75 Radio IDs	$1,500
76 to 100 Radio IDs	$2,000
Annual fee paid in advance lump sum payment [1]	

The Federal Agency Mutual Aid and Interoperability option offers limited restricted system access only. The Federal Agency must maintain its own separate radio communications system for its daily operations. Abuse and excessive use of airtime will be reported to the Advisory Committee for action.

Federal Agency Mutual Aid and Interoperability System Access Includes:

- Mutual Aid Talkgroups (Must use Advisory Committee talkgroup identifiers in radios)
- Regional Talkgroups (Must use Advisory Committee talkgroup identifiers in radios)
- Law Enforcement Common Talkgroups (LE Common)
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- (Must use Advisory Committee talkgroup identifiers in radios)
- Conventional Mutual Aid Repeaters
- Agency Talkgroups with written agency approval

Federal Mutual Aid and Interoperability System Access Does Not Include:

- Individual Talkgroups for the Mutual Aid and Interoperability users
- Private Call
- Telephone Interconnect

The Federal Agency Mutual Aid and Interoperability Access Plan is not available to Federal Agencies who are paying standard user fees or have been issued talkgroups on the Wide-Area Network.

Notes:

1. Fee does not include applicable taxes

EXHIBIT D

Mobile Data Service

Mobile Data Fees

- $100.00 One time Activation Fee.
- $30.00 – Per month per mobile data terminal device for users not on the Palmetto 800 voice network.
- $25.00 – Per month per mobile data terminal device for Palmetto 800 voice system users.

15% discount ($21.25 per month) for all state government users.

20% discount ($20.00 per month) for all voice network user agencies that pay a fleetwide statewide rate.
40% discount ($15.00 per month) for all voice network user agencies that pay a fleetwide statewide rate for 2 voice radios in one vehicle (mobile & portable.

Quantity Discounts
250 - 499 Data Units 2-1/2%
500 - 999 Data Units 5%
Over 1000 Data Units 10%

*** (Users are eligible for only one discount, whichever is greater, quantity, state or fleetwide)**

Field Based Reporting (FBR) (Standard Reports Package in addition to Mobile Data Fees)

$25.00 One time Activation Fee for FBR.
$10.00 Per month FBR fee per mobile data terminal device.

EXHIBIT D
Project - 25 Digital

Cost To Be Contributed For Basic Dispatch Service

MONTHLY DISPATCH RATE

SITES	TOTAL
1	$16.10
2	$21.85
3	$30.48
4	$41.40
5	$48.01
6	$54.63
7	$60.09
8	$65.55
9	$71.01
10	$71.88
System Wide	$71.88

Large User Dispatch Rate Discounts
250 to 499 -- 2-1/2% Discount
500 to 999 -- 5% Discount
Over 1000 -- 10% Discount

Note: Prices do not include sales tax or other applicable fees.
Discounts do not apply to the $71.88 rate.

Simulcast System Sub-Cells - Primary site coverage at regular pricing, plus $3.00 for additional site in the simulcast sub-cell.

EXHIBIT D
Monthly Fees For System Features

Unit Features

Private Call Initiation
Private Call (limited to supervisory personnel only) $ 7.00
**All users of a user account paying for the private call feature
will be provided access to receive private calls.
Detailed Billing Per Subscriber per unit $ 3.50
Not to exceed $50.00 per account

Roaming per minute $ 0.45
Two-Way Gateway/RIC switches additional cost monthly per switch. $ 500.00
** Gateway/RIC switches utilized during system transition as approved by Motorola and the User Advisory Committee.

Features Per Account

Additional talk groups fee per month - $50.00

Wireline Console Connections
Per Central Electronics Bank $250.00
Per Ambassador Card Link (if required) $50.00

Activation & Configuration (One Time) Fees

Dispatch Only per unit $10.00
Private Call per unit $25.00
Dispatch Configuration/Account Changes per unit $10.00
Customer Requested Templates (per template) $150.00

Notes:

One (1) talkgroup is provided for each twenty-five (25) radios in an account at no charge. Additional approved talkgroup fee will be $50 per month.
Users are responsible for wireline cost between the customer's site and the zone controller.
If multiple per unit features are added or activated at the same time only the largest activation fee applies.

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We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve the Purchase of Regular Wear Uniforms, as requested by the Police Department. Award to Wright-Johnston in an amount not to exceed $225,000.00. This vendor is located in Columbia, SC.**

REQUISITION NO.: **R191833**

FINANCIAL IMPACT: **Funding Source: Police Administrative Services - Uniforms and Clothing; 1012402-624100. The original budget amount is $243,000.00.**

ORIGINAL BUDGET: **$243,000.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

Bids were received for Bid-053-17-18-Police Uniforms and Wright Johnston Uniforms was deemed to be the lowest responsive and responsible bidder.

The initial contract shall be for a period of two (2) years beginning August 15, 2018 and terminating August 14, 2020. There will be an option to renew this contract for three additional one (1) year periods. The maximum term shall not exceed five years to terminate August 14, 2023.

"Regular Wear" Uniform Pricing Per Employee Set			
Police - Approximate Number of Employees: 227			
Uniform Requirements	QTY	Price per Set	Overall Price
Male - Uniform shall contain 3 pair of short sleeve shirts, 3 pair of long sleeve shirts and 3 pairs of pants as specified in Attachment 1.	277	$582.00	$161,214.00
Female - Uniform shall contain 3 pair of short sleeve shirts, 2 pair of long sleeve shirts and 3	50	$582.00	$29,100.00

pairs of pants as specified in Attachment 1.			
Community Staff Officer - Approximate Number of Employees: 27			
Uniform Requirements	QTY	Price per Set	Overall Price
Male - Uniform shall contain 3 pair of short sleeve shirts, 2 pair of long sleeve shirts and 3 pairs of pants as specified in Attachment 1.	20	$334.00	$6,680.00
Female - Uniform shall contain 3 pair of short sleeve shirts, 2 pair of long sleeve shirts and 3 pairs of pants as specified in Attachment 1.	7	$334.00	$2,338.00
Administrative Staff - Approximate Number of Employees: 100			
Uniform Requirements	QTY	Price per Set	Overall Price
Male - Uniform shall contain 2 pair of short sleeve shirts, 2 pair of long sleeve shirts and 2 pairs of pants as specified in Attachment 1.	75	$238.00	$17,850.00
Female - Uniform shall contain 2 pair of short sleeve shirts, 2 pair of long sleeve shirts and 2 pairs of pants as specified in Attachment 1.	25	$238	$5,950.00
	Combined Overall Price	**$223,132.00**	

ATTACHMENTS:

- **#a:** Wright Johnston pricing per set (PDF)

"Regular Wear" Uniform Pricing Per Employee Set			
Police - Approximate Number of Employees: 227			
Uniform Requirements	QTY	Price per Set	Overall Price
Male - Uniform shall contain 3 pair of short sleeve shirts, 3 pair of long sleeve shirts and 3 pairs of pants as specified in Attachment 1.	277	$582.00	$161,214.00
Female - Uniform shall contain 3 pair of short sleeve shirts, 2 pair of long sleeve shirts and 3 pairs of pants as specified in Attachment 1.	50	$582.00	$29,100.00
Community Staff Officer - Approximate Number of Employees: 27			
Uniform Requirements	QTY	Price per Set	Overall Price
Male - Uniform shall contain 3 pair of short sleeve shirts, 2 pair of long sleeve shirts and 3 pairs of pants as specified in Attachment 1.	20	$334.00	$6,680.00
Female - Uniform shall contain 3 pair of short sleeve shirts, 2 pair of long sleeve shirts and 3 pairs of pants as specified in Attachment 1.	7	$334.00	$2,338.00
Administrative Staff - Approximate Number of Employees: 100			
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Female - Uniform shall contain 2 pair of short sleeve shirts, 2 pair of long sleeve shirts and 2 pairs of pants as specified in Attachment 1.	25	$238	$5,950.00
	Combined Overall Price	**$223,132.00**	

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve the Purchase of 1,872 green ninety-six (96) Gallon Toter Roll Carts, as requested by the Solid Waste Division. Award to Wastequip, using the Sourcewell Cooperative Contract (formerly National Joint Powers Alliance) in an amount not to exceed $105,463.68. This vendor is located in Charlotte, NC.**

REQUISITION NO.: **R191450**

FINANCIAL IMPACT: **Funding Source: Solid Waste Rollcarts - Special Departmental Supplies 1014401-627600. The original budgeted amount is $105,463.68.**

ORIGINAL BUDGET: **$105,463.68**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

Open purchase order not to exceed the following quantity, cost plus S.C. sales tax, and shipping and handling per Wastequip Quote WQ-10083933.

Qty	Description	Unit Price	Extended Amount	Request Total
1,872	Model 79296 Toter 96 Gallon Cart	$48.10	$ 90,043.20	
1	Shipping and Handling		$ 7,608.36	
1	Sales Tax		$ 7,812.12	
				$ 105,463.68

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

ATTACHMENTS:

- **#a:** Wastequip Quote (PDF)

- #b: NJPA Contract (PDF)

WASTEQUIP®

841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10083933

Sourcewell Formerly NJPA
Awarded Contract
Contract # 041217-WQI

4401 - 627/00

Sell To:

Contact Name	John Hooks
Bill To Name	City of Columbia
Bill To	2910 Colonial Dr Columbia, SC 29203-6812 USA
Email	john.hooks@columbiasc.net
Phone	(803) 603-1096

Ship To Name	City of Columbia
Ship To	2910 Colonial Dr Columbia, SC 29203-6812 USA
Customer Job Reference	NJPA Contract No. 041217-WQI

Quote Information

Salesperson	Brittany Zeitler
Salesperson Email	bzeitler@wastequip.com

Created Date	7/17/2018
Expiration Date	8/16/2018
Quote Number	WQ-10083933 Please Reference Quote Number on all Purchase Orders

Model	Product Description	Selected Option	Description	Quantity	Sales Price	Total Price
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	---Body Color - (940) Green ---Lid Color - (940) Green ---Wheels - 10in Sunburst ---Lid Insert - Read from Street (Existing) ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs	No body stamp Custom lid insert B0021 Property of City of Columbia SC	1,872.00	$48.10	$90,043.20

Payment Terms	Net 30 Days if credit has been established
Shipping Terms	FOB Origin

Subtotal	$90,043.20
Shipping and Handling	$7,608.36
Tax	$7,812.12
Grand Total	$105,463.68

Additional Information

Additional Terms: Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https://www.wastequip.com/terms-conditions-of-sale, as of the date set forth in Section 1(b) of the WQ T&C

841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10083933

Contract # 041217-WQ

which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information

Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information

Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#041217, eff. 7/7/17), and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 041217-WQI

Proposer's full legal name: Wastequip, LLC

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be July 7, 2017 and will expire on July 7, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on July 6, 2017

NJPA Contract # 041217-WQI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Wastequip, LLC

Authorized Signatory's Title CFO

VENDOR AUTHORIZED SIGNATURE

Steve Klueg
(NAME PRINTED OR TYPED)

Executed on July 8, 2017

NJPA Contract # 041217-WQI

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve a Contract for School Crossing Guard Security Services for academic year 2018/2019, as requested by the Police Department. Award to Allegiance Industries in an amount not to exceed $148,000. This firm is located in Columbia, SC.**

REQUISITION NO.: **R192271**

FINANCIAL IMPACT: **Funding Source: 1012402-636000 - The City of Columbia will be reimbursed by Richland School District One for all expenditures. The original budget amount is $148,000.**

ORIGINAL BUDGET: **$148,000**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

CPD respectfully request approval of this one year contract to be awarded to Allegiance Industries for the academic school term 2018/19.

ATTACHMENTS:

- **#a:** Signed Allegiance Industries Contract (PDF)

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into by and between the City of Columbia (hereinafter called the "City"), its successors and assigns, and Allegiance Industries (hereinafter called the "Contractor") as of the date of the last signature hereto.

W I T N E S S E T H:

WHEREAS, the City desires to retain the services of the Contractor; and

WHEREAS, the Contractor agrees to provide such services, and abide by the terms and conditions contained in the State of South Carolina Contract 5400012859 to the extent that they do not conflict with these terms and conditions, and the negotiated rates and terms provided herein. In the event of a conflict, the terms of this contract take precedence.

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

1. CONTRACT FOR SERVICES

The City hereby engages the Contractor and the Contractor hereby agrees to perform the crossing guard services for the City of Columbia streets/intersections on or near the eleven (11) Richland County School District One facilities as outlined herein.

2. SCOPE OF SERVICES

Upon written notification by the City to proceed, the Contractor shall in a satisfactory and proper manner as determined by the City provide on-site, uniformed cross guards as outlined in Exhibit A, Scope of Services at the City of Columbia locations as outlined in Exhibit B, 2018/2019 Service Locations for Crossing Guard Personnel, attached hereto.

3. SUPPLEMENTAL OR ADDITIONAL SERVICES

From time to time and for various reasons, the City may identify supplemental or additional services that may be required of the Contractor or the Contractor may recommend supplemental or additional services to the City. If additional services are identified through the course of this contract period, the Contractor and the City shall agree to negotiate the costs of those services in a fair and equitable manner. Such services may include providing security services at additional sites and/or special events.

The Contractor shall present a written proposal for supplemental or additional services as requested by the City, to include a scope and an hourly rate(s) based upon the rates as shown

in Exhibit A, attached hereto. Upon completion of each task, the Contractor shall present an invoice for payment of work performed based upon the task proposal.

A. For each supplemental or additional service, the City and the Contractor shall jointly develop, to the extent practical, a scope of services and method of compensation for the supplemental or additional proposed related services.

B. The Contractor shall not proceed with any services under this Contract without written approval and a Purchase Order issued by the City and approved by the City Manager, City Council and/or a duly authorized city representative.

4. TERM OF CONTRACT

This Contract shall be effective for approximately 11 months beginning August 20, 2018 or as soon thereafter as agreed upon by the parties and ending on June 30, 2019.

This Contract shall expire at such time as the tasks as outlined are complete, or the total compensation provided for herein is reached, whichever is later. No annual renewals are provided within this agreement.

5. SCHEDULE FOR COMMENCEMENT AND COMPLETION OF SERVICES

Time is of the essence. The Contractor shall commence services after issuance of a valid City of Columbia purchase order and Notice to Proceed (NTP). The Contractor shall not perform work or incur any costs associated with the contract prior to the effective date of the Contract. Contractor shall not perform any work prior to the receipt of a purchase order and NTP. The City of Columbia assumes no liability for any expenses incurred prior to the effective date of the Contract and issuance of a valid purchase order and NTP.

6. COMPENSATION

Contractor will comply with all applicable laws, rules and regulations, procedures, and directives.

A. This Contract shall be payable for the term of the contract. Maximum compensation for the contract term to be paid by the City to the Contractor under this Contract shall be for services rendered, billed on an hourly rate basis, and shall not exceed One hundred, forty-eight thousand, and 00/100 Dollars ($148,000). Any amendments and/or change order requests must be properly submitted and approved by the City of Columbia's Department of Procurement and Contracts.

B. The Contractor shall submit invoices no more frequently than monthly for services

rendered during each prior month based on hourly costs per location during the term of this Contract. Each invoice submitted must describe the services for which payment is requested as shown in the project schedule, show payment calculations and specify the person(s) rendering such service(s). Each invoice shall bear the signature of the Contractor to 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 subcontractors 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.

C. Invoicing Procedure:

1. The City of Columbia's authorized project manager and/or his/her designee must review all invoices prior to payment by the City.

2. The Contractor's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Contractor's invoice.

3. The work completed on the Contractor's project schedule must be the basis for full or percentage of completion payment on the Contractor's invoice.

4. The Contractor will not request payment for taxes on Professional Services, labor or installation fees.

5. The Contractor will not invoice, or request payment for services that may be specified in this Contract prior to the performance of said services.

6. The Contractor shall adhere to an agreed-upon delivery schedule for services. Exceptions to this requirement must be agreed to in writing.

7. All invoices shall include a valid Purchase Order number on the bill.

8. The Contractor shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have concerning this project.

   The Contractor shall submit receipts for actual expenses. No travel or lodging expenses will be approved or paid by the City under the terms of this agreement.

9. Each invoice/payment request shall identify the percentage and dollar amount that

will be paid to the subcontractor and/or vendor for work performed. If required, the Contractor shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.

10. The Contractor shall provide the names of the subcontractors and vendor and a description of the work performed in the invoice/request for payment.

Failure of the Contractor to follow these invoice requirements will result in the delay of payment of the invoices.

D. 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, contractors, 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.

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 the City in this important endeavor.

The Contractor must comply with the terms and conditions as outlined herein. The Contractor, shall, in the performance of the contract, make constructive, good faith efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives.

7. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. The Contractor agrees that he/she and all personnel will abide by a strict confidentiality agreement, signed by all personnel, with regards to any and all activities related to this project and public safety throughout the City. At no time shall the Contractor communicate with any party other than those designated by the City Manager, Chief of Police or their designees any information pertaining to investigations, discoveries or on-going cases involving the services secured via this contract to include data reviewed, requested and/or provided to the City. In the event that Contractor receives a request, in any form (including but

not limited to verbal or written requests or demands, subpoena, search warrant or Court order), for reports, data, records or documents, prepared, assembled or maintained by Contractor, Contractor shall notify City within eight (8) hours of Contractor's receipt of such request or demand.

8. ACCESS TO RECORDS

The Contractor shall make available for examination 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 this Contract. All requests for access to Contractor's records shall be made in writing.

9. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

10. AMENDMENTS

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

The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written Amendment signed by both parties.

11. ASSIGNABILITY/SUBCONTRACTING – NON APPLICABLE TO THIS SOLICITATION

The Contractor shall not assign or subcontract any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City. The Contractor 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 the Contractor.

The Contractor shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder.

12. INDEPENDENT CONTRACTOR

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

Contractor is solely responsible for the proper training and licensure of Contractor's employees, agents, and subcontractors and assumes any and all liability for their actions while providing services under this Contract. Each employee of Contractor or any subcontractor shall read and sign an acknowledgement of having read the City's Use of Force Policy and return the acknowledgement to the city prior to commencing work under this Contract.

13. TERMINATION OF CONTRACT

The City may terminate this Contract 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 Contract in any annual budget;

B. The Contractor fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after 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 Contract, if wrongfully made, shall be treated as a termination for convenience under this clause; in the event that the Contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience.

   If the Contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the Contract plus term percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Contractor prior to the date of termination of the Contract. The Contractor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment;

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

F. By mutual Agreement.

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

14. DUTIES UPON TERMINATION

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

15. INTEREST OF CONTRACTOR

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

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

16. ETHICS

Contractor and any subcontractor(s) acknowledge that they are 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.

17. INDEMNIFICATION

The Contractor shall indemnify, defend, hold harmless, and reimburse the City, its other agents and employees from and against any and all losses, liabilities, expenses, and all claims for damages relating to or arising out of the performance or failure to perform by Contractor, its subcontractors, officers, agents and employees of any of the Contractor's obligations under this Contract. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, person injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees.

The Contractor shall promptly notify the City of any civil or criminal actions filed against the Contractor or of any notice of violation from any federal or state agency or of any claim as soon as practical as relates to the services provided under this Contract. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or join in the defense.

18. INSURANCE

A. The Contractor shall provide to the City evidence of the following insurance:

Workers Compensation Insurance - The Contractor shall procure and shall maintain during the life of this Contract, Workers Compensation Insurance for all employees to be engaged in work on the project under this Contract, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker Compensation Insurance. The Contractor shall not permit

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

General Liability Insurance - General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.gov. The Contractor shall procure and maintain for the duration of the Contract insurance against claims for any injuries to persons or damages to property, which may arise form or in connection with the performance of the work by the Contractor, his agents, or representatives, employees or subcontractors.

1. Commercial General Liability Insurance: Coverage in an amount not less the 1,000,000.00 per occurrence, and $2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.

2. Automobile Liability Insurance- $500,000.00 combined single limit per accident for bodily injury and property damage.

Professional Liability - Professional Liability Insurance in an amount not less than One Million Dollars and No/100 ($1,000,000.00) per occurrence and Two Million Dollars and No/100 ($2,000,000.00) Aggregate.

Notice of Cancellation and/or Restriction: The policy must be specifically endorsed to provide the City with thirty (30) days' notice of cancellation, non-renewal, change in coverage, and/or restriction.

B. The Contractor 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 Contractor and any sub-contractor of the Contractor commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract 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, except the City shall not be named as Additional Insured on Contractor's Professional Liability and Workers Compensation insurance.

19. EQUAL EMPLOYMENT OPPORTUNITY (EEOC)

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

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor will incorporate these requirements in all subcontracts for program work.

20. SEVERABILITY

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

21. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

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

The Contractor shall procure and maintain a City of Columbia business license while performing services under this Contract.

22. PERSONNEL

All of the services required hereunder shall be performed by the Contractor and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Exhibit A, attached hereto.

The Contractor represents that Contractor has, or will secure at Contractor's own expense, all personnel required in performing the services under the Contract. No services under this

agreement will be performed by any subcontractor without the express, prior, written approval of the City.

23. GOVERNING LAW

This Contract shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Contract shall be subject to the exclusive jurisdiction of the federal and state courts within Richland or Lexington Counties, South Carolina.

24. BREACH / WAIVER

The failure of either the Contractor 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.

25. NOTICES

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: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, 1800 Main Street, 2nd Floor, Columbia, South Carolina 29201.

B. Written notice to the Contractor shall be made by registered mail; return receipt in The United States Mail, postage prepaid and addressed to Allegiance Industries, 105 Sunbelt Blvd., Columbia, South Carolina 29203.

26. OWNERSHIP OF PROJECT DOCUMENTS

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

All reports, drawings, specifications, documents, and other deliverables of Contractor, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not.

27. PENALTIES – Removed by the City prior to contract execution

28. REMEDIES

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

29. SUCCESSORSHIP

The Contract shall be binding upon the Contractor and upon its successors and assignees.

30. WHOLE CONTRACT

The Contract represents the entire Contract between the City and the Contractor and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. Only written Amendment signed by both the City and the Contractor may amend the Contract.

31. MISCELLANEOUS

A. Nothing in the Contract shall be construed to give any rights or benefits to anyone Other than the City and the Contractor.

B. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of the Contract, the Contractor agrees to defer to the reasonable interpretations of the City.

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

D. The Contract is subject to City Council approval.

[SEE SIGNATURES ON NEXT PAGE]

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

WITNESSES AS TO CITY:

_____

_____

CITY OF COLUMBIA

BY: _____

TITLE: City Manager

DATE: _____

WITNESSES AS TO
ALLEGIANCE INDUSTRIES:

_____

_____

ALLEGIANCE INDUSTRIES

BY: _____

TITLE: Corporate Security Director

DATE: August 13, 2018

By: _____
R. J. Hines, Police Major, City of Columbia Police Department

By: _____
Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

APPROVED AS TO FORM

_____
LEGAL DEPARTMENT
CITY OF COLUMBIA, SC
Date: August 7, 2018

Exhibit A: Scope of Services

3.1 Licenses/ Registration

3.1.1 The Contractor awarded the contract shall submit, prior to start date, a list of all crossing guards assigned to this contract along with registration/identification cards as provided by Contractor.

3.2 Crossing Guard Coverage

3.2.1 Crossing Guard coverage is defined as a person that directs or escorts pedestrians across streets, stopping traffic as necessary to ensure safety.

3.2.2 Standard shift and hours of services Monday – Friday, four (4) hours a day per location are:

- Morning Shift: 6:45 a.m. until 8:45 a.m. (2 hours)
- Afternoon Shift" 1:45 p.m. until 3:45 p.m.

3.3 Allegiance Industries Employees

3.4.1 All crossing guards provided shall be employees of the crossing guard Contractor (hereinafter referred to as "Contractor" or "agency"). The cross guard agency shall pay all salaries, Social Security taxes, Federal and State unemployment insurance and any other required taxes relating to such employees. Contractor is allowed to subcontract with another vendor in order to meet obligations of this contract.

3.4.2 Physical Conditions of Guards: Assigned cross guards must be in good physical health and condition and shall have no physical disability which restricts or impairs performance of all duties and responsibilities normally expected of a cross guard.

3.4.3 Code of Conduct: All cross guards assigned shall be bound at all times by a code of conduct which strictly regulates their personal appearance, conduct, attitude and contact with people.

3.4 Guard Attire

3.4.1 The agency shall apply all crossing guards assigned with appropriate professional uniforms and name tags, and any special safety equipment required in the performance of their duties. Guards shall be attired in the same uniform/attire – No Exception. The City reserves the right to determine if guard's attire & conduct is appropriate.

3.4.2 All guard agency uniforms must be clearly distinguishable from that of an official law enforcement officer as provided for in the SC Private Detective and Security Agencies Rules and Regulations.

3.4.3 The City shall have the right to specify the uniform to be worn by the Contractor's personnel. However, all uniforms worn by such personnel shall be supplied by the Contractor and shall be neat, clean, well pressed, and in good condition. The City shall inform the Contractor if the uniforms worn by any of its personnel, whose services are furnished by Contractor to the City under this agreement, are not satisfactory. On receipt of such information by Contractor, Contractor shall correct all items mentioned by the City within five (5) business days.

Exhibit A: Scope of Services

3.5 Training Guard and Records

3.5.1 A certified company training guard shall have met all requirements for such as established by law and recognized by the State Law Enforcement Division (SLED) as stated in 73-420. This includes all initial training and requirements for refresher or update training as may be required by SLED.

3.5.2 A current formal training record on each officer assigned shall be established and maintained to formally document all training provided. Such records shall include training required by law for registration by SLED and any specialized training the guard has received. All such training records shall be made available to the City upon request.

3.6 Supervision

3.6.1 The agency shall be responsible for the direct supervision of all assigned officers through its designated representative (Cross Guard supervisor) at the premises to which this contract relates. Such representative shall in turn be available at reasonable times to report to and confer with the designated representatives of the City with respect to services.

3.7 Administrative Supplies

3.7.1 The agency shall provide all registration forms, incident report forms, log books, investigation report forms, check off sheets and other administrative supplies necessary to carry out all requirements of the contract.

3.8 Polygraph Test

3.8.1 Crossing Guard's involvement or suspected involvement in any allegation or misrepresentation will require that they submit to polygraph testing at the agency's expense.

3.9 Indemnification

3.9.1 The agency shall be held liable for theft, loss or damage to personnel or property resulting from the negligent, fraudulent or dishonest act(s) of its employees.

3.9.2 It shall be expressly agreed and understood between the parties of this contract that the agency does hereby agree to indemnify and hold harmless the City and the State of South Carolina from all claims, suits, actions, damages and costs of every description arising out of or resulting from the performance of this contract or from the failure of the agency to perform under this contract, unless acts of God.

[END OF PAGE]

Exhibit A

Scope of Services

3.10 General Duties

The contractor shall furnish the necessary security personnel and equipment to provide proper protection of students. The crossing guard personnel are required to perform the following duties:

3.10.1 Permit only duly authorized persons to enter the premises.

3.10.2 The Contractor shall name a crossing guard supervisor (Roving Supervision) in order to properly supervise and coordinate guard operations of the school. The Contractor shall direct job duties and responsibilities of crossing guards through this supervisor. Duties of the supervisor shall be consistent with accepted principles of security operations, as assigned and directed by the City of Columbia Police Department. The will include as a minimum, the following:

- The City will require mandatory reporting for each assigned post for each assigned shift. No Exceptions.
- In conjunction with the City or his/her designee, develop and maintain up-to-date written security procedures for cross guards.
- Insure that all newly assigned guards are thoroughly briefed on the City's crossing guard duties, policies and procedures.
- Assure that any problems, incidents, etc. through daily guard (shift) reports are immediately brought to the attention of school officials as appropriate.
- Coordinate requests for special guard needs and other duties that may be assigned by the City of his/her designee consistent with accepted principles of security operations.

3.11 Cross Guard Coverage General Requirements

3.11.1 When students are present, Monday – Friday, a guard should be present during the morning and afternoon shift as designated by the Columbia Police Department by assignment.

3.11.2 There will be five (5) week days when students are present, requiring four (4) hours of guard duty per day.

3.11.3 Guard personnel shall also perform any additional future duties which the City and Contractor may agree upon in writing after these duties have been duly authorized in writing by proper authority. Such duties may include, but not limited to monitoring of specific building equipment and exterior security lighting, inspection of fire detection and control equipment,

Exhibit A: Scope of Services

3.11 Cross Guard Coverage General Requirements Cont'd

3.11.4 Guard personnel shall perform their duties in compliance and in accord to the Contractor's Standard Operating Procedures as outlined in Exhibit D.

3.11.4 Upon request by either party, designated vendor management shall meet with the City for the purpose of discussing any problems which may arise and the proper resolution of these problems.

3.11.5 The Contractor will understand that 100% minimum staffing is a requirement and fully expected to be met.

3.12 Cross Guard Specific Requirements

3.12.1 The Contractor will insure a professional, reliable and efficient effort to protect the City's property, buildings, employees and visitors against safety hazards.

3.12.2 The City may on occasional basis or as otherwise agreed between the parties, give Contractor eight (8) hours prior notice of variations in the service requirements; said time at which the services are to commence, the projected duration of the service, and location(s) at which the services are to be performed. The City shall, in all instances, have the right to adjust hours and location(s) of service in its sole and absolute discretion.

3.12.3 Contractor agrees to make every effort to supply service on an emergency basis (that is, less than 8 hours advance notice) when required by the City during the term of this contract. Accordingly, the Contractor shall confirm in each instance whether or not it can provide the particular emergency service when the City requests such service.

3.12.4 For the purposes of this contract, the City representative shall be the City of Columbia Police Department or designee. This representative shall initiate all request for changes in, or augmentation of, services.

3.13 Contractor's personnel/crossing guards shall:

3.13.1 Be required to carry a current South Carolina Security Officer Registration Card on their person at all times while on duty at the City and shall be required to produce such card at any time, upon request, by designated management officials of the City or any SLED agent. The City shall retain the expressed right to request the Contractor relieve and replace any guard who does not have the required cards on their possession; and the Contractor shall be obligated to do so at no expense to the City and with no interruption of services being provided.

Exhibit A: Scope of Services

3.13 Contractor's personnel/Crossing Guards shall cont'd:

3.13.2 May be subject to specific approval by the City based on an interview with the City of Columbia Police Department.

3.13.3 Be fully trained and instructed by Contractor, consistent with their classification and in accordance with Contractor's highest standards.

3.13.4 Be the subject of a thorough background investigation, confirming applicant has no criminal background, and the results of that investigation furnished to the City before that person begins duties at the City, the results of which Contractor shall certify to the City and which results shall disclose that the subject:

- Has no police record of conviction for a crime during the last seven (7) years, other than minor traffic infractions.
- Is a United States Citizen; and has not received, in the event of service in the armed forces of the United States or any police or fire department, a dishonorable discharge, or in the case of reserve armed forces, a release to inactive duty under dishonorable circumstances.
- The contractor will ensure that all crossing guards meet and adhere to the SC Code of Law, Section 40-18-80.
- Be well qualified physically, mentally, and emotionally for performance of the service to be provided to the City under this contract.
- Will be released for solo duty only upon successful completion and master of the City's required training to be performed under this agreement at the Service Area. No compensation whatsoever shall be payable by the City to the Contractor in regard or respect to such training. (This shall apply only to cross guards performing regularly scheduled duties at school locations, not for extra unscheduled guards).

3.14 Attire/Uniforms while on duty

All Contractor's personnel furnished to the City under this contract shall perform in a proper and dignified manner, shall avoid using force except when reasonably necessary to protect persons and property at the City, and shall immediately notify the Columbia Police Department of all instances where the safety of such persons and/or property are or may be jeopardized. In the event that the Columbia

Exhibit A: Scope of Services

Police Department is not immediately available, Contractor shall notify the nearest available public emergency agency.

In all instances where a public emergency agent is summoned or notified, Contractor's personnel will file a complete written incident report as soon as practicable with Columbia Police Department. It is understood that all personnel performing services for the City shall be responsive to the Columbia Police Department, or his or her authorized representative, for all specific services required, No Exception.

3.15 In the event any proceedings in any court or in any administrative or arbitral tribunal (excluding proceedings in which Contractor or Contractor's personnel are involved as parties) stem from events to which any of the Contractor's personnel providing service to the City are required to testify, Contractor shall, on the City's instructions, make said personnel available for pretrial or other preliminary examination, interviews, and attendance as such court or tribunal in connection with such proceedings, and Contractor shall charge and the City shall pay, for such services of said personnel at the same prevailing rate provided for in this agreement.

3.16 In the event Contractor is advised by the City or otherwise becomes aware of any violation of law committed or allegedly committed by any of the Contractor's personnel furnished to the City, Contractor shall bring such violation or alleged violation to the attention of the appropriate law enforcement authorities and shall cooperate fully in any requested investigation and any resulting prosecution including, if requested either by the City or any law enforcement officer or agency, the signing of a complaint, information or similar process, all without cost or expense to the City.

3.17 The City shall have the right, in its sole discretion, to reject the services of any person supplied by the Contractor pursuant to the City opinion said person is not fit for duty (for example, evidence in drinking, improper uniform, poor hygiene, etc.). The City shall not be liable to Contractor for payment of any compensation as specified below for the services of such rejected person.

3.18 Contractor shall furnish services to the City under this contract fully in accordance with the terms and conditions of the contract in spite of any state, national, or other emergency, state of war, or condition of enemy attack, labor dispute, or disturbances involving the City employees, insurrection civil disobedience, riot or mob action. Contractor shall continue to furnish service according to the contract notwithstanding the existence of any labor dispute involving its personnel.

3.19 In the event that the City of Columbia Police Department requests any other specific personnel of Contractor to work overtime (that is more than forty (40) hours in one week), the City shall

Exhibit A: Scope of Services

pay the Contractor for such overtime work. The Contractor will provide written approval from the requesting Police Department official for personnel of the Contractor to work overtime.

3.20 In the event that Contractor fails to provide the complete guard staff as specified or duly ordered in advance by the City and agreed to be provided by Contractor, the City may employ or retain on duty another or others to cover the duties that personnel of Contractor would have covered. If the City is required to pay rates higher than the fee the City would have paid Contractor for such personnel, Contractor agrees to credit the difference in hourly wage of each such person to the City, provided that the Columbia Police Department certifies in writing to Contractor within the billing period that said extra cost have been incurred.

[END OF PAGE]

Exhibit B

2018/2019 Service Locations for Crossing Guard Personnel

Hand Middle School	Hyatt Park Elementary School
Carver-Lyon Elementary School	Watkins-Nance Elementary School[1]
A.C. Moore Elementary School	Rosewood Elementary School
South Kilbourne Elementary School	Alcorn Middle School
Anne Burnside Elementary School	Caughman Elementary School
Meadowfield Elementary School	

[1] Staffed intersections for Watkins-Nance Elementary will be: (1) Two Notch @ Covenant; and (2) Barhamville @ McAllister (For a total of two (2) crossing guards at Watkins-Nance Elementary)

Hourly rates per attached schedule in Exhibit C are for academic calendar days (excluding all weekends and observed school holidays). The hours requested will cover two shifts: AM shift from 6:45 AM to 8:30 AM and PM shift from 1:45 PM to 3:30 PM.

[END OF PAGE]

Exhibit C

Rate Schedule

Standard Weekly Security Schedule

RANK/POST	LEVEL	HOURS	S	M	T	W	T	F	S	TOTAL
CROSSING GUARD	LEVEL III	0645-0845 / 1345-1545	0	4	4	4	4	4	0	20
		Total Weekly Hours (12 Locations)	**0**	**48**	**48**	**48**	**48**	**48**	**0**	**240**

**Schedule subject to change based on client requirements*

BILLING PRICE – AS OUTLINED ABOVE

- **Security Crossing Guard Services:**
- Hourly Security Crossing Officer (240 Hrs./week) ..... $20.00 per hour

**Service pricing based on 240 weekly standard hours. Additional locations and hours may be added at the request of the client. Penalties may apply.*

Exhibit D

Crossing Guard Duties

- All officers assigned to Security Crossing Guard locations must check in with LT. Edmonds at 803-730-7464 no later than 6:15 AM prior to the morning shift, and no later than 1:15 PM prior to the afternoon shift.

- At the start of each shift (6:45am & 1:45pm) Officers must Clock in. *(AFTER CLOCKING IN ALL PHONES MUST BE PUT AWAY AND NOT TO BE USED UNLESS FOR EMERGENCY PURPOSES)*

- 6:45 – Park your vehicle facing in the direction the children are approaching from.

- 6:45 AM & 1:45 PM: Assume your position at the Crosswalk and wait for arriving children.

- Remain outside of your vehicle so that students and school officials can visually see that you are on duty and positioned to assist in the safe passage of children through the crosswalk.

- During inclement weather only (*Rain, extremely High and Low temperatures (Above 90 or below 40)* you may position yourself in your vehicle when students are not approaching the crosswalk.

- If you are positioned inside of your vehicle it is imperative that you stay focused on your surroundings. It is a good practice to leave your windows slightly ajar so that you can hear activity in close proximity. ***Entering your vehicle during normal shift times only applies during inclement weather.***

- Even if children are not needing crossing assistance you are required to exit your vehicle every 15 minutes to perform a visual scan of the area. If no children are in sight, you may return to your vehicle until your next 15 minute survey scan. ***Only during inclement weather.***

Traffic Scanning Procedure at an Intersection

Vehicles can approach a crosswalk from various directions. To gauge whether approaching vehicles will have time to see and acknowledge you, Security Crossing Guards should use the following "traffic scanning procedure" for stopping traffic and crossing a street:

1. Stop at the curb or edge of the street.

2. Look left, right, then left again for approaching vehicles.

3. If standing at an intersection, look forward and behind. Scan for any vehicles that might cross your path and look over the appropriate shoulder for any vehicles approaching from your rear that might turn across your path.

4. If the distance gap appears adequate, make a final search to the left before proceeding. Vehicles on the left should be on the side nearest to you.

5. When entering the crosswalk continue to scan for approaching vehicles, while simultaneously holding up your handheld stop sign and giving a couple of blows on your whistle.

Signaling to Drivers: A Crossing Guard should always use a handheld stop sign and whistle to alert drivers to stop. Using stop signs and whistles are for stopping oncoming traffic and to assist children through the crosswalk only. Do not use these tools for the purpose of directing traffic.

Use of Stop Signs/ Hand Signals: All Security officers assigned to crossing guard duty will be issued a handheld stop sign to aid them in their duties. As the crossing guard enters the crosswalk he/she should always have the handheld stop sign raised at or above shoulder height. In addition to raising the stop sign, officers should raise their opposite hand and arm in the stop position (Fingers up, Palms out). The stop sign and alternate arm should remain raised until all children and the crossing guard are safely across the street and out of harm's way of traffic.

Use of Whistle for Warning: All Security officers assigned to crossing guard duty will be issued a traffic whistle to aid them in their duties. The whistle is a warning device to be used in conjunction with warning (Stop) signs, or hand signals. The whistle should be in the Crossing Guard's mouth at all times when stepping into the crosswalk. The decision to use a whistle or not should be based whether traffic is approaching the crosswalk or not. If there isn't any traffic approaching the intersection then the use of the whistle is not required.

Signaling to Children to Begin Crossing: When a Crossing Guard has taken position and is ready to signal children to cross the street, the instruction to begin crossing should be made verbally using loud and direct commands, without hand gestures. Using elevated hand gestures may confuse the vehicle operators who may mistake your motion as their signal to proceed through the crosswalk. Always keep the stop sign in the raised position.

Crossing Procedures: In every situation, a Crossing Guard uses the "traffic scanning procedure" for crossing a street and encourages student pedestrians to follow these safety steps. To review, this procedure is as follows:

1. Stop at the curb or edge of the street.

2. Look left, right, then left again for approaching vehicles.

3. If standing at an intersection, look forward and behind. Scan for any vehicles that might cross your path and look over the appropriate shoulder for any vehicles approaching from your rear that might turn across your path.

4. If the distance gap seems adequate, make a final search to the left before proceeding. Vehicles on the left are on the side nearest to you.

5. When crossing the street, continue to scan for approaching vehicles.

6. Enter the crosswalk while raising the handheld stop sign and alternate hand

7. Give two whistle blows as you step into the crosswalk

8. Stop in the middle of the crosswalk with your stop sign raised

9. Once you are confident all traffic has come to a **COMPLETE STOP** verbally call for the children to cross.

10. Once all children have crossed safely to the other side of the road, you should return to the same side where you entered the crosswalk.

11. Once you and the children are all safely off the roadway you may lower your stop sign and alternate arm.

Procedures for Crosswalk Configurations on Two-Way Roadways:

The following section describes the procedures for typical crossings at non-signalized crosswalks and signalized crosswalks.

Non-signalized Crosswalks:

1. Curbside assembly
    - Stand on curb or behind edge of roadway on the side of the street where students approach.
    - Keep students at least one step back from the curb or roadway edge. If a yellow "stand-back" line is marked or taped on sidewalk, it should be at least three feet behind the curb.
    - Instruct those arriving on a bicycle, scooter, or skateboard to dismount and walk the bicycle or scooter or carry the skateboard when crossing the street.
    - Select an opportune time. As students collect, wait for an opportune time to create a sufficient distant gap in traffic before entering the crosswalk.
    - Make a final scan for vehicles before entering the roadway.
    - Remind students to wait for your verbal direction before starting to cross the street.
    - Enter the crosswalk while simultaneously stopping near-side approaching vehicles.
    - As you enter the crosswalk blow your whistle using long bursts.
    - Raise your handheld stop sign to signal vehicles to stop.
    - Continue to hold your stop sign and alternate hand exposing your upraised palm as you walk to the middle of the roadway.
    - Stop far-side approaching vehicles. Stand in the middle of the street and remain in the middle of the crosswalk. Stand in the crosswalk on the side closest to the oncoming traffic. Be vigilant and cognizant of safety risks that may alter based on extrinsic threats, i.e. Greater traffic volume, higher speeds, and detours, hazardous roadways due to inclement weather, etc.
    - Keep both arms extended horizontally to your sides at or above shoulder height.
    - Make a final check that all vehicles coming from all directions have come to a **COMPLETE STOP.**
2. **Initiate crossing**

- Turn your head toward the waiting students and make eye contact with them. When you are ready to initiate signaling students to cross the street, instruct students verbally without gestures. Use high volume verbal commands to ensure the children hear you and respond to your instructions.
- Instruct them to enter the crosswalk.
- As students cross behind you, do not allow any vehicle to cross the crosswalk until the last student has safely crossed the road and is either on the sidewalk or completely off the road.
- Return to the starting curb. Remain alert for approaching vehicles. Do not lower your stop sign and or upraised hand until you have left the roadway.

Signalized Crosswalks:

In the case of a signalized crosswalk, a pedestrian pushbutton is ordinarily installed in close proximity to the crosswalk.

1. Curbside Assembly

- Stand on curb or behind edge of roadway on the side of the street where students approach.
- Keep students at least one step back from the curb or roadway edge. If a yellow "stand-back" line is marked or taped on sidewalk, it should be at least three-feet behind the curb.
- Instruct those arriving on a bicycle, scooter, or skateboard to dismount and walk the bicycle or scooter or carry the skateboard when crossing the street.
- Wait for illuminated walk indication sign. As students collect, press the pedestrian pushbutton to activate the pedestrian crosswalk signal.
- Remind students to wait for your signal before starting to cross the street.
- When a fresh active walking symbol (or "walk" message) is displayed (or when the appropriate green is illuminated if there is no pedestrian signal), make a final scan for vehicles.
- Enter the crosswalk while simultaneously stopping near-side approaching vehicles.
- Just prior to entering the crosswalk blow your whistle using long bursts
- Raise your handheld stop sign to signal vehicles to stop.
- Continue to hold your stop sign and alternate hand exposing your upraised palm as you walk to the middle of the roadway.
- Stop far-side approaching vehicles. Stand in the middle of the street and remain in the middle of the crosswalk. Stand in the crosswalk on the side closest to the oncoming traffic.

- Be vigilant and cognizant of safety risks that may alter based on extrinsic threats, i.e. Greater traffic volume, higher speeds, and detours, hazardous roadways due to inclement weather, etc.
- Keep both arms extended horizontally to your sides at or above shoulder height.
- Make a final check that all vehicles coming from all directions have come to a **COMPLETE STOP.**

2. Initiate crossing

- Turn your head toward the waiting students and make eye contact with them. When you are ready to initiate signaling students to cross the street, instruct students verbally without gestures. Use high volume verbal commands to ensure the children hear you and respond to your instructions.
- Instruct them to enter the crosswalk.
- As students cross behind you, do not allow any vehicle to cross the crosswalk until the last student has safely crossed the road and is either on the sidewalk or completely off the road.
- Return to the starting curb. Remain alert for approaching vehicles. Do not lower your stop sign and or upraised hand until you have left the roadway.

GENERAL RULES:

1. Checking in with the responsible account manager 30-Minutes prior to your shift time is mandatory. The purpose for checking in is to ensure that all post assignments are projected to have on time coverage.

2. If you are projecting a late arrival it is critical that you notify Mr. Geathers during your check in so that he can deploy to the location or notify the assigned traffic officer.

3. Keep in mind, notifying the account manager that you are running late is NOT grounds for discipline unless it becomes excessive. Failing to notify your account manager of a potential late arrival WILL result in discipline.

4. It is the officer's responsibility to clock in and out for payroll purposes. Clocking in early prior to the start of shift or clocking out late at the end of shift is strictly prohibited.

5. Officers must arrive on post in full uniform, including their safety vest, whistle and handheld stop sign.

6. Uniforms must be neat, clean and pressed

7. Leaving your post for any reason is prohibited and will be considered post abandonment. Post abandonment is a terminable offense, no questions asked.

8. Bathroom breaks are not permitted during your two-hour shift assignment. If it is an absolute emergency that you use the restroom, you MUST contact Mr. Geathers or the assigned traffic officer to request an emergency relief.

9. The use of electronic devices while assigned to crossing guard duty is prohibited. Electronic devices include cell phones, Ipods, Ipads, Tablets of any kind, Bluetooths, Earbuds of any kind, Laptops, etc.

- **IN ADDITION TO THOSE COVERED IN THESE POST ORDERS, OFFICERS MUST FOLLOW RULES, POLICIES AND PROCEDURES AS OUTLINED IN THE ALLEGIANCE STANDARD OPERATING PROCEDURE MANUAL. ANY OFFICER WHO FAILS TO COMPLY WITH THESE ORDERS OR THOSE OUTLINED IN THE SOP MANUAL WILL BE SUBJECT TO DISCIPLINE, UP TO AND INCLUDING TERMINATION FROM EMPLOYMENT.**

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve Amendment #1 to the Agreement for the Installation of a Payment System at Multiple City Garages, as requested by the Parking Services Department. The amendment includes the installation of Parking Deck Control Equipment at the Lady Street and Sumter Street Garages. Award to ITR of Georgia, Inc. in the amount of $337,391.00. This firm is located in Tucker, GA.**

REQUISITION NO.: **P171663**

FINANCIAL IMPACT: **Funding Source: Parking Imp Project Control – Capital Project Costs 5329999-658650 PG101901-658650- $175,885.00 Lady St. Parking Garage 5329999-658650 - $161,506.00 Sumter St. Parking Garage. The original budgeted amount is $337,391.00.**

ORIGINAL BUDGET: **$337,391.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

The above referenced Contract Amendment is to compensate the Contractor for providing the installation of a Revenue Parking System in the Lady Street and Sumter Street Parking Garages. The services being provided include:

All material, equipment, software, labor, and supervision to install a fully operational revenue parking system, validator, and hotel package in the Sumter Street and Lady Street Parking Garages. The Project shall include supply, delivery, unloading, setting, anchoring, control wire installation, wiring termination, installation of detection loops, startup of all equipment, equipment testing, and equipment adjustment/tuning. The scope also includes the installation and testing of software for the revenue parking control system. All equipment and accessories are to be installed in accordance with manufacturer's recommendations and final shop drawings. Training and all manuals associated with equipment and installation are to be provided, as well as a Parts and Labor Warranty period of two years.

The overall objective is to provide a cloud based Revenue Parking System that provides parking for a large number of special events, monthly parkers, hotel guest and other businesses in the area.

ATTACHMENTS:

- **#a:** ITR Parking Sys. Amendment #1 (2) (PDF)

Agreement for Professional Services
Installation of a Payment System for Multiple City Garages
Project Number: RFP003-17-18

ITR of Georgia, Inc. and City of Columbia, SC

Contract Amendment # 1

July 24, 2018

Description of Change: Request change in Agreement for Professional Services between the City of Columbia (City) and ITR of Georgia, Inc. dated June 11, 2018 (Agreement) to compensate ITR of Georgia, Inc. for providing Professional Services for the Installation of Parking Deck Control Equipment at Lady St. and Sumter St. Parking Garages as described in Appendix 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:	$ 551,323.00
Previous Change Orders:	$ 0.00
This Change (addition):	$ 337,391.00
Revised Contract Price:	$ 888,714.00

Additional funds are to be provided in the following manner:
5329999-658650 PG10190-658650 - $175,885.00 Lady St. Parking Garage
55329999-658650 PG101303-658650 - $161,506.00 Sumter St. Parking Garage

This Change is Acceptable:

ITR of Georgia, Inc.:

Signature JAMES E. BURGAR (Please Print Name) Date: 7/30/18

Title: SR. VP OF OPERATIONS

City of Columbia:

By: _____
Robert Anderson, Director of Public Works

By: _____
Clint Shealy, P.E., Assistant City Manager for Columbia Water

By: _____
Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

Approval of Change: _____
Teresa Wilson, City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC

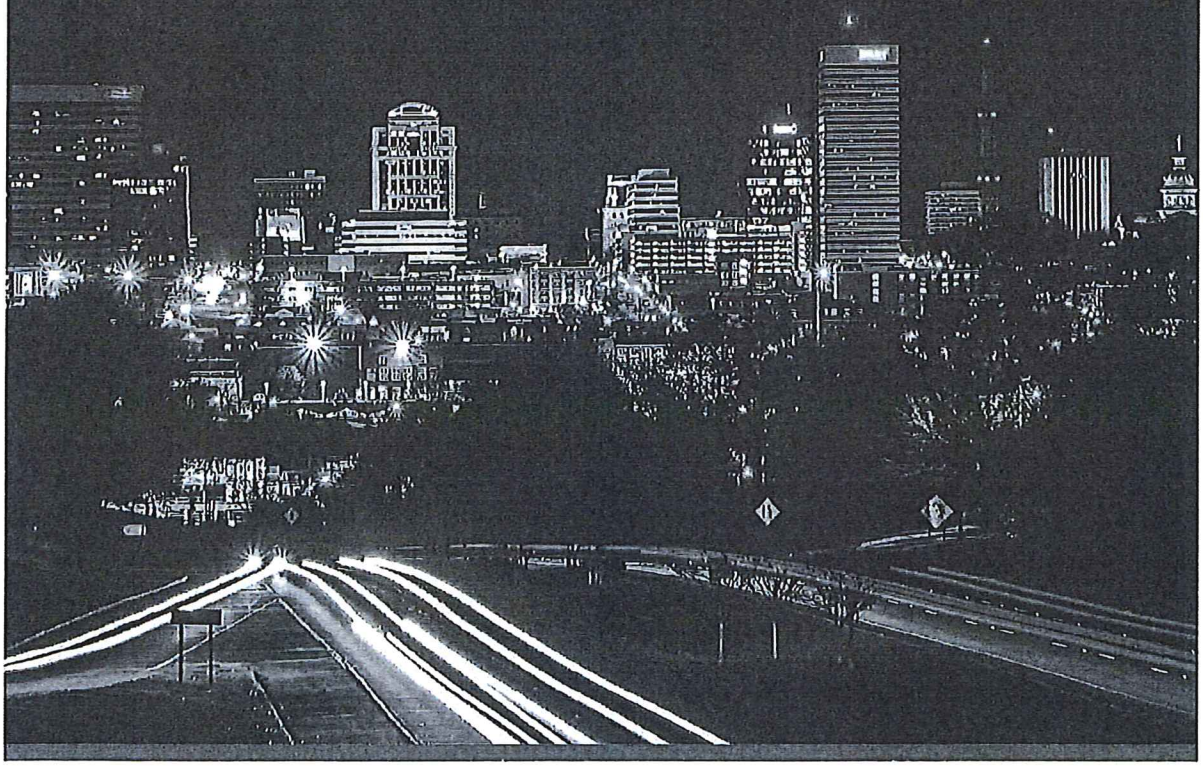
We Are Columbia

Proposal Supplement for

City of Columbia

RFP 003-17-18-LAT Change Order Revenue Parking System for Sumter and Lady Street Parking Garages

July 23 2018



ITR
DRIVING YOUR SUCCESS

In conjunction with
AMANO McGANN

We Are Columbia

Proposal Supplement for

City of Columbia

RFP 003-17-18-LAT Change Order
Revenue Parking System for
Sumter and Lady Street Parking Garages

July 23, 2018

Submitted to:
City of Columbia
Department of Procurement and Contracts
Attn: RFP003-17-18-LAT:
Revenue Parking System for Park and Lincoln Street Garages
1800 Main Street - 2nd Floor
Columbia, SC 29201

Submitted by:
Pete Hobbs
ITR of Georgia, Inc.
3346 Montreal Station
Tucker, GA 30084-6807
PHobbs@itrps.com
WBENC No.: 239521
WSOB No.: W030141

Information contained in this document is confidential and proprietary to ITR Parking Solutions and Amano McGann, Inc.

Appendix A – Cost of Revenue Parking System

Revenue Parking System for Sumter Street Parking Garage	
Total Cost for Revenue Parking System:	$161,506.00 (Hardware)+(Implementation)
Total Cost for Validator:	N/A
Total Cost for Hotel Package:	$INCLD (2 Hotels Terminals)
Total Cost for Freight:	$INCLD
Total Cost for the Entire System:	$161,506.00 (Revenue System + Hotel Package + Freight)

Revenue Parking System for Lady Street Parking Garage	
Total Cost for Revenue Parking System:	$175,885.00 (Hardware)+(Implementation))
Total Cost for Validator:	N/A
Total Cost for Hotel Package:	N/A
Total Cost for Freight:	$INCLD
Total Cost for the Entire System:	$175,885.00 (Revenue System + Freight)

Total Cost for both Sumter & Lady Street: $337,391.00 (Sumter & Lady Revenue Systems + Freight)

(RFP Software Purchase Covers New Facilities / Lanes at No Additional Cost)

Revenue Parking Systems Costs

BASE SCOPE ONE TIME FEES

		2018 Fees	2019 Fees	2020 Fees	2021 Fees	2022 Fees	2023 Fees
1 **Sumter St Parking Garage**							
a) Revenue Parking System		$161,506.00					
b) Hotel Package (2 hotels)		INCLD					
c) Freight		INCLD					
	Subtotal	$161,506.00					
2 **Lady St Parking Garage**							
a) Revenue Parking System		$175,885.00					
b) Freight		INCLD					
	Subtotal	$175,885.00					
BASE SCOPE ONE TIME FEES		**$337,391.00**					
1 Hosted Cloud Solution (assumes opex pmt. w/RFP)		$ -	$0.00	$0.00	$0.00	$0.00	$0.00
(Covers up to 25 Lanes)	Subtotal	$ -					
(Assumes opex pmt. w/RFP)							
2 Warranty		$0.00	$0.00	$ 16,756.00	$ 17,259.00	$ 17,777.00	$ 18,310.00
(First two years in revenue system price)	Subtotal	$0.00					

TOTAL COST FOR 2018	**$337,391.00**					
TOTAL COST FOR 2019		**$0.00**				
TOTAL COST FOR 2020			**$16,756.00**			
TOTAL COST FOR 2021				**$17,259.00**		
TOTAL COST FOR 2022					**$17,777.00**	
TOTAL COST FOR 2023						**$18,310.00**

ITR Parking Solutions, Inc.

3346 Montreal Station, Tucker, GA 30084

Contact: PETE R. HOBBS

Mobile No.: (404) 276-7286

Email: PHOBBS@ITRPS.COM

PARKING SOLUTIONS >>>>>> DRIVING SUCCESS

2018 PROPOSAL

Proposal No.: *Please Indicate No. Upon Order*	CSC_SSP-1.02
Date:	Thursday, July 5, 2018
Reference:	SUMTER STREET; PARCS

Client/Buyer:	CITY OF COLUMBIA SOUTH CAROLINA	CITY OF COLUMBIA SOUTH CAROLINA
Department:	DEPARTMENT OF PARKING SERVICES	DEPARTMENT OF PROCUREMENT & CONTRACTS
Client Name:	SHANNON GREENE	PARKING FACILITY
Address:	1800 MAIN STREET-2ND FLOOR COLUMBIA, SOUTH CAROLINA 29201	1400 SUMTER STREET COLUMBIA, SOUTH CAROLINA 29201
Phone No.:	(803) 545-3278	Email: MSGREENE@COLUMBIASC.NET

PART No.	QTY	DESCRIPTION	UNIT	EXTND	DISCOUNTED NET
		SUMTER MAIN ENTRANCE PLAZA; 1-LANE			
RM-100UG	1	PEDESTAL, SNGL-HEAD STL BLK; 42"H	$ 216.00	$ 216.00	
DT000PML	1	AMANO, DUAL-TECH READER; MAG & PROX	$ 2,592.00	$ 2,592.00	
O-2000/0S1	1	AMANO, OPUS SERIES, ENTRY STATION	$ 12,500.00	$ 12,500.00	
O-0120/000	1	AMANO, PROX READER RP40; BUILT-IN	$ 600.00	$ 600.00	
O-0120/000	1	AMANO, FLEXSCAN BARCODE IMAGER; BUILT-IN	$ 1,000.00	$ 1,000.00	
1008131020	1	STENTOFON, IP SUBSTATION; BUILT-IN	$ 678.00	$ 678.00	
RCO-1010	1	MAG MICRODRIVE BARRIER GATE; 10'	$ 2,028.00	$ 2,028.00	
NCO10	1	MAG, SPARE BARRIER ARM; 10'	$ 90.00	$ 90.00	
		ALLEYWAY MAIN ENTRANCE PLAZA; 1-LANE			
RM-100UG	1	PEDESTAL, SNGL-HEAD STL BLK; 42"H	$ 216.00	$ 216.00	
DT000PML	1	AMANO, DUAL-TECH READER; MAG & PROX	$ 2,592.00	$ 2,592.00	
O-2000/0S1	1	AMANO, OPUS SERIES, ENTRY STATION	$ 12,500.00	$ 12,500.00	
O-0120/000	1	AMANO, PROX READER RP40; BUILT-IN	$ 600.00	$ 600.00	
O-0120/000	1	AMANO, FLEXSCAN BARCODE IMAGER; BUILT-IN	$ 1,000.00	$ 1,000.00	
1008131020	1	STENTOFON, IP SUBSTATION; BUILT-IN	$ 678.00	$ 678.00	
RCO-1010	1	MAG MICRODRIVE BARRIER GATE; 10'	$ 2,028.00	$ 2,028.00	
NCO10	1	MAG, SPARE BARRIER ARM; 10'	$ 90.00	$ 90.00	

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ITR of Georgia, Inc.

3346 Montreal Station, Tucker, GA 30084

Contact: PETE R. HOBBS

Mobile No.: (404) 276-7286

Email: PHOBBS@ITRPS.COM

ITR PARKING SOLUTIONS >>>>>> DRIVING SUCCESS

2018 PROPOSAL	
RFP No.:	CSC_SSP-1.02
Date:	Thursday, July 5, 2018
Reference:	SUMTER STREET; PARCS

Department:	DEPARTMENT OF PARKING SERVICES		CITY OF COLUMBIA SOUTH CAROLINA
Client Name:	SHANNON GREENE	Email:	MSGREENE@COLUMBIASC.NET

PART No.	QTY	DESCRIPTION	UNIT	EXTND	DISCOUNTED NET
		SUMTER MAIN EXIT PLAZA; 2-LANES			
RM-100UG	2	PEDESTAL, SNGL-HEAD STL BLK; 42"H	$ 216.00	$ 432.00	
DT000PML	2	AMANO, DUAL-TECH READER; MAG & PROX	$ 2,592.00	$ 5,184.00	
O-7700/0S1	2	AMANO, OPUS SERIES PAY-IN-LANE w/EMV	$ 41,000.00	$ 82,000.00	
O-0170/000	2	AMANO, FLEXSCAN BARCODE IMAGER; BUILT-IN	$ 1,000.00	$ 2,000.00	
O-0170/000	2	AMI, PROXIMITY READER, HID RP40; BUILT-IN	$ 600.00	$ 1,200.00	
1008131020	2	STENTOFON, IP SUBSTATION; BUILT-IN	$ 678.00	$ 1,356.00	
O-5700/1K1	1	AMANO, OPUS SERIES, POS TERMINAL; EMV	$ 7,500.00	$ 7,500.00	
O-9000/0B0	1	AMANO, OPUS POS BARCODE READER & VALIDATOR	$ 7,000.00	$ 7,000.00	
O-0150/000	1	AMANO, OPUS PAX S300 EMV TERMINAL KIT	$ 700.00	$ 700.00	
O-0150/000	1	AMANO, FLEXSCAN BARCODE IMAGER OPUS-5000	$ 1,000.00	$ 1,000.00	
AGP-5910/A7	1	AMI, POS TERMINAL, FEE INDICATOR; WALL MNT	$ 1,200.00	$ 1,200.00	
RCO-1010	2	MAG MICRODRIVE BARRIER GATE; 10'	$ 2,028.00	$ 4,056.00	
NCO10	2	MAG, SPARE BARRIER ARM; 10'	$ 90.00	$ 180.00	
		HOTEL PACKAGE; 2-HOTELS			
AMS3351IPB	2	AMANO, HOTEL TOUCH TERMINAL, w/ENCODER	$ 20,000.00	$ 40,000.00	
		IP INTERCOM LICENSING			
1009641006	1	STENTOFON ALPHACOM LICENSE'S	$ 1,000.00	$ 1,000.00	
		PARCS HARDWARE-SUBTOTAL		$ 194,216.00	$
		PARC SYSTEM IMPLEMENATION; OTHER			
INSTALL01	1	INSTALLATION, MATERIALS, SURGE & EDU	$ 21,340.00	$ 21,340.00	
FRT	1	SHIPPING & FREIGHT ALLOWANCE	$ 1,880.00	$ 1,880.00	
PB	1	PERFORMANCE BONDING; (50% FACTORED)	$ 3,987.00	$ 3,987.00	
		IMPLEMENTATION-SUBTOTAL		$ 27,207.00	$
		SUMTER ST. GARAGE TOTAL REVENUE SYSTEM		$ 221,423.00	$ 161,506.00

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ITR Parking Solutions, Inc.

3346 Montreal Station, Tucker, GA 30084

Contact: PETE R. HOBBS

Mobile No.: (404) 276-7286

Email: PHOBBS@ITRPS.COM

PARKING SOLUTIONS >>>>>> DRIVING SUCCESS

2018 PROPOSAL	
Proposal No.: *Please Indicate No. Upon Order*	CSC_LSP-1.02
Date:	Thursday, July 5, 2018
Reference:	LADY STREET; PARCS

Client/Buyer:	CITY OF COLUMBIA SOUTH CAROLINA	CITY OF COLUMBIA SOUTH CAROLINA
Department:	DEPARTMENT OF PARKING SERVICES	DEPARTMENT OF PROCUREMENT & CONTRACTS
Client Name:	SHANNON GREENE	PARKING FACILITY
Address:	1800 MAIN STREET-2ND FLOOR COLUMBIA, SOUTH CAROLINA 29201	1400 SUMTER STREET COLUMBIA, SOUTH CAROLINA 29201
Phone No.:	(803) 545-3278	Email: MSGREENE@COLUMBIASC.NET

PART No.	QTY	DESCRIPTION	UNIT	EXTND	DISCOUNTED NET
		LADY ST. MAIN ENTRY/EXIT PLAZA; 4-LANES			
O-2000/0S1	2	AMANO, OPUS SERIES, ENTRY STATION	$ 12,500.00	$ 25,000.00	
O-0120/000	2	AMANO, PROX READER RP40; BUILT-IN	$ 600.00	$ 1,200.00	
O-0120/000	2	AMANO, FLEXSCAN BARCODE IMAGER; BUILT-IN	$ 1,000.00	$ 2,000.00	
1008131020	2	STENTOFON, IP SUBSTATION; BUILT-IN	$ 678.00	$ 1,356.00	
O-7700/0S1	2	AMANO, OPUS SERIES PAY-IN-LANE w/EMV	$ 41,000.00	$ 82,000.00	
O-0170/000	2	AMANO, FLEXSCAN BARCODE IMAGER; BUILT-IN	$ 1,000.00	$ 2,000.00	
O-0170/000	2	AMI, PROXIMITY READER, HID RP40; BUILT-IN	$ 600.00	$ 1,200.00	
1008131020	2	STENTOFON, IP SUBSTATION; BUILT-IN	$ 678.00	$ 1,356.00	
O-5700/1K1	1	AMANO, OPUS SERIES, POS TERMINAL; EMV	$ 7,500.00	$ 7,500.00	
O-9000/0B0	1	AMANO, OPUS POS BARCODE READER & VALIDATOR	$ 7,000.00	$ 7,000.00	
O-0150/000	1	AMANO, OPUS PAX S300 EMV TERMINAL KIT	$ 700.00	$ 700.00	
O-0150/000	1	AMANO, FLEXSCAN BARCODE IMAGER OPUS-5000	$ 1,000.00	$ 1,000.00	
AGP-5910/A7	1	AMI, POS TERMINAL, FEE INDICATOR; WALL MNT	$ 1,200.00	$ 1,200.00	
RCO-1010	4	MAG MICRODRIVE BARRIER GATE; 10'	$ 2,028.00	$ 8,112.00	
NCO10	4	MAG, SPARE BARRIER ARM; 10'	$ 90.00	$ 360.00	

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ITR of Georgia, Inc.
3346 Montreal Station, Tucker, GA 30084
Contact: PETE R. HOBBS
Mobile No.: (404) 276-7286
Email: PHOBBS@ITRPS.COM

PARKING SOLUTIONS >>>>>> DRIVING SUCCESS

2018 PROPOSAL	
RFP No.:	CSC_LSP-1.02
Date:	Thursday, July 5, 2018
Reference:	LADY STREET; PARCS

Department:	DEPARTMENT OF PARKING SERVICES		DEPARTMENT OF PARKING SERVICES
Client Name:	SHANNON GREENE	Email:	MSGREENE@COLUMBIASC.NET

PART No.	QTY	DESCRIPTION	UNIT	EXTND	DISCOUNTED NET
		ASSEMBLY MAIN ENTRY/EXIT PLAZA; 2-LANES			
O-2000/0S1	1	AMANO, OPUS SERIES, ENTRY STATION	$ 12,500.00	$ 12,500.00	
O-0120/000	1	AMANO, PROX READER RP40; BUILT-IN	$ 600.00	$ 600.00	
O-0170/000	1	AMANO, FLEXSCAN BARCODE IMAGER; BUILT-IN	$ 1,000.00	$ 1,000.00	
1008131020	1	STENTOFON, IP SUBSTATION; BUILT-IN	$ 678.00	$ 678.00	
O-7700/0S1	1	AMANO, OPUS SERIES PAY-IN-LANE w/EMV	$ 41,000.00	$ 41,000.00	
O-0170/000	1	AMANO, FLEXSCAN BARCODE IMAGER; BUILT-IN	$ 1,000.00	$ 1,000.00	
O-0170/000	1	AMI, PROXIMITY READER, HID RP40; BUILT-IN	$ 600.00	$ 600.00	
1008131020	1	STENTOFON, IP SUBSTATION; BUILT-IN	$ 678.00	$ 678.00	
RCO-1010	2	MAG MICRODRIVE BARRIER GATE; 10'	$ 2,028.00	$ 4,056.00	
NCO10	2	MAG, SPARE BARRIER ARM; 10'	$ 90.00	$ 180.00	
		IP INTERCOM LICENSING			
1009641006	1	STENTOFON ALPHACOM LICENSE'S	$ 1,000.00	$ 1,000.00	
		PARCS HARDWARE-SUBTOTAL		$ 205,276.00	$
		PARC SYSTEM IMPLEMENATION; OTHER			
INSTALL01	1	INSTALLATION, MATERIALS, SURGE & EDU	$ 24,850.00	$ 24,850.00	
FRT	1	SHIPPING & FREIGHT ALLOWANCE	$ 1,721.00	$ 1,721.00	
PB	1	PERFORMANCE BONDING; (50% FACTORED)	$ 4,342.00	$ 4,342.00	
		IMPLEMENTATION-SUBTOTAL		$ 30,913.00	$
		LADY ST. GARAGE TOTAL REVENUE SYSTEM		$ 236,189.00	$ 175,885.00

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We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve the Purchase of Bill Printing, Postage, and Archiving Services, as requested by Columbia Water. Award to Laser Print Plus, a certified Local Business Enterprise, in an amount not to exceed $861,000.00. This firm is located in Columbia, SC.**

REQUISITION NO.: **R191366**

FINANCIAL IMPACT: **Funding Sources: Customers Service-Special Contracts: 5511407-638300, Customers Service-Postage and Delivery: 5511407-631100. The original budgeted amount is $861,000.00.**

ORIGINAL BUDGET: **$861,000.00**

BUSINESS PROGRAM: **Local Business Enterprise Program**

STRATEGIC GOALS: **Provide high quality municipal services**

Six (6) bids were received for utility and parking bill printing, postage and archiving services (BID#015-15-16) as requested by Columbia Water. The services began July 1, 2016 and will end on June 30, 2019 with an option to extend for two (2) additional one year periods. This request is for year 3 of the initial 3 year contract.

Laser Print Plus, a certified LBE, was not the low bidder, but met the LBE preference requirements.

ATTACHMENTS:

- **#a:** Bid 015-15-16 Bid Tabulation (PDF)
- #b: Bid 015-15-16 information (PDF)
- #c: Use of LBE Policy (PDF)

Bid Tabulation Report
BID015-15-16: Utility and Parking Bills Printing Services
Thursday, May 26, 2016

Item #	Product Code	Product Description	Quantity	Unit Price	Extended
Bidder ID: B002279 - Envelopes and Forms, Inc.					
2505 Meadowbrook Parkway Duluth, GA 30096-4638			Terms and Conditions: I Agree Noncollusion: Y Local Preference: No AMENDMENT: N Certified Local Vendor: N		
1	96600	Utility and Parking Bills Printing, Postage and Archiving Se	1.00	0.00	0.00
		Total Envelopes and Forms, Inc.			**0.00**
Bidder ID: B002280 - Municode					
1700 Capitol Cir. Tallahassee, FL 32312-			Terms and Conditions: I Agree Noncollusion: Y Local Preference: No AMENDMENT: Y Certified Local Vendor: N		
1	96600	Utility and Parking Bills Printing, Postage and Archiving Se	1.00	1,615,495.00	1,615,495.00
		Total Municode			**1,615,495.00**
Bidder ID: B002281 - Level One, LLC					
3 Great Valley Parkway Malvern, PA 19355			Terms and Conditions: I Agree Noncollusion: Y Local Preference: No AMENDMENT: Y Certified Local Vendor: N		
1	96600	Utility and Parking Bills Printing, Postage and Archiving Se	1.00	1,388,613.16	1,388,613.16
		Total Level One, LLC			**1,388,613.16**
Bidder ID: B002282 - Laser Print Plus, Inc.					
1261 1st Street South Extension Columbia, SC 29209-			Terms and Conditions: I Agree Noncollusion: Y Local Preference: Yes AMENDMENT: Y Certified Local Vendor: N		
1	96600	Utility and Parking Bills Printing, Postage and Archiving Se	1.00	1,432,237.20	1,432,237.20
		Total Laser Print Plus, Inc.			**1,432,237.20**
Bidder ID: B002283 - Pinnacle Data Systems					
			Terms and Conditions: I Agree Noncollusion: Y Local Preference: No AMENDMENT: Y		

Note: *The bid tabulation above may reflect the apparent low bidder; however an evaluation will be done to determine if the bid meets all bid requirements before an award is made.*

Bid Tabulation Report
BID015-15-16: Utility and Parking Bills Printing Services
Thursday, May 26, 2016

Item #	Product Code	Product Description	Quantity	Unit Price	Extended
			Certified Local Vendor: N		
1	96600	Utility and Parking Bills Printing, Postage and Archiving Se	1.00	1,655,766.60	1,655,766.60
		Total Pinnacle Data Systems			**1,655,766.60**

Bidder ID: B002284 - SouthData

201 Technology Lane
My. Airy, NC 27030-

Terms and Conditions: I Agree
Noncollusion: Y
Local Preference: No
AMENDMENT: Y
Certified Local Vendor: N

1	96600	Utility and Parking Bills Printing, Postage and Archiving Se	1.00	1,488,049.36	1,488,049.36
		Total SouthData			**1,488,049.36**

Bidder ID: B002285 - QuestMark Information Management, Inc.

Terms and Conditions: I Agree
Noncollusion: N
Local Preference: No
AMENDMENT: N
Certified Local Vendor: N

1	96600	Utility and Parking Bills Printing, Postage and Archiving Se	1.00	7,511,033.44	7,511,033.44
		Total QuestMark Information Management			**7,511,033.44**

Note: The bid tabulation above may reflect the apparent low bidder; however an evaluation will be done to determine if the bid meets all bid requirements before an award is made.

Submit Responses Online using the City of Columbia's Bid Online Phone Number: (803)545-3470	CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT

Date: May 6, 2016	Bids will be opened at 3:00 P.M. on 5/24/16 and may not be withdrawn within 60 days after such date and time.	Bid No: 015-15-16

Bid Title: Utility and Parking Bills Printing, Postage and Archiving Services	Reason For No Bid:
Vendor Name:	
Vendor Mailing Address:	
City-State-Zip:	
Telephone No:	
Fax No:	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

_____
AUTHORIZED SIGNATURE (MANUAL)

_____
AUTHORIZED SIGNATURE/TITLE (TYPED)

_____
E-MAIL ADDRESS

General Conditions

Electronic Bids: All bids must be submitted using the Bid Online System. Bids not submitted on the Bid Online System may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.

2. NO BID: If not submitting a bid, respond by indicating no-bid using bid online and explain the reason in the space provided for comments.

3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of bid online. Bid tabulations will not be provided by telephone.

4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.

A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.

E. Invoicing & Payment: The contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

PURCHASING DIVISION
1136 WASHINGTON STREET 4TH Floor
COLUMBIA, S.C. 29201

I N V I T A T I O N F O R B I D S

Sealed bids for **Utility and Parking Bills Printing, Postage and Archiving Services** are subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using Bid Online until 3:00 (P.M.) May 24, 2016 then publicly opened and read. The commodities and/or services must be furnished as described and specified for Water Customer Service and Parking Services. All prices must include the cost of transportation.

Bid No. **015-15-16**

By: *LaWana Robinson-Lee,* Senior Buyer
LaWana Robinson-Lee, CPPO, CPPB

QUANTITIES/COMMODITIES, OR SERVICES	UNIT PRICE DOLLAR CENTS*
Utility and Parking Bills Printing, Postage and Archiving Services Per described specifications	$_____ ***This is the amount from page 13**

*Price is to be entered onto Bid Online. **DO NOT** include the sales tax in the price.

Award will be made to the lowest responsive and responsible bidder.

The initial contract period shall be for three (3) years beginning July 1, 2016 and terminate on June 30, 2019. There will be an option to extend for two (2) additional one year periods. The total contract period, including the option to extend shall not exceed five years.

There will be a non-mandatory pre-bid meeting on Thursday May 12, 2016 at 10:00 AM in the Purchasing Division located at 1136 Washington Street,4th floor, Columbia, SC 29201.

Note:

1. **In addition to submitting bid response using Bid Online, vendor will also attach to Bid Online, mail, and/or hand deliver pages 1, 4, and 10-15 of bid package before bid opening. If delivering package it must be clearly be marked BID# 015-15-16 Utility and Parking Bills Services.**
2. **All questions must be submitted to Bid Online by May 16, 2016 at 12:00 P.M.**
3. **All bids (pricing) must be submitted online.**

NOTICE TO BIDDERS: Bids must be submitted online. Bids made otherwise will be subject to rejection. All taxes on any item that the City may be required to pay must be shown separately, not included in the price bid.

CITY OF COLUMBIA
PURCHASING DIVISION

Memorandum

To: Ms. Teresa Wilson, City Manager

CC: Mr. Jeff Palen, Chief Financial Officer and ACM
Mr. Terence Murchison, Sr., Chief Information Officer
Ms. Carmen Flemming, Senior Business System Analyst
Ms. Angela Adams, Customer Service Center Director

From: Sandra A. Wright, CPPB, Purchasing Agent
Purchasing Division

Date: June 2, 2016

Subject: Utility and Parking Bill Printing, Postage and Archiving Services

The proposed award for the above referenced services is recommended for approval to be awarded to Laser Print Plus, a certified Local Business Enterprise (LBE). The recent invoking of the local LBE preference resulted in a price match by a certified LBE and subsequently our recommendation to award this procurement to a local vendor vs. the out-of-state competitor (low bidder). The price match was fairly significant at $43,624.04 and met the 5% LBE requirement so we wanted to bring this procurement to your attention.

Also, the proposed awardee, Laser Print Plus, is the incumbent and has provided outstanding service to the City under the current agreement for the services outlined herein. It is my understanding that if this was awarded to another vendor, the cost to the city would have been significantly increased. The initial set-up, transfer costs and many other steps needed to ensure compliance compatibility would have resulted in a higher cost due to upfront expenses required by the City in both staffing and other resources.

Although the current vendor has successfully provided the services needed for several years, it was and still is our duty as good stewards of taxpayer dollars to release a new procurement to further check the market and ensure that the prices are competitive with other suppliers cost for similar services. We will continue to do our due diligence as we all work together and further promote the use of local and also historically underutilized disadvantaged businesses in accordance with established guidelines, goals and objectives.

In closing and based on the six (6) bids received, we were pleased that we have received sufficient competition and would like to proceed with this award to Laser Print Services for an initial term of three years with two additional annual options. Thanking you in advance for your time, consideration and approval of this procurement request. If you have any further questions regarding this request, please do not hesitate to contact us at (803) 545-3470. SAW

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve Contract Amendment # 2 for Project SS6857; Sewer Rehabilitation and Replacement Services for the Olympia Sub-Basin Divisions 1 & 2, as requested by Columbia Water. Award to W.K. Dickson & Company, Inc. in the amount of $81,900.00.**

PURPOSE: **This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. HPG, a Small Business Enterprise located in Columbia, SC is the Protégé and will provide design and construction management services associated with Division 2 at 26.86% ($22,000.00) of the contract amendment value.**

REQUISITION NO.: **R158793**

FINANCIAL IMPACT: **Funding Source: 5529999-SS6857-658650 Water and Sewer Capital Projects – Olympia Subdiv-SSES Study Capital Project Costs. The original budget amount is $81,900.00.**

ORIGINAL BUDGET: **$81,900.00**

BUSINESS PROGRAM: **Mentor Protege Program**

CLEAN WATER 2020?: **Yes**

STRATEGIC GOALS: **Foster a healthy quality of life, Provide high quality municipal services**

W.K. Dickson is providing technical engineering support to the City for sewer rehabilitation and replacement for the Olympia Sub-basin (Divisions 1 & 2). The Sewer System Evaluation Study (SSES) is to identify problems that may lead to sanitary sewer overflows.

Agreement	Amount	Sub-consulting participation	Sub-consulting participation percentage	DBE participation	DBE participation percentage
Original Agreement	$500,000.00	$100,000.00	20%	$100,000.00	20%

Contract Amendment #1	$152,150.00	$13,200.00	8.67%	$13,200.00	8.67%
Contract Amendment #2	$81,900.00	$22,000.00	26.86%	$22,000.00	26.86%
Revised Total Amount	$734,050.00	$135,200.00	18.41%	$135,200.00	18.41%

Services to be performed are outside City limits. The Office of the City Attorney has approved the Amendment. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** W.K. Dickson.2018.SS6857.OlympiaSubBasin1&2.CA2.nj (PDF)

Agreement for Engineering Services
Sewer Rehabilitation and Replacement for the Olympia Sub-basin (Division 1 & 2)
Project Funding Number: 5529999-SS6857-658650

W. K. Dickson & Company, Inc. and City of Columbia, SC

Contract Amendment # 2

April 3, 2018

Description of Change: Request a change in the Agreement for Engineering Services between the City of Columbia (City) and W. K. Dickson & Company, Inc. (Engineer) dated August 19, 2014 (Agreement) to compensate the Engineer for providing technical engineering support to the City for sewer rehabilitation and replacement for the Olympia Sub-basin (Divisions 1 & 2). The Sewer System Evaluation Study (SSES) is to identify problems that may lead to sanitary sewer overflows.

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:	$500,000.00
Previous Change Orders:	$152,150.00
This Change (addition):	$ 81,900.00
Revised Contract Price:	$734,050.00

Additional funds are to be provided in the following manner: 5529999-SS6857-658650

This Change is Acceptable:

W. K. Dickson & Company, Inc.:

Terry A. Macaluso — Signature
Terry A. Macaluso, PE, Vice President — (Please Print Name)
July 17, 2018 — Date

City of Columbia:

By: _____ — Joseph D. Jaco, P.E., Director of Utility Operations — 7-19-18 — Date

By: _____ — Clint Shealy, P.E. Assistant City Manager for Columbia Water — 7/30/18 — Date

By: _____ — Sandra Wright, CPPB, Director of Procurement & Contracts/Purchasing Agent — 8/1/18 — Date

Approval of Change: _____ — Teresa Wilson, City Manager — Date

W.K. Dickson.2018.SS6857.Olympia. Sub.Basin.1.&.2.CA2.kr.doc

APPROVED AS TO FORM
Legal Department City of

WK DICKSON
community infrastructure consultants

December 18, 2017

Mr. John Riggs, PE
Wastewater Engineer
City of Columbia
Utilities and Engineering
1136 Washington Street
Columbia, South Carolina 29201

Re: SS6857- Sewer Rehabilitation & Replacement for the Olympia Sub-Basin (Division I & II)
Contract Amendment 2
WKD Project #20140094.00.CA

Dear Mr. Riggs:

This letter is a follow-up to our original letter of June 21, 2016 for additional work performed and associated fees. Additionally, your original reply letter of August 8, 2017 was utilized for our meeting of August 16, 2017, as well as our response letter of August 17, 2017 which documented our agreed upon fees for these additional services.

Per your request, we are following up with this additional letter, providing more condensed descriptions along with tables (using the Divisions and Tasks from the original Contract) for each item as previously outlined within the above referenced letters.

Future Work:

Item 9b – Pipe Bursting Option in lieu of relocations - The City would like WKD to consider pipe bursting as an option to relocating some of the lines originally outlined in the PDR. WKD/HPG will reassess specific locations for this option for cost saving considerations. The above work will result in a $16,500 fee increase for the following Divisions & Tasks as outlined in the table below:

Task Item- Division I	Original Cost	Item 9b Change Cost
1	$ 85,000	$ -
2	$ 25,000	$ -
3	$115,000	$ 1,500
4	$ 20,000	$ 5,000
5	$ 40,000	$ 5,000
6	$ 10,000	$ -
7	$ 10,000	$ -
8	$ 60,000	$ -
9	$ -	$ -
10	$ 10,000	$ -
Total Division I	$ 375,000	$ 11,500

Task Item- Division II	Original Cost	Item 9b Change Cost
100	$ 10,000	$ -
200	$ 15,000	$ 2,000
300	$ 60,000	$ -
400	$ 5,000	$ -
500	$ 20,000	$ 3,000
600	$ 15,000	$ -
700	$ -	$ -
800	$ -	$ -
900	$ -	$ -
10000	$ -	$ -
Total Division II	$ 125,000	$ 5,000

Item 10b - Additional progress meetings, progress reports and minutes. We anticipate that an additional four (4) meetings (with progress reports and minutes) will be required for the extension of this project to complete the design phase. The above work will result in a $5,400 fee increase for the following Divisions & Tasks as outlined in the table below:

Task Item- Division I	Original Cost	Item 10b Change Cost
1	$ 85,000	$ 2,700
2	$ 25,000	$ -
3	$115,000	$ -
4	$ 20,000	$ -
5	$ 40,000	$ -
6	$ 10,000	$ -
7	$ 10,000	$ -
8	$ 60,000	$ -
9	$ -	$ -
10	$ 10,000	$ -
Total Division I	$ 375,000	$ 2,700

Task Item- Division II	Original Cost	Item 10b Change Cost
100	$ 10,000	$ 2,700
200	$ 15,000	$ -
300	$ 60,000	$ -
400	$ 5,000	$ -
500	$ 20,000	$ -
600	$ 15,000	$ -
700	$ -	$ -
800	$ -	$ -
900	$ -	$ -
10000	$ -	$ -
Total Division II	$ 125,000	$ 2,700

Item 11 – Additional Easement Documents – The initial contract has a total of 20 easements for the project. It is anticipated that 80 additional easements are required. WKD/HPG proposes to complete these 80 additional easements. The above work will result in a $60,000 fee increase for the following Divisions & Tasks as outlined in the table below:

Task Item- Division I	Original Cost	Item 11 Change Cost
1	$ 85,000	$ -
2	$ 25,000	$ -
3	$115,000	$ -
4	$ 20,000	$ -
5	$ 40,000	$ -
6	$ 10,000	$ -
7	$ 10,000	$ -
8	$ 60,000	$ -
9	$ -	$ -
10	$ 10,000	$ -
Total Division I	$ 375,000	$ -

Task Item- Division II	Original Cost	Item 11 Change Cost
100	$ 10,000	$ 5,000
200	$ 15,000	$ -
300	$ 60,000	$ 55,000
400	$ 5,000	$ -
500	$ 20,000	$ -
600	$ 15,000	$ -
700	$ -	$ -
800	$ -	$ -
900	$ -	$ -
10000	$ -	$ -
Total Division II	$ 125,000	$ 60,000

The table shown below is a consolidation of the compensation for all the above item numbers, grouped by each Division & Task numbers consistent with the original contract. This total compensation of $ 81,900 is for services detailed by Amendment 2.

Total Additional Compensation for Items 9b – 11 detailed by Task			
Task	**Division I**	**Task**	**Division II**
1	$ 2,700	100	$ 7,700
2	$ -	200	$ 2,000
3	$ 1,500	300	$ 55,000
4	$ 5,000	400	$ -
5	$ 5,000	500	$ 3,000
6	$ -	600	$ -
7	$ -	700	$ -
8	$ -	800	$ -
9	$ -	900	$ -
10	$ -	10000	$ -
Total Division I	$ 14,200	Total Division II	$ 67,700

The above information is additionally shown within **Exhibit B – 1** attached. Also, the new total compensation for this project is reflected within **Exhibit B – 2.**

A new project schedule for this Amendment is reflected within **Exhibit C – 1.**

HPG and Company is the Protégé Firm for this project. The Protégé and Sub-Consultant percentages and amounts are listed in the table below. Also, the adjusted subconsultant fees and percentages are reflected within **Exhibit D – 1.**

	Total Contract Amount	HPG and Company Consulting Engineers, Inc. Amount (Protégé)	% of Contract Amount
Original Contract	$ 500,000	$ 100,000	20%
CA #1	$ 152,150	$ 13,200	9%
CA #2	$ 81,900	$ 22,000	27%
New Total Contract Amount	$ 734,050	$ 135,200	18.4%

Sincerely,

W.K. Dickson & Co., Inc.

Jamie Wright

Jamie Wright, PE
Senior Project Manager

cc: David Pond, PE – W.K. Dickson & Co., Inc.
Terry Macaluso, PE – W.K. Dickson & Co., Inc.

EXHIBIT B - 1

COMPENSATION FOR AMENDMENT 2

Sewer Rehabilitation and Replacement for the Olympia Sub-basin
(Division I and Division II)
City of Columbia, South Carolina
CIP SS6857

Amendment 2

Task	Description	Hours	Total
	Division I		
1.0	Project Management and Administration (Assessment and Design)	15	$ 2,700
2.0	Data Management	-	-
3.0	Sewer Assessment	10	$ 1,500
4.0	Sewer Assessment Results and Preliminary Design Report	50	$ 5,000
5.0	Rehabilitations Implementation	40	$ 5,000
6.0	Permitting	-	-
7.0	Project Bidding	-	-
8.0	General Services During Construction	-	-
9.0	Full Time Construction Inspection	-	-
10.0	Final Completion	-	-
	Total Division I	115	**$ 14,200**
	Division II		
100	Evaluation and Design Phase Administration	95	$ 7,700
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	20	$ 2,000
300	Survey and Utilities Mapping	215	$ 55,000
400	Geotechnical Investigation	-	-
500	Final Design	25	$ 3,000
600	Permits and Property	-	-
700	Bidding and Award	-	Included in Div. I
800	Engineering Service During Construction	-	Included in Div. I
900	Full Time Construction Inspection	-	N/A
1000	Project Closeouts	-	Included in Div. I
	Total Division II	355	**$ 67,700**
	Total of Contract Amendment (Division I + Division II)		**$ 81,900**

EXHIBIT B - 2

TOTAL COMPENSATION FOR AMENDMENT 2

Sewer Rehabilitation and Replacement for the Olympia Sub-basin
(Division I and Division II)
City of Columbia, South Carolina
CIP SS6857

Total Compensation = Original Contract + Amendment 1+Amendment 2

Task	Description	Original Contract Amount	Prior Amendments	Current Amendment	Total
	Division I				
1.0	Project Management and Administration (Assessment and Design)	$ 85,000	$ 28,050	$ 2,700	$ 115,750
2.0	Data Management	$ 25,000	$ 6,500	-	$ 31,500
3.0	Sewer Assessment	$ 115,000	$ 35,900	$ 1,500	$ 152,400
4.0	Sewer Assessment Results and Preliminary Design Report	$ 20,000	$ 25,700	$ 5,000	$ 50,700
5.0	Rehabilitations Implementation	$ 40,000	$ 11,400	$ 5,000	$ 56,400
6.0	Permitting	$ 10,000	-	-	$ 10,000
7.0	Project Bidding	$ 10,000	-	-	$ 10,000
8.0	General Services During Construction	$ 60,000	$ 4,000	-	$ 64,000
9.0	Full Time Construction Inspection	-	-	-	-
10.0	Final Completion	$10,000	$ 3,600	-	$ 13,600
	Total Division I	**$ 375,000**	**$ 115,150**	**$ 14,200**	**$ 504,3..**
	Division II				
100	Evaluation and Design Phase Administration	$ 10,000	$ 5,900	$ 7,700	$ 23,600
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	$ 15,000	$ 2,250	$ 2,000	$ 19,250
300	Survey and Utilities Mapping	$ 60,000	$ 23,600	$ 55,000	$ 138,600
400	Geotechnical Investigation	$ 5,000	$ 2,500	-	$ 7,500
500	Final Design	$ 20,000	$ 2,750	$ 3,000	$ 25,750
600	Permits and Property	$ 15,000	-	-	$ 15,000
700	Bidding and Award	Inc. in Div. I	-	-	-
800	Engineering Service During Construction	Inc. in Div. I	-	-	-
900	Full Time Construction Inspection	-	-	-	-
1000	Project Closeouts	Inc. in Div. I	-	-	-
	Total Division II	**$125,000**	**$ 37,000**	**$ 67,700**	**$ 229,700**
	Total of Contract (Division I + Division II)	**$ 500,000**	**$ 152,150**	**$ 81,900**	**$ 734,050**
	% of Contract to Subconsultants	-			
	% of Contract to Protégé	$ 100,000 (20%)	$ 13,200 (9%)	$ 22,000 (27%)	$ 135,200 (18.4%)

Compensation is based on the assumptions indicated in Exhibit A. Additional services will be performed based on the Hourly Rate Schedule in Exhibit L once approved by the CITY.

EXHIBIT C – 1

AMENDMENT 2 SCHEDULE (Revised December 14, 2017)

Sewer Rehabilitation and Replacement for the Olympia Sub-basin
(Division I and Division II)
City of Columbia, South Carolina
CIP SS6857

Activity	Duration*
City Review and Comment of Previous Design Documents (Remaining Conflicts) – Reassessment of relocations for conflicts	30 days
Final Design documents (based on re-assessment of conflicts; revisions for pipe bursting). Includes drawings for relocates (plans, profiles), rehabilitations, research/survey/preparation of easements, and specs.	150 days (180 days total)
Permitting and Final City Review and Approval associated with proposed relocation and rehabilitation documents.	60 days (240 days total)
Project Bidding and Award	60 days** (300 days total)
Project Construction	240 days (540 days total)
Project Closeout/Final Completion	60 days (600 days total)

*Duration (days) begin upon the issuance of the official Notice-to-Proceed date issued by the City of Columbia.

**The City of Columbia to secure permissions & hold harmless agreements and easements from necessary property owners prior to project bidding.

EXHIBIT D – 1

SUBCONSULTANT INFORMATION FOR AMENDMENT 2

Sewer Rehabilitation and Replacement for the Olympia Sub-basin
(Division I and Division II)
City of Columbia, South Carolina
CIP SS6857

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 & Telephone #	Group (MBE, FBE, SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services*
HPG and Company, Inc. 1432 Sunset Blvd; West Columbia, South Carolina 29169	803-739-2888	SBE	Design and Construction Management Services associated with Division II	$ 22,000

*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.

COLUMBIA
SOUTH CAROLINA

Mentor Protégé Program Implementation Plan

Date: 12-14-2017 (modified for Amendment 2)

Mentor: W.K. Dickson & Co., Inc.

Protégé: HPG & Company Consulting Engineers, Inc.

Project Number: CIP SS6857

Project Name: Sewer System Evaluation and Sewer Rehabilitation (Division I) and Sewer Replacement for the Olympia Sub-Basin

Project Contract Amount: $734,050 (modified for Amendment 2)

Reference: Business Plan dated 01/24/14

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.*

The Mentor will provide sewer assessments, planning, design and construction documents bidding, construction admin. and construction observation associated with "Division I – Sewer System Evaluation Study and Sewer Rehabilitation" of the project scope. Protege will provide survey, subsurface utility location planning, permitting, design, drawings, bidding, construction admin. and construction observation associated with "Division II - Sewer Replacement" of the project scope. Mentor will oversee efforts of Protege for the entire project.

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

The Mentor will provide guidance to the Protege on the sewer replacement (Division II) of the project related to planning, project management, cost analysis, scheduling and budgeting.

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.*

The project will help the Protégé continue to build their project resume. The project will follow a specific schedule as presented in the contract demonstrating project completion and successful delivery methods.

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: Manpower includes a design team (project director, project manager, 3 designers, survey crew, wetlands scientist, & 2 administrative assistants), and construction inspector. Insurance will be provided as required by City contract.

Protégé: Manpower includes a design team (project manager, engineer, designer/draftsman, administrative assistant and site representative). Insurance will be provided as required by City contract.

Special Arrangements: N/A

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

a. Description of Mentor's responsibilities: Sewer assessments, planning, design and construction documents, bidding, construction admin. and construction observation and over site of construction testing associated with "Division I - Sewer System Evaluation Study and Sewer Rehabilitation" of the project scope.

b. Description of Protege's responsibilities on project: Survey, subsurface utility locating, planning, permitting, design, drawings, bidding, construction admin. and construction observation and over site of construction testing associated with "Division II - Sewer Replacement" of the project scope.

c. Description of responsibilities that will be completed as a team: Description of responsibilities that will be completed as a team: Coordination of the following activities: Planning, survey, alternative analysis, permitting, project meetings, public outreach meetings, design & construction documents, bidding, construction progress meetings. Mentor will oversee efforts of Protege for the entire project. Mentor - Protege progress reporting will also be performed jointly.

6. What percentage of the project is being implemented by the Protégé?

Protégé Contract Value: $135,200 (modified for Amendment 2)

Percentage of Contract: 18.4% (modified for Amendment 2)

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

See the attached project schedule (within Amendment 2) for detailed activities. The Protégé will be utilized throughout the project.

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

The Mentor & Protégé will be sharing the responsibilities of this project and will have regularly scheduled meetings (for design, progress, public outreach, and construction activities) to assure a well-coordinated project in order to meet project, as well as MPP program, requirements & goals.

9. **What are the team's specific goals and milestones for the current project?**

Goals include delivering the project on time and within budget Specific goals are to collect field data to identify lines to be replaced and rehabilitated and provide proper planning and alternative analysis for decision making. Also, we plan to identify construction issues and cost constraints during planning and design to deliver project in most cost-effective manner while providing least disruption to residential areas, traffic flow, noise, etc. Milestones are indicated on the project schedule as attached to Amendment 2.

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

Meeting Agendas will include:
- Field work and data collection (survey, subsurface utility locating, sewer assessments)
- Design issues
- Design Schedule
- Coordination between Mentor and Protege design team
- Coordination of Mentor/Protege team with Clean Water 2020 & City of Columbia
- Coordination issues with other utilities and property owners
- Permitting
- Project budgeting
- Contract Admin. & Construction observation - shop drawings, construction compliance, pay requests

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

Invoicing will correspond with percent complete of the project and will occur monthly.

12. **Other issues.**

Protégé no longer has registered survey capabilities. This effects Protégé's capacity for larger share of new work to be completed. Mentor will need to perform this new field survey work with registered land surveyor per City requirements. Protégé will prepare easement exhibits per City requirements. Therefore, 27% of work for Amendment 2 will be performed by the Protégé. Original contract still includes 20% of work to the Protégé. With the combined total, the overall Protégé contract value will be 18.4% with City approval of Amendment 2.

COLUMBIA
SOUTH CAROLINA

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 W.K. Dickson & Co., Inc. (Mentor Firm) this 18th day of December 2017.
Corporate SEAL

By: Jeny A Manlino
Title: VICE PRESIDENT

ATTEST: Jamie Wright
By:
Title: Senior Project Manager

EXECUTED by HPG and Company, Consulting Engineers, Inc. (Protégé Firm) this 18th day of December 2017.

Corporate SEAL
By: Charles F Powell
Title: President

ATTEST:
By:
Title: Vice President

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 27th day of February, 2018.

By: Ayesha Driggus
Title: Compliance Administrator

We Are Columbia

MEETING DATE:	**August 14, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve an Engineering Services Agreement for Project CP104504; Harden Street Phase II-B Improvements, as requested by Columbia Water. Award to Kimley-Horn and Associates, Inc. in the amount of $274,700.77. This firm is located in Columbia, SC.**
PURPOSE:	**The following sub-consultants will provide additional services:** **MA Engineering Consultants, Inc., a Minority Business Enterprise of Charleston, SC will provide survey and subsurface utility engineering services at (21.5%) $58,969.46 of the contract value.** **E. Haselden & Associates, P.C., a Minority Business Enterprise (Woman) of Lexington, SC will provide signal services at (1.9%) $5,100 of the contract value.** **S&ME, Inc. of Columbia, SC will provide geotechnical services at (6.0%) $16,604.30 of the contract value.** **Pruitt Consulting Services, LLC, a Minority Business Enterprise (Woman) will provide utility coordination at (3.9%) $10,672.80 of the contract value.** **Primacq Group, Inc. of Columbia, SC will provide right-of-way services at (4.2%) $11,600 of the contract value.**
REQUISITION NO.:	**R174064**
FINANCIAL IMPACT:	**Funding Source: Street Scaping Control – Harden Street Streetscaping IIB – Capital Projects Cost – 4139999-CP104504—658650. The original budgeted amount is $300,000.00.**
ORIGINAL BUDGET:	**$300,000.00**
CLEAN WATER 2020?:	**No**

STRATEGIC GOALS: Provide high quality municipal services

The above referenced Agreement is to compensate the Engineer for providing engineering services for the proposed Harden Street Phase IIB Improvements Project. The project will consist of roadway and streetscape improvements at the intersections of Harden Street and Taylor Street. The services being provided will encompass the following:

Task 1: Project Organization and Management

Task 2: Field Surveys

Task 3: Environmental Documentation

Task 4: Subsurface Utility Engineering (SUE)

Task 5: Roadway Design

Task 6: Traffic Signal Design

Task 7: Landscape and Hardscape Design

Task 8: Geotechnical Investigations

Task 9: Hydrology and Hydraulic Design

Services to be performed will impact City Council District 2. The Office of the City Attorney has approved the Agreement. The ACM for Columbia Water and the Director of Engineering recommend its approval.

ATTACHMENTS:

- **#a:** Kimley-Horn.2018.HardenStreetPhaseIIB Improvements.Agr. (PDF)

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT made by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Kimley-Horn and Associates, Inc., (hereinafter referred to as the "Consultant"), for Consultant to render certain engineering services required for Harden Street Phase IIB Improvements.

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

A. Scope of Services

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

B. Supplemental or Additional Services

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

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

C. Agreement for Services

The City hereby engages the Consultant and the Consultant hereby agrees to perform the services hereafter set forth. Consultant hereby represents and warrants to City that this Agreement complies with all applicable federal laws, regulations and executive orders necessary for reimbursement with federal funds at the applicable rate. Consultant also represents and warrants that all work billed by Consultant under this Agreement comports and will comport with federal guidance for reimbursement with federal funds for which the City applies.

D. Access to Records

The Consultant shall make available for examination by the City all of its records with respect to all matters covered by this Agreement and shall maintain such records for a period not less

than three (3) years after receipt of final payment under the Agreement.

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

1. The Consultant agrees to provide the City, the FHWA, SCDOT, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Agreement that are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Consultant agrees to provide the FHWA and SCDOT or his/her authorized representative(s) access to information pertaining to the work being completed under the Agreement.

E. Amendments

The parties may amend the Agreement 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, amend the Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written Amendment signed by both parties.

F. Changes -

1. Agreement Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this Agreement in any one or more of the following:

   (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
   (b) method of shipment or packing;
   (c) place of delivery;
   (d) description of services to be performed;
   (e) time of performance (i.e., hours of the day, days of the week, etc.); or,

(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this Agreement. Subparagraphs (d) to (f) apply only if services are performed under this Agreement.

2. Adjustments of Price or Time for Performance. If any such change increases or decreases the Consultant's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the Agreement price, the delivery schedule, or both, and the Agreement modified in writing accordingly. Any adjustment in Agreement price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Agreement. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the Agreement as changed, provided that the City promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the Consultant shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

3. Time Period for Claim. Within thirty (30) days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Consultant's claim unless the City is prejudiced by the delay in notification.

4. Claim Barred After Final Payment. No claim by the Consultant for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Agreement.

G. Assignability/Subcontracting

The Consultant shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent from the City. The Consultant 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 the Consultant.

The Consultant shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder.

H. Breach/Waiver

The failure of either the Consultant or the City to insist upon the strict performance of any provision of the 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 the Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of the Agreement

shall not constitute waiver of a subsequent breach.

I. Federal Funding Conditions

The Consultant must comply with the conditions of federal funding as follows:

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

2. **Anti-Kick Back Rules** Salaries of personnel performing work under this Agreement shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

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

   a) **Title VI of the Civil Rights Act of 1964—24 CFR 570.601 Fair Housing Act-24 CFR 570.601 Executive Order 11063—24 CFR 570.601** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating

SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

b) **Labor Standards & Davis Bacon Act 24 CFR 570.603** Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also apply. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

J. Clean Air Act and the Federal Water Pollution Control Act

The Consultant 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).

The Consultant will report each violation to the City, Federal Highway Administration (FHWA) and the appropriate Environmental Protection Agency Regional Office (EPA).

The Consultant 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 FHWA or SCDOT.

K. Commencement of Services

The Consultant shall meet with the appropriate City staff members to commence the project after the Notice to Proceed has been issued.

L. Communication Protocols

1. City shall designate a City point of contact to coordinate all tasks and invoicing with Consultant. Consultant shall not perform any tasks under this Agreement unless directed to do so by the City's designated point of contact. Consultant shall submit all invoices to the designated point of contact.

M. Compensation

Consultant acknowledges that FHWA and SCDOT financial assistance will be used to fund the Project only. Consultant will comply with all applicable federal law, regulations, executive orders, FHWA policies, SCDOT policies, procedures, and directives.

1. The compensation paid by the City to the Consultant under this Agreement shown on Attachment B attached hereto, for Task 1 – Project

Organization and Management, shall be on an hourly rate, not to exceed basis of Twenty –Four Thousand, Forty-Two Dollars and 70/100 ($24,042.70).

2. The compensation paid by the City to the Consultant under this Agreement shown on Attachment B attached hereto, for Task 2 – Field Surveys, shall be a lump sum fee of Eighteen Thousand, Seven Hundred Twenty-Seven Dollars and 46/100 ($18,727.46).

3. The compensation paid by the City to the Consultant under this Agreement shown on Attachment B attached hereto, for Task 3 – Environmental Documentation, shall be on an hourly rate, not to exceed basis of Forty-Seven Thousand, Four Hundred Fifty Dollars and 89/100 ($47,450.89).

4. The compensation paid by the City to the Consultant under this Agreement shown on Attachment B attached hereto, for Task 4 – Subsurface Utility Engineering, shall be a lump sum fee of Forty Thousand, Two Hundred Forty-Two Dollars and No/100 ($40,242.00).

5. The compensation paid by the City to the Consultant under this Agreement shown on Attachment B attached hereto, for Task 5 – Roadway Design, shall be on an hourly rate, not to exceed basis of Fifty-Two Thousand, Sixty-Five Dollars and 90/100 ($52,065.90).

6. The compensation paid by the City to the Consultant under this Agreement shown on Attachment B attached hereto, for Task 6 – Traffic Signal Design, shall be a lump sum fee of Five Thousand, One Hundred Dollars and No/100 ($5,100.00).

7. The compensation paid by the City to the Consultant under this Agreement shown on Attachment B attached hereto, for Task 7 – Landscape and Hardscape Design, shall be on an hourly rate, not to exceed basis of Fifteen Thousand, Four Hundred Forty-Eight Dollars and 97/100 ($15,448.97).

8. The compensation paid by the City to the Consultant under this Agreement shown on Attachment B attached hereto, for Task 8 – Geotechnical Investigations, shall be a lump sum fee of Sixteen Thousand, Six Hundred Four Dollars and 30/100 ($16,604.30).

9. The compensation paid by the City to the Consultant under this Agreement shown on Attachment B attached hereto, for Task 9 – Hydrology and Hydraulic Design, shall be on an hourly rate, not to exceed basis of Seventeen Thousand, Two Hundred Ninety-Eight Dollars and 26/100 ($17,298.26).

10. The compensation paid by the City to the Consultant under this Agreement shown on Attachment B attached hereto, for Task 10 – Utility Coordination, shall be a lump sum fee of Ten Thousand, Six Hundred Seventy-Two Dollars and 80/100 ($10, 672.80).

11. The compensation paid by the City to the Consultant under this Agreement shown on Attachment B attached hereto, for Task 11 – Right-of-Way Services, shall be a lump sum fee of Eleven Thousand, Six Hundred Dollars and No/100 ($11,600.00).

12. The compensation paid by the City to the Consultant under this Agreement shown on Attachment B attached hereto, for Task 12 – Construction Phase Services, shall be on an hourly rate, not to exceed basis of Fifteen Thousand, Four Hundred Forty –Seven Dollars and 49/100 ($15,447.49).

13. The total compensation paid by the City to the Consultant under this Agreement shall not exceed Two Hundred Seventy-Four Thousand, Seven Hundred Dollars and 77/100 ($274,700.77).

14. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). **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 Attachment C hereto, and identify if the subcontractor is a Minority and/or Female Business Enterprise.** Each invoice shall bear the signature of the Consultant, 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.

The Consultant shall make subcontracting opportunities available to a broad base of qualified subcontractors to ensure maximum participation in the Project from Disadvantaged Business Enterprises (DBE), to include but not limited to: Minority Owned Business Enterprises, Small Business Enterprises, Disabled Veterans Owned Business Enterprises, and Women Owned Business Enterprises.

15. The Consultant shall in performance of the Agreement, only use those sub consultants listed in the Agreement upon which the Consultant's proposal was based. Sub consultants substitutions shall only be made upon the City's approval. The Consultant shall enter into Agreements with those sub consultants, in the same dollar amount upon which the Consultant's proposal was based, prior to award of the Agreement. Such Agreements shall be contingent upon award of the Agreement by the City and the City's Notice to Proceed to the Consultant.

16. Limitation of Funds

Funding for this Agreement is subject to the following terms:

a). The parties estimate that performance of this agreement will not cost the City more than the NOT TO EXCEED amount specified in this Agreement. The Consultant agrees to use its best efforts to perform the work specified in the Schedule and fulfill all obligations required under the terms of the agreement within the estimated Fixed Price Not-To-Exceed amount.

b). The Fee Schedule specifies the amount presently allocated by the City for the items and services to be provided during the period of performance of this Agreement. The parties contemplate that the City will allocate funds, based on available funding, not to exceed the amount specified in this Agreement inclusive of any fee. The Consultant agrees to perform, or have performed, work under the terms of the agreement up to the point that the total amount paid shall not exceed the amount specified in this Agreement.

c). The Consultant shall notify the City's Contracting Officer in writing within sixty (60) days whenever he has reason to believe that the anticipated cost when added to previously incurred costs, will exceed seventy-five (75) percent of the total amount funded and allocated. The notice shall state the estimated amount of funds required to continue performance until all deliverables have been properly received as outlined in the Scope of Services.

d). If, after notification, additional funds are not allocated for the duration of the term or another mutually agreed-upon extension date, upon the Consultant's written request the Contracting Officer will terminate this Agreement on such date in accordance with the provisions of the Termination clause as outlined herein.

e). If the Consultant estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may identify a later date in its request, and the Contracting Officer may terminate this agreement on that later date.

f). Except as required by other provisions of this Agreement,

1. The City is not obligated to reimburse the Consultant for costs incurred in excess of the amount specified in this Agreement; and

2. The Consultant is obligated to continue performance under this Agreement in order to completely fulfill the requirements as stated in this Agreement and within the amount allocated by the City for such items and/or services.

g). No notice, communication, or representation in any form other than by modification or amendment of this Agreement or authorization to proceed from the Contracting Officer, shall affect the amount allocated by the City within this agreement.

h). When and to the extent that the amount allocated by the City in this Agreement is increased, any costs incurred by the Consultant before the increase may be allowed in order to permit completion of the project.

i). Change orders shall not be considered an authorization to exceed the amount allocated by the City specified in this Agreement, unless they contain a statement increasing the amount allocated.

j). Nothing in this clause shall affect the rights of the City to terminate this agreement. If this Agreement is terminated, the City and the Consultant shall negotiate an equitable distribution of all property produced or purchased under the terms of the agreement, based upon the share of costs incurred by the parties.

17. 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), and 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, South Carolina 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 sub consultant) is dependent upon the business community partnering with the City in this important endeavor.

The Consultant, shall, in the performance of this Agreement, make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives.

The Consultant must adhere to federal regulations 2CFR 200.321 and 24 CFR 85.36E and take the following affirmative steps to ensure that Small and Minority Businesses, Women-Owned Businesses and Labor Surplus Area firms are utilized to the fullest extent possible:

2 CFR 200.321 - Procurement and Affirmative Action - Small and Minority Businesses, Women-Owned Businesses, and Labor Surplus Area Firms

Organizations must take the following affirmative steps to ensure these firms are used when possible:

a). Place qualified small, minority, and woman-owned business on solicitation lists;

b). Assure that such businesses are solicited when they are potential sources;

c). Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;

d). Establish delivery schedules, where requirements permit, which encourage such business to respond;

e). Use service and assistance from such organization as SBA, Minority Business Development Agency of the Department of Commerce; and

f). Require prime contractors to take the same affirmative steps.

18. Subcontracting Goals

As a result of this agreement, the subcontracting goals are as follows as outlined in Attachment D:

SB Goals ____%

MBE 21.5 %

WBE 5.8 %

LSA _____%

The Consultant shall also ensure that sub consultant/subcontractor performance shall conform to the specifications in Attachment C during the period of performance and include optional periods as applicable. Achievement of these goals is expected during the life of this Agreement to include any changes incorporated by modification to this Agreement.

19. Invoicing Procedure:

a) The City's Project Manager or his/her designee must review all invoices prior to payment.

b) The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice.

c) The work completed on the Consultant's project schedule must be the basis for full or percentage of completion payment on the Consultant's invoice.

d) The Consultant will not request payment for taxes on professional services, labor or installation fees.

e) The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.

f) The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not have to pay for the advanced delivery of equipment that it was not expecting in that timeframe and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be agreed to in writing by City.

g) 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 the Consultant's invoice.

h) The Consultant shall name a representative who will be responsible for reviewing all invoicing concerns that the City may have concerning this project.

i) The Consultant shall submit receipts for all actual expenses.

j) At this time the City does not anticipate travel expenses. Any travel expenses must be preapproved by the City if warranted in the future and billable at the per diem rate according to GSA schedule established at www.gsa.gov.

k) Field documents and other equipment/supplies shall be invoiced at cost only; no markup allowed and with approved documentation; no markup is allowed; and

l) Copies/supplies shall be invoiced at cost only and with approved documentation; no markup is allowed.

m) Other required non-labor expenses as may be applicable to the project and pre-approved by the City shall be invoiced at cost only and with approved documentation; no markup allowed

n) Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the subcontractor and/or vendor for work performed and materials/products furnished. If required, the Contractor shall submit supporting documentation as required by the designated point of contact as specified in Section X to support the amount being invoiced.

o) The Consultant shall provide the names of the subcontractors and vendor and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each subcontractor and/or vendor and the dollar amount to be reimbursed by the City.

Failure of the Consultant to follow these invoice requirements will result in the delay of payment of the invoices.

20. Prompt Payment to Subcontractors and Material Suppliers – Attachment F

a. The Contractor is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.

b. In addition, all Retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.

c. A delay in or postponement of payment to the Subcontractor or material supplier requires good cause and prior written approval of the Assistant City Engineer for Construction or his/her designee.

d. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

e. The City will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the City lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a Prompt Payment Affidavit, Subcontractor list which identifies each Subcontractor (both DBE and non-DBE) with their contract values and the date and amount of the last payment to such Subcontractor(s), with every payment request filed with the City, except for the first payment request, on every contract with the City.

f. Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment.

N. Duties upon Termination

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

O. Equal Employment Opportunity (EEOC)

During the performance of this Agreement, the Consultant agrees as follows:
The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Consultant 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. The Consultant 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.

1. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

2. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. The Consultant 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.

4. The Consultant 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 to ascertain compliance with such rules, regulations, and orders.

5. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government Agreements or federally assisted construction agreements 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.

6. The Consultant 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. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

7. All firms must comply with Title VI of the Civil Rights Act of 1964. The City of Columbia, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any Agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

P. Ethics

Consultant and any subconsultant or 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:

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.

Q. Delays

If delay is foreseen, the contractor shall give thirty (30) days prior written notice to the Procurement and Contracts Department. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Contractor 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 Procurement Officer to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting contractor.

R. Subcontractors

The use of subcontractors will not relieve prime contractor of any obligations and the awarding firm remains liable for full and satisfactory performance per the Agreement term and conditions.

S. Findings Confidential

All of the reports, information, data, records or documents of any kind, prepared or

assembled by the Consultant under the Agreement are confidential and the Consultant 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 the Consultant, the City will notify the Consultant as soon as practicable of such request.

T. Indemnification, Hold Harmless and Insurance

1. The Consultant shall provide to the City evidence of the following insurance:

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

General Liability Insurance - General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net. The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for any injuries to persons or damages to property, which may arise form or in connection with the performance of the work by the Consultant, his agents, or representatives, employees or subcontractors.

a. Commercial General Liability Insurance: Coverage in an amount not less the 1,000,000.00 per occurrence, and $2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.

b. Automobile Liability Insurance- $500,000.00 combined single limit per accident for bodily injury and property damage.

Professional Liability

a. The Consultant shall provide the City with a Professional Liability Policy.

The policy shall cover the City for all sources of liability which would be covered by the latest edition of the standard Professional Liability Coverage Form, as filed for use by the City of Columbia, without the attachment of restrictive endorsements.

b. The minimum Professional Liability Policy limits to be provided by the Consultant shall be $1,000,000 per occurrence and $2,000,000 aggregate limit for bodily injury liability and property damage liability. The limits afforded by the Professional Liability Policy shall apply only to the City and City's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this Agreement.

c. Notice of Cancellation and/or Restriction: The policy must be specifically endorsed to provide the City with thirty (30) days' notice of cancellation, non-renewal, change in coverage, and/or restriction.

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

3. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any negligent action or inaction by the Consultant, its subcontractors, officers, agents and employees in performance of the services described herein. Losses, liabilities, expenses and claims for damage shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice, shall have the right as its election to defend any and all actions or suits or to join in defense.

U. Independent Consultant

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

V. Interest of Consultant

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

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

W. Licenses, Permits and Taxes

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

2. The Consultant 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 Consultant to perform the services required under the 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 Consultant and pay any costs relating to same.

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

4. The Consultant shall procure a City of Columbia business license while performing services under the Agreement.

X. Notice

1. 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: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, 1800 Main Street, 2nd Floor, Columbia, South Carolina 29217.

2. Written notice to the Consultant shall be made by registered mail, return receipt in the United States Mail, postage prepaid and addressed to: Kimley-Horn, 802 Gervais Street, Suite 201, Columbia, SC 29201.

Y. Oversight

1. The City will maintain oversight to ensure the Consultant performs its services in accordance with terms, conditions and specifications per (2 C.F.R. §200.318(b)).

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

Z. Bonding, Licenses, Permits and Taxes

It shall be the responsibility of the firm to secure all Local, State, and/or Federal License and Permits required by law, state or ordinance to perform licensing requirements for engineering.

All costs for required bonding, permits, licenses and taxes shall be borne by Consultant prior to executing a contract with the City.

Where Consultants are required to enter or go onto City of Columbia property to deliver materials or perform work or service as a result of a submittal award, the Consultant will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Richland County and City of Columbia building requirements and State of South Carolina Building Code. The Consultant shall be liable for any damages of loss to the City occasioned by negligence of the Consultant (or agent) or any person the Consultant has designated in the completion of this Agreement as a result of his or her submittal.

An Consultant selected for specific project work shall obtain a City of Columbia Business License.

AA. Ownership of Project Documents

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

BB. Remedies

The Consultant shall only be entitled to the actual direct costs of all labor and material

expended on the services required under the Agreement prior to the effective date of the Termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Consultant be entitled to assert a claim in quantum merit or any other measure of damages other than that stated herein.

CC. Schedule of Completion of Activities

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

Consultant shall give written notice immediately to the Department of Procurement and Contracts if Consultant foresees a delay of ten (10) or more working days. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Consultant must keep the City advised at all times of status of the project. Default in promised completion times without accepted reasons or failure to meet specifications, authorizes the Procurement and Contracts Department to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting Consultant.

DD. Severability

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

EE. State Law Applicable

The Agreement shall be construed in accordance with federal, state, local laws, ordinances and codes in performing the work provided under the Agreement. The Consultant 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 Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

FF. Successorship

The agreement shall be binding upon the Consultant and upon its successors and assignees.

GG. Suspension and Debarment

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

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

The Consultant 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 Agreement that may arise from this project.

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

The Consultant shall notify the City in accordance with Notice, if your firm or subcontractor becomes suspended or debarred during the course of this project. This Agreement may be terminated in accordance with the Termination of provisions.

HH. Term of Agreement

The term of the project will be for a base period of two (2) years from award and contract execution, with the option to renew one additional one (1) year period with the written consent 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.

II. Termination of Agreement

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

1. Non Appropriation

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

2. Termination of Agreement for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner these obligations under the Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of the Agreement, the City shall thereupon have the right to terminate the Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under the Agreement shall become the property of the City.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant and the City may withhold any payments to the Consultant until such time as the exact amount of damages due to the City from the Consultant is determined.

The Consultant 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;

3. Termination for Convenience of the City

The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Access to Records shall, at the option of the City, become its property.

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 the Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

4. Force Majeure;

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

6. By mutual agreement

JJ. Use of Recovered Materials

1. The Consultant shall comply with Section 6002 of the Solid Waste Disposal Act as

amended by the Resource Conversation and Recovery Act (2 C.F.R. §200.322). In performance of the Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

a. competitively within a timeframe providing for compliance with the Agreement performance schedule;

b. meeting Agreement performance requirements; or

c. at a reasonable price.

2. 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.

KK. Whole Agreement

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

LL. Miscellaneous

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

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

3. This Agreement is subject to City Council approval.

4. The Consultant 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 FHWA preapproval.

5. The Consultant acknowledges that 31 U.S.C. chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultants actions pertaining to the Agreement.

6. The Uniform Rules authorize Federal Highway Administration (FHWA) to require additional provisions for non-federal entity agreements. FHWA, pursuit to its authority, requires the following;

    a) To be eligible for FHWA assistance under the City's FHWA 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.

    b) The Consultant and their 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 FHWA 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.)

7. The Consultant is subject to all Contract Provisions required by 23 CFR 172.9 c.

Intentionally Left Blank

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____
Witness

By: _____
Teresa Wilson, City Manager

KIMLEY-HORN and ASSOCIATES, Inc.,

_____
Witness

By: _____
Title: Vice President

By: _____
Dana R. Higgins, P.E., LEED A.P., Director of Engineering

By: _____
Clint E. Shealy, P.E., Assistant City Manager for Columbia Water

By: _____
Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

APPROVED AS TO FORM
Legal Department City of Columbia, SC

Kimley-Horn.HardenStreetPhaseIIB.agr.nj.doc

ATTACHMENT A

SCOPE OF WORK

Harden Street Phase IIB Improvements Engineering Services

Richland County

September 13, 2017

PROJECT DESCRIPTION

Kimley-Horn and Associates, Inc. (**CONSULTANT**) has been authorized by the City of Columbia (**CITY**) to provide engineering services for the proposed Harden Street Phase IIB Improvements Project (PROJECT) in Richland County, South Carolina. The project will consist of roadway and streetscape improvements at the intersection of Harden Street and Taylor Street.

The project is in the City of Columbia in Richland County, South Carolina.

Within the project area, Harden Street is a 5-lane, curb and gutter roadway with sidewalk, on-street parking and right turn lanes at Taylor Street, while Taylor Street is a 5-lane, curb and gutter roadway with sidewalk. Adjacent land use within the project area is comprised of Benedict College, Allen University, a concrete plant, several restaurants, and numerous commercial establishments.

QUALITY CONTROL

It is the intention of the **CITY** that design **CONSULTANTS** are held responsible for their work, including plans review. The **CONSULTANT** shall implement all necessary quality control measures to produce plans that conform to the **SCDOT** and **FHWA** guidelines and standards.

CONSULTANT shall follow the **SCDOT's** plan checking procedure checklist and submit to the **SCDOT** an electronic copy of the QA/QC checklist with the appropriate signatures with all plan submittals.

The **CONSULTANT** shall be responsible for utilizing the necessary Quality Control procedures to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. If requested by the **CITY**, a marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required with each phase submittal. The responsible Professional Engineer or Professional Land Surveyor that performed the Quality Control Review will sign a statement certifying that the review was conducted and found to meet required specifications.

The **CONSULTANT** shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications, and/or other services.

CONTRACT CHANGES

CONSULTANT shall notify the **CITY** of any event that causes or may cause a change in the contract within fifteen (15) working days of the incident. The **CITY** will not be responsible for incidents that remain unreported longer than the time specified above.

SUMMARY OF WORK

Task 1: Project Organization and Management

Task 2: Field Surveys

Task 3: Environmental Documentation

Task 4: Subsurface Utility Engineering (SUE)

Task 5: Roadway Design

Task 6: Traffic Signal Design

Task 7: Landscape and Hardscape Design

Task 8: Geotechnical Investigations

Task 9: Hydrology and Hydraulic Design

Task 10: Utility Coordination

Task 11: Right-of-Way Services

Task 12: Construction Phase Services

Project tasks below that are identified with an asterisk (*) are tasks which are expected to be assigned labor-hours.

1. PROJECT ORGANIZATION AND MANAGEMENT

1.1 Project Management

The management of the project will include coordination with the **CITY** and **SCDOT**, coordination with sub-consultants, and preparation of presentation materials. It is assumed that five (5) coordination meetings will be conducted as necessary throughout the project duration to provide an opportunity for the key team members to review the incremental progress of the project and for general project coordination to discuss design specifics with the **CITY** and **SCDOT**. The **CONSULTANT** will prepare a draft agenda and distribute it to designated participants for preparation and comment prior to each meeting. The **CONSULTANT** will provide a summary of each status meeting.

1.2 Schedule

Project tasks will be expanded to develop a flow chart of activities and a milestone schedule. The flow chart and schedule will provide key team members (**CITY, SCDOT,** and **CONSULTANT** representatives) with a sequential scheme of events and dates to measure the project progress.

1.2.1 The **CONSULTANT'S** invoice shall support the resource and cost loaded schedule update. The updates will be required at the minimum on a monthly basis. The **CONSULTANT** will provide an update on the prior month's activities no later than the 10th day of the month. Specific project requirements and conditions may require more frequent updating.

1.2.2 The **CONSULTANT** will reconcile any discrepancies between the submitted invoice and the submitted schedule as determined by the **CITY's** Project Manager. The reconciliation must include the necessary adjustments to each line item of the invoice and/or schedule, as required. The **CONSULTANT** will revise the invoice and/or schedule and resubmit to the **CITY** for final review and approval. Progress Payments will be withheld until an acceptable approved schedule update is obtained from the **CONSULTANT.**

1.2.3 The **CONSULTANT** should communicate with the **CITY** on a regular basis to provide feedback regarding project status and concerns. The **CONSULTANT** should not wait until the monthly update to advise the Project Manager of issues or concerns that could impact the schedule. A proactive approach should be taken by all parties involved in project implementation to avert any schedule delays.

1.2.4 Services of the **CITY**

1.2.4.1 The **CITY** will coordinate with **SCDOT** in accordance with LPA Guidelines.

1.3 Progress Report

Each month the **CONSULTANT** will develop a progress report that will be provided to the **CITY** for review and comment. The report will detail the month's activities, schedule adherence and report any upcoming project milestones. This report will accompany each month's invoice.

1.4 Opinions of Probable Cost

Opinions of Probable Cost (OPCs) entailing all phases of work will be provided at the preliminary plan design stage, design field review stage, right-of-way plan stage, and the final construction plans stage. These OPCs will encompass all phases of work including Preliminary Engineering, Rights-of-Way Acquisition, Utility Relocation, Road Construction, Environmental Mitigation, and Construction Engineering & Inspection.

1.5 On Site Meetings

Representatives from the **CITY, SCDOT,** and **CONSULTANT,** involved in roadway, traffic, environmental, utility and hydrologic design, will perform three (3) field review meetings of the project during the right-of-way plan development and final construction plan development. All information gathered during these field investigations will be evaluated and plans revised accordingly. The **CONSULTANT** will prepare a draft agenda and distribute it to designated participants for preparation and comment prior to each meeting. The **CONSULTANT** will provide a summary of each field review.

2. FIELD SURVEYS

2.1 The **CONSULTANT** will perform field surveys as outlined below to determine accurate elevations and locations of existing facilities, e.g., utilities, roadways, bridges, culverts, and any other unnaturally occurring appurtenances for design purposes. All surveys shall conform to the **SCDOT**'s *"Preconstruction Survey Manual"* dated October 2012 (or latest edition).

2.2 Project Assumptions:

2.2.1 Field surveys will be performed to determine accurate elevations and locations of existing facilities, (e.g., roadways, bridges, culverts, utilities, and railroads), as needed for design and to provide ground controls for base mapping and all design surveys. The survey limits will begin at the intersection of Harden St and Taylor St, and include 1200' along Harden St (600' north and 600' south of intersection) with a corridor width of 150' (75' either side of the existing centerline) and include 1200' along Taylor St (600' east and 600' west of intersection) with a corridor width of 120' (60' either side of the existing centerline). An exhibit outlining the proposed survey limits is included as an attachment.

2.3 Field Survey Outline:

2.3.1 **CONSULTANT** shall establish a Survey Control Network (SCN) tied to the South Carolina South Plane Coordinate System (NAD83/2011, NAVD88).

2.3.1.1 Sufficient planning in the establishment of the SCN will be required to provide for future use of and/or the accurate re-establishment of the SCN.

2.3.1.2 Primary Survey Control (PSC) will consist of at least 18" long #5 Rebar with a 2" aluminum cap stamped with a PSC identification number and the Project Control Number (PCN). A PSC will be placed near the end of the proposed survey limits on Harden St and Taylor St (4).

2.3.1.3 Main Survey Control (MSC) will consist of sufficient material to last a reasonable amount of time (bridge spikes, rebar, etc.) and distributed evenly throughout the project. An effort will be made to position MSC in safe, recoverable, and convenient locations.

2.3.2 **CONSULTANT** will perform plat and deed research of all parcels affected by the project. The plats and deeds will be used to create property strip maps.

2.3.2.1.1 It is estimated that sixteen (16) parcels will be researched for the project.

2.3.3 **CONSULTANT** will field locate and survey detectable property monuments for the impacted parcels. The monuments that are found will be tied into the survey and mapping horizontal control.

2.3.4 **CONSULTANT** will perform detailed planimetric and topographic surveys along the project corridors using static, terrestrial HD Scanning equipment and procedures. The detailed survey will gather all information necessary for design of the project. **CONSULTANT** will provide all planimetric and topographic files including property files, DTM and TIN files, and other files as necessary in Microstation format.

2.3.5 **CONSULTANT** will locate Gravity Underground Utilities (Storm & Sanitary Only).

2.3.5.1.1 Field survey existing storm sewer and gravity sanitary sewer structures within the project limits.

2.3.5.1.2 Information shown on the mapping will include top and invert elevations, pipe size, and pipe material.

2.3.6 **CONSULTANT** will survey sufficient curb lines or edge of pavements to allow the calculation of existing roadway centerlines. Other alignments will be similarly surveyed for their centerlines. Sufficient pavement elevations along existing centerlines and lane lines will be surveyed to accurately depict roadway cross slopes and break points.

2.3.7 **CONSULTANT** will process acquired survey data and prepare base mapping to include breaklines that reflect field conditions. Complete mapping and line work will be included displaying all planimetric information. The final product of the survey will consist of a set of base sheets of the project area at a scale of one-inch equals 20 feet.

2.3.8 **CONSULTANT** will maintain appropriate signage for traffic control purposes at all times when working within or near the existing traffic areas.

3. ENVIRONMENTAL DOCUMENTATION

3.1 Project Understanding

3.1.1 It is not anticipated that any new property or right of way will be acquired as a result of this project. Based upon field review, no regulated natural resources appear to be present in the area. It is assumed that no Section 404/401 permit will be needed.

3.1.2 Because the project is receiving federal funding and being coordinated with the SC Department of Transportation (**SCDOT**), natural, cultural, social, and environmental factors describe in the National Environmental Policy Act (NEPA) will be investigated and documented. It is anticipated that a Programmatic Categorical Exclusion (P-CE) will be the appropriate document for the subject project. The Environmental Documentation scope follows.

3.1.3 The components of the P-CE are set regardless of the specific project area. Each aspect of the environment will be addressed as described and the presence or absence of specific conditions and any potential affects included in the CE document.

3.2 Initial Field Surveys and Project Initiation

3.2.1 In the development of the subject project, the **CONSULTANT** shall be responsible for NEPA compliance in accordance with 23 CFR Parts 771 and 772, as well as any related, current/latest guidance promulgated by Federal Highway Administration (FHWA), as of the date of executed contract.

3.2.2 Within two weeks of the date that the **CITY** executes the contract for the subject project, and prior to commencement of design and/or NEPA compliance, the **CONSULTANT** shall:

3.2.2.1 Perform a desktop and field reconnaissance including but not limited to: assessing readily available GIS data (soils, hydrography, National Wetlands Inventory) followed by a jurisdictional stream and wetlands delineation/survey, TES habitat observation, and inspection for potential presence of archaeological, historic and cultural resources.

3.2.2.2 Make a determination of the environmental permits (if any) expected to be required for the subject project on a permit determination form. A copy of the permit determination form shall be provided to the **CITY** and to **SCDOT** (as appropriate).

3.2.3 A Programmatic CE is likely the appropriate level of documentation for the project. The **CONSULTANT** shall use the applicable template/example provided by the **SCDOT**. The **CITY** and **SCDOT** will be afforded the opportunity to review and approve any correspondence, contact or communication with the FHWA, State and Federal agencies, and regulatory agencies in advance.

3.3 Environmental Analysis and Review

For all environmental documentation, **CONSULTANT** shall address the following:

3.3.1 Project Description - **CONSULTANT** will develop a description of the proposed action including current project area characteristics and conditions.

3.3.2 Reasonable Availability of Funding - In accordance with the supplemental guidance provided by FHWA on February 9, 2011, the environmental document will include an explanation of how the project is consistent with the Long Range Statewide Transportation Plan or the Transportation Improvement Program. The environmental document will also include how the project would be funded through completion and reference The Statewide Transportation Improvement Program. The CONSULTANT will refer to the document entitled Supplement to January 28, 2008 "Transportation Planning Requirements and Their Relationship to NEPA Process Completion" for further guidance.

3.3.3 The **CONSULTANT** will conduct a field visit to evaluate the roadway network and intersection(s) within the study area. This project inventory will include collecting existing geometrics, lane assignments, traffic controls, pavement markings, major driveways and adjacent land uses.

3.3.3.1 The study area will include the following intersections:

3.3.3.1.1 Taylor Street at Harden Street (signal)

3.3.3.1.2 Harden Street at Hampton Street (Signal)

3.3.3.1.3 Harden Street at Blanding Street (Signal)

3.3.3.1.4 Taylor Street at Pine Street (Signal)

3.3.4 The **CONSULTANT** will collect turning movement and classification traffic counts at the study area listed above to determine traffic volume and classification of vehicles utilizing the study area intersections; motorist travel patterns within the study area; and existing operational performance of the study area intersections.

3.3.4.1 Identify alternative modes of transportation utilizing the study area intersections. This includes pedestrians, bicycles, and the COMET bus service.

3.3.4.2 The latest five years of crash history data at the study area intersections will also be obtained from **SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY.**

3.3.4.3 Using the collected traffic data, analyses will be performed for existing and design year traffic operations to determine whether the concept developed for the project study area intersections will be able to handle the projected design year traffic volumes and identify other safety measures such as addition of turn lanes or modification of lane assignments.

3.3.4.4 The **CONSULTANT** will prepare a traffic study report that will document the data collection, methodology and the results of the traffic analyses. All analyses will be conducted using the methodology outlined in the 2000 Highway Capacity Manual.

3.3.5 Impact Assessment Form - The **CONSULTANT** shall also include a completed SCDOT Impact Assessment Form as an appendix to the application and/or document ("Enclosures" - Enclosure 2). The CONSULTANT shall fill out the entire SCDOT Impact Assessment Form ("Enclosures" - Enclosure B) when preparing any permit application (included under Jurisdictional Determination) or associated NEPA document.

3.3.6 Natural Resources / Endangered Species Survey - **CONSULTANT** will perform a natural resources investigation, which will describe the project area, including vegetation, wildlife, wetlands/waters of the U.S., water quality, federally listed threatened or endangered species/ habitat evaluation, soils, topography and anticipated impacts to each resource. The results of the investigation will be incorporated in the environmental document. If an informal consultation with the U.S. Fish and Wildlife Service (USFWS) is required, then the **CONSULTANT** shall also be responsible for performing this part of the project development process on behalf of the CITY. Any concessions in either the scope of work, construction activities, or mitigation measures will require prior CITY and SCDOT approval, and once approved by USFWS, shall be included as an environmental commitment in the environmental document.

3.3.7 Any correspondence or communication with USFWS must receive prior approval by the SCDOT. If formal consultation is required, FHWA will initiate and handle, but the **CONSULTANT** will be required to provide supplemental information. If a Clean Water Act (CWA) Section 404/401 permit is required, the **CONSULTANT** shall include a separate biological assessment report regarding the project effects on any State recognized rare, threatened, or endangered species.

3.3.8 Wetlands / Water Quality

3.3.8.1 The **CONSULTANT** shall provide an assessment and documentation of site conditions as to the presence and/or absence of wetland areas. If wetlands are present, the **CONSULTANT** shall submit a copy of a completed Wetland Determination Request form as well as completed, current, ACOE Delineation Worksheets to SCDOT Environmental Office. If jurisdictional waters of the U.S. are being impacted by the project, then the **CONSULTANT** shall submit a Wetland Determination Request to the Charleston District Corps of Engineers, secure the Jurisdictional Determination (JD) or approximation letter from the Corps, and include a copy of the JD or approximation letter in the environmental document.

3.3.8.2 The **CONSULTANT** shall quantify the anticipated impacts to waters of the U.S., and provide a qualitative discussion regarding the types of streams, wetlands, and other waters of the U.S. being impacted in the context of the adjacent and surrounding waters of the U.S., including proximity of 303(d) and TMDL waters. If the project would be constructed in the vicinity of 303(d) and/or TMDL waters, then stormwater control measures, both during construction and post-construction would be required in accordance with the SCDOT's MS4 Permit.

3.3.8.3 The **CONSULTANT** shall also include a discussion regarding the overall effects of the planned improvements to water quality.

3.3.9 Hazardous Waste and Underground Storage Tanks – In assessing the environmental liabilities associated with the proposed new right of way, the CONSULTANT shall complete the appropriate / applicable elements of a Phase I Environmental Site Assessment (ASTM 1527), or, if necessary, up to All Appropriate Inquiry (AAI) pursuant to 40 CFR Part 312.

3.3.10 Cultural Resources (Historical, Archaeological)

3.3.10.1 Investigations shall be conducted as required. Cultural resource reports will comply with state and federal requirements. However, with findings of up to five non-significant sites, a form report format (provided by SCDOT) will be utilized. All SHPO coordination shall occur through the CITY and SCDOT.

3.3.10.2 Investigations and reporting shall be conducted to identify sites eligible or potentially eligible for the National Register of Historic Places (NRHP), as required by Section 106 of the National Historic Preservation Act. Prior to initiating fieldwork, information will be gathered on previously recorded archaeological sites, standing structures, and National Register properties. If eligible or listed properties are identified within a project's Area of Potential Effects, the Criteria of Adverse Effect (36 CFR Part 800.5) will be applied in order to assess the effects of the project on historic properties. A Cultural Resources Report and Architectural Survey Cards will be provided to SCDOT for submittal and concurrence by SHPO and other consulting parties. All SHPO coordination shall occur through the CITY and SCDOT.

3.3.10.3 Fieldwork and reporting will follow the SC Standards and Guidelines for Archaeological Research. It is understood that a full Phase I cultural resource report

may be necessary; however, for findings of up to five non-significant sites, a short form report format (provided by the SCDOT) will be utilized.

3.3.10.4 It is assumed that Adverse Effects to any listed or eligible resources can and will be avoided.

3.3.11 Displacements – **CONSULTANT** will identify all potential business and residential relocations that will occur as a result of the project.

3.3.12 Air Quality – The **CONSULTANT** shall provide a narrative regarding the overall effects of the project on air quality, including an analysis of Mobile Source Air Toxics (MSATs) per FHWA's Interim Guidance (February 3, 2006), and indicate the Attainment or Non-Attainment status of the county the roadway is to be improved or constructed.

3.3.13 Noise - The **CONSULTANT** shall perform noise analyses according to 23 CFR Part 772 and the SCDOT Traffic Noise Abatement Policy dated September 1, 2014.

3.3.14 Section 4(f) / 6(f) - **CONSULTANT** shall identify existing and proposed properties within the project corridor that are protected under Section 4(f) or Section 6(f) and the impacts of the project on the resource(s). If necessary, a Draft and Final Section 4(f) Evaluation and/or programmatic 4(f) shall be prepared.

3.3.15 Agency Coordination - **CONSULTANT** will solicit and organize project comments from agency personnel, civic leaders, and private citizens and will schedule and attend up to two meetings. A letter of intent will be sent to affected agencies after Notice-to-Proceed. **CONSULTANT** shall outline any interagency and/or public involvement activities that occur during the project development process.

3.3.16 Social and Economic (Community Impact Assessment, CIA)

3.3.16.1 The **CONSULTANT** will conduct a review of appropriate internet or other data sources available through third parties to gather preliminary information about project location. The **CONSULTANT** will determine study area boundaries. The boundary will include all properties that could be directly affected by the project. The **CONSULTANT** will contact local officials. Email and/or telephone interviews are sufficient, unless the field visit or other research reveals notable concerns.

3.3.16.2 The CIA will catalog existing conditions. The **CONSULTANT** will evaluate and document up to six (6) neighborhoods with the potential for the following categories: LEP populations; Direct Impacts; Proximity Impacts; Cohesion Effects; Impacts to Travel Time, Travel Patterns, Property Access and Exposure; Pedestrian and Bicycle Concerns, Impacts to Social Groups; Relocation Impacts; Impacts to Economic and Business Resources; Impacts to Community Safety and Emergency Response; Impacts to Parks and Community Facilities; Noise Impacts (per results of the separate preliminary noise analysis); Visual/Aesthetic Impacts; and Impacts to Local Land Use and Character. It will also note any areas of community controversy related to the proposed project.

3.3.16.3 The **CONSULTANT** will note the potential need for recommendations related to avoidance, minimization, mitigation, enhancement, community outreach, and public involvement.

3.3.16.4 Environmental Justice - **CONSULTANT** shall identify any low-income and/or minority areas within the general project area, using US census data and determine if there are potentially disproportionately high and adverse effects on this population as a result of the project.

3.4 Public Involvement

3.4.1 The **CONSULTANT** will work with the **CITY** to develop a public engagement plan for the project. The public engagement plan will be developed in a manner that it accommodates the SCDOT Public Engagement Policy for NEPA projects.

3.4.1.1 Prior to the public information meetings, the **CONSULTANT** shall be responsible for conducting one (1) meeting with businesses/universities located on each of the four corners of the intersection of Taylor Street and Harden Street.

3.4.1.2 The **CONSULTANT** shall be responsible for conducting one (1) public information meeting. The meeting will be developed in accordance with the SCDOT Public Engagement Policy. The **CONSULTANT** will provide staff knowledgeable in critical aspects of the project (Roadway, Traffic, Bicycle/Pedestrian) at the public information meeting. No more than four (4) **CONSULTANT** staff are deemed necessary for attendance at the meeting.

3.4.1.3 The **CONSULTANT** shall provide a security guard from local law enforcement agencies or private security firms for all public meetings.

3.4.2 **CONSULTANT** will work with the **CITY** to determine the best methods to broadcast the public information meeting public notice. The **CONSULTANT** will coordinate the date and location of the meetings with **CITY** personnel and will prepare the newspaper ad for the Public Notice. The **CITY** will release the public notice to the newspaper(s).

3.4.3 **CONSULTANT** shall prepare necessary public information meeting materials which may include a project brochure, presentation, associated graphics and displays, sign-in sheets, and summary notes necessary to communicate the proposed project recommendations to the community. The **CONSULTANT** shall provide draft PDF copies of all materials to be used in public meetings to the CITY 5 business days prior to printing for the meeting.

3.4.4 A summary of the public information meeting will be prepared by the **CONSULTANT** and provided to the **CITY** for review and comment.

4. SUBSURFACE UTILITY ENGINEERING

4.1 SUE Work

4.1.1 The **CONSULTANT** shall perform work in two phases. The first phase consists of designating services (Quality Level B and C). For the purpose of this agreement, "designate"

shall be defined as indicating (by marking) the presence and approximate horizontal position of the subsurface utilities by the use of geophysical prospecting techniques. The second phase consists of test hole services (Quality Level A). For the purpose of this agreement, "locate" means to obtain the accurate horizontal and vertical position of the subsurface utilities by excavating a test hole. The CONSULTANT shall provide these services as an aide in the design of right-of-way and construction plans for the project.

4.1.2 Unless specifically stated otherwise, the CONSULTANT shall adhere to the ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02).

4.1.3 Locating shall be estimated on a "per each" basis and shall include all labor, equipment, and materials necessary to provide complete SUE plans.

4.1.4 Direct charges for mileage, meals, lodging, and reproductions shall be shown separately.

4.1.5 Traffic control shall be estimated on a per day basis and shown separately.

4.1.6 No separate payment will be made for mobilization and should be included in the per linear foot or per each price for designating or locating.

4.2 Designating

4.2.1 In the performing of designating services under this agreement, the CONSULTANT shall,

4.2.1.1 Provide all equipment, personnel and supplies necessary for the completion of Quality Level B information for approximately:

4.2.1.1.1 6,000 LF of underground utilities

4.2.1.2 Provide all equipment, personnel and supplies necessary for the completion of Quality Level C information for approximately:

4.2.1.2.1 2,400 LF of underground utilities

4.2.1.3 Provide all equipment, personnel, and supplies necessary for the accurate recording of information for approximately:

4.2.1.3.1 2,400 LF of aerial utilities

4.2.1.4 Conduct appropriate records and as-built plans research and investigate site conditions.

4.2.1.5 Obtain all necessary permits from city, county, state or any other municipal jurisdictions to allow CONSULTANT personnel to work within the existing streets, roads and/or rights-of way

4.2.1.6 Designate the approximate horizontal position of existing utilities by paint markings or pin flags in accordance with the APWA Uniform Color Code scheme along the

utility and at all bends in the line in order to establish the trend of the line. All utilities shall be designated as well as their corresponding lateral lines up to the point of distribution, existing right-of-way limits, or whichever is specifically requested and scoped for each individual project

4.2.1.7 Survey designating marks, which shall be referenced to project control provided byt the surveyor of record

4.2.1.8 Draft survey information using **SCDOT** CADD guidelines for Subsurface Utility Engineering consultants (latest version)

4.2.1.9 Final review and seal of all appropriate work by a professional engineer and/or land surveyor licensed in South Carolina in responsible charge of the project.

4.2.1.10 In the performing of designating services under this agreement, the **CITY** shall,

4.2.1.10.1 When requested, provide reasonable assistance to the **CONSULTANT** in obtaining plans showing the project limits, alignment, centerline, rights-of-way limits (existing and proposed), project controls and other data for selected projects.

4.2.1.10.2 Provide notification to key **SCDOT** District personnel concerning the upcoming SUE services to be provided by the **CONSULTANT**.

4.3 Locating

4.3.1 In the performance of locating services under this agreement, the **CONSULTANT** shall,

4.3.1.1 Provide all equipment, personnel, and supplies necessary for the completion of Quality Level A information for an estimated:

4.3.1.1.1 Four (4) test holes

4.3.1.2 Conduct appropriate records and as-built research and investigate site conditions.

4.3.1.3 Obtain all necessary permits from city, county, state or any other municipal jurisdictions to allow **CONSULTANT** personnel to work within the existing streets, roads and/or rights-of-way.

4.3.1.4 Perform electronic or ground penetrating radar sweep of the proposed conflict and other procedures necessary to adequately "set-up" the test hole.

4.3.1.5 Excavate test holes to expose the utility to be measured in such a manner that insures the safety of excavation and the integrity of the utility to be measured. In performing such excavations, the **CONSULTANT** shall comply with all applicable utility damage prevention laws. The **CONSULTANT** shall schedule and coordinate with the utility companies and their inspectors and site conditions; and such other pertinent information as is reasonable ascertainable from each test hole site.

4.3.1.6 Provide notification to **SCDOT** concerning:

4.3.1.6.1 The horizontal and vertical location of the top and/or bottom of the utility referenced to the project survey datum;

4.3.1.6.2 The elevation of the existing grade over the utility at a test hole referenced to the project survey datum;

4.3.1.6.3 The outside diameter of the utility and configuration of non-encased, multi-conduit systems;

4.3.1.6.4 The utility structure material composition, when reasonably ascertainable;

4.3.1.6.5 The benchmarks and/or project survey data used to determine elevations;

4.3.1.6.6 The paving thickness and type, where applicable;

4.3.1.6.7 The general soil type and site conditions; and

4.3.1.6.8 Such other pertinent information as is reasonable ascertainable from each test hole site.

4.3.1.7 Provide permanent restoration of pavement within the limits of the original cut. When test holes are excavated in areas other than roadway pavement, these disturbed areas shall be restored as nearly as possible to the condition that existed prior to the excavation.

4.3.1.8 Draft horizontal location and, if applicable, profile view of the utility on the project plans using CADD standards as outlined above. A station and offset distance and/or northing and easting coordinates (State Plane) with elevations shall be provided with each test hole.

4.3.1.9 Test hole information shall be formatted and presented on **CONSULTANT**'s certification form and listed in a test hole data summary sheet.

4.3.1.10 Certification form shall be reviewed and sealed by a professional engineer and/or land surveyor licensed in South Carolina and in responsible charge of the project.

4.3.1.11 In the performance of locating services under this agreement, the **CITY** shall,

4.3.1.11.1 When requested, provide reasonable assistance to the **CONSULTANT** in obtaining plans showing the project limits, alignment, centerline, rights-of-way limits (existing and proposed), project controls and other data for selected projects.

4.3.1.11.2 Provide notification to key **SCDOT** District personnel concerning the upcoming SUE services to be provided by the **CONSULTANT**.

5. ROADWAY DESIGN

5.1 The CONSULTANT will develop preliminary, right-of-way, and construction plans to modify the intersection of Harden Street at Taylor Street.

5.2 Design Criteria Report

5.2.1 Prior to beginning development of preliminary plans, the **CONSULTANT** shall prepare and submit, for **CITY** and **SCDOT** review, design criteria for the project. These criteria shall address all design features for roadway and hydraulic design. Upon approval of design criteria, the **CONSULTANT** will be authorized to begin preliminary plans

5.3 Preliminary Plans

5.3.1 The **CONSULTANT** will establish the roadway alignment and profile in sufficient detail and in the appropriate format, in order to clearly illustrate in detail significant design features of the project. The **CONSULTANT** shall develop alternatives to allow for maintenance of traffic during construction of the improvements and shall consider, as a minimum, existing roadway alignment, R/W constraints, and maintenance of traffic requirements when developing the alternatives.

5.3.2 The preliminary plans shall contain sufficient details of pertinent physical features to illustrate the design that will include:

5.3.2.1 Typical sections

5.3.2.2 Geometric control (vertical and horizontal)

5.3.2.3 Reference points

5.3.2.4 Horizontal and vertical alignments

5.3.2.5 Detail plan layout

5.3.2.6 Review of guardrail warrants and slope adjustments

5.3.2.7 Limits of existing right-of-way and adjacent properties

5.3.2.8 Development of preliminary storm drainage plan and type, size, invert elevation and location of major storm drainage features including outfall ditches, sediment basins and roadway ditches

5.3.2.9 Type, size, and location of existing major utility facilities

5.3.2.10 Preliminary cross-sections at 50 foot intervals

5.3.2.11 Construction limits

5.3.2.12 Property lines, property parcel number, and ownership

5.3.2.13 Proposed right-of-way and easements

5.3.2.14 Construction Maintenance/Sequencing Sketches/Rule on Work Zone Safety and Mobility

5.3.2.15 Others as Per **SCDOT** standards

5.3.2.16 Preliminary OPC

5.3.3 The **CONSULTANT** will conform to the following **SCDOT** and FHWA design standards in preparation of the roadway plans. During plan development, the **CONSULTANT** will use the most recent standards in effect at the time of the DFR.

5.3.3.1 **SCDOT** Highway Design Manual (HDM), latest edition;

5.3.3.2 TRB's "Highway Capacity Manual", 2010 edition

5.3.3.3 **SCDOT** Engineering Directive Memoranda and Instructional Bulletins;

5.3.3.4 **SCDOT** Standard Drawings for Road Construction;

5.3.3.5 **SCDOT** Preconstruction Advisory Memorandums;

5.3.3.6 **SCDOT** Plan Preparation Guide, latest edition;

5.3.3.7 **SCDOT** "Road Design Reference Material for Consultant Prepared Plans", June 2010;

5.3.3.8 Standard Provisions of the **SCDOT,** latest edition;

5.3.3.9 **SCDOT** Supplemental Specifications;

5.3.3.10 **SCDOT** Supplemental Technical Specifications;

5.3.3.11 **SCDOT** Standard Specifications for Highway Construction, 2007 edition;

5.3.3.12 Roadway and Bridge Design Standards as published by the **SCDOT**;

5.3.3.13 **SCDOT** Plan Preparation Guide as appropriate;

5.3.3.14 AASHTO's "A Policy on Geometric Design of Highways and Streets", 2001 edition;

5.3.3.15 AASHTO's "Roadside Design Guide", 2006 third edition

5.3.3.16 AASHTO's "Standard Specifications for Transportation Materials", latest edition;

5.3.3.17 **SCDOT** Requirements for Hydraulic Design Studies, latest edition;

5.3.3.18 AASHTO's "Highway Drainage Guidelines"

5.3.3.19 FHWA's Manual of Uniform Traffic Control Devices, 2009 edition;

5.3.3.20 **SCDOT** Supplement to the MUTCD;

5.3.3.21 **SCDOT**'s Rule on Work Zone Mobility and Safety, dated October 1, 2007;

5.3.4 In developing preliminary plans, the **CONSULTANT** will conform as much as possible to existing roadway alignments, profiles, and geometric designs.

5.3.5 Preliminary plans will be developed and serve as the base documents for further refinement into the final right-of-way plans.

5.3.6 All plans will be prepared using MicroStation and GeoPak.

5.3.7 Representatives from the **CITY, SCDOT**, and **CONSULTANT**, involved in roadway, traffic, bridge, and hydrologic design, will perform three (3) Design Field Review (DFR) meetings for the project during the preliminary plan development and final construction plan development. All information gathered during these field investigations will be evaluated and plans revised accordingly. The **CONSULTANT** will provide a summary of each field review.

5.4 Right-of-Way Plans

5.4.1 The purpose of this task is to perform design efforts to the point necessary for development of final ROW plans for the roadway. In this regard, efforts will focus on the identification of construction limits and property requirements. This task will also involve the first stages of implementation of the **SCDOT**'s Rule on Work Zone Safety and Mobility including the completion of the proper forms required by the rule and preparation of a preliminary traffic control/staging plan. Preliminary designs relating to the following activities will be developed.

5.4.2 The plan sheets will depict:

5.4.2.1 Property lines within, and immediately adjacent to, the project, property ownership, improvements on property, control of access, existing and proposed ROW, existing known utilities, construction limits, stations and offsets of all objects such as building corners, trees poles, etc., and erosion control items that affect right-of-way requirements. Easements, both permanent and temporary, as a result of the proposed construction, will be shown. All plans shall be in accordance with the **SCDOT**'s Highway Design Manual and the Plan Preparation Guide.

5.4.2.2 Property layout sheets will depict all parcels of property to be acquired as ROW, and will be assigned a parcel number, the property owner identified (name and tax map reference number), and areas of property obtained and remaining indicated. The entire parcel of property from which ROW is to be acquired will be shown. Reduced scale property parcel drawings will be used as appropriate.

5.4.2.3 Should, during the course of ROW acquisition, changes be necessary which affect ROW, these revisions will be promptly made and identified to the **SCDOT** so that appraisals and acquisitions can be adjusted accordingly.

5.5 Final Roadway Construction Plans

Final Roadway Construction Plans shall be prepared as described herein. The approved ROW plans will be further developed into final roadway plans consisting of the following:

5.5.1 A cover sheet showing a location map, project layout, and index of drawings, summary sheets showing summary of estimated quantities;

5.5.2 Typical roadway sections for the mainline and crossroads for each significant change in sections. These sections will show dimensions, a pavement schedule, and the stations over which the section applies. Also, the minimum Design Speed Criteria, and any exceptions

(horizontal and vertical) to this criteria, will be shown in the box located in the lower right-hand corner of each typical section sheet;

5.5.3 ROW acquisitions, and a tabulation of drainage structures and pipes;

5.5.4 Details, including applicable **SCDOT** standards, and additional clarifying construction details;

5.5.4.1 A general inclusion sheet of clarifying or explanatory notes;

5.5.4.2 Roadway and drainage plan/profile sheets, at a scale of 1 in. equals 20 ft horizontal, and 1 in. equals 10 ft vertical, showing existing conditions, existing utilities (from field survey or information received from utility owners), survey baseline, proposed centerline, edges of pavement, curb and gutter, curb and gutter profiles, medians, sidewalks, driveways, construction limits, alternate pipes and other drainage features, right-of-way, control of access, and easements. Proposed horizontal and vertical geometry will also be shown;

5.5.4.3 Conceptual traffic control plans, Pavement Marking Plans, Erosion Control Plans, and Roadway Structure plans (culverts, retaining walls, etc) illustrating appropriate details for construction. Traffic Control plans will be developed and include all information necessary to satisfy requirements of the **SCDOT**'s Rule on Work Zone Mobility and Safety.

5.5.4.4 Cross sections, at 50-ft intervals at a scale of 1 in. equals 5 ft, showing the existing ground line, proposed template, pavement depth, curb and gutter, sidewalks, and cut and fill earthwork volumes. The final roadway template should show the finished roadway surface on the appropriate cross slopes (normal crown, fully or partially super-elevated) and the level of the bottom of subgrade.

5.5.5 Quantities and Specifications

5.5.5.1 Quantity Computations – Based upon the final plans, quantity computations will be performed by **CONSULTANT** for each item of work designated as unit price pay items. Computations will be tabulated in the quantity summaries on the final plans. Quantities will be broken out by stage for staged construction in bridge plans. A project cost estimate will be provided at the final construction plans stage.

5.5.5.2 Standard Specifications – The "Standard Specifications for Highway Construction and Standard Special Provisions," issued by the **SCDOT**, will apply for materials and construction of all work.

5.5.5.3 Special Provisions – **CONSULTANT** will prepare Special Provisions for those items of work not covered in the Standard Specifications or existing Standard Special Provisions.

5.6 Maintenance of Traffic Design

5.6.1 The **CONSULTANT** will prepare maintenance of traffic design plans.

5.6.1.1 Maintenance of Traffic Plans will be prepared at a scale of 1"=50' with two panels per plan sheet (where possible). The plans will illustrate the areas of construction, the pavement markings, signs, and devices needed to maintain traffic through those areas. Details for barricading and detouring will be provided. Cross sections will be provided at 50-foot intervals for all temporary and detour pavement. Plans will include all construction signing needed for the project. Temporary Traffic Control

(TTC) plans will be submitted with the right of way plans. Preliminary traffic control plans will be submitted in conjunction with the 95% roadway plans and the final signed and sealed traffic control plans along with quantities will be submitted with the final roadway plans.

5.6.1.2 The plan shall address the type of surface to be used for all temporary roadways. Standard traffic control details provided by the **SCDOT** will be incorporated into the plans by reference only. The plans shall conform to the design standards listed under section 6.3.2. The latest edition of each design manual or guide will be used if these are not the most current.

5.6.1.3 This bridge project have been classified as "Intermediate" according to the "Rule on Workzone Safety and Mobility.

5.7 Final Pavement Marking Plans

5.7.1 Final pavement marking plans will be prepared at a scale of 1 inch = 100-feet, unless otherwise agreed, showing location and type of signs, lane lines, stop bars, cross walks, and other appropriate markings. The plans will include dimensions sufficient for field layout. The MUTCD and **SCDOT** details will be incorporated into the plans.

6. TRAFFIC SIGNAL DESIGN

6.1 The **CONSULTANT** shall prepare traffic signal design and plans at a scale of 1"=30' as required for the project.

6.2 The **CONSULTANT** will conform to the following **SCDOT** and **FHWA** design standards in preparation of the roadway plans. During plan development, the **CONSULTANT** will use the most recent standards in effect at the time of the DFR.

6.2.1 Manual on Uniform Traffic Control Devices (MUTCD): 2009 Edition

6.2.2 **SCDOT** Standard Drawings

6.2.3 **SCDOT** Traffic Signal Design Guidelines: 2009 edition

6.3 The signal plans shall show the placement of supports, location of signal heads, location of detectors, the lane configuration, signing related to the signals, pedestrian appurtenances, as applicable and other details pertinent to the layout of the signal. The plans shall also show any necessary adjustments to the operating signal sequence, the local signal timing and existing signal equipment.

6.4 The **CONSULTANT** shall prepare Special Provisions for Traffic Signal Installation based on current **SCDOT** guidelines.

6.5 The scope of services stated above will include the traffic signal design and plans to be developed for the following intersections;

6.5.1 Harden Street at Taylor Street

6.5.1.1 Signal plan modifications for the intersection of Harden Street and Taylor Street. The 8-phase signal will maintain its controller cabinet, existing steel strain pole on the west side of Harden Street and wood poles on the east side of Harden Street. The pedestrian signal will be reviewed for potential modification. The Signal Heads will be updated according to the proposed improvements and flashing yellow arrows (FYA) will be installed per **CITY** and **SCDOT** requirements.

6.6 Traffic Signal plans will be included in the preliminary construction plan submittal for review and comments by the CITY and SCDOT prior to drafting of the final details.

6.7 The CITY will provide existing timing and plans to the CONSULTANT, as available.

6.8 No traffic signal system timings are included as it is assumed the CITY will perform any necessary system timings. The signal phasing and local intersection timings will be detailed in the plans.

6.9 No temporary traffic signal plans for signal adjustments during construction phasing are included.

7. LANDSCAPE AND HARDSCAPE DESIGN

7.1 The **CONSULTANT** will develop preliminary and final landscape and hardscape plans for the intersection of Harden Street at Taylor Street.

7.2 Preliminary Plans

7.2.1 The CONSULTANT will have one (1) meeting with CITY staff to discuss design alternatives for intersection.

7.2.2 After the meeting, the CONSULTANT will develop a concept level streetscape plan focused on enhancing the proposed intersection infrastructure with the creative application of streetscape elements. The streetscape concept will endeavor to tie thematically to the project neighborhood and be cost-conscious based on the proposed scope of intersection improvements. The concept level streetscape plan will be submitted to CITY for comment.

7.2.3 Upon receiving CITY comments, CONSULTANT will develop preliminary streetscape and hardscape plans. These plans will be submitted as a part of the roadway Preliminary Plans submittal.

7.3 Final Plans

7.3.1 The CONSULTANT shall develop construction ready plans from the approved concept streetscape plan. The final hardscape plan will be developed in coordination with the landscape plan.

7.3.2 Final hardscape plans and specifications shall comply with the appropriate current AASHTO Specifications for Urban Design, the AASHTO Roadside Design Guide, the current practices of SCDOT and other requirements of the CITY.

7.3.3 The CONSULTANT shall complete the landscape and hardscape designs based on the approved preliminary plan. The final plans shall be submitted to the CITY for review and approval. The approved plan shall be incorporated into the construction plans, drawn at the same scale as the roadway plans.

7.3.4 Final hardscape design plans and specifications shall be in sufficient form and detail for construction.

7.3.5 The CONSULTANT shall prepare a final estimate of construction cost.

8. GEOTECHNICAL INVESTIGATIONS

8.1 The scope of services outlined below for field exploration, laboratory testing, and engineering analysis/reporting will be performed for the intersection improvements of Harden Street at Taylor Street. It is assumed that there will be no significant geometrical or elevation changes to the existing alignment and widening of the alignment is not considered as a part of this project. The exploration will include coring of the existing pavement at representative locations, sampling of the underlying subgrade and determination of SSV and performing pavement thickness computations.

8.2 The following design standards will apply:

8.2.1 SCDOT Standard Specifications for Highway Construction, 2007, with latest interims;

8.2.2 SCDOT Pavement Design Guidelines, 2008;

8.2.3 SCDOT Standard Supplemental Specifications and Special Provisions;

8.2.4 SCDOT Geotechnical Design Manual (GDM), 2010, Version 1.1;

8.2.5 SCDOT Bridge Design Memorandum (to RPG Structural Engineers and Design Consultants, issued after April, 2006);

8.2.6 SCDOT "Seismic Design Specifications for Highway Bridges", 2008, Version 2.0, with latest interims;

8.2.7 SCDOT Geotechnical Drawings and Details;

8.2.8 SCDOT Standard Drawings for Road Construction;

8.2.9 AASHTO LRFD Bridge Design Specifications, latest edition, with interims.

8.3 Subsurface Exploration

8.3.1 The existing roadway is accessible to a two wheel drive truck mounted drill rig. However, as this is an existing city thoroughfare, traffic control will be necessary during drilling operations. It is assumed that the work can be conducted during normal business hours. The CONSULTANT will perform the following scope of services to provide information about subsurface conditions at the site:

8.3.1.1 Prior to drilling, the CONSULTANT will contact the appropriate statewide one-call utility location service. The CITY, prior to mobilization to the site and Notice to Proceed, must locate and flag any private utilities existing on the site. The CONSULTANT will not be responsible for damage to unmarked private utilities. It is assumed that along with PUPS locates, the horizontal markings of the SUE will be in-place, at a minimum prior to mobilization.

8.3.1.2 CONSULTANT will locate the borings on-site using sub-meter GPS equipment, provided State Plane coordinates for the alignment can be provided prior to mobilization to the site. If this information is not provided, CONSULTANT will

locate borings by making rough measurements from existing site features or will locate borings by converting Latitude/Longitude coordinates from Google Earth into North/Easting coordinates for use with GPS equipment.

8.3.1.3 A City of Columbia Right-of-Way encroachment permit will likely be required for work along Harden Street and Taylor Street. The CONSULTANT will obtain this permit prior to mobilization to the site, if necessary.

8.3.1.4 An SCDOT Right-of-Way encroachment permit will be required for work along Harden Street and Taylor Street. The CONSULTANT will obtain this permit prior to mobilization to the site.

8.3.1.5 The CONSULTANT will subcontract a licensed and bonded traffic control company to provide SCDOT standard traffic control to allow access to the proposed boring locations within the existing roadway. Traffic control used will correspond to high volume urban street traffic with speed limit of 35 mph or less.

8.3.1.6 The CONSULTANT will subcontract a licensed concrete coring/cutting subcontractor to core the existing pavement along Harden Street and Taylor Street to obtain thickness measurements of existing pavement materials, as well as to allow access beneath the surface pavement for borings.

8.3.1.7 The CONSULTANT will provide an on-site field representative during work within Harden Street and Taylor Street. This on-site representative will coordinate the traffic control, coring and drilling subcontractors during initial set-up. Once initial set-up is complete, the on-site field representative will leave the site, and will return only when necessary to observe unusual conditions or to coordinate takedown of traffic controls and demobilization from the site, if necessary.

8.3.1.8 The CONSULTANT proposes to conduct eight (8) Standard Penetration Test (SPT) borings across the site. The quantity and depth of the proposed borings provided below is in general accordance with SCDOT standards. The borings will include:

8.3.1.8.1 4 borings along existing Harden Street as follows:

8.3.1.8.1.1 1 boring south of the intersection of Harden Street and Blanding Street, to a depth of 5 feet,

8.3.1.8.1.2 1 boring north of the intersection of Harden Street and Taylor Street, to a depth of 5 feet,

8.3.1.8.1.3 1 boring south of the intersection of Harden Street and Taylor Street, to a depth of 5 feet, and

8.3.1.8.1.4 1 boring south of the intersection of Harden Street and Hampton Street, to a depth of 5 feet.

8.3.1.8.2 4 borings along existing Taylor Street as follows:

8.3.1.8.2.1 1 boring east of the intersection of Taylor Street and the railroad crossing, to a depth of 5 feet,

8.3.1.8.2.2 1 boring west of the intersection of Taylor Street and Harden Street, to a depth of 5 feet,

8.3.1.8.2.3 1 boring east of the intersection of Taylor Street and Harden Street, to a depth of 5 feet, and

8.3.1.8.2.4 1 boring east of the intersection of Taylor Street and Pine Street, to a depth of 5 feet.

8.3.1.9 The borings will be advanced to their proposed depths or auger refusal, whichever is least. Total planned footage will be approximately 40 feet. In addition to the SPT data, the soil test borings will obtain disturbed soil samples at 2-1/2 foot intervals.

8.3.1.10 One bulk sample of representative subgrade soils will be obtained for use in laboratory testing for pavement design.

8.3.1.11 Ground-water levels will be measured at the time of drilling and prior to leaving the site. Borings will be backfilled with auger cuttings and patched with commercially available cold patch asphalt at the completion of testing.

8.3.1.12 After completion of the field work, the soil samples obtained will be returned to the laboratory. Samples will be visually examined by a member of the CONSULTANT staff and classified in general accordance with ASTM D2488 (Visual-Manual Procedure). Associated laboratory testing including natural moisture content (ASTM D2216), percent fines (ASTM D1140), sieve analysis without hydrometer (ASTM D422) and Atterberg limits (ASTM D4318) will be performed to determine characteristics of soils for the proposed roadway.

8.3.1.13 Physical testing will be performed on the bulk sample obtained from proposed pavement bearing soils. The sample will be obtained to determine bearing ratio of the soils for pavement design. Testing will include classification testing, as detailed above, as well as determining the standard Proctor (ASTM D698) maximum dry density, and then the California bearing ratio (ASTM D1883) of three fabricated pills.

8.4 Geotechnical Report

8.4.1 At the conclusion of the field and laboratory work, the CONSULTANT will prepare a written report which will include:

8.4.1.1 Sampling and testing procedures and the field and laboratory soil test data including SPT boring logs.

8.4.1.2 A discussion of the findings, including a brief overview of site conditions and description of the subsurface profile observed. The CONSULTANT will also

provide surface material thickness at the boring locations and ground-water and/or refusal elevations measured during the site visit.

8.4.1.3 The conclusions and recommendations regarding site conditions, site preparation, suitability of on-site soils for use as structural fill, fill placement and compaction, flexible pavement design values and recommended flexible pavement construction/ thickness and/or overlay section thicknesses.

8.5 Phase 1 Environmental Assessment

8.5.1 The approach to performing a Phase I Environmental Site Assessment (ESA) includes a review of the public record, interviews with appropriate personnel and local agencies, a site reconnaissance, and preparation of a written report containing findings, opinions, and conclusions.

8.5.2 The most widely used guide for performing Phase I ESAs is the standard developed by the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment. The ASTM E1527-13 Standard has been published to satisfy the requirements of All Appropriate Inquiries (AAI) per 40 CFR Part 312 to permit the User to qualify for certain Landowner Liability Protections (LLPs).

8.5.3 ASTM E1527-13 is the standard that will be used for the proposed project. If a variation to ASTM E1527-13 must be used, such as that specified by a lender, the CONSULTANT must be provided a copy of that procedure prior to authorizing the CONSULTANT to proceed. Use of an alternate procedure may require a change to the scope and fee.

8.5.4 Five primary tasks are involved in a Phase I ESA as outlined by ASTM E1527-13:

8.5.4.1 Review of the Public Record

8.5.4.1.1 A review of reasonably ascertainable and practically reviewable public records for the site and identified properties of concern the immediate vicinity will be conducted to characterize environmental features of the site and to identify past and present land use activities, on or in the vicinity of the site, which may indicate a potential for recognized environmental conditions. The review of the public record will include:

8.5.4.1.1.1 Examination of public records made available to the CONSULTANT by regulatory personnel regarding past, present, and pending enforcement actions and investigations at the site and within the immediate vicinity.

8.5.4.1.1.2 Examination of one or more of the following resources: aerial photographs, fire insurance maps, street directories and topographic maps of the site and vicinity for evidence suggesting past uses that might have involved hazardous substances or petroleum products.

8.5.4.2 Interviews

8.5.4.2.1 Interviews with appropriate local officials will be conducted to consider any local knowledge of hazardous substances or petroleum products on the site or on adjacent properties. In addition, a representative of the current property owner will be interviewed (with CITY's permission) regarding their knowledge of any hazardous substances or petroleum products on the site or on adjacent properties.

8.5.4.3 Site Reconnaissance

8.5.4.3.1 A site reconnaissance will be performed to identify visual signs of past or existing contamination on or adjacent to the site, and to evaluate evidence found in the review of public record that might be indicative of activities resulting in hazardous substances or petroleum products being used or deposited on the site.

8.5.4.3.2 The site reconnaissance will include the following activities:

8.5.4.3.2.1 A visual reconnaissance of the site and adjacent properties will be performed to observe signs of spills, stressed vegetation, buried waste, underground or above ground storage tanks, subsidence, transformers, or unusual soil discoloration which may indicate the possible presence of contaminants on the properties.

8.5.4.3.2.2 The periphery of the site will be viewed and a walk-through of accessible areas of the site interior, including any on-site structures, will be conducted.

8.5.4.3.2.3 Areas of the site will be photographed to document the current use(s) of the site as well as significant conditions such as unusually discolored soil, stressed vegetation, or other significant features associated with the site.

8.5.4.4 Tier 1 Vapor Encroachment Screening

8.5.4.4.1 A Tier 1 (non-invasive) Vapor Encroachment Screening (VES) using ASTM E2600-15 is included in the preparation of the Phase I ESA per ASTM E1527-13. The VES for the purposes of this proposed Phase I ESA report does not include a Tier 2 data evaluation or subsurface evaluations such as soil, groundwater, soil gas sampling, and analysis.

8.5.4.5 Written Report

8.5.4.5.1 Upon completion of the public record review, interviews and site reconnaissance, the **CONSULTANT** will provide a written report documenting findings, opinions, and conclusions.

8.5.4.5.2 The conclusions will be presented in terms of the presence or absence of recognized environmental conditions as defined in ASTM Standard

Practice E 1527-13. However, a conclusion of "no evidence of recognized environmental conditions" should not be interpreted as a guarantee or warranty that the property is "clean" or free of all contaminants. Environmental conditions may exist on the site that may not be identified through the scope of ASTM E 1527-13.

8.5.5 Limitations of the Phase I ESA

8.5.5.1 This proposal is solely intended for the Basic Services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the **CITY** and the **CONSULTANT**. Use of this proposal and corresponding final report is limited to above-referenced project and **CITY**. No other use is authorized by the **CONSULTANT**.

8.5.5.2 As indicated in ASTM E1527-13, the practice is intended to constitute all appropriate inquiries to permit the User to satisfy one requirement to qualify for Landowner Liability Protections including the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability in an approach that is both commercially prudent and reasonable. As such, the ASTM standard practice seeks to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions in connection with the site. Further, appropriate inquiry does not imply an exhaustive assessment of real property, but instead calls for the environmental professional to identify a balance between competing demands of limited cost and time and the reduction of uncertainty about unknown conditions.

8.5.5.3 Materials and information used for this project will be obtained by the **CONSULTANT** from "reasonably ascertainable" and "practically reviewable" sources in compliance with the understanding of the standards set forth by ASTM E 1527-13. The review of public records will be limited to information available to the **CONSULTANT** at the time the report is prepared. Interviews with knowledgeable people and local and state government authorities shall be limited to those people whom the **CONSULTANT** is able to contact during the preparation of the report. The **CONSULTANT** presumes information obtained from the public records and from interviews is reliable. However, the **CONSULTANT** cannot warrant or guarantee that the information provided is complete or accurate. In the event responses requested from public agencies are provided to the **CONSULTANT** following the submittal of our report, they will be forwarded to the **CITY** in the form received for evaluation by the **CITY**.

8.5.5.4 The Scope of Service, conclusions, and recommendations are limited by the testing methods and equipment used and based on applicable standards of normal practice in the geographic area at the time this work is performed. No other warranty, expressed or implied, is made.

8.5.5.5 According to standards set forth by ASTM 1527-13, components of the Phase I ESA will expire 180 days from the date of completion of that component and may therefore require updating if the date of property acquisition exceeds this time period.

9. HYDROLOGY AND HYDRAULIC DESIGN

Scope of Services

9.1 All hydraulic design and documents will be in compliance with the following design criteria:

9.1.1 SCDOT's Requirements for Hydraulic Design Studies, latest edition;

9.1.2 SCDOT Standard Drawings;

9.1.3 The Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES) as administered under general permit by the SC Department of Health and Environmental Control (DHEC);

9.1.4 FEMA Regulations, 44CFR Chapter 1;

9.1.5 The State Stormwater and Sediment and Erosion Control Regulations administered by DHEC, 26 S.C. Code Ann. Regs. 72-405 (Supp. 1995) et seq.;

9.1.6 South Carolina State Water Law

9.1.7 AASHTO "Highway Drainage Guidelines" dated 2007;

9.1.8 SCDOT "Stormwater Quality Design Manual";

9.1.9 SCDOT Supplemental Specifications;

9.2 Roadway Drainage

9.2.1 The CONSULTANT will verify the adequacy of the existing drainage structures for post construction conditions. Based on this evaluation, the CONSULTANT will provide recommendations for retaining or replacing drainage structures.

9.2.2 The CONSULTANT will perform roadway drainage design for all proposed replacement pipes and drainage structures.

9.2.3 The CONSULTANT will perform a stormwater management design study to determine the 10-year pre- and post-construction peak discharges for each outfall point. The outfall channel will be evaluated for both discharges to determine the effects of the proposed construction. If there is potential for damage to property from flooding, stormwater management procedures as described in the DEPARTMENT's Requirements for Hydraulic Design Studies will be initiated to minimize the damage.

9.3 Cross Line Drainage Structures

9.3.1 The CONSULTANT will perform a hydrologic and hydraulic analysis on each of the cross drainage structures for the post construction conditions. Based on this evaluation, the CONSULTANT will provide recommendations for retaining, replacing or other drainage alternatives for each cross drainage structure.

9.3.2 The CONSULTANT will provide the cross drainage hydrological and hydraulic services listed below:

9.3.2.1 Establish design criteria

9.3.2.2 Perform field investigation(s) to:

9.3.2.2.1 Inventory the location and condition of the existing cross drainage structures.

9.3.2.2.2 Determine the boundaries of watersheds draining through the area.

9.3.2.2.3 Evaluate the performance of existing structures.

9.3.2.2.4 Evaluate the usability of drainage outfall ditches and make recommendations for proposed improvements to the outfalls as needed.

9.3.2.2.5 Prepare sketches of site.

9.3.2.2.6 Assemble land use or ground cover information of the entire study site for use in the establishing hydraulic resistance parameters.

9.3.2.3 Data Collection

9.3.2.3.1 Land use data for existing and proposed developments.

9.3.2.3.2 Determine if there is any involvement in floodways or flood hazard areas.

9.3.2.3.3 Identify flooding problems associated with the project based on historical information.

9.3.2.4 Basic Engineering Services

9.3.2.4.1 Prepare the appropriate drainage basin map using existing topographic maps, information gathered from the field investigation(s) and available information from federal, state and local agencies.

9.3.2.4.2 Perform a hydrological study of the watershed(s) affected by the anticipated roadway improvements.

9.3.2.4.3 Verify the adequacy of the existing cross drainage structures, including lines originating from median drainage structures, for all additional flows caused by the proposed improvements. Tailwater conditions must be taken into consideration.

9.3.2.4.4 Generate drainage plan sheets, pipe profiles, and drainage details.

9.3.2.5 Development of Summary Reports

9.3.2.5.1 Prepare a Hydraulic Design Study Report summarizing the findings of the hydrological analysis, computations, and structure replacement recommendations.

9.3.2.5.2 Prepare summary tables including pipe location, design flows, results of analysis, recommendations, and design notes.

9.3.2.6 All services described herein will be conducted with reference to **SCDOT** requirements and guidelines, such as "Requirements for Hydraulic Design Studies," the "Plan Preparation Guide," and the **SCDOT** standard plans.

9.4 NPDES Study

9.4.1 The **CONSULTANT** will develop a Sediment and Erosion Control design to identify features and locations that will increase ROW such as potential sediment ponds.

9.4.2 It is assumed that there will not be any further requirements from the **CITY** or **SCDOT** for stormwater quality control beyond traditional conveyance measures, therefore, the **CONSULTANT**, will not design a separate BMP for water treatment as part of the roadway plans.

9.4.3 The **CONSULTANT** shall prepare the SCDHEC Notice of Intent (NOI) and accompanying documentation for submittal to the **CITY**.

10. UTILITY COORDINATION

10.1 The **CONSULTANT** shall have the responsibility of coordinating the project development with utilities that may be affected.

10.1.1 The **CONSULTANT** shall initiate early coordination with utility companies that are located within the Project limits. The **CONSULTANT** will request record drawings from each utility company.

10.1.2 The **CONSULTANT** shall provide the utility companies with design plans as soon as the plans have reached a level of completeness adequate to allow the utility provider to fully understand the Project impacts.

10.1.3 The **CONSULTANT** shall coordinate preliminary review discussions with the utility companies to explain the impact of the Project to companies.

10.1.4 The **CONSULTANT** shall research the prior rights of each utility company's utilities or other facilities. If there is a dispute over prior rights with a utility, the **CONSULTANT** will notify the **CITY**.

10.1.5 The **CONSULTANT** shall prepare and submit to the **CITY**, a Preliminary Utility Report that includes a listing of all utility companies located within the project limits and a preliminary recommendation as to the extent of each company's prior rights. This report shall also include a preliminary assessment of the impact to each company as can best be determined at the

time, as well as a determination of the feasibility of early utility relocations that may begin prior to the start of construction.

10.1.6 The **CONSULTANT** shall be responsible for collecting the following from each utility company that is located within the project limits: Relocation Sketches including letter of "no cost" where the company does not have a prior right; Utility Agreements including cost estimate and relocation plans where the company has a prior right; and Letters of "no conflict" where the company's facilities will not be impacted by the Project.

10.1.7 The **CONSULTANT** shall prepare and maintain a compilation of basic utility relocation plans, for information purposes only, that are simple redlined drawings using adobe acrobat and the current design drawings. These plans will reference any actual relocation plans produced by the 10.1.8 utility as necessary. These plans will be updated as necessary.

10.1.8 The **CONSULTANT** shall prepare and maintain a conflict spreadsheet, for information purposes only, detailing the utilities, the station/offset location, type of conflict, and the necessary resolution. This conflict spreadsheet will be updated as necessary.

11. RIGHT OF WAY SERVICES

11.1 The **CONSULTANT** shall perform all right-of-way acquisition services in accordance with the following tasks for up to 10 parcels requiring permissions:

11.1.1 Perform title searches for properties and provide to the **CITY** a Preliminary and Final Certificate of Title signed by a licensed South Carolina attorney.

11.1.2 Provide a toll-free telephone number for affected property owners/displaced persons to contact **CONSULTANT**.

11.1.3 Establish and maintain quality control and assurance procedures for the entire right of way process.

11.1.4 Make all records dealing with permissions, property acquisition, relocation, and all other costs available for audit by the **CITY**, upon written request.

11.1.5 Acquire the right of way and/or permissions necessary to construct the project in the name of the **CITY** and in accordance with all State and Federal law and regulations.

11.1.6 Retain all records dealing with permissions, property acquisition, relocation, and all other supporting documentation pertaining to this project for three (3) years after completion.

11.1.7 If acquisition is required, develop exhibits in accordance with **SCDOT**'s current Instructional Guide for Preparing Rights of Way Exhibits.

11.1.8 If acquisition is required, right of way staking to provide both the Property Owner and **CONSULTANT** the ability to know the actual impact of the project, will be provided by the **CITY** as required during right of way negotiations.

11.1.9 If acquisition is required, **CONSULTANT** shall provide an appraisal, obtain appraisal reviews, and recommend just compensation for each tract in accordance with the **SCDOT's** Appraisal Manual.

11.1.10 If acquisition is required, **CONSULTANT** shall only use approved appraisers from the following **SCDOT** Approved Appraiser List and Approved Review Appraisers List: http://www.scdot.org/doing/publications_RightOfWay.aspx

11.1.11 If acquisition is required, **CONSULTANT** shall make administrative adjustments in accordance to the **SCDOT's** current Right of Way Manual, per the direction and approval of the **CITY's** Rights of Way Administrator.

11.1.12 If required, CONSULTANT shall prepare and submit condemnation documents per the Eminent Domain Procedure Act Sections 28-2-10 et. seq., South Carolina Code of Laws (1976) as amended, if required by CITY.

12. CONSTRUCTION PHASE SERVICES

The CITY will advise the CONSULTANT of the contractor's schedule and will inform the CONSULTANT when services are required. The work shall consist of providing technical assistance during the construction phase of the project. The work shall be performed on an "as needed" basis as requested by the PM and shall include, but not necessarily be limited to the following activities.

12.1 Construction Administration

12.1.1 Pre-Bid - The **CONSULTANT** shall attend a Pre-Bid conference and will respond to bidder's questions.

12.1.2 The **CONSULTANT** will provide technical assistance to the **CITY** during construction of the project. This will include responses to field questions, assist coordination with the utility companies and the **CITY** as necessary to respond to field changes, and meeting on site during the construction of the project when requested.

12.1.3 Shop Drawings/Working Drawings

12.1.3.1 The **CONSULTANT** will review all shop drawings for compliance with the intent of the plans, specification, and contract provisions. Shop drawings will be reviewed on an advisory basis. The **CONSULTANT** will provide a letter of recommendation and/or comments as appropriate to the **CITY**. Each sheet of shop drawings reviewed by the **CONSULTANT** shall be stamped by the **CONSULTANT** indicating the appropriate action to be taken with the submittal (approved, rejected, approved as corrected, etc.)

12.1.3.2 Working drawings will be reviewed as requested by the **CITY**. Working drawings will be reviewed on an advisory basis. The **CONSULTANT** shall provide a letter of recommendation and/or comments as appropriate to the **CITY**.

12.2 Field Meetings

12.2.1 The **CONSULTANT** will attend field review meetings as deemed necessary by the **CITY**. The purpose of the **CONSULTANT's** site visits will be to provide the **CITY** a greater degree of confidence that the completed work will conform in general to the contract documents.

12.2.2 The **CONSULTANT** will attend site construction visits at the request of **CITY** resulting from contractor requests for interpretation and clarification of the information presented in the plans and special provisions (up to two (2) site visits).

12.2.3 The **CONSULTANT** will attend site construction visits at the request of **CITY** resulting from contractor requests or a change in existing field conditions that differ from those presented in the plans (up to one (1) site visits). The **CONSULTANT** will attend utility coordination meetings during construction to be available for questions (up to three (3) site visits). The **CONSULTANT** will provide support for utility coordination throughout construction. The **CITY** will provide day-to-day utility coordination on the project.

12. 2.4 Meetings resulting from errors or omissions are not included.

12.3 Other Design Activities

12.3.1 Design activities and any necessary plan preparation resulting from requests by the Contractor or a change in existing field conditions that are not considered errors or omissions.

12.3.2 Interpretation of Plans, Specification and Contract Provisions

12.3.2.1 The **CONSULTANT** shall be prepared to provide interpretation and clarification of the information presented in the plans and special provisions and provide recommendations for handling site conditions that differ from those presented in the plans.

12.3.2.2 If requested by the **CITY**, the **CONSULTANT** shall revise the final construction plans to incorporate any design modifications requested by the **CITY's** field construction personnel.

Services of the CITY

The **CITY** agrees to provide to the **CONSULTANT**, and at no cost to the **CONSULTANT**, the following upon request:

- Access to and use of all reports, data and information in possession of the **CITY** which may prove pertinent to the work set forth herein.
- Coordinate, advertise, fabricate and erect signs, and approve location for Public Meeting and Public Hearing. **CONSULTANT** will provide sign messages to **CITY** for sign fabrication.
- Eminent Domain advertisement notice.
- Contract documents - project specific special provisions to be supplied by **CONSULTANT**
- Record as-built roadway plans.

Manhour and Fee Estimate
SC 555 Bridge Replacement ()
Richland County

Attachment B

Three Oak Engineering
Subconsultant

Task Matrices for the Current Estimate (Apple 1)

Consultant Team Fee Totals

Task		Kinsley-Horn and Associates, Inc	E. Haselden & Associates	Point Consulting Services (PCS)	MA Engineering Consultants, Inc	S&ME, Inc	Printecq Group						Totals
01	Project Organization and Management	$ 24,042.70	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 24,042.70
02	Field Surveys	$ -	$ -	$ -	$ 18,727.46	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,727.46
03	Environmental Documentation	$ 47,450.89	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 47,450.89
04	Subsurface Utility Engineering (SUE)	$ -	$ -	$ -	$ 40,242.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 40,242.00
05	Roadway Design	$ 52,065.90	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 52,065.90
06	Traffic Signal Design	$ -	$ 5,100.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,100.00
07	Landscape and Hardscape Design	$ 15,448.97	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,448.97
08	Geotechnical Investigations	$ -	$ -	$ -	$ -	$ 16,604.30	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,604.30
09	Hydrology and Hydraulic Design	$ 17,298.26	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 17,298.26
10	Utility Coordination	$ -	$ -	$ 10,672.80	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,672.80
11	Right-of-Way Services	$ -	$ -	$ -	$ -	$ -	$ 11,600.00	$ -	$ -	$ -	$ -	$ -	$ 11,600.00
12	Construction Phase Services	$ 15,447.49	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,447.49
13		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
14		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
15		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
16		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
17		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
18		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
19		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
20		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Totals	$ 171,754.19	$ 5,100.00	$ 10,672.80	$ 58,969.46	$ 16,604.30	$ 11,600.00	$ -	$ -	$ -	$ -	$ -	$ 274,700.77

Consultant Team Manhour Totals

Task		Kinsley-Horn and Associates, Inc	E. Haselden & Associates	Point Consulting Services (PCS)	MA Engineering Consultants, Inc	S&ME, Inc	Printecq Group						Totals
01	Project Organization and Management	181											181
02	Field Surveys				152								152
03	Environmental Documentation	318											318
04	Subsurface Utility Engineering (SUE)												
05	Roadway Design	413											413
06	Traffic Signal Design		34										34
07	Landscape and Hardscape Design	121											121
08	Geotechnical Investigations					87							87
09	Hydrology and Hydraulic Design	121											121
10	Utility Coordination			124									124
11	Right-of-Way Services												
12	Construction Phase Services	106											106
13													
14													
15													
16													
17													
18													
19													
20													
	Totals	1,260	34	124	152	87							1,657

Source: Copy of 2018-01-17_Harden St Phase IIB Fee Estimate_KHA Incl Subs (2).xlsm • Printed on 3/9/2018 @ 8:33 AM

ATTACHMENT C
SUBCONSULTANT BUSINESS INFORMATION

Business Information Record for Subconsultants/Subcontractors

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

Project: Harden Street Phase IIB Improvements Engineering Services

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

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)
MA Engineering Consultants, Inc. 1941 Savage Road Suite 400-D Charleston, SC 29407 DUNS: 825377575 CAGE Code: 1WVN4	David Lukac (877) 623-2123 Ext. 302	Survey SUE	$58,969.46	21.5%	MBE
E. Haselden & Associates, P.C. 84 Rocky Cove Road Lexington, SC 29072 DUNS: 07-974-3079 CAGE Code: 7E7L7	Elizabeth Carpenter, P.E. (803) 629-9523	Signals	$5,100.00	1.9%	WBE/LBE
S&ME, Inc. 134 Suber Rd Columbia, SC, 29210 DUNS: 088162029 CAGE Code: 1RFW1	Chad Bruorton, P.E. (803) 561-9024	Geotechnical	$16,604.30	6.0%	N/A
Pruitt Consulting Services, LLC 18 Mallet Hill Ct Columbia, SC 29223 DUNS: 080550576 CAGE Code: N/A	Dana Moore Pruitt (803) 609-6921	Utility Coordination	$10,672.80	3.9%	DBE/WBE
Primacq Group, Inc. 111 Executive Center Drive Suite 245 Columbia, SC 29210 DUNS: 606438831 CAGE Code: 79BB3	Fran Bickley (803) 749-5486	Right-of-Way	$11,600.00	4.2%	N/A

TOTAL: $ 102,946.56

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

Business Name: Kimley-Horn and Associates, Inc.

Representative Name / Title: Timothy R. Brumfield, P.E. / Associate

Date: March 7, 2018

ATTACHMENT D

AFFIRMATIVE ACTION UTLIZATION 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 _____%

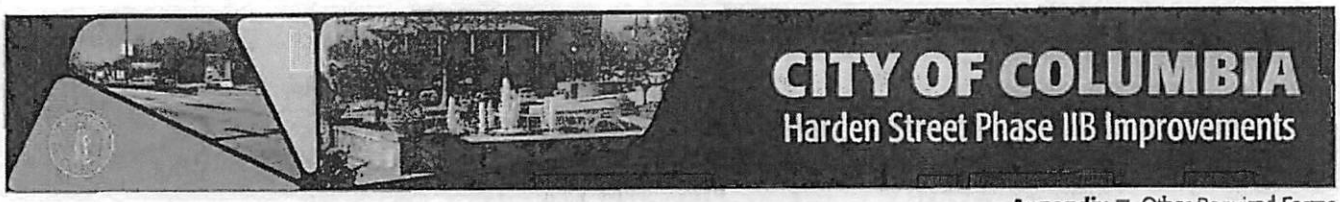
   Total **MBE Participation Percentage** to be subcontracted ____21.5_____%

   Total **WBE Participation Percentage** to be subcontracted ____5.8_____%

   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:

_____
_____
_____
_____



RFP007-16-17-NMJ-Re-bid
Harden Street Phase IIB Improvements (Re-bid) Engineering Services
City of Columbia

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 N/A

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.

Signature	2/16/2017 **Date**
Jonathan Guy, P.E., AICP, Associate **(Print Name)**	Kimley-Horn and Associates, Inc. **Business Name**

ATTACHMENT E

Milestone Project Schedule

Notice to Proceed	
Surveys Complete	2 months from NTP
Preliminary Plans	4 months from NTP
Assume CITY review and plan changes (1.5 month)	5.5 months from NTP
Assume SCDOT review (1 month)	6.5 months from NTP
Preliminary Right-of-Way Plans	8.5 months from NTP
Assume CITY review and plan changes (1.5 month)	10 months from NTP
Assume SCDOT review (1 month)	11 months from NTP
Final Right-of-Way Plans	13 months from NTP
Assume CITY review and plan changes (1.5 month)	14.5 months from NTP
Assume SCDOT review (1 month)	15.5 months from NTP
Right-of-Way Acquisition	21.5 months from NTP
Preliminary Construction Plans	23.5 months from NTP
Assume CITY review and plan changes (1.5 month)	25 months from NTP
Assume SCDOT review (1 month)	26 months from NTP
Final Construction Plans	28 months from NTP

ATTACHMENT F - PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)

3. ____All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the Assistant City Engineer for Construction.

Attach a copy of the written approval from the Department of _____.

_____
Company Name

_____
Signature

_____
Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20___.

_____
Notary Public

We Are Columbia

MEETING DATE:	**August 14, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve Contract Amendment # 3 for Project WM3637; Town of Chapin Water Main Extensions Services, as requested by Columbia Water. Award to Chao and Associates, Inc. in the amount of $279,260.00.**
PURPOSE:	**The following sub-consultants will provide additional services:** **GS2 Engineering, Inc., a Local and Small Business Enterprise of Columbia, SC will provide geotechnical engineering services at $4,300 of the contract value.** **Hazen and Sawyer, PC of Columbia, SC will provide hydraulic modeling and quality assurance reviews services at $12,364 of the contract value.** **Brown and Caldwell of Columbia. SC will provide wetlands, delineations and permitting, technical specification, and construction observation assistance services at $44,000 of the contract value.**
REQUISITION NO.:	**R191856**
FINANCIAL IMPACT:	**Funding Source: 5529999-WM363702-658650 Water and Sewer Capital Projects – WM from Stonewall to Chapin Tank- Capital Project Costs. The original budget amount is $279,260.00.**
ORIGINAL BUDGET:	**$279,260.00**
CLEAN WATER 2020?:	**No**
STRATEGIC GOALS:	**Foster a healthy quality of life, Provide high quality municipal services**

The above referenced Contract Amendment is to compensate Engineer for providing basic engineering design services, design development, bid phase series, construction administration, and construction observation services for water main extensions to the Town of Chapin.

Agreement	Amount	Sub-consulting participation	Sub-consulting participation percentage	DBE participation	DBE participation percentage
Original Agreement	$412,255.00	$80,435.00	19.5%	$7,170.00	1.74%
Contract Amendment #1	$19,823.10	$0.00	0%	$0.00	0%
Contract Amendment #2	$0.00 (Time Only)	$0.00	0%	$0.00	0%
Contract Amendment #3	$279,260.00	$60,664.00	21.7%	$4,300.00	1.54%
Revised Total Amount	$711,338.10	$141,099.00	19.8%	$11,470.00	1.61%

Services to be performed will impact all City Council districts. The Office of the City Attorney has approved the Amendment. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** ChaoandAssociates.2018.WaterMainExtensionstotheTownofChapin.WM3637.CA3.nj (PDF)

Agreement for Engineering Services
Water Main Extensions to the Town of Chapin
Project Number: WM3637

Chao and Associates, Incorporated and City of Columbia, SC

Contract Amendment # 3

June 11, 2018

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Chao and Associates, Incorporated (Engineer) dated April 18, 2012 (Agreement) to compensate Engineer for providing Basic Engineering Design Services, Design Development, Permitting, Bid Phase Services, Construction Administration, and Construction Observation Services for Water Main Extensions to the Town of Chapin (WM3637).

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:	$ 412,255.00
Previous Change Orders:	$ 19,823.10
This Change (addition):	$ 279,260.00
Revised Contract Price:	$ 711,338.10

Additional funds are to be provided in the following manner: 5529999-WM3637-658650

This Change is Acceptable:

Chao and Associates, Incorporated:

Signature GERALD A. LEE (Please Print Name) Date: 7-16-2018

Title: DIRECTOR OF CIVIL ENGINEERING

City of Columbia:

By: _____
Joseph D. Jaco, P.E., Director of Utility Operations

By: _____
Clint E. Shealy, P.E., Assistant City Manager for Columbia Water

By: _____
Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

Approval of Change: _____
Teresa Wilson, City Manager

ChaoandAssociates.2018.WaterMainExtensionstotheTownofChapin.WM3637.CA3.doc

APPROVED AS TO FORM

Legal Department City of Columbia, SC

CHAO
AND ASSOCIATES, INC.
CONSULTING ENGINEERS

December 19, 2017

Mr. Jason Shaw, PE
Water Engineer, Utilities and Engineering
City of Columbia
1136 Washington Street
Columbia, SC 29217

Re: 16" and 12" Water Main Extensions to the Town of Chapin (WM 3637-02)
Engineering Fee Proposal for Phase 2 Realignment and Extension along Woodthrush Rd

PROJECT BACKGROUND, PURPOSE AND SCOPE

Engineering design services for the realignment of the above referenced project identified as Phase 2 and the addition of a water main extension along Woodthrush Rd. The purpose of the realignment is to position the water main along the proposed Town of Chapin roadway recirculation plan which will better serve the adjoining future customers and provide better access for the City for maintenance. Total length of water lines affected by the realignment is 8100 lf of 16" and 3310 lf of 12". Woodthrush water main extension is 3010 lf of 8" water main. See attached project scope exhibit.

Project Owner:	**The City of Columbia** (City)
Prime Consultant:	**Chao and Associates, Inc**. (C&A), Protégé Lead Project, LBE, SBE and DBE.
Sub consultants:	**GS2**, a local LBE and SBE, assist in providing geotechnical services
	Hazen and Sawyer (HS) assist in providing the hydraulic analysis/modeling, and QA/QC route review.
	Brown and Caldwell (BC) assist in wetlands permitting, technical specifications, project management, site observation during construction as requested and provide peer quality assurance reviews.

I Basic Engineering Design Services

1. Preliminary Design Phase

1.1 Conduct a kick-off meeting with the City and collect all the pertinent information including record drawings, hydraulic modeling information and property records and utility documents.

1.2 Route Selection Process

a. Prepare a comprehensive property owners map and existing utilities map. Parcel lines and owner information will be as shown on Lexington County's GIS website. Import proposed roadway improvements developed by Mead and Hunt.

b. Based on above compiled map develop route for proposed realignment that will provide permanent easements outside of the proposed right-of-way when feasible, minimizes the number of property owners impacted and optimizes the service expansion and maintenance capabilities for the City.

c. City to select desired route for design development and send out permission to survey letters to property owners.

1.3 In accordance with all rules and regulations regarding land surveying in South Carolina collect all necessary field boundary and topographic survey data necessary to make educated engineering decisions concerning the project layout. Proposed horizontal controls will be tied to SC state plane and the vertical datum will be NAVD 88. The survey will include all marked utility locations. The engineer will coordinate with the utility location services to have all existing utilities 'painted' prior to field surveying.

1.4 Consultant to identify and delineate any wetlands along the proposed route and prepare necessary documents to obtain permits.

1.5 Perform hand auger testing to determine native soil composition and depth to rock at five (5) strategic locations along the proposed route.

2. Design Development

2.1 Conduct a minimum of four design status update meetings with City personnel. The purpose of these meetings will be to keep the City abreast of the project progress, resolution of design conflicts, and address questions and concerns regarding the final design.

2.2 All construction drawings will be plan and profile of the proposed water main prepared in AutoCAD 2010 and be complete in all detail necessary to construct the project.

2.3 Provide technical specifications covering all aspects of the project design, materials and manner of construction.

2.4 Perform hand auger testing along the selected route at each end of proposed roadway/railroad boring locations. Estimated fifteen crossings.

2.5 Prepare easement exhibits in accordance with the requirements of the City of Columbia for all easements both permanent and temporary as required to construct the project.

2.6 Design Submittal Schedule

30% Design Submittal

a. 30% construction drawings
b. Comprehensive list of easements and encroachments
c. Revised opinion of probable cost
d. Revised project schedule
e. Review team objectives to be accomplished for next submittal.

60% Design Submittal

a. 60% construction drawings including details
b. All easement plats drawn and presented to City
c. Preliminary Project Technical Specifications
d. Revised opinion of probable cost
e. Revised project schedule
f. Review team objectives to be accomplished for next submittal.

90% Design Submittal

a. 90% construction drawings including details
b. Technical specification sections in final formatted form.
c. Geotechnical Report
d. Final opinion of probable cost
e. All design calculations and permit forms completed signed and sealed
f. Revised project schedule
g. Review team objectives to be accomplished for next submittal.

100% Design Submittal

a. One (1) set of signed /sealed drawings (mylar)
b. One (1) unbound set of technical specifications (single sided)
c. Final opinion of probable cost
d. Bid form
e. Digital images (.pdf) of final drawings on CD

3. Permitting

3.1 Submit for construction permitting all necessary plans, forms, calculations, and supporting documents for review and approval by all authorities having jurisdiction. The City will be responsible for all permit fees.

Permit applications anticipated, but not restricted to, are:

SCDHEC Form 1970, *Construction Permit Application, Water/Wastewater Facilities.*

SCDHEC Form 2617, Notice of Intent (NOI) for Stormwater Discharges from Large and Small Construction Activities, NPDES General Permit SCR 100000.

Lexington County Land Disturbance Permit

SCDOT Form 637, Application for Encroachment Permit.

USACOE Section 404 Nationwide 12 General Permit, Joint Federal and State Application Form for Activities Affecting the Waters of the United States or Critical Areas of the State of South Carolina.

Railroad, Application for encroachment permit.

3.2 Incorporate agency review comments from first application and resubmit revised plans, applications, calculations, and supporting documentation. Additional permitting or more than one resubmittal is considered beyond the scope of this project.

3.3 Conduct final review of the completed design and documents incorporating final review comments from the City and furnish the requested number of construction plans to the City for use in permitting, bidding and departmental use.

3.4 Update the preliminary opinion of probable cost based on the final design and more concise engineering quantities and specifications.

4. Bid Phase Services

4.1 Bidding Assistance –Included under this task are the following specific activities:

a. Assist in preparation of the advertisement.
b. Conduct a pre-bid conference, if necessary.
c. Prepare written addenda to interpret, clarify, and amend the contract documents.
d. Answer technical questions from contractors during the bidding period.
e. Review submitted bids for responsiveness and accuracy.
f. Make written recommendation of award

5. Reimbursable Expenses

5.1 The owner shall compensate Chao and Associates for incidental expenses incurred in connection with this project including mileage, printing, duplication, telephone, postage and other out-of-pocket expenses in accordance with the attached billing rate schedule.

II Construction Administration

Costs associated with the following identified tasks will be based upon an estimated construction time of 330 consecutive calendar days and an additional 30 days to final completion.

5.2 Review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by Contractor and consult with City concerning acceptability.

5.3 Attending meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other Project-related meetings, and prepare and circulate copies of minutes thereof.

5.4 Make recommendations to City concerning the disapproval or rejection of Contractor's work while it is in progress if Consultant believes that such Work does not produce a completed Project that conforms to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

5.5 Review and approve or take other appropriate action with respect to Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not include means, methods, techniques, sequences, or procedures of construction or safety programs and precautions incident thereto.

5.6 Requests for Information (RFI's): Issue clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Consultant may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. Field Orders shall not involve change in Contract Price or Time. Up to 100 clarifications, responses to RFI's, and Field Orders have been included in this Agreement.

5.7 Recommend Change Orders and Work Change Directives to City as appropriate, and shall review Change Orders and Work Change Directives as required. Consultant shall not issue such Change Orders and Work Change Directives until the City has approved and accepted Contractor's cost and schedule change to implement such Change Orders and Work Change Directives.

5.8 Evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor.

5.9 Receive and review certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents.

5.10 Act as initial interpreter of the requirements of the Contract Documents, judge the acceptability of the Work and make decisions on all claims of Client and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work.

5.11 Review Contractor Payment Requests based on Consultant's observations and inspections at the site and the data comprising the Application for Payment, and the accompanying data and schedules, and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Client that the Work has progressed to the point indicated and that, to the best of Consultant's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The issuance of a recommendation will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a recommendation for payment will not be a representation that Consultant is responsible for construction means, methods, techniques, sequences or procedures or has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Price.

5.12 Receive, review, and transmit to City with written comments maintenance and operating instructions, schedules, guarantees, certificates of insurance, marked-up record drawings (including shop drawings, and samples), bonds, certificates of inspection and tests and approvals of equipment which are to be provided by Contractor in accordance with the Contract Documents. Determine that their content complies with the requirements of the Contract Documents.

5.13 Following notice from Contractor that Contractor considers the entire Work ready for its intended use, Consultant and the City, accompanied by Contractor, will conduct an inspection to determine if the Work is substantially complete. Based on a positive outcome of the inspection, Consultant will deliver a notice of substantial completion to the City and Contractor. A punch list will be prepared of outstanding items remaining to complete for final certification.

5.14 Assist the City in start-up and operation check out of facilities.

5.15 Prior to final payment to the Contractor, and in company with the City, Consultant will visit the Project to observe any apparent defects in the completed work, assist the City in consultations and discussions with Contractor concerning correction of such defects, and make recommendations as to replacement or correction of defective work. The punch list will be reviewed for completion of all outstanding items.

5.16 Conduct a construction review to determine if the completed Work is acceptable to Consultant and the City so that Consultant may recommend, in writing, final payment to Contractor and may give written notice to the City and Contractor that the Work is acceptable, subject to any conditions therein expressed. Accompanying the recommendation for final payment, Consultant shall indicate that the work is acceptable to the best of Consultant's knowledge, information and belief and based on the extent of the services performed and furnished by Consultant under this Agreement.

5.17 Compile a complete set of Record Drawings that reflect the finished project including all revisions and field changes with an emphasis on locations of buried facilities. Deliverables will include a mylar copy and a digital copy in AutoCAD and .pdf format on a CD.

III Construction Observation Services*

*Fees for this section are based on an estimated twelve (12) hours on average per week for the duration of construction (10 months).

6.1 Conduct monthly progress meeting and on-site field inspection for duration of construction. Construction is estimated to take 10 months weather permitting.

6.2 Report to City any substandard Work that does not conform to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise City on whether the Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

6.3 Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof; and observe record and report to Consultant appropriate details relative to the test procedures and start-ups.

6.4 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and document.

6.5 Coordinate and review the results of tests made by the independent soils and materials testing laboratory.

6.6 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

6.7 Before issuance of a Certificate of Substantial Completion, prepare a punchlist of observed items requiring completion or correction.

6.8 Conduct a final inspection in the company of Consultant, Client and Contractor and assist with the preparation of a final punchlist of items to be completed or corrected.

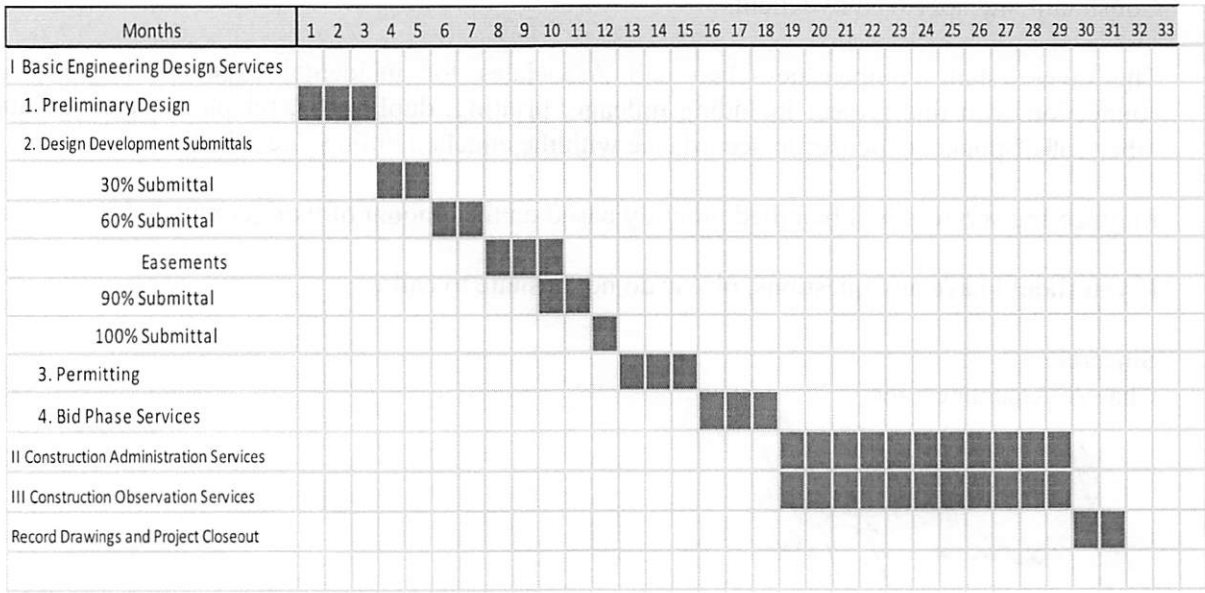
6.9 Observe whether all items on final punchlist have been completed or corrected.

IV Additional Services

The following list of items are not included in the above scope of work but can be provided by Chao and Associates as additional services, if necessary:

a. Level A and B SUE for utility locations.
b. Recordation of easement maps and property plats.
c. Cultural resources survey (historical/archaeological)
d. Protected species survey
e. Wetland/Stream mitigation site selection and design (if necessary).
f. HEC Studies
g. Application fees for permit and regulatory submission, plan approval, and construction permits.
h. Legal advertisement fee (usually billed directly to client)
i. Redesigns of facilities after approval of 60% review plans.
j. Court appearances for litigation, or preparation of same.
k. Engineering services beyond the original construction contract completion date (if applicable).
m. Extended engineering services related to the default of the construction contractor(s) and subsequent efforts associated with Surety companies of their contractors.
n. Additional services not included in the above.

V Schedule



VI Compensation

		Lump Sum
I	Basic Engineering Design Services	
	1.Preliminary Design Phase	$59,500.00
	2.Design Development Submittals	
	30%	$37,416.00
	60%	$28,062.00
	90%	$18,708.00
	100%	$9,354.00
	3. Permitting	$22,370.00
	4. Bid Phase Services	$8,720.00
	4. Reimbursable Expenses	$7,500.00
	Total Basic Engineering Design Services	$191,630.00

		Cost Ceiling
II	Construction Administration Services	$23,507.50
III	Construction Observation Services	$64,122.50
	Total I, II and III	$279,260.00

This price shall be modified only if the Scope of Work is changed. Payment will be as specified in Article IV, "Compensation," of the Agreement.

CHAO CONSULTING ENGINEERS

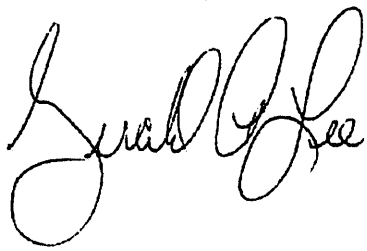
Consultant shall submit periodic invoices to Client, and Client shall pay invoices in accordance with Article IV, "Compensation," of this Agreement. Periodic billing shall be determined by Consultant and approved by Client.

The owner shall compensate Chao and Associates for incidental expenses incurred in connection with this project including mileage, printing, duplication, telephone, postage and other out-of-pocket expenses in accordance with the attached billing rate schedule.

Engineering services will be billed monthly based on the amount of work completed.

If you should have any questions, please do not hesitate to call us.

Sincerely,
Chao & Associates, Inc.



Gerald A. Lee, PE
Director of Civil Engineering

Attachments: Subconsultant Firm Information Records
Chao Standard Rate Schedule
Hourly Fees Task Breakdown
Project Map

ATTACHMENT __
Page 1 of 1

Water Main Extensions to the Town of Chapin Phase 2 Realignment and Extension along Woodthrush Rd

CIP NO. - WM 3637

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 Number	Group (MBE, FBE SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services
GS2 Engineering, Inc. 241 Business Park Blvd Columbia, SC 29203	Ryan MacDonald 803-699-7900 rmacdonald@gs2engineering.com	LBE, SBE	Geotechnical Engineering	$4,300.00
Hazen and Sawyer, PC 1320 Main Street, Suite 300 Columbia, SC 29201	William H. Orne, Jr, PE 803-724-1328 Borne@hazenandsawyer.com		Hydraulic Modeling and Quality Assurance Reviews	$12,364.00
Brown and Caldwell 3800 Fernandina Road Columbia, SC 29210	James F. Mazzei, PE 803-873-9701 JMazzei@BrwnCald.com		Wetlands Delineatiuons and Permitting, Technical Specification and Construction Observation Assistance	$44,000.00

CHAO
AND ASSOCIATES, INC.
CONSULTING ENGINEERS

Standard Rate Schedule

Principal	$210/hr.
Senior Associate	$170/hr.
Project Manager	$160/hr.
Project Engineer	$160/hr.
Engineer	$140/hr.
Senior Cadd Technician	$100/hr.
Designer	$100/hr.
Drafter	$ 80/hr.
Clerk	$ 60/hr.
Registered Surveyor	$ 95/hr.
Two Man Station	$120/hr.
Two Man Station w/ Robotic	$130/hr.
Three Man Station	$140/hr.

Reimbursable Schedule

Mileage	$ 0.515/mile
Color Prints (8 1/2x 11)	$1.00/sheet
Black Prints (8 1/2x 11)	$0.15/sheet
Large drawing print	$3.50/sheet
GPR testing	$1,500/day

All others apply 1.10 multiplier.

7 Clusters Court, Columbia, South Carolina 29210 TEL: (803) 772-8420 FAX: (803) 772-9120 EMAIL: consult@chaoinc.com

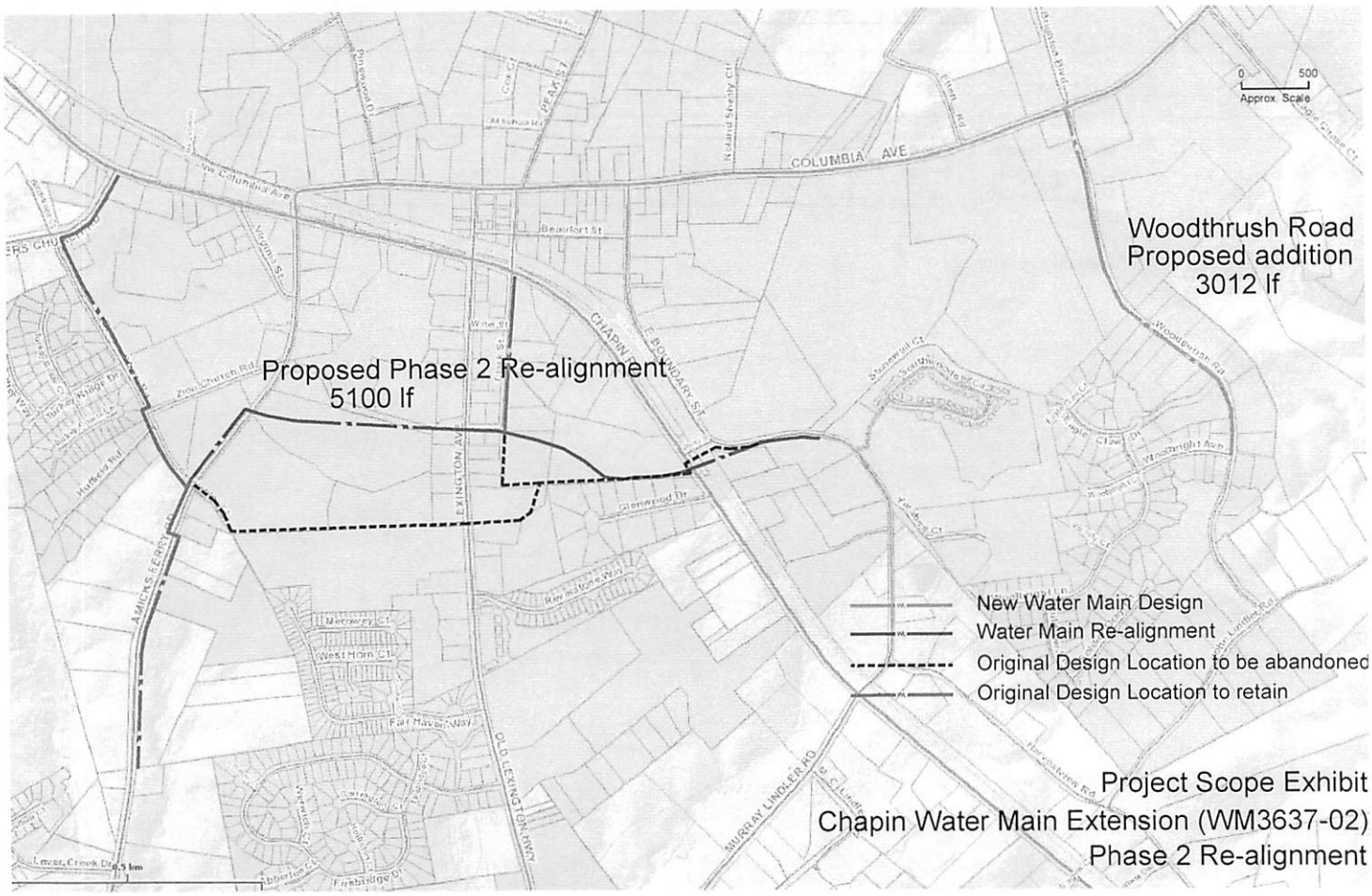
Chapin Water Main Phase 2 Realignment (WM 3637-02)
Hourly Fees Task Breakdown

Manhours by Classification

II - Construction Administration	Principal	SA	PM	Inspect	DE	Surveyor	Two Man Survey w/robot	Tech	AA	B&C *	Total
Construction Meeting Attendance			20							4	24
Shop Drawing Review			6	2							8
Change Order Administration			6								6
Review Pay Applications			10								10
Review Testing and Start-up			2	8	2					4	16
Final Punchlist Inspection			8	8							16
Record Drawings/Closeout Documents		2	2		8	6	40	40	4	2	104
Manhour Totals:	0	2	54	18	10	6	40	40	4	10	**184**
Hourly Payroll Rate:	$210.00	$170.00	$160.00	$110.00	$140.00	$95.00	$130.00	$80.00	$60.00	$193.75	
TOTAL DL + OH:	$0.00	$340.00	$8,640.00	$1,980.00	$1,400.00	$570.00	$5,200.00	$3,200.00	$240.00	$1,937.50	
							Total Task 5			**$23,507.50**	

III - Construction Observation	Principal	SA	PM	Inspect	DE	Surveyor	Two Man Survey w/robot	Tech	AA	B&C	Total
Construction Observation											0
Chao (12 hrs/wk for 10 months (43 weeks))				516							516
B&C										38	38
											0
Manhour Totals:	0	0	0	516	0	0	0	0	0	38	**554**
Hourly Payroll Rate:	$210.00	$170.00	$160.00	$110.00	$140.00	$95.00	$130.00	$80.00	$60.00	$193.75	
TOTAL DL + OH:	$0.00	$0.00	$0.00	$56,760.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,362.50	
							Total Task 6			**$64,122.50**	

* Brown & Caldwell (B&C) NTE 48 hours per proposal


Woodthrush Road
Proposed addition
3012 lf
Proposed Phase 2 Re-alignment
5100 lf
New Water Main Design
Water Main Re-alignment
Original Design Location to be abandoned
Original Design Location to retain
Project Scope Exhibit
Chapin Water Main Extension (WM3637-02)
Phase 2 Re-alignment
COLUMBIA AVE
CHAPIN
E BOUNDARY ST
EXINGTON AV
OLD LEXINGTON HWY
MURRAY LINDLER RD
Approx. Scale

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve Project SS6911; An Agreement for Sanitary Sewer Root Control for fiscal year 2018/2019, as requested by Columbia Water. Award to Duke's Root Control, Inc. in an amount not to exceed $500,000.00. This firm is located in Syracuse, NY.**

PURPOSE: **This is a Clean Water 2020 Program Project. This is the initial annual contract for an additional three (3) annual renewals at the City's option and at the prices submitted in the original bid.**

REQUISITION NO.: **R191052**

FINANCIAL IMPACT: **Funding Source: 5516205-638305 Utilities Wastewater Maintenance - Special Contracts. The original budgeted amount is $500,000.00.**

ORIGINAL BUDGET: **$500,000.00**

CLEAN WATER 2020?: **Yes**

STRATEGIC GOALS: **Provide high quality municipal services**

This project is mandated by EPA and SCDHEC to administer and support the Gravity Sewer System Operations and Maintenance Program (GSOMP). Operating under the terms of the Consent Decree.

The purpose of this project is to kill root growth present in sanitary sewer lines for the City of Columbia and prevent, to the maximum extent possible, regrowth without permanent damage to vegetation producing the roots. The root damage to sewer piping is a significant contributor to Infiltration and Inflow and Sanitary Sewer Overflow.

There was one (1) responsive and responsible bid submitted for this project.

The work specified in this project shall begin on the commencement date as defined in the Notice to Proceed and all work herein specified shall be completed by June 30, 2019.

ATTACHMENTS:

- **#a:** Attachment 4 Contract (PDF)
- #b: Attachment 1 Bid Tabulation and Fisrt Page of Duke's Bid Proposal (PDF)
- #c: Attachment 2 Engineer Letter of Recommendation and Site Map (PDF)
- #d: Attachment 3 Compliance Review and Business Information Record (PDF)

CONTRACT

City of Columbia, South Carolina

CIP #SS6911 (18/19)

Sanitary Sewer Root Control Annual Contract

Bid #050-17-18-DS

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Duke's Root Control, Inc.** with legal address and principal place of business at 1020 Hiawatha Blvd. West, Syracuse, NY 13204, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by the **City of Columbia**, who will act as Engineer in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **to complete construction no later than June 30, 2019** commencing on the date stated in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Four Hundred Fifty-Six Thousand, Seven Hundred Sixty-Two Dollars and Forty-Five Cents ($456,762.45)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems

necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 General Specifications of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Project Manual Specifications.

9.2.9 Target Work Site Maps.

9.2.10 Addenda number 1 dated **June 21, 2018**.

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

ARTICLE 10. MISCELLANEOUS

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

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

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

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

This Contract shall become effective on _____, 20_____.

Contractor	Owner
Duke's Root Control, Inc	City of Columbia, SC
BY Braden L. Boyko	BY _____
	Teresa Wilson, City Manager
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest Constance Wagner	Attest _____
Address for giving notices:	Address for giving notices:
1020 Hiawatha Blvd W.	Department of Procurement and Contracts
Syracuse NY 13204	1800 Main Street, 2nd Floor
_____	Columbia, SC 29201
Date: _____	Date: _____

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

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Event Number	Bid050-17-18-DS Addendum 1	**Organization**	City of Columbia, SC
Event Title	Sanitary Sewer Root Control Annual Contra	**Workgroup**	Purchasing
Event Description	A Pre-Bid Conference is scheduled for June	**Event Owner**	Debbie Scott
Event Type	IFBs	**Email**	dlscott@columbiasc.net
Issue Date	6/7/2018 08:30:01 AM (ET)	**Phone**	
Close Date	6/27/2018 10:00:00 AM (ET)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Duke's Root Control, Inc.	Syracuse	NY	6/26/2018 01:07:42 PM (ET)	1	$456,762.45

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

Submit Responses Online using the City of Columbia's online bidding system, eBidcolumbiasc Phone Number: (803)545-3470	CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT	
Date: June 7, 2018	**Bids will be opened at 10:00 A.M. on 6/27/18 and may not be withdrawn within 60 days after such date and time.**	**Bid No: 050-17-18-DS**

Bid Title: Sanitary Sewer Root Control Annual Contract (SS6911)

Vendor: Duke's Root Control, Inc.

Vendor Mailing Address: 1020 Hiawatha Blvd. West

City-State-Zip: Syracuse, N.Y. 13204

Telephone No: 315-472-4281

Fax No: 315-475-4203

General Contractor License Number:

Reason For No Bid:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

AUTHORIZED SIGNATURE (MANUAL)

Braden Boyko - V.P.
AUTHORIZED SIGNATURE/TITLE (TYPED)

BRADEN@Dukes.com
E-MAIL ADDRESS

General Conditions

Electronic Bids: All bids must be submitted online at eBidcolumbiasc. Bids not submitted on the eBidcolumbiasc system may be rejected. All bids are subject to the conditions specified herein. Those bids that do not comply with these conditions may be rejected.

1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.

2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments.

3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not submitted timely may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone.

4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.

A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.

E. Invoicing & Payment: The successful bidder shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

Columbia Water

Drinking Water • Wastewater • Stormwater

Wastewater Management
Interoffice Memorandum

DATE: June 29, 2018

TO: Debbie Scott, Construction Procurement Specialist

FROM: Matthew Ramsey, P.E., Contracts Project Manager, Wastewater Management Division

RE: SS6911(18-19) Sanitary Sewer Root Control Annual Contract Contractor Recommendation

I, on behalf of the City of Columbia, have reviewed the SS6911(18-19) Sanitary Sewer Root Control Annual Contract Bid#050-17-18-DS Bid Analysis as well as the Bid#050-17-18-DS submittal from the low (and sole) responsive bidder, Duke's Root Control, Inc.

I am satisfied that Duke's Root Control, Inc. supplied all documentation required. It should be noted that Bid Document No. 1, CONTRACTOR's South Carolina Department of Pesticide Regulation (SCDPR) Business License, was not included in the Bid#050-17-18-DS Duke's Root Control, Inc. submittal. However, the low responsive bidder submitted documentation to perform commercial application in accordance with SCDPR Rules and Regulations Article 17, "South Carolina Pesticide Control," Category 12D which does not require an SCDPR Business License by rule. Therefore, the omission of this documentation is satisfactory. All other documentation is satisfactory.

I am also satisfied that the bid price proposed in the Bid#050-17-18-DS Duke's Root Control, Inc. submittal, Four Hundred Fifty Six Thousand Seven Hundred Sixty Two Dollars and Forty Five Cents ($456,762.45) and the associated unit prices are fair and reasonable.

I recommend that the following proposal be submitted to City Council for approval:

- The City of Columbia should enter into contractual agreement with Duke's Root Control, Inc. for services in accordance with the SS6911(18-19) Sanitary Sewer Root Control project documentation, submitted for official bid under Bid#050-17-18-DS.
- The term of the contractual agreement, in accordance with SS6911(18-19) Sanitary Sewer Root Control project documentation, should be on an annual basis through June 30, 2019. The contract should be renewable for up to three (3) additional fiscal years at the sole discretion of the City of Columbia in accordance with the requirements of SS6911(18-19) project documentation.

ASSOCIATED CONTRACT NO.	MEMO SUBJECT	MEMO DATE
SS6911	SS6911(18-19) Sanitary Sewer Root Control Annual Contract Contractor Recommendation	6/29/2018

- The City of Columbia should approve a contract in the amount of $456,762.45 (Contractor's Base Amount) plus an additional $43,237.55 (Owner-controlled Contingency) for a total project authorization of $500,000.00.

Regards,

Matthew Ramsey, P.E.
Contracts Project Manager
Wastewater Management
Columbia Water
Cell: (803) 807-0335
Office: (803) 545-0415

CC: Robert Judy, Gary Porth

SS6911
Root Control
Sewer System Map

Prepared For: Wastewater Maintenance

- City Hall
- Metro WWTP
- PVC Gravity Main
- Not PVC Gravity Main
- >15" Gravity Main
- Sewer Pressurized Mains
- City of Columbia Sewer Pump Station
- Private Sewer Pump Station

Basin Boundary

- Broad River
- Crane Creek
- Gills Creek
- Mill Creek
- Rocky Branch
- Saluda River
- Smith Branch
- West Columbia

Inset A
Metro WWTP

See Inset A

0 0.25 0.5 1 1.5 Miles

Clean Water 2020
We Are Columbia

DHM: November 28, 2017
I:\WI2000_Master\Admin\Cost\Estimate\QS6911_17_18_RootControl

CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Ayesha Driggers, Compliance Administrator

FROM: Debbie Scott, Procurement Contract Specialist,
Department of Procurement and Contracts

DATE: June 27, 2018

SUBJECT: BID#050-17-18-DS Sanitary Sewer Root Control Annual Contract (SS6911 18/19)

Bids for this project were opened publicly at 10:00 a.m., June 27, 2018 in the second floor Conference Room, 1800 Main Street. The bids submitted for this project were in participation with the Local Business Enterprise Program. The apparent *responsive* low and only bidder is Duke's Root Control, Inc., of Syracuse, NY at $456,762.45.

Please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount. Upon completing your review, please sign below indicating that a compliance review has been made and return to me. If a compliance review was not required, please make that notation, sign and return memo back to me.

Thank You.

Juliet M Willey

Ayesha Driggers, Compliance Administrator

Date: 6/27/18

Scott, Debbie L

From: Nelly, Juliet M
Sent: Wednesday, June 27, 2018 4:02 PM
To: Scott, Debbie L
Cc: Driggers, Ayesha G; Ramsey, Matthew M
Subject: RE: PROJECT: Bid#050-17-18-DS Sanitary Sewer Root Control Annual Contract (SS6911 18/19)
Attachments: Memo.pdf

Hi Debbie,

Please see the attached compliance memo for project Bid#050-17-18-DS Sanitary Sewer Root Control Annual Contract (SS6911 18/19). Please note that Dukes does not have any subcontractors, so there were no entries on the BIR. Compliance Review is complete, please let me know if you have any questions. Thanks.

We Are Columbia

Juliet Nelly, CSDP
Program Compliance Specialist
Office of Business Opportunities
1136 Washington Street 5th Floor
P.O. Box 147
Columbia, SC 29217
803.545.4185
jmnelly@columbiasc.net
www.columbiasc.net

From: Scott, Debbie L
Sent: Wednesday, June 27, 2018 3:00 PM
To: Nelly, Juliet M <jmnelly@columbiasc.net>; Driggers, Ayesha G <agdriggers@columbiasc.net>; Ramsey, Matthew M <mmramsey@columbiasc.net>
Subject: PROJECT: Bid#050-17-18-DS Sanitary Sewer Root Control Annual Contract (SS6911 18/19)
Importance: High

Compliance Division: Please See Above Attachments for project program compliance evaluation.

Project Manager: Please review Bid Analysis and submit your Letter of Recommendation of contractor for Council Agenda Approval. In your letter, be sure to notate the contractor's base amount, contingency and total.

Thank You

We Are Columbia

Debbie L. Scott
Construction Procurement Specialist
Department of Procurement & Contracts
803-545-3252 *dlscott@columbiasc.net*
1800 Main Street Columbia SC 29201
PO Box 147 Columbia SC 29217

Business Information Record

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
NO SUBCONTRACTORS USED.				%		
				%		
				%		
				%		
				%		

TOTAL: $ 0.00

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

Business Name: Puke's Root Control, Inc

Representative Name / Title: Braden Boyko, V.P.

Date:

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve Project WM4383; Water Main Construction at South Beltline Boulevard and Gills Creek, as requested by Columbia Water. Award to North American Pipeline Management, a Minority Business Enterprise (Woman) in an amount not to exceed $547,368.75. This firm is located in Marietta, GA.**

PURPOSE: **The following sub-consultants will provide additional services:**

Brad Pace Construction, a Small Business Enterprise of Lyman, SC will provide asphalt paving at (1%)$4,800.00 of the contract value.

Stone Enterprises, a Small Business Enterprise of Mableton, GA will provide directional drilling at (18%) $77,750.00 of the contract amount.

REQUISITION NO.: **R187751**

FINANCIAL IMPACT: **Funding Source: 2539999-638400 FEMA 2015 October Flood Recovery/FEMA Grants Control. The original budget amount is $547,370.00.**

ORIGINAL BUDGET: **$547,370.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

This is a FEMA DR-4241 project.

There were four (4) responsive and responsible bids received for this project.

North American Pipeline Management (NAPM) is located in Marietta, GA. NAPM's base bid submittal was $437,895.00 and with the inclusion of a 25% contingency of $109,473.75, the total requested approval amount is $547,368.75.

The total construction time allocated for this project is one hundred twenty (120) consecutive calendar days from the commencement date as defined in the Notice to Proceed.

ATTACHMENTS:

- **#a:** Attachment 4 Contract - Approved by Legal (PDF)
- #b: Attachment 1 Bid Tabulation and Pg.1 of NAPM Submittal (PDF)
- #c: Attachment 2 Project Engineer Recommendation and Site Map (PDF)
- #d: Attachment 3 Compliance Review Memo and Business Record Info (PDF)

CONTRACT

City of Columbia, South Carolina

CIP # WM4383

Water Main Construction at S. Beltline Blvd. and Gills Creek

FEMA SC Severe Storms and Flooding 2015 DR 4241 / DR 3373

Bid #044-17-18-DS

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **North American Pipeline Management, Inc.** with legal address and principal place of business at 62 Hamby Road SE, Marietta, GA 30067, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by the **City of Columbia**, who will act as Engineer in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred twenty (120)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Four Hundred Thirty-Seven Thousand, Eight Hundred Ninety-Five Dollars and Zero Cents ($437,895.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems

necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 General Specifications of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Specifications: Part 16 "Specifications forWater Distribution System, Materials, and Construction", Part 20 " Specifications for Sodding, Fertilizing and Seeding" .

9.2.9 Drawings, numbered 1 through 7, inclusive and dated 8/1/2017.

9.2.10 Addenda numbers 1 to 4, inclusive.

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

ARTICLE 10. MISCELLANEOUS

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

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

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

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

This Contract shall become effective on _____, 20_____.

Contractor	Owner
North American Pipeline Management, Inc.	City of Columbia, SC
BY Dorelly A. Herford	BY
	Teresa Wilson, City Manager
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest	Attest
Address for giving notices:	Address for giving notices:
12 East Montclair Ave	Department of Procurement and Contracts
Greenville, SC 29609	1800 Main Street, 2nd Floor
	Columbia, SC 29201
Date:	Date:

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

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Event Number	BID044-17-18-DS Addendum 4	**Organization**	City of Columbia, SC
Event Title	Water Main Construction at S. Beltline Blvd	**Workgroup**	Purchasing
Event Description	Pre Bid Conference scheduled for 5/29/18 a	**Event Owner**	Debbie Scott
Event Type	IFBs	**Email**	dlscott@columbiasc.net
Issue Date	5/18/2018 08:00:00 AM (ET)	**Phone**	
Close Date	6/20/2018 10:00:00 AM (ET)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
North American Pipeline Manag	Marietta	GA	6/20/2018 09:05:26 AM (ET)	1	$437,895.00
Stutts & Williams, LLC	Lexington	SC	6/20/2018 09:45:49 AM (ET)	1	$460,860.00
Carolina Tap & Bore, Inc.	West Columbia	SC	6/20/2018 09:46:54 AM (ET)	1	$627,580.00
LAD Construction, LLC	Swansea	SC	6/20/2018 09:12:59 AM (ET)	1	$643,865.00

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

Submit Responses Online using the City of Columbia's online bidding system, eBidcolumbiasc Phone Number: (803)545-3470	CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT	
Date: May 18, 2018	**Bids will be opened at 10:00 A.M. EST on 6/5/18 and may not be withdrawn within 60 days after such date and time.**	**Bid No: 044-17-18-DS**

Bid Title: Water Main Construction at S. Beltline and Gills Creek (WM4383) FEMA SC Severe Storms and Flooding 2015 DR 4241/DR3373

Reason For No Bid:

Vendor:	North American Pipeline Management, Inc.
Vendor Mailing Address:	PO Box 683638
City-State-Zip:	Marietta, GA 30068
Telephone No:	678-820-3991
Fax No:	678-8203993
General Contractor License Number:	G116108

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

Dorelly A. Herford
AUTHORIZED SIGNATURE (MANUAL)

Dorelly A. Herford, President
AUTHORIZED SIGNATURE/TITLE (TYPED)

dorelly.arango@napminc.com
E-MAIL ADDRESS

General Conditions

Electronic Bids: All bids must be submitted online at eBidcolumbiasc. Bids not submitted on the eBidcolumbiasc system may be rejected. All bids are subject to the conditions specified herein. Those bids that do not comply with these conditions may be rejected.

1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.

2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments.

3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that its bid is submitted. Bids which for any reason are not submitted timely will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone.

4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.

A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of error calculating extended price, the unit price will govern.

C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.

E. Invoicing & Payment: The successful bidder shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

Scott, Debbie L

From: Bolling, Andrea R
Sent: Tuesday, June 26, 2018 9:27 AM
To: Scott, Debbie L
Cc: Porth, Gary B; Porter, Toby J; Nelly, Juliet M; Driggers, Ayesha G; Jeanne Yacoub
Subject: RE: Bid#044 S.Beltline Blvd. and Gills Creek (WM4383) FEMA

Debbie,

Engineering has reviewed the bid analysis and the apparent low bid is North American Pipeline Management, with a bid of $437,895. The contingency is $109,475, 25% of the total project bid. This contingency was set at 25% for this project due to its overall complexity. The total bid amount is $547,370. Let me know if you have any questions or need additional information.

-Andrea

Columbia Water

We Are Columbia

Andrea Bolling, PE CFM
Deputy Director of Engineering

Columbia Water
Department of Engineering

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

ColumbiaSCWater.Net
ColumbiaSC.Net

City of Columbia

Project Location S. Beltline & Gills Creek (WM4383)

W E S

Thursday, March 1, 2018

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.

We Are Columbia

CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Ayesha Driggers, Compliance Administrator

FROM: Debbie Scott, Procurement Contract Specialist,
Department of Procurement and Contracts

DATE: June 21, 2018

SUBJECT: BID#044-17-18-DS Water Main Construction at S. Beltline Blvd. and Gills Creek (WM4383) **FEMA SC Severe Storms and Flooding 2015 DR 4241 / DR 3371**

Bids for this project were opened publicly at 10:00 a.m., June 20, 2018 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were **not** in participation with the Local Business Preference Program, Mentor Protégé Program or Subcontracting Outreach Program.

The apparent low bidder is North American Pipeline Management, Inc.

Please indicate by signing below that a compliance review was not required as this project did not fall under your purview. Please return memo back to me.

Thank You.

Juliet M Kelly

Ayesha Driggers, Compliance Administrator

Date: 6/21/18

Business Information Record

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
Brad Pace Construction PO Box 1212 Lyman, SC 29365	Chris Terry 864-434-0797	Asphalt Paving	$4,800.00	1 %	SBE	No
Stone Enterprises 6435 Ivey Road Mableton, GA 30126	David Stone 770-480-5291	Directional Drilling	$77,750.00	18 %	SBE	No
				%		
				%		
				%		

TOTAL: $ 82,550.00

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

Business Name: North American Pipeline Management, Inc.

Representative Name / Title: Dorelly A. Herford, President

Date: 6/20/2018

We Are Columbia

MEETING DATE:	**August 14, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve an Agreement for Project SS7479; Smith Branch 02 SSES Phase 2, as requested by Columbia Water. Award to Stantec Consulting Services, Inc., in the amount of $867,945.00. This firm is headquartered in Alberta, Canada and this project will be handled by the local office in Columbia, SC.**
PURPOSE:	**This is Clean Water 2020 Program Project and a Mentor Protégé Program Project. Chao and Associate, a Minority Business Enterprise of Columbia, SC is the Protégé and will provide CAD survey, and construction administration services at 31.6% ($274,265.00) of the contract value.** **Sub-consultant Hydrostructures of Cayce, SC will provide sewer assessment services at 21.9% ($190,230.00) of the contract value.**
REQUISITION NO.:	**R192208**
FINANCIAL IMPACT:	**Funding Source: 5529999-SS747901-658650. The original budgeted amount is $867,945.00.**
ORIGINAL BUDGET:	**$867,945.00**
BUSINESS PROGRAM:	**Mentor Protege Program**
CLEAN WATER 2020?:	**Yes**
STRATEGIC GOALS:	**Foster a healthy quality of life, Provide high quality municipal services**

The above referenced Agreement is to compensate Engineer for providing technical engineering support to the City for a Sewer System Evaluation Study (SSES) on a portion of the City's sanitary sewer system to identify problems that may lead to sanitary sewer overflows (SSOs) within the Smith Branch 02 Sub-Basin and construction services for the oversight of rehabilitation work for the annual rehabilitation contracts for pipelines and manholes. The services being provided will encompass the following:

Task 1.0 - Project Management and Administration during Assessment, Design and Construction Administration

Task 2.0 - Data Management

Task 3.0 - Sewer Assessment

Task 4.0 - Sewer Assessment Results and Preliminary Design Report

Task 5.0 - Rehabilitation Implementation

Task 6.0 - General Services during Construction

Task 7.0 - Client Controlled Contingency for Additional Services

Services to be performed will impact City Council district 2. The Office of the City Attorney has approved the Amendment. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** StantecConsulting.2018.Smith Branch 02 Phase 2 SSES.SS7479.agr.nj (PDF)
- #b: Consent Decree Acknowledgement (PDF)
- #c: SS7479 location map (PDF)

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is being awarded under procurement method RFQ005-16-17-NMJ Sewer System Evaluation Survey and Sewer Rehabilitation.

This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Stantec Consulting Services, Inc., (hereinafter referred to as the "Consultant"), to provide technical engineering support to the 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) in a portion of the Smith Branch 02 Sub-Basin and construction services for the oversight of rehabilitation work for the annual rehabilitation contracts for pipelines and manholes.

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 Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

II. Supplemental or Additional Services

The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

The Consultant must obtain written approval from the City for any supplemental or additional services prior to the work being performed. If the Consultant fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Consultant for services performed.

III. Term of Agreement

The term of the Agreement is the date of the execution of this *Award or a Notice* to Proceed. This Agreement shall expire, unless terminated earlier as provided for herein, on May 31, 2020, or at such time total compensation provided for herein is reached, whichever is later.

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

IV. Schedule for Completion of Services

The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.

V. Compensation (See Exhibit B)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Eight Hundred Sixty-Seven Thousand, Nine Hundred Forty-Five Dollars and No/100 ($867,945.00).

B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure: See Exhibit F

Failure of the Consultant to follow these invoice requirements will result in the delay of payment of the invoice.

D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit Exhibit G)

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction or his/her designee.

4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

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

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

The Consultant must comply with the affirmative action terms and conditions as outlined herein.

The Consultant, shall in the performance of the Agreement, make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives.

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	_____ %
MBE	31.6 %
WBE	_____ %
LSA	_____ %

The Consultant will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievement of these goals is expected during the life of the Agreement, including any extensions thereof.

VI. Mentor-Protégé Program (http://www.columbiasc.net/business-outreach/)

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 31.6%.

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

VII. Indemnification and Insurance

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

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30)

days prior written notice, by certified mail, return receipt requested, has been given to the City.

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

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

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

Automobile Liability Insurance: Five Hundred Thousand Dollars and No/100 ($500,000.00) combined single limit per accident for bodily injury and property damage.

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

C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

VIII. Permits and Licenses

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

B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

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

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

IX. Duties Upon Termination

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

X. Interest of Consultant

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

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

of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

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 Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

C. Force Majeure;

D. The City, at its sole option and discretion, has the right to terminate this Agreement 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 Consultant 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 Consultant 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 Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

XII. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this 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: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia,

1800 Main Street, 2nd Floor, Columbia, South Carolina 29201.

B. Written notice to the Consultant shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Stantec Consulting Services, Inc., 1411 Gervais Street, Suite 325, Columbia SC 29201.

XIV. Consent Decree

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United Stated District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

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

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

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

for the Consultant's failure to perform pursuant to the Agreement.

E. The Consultant shall perform the services pursuant to this Agreement using sound engineering practices as set forth in Paragraph 9 of 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 Consultant

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

C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

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

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

F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be

undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Consultant .

G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this 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. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

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

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

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

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

K. In carrying out services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.

N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____ _____ Date:_____

Witness **Teresa Wilson, City Manager**

STANTEC CONSULTING SERVICES, INC.

Becky Hachenburg, Vice President Date: 7/23/18

Print: Name/Title **Signature**

Recommended by:

Joseph D. Jaco, P.E., Director of Utility Operations

Clint Shealy, P.E., Assistant City Manager for Columbia Water

Sandra A. Wright, CPPB, Purchasing Agent/
Director of Procurement and Contracts

APPROVED AS TO
Legal Department City of C

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Exhibits for SS7479

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Schedule

Exhibit D – Subconsultant Form

Exhibit E – MPP Implementation Plan

Exhibit F – Invoicing Procedures

Exhibit G – Prompt Payment Affidavit

EXHIBIT A
SCOPE OF SERVICES

City of Columbia
CIP # SS7479
Smith Branch 02 – Phase 2
Sewer System Evaluation Study and Sewer Rehabilitation Implementation

The services performed by Stantec (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. The intent of this project is to meet the requirements of the Continuing Sewer Assessment Program (CSAP) and the Infrastructure Rehabilitation Program (IRP) which are components of the Consent Decree under which the CITY is performing this work.

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.

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. Consultant to confirm with the City all manholes identified in the field where pipes transition to 15-inches or larger (boundary of this scope).

This project includes the collection of 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 all the work outlined in the following specification sections (also attached as **Exhibit E**):

- Section 00313 GIS Database Update for SSES Projects
- Section 00314 Database Template Description PACP for SSES Projects
- Section 00315 Database Template Description Dye Testing for SSES Projects
- Section 00316 Database Template Description Smoke Testing for SSES Projects
- Section 00317 Database Template Description MACP for SSES Projects
- Section 02650 Sewer Line Cleaning Prior to CCTV and Rehabilitation Work
- Section 02731 Sanitary Sewer Television Inspection for SSES Projects
- Section 02760 Dye Testing for SSES Projects
- Section 02764 Gravity Sewer System Smoke Testing for SSES Projects
- Section 02767 Sanitary Sewer Flow Control
- Section 02770 Manhole Inspections for SSES Projects

This project includes implementation of subsequent sewer system rehabilitation to address high priority problems that may lead to SSOs. This includes correcting structural and maintenance related defects and correcting sources of I/I. The rehabilitation implementation tasks include design of the high priority rehabilitation, bidding services, construction inspection, and general services support during construction of the sewer rehabilitation.

The specifications and all associated requirements 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.

The asset naming conventions are defined in the specifications. Please coordinate with the CITY before beginning work to verify naming conventions to be used throughout the project.

Task 1.0 – Project Management and Administration during Assessment, Design and Construction Administration

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 ten monthly progress meetings during the execution of Tasks 1 through 5, and will include a 30 Percent Design Review Meeting. The CONSULTANT will issue meeting minutes for each meeting during Tasks 1 through 5. During Task 5, the CONSULTANT will hold a progress meeting at the 90 percent design completion milestone. At the project milestones (30 percent 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, 90 percent, draft final and final bid set). Electronic copies of the contract documents will also be delivered in PDF format and loaded to SharePoint unless specified otherwise. Milestone checklists will be utilized by the CITY's review team during the 30 and 90 percent design review meetings. A copy of these checklists will be provided by the CITY.
- For Tasks 1 through 6, 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 and loaded to SharePoint at a minimum.

- For Tasks 1 through 5, CONSULTANT shall submit and load to SharePoint 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, CCTV, inspection, dye testing, smoke testing, etc.). A sample Work Summary template will be provided by the CITY for this spreadsheet.
- For Tasks 1 through 6, CONSULTANT will utilize SharePoint, a web based document storage, sharing, and controls website currently in use by the CITY, to share and file documentation of project progress, data, invoices, monthly progress reports, monthly schedule updates, monthly work summary spreadsheets, permits, emails, decisions, deliverables, design and management of the project. All documents should be loaded within seven (7) days to SharePoint. CONSULTANT is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.
- The CONSULTANT shall be responsible for the implementation of the CITY's Public Relations Plan and public notification as required in the specifications during the system evaluation and design phase of the project. CONSULTANT shall attend one public meeting that will occur at approximately the 90 percent design milestone. CONSULTANT shall prepare design technical documents and materials for the meeting, including draft design plans. CONSULTANT shall also have a computer with data accessible to show project area mapping, CCTV videos, zoom camera videos, photos, etc. of the project area and will show the information upon request at the meeting.
- Invoicing for this task will be finalized with the completion of Task 6.
- This scope assumes permissions to enter property are not required.

Task 2.0 - 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)** – CITY to provide a copy of the most recent GIS data including all known wastewater utility assets in the applicable sewer basin. CONSULTANT to review and update existing GIS and provide updated information per specifications.

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. CONSULTANT to follow quality control and continuity check requirements as specified in the specifications, in particular Section 00313 GIS Database Update for SSES projects. 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, Manhole Inspection databases, GIS updates and associated data (including digital photographs, videos, and any other associated records) monthly or agreed upon schedule by the CONSULTANT and OWNER to the OWNER after a full Quality Control review. See specifications for additional information on these submittals. If the CITY determines through the Quality Control review that minor changes need to be made to the submittal, the City will only compensate the CONSULTANT for up to 75 percent of the value of the work invoiced with the remaining 25 percent paid upon the CITY's final acceptance of the submittal. The City will not pay for any rework. The City's Quality Control review will provide comments within three weeks of receiving submittal.

   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. See specifications for additional information on the sample submittal and other submittal requirements.

   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. Final database shall be submitted no later than the date of submittal of the 30 percent Preliminary Design Report.

Task 3.0 - Sewer Assessment

The sewer assessment to be conducted as a part of this project shall include manhole survey, manhole inspection, zoom camera inspection, smoke testing, CCTV, and dye testing 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. CCTV inspection will be conducted on all CITY-owned pipes connected to these manholes. Zoom camera inspections will be conducted with ITY approval when pipes cannot be CCTV inspected. 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 30 manholes associated with pipes less than 15-inches in diameter, and 72,000 linear feet of sewer main less than 15-inches in diameter. The consultant and all associated contractors are responsible for any damages resulting from his/her operations relating to the work performed as a part of this scope.

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 are also required, as defined by 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 30 manholes in the project area. 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 through the City Project Manager 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.

If manholes in the area of the scope of work are found to be owned by an entity other than the City, field work should stop in this area and the Engineer should coordinate with the City on how to proceed. At a minimum the GIS shall be updated to designate a different owner other than the City, as defined in the specifications.

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.

All pipes in this project shall be CCTV inspected as discussed below in **Task 3.0, Part 3**. For pipes that cannot be CCTV inspected, preliminary inspections of the pipelines connected to the manholes may be performed using zoom camera technology. This scope assumes 0 zoom camera inspections will be required. City shall approve the proposed list of pipes to be zoom camera inspected before the field work occurs. Field crews will conduct an initial screening of all adjacent pipes using a pole-mounted, stabilized zoom camera system. This will allow a quick inspection of the pipes to reveal defects, blockages, infiltration sources, etc. The inspector will "assess" each pipe utilizing the zoom feature to inspect the pipe interior. The digital imaging and storage unit included with the camera will be used to record the results of each pipe survey.

Using this preliminary pipe survey information, pipes will be assessed using the NASSCO Pipeline Assessment and Certification Program (PACP) system in a separate PACP database for zoom inspections. Any PACP codes assigned using zoom camera results will be noted as such as detailed in the specifications as the NASSCO standards were developed for CCTV inspection work. Pipes will also be identified as either

a. satisfactory
b. needs cleaning/root treatment
c. needs further inspection, or needs repair/rehabilitation

Detailed technical requirements for the zoom camera inspections are included the specification.

A manhole survey will be performed on each manhole to obtain several pieces of information including **x,y** coordinates, rim elevation, manhole invert elevation, ground 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 in excel format, along with the reasoning, and loaded into SharePoint. 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.

CITY Project Manager and maintenance personnel will be notified of any defects needing immediate attention.

2. **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 new sewers located, as needed, (0 linear feet) within the project area less than 15-inches in diameter. See 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.

3. **Sanitary Sewer Television Inspection** - The CONSULTANT shall submit the CCTV plan for the entire basin to the CITY for review and approval prior to proceeding with the CCTV. CONSULTANT will provide at start of contract a list of pipe segments for with CCTV will be performed. This will take into account:
   a. CCTV to be performed under this contract has not previously been completed in Phase 1 of this project either during the SSES phase or by the contractor during construction phase unless authorized by the City.
   b. sewer lines on Read Street are not included at this time due to their recent replacement. This will be verified by the Consultant at the kickoff meeting at which time additional footage can be added to the scope at the rate specified under Task 7.0.
   c. sewer lines within the area that is now occupied by Spirit Communications Park, defined by boundaries at Bull, Colonial, Harden and Calhoun Streets are not included at this time. During Phase 1 of this contract, these sewers were not CCTVd due to impending development and likelihood that new sewers would be constructed to accomdate increased demand. This will be verified by the Consultant at the kickoff meeting at which time additional footage can be added to the scope at the rate specified under Task 7.0.

   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 all of the sewer lines not previously inspected during Phase 1, (72,000 linear feet) will be CCTV inspected. All sewers shall be cleaned before performing CCTV. This scope assumes that 10 percent of the sewer lines (7,200 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 issues should be field investigated further during the construction phase of the project in order to provide the CITY with mapping as accurate as possible of the existing system.

4. **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 0 dye tests will be required and the cost of which is identified separately herein. See the specifications for additional information, including testing procedures, data collection requirements, and database requirements for dye testing.

Task 4.0 - Sewer Assessment Results and Preliminary Design Report

Task 4.1 - Sewer Assessment Results

This task includes review and analysis of the field data collected in previous tasks. As part of this task, defect tabulations will be performed on the manhole inspections, zoom camera, CCTV inspections, smoke testing, and dye testing data. Defect tabulations shall include a quantification of structural defects and maintenance defects for manholes and pipes as well as classification of smoke testing and dye testing points. This task shall include preparation of a summary of identified sources of I/I to the sewer system organized by sub basins, or portions of sub basins, that indicates the specific types of defects found and the estimated quantity of I/I. This information shall be provided electronically to the CITY in a format that the CITY requires. Criteria for point repairs shall be developed jointly with the CITY and defects requiring point repairs shall be identified.

Each pipe shall be assigned an overall rating using the PACP quick score method and modified as directed by the CITY. Each manhole will be assigned an overall rating using a similar approach, as described in the scoring system to be provided by the CITY. The CONSULTANT will prioritize assets for rehabilitation based on criteria developed jointly with the CITY. Criteria will include the structural and maintenance levels and other criteria that may increase priority including: input from operations and maintenance staff, proximity to creeks, 100 year floodplain, historical SSOs, critical crossings such was major roadway, aerial and above ground crossings, railroad crossings, high profile areas, areas where force mains enter the system, and lines under or near buildings. To assist in this task, the CITY shall provide the CONSULTANT GIS files of waterways, floodplains, roadways, railroads, buildings, parcels, and other pertinent information as available. The rating results shall be included in the 30 percent PDR and also submitted separately as an Excel table as a new tab in the Work Summary spreadsheet labeled Pre-Rehabilitation Condition Rating.

Other criteria should also be evaluated and discussed with the City during this process such as the CITY's desire to rehabilitate all manholes where lines are being rehabilitated, the desire to line or replace all concrete pipes, the desire to have aerial/above ground crossings be encased and replaced with restrained joints, placing manholes on the end of lines where there are lampholes, cleanouts, or dead ends on lines that are not dedicated service lines or are lines owned by the CITY, as well as connecting gaps in areas where pipes are being rehabilitated to minimize breaks between longer runs or rehabilitation in an area.

The CONSULTANT shall make recommendations based on CCTV assessment for rehabilitating or replacing service laterals. This includes the service up to the property line to the existing cleanout, or the placement of a new cleanout if one does not exist at that location. For areas where sewer lines are not in public right-of-way, the cleanouts and services shall be replaced up to the edge of the prescriptive easement of 7.5 feet from the center of the sewer line (unless a different easement is known to exist).

The CONSULTANT shall create a list of all active laterals found based on CCTV inspections, and shall field verify by visual inspection if a City cleanout exists on each lateral, creating a list of "Yes" or "No" on a "City Cleanout Exists" field for each active lateral. A City cleanout exists and should be listed as "Yes" if one is found at the edge of the prescriptive easement or edge of public right-of-way. Otherwise, it should be assumed that one does not exist and listed as "No".

The CONSULTANT shall identify potential utility conflicts that are found based on the above ground inspection of sewer pipes and manholes; and shall submit a list of these conflicts to the OWNER indicating the following with recommendation on how to proceed:

Manhole	Asset Number	Location	Photo	Name of Utility Owner Conflict	Active/Non-Active/Unknown
Pipe	Asset Number	Distance from the Downstream MH	Photo	Name of Utility Owner Conflict	Active/Non-Active/Unknown

Marking of utilities is not included in the scope.

A meeting will be held with the CONSULTANT and CITY to discuss the results of the structural and maintenance condition ranking and prioritization. The CONSULTANT will finalize the ranking and prioritization based on comments received during the meeting.

Task 4.2 - Develop Recommendations

The recommended rehabilitation approach will be determined based on the SSES information. The CONSULTANT is to evaluate multiple rehabilitation methods and make recommendations based on cost and other factors such as O&M, community impacts, CITY standards, etc. Information required for rehabilitation design will include pipes to be lined, pipes to be relocated, pipes to be burst, a list of sags observed, required point repairs, service lateral repairs, manholes requiring lining, and other manhole and pipeline rehabilitation work as required.

Conceptual design level cost estimates for rehabilitation of the sewer and manholes will be prepared as well as a recommended rehabilitation implementation schedule. This task includes a meeting to review the recommended rehabilitation approach.

A schedule of quantities will be developed, which will include, but not be limited to the following types of sewer construction work as applicable:

- Cured-in-place structural pipe lining
- Pipe-bursting replacement
- Pipe relocation
- Rehabilitation of manholes using liner types as allowed by the City specifications
- Replacement of manhole covers and/or frames
- Point repairs to replace sections of damaged or collapsed sewers
- Tree root removal and treatment
- Service lateral and clean-out replacement, addition, and repair (up to the property line)

This Scope of Services assumes open-cut replacement will be evaluated as an alternative for cost-comparison purposes when applicable. The CONSULTANT will work closely with the CITY to determine the available budget for sewer system rehabilitation.

A capacity analysis of the trunk sewer, evaluation of re-routing the sewer, evaluation of structural integrity of aerial crossings, and geotechnical services are not included in this Scope of Services, but may be added by amendment. However, the CONSULTANT shall notify the OWNER immediately of any findings in the field as described in the specifications. These notifications will help the CITY identify any areas that may have potential capacity related issues for further evaluation. Capacity analysis results performed by others, when available, will be incorporated into the rehabilitation decisions and/or priorities for rehabilitation under this Scope.

The CONSULTANT shall also be responsible for preparing and updating in SharePoint on a monthly basis an easement/property issue tracking spreadsheet defining those areas found with permanent easement encroachments and areas of concern for access, repair, and tree/fence/shed/other structure removal using a spreadsheet template provided by the CITY. This should be submitted to the City on a monthly basis. Easement research is not included in this scope.

Task 4.3 - Preliminary Design Report

The CONSULTANT will be responsible for developing a Preliminary Design Report (PDR) summarizing the SSES investigation, the prioritization of sewers for rehabilitation, and the preferred rehabilitation method(s). The PDR should also include a conceptual level cost estimate of the rehabilitation based on historical unit prices in the area. At a minimum, the PDR should consist of the following sections:

Section 1 – Background and Purpose

- Describes the study area, background, and project objectives
- Describes results of the windshield survey, historic SSOs, and interview with CITY staff

Section 2 – SSES Inspections

- Describes the SSES investigations
- Summarizes the changes made to the GIS based on the survey and SSES investigations
- Summarizes the defect tabulations for the manhole inspections, zoom camera investigation, smoke testing, CCTV, and dye testing
- Summarizes the asset rating results
- Describes the methodology for assigning a structural and maintenance rating to each manhole and pipe
- Summarizes and maps the defect and structural rating for each pipe and manhole

Section 3 – Rehabilitation Recommendations

- Describes the rehabilitation recommendations and methodology used to determine the proposed rehabilitation method.
- Describes criteria for prioritization of the sewer pipe and manholes for rehabilitation.

Section 4 – Costs

- Contains the schedule of quantities and conceptual level cost estimates using CITY's bid tab items to be provided to Consultant
- Describes assumptions used to develop the costs

Section 5 – Recommendations and Next Steps

- Summarizes the rehabilitation recommendations and provides a discussion of the next steps

Examples of the level of detail expected in submitted tables, figures, and PDR will be provided by the CITY.

The CONSULTANT will submit a draft PDR to the CITY and attend a meeting to discuss the CITY's comments. Following the meeting, the CONSULTANT shall incorporate the CITY's comments and finalize the report. This submittal is considered the 30 percent design review and this meeting is considered the 30 Percent Design Review Meeting.

CONSULTANT shall present the initial easement/property issue tracking spreadsheet in Excel to the CITY during this meeting, and provide updates monthly after this meeting, as well as load them into SharePoint.

Task 5.0 - Rehabilitation Implementation

Upon completion of the inventory and condition assessment and the CITY's approval of the PDR, the CONSULTANT will prepare the repair and rehabilitation contract documents.

CONSULTANT will prepare contract documents for the CITY in order to invite bids for the construction of the sewer repairs and rehabilitation. This Scope of Services assumes that design drawings and specifications will be developed for 50 percent of the sewer in the project area (or approximately 36,000 feet). The design drawings will be submitted as GIS based drawings. CONSULTANT will provide design, permitting, bidding, and general construction services. It is assumed that work will be implemented under a single construction contract; if multiple construction contracts are required this agreement will be amended to authorize additional engineering services and fees.

Task 5.1 – Design Documents

CONSULTANT will be responsible for the submittal of 90 percent, draft Final (100%), and Final Bid Set documents and meet the following requirements:

Design Drawings

1. Cover Sheet

2. General Notes and Legend
3. Sheet Index
4. Sewer Rehabilitation Sheets – The plan sheets (24-inch by 36-inch) will contain a plan view for sewer rehabilitation at a horizontal scale of one inch equals 100 feet with an aerial background and be detailed enough to be able to determine approximate field conditions for each repair. Houses and streets shall be labeled for better field identification. The sheets shall also contain tables of applicable information such as pipeline rehabilitation method, diameter, material, stationing of point repairs, stationing of lateral rehabilitation, and manhole rehabilitation method. This Scope of Service assumes that profile sheets will not be required. If profile sheets are determined to be required for a given location, the scope and budget will be amended to provide for these services. Sample Drawings will be provided by the CITY. The drawings shall be reproducible in black and white without the need for color to distinguish information shown on the drawings.
5. Sewer Installation Details

Specifications

Standard rehabilitation specifications will be provided by the CITY. The CONSULTANT will be expected to:

1. Modify the CITY standard Bid Form and Measurement & Payment sections as needed to suit the work.
2. Modify the CITY standard Division 2 rehabilitation sections for pipe and manholes as necessary to accommodate the work and take full responsibility for all content of each section.
3. Provide all required Division 1 specifications and additional Division 2 specifications, and Special Provisions section as needed for proper completion of the work.

Technical Review

Ensuring a quality deliverable is the responsibility of the CONSULTANT. CONSULTANT shall have all progress drawings and specifications submitted to an internal technical review committee prior to the 90 percent completion milestone. The CONSULTANT's review committee shall consist of technical staff knowledgeable on the type of work designed and independent from the specific project. Following the technical reviews, design modifications shall be made by the CONSULTANT to finalize the construction documents.

Completion of Construction Documents

Presentation of the construction documents at the 90 percent completion will be made to the CITY following the CONSULTANT's internal technical review. Progress specifications shall be submitted to the CITY along with the drawings. Following the CITY's review, design modifications shall be made by the CONSULTANT and submitted to the CITY as Draft Final Documents (Draft 100 percent). Upon approval, these documents shall be finalized and will be considered Final Documents (Final 100 percent).

Prepare Final Cost Estimates

The CONSULTANT will prepare detailed cost estimates based on the construction documents and submit the cost estimates to the CITY at the 90 percent and final design milestones. The opinions of probable construction cost (OPCC) prepared, for the purpose of setting project budget, and/or funding, represent CONSULTANT'S best judgement as a design professional familiar with the Construction industry. Unless, and to the extent otherwise indicated by the CONSULTANT, such opinions or evaluations are based upon current market rates for labor, material and equipment. The CONSULTANT has no control over the costs of said labor, materials, or equipment, CONTRACTOR'S methods of determining bid prices, competitive bidding environments, unidentified field conditions, market conditions, hyper-inflationary or deflationary price cycles, or any other factors that may affect the OPCC, the project budget or negotiating conditions at the time of project execution. The OPCC is a "snapshot" in time and that the reliability of the OPCC will degrade over time. Accordingly the CONSULTANT does not warrant or represent that construction bids or negotiated prices will not vary from the good faith OPCC.

Task 5.2 – Permitting

This scope assumes that a South Carolina Department of Transportation (SCDOT) Encroachment Permit, the City of Columbia Encroachment Permit, and any required County encroachment permits are included. It is assumed that standard traffic control details will be included in the design documents and that the Contractor will be developing detailed traffic control plans.

The CONSULTANT shall estimate the area of disturbance and must notify the CITY immediately if the area of disturbance is found to be over 1 acre. It is assumed that a storm water NPDES permit is required and included. Wetland delineation, wetland or stream mitigation work is not included. This Scope of Services does not include railroad encroachment permits, but these can be added by amendment if required.

Task 5.3 – Project Bidding

The CONSULTANT shall provide services during the bidding phase to include leading a pre-bid conference, providing technical interpretation of the bid documents, preparing addenda, attending the bid opening, evaluating the bids and recommending award, and preparing Contract Documents for signature. Conformed documents incorporating all addenda items issued will also be the responsibility of the CONSULTANT.

It is assumed that the duration of the Bid Period will be six weeks and that the CITY will be distributing the bid packages. An additional two months is assumed from selection of the Contractor to the issuance of the Notice to Proceed. While a formal prequalification process is not anticipated, the CONSULTANT will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

Task 6.0 – General Services during Construction

This scope assumes that 50 percent of the sewer length within Basin SB02 televised during Phase 2 will be rehabilitated during construction (or approximately 36,000 feet). After award of the contract, CONSULTANT will assist the CITY with contract administration and provide full-time observation of the construction work, taking into account initial construction ramp-up time and concluding construction ramp-down time. It is anticipated that the construction period for the

sewer rehabilitation project will be 10 months (300 days) for substantial completion and 30 days for final completion for a total construction duration of 330 days. An increase in the construction schedule may require an amendment to authorize additional construction services.

The CONSULTANT shall be responsible for enforcing the City's Public Relations Plan and public notification as required in the CITY's rehabilitation specifications.

The CONSULTANT will provide general services during construction as described herein. In the performance of its services during the Construction Phase, the CONSULTANT shall not supervise, direct or have control over Contractor's work nor shall the CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incidental to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.

Administration of Construction Contract

As part of general administration of the construction contract, the CONSULTANT will consult with and advise the CITY and act as its representative during the construction period. The CONSULTANT will provide contract administration and general services required for the Project, including:

- As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through the CONSULTANT. On behalf of the CITY, the CONSULTANT shall administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
- Maintain a complete document file for the project and load all documents to SharePoint. 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;
- Prior to pre-construction meeting, prepare a list in spreadsheet format of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties. These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals;
- 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. One pre-construction meeting and nine monthly progress meetings are budgeted.
- Document and store all project related files in SharePoint. This includes the following, logs, submittals, important emails, record drawings, meeting minutes, all quality testing results, change orders, potential change orders, requests for information, monthly schedule updates, monthly progress meeting minutes, other meeting minutes, monthly work summary spreadsheets, pay applications, permits, decisions, deliverables, emails, etc. The CONSULTANT may place a portion of the burden on the CONTRACTOR through the

construction documents, but the CONSULTANT is ultimately responsible in ensuring that all documents are loaded. CONSULTANT is responsible for ensuring that all documents loaded are in final approved format (example-pay applications, etc.). All documents should be loaded within seven (7) days to SharePoint. CONSULTANT is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.

- 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 pay application by the CONTRACTOR. A comprehensive list is to be provided with each pay application identifying each pipe and/or manhole or other asset, and what was done (cleaning, lining, etc.). A sample Work Summary template will be provided by the CITY for this spreadsheet. The CONSULTANT may place a portion of the burden on the CONTRACTOR through the construction documents, but the CONSULTANT is ultimately responsible for submittal and accuracy of this monthly Work Summary spreadsheet. CONSULTANT shall check the Work Summary monthly against the pay items for that month for accuracy.

Site Visits and Observations by Engineer

The CONSULTANT shall provide site visits by the Engineer, as noted in 6.1, (taking into account initial construction ramp-up time and concluding construction ramp-down time) of the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During the CONSULTANT's visits, and on the basis of on-site observations, the CONSULTANT shall keep the CITY informed of the progress of the work, shall endeavor to guard the CITY against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents.

Shop Drawing Review

The CONSULTANT will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, post rehabilitation data and media, bypass plans, dewatering plans, site management plans and all other data that the Contractor is required to submit for conformance with the Contract Documents; assuming no more than 100 submittals, and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments. This task includes review of the pre-construction video performed by the Contractor and advice to the CITY regarding Contractor's suggestions for additions or deletions of required work and confirmation of the selected rehabilitation method throughout the life of the project. The CONSULTANT will review cured-in-place liner design calculations provided by the Contractor.

Preparation of Design Clarifications

The CONSULTANT will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

Work Change Directives will be issued to document required work not contained in the contract documents. A log of changes shall be kept on SharePoint. This scope does not include reissuing the drawings.

Quality Assurance Testing

The CONSULTANT will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs and as defined in the City specifications. CONSULTANT is responsible for ensuring that all tests required during the construction project are enforced, documented, logged, and all logs and documents are loaded into SharePoint.

Review of Applications for Payment

Based on on-site observations and review of the applications for payment with the accompanying data and schedules, the CONSULTANT will determine the amounts payable to Contractor on a monthly basis. The CONSULTANT will then recommend by email to the CITY, payments reasonably due to Contractor.

Change Orders and Time Extensions

The CONSULTANT will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY/CONSULTANT or the Contractor and make revisions to Drawings and Specifications occasioned thereby. It is assumed there will be no more than five change orders. An accurate listing of additional costs and credits as a result of change orders will be maintained by the CONSULTANT. Upon receipt of a requested change order, the CONSULTANT will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract. A log of all change orders and time extensions pending and approved shall be maintained as a part of the monthly construction progress meeting minutes.

Final Inspections

The CONSULTANT will conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion and prepare a punch list of work items remaining. The CONSULTANT will conduct one final inspection to determine if the work is acceptable, so that the CONSULTANT may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable. The CONSULTANT will observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by the CONSULTANT. It is assumed that the CONSULTANT will review 100 percent of the post rehabilitation inspection videos provided by the Contractor. Comments from review of post-rehabilitation inspection tapes and the final inspection visit will be incorporated into the final punch list and forwarded to the Contractor.

Final Completion

At the conclusion of the project, the CONSULTANT will receive, review and transmit to the CITY with written comments guarantees, bonds, and certificates that are required by the Contract Documents and provided by the Contractor. Record drawings are the responsibility of the CONSULTANT and must be submitted in PDF format and with all finalized data entered into the GIS database and submitted to the CITY for review and approval. ALL database submittals shall meet the CITY's formatting and naming requirements and include all fields defined by the CITY. Any tables created as a part of the record drawings shall also be submitted in Excel format and loaded to SharePoint.

In addition to record drawings, CONSULTANT shall update the condition ratings for all pipes and manholes in the project area with their final post-rehabilitation condition rating separately in an Excel table as a new tab in the Work Summary spreadsheet labeled Post-Rehabilitation Condition Rating.

Task 6.1 – Full Time Construction Inspection

General

The Consultant shall furnish a Project Representative who shall on a full-time basis observe performance of the work of the Contractor. The Project Representative is the Consultant's employee or agent at the construction site, will act as directed by and under the supervision of the Consultant, and will confer with the Consultant regarding the Project Representative's actions. The Project Representative's dealings in matters pertaining to the on-site work shall in general be with the Consultant and the contractor keeping the CITY advised as necessary. The Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of the contractor. The Project Representative shall generally communicate with the CITY with the knowledge of and under the direction of the Consultant.

Construction work will take time to ramp up at the beginning and slowly tamper off at the end with the majority of the work occurring during the middle of the construction period. The following is a breakdown on the proposed inspection hours during the 48-week contract duration:

- Weeks 1 to 4: 16 hours per week
- Weeks 5 to 30: 40 hours per week
- Weeks 30 to 38: 48 hours per week
- Weeks 39 to 43: 40 hours per week
- Weeks 44 to 48: 16 hours per week

The total number of inspection hours for the construction duration is 1,776 hours. If additional hours are needed they can be added with addendum.

Duties and Responsibilities of the Consultant /Project Representative

Conferences and Meetings

- Attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences and other Project related meetings.

Liaison

- Serve as the liaison with the contractor, working principally through the contractor's superintendent and assist in understanding the intent of the Contract Documents, and serve as the CITY's liaison with the contractor when the contractor's operations affect the CITY's on-site operations.
- Assist in obtaining from the CITY additional details or information, when required for proper execution of the work.

Review of Work, Rejection of Defective Work, Inspections and Tests

- Conduct on-site observations of the work in progress to determine if the work is, in general, proceeding in accordance with the Contract Documents.
- The Project Representative shall report to the Consultant whenever the Project Representative believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, has been damaged or does not meet the requirements of any inspection, test or approval required to be made, and advise the Consultant of work that the Project Representative believes should be corrected or rejected or should be uncovered for observation or requiring special testing, inspection or approval.
- Verify that tests are conducted in the presence of appropriate personnel, and that the contractor maintains adequate records thereof, and observe and record appropriate details relative to the test procedures.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project and record the results of these inspections.

Interpretation of Contract Documents

- The Project Representative shall report to the Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to the contractor clarifications and interpretations as issued by the Consultant.

Modifications

- Consider and evaluate the contractor's suggestions for modifications in drawings and specifications. Transmit to the contractor decisions as issued by the Consultant.

Records

- Maintain at the job site and/or at the Consultant’s office, orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all work directives, changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

Reports

- Furnish periodic reports as required of progress of the work and of the contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
- Consult with the CITY in advance of scheduled major tests, inspections or start-up of important phases of the work.
- Report immediately to the CITY upon the occurrence of any accident.

Completion

- Before the Consultant issues a certificate of substantial completion, submit to the contractor a list of observed items requiring completion or correction.
- Conduct final review of the work in the company of the CITY and the contractor and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make recommendations to the CITY concerning acceptance.

Limitations of Authority - Consultant /Project Representative

- Shall not exceed limitations of the Consultant's authority as set forth in the contract documents.
- Shall not undertake any of the responsibilities of the contractor, subcontractors or the contractor's superintendent.
- Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept shop drawings or sample submittals from anyone other than the contractor.

Task 7.0 – Client Controlled Contingency for Additional Services

This task is reserved for additional services that may be determined by the CITY to be needed during the project related to this work. The use of this task is not authorized without direct written authorization by the CITY including a description of the additional work, price, and schedule as proposed by the CONSULTANT and agreed upon by the CITY. This task includes a total budget amount of $42,690.

The following table provides a unit price for field services in the event new manholes and/or sewer lines are identified during field investigation. Unit prices include all tasks associated with these

items in the scope as if they were originally included in the project scope, including project management, data review, recommendations, incorporation into plans, traffic control, heavy cleaning, and by-pass pumping.

Service	Unit	Unit Price
Manhole Inspection	EA	$137.50
Manhole Survey	EA	$137.50
Zoom Camera Inspection	EA	$82.50

Service	Unit	Unit Price
Smoke Testing	LF	$0.50
CCTV	LF	$2.85
Dye Testing	EA	$1,320.00

EXHIBIT E

SSES SPECIFICATION SECTIONS (latest version at execution of agreement included by Reference)

- Section 00313 GIS Database Update for SSES Projects
- Section 00314 Database Template Description PACP for SSES Projects
- Section 00315 Database Template Description Dye Testing for SSES Projects
- Section 00316 Database Template Description Smoke Testing for SSES Projects
- Section 00317 Database Template Description MACP for SSES Projects
- Section 02650 Sewer Line Cleaning Prior to CCTV and Rehabilitation Work
- Section 02731 Sanitary Sewer Television Inspection for SSES Projects
- Section 02760 Dye Testing for SSES Projects
- Section 02764 Gravity Sewer System Smoke Testing for SSES Projects
- Section 02767 Sanitary Sewer Flow Control
- Section 02770 Manhole Inspections for SSES Projects

EXHIBIT B

COMPENSATION

City of Columbia
CIP # SS7479
Smith Branch 02 – Phase 2
Sewer System Evaluation Study and Sewer Rehabilitation Implementation

Compensation for services provided under Tasks 1 through 7 as outlined in Exhibit A, Scope of Services, is estimated to be a total of $867,945. This includes $466,575 of lump sum tasks, $213,450 of unit price tasks, as well as $187,920 of hourly tasks. Lump Sum, Unit Price, and Hourly tasks are clearly labeled in the chart below.

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

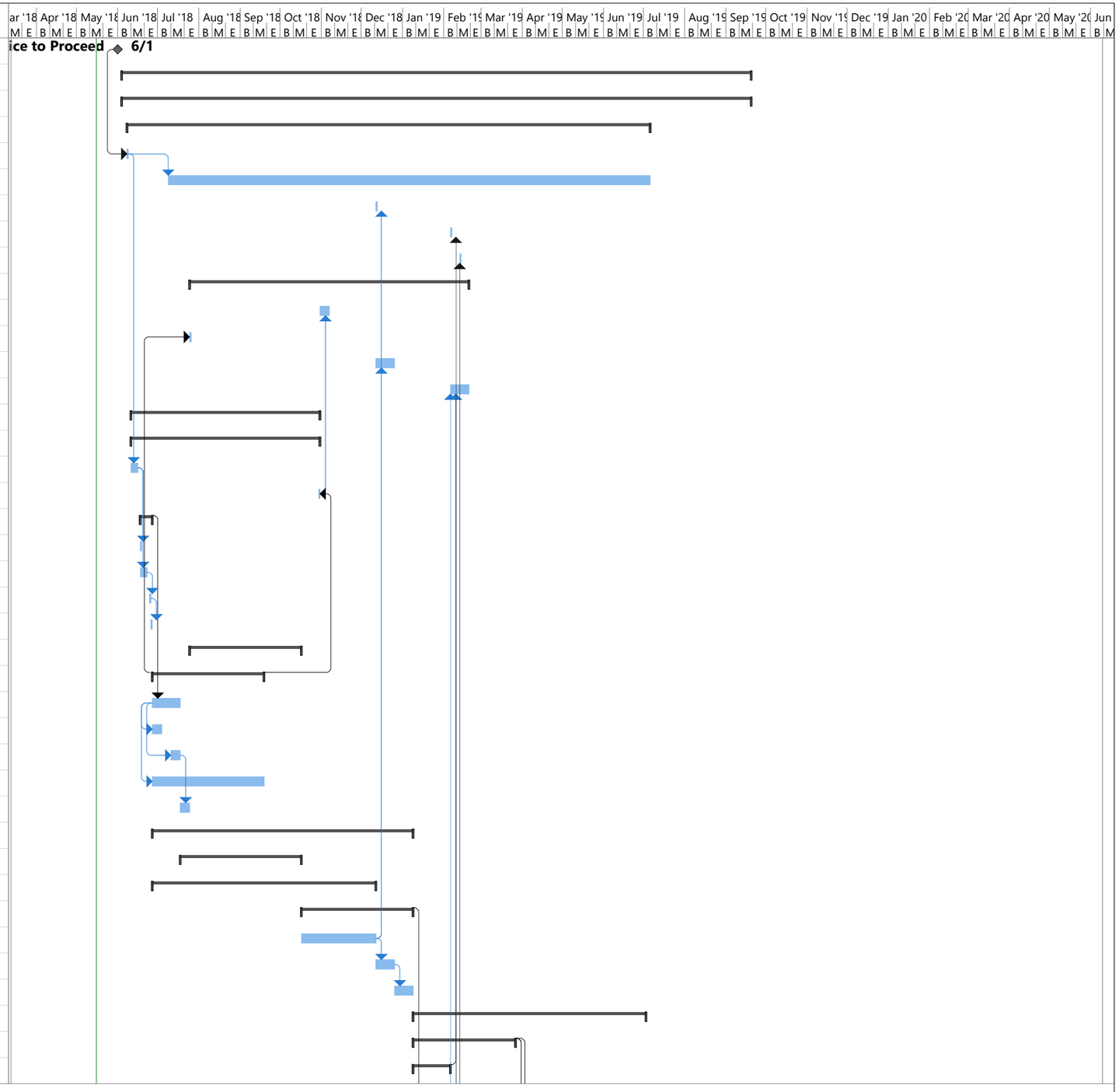
Task	Description	Lump Sum, Unit Price, or Hourly	Subconsultants	Total
1.0	Project Management and Administration during Assessment, Design and Construction Administration	Lump Sum	$3,780	$93,010
2.0	Data Management	Lump Sum	$1,120	$18,500
3.0	Sewer Assessment	Unit Price	$193,980	$213,450
4.0	Sewer Assessment Results and Preliminary Design Report	Lump Sum	$8,400	$80,380
5.0	Rehabilitation Implementation	Lump Sum	$4,000	$66,185
6.1	General Services During Construction	Lump Sum	$91,335	$208,500
6.2	Full Time Construction Inspection	Hourly	$161,880	$187,920
7.0	Client Controlled Contigency for Additional Services	TBD	$37,356	$42,690
	Total of Contract		**$464,495**	**$867,945**
	% of Contract to Subconsultants		54%	
	% of Contract to Protégé		32%	

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

EXHIBIT C

City of Columbia
CIP # SS7479
Smith Branch 02 – Phase 2 SSES and Sewer Rehabilitation Implementation
Schedule – Gantt Chart

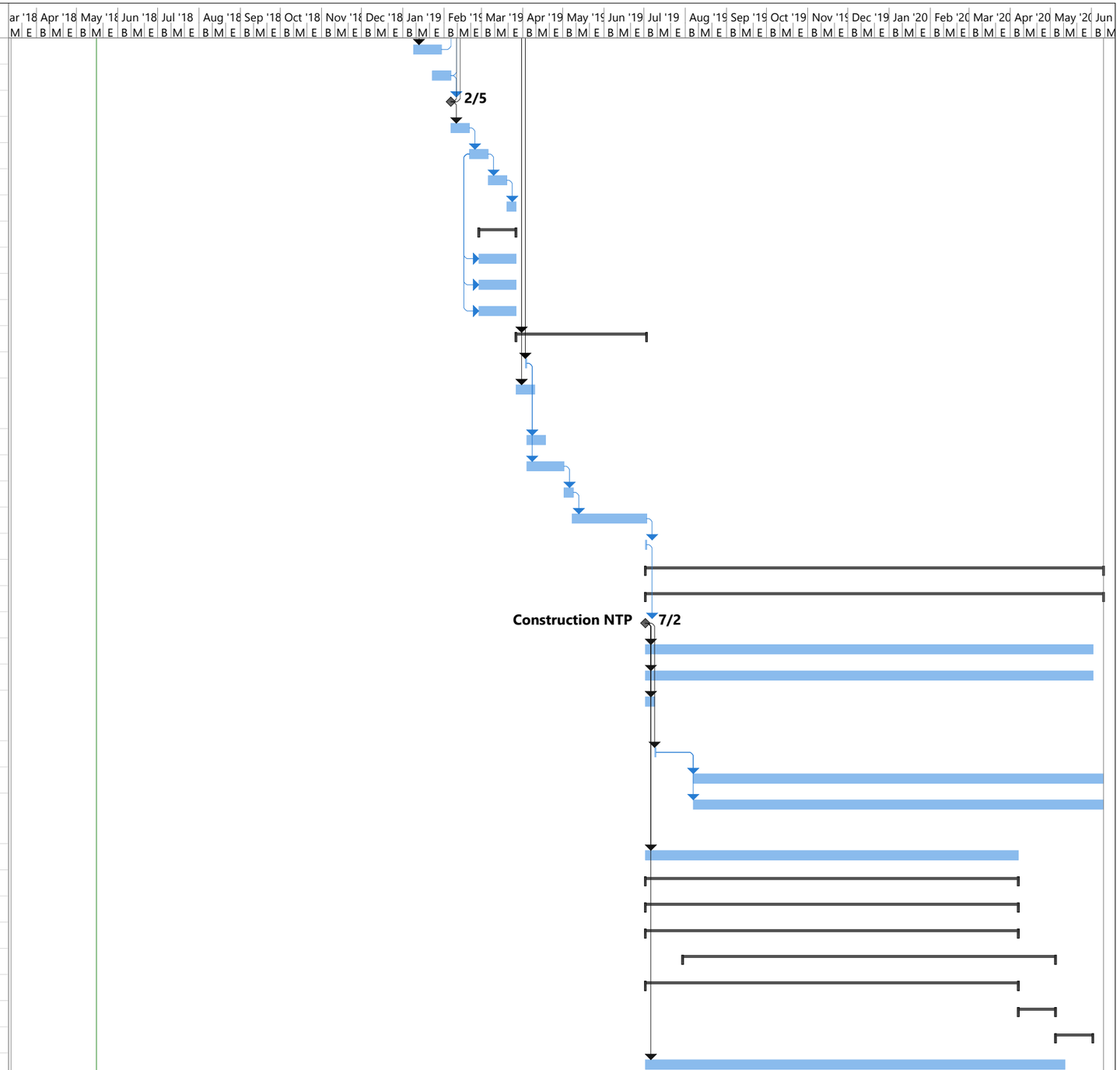
ID	Task	Task Name	Duration	Start	Finish
1		Notice to Proceed	0 days	Fri 6/1/18	Fri 6/1/18
2	**1.0**	Project Management and Admin during Design	339 days	Mon 6/4/18	**Thu 9/19/19**
3	**1.1**	Project Administration	339 days	Mon 6/4/18	**Thu 9/19/19**
10	**1.2**	Project Meetings	281 days	Fri 6/8/18	**Fri 7/5/19**
11		Kickoff Meeting	1 day	Fri 6/8/18	Fri 6/8/18
12		Monthly Client Meetings (Tasks 1-5)	13 mons	Mon 7/9/18	Fri 7/5/19
13		30% Design Client Meeting	1 day	Wed 12/12/18	Wed 12/12/18
14		90% Design Client Meeting	1 day	Wed 2/6/19	Wed 2/6/19
15		90% Design Public Relations Meeting	1 day	Wed 2/13/19	Wed 2/13/19
16	**1.3**	QA/QC	150 days	Wed 7/25/18	**Tue 2/19/19**
17		Task 2 QA/QC	5 days	Wed 10/31/18	Tue 11/6/18
18		Task 3 QA/QC	1 day	Wed 7/25/18	Wed 7/25/18
19		Task 4 QA/QC	2 wks	Wed 12/12/18	Tue 12/25/18
20		Task 5 QA/QC	2 wks	Wed 2/6/19	Tue 2/19/19
21	**2.0**	Data Management	102 days	Mon 6/11/18	**Tue 10/30/18**
22	**2.1**	Review and Update Existing Asset Information	102 days	Mon 6/11/18	**Tue 10/30/18**
23		Data Gathering	1 wk	Mon 6/11/18	Fri 6/15/18
24		Update GIS Submittals	1 day	Tue 10/30/18	Tue 10/30/18
25	**2.2**	Review of System Condition Info	7 days	Mon 6/18/18	**Tue 6/26/18**
26		Review SSO Reports	1 day	Mon 6/18/18	Mon 6/18/18
27		Interview Operations Staff	1 wk	Mon 6/18/18	Fri 6/22/18
28		Prioritize critical areas	1 day	Mon 6/25/18	Mon 6/25/18
29		Field Visit (windshield survey)	1 day	Tue 6/26/18	Tue 6/26/18
30	**2.3**	Data Quality Control Review	60 days	Wed 7/25/18	**Tue 10/16/18**
35	**3.0**	Sewer Assessment	60 days	Wed 6/27/18	**Tue 9/18/18**
36	3.1	Manhole Inspections	3 wks	Wed 6/27/18	Tue 7/17/18
37	3.2	Manhole Survey	1 wk	Wed 6/27/18	Tue 7/3/18
38	3.3	Smoke Testing	1 wk	Wed 7/11/18	Tue 7/17/18
39	3.4	CCTV	12 wks	Wed 6/27/18	Tue 9/18/18
40	3.5	Dye Testing	1 wk	Wed 7/18/18	Tue 7/24/18
41	**4.0**	SSES Results and PDR	140 days	Wed 6/27/18	**Tue 1/8/19**
42	**4.1**	SSES Results	65 days	Wed 7/18/18	**Tue 10/16/18**
53	**4.2**	Develop Recommendations	120 days	Wed 6/27/18	**Tue 12/11/18**
61	**4.3**	Preliminary Design Report	60 days	Wed 10/17/18	**Tue 1/8/19**
62		Prepare Draft PDR	8 wks	Wed 10/17/18	Tue 12/11/18
63		Client Review of PDR	2 wks	Wed 12/12/18	Tue 12/25/18
64		Finalize PDR based on Comments	2 wks	Wed 12/26/18	Tue 1/8/19
65	**5.0**	Rehabilitation Implementation	125 days	Wed 1/9/19	**Tue 7/2/19**
66	**5.1**	Design Documents	55 days	Wed 1/9/19	**Tue 3/26/19**
67		**Prepare 90% Design Drawings**	**20 days**	**Wed 1/9/19**	**Tue 2/5/19**



Project: SS7479 Schedule_Exhibit C
Date: Wed 5/16/18

Task | Split | Milestone | Summary | Project Summary | Deadline | Progress

ID	Task	Task Name	Duration	Start	Finish
73		Prepare 90% Specifications	3 wks	Wed 1/9/19	Tue 1/29/19
74		Prepare 90% Cost Estimate	2 wks	Wed 1/23/19	Tue 2/5/19
75		90% Design Submittal	0 days	Tue 2/5/19	Tue 2/5/19
76		Client Review of 90% Submittal	2 wks	Wed 2/6/19	Tue 2/19/19
77		Prepare Draft 100% Submittal	2 wks	Wed 2/20/19	Tue 3/5/19
78		Client Review of Draft 100% Submittal	2 wks	Wed 3/6/19	Tue 3/19/19
79		Prepare Final 100% Submittal	1 wk	Wed 3/20/19	Tue 3/26/19
80	**5.2**	Permitting	20 days	Wed 2/27/19	**Tue 3/26/19**
81		Prepare SCDOT Permit Applications	4 wks	Wed 2/27/19	Tue 3/26/19
82		Prepare City Encroachment Permit	4 wks	Wed 2/27/19	Tue 3/26/19
83		Prepare NPDES Permit	4 wks	Wed 2/27/19	Tue 3/26/19
84	**5.3**	Project Bidding	70 days	Wed 3/27/19	**Tue 7/2/19**
85		Lead Pre Bid Conference	1 day	Wed 4/3/19	Wed 4/3/19
86		Provide Technical interpretation of Bid Documents	2 wks	Wed 3/27/19	Tue 4/9/19
87		Prepare Addenda	2 wks	Thu 4/4/19	Wed 4/17/19
88		Attend Bid Opening	4 wks	Thu 4/4/19	Wed 5/1/19
89		Evaluate bids/recommend award	1 wk	Thu 5/2/19	Wed 5/8/19
90		Prepare contract documents	2 mons	Wed 5/8/19	Tue 7/2/19
91		**Contract Award**	1 day	Tue 7/2/19	Tue 7/2/19
92	**6.0**	General Services During Construction	246 days	Tue 7/2/19	**Tue 6/9/20**
93	**6.1**	Contract Administration	246 days	Tue 7/2/19	**Tue 6/9/20**
94		Construction NTP	0 days	Tue 7/2/19	Tue 7/2/19
95		Maintain Document File	12 mons	Tue 7/2/19	Mon 6/1/20
96		SharePoint Administration	12 mons	Tue 7/2/19	Mon 6/1/20
97		Prepare list of subcontractor submittals and testing requirements	1 wk	Tue 7/2/19	Mon 7/8/19
98		Hold Preconstruction Meeting	1 day	Tue 7/9/19	Tue 7/9/19
99		Hold Monthly Meetings	11 mons	Wed 8/7/19	Tue 6/9/20
100		Submit Monthly Work Summary Spreadsheets to City	11 mons	Wed 8/7/19	Tue 6/9/20
101		Site Visits	10 mons	Tue 7/2/19	Mon 4/6/20
102		**Shop Drawing Review**	**200 days**	**Tue 7/2/19**	**Mon 4/6/20**
107		**Preparation of Design Clarifications**	**200 days**	**Tue 7/2/19**	**Mon 4/6/20**
109		**QA Testing**	**200 days**	**Tue 7/2/19**	**Mon 4/6/20**
111		**Review of Applications of Payment**	**200 days**	**Tue 7/30/19**	**Mon 5/4/20**
113		**Change Orders and Time Extensions**	**200 days**	**Tue 7/2/19**	**Mon 4/6/20**
116		**Final Inspections**	**20 days**	**Tue 4/7/20**	**Mon 5/4/20**
123		**Final Completion**	**20 days**	**Tue 5/5/20**	**Mon 6/1/20**
127	6.2	Full Time Inspection	45 wks	Tue 7/2/19	Mon 5/11/20



Project: SS7479 Schedule_Exhibit C
Date: Wed 5/16/18

Task | Split | Milestone | Summary | Project Summary | Deadline | Progress

Exhibit D

City of Columbia
CIP # SS7479
Smith Branch SB02 – Phase 2
Sewer System Evaluation Study and Sewer Rehabilitation Implementation

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*
Chao and Associates 7 Clusters Ct Columbia, SC	Jimmy Chao 803.772.8420	Protege	CAD, survey, construction admin	$274,265
Hydrostructures 1725 12th St. Cayce, SC	Mike Ping 803.203.0778	NON-MBE/WBE/SBE	SSES	$190,230
		Choose an item.		
		Choose an item.		
		Choose an item.		
		Choose an item.		

*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.

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

MENTOR PROTÉGÉ PROGRAM
Implementation Plan

Date: 11 June 2018

Project Number: SS7479

Mentor: Stantec Consulting Services, Inc

Project Name: SB02 SSES/Rehab Phase 2

Protégé: Chao and Associates

Duration of the Project: 2 years 0 months

Project Contract Amount: $867,945

Protégé Amount: $274,265

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.*

Stantec will be the prime for this project and will provide overall project management and oversight, data management, rehabilitation design and construction administration support. Chao will be the subconsultant and will provide surveying, rehabilitation design support and construction administration and inspection.

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.*

From Chao's last SSES/rehab project, they have taken the initiative to have some of their staff NASSCO certified and have developed more experience in construction administration and inspection of sewer rehab projects. For this project, Stantec will support further development of those skills with Chao being involved in condition assessment and rehabilitation design.

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.*

At the project onset, Chao will identify appropriate NASSCO certified resources to work on condition assessment and rehabilitation design. Stantec will take the lead on both tasks, determining a small subset of the basin that Chao can work on alongside with the Stantec team. Chao will be able to understand and learn the process to complete condition assessment and rehabilitation design so they have the experience to perform this work again.

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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:

Stantec will provide the Project Manager, Project Technical Lead and QA/QC for the duration of the project.

Protégé:

Chao will provide Surveyor, NASSCO Certified Project Engineer and Construction Administration Lead

Subcontractors:

Hydrostructures will provide SSES including primarily CCTV and manhole inspection as needed

Special Arrangements:

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

a. Description of Mentor's responsibilities:

Stantec will manage the project and provide QA/QC for all work completed by protege and subcontractors. Stantec is responsible for stamping design documents and providing mentoring to protege during rehab design.

b. Description of Protégé's responsibilities on project:

Chao will provide GIS, manhole surveying, and Construction Administration. Chao will also provide NASSCO certified Project Engineer to provide support for condition assessment and rehab design.

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

Together, Stantec and Chao will provide condition assessment of assets based on SSES data by ranking and prioritizing rehab. Rehab design will also be performed as a team.

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

Phase I - SSES/Rehab Design - 12 months. Chao to perform MH survey and support condition assessment and rehab design. Phase II - Construction Admin - 12 months. Chao to lead Construction Admin

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

Stantec and Chao will hold internal monthly meetings outside of progress meetings with the Client. We will review as a team our burn rate, deliverable status and quality control to identify any potential for straying from the project requirements and create mitigation strategies as needed.

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

Our goal is to ensure we provide quality deliverables to the City on time and within budget while providing Chao the ability to grow the services that they offer. We will track our actuals against the budgets and schedules submitted. For future projects, Stantec would like to team with Chao with Chao having a larger role or performing as the prime.

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

Stantec and Chao will have an internal kickoff meeting prior to meeting with the Client for the project kickoff to define expectations and roles. From this point, we will have monthly internal meetings and calls to discuss work completed and concerns. As needed, Stantec will meet with Chao to provide guidance in rehab design.

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

Chao will submit invoices and progress reports on a monthly basis. Stantec will include these invoices into the overall invoice and reporting to the Client. Once Stantec receives payment from the Client, payment will be released to Chao within one week.

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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	803.563.5237	1725 12th St, Cayce	Stantec	$190,230	N/A	22%

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

Protégé Contract Value: $274,265

Percentage of Contract: 32% (Minimum of 20% of total contract amount is required)

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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:

Stantec

EXECUTED by Stantec (Mentor Firm) this 13 day of June 2018.
Corporate SEAL

By: [signature]
Title: Vice President

ATTEST:
By: Jessica Thompson
Title: Office Administrator

STANTEC CONSULTING SERVICES INC. Corporate Seal

EXECUTED by Chao and Associates, (Protégé Firm) this 13th day of June, 2018.
Corporate SEAL

By: [signature]
Title: President

ATTEST
By: [signature]
Title: DIRECTOR OF CIVIL ENGINEERING

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 14th day of June, 2018.

By: Ayesha Driggers
Title: Compliance Administrator

Invoicing Procedure: Exhibit F

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to ***approved*** travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.

15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)

3. ____All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____There was no delay in or postponement of any payment owed to a Subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the Assistant City Engineer.

Attach a copy of the written approval from the City of Columbia.

_____
Company Name

_____
Signature

_____
Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20___.

_____
Notary Public

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

Acknowledgement of Receipt

Date: 23 JULY 2019

Stantec Consulting Services, Inc.
1411 Gervais Street, Suite 325
Columbia, SC 29201

RE: Agreement between Stantec Consulting Services, Inc., and the City of Columbia for services to the Smith Branch 02 SSES Phase 2 project (5529999-SS7479-658650)

Dear Sir/Madam:

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.

Signtaure of Recipient
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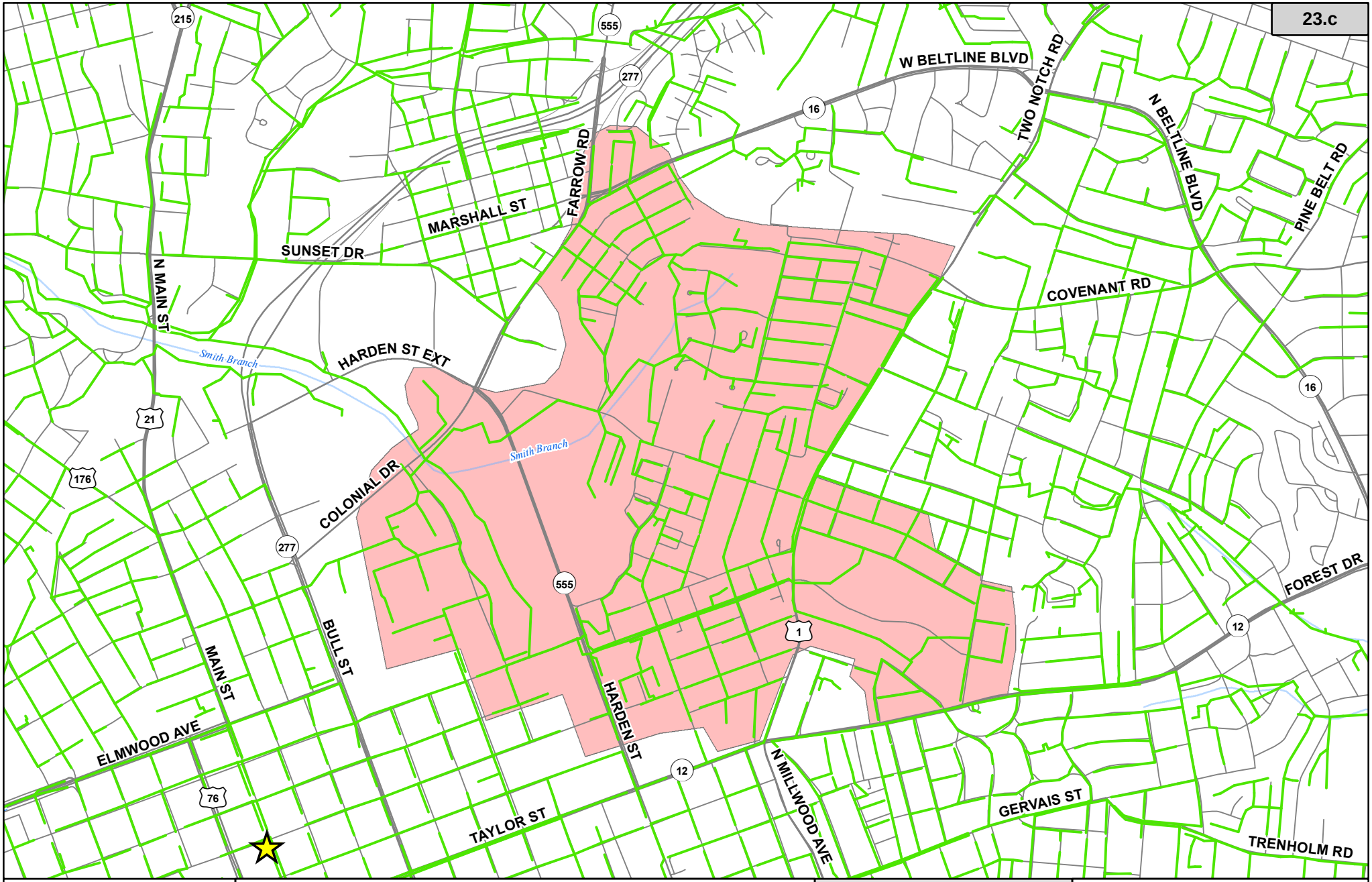

Clean Water 2020
Columbia's Clear Vision For Clean Water

City of Columbia, S.C.
Restitia Virtutum Regina
We Are Columbia

City Hall

Sewer Gravity Mains

SS7479 Area

N

SS7479
Smith Branch 02 - Phase 2

Prepared For:

PJA: Nov 10, 2016
Production_Maps\ProjectLocation_Maps\SS7279

We Are Columbia

MEETING DATE:	**August 14, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve an Agreement for Project SS7478; Rocky Branch 01 Sewer System Evaluation Survey Phase 2, as requested by Columbia Water. Award to Brown and Caldwell in the amount of $1,076,982.00. This firm is located in Columbia, SC.**
PURPOSE:	**This is a Clean Water 2020 Program Project and a Mentor Program Project. 4D Engineering, LLC, a Minority Business Enterprise (Woman) of Lexington, SC is the Protégé and will provide project administration, data management, sewer assessment, permitting, and construction administration services at 24.6% ($265,185.00) of the contract value.** **Sub-consultant Hydrostructures of Cayce, SC, will provide sewer assessment services at 23.9% ($258,270.00) of the contract value.**
REQUISITION NO.:	**R192210**
FINANCIAL IMPACT:	**Funding Source: 5529999-SS747801-658650.The original budgeted amount is $1,076,982.00.**
ORIGINAL BUDGET:	**$1,076,982.00**
BUSINESS PROGRAM:	**Mentor Protege Program**
CLEAN WATER 2020?:	**Yes**
STRATEGIC GOALS:	**Foster a healthy quality of life, Provide high quality municipal services**

The above referenced Agreement is to compensate Engineer for providing technical engineering support to the City of Columbia for a Sewer System Evaluation Study (SSES) for the City's sanitary sewer system to identify problems that may lead to sanitary sewer overflows (SSOs) in a portion of the Rocky Branch 01 Sub-Basin and for construction services for the oversight of rehabilitation work for pipelines and manholes. The services being provided will encompass the following:

Task 1.0 - Project Management and Administration during Assessment and Design

Task 2.0 - Data Management

Task 3.0 - Sewer Assessment

Task 4.0 - Sewer Assessment Results and Preliminary Design Report

Task 5.0 - Rehabilitation Implementation

Task 6.0 - General Services during Construction

Task 7.0 - Client Controlled Contingency for Additional Services

Services to be performed will impact City Council districts 2 and 3. The Office of the City Attorney has approved the Amendment. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** BrownandCaldwell.2018.RockyBranch01 SSES Phase2.SS7478 (PDF)
- #b: Consent Decree Acknowledgement of Receipt. SS7478 (PDF)
- #c: SS7478 location map (PDF)

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is being awarded under procurement method RFQ005-16-17-NMJ Sewer System Evaluation Survey and Sewer Rehabilitation.

This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Brown and Caldwell, (hereinafter referred to as the "Consultant"), to provide technical engineering support to the City of Columbia for a Sewer System Evaluation Study (SSES) for the City's sanitary sewer system to identify problems that may lead to sanitary sewer overflows (SSOs) in a portion of the Rocky Branch 01 Sub-Basin and for construction services for the oversight of rehabilitation work for pipelines and manholes.

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 Consultant shall complete the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

II. Supplemental or Additional Services

The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

The Consultant must obtain written approval from the City for any supplemental or additional services prior to the work being performed. If the Consultant fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Consultant for services performed.

III. Term of Agreement

The term of the Agreement is the date of the execution of this *Award or a Notice* to Proceed for an initial term of two (2) years and 5 months, 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 Agreement, upon written request, shall be in the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

IV. Schedule for Completion of Services

The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.

V. Compensation (See Exhibit B)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed One Million, Seventy-Six Thousand, Nine Hundred Eighty-Two Dollars and No/100 ($1,076,982.00).

B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure: See Exhibit F

Failure of the Consultant to follow these invoice requirements will result in the delay of payment of the invoice.

D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit Exhibit G)

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction or his/her designee.

4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

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

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

The Consultant must comply with the affirmative action terms and conditions as outlined herein. The Consultant, shall in the performance of the Agreement, make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives.

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	0 %
MBE	0 %
WBE	24.6 %
LSA	0 %

The Consultant will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievement of these goals is expected during the life of the Agreement, including any extensions thereof.

VI. Mentor-Protégé Program (http://www.columbiasc.net/business-outreach/)

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 24.6%.

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

VII. Indemnification and Insurance

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

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

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this

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

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

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

Automobile Liability Insurance: Five Hundred Thousand Dollars and No/100 ($500,000.00) combined single limit per accident for bodily injury and property damage.

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

C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

VIII. Permits and Licenses

A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may

be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.

B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

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

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

IX. Duties Upon Termination

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

X. Interest of Consultant

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

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

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 Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

C. Force Majeure;

D. The City, at its sole option and discretion, has the right to terminate this Agreement 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 Consultant 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 Consultant 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 Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

XII. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this 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: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, 1800 Main Street, 2nd Floor, Columbia, South Carolina 29201.

B. Written notice to the Consultant shall be made by placing such notice in the United States Mail,

postage prepaid and addressed to: Brown and Caldwell, 250 Berryhill Road, Suite 104, Columbia, SC 29210.

XIV. Consent Decree

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United Stated District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

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

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

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

E. The Consultant shall perform the services pursuant to this Agreement using sound engineering practices as set forth in Paragraph 9 of 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 Consultant

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

C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

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

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

F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Consultant .

G. The failure of either the Consultant or the City to insist upon the strict performance of any

provision of this 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. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

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

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

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

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

K. In carrying out services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.

N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____ _____ **Date:**_____

Witness **Teresa Wilson, City Manager**

BROWN AND CALDWELL

Richard W. Stahr Jr. SVP _____ **Date:** 7/20/2018

Print: Name/Title **Signature**

Recommended by:

_____
Joseph D. Jaco, P.E., Director of Utility Operations

_____
Clint Shealy, P.E., Assistant City Manager for Columbia Water

_____
Sandra A. Wright, CPPB, Purchasing Agent/
Director of Procurement and Contracts

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APPROVED AS TO FORM

Legal Department City of Columbia, SC

Exhibits for SS7478

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Schedule

Exhibit D – Subconsultant Form

Exhibit E – MPP Implementation Plan

Exhibit F – Invoicing Procedures

Exhibit G – Prompt Payment Affidavit

EXHIBIT A
SCOPE OF SERVICES

City of Columbia
CIP # SS7478
Rocky Branch 01 – Phase 2
Sewer System Evaluation Study and Sewer Rehabilitation Implementation

The services performed by Brown and Caldwell (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. The intent of this project is to meet the requirements of the Continuing Sewer Assessment Program (CSAP) and the Infrastructure Rehabilitation Program (IRP) which are components of the Consent Decree under which the CITY is performing this work.

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.

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. Consultant to confirm with the City all manholes identified in the field where pipes transition to 15-inches or larger (boundary of this scope).

This project includes the collection of 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 all the work outlined in the following specification sections (also attached as **Exhibit E**):

- Section 00313 GIS Database Update for SSES Projects
- Section 00314 Database Template Description PACP for SSES Projects
- Section 00315 Database Template Description Dye Testing for SSES Projects
- Section 00316 Database Template Description Smoke Testing for SSES Projects
- Section 00317 Database Template Description MACP for SSES Projects
- Section 02650 Sewer Line Cleaning Prior to CCTV and Rehabilitation Work
- Section 02731 Sanitary Sewer Television Inspection for SSES Projects
- Section 02760 Dye Testing for SSES Projects
- Section 02764 Gravity Sewer System Smoke Testing for SSES Projects
- Section 02767 Sanitary Sewer Flow Control
- Section 02770 Manhole Inspections for SSES Projects

This project includes implementation of subsequent sewer system rehabilitation to address high priority problems that may lead to SSOs. This includes correcting structural and maintenance related defects and correcting sources of I/I. The rehabilitation implementation tasks include design of the high priority rehabilitation, bidding services, construction inspection, and general services support during construction of the sewer rehabilitation.

The specifications and all associated requirements 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.

The asset naming conventions are defined in the specifications. Please coordinate with the CITY before beginning work to verify naming conventions to be used throughout the project.

Task 1.0 – Project Management and Administration during Assessment and Design

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 15 monthly progress meetings during the execution of Tasks 1 through 5, and will include a 30 Percent Design Review Meeting. The CONSULTANT will issue meeting minutes for each meeting during Tasks 1 through 5. During Task 5, the CONSULTANT will hold a progress meeting at the 90 percent design completion milestone. At the project milestones (30 percent 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, 90 percent, draft final and final bid set). Electronic copies of the contract documents will also be delivered in PDF format and loaded to SharePoint unless specified otherwise. Milestone checklists will be utilized by the CITY's review team during the 30 and 90 percent design review meetings. A copy of these checklists will be provided by the CITY.
- For Tasks 1 through 6, 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 and loaded to SharePoint at a minimum.

- For Tasks 1 through 5, CONSULTANT shall submit and load to SharePoint 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, CCTV, inspection, dye testing, smoke testing, etc.). A sample Work Summary template will be provided by the CITY for this spreadsheet.
- For Tasks 1 through 6, CONSULTANT will utilize SharePoint, a web based document storage, sharing, and controls website currently in use by the CITY, to share and file documentation of project progress, data, invoices, monthly progress reports, monthly schedule updates, monthly work summary spreadsheets, permits, emails, decisions, deliverables, design and management of the project. All documents should be loaded within seven (7) days to SharePoint. CONSULTANT is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.
- The CONSULTANT shall be responsible for the implementation of the CITY's Public Relations Plan and public notification as required in the specifications during the system evaluation and design phase of the project. CONSULTANT shall attend one public meeting that will occur at approximately the 90 percent design milestone. CONSULTANT shall prepare design technical documents and materials for the meeting, including draft design plans. CONSULTANT shall also have a computer with data accessible to show project area mapping, CCTV videos, photos, etc. of the project area and will show the information upon request at the meeting.
- Invoicing for this task will be finalized with the completion of Task 6.
- This scope assumes permissions to enter property are not required.

Task 2.0 - 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 to review and update existing GIS and provide updated information per specifications.
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. CONSULTANT to follow quality control and continuity check requirements as specified in the specifications, in particular Section 00313 GIS Database Update for SSES projects. 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, Manhole Inspection databases, GIS updates and associated data (including digital photographs, videos, and any other associated records) monthly or agreed upon schedule by the CONSULTANT and OWNER to the OWNER after a full Quality Control review. See specifications for additional information on these submittals. If the CITY determines through the Quality Control review that minor changes need to be made to the submittal, the City will only compensate the CONSULTANT for up to 75 percent of the value of the work invoiced with the remaining 25 percent paid upon the CITY's final acceptance of the submittal. The City will not pay for any rework.

   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. See specifications for additional information on the sample submittal and other submittal requirements.

   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. Final database shall be submitted no later than the date of submittal of the 30 percent Preliminary Design Report.

Task 3.0 - Sewer Assessment

The sewer assessment to be conducted as a part of this project shall include manhole survey, manhole inspection, zoom camera inspection, smoke testing, and CCTV, and dye testing of pipes within the project area less than 15-inches in diameter and all manholes that were not inspected as a part of SS7280. The intent of this project is to perform survey and manhole inspections of all manholes in the project area not previously inspected. CCTV inspection will be conducted on all CITY-owned pipes connected to these manholes. 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 20 manholes associated with pipes less than 15-inches in diameter, and 102,488 linear feet of sewer main less than 15-inches in diameter. The consultant and all associated contractors are responsible for any damages resulting from his/her operations relating to the work performed as a part of this scope.

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 are also required, as defined by 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 20 manholes in the project area, the 14 listed below plus 6 additional as they are identified. 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.

Manhole	Location
05724MHA	Saluda Avenue
07497MH	Millwood and Gervais
07508MHA	Hampton St and Harden St
05882MH	1834 Heyward St
05890MH	Waccamaw Ave and Tugaloo Ave
07089MH	Barnwell St and Senate St
07311MH	King St and Divine St
07142MH	707 Divine St near Greene St
07566MH	1319 Liberty Hill Ave

24771MH	Pine St and Greene St
07418MH	1917 Lady St
07141MH	707 Divine St near Greene St
24656MH	Santee Ave
07353MH	1301 Barnwell St

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 through the City Project Manager 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.

If manholes in the area of the scope of work are found to be owned by an entity other than the City, field work should stop in this area and the Engineer should coordinate with the City on how to proceed. At a minimum the GIS shall be updated to designate a different owner other than the City, as defined in the specifications.

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.

All pipes in this project shall be CCTV inspected as discussed below in **Task 3.0, Part 3.**

No zoom camera inspections are anticipated for this project as all pipes have been, or will be, inspected via CCTV. A manhole survey will be performed on each manhole to obtain several pieces of information including, but not limited to, **x,y** coordinates, rim elevation, manhole invert elevation, ground 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 in excel format, along with the reasoning, and loaded into SharePoint. 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.

CITY Project Manager and maintenance personnel will be notified of any defects needing immediate attention.

2. **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 (00 linear feet) within the project area less than 15-inches in diameter. See 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.

3. **Sanitary Sewer Television Inspection** - The CONSULTANT shall submit the CCTV plan for the entire basin to the CITY for review and approval prior to proceeding with the CCTV. 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 all of the sewer lines (108,162 linear feet) will be CCTV inspected. All sewers shall be cleaned before performing CCTV. This scope assumes that 10 percent of the sewer lines (10,816 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 issues should be field investigated further during the construction phase of the project in order to provide the CITY with mapping as accurate as possible of the existing system.

4. **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 00 dye tests will be required and the cost of which is identified separately herein. See the specifications for additional information, including testing procedures, data collection requirements, and database requirements for dye testing.

Task 4.0 - Sewer Assessment Results and Preliminary Design Report

Task 4.1 - Sewer Assessment Results

This task includes review and analysis of the field data collected in previous tasks. As part of this task, defect tabulations will be performed on the manhole inspections, , and CCTV inspections, smoke testing, and dye testing data. Defect tabulations shall include a quantification of structural defects and maintenance defects for manholes and pipes. as well as classification of smoke testing and dye testing points. This task shall include preparation of a summary of identified sources of I/I to the sewer system organized by sub basins, or portions of sub basins, that indicates the specific types of defects found and the estimated quantity of I/I. This information shall be provided electronically to the CITY in a format that the CITY requires. Criteria for point repairs shall be developed jointly with the CITY and defects requiring point repairs shall be identified.

Each pipe shall be assigned an overall rating using the PACP quick score method and modified as directed by the CITY. Each manhole will be assigned an overall rating using a similar approach, as described in the scoring system to be provided by the CITY. The CONSULTANT will prioritize assets for rehabilitation based on criteria developed jointly with the CITY. Criteria will include the structural and maintenance levels and other criteria that may increase priority including but not limited to: input from operations and maintenance staff, proximity to creeks, 100 year floodplain, historical SSOs, critical crossings such was major roadway, aerial and above ground crossings,

railroad crossings, high profile areas, areas where force mains enter the system, and lines under or near buildings. The rating results shall be included in the 30 percent PDR and also submitted separately as an Excel table as a new tab in the Work Summary spreadsheet labeled Pre-Rehabilitation Condition Rating.

Other criteria should also be evaluated and discussed with the City during this process such as the CITY's desire to rehabilitate all manholes where lines are being rehabilitated, the desire to line or replace all concrete pipes, the desire to have aerial/above ground crossings be encased and replaced with restrained joints, placing manholes on the end of lines where there are lampholes, cleanouts, or dead ends on lines that are not dedicated service lines or are lines owned by the CITY, as well as connecting gaps in areas where pipes are being rehabilitated to minimize breaks between longer runs or rehabilitation in an area.

The CONSULTANT shall make recommendations based on CCTV assessment for rehabilitating or replacing service laterals. This includes the service up to the property line to the existing cleanout, or the placement of a new cleanout if one does not exist at that location. For areas where sewer lines are not in public right-of-way, the cleanouts and services shall be replaced up to the edge of the prescriptive easement of 7.5 feet from the center of the sewer line (unless a different easement is known to exist).

The consultant shall create a list of all active laterals found based on CCTV inspections, and shall field verify by visual inspection if a City cleanout is found on each lateral, creating a list of "Yes" or "No" on a "City Cleanout Found During Visual Field Inspection" field for each active lateral. A City cleanout is considered found and should be listed as "Yes" if one is found at the edge of the prescriptive easement, or edge of public right-of-way. Otherwise, it should be assumed that one was not found and listed as "No".
The CONSULTANT shall identify potential utility conflicts that are found based on the above ground inspection of sewer pipes and manholes; and shall submit a list of these conflicts to the OWNER indicating the following with recommendation on how to proceed:

Manhole	Asset Number	Location	Photo	Name of Utility Owner Conflict	Active/Non-Active/Unknown
Pipe	Asset Number	Distance from the Downstream MH	Photo	Name of Utility Owner Conflict	Active/Non-Active/Unknown

Marking of utilities is not included in the scope.

A meeting will be held with the CONSULTANT and CITY to discuss the results of the structural and maintenance condition ranking and prioritization. The CONSULTANT will finalize the ranking and prioritization based on comments received during the meeting.

Task 4.2 - Develop Recommendations

The recommended rehabilitation approach will be determined based on the SSES information. The CONSULTANT is to evaluate multiple rehabilitation methods and make recommendations based on cost and other factors such as O&M, community impacts, CITY standards, etc. Information required for rehabilitation design will include pipes to be lined, pipes to be relocated, pipes to be burst, a list of sags observed, required point repairs, service lateral repairs, manholes requiring lining, and other manhole an pipeline rehabilitation work required.

Conceptual design level cost estimates for rehabilitation of the sewer and manholes will be prepared as well as a recommended rehabilitation implementation schedule. This task includes a meeting to review the recommended rehabilitation as approach.

A schedule of quantities will be developed, which will include, but not be limited to the following types of sewer construction work as applicable:

- Cured-in-place structural pipe lining
- Pipe-bursting replacement
- Pipe relocation
- Rehabilitation of manholes using liner types as allowed by the City specifications
- Replacement of manhole covers and/or frames
- Point repairs to replace sections of damaged or collapsed sewers
- Tree root removal and treatment
- Service lateral and clean-out replacement, addition, and repair (up to the property line)

This Scope of Services assumes open-cut replacement will be evaluated as an alternative for cost-comparison purposes when applicable. The CONSULTANT will work closely with the CITY to determine the available budget for sewer system rehabilitation.

A capacity analysis of the trunk sewer, evaluation of re-routing the sewer, evaluation of structural integrity of aerial crossings, and geotechnical services are not included in this Scope of Services, but may be added by amendment. However, the CONSULTANT shall notify the OWNER immediately of any findings in the field as described in the specifications. These notifications will help the CITY identify any areas that may have potential capacity related issues for further evaluation. Capacity analysis results performed by others, when available, will be incorporated into the rehabilitation decisions and/or priorities for rehabilitation under this Scope.

The CONSULTANT shall also be responsible for preparing and updating in SharePoint on a monthly basis an easement/property issue tracking spreadsheet defining those areas found with permanent easement encroachments and areas of concern for access, repair, and tree/fence/shed/other structure removal using a spreadsheet template provided by the CITY. This should be submitted to the City on a monthly basis.

Task 4.3 - Preliminary Design Report

The CONSULTANT will be responsible for developing a Preliminary Design Report (PDR) summarizing the SSES investigation, the prioritization of sewers for rehabilitation, and the preferred rehabilitation method(s). The PDR should also include a conceptual level cost estimate of the rehabilitation based on historical unit prices in the area. At a minimum, the PDR should consist of the following sections:

Section 1 – Background and Purpose

- Describes the study area, background, and project objectives
- Describes results of the windshield survey, historic SSOs, and interview with CITY staff

Section 2 – SSES Inspections

- Describes the SSES investigations
- Summarizes the changes made to the GIS based on the survey and SSES investigations
- Summarizes the defect tabulations for the manhole inspections and, smoke testing, CCTV, and dye testing
- Summarizes the asset rating results
- Describes the methodology for assigning a structural and maintenance rating to each manhole and pipe
- Summarizes and maps the defect and structural rating for each pipe and manhole

Section 3 – Rehabilitation Recommendations

- Describes the rehabilitation recommendations and methodology used to determine the proposed rehabilitation method.
- Describes criteria for prioritization of the sewer pipe and manholes for rehabilitation.

Section 4 – Costs

- Contains the schedule of quantities and conceptual level cost estimates using CITY's bid tab items
- Describes assumptions used to develop the costs

Section 5 – Recommendations and Next Steps

- Summarizes the rehabilitation recommendations and provides a discussion of the next steps

Examples of the level of detail expected in submitted tables, figures, and PDR will be provided by the CITY.

The CONSULTANT will submit a draft PDR to the CITY and attend a meeting to discuss the CITY's comments. Following the meeting, the CONSULTANT shall incorporate the CITY's comments and finalize the report. This submittal is considered the 30 percent design review and this meeting is considered the 30 Percent Design Review Meeting.

CONSULTANT shall present the initial easement/property issue tracking spreadsheet in Excel to the CITY during this meeting, and provide updates monthly after this meeting, as well as load them into SharePoint.

Task 5.0 - Rehabilitation Implementation

Upon completion of the inventory and condition assessment and the CITY's approval of the PDR, the CONSULTANT will prepare the repair and rehabilitation contract documents.

CONSULTANT will prepare contract documents for the CITY in order to invite bids for the construction of the sewer repairs and rehabilitation. This Scope of Services assumes that design drawings and specifications will be developed for 50 percent of the sewer in the project area (or approximately 51,244 feet). The design drawings will be submitted as GIS based drawings. CONSULTANT will provide design, permitting, bidding, and general construction services. It is

assumed that work will be implemented under a single construction contract; if multiple construction contracts are required this agreement will be amended to authorize additional engineering services and fees.

Included in the design will be the topographical survey necessary for the development of plan and profile sheets at the following locations:

- 27197MH – 07311MH – Open cut in Divine Street
- 2897OTZ1 – 07243MH – Open cut in Terrace Way
- 24756OTZ1 – 24756MH – Open cut in Short Street

The sewer relocation at 1221 Gregg Street has been designed as a part of SS7280, but not yet constructed due to easement acquisition issues. That design will be included as a part of the SS7478 design documents and bid package.

Task 5.1 – Design Documents

CONSULTANT will be responsible for the submittal of 90 percent, draft Final (100%), and Final Bid Set documents and meet the following requirements:

Design Drawings

1. Cover Sheet
2. General Notes and Legend
3. Sheet Index
4. Sewer Rehabilitation Sheets – The plan sheets (24-inch by 36-inch) will contain a plan view for sewer rehabilitation at a horizontal scale of one inch equals 100 feet with an aerial background and be detailed enough to be able to determine approximate field conditions for each repair. Houses and streets shall be labeled for better field identification. The sheets shall also contain tables of applicable information such as pipeline rehabilitation method, diameter, material, stationing of point repairs, stationing of lateral rehabilitation, and manhole rehabilitation method. This Scope of Service assumes that profile sheets will not be required. If profile sheets are determined to be required for a given location, the scope and budget will be amended to provide for these services. Sample Drawings will be provided by the CITY. The drawings shall be reproducible in black and white without the need for color to distinguish information shown on the drawings.
5. Plan and profile sheets for the open cut replacement or relocation at 4 locations
    a. 27197MH – 07311MH (ML-095) – Open cut in Divine Street
    b. 2897OTZ1 – 07243MH (ML-251) – Open cut in Terrace Way
    c. 24756OTZ1 – 24756MH (ML-265) – Open cut in Short Street
    d. 1221 Gregg Street – Relocation from under structure (already designed under SS7280)
6. Sewer Installation Details

Specifications

Standard rehabilitation specifications will be provided by the CITY. The CONSULTANT will be expected to:

1. Modify the CITY standard Bid Form and Measurement & Payment sections as needed to suit the work.
2. Modify the CITY standard Division 2 rehabilitation sections for pipe and manholes as necessary to accommodate the work and take full responsibility for all content of each section.
3. Provide all required Division 1 specifications and additional Division 2 specifications, and Special Provisions section as needed for proper completion of the work.

Technical Review

Ensuring a quality deliverable is the responsibility of the CONSULTANT. CONSULTANT shall have all progress drawings and specifications submitted to an internal technical review committee prior to the 90 percent completion milestone. The CONSULTANT's review committee shall consist of technical staff knowledgeable on the type of work designed and independent from the specific project. Following the technical reviews, design modifications shall be made by the CONSULTANT to finalize the construction documents.

Completion of Construction Documents

Presentation of the construction documents at the 90 percent completion will be made to the CITY following the CONSULTANT's internal technical review. Progress specifications shall be submitted to the CITY along with the drawings. Following the CITY's review, design modifications shall be made by the CONSULTANT and submitted to the CITY as Draft Final Documents (Draft 100 percent). Upon approval, these documents shall be finalized and will be considered Final Documents (Final 100 percent).

Prepare Final Cost Estimates

The CONSULTANT will prepare detailed cost estimates based on the construction documents and submit the cost estimates to the CITY at the 90 percent and final design milestones.

Task 5.2 – Permitting

This scope assumes that a South Carolina Department of Transportation (SCDOT) Encroachment Permit, the City of Columbia Encroachment Permit, and any required County encroachment permits are included. It is assumed that standard traffic control details will be included in the design documents and that the Contractor will be developing detailed traffic control plans.

The CONSULTANT shall estimate the area of disturbance and must notify the CITY immediately if the area of disturbance is found to be over 1 acre. It is assumed that a storm water NPDES permit is required and included. Wetland delineation, wetland or stream mitigation work is not included. This Scope of Services does not include railroad encroachment permits, but these can be added by amendment if required.

Task 5.3 – Project Bidding

The CONSULTANT shall provide services during the bidding phase to include leading a pre-bid conference, providing technical interpretation of the bid documents, preparing addenda, attending the bid opening, evaluating the bids and recommending award, and preparing Contract Documents for signature. Conformed documents incorporating all addenda items issued will also be the responsibility of the CONSULTANT.

It is assumed that the duration of the Bid Period will be six weeks and that the CITY will be distributing the bid packages. An additional two months is assumed from selection of the Contractor to the issuance of the Notice to Proceed. While a formal prequalification process is not anticipated, the CONSULTANT will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

Task 6.0 – General Services during Construction

This scope assumes that 50 percent of the sewer length identified in Figure 1 within Basin RB01 will be rehabilitated during construction (or approximately 51,244 feet). After award of the contract, CONSULTANT will assist the CITY with contract administration and provide full-time observation of the construction work, taking into account initial construction ramp-up time and concluding construction ramp-down time. It is anticipated that the construction period for the sewer rehabilitation project will be 15 months (455 days) for substantial completion and 30 days for final completion for a total construction duration of 485 days. An increase in the construction schedule may require an amendment to authorize additional construction services.

The CONSULTANT shall be responsible for enforcing the City's Public Relations Plan and public notification as required in the CITY's rehabilitation specifications.

The CONSULTANT will provide general services during construction as described herein. In the performance of its services during the Construction Phase, the CONSULTANT shall not supervise, direct or have control over Contractor's work nor shall the CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incidental to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.

Administration of Construction Contract

As part of general administration of the construction contract, the CONSULTANT will consult with and advise the CITY and act as its representative during the construction period. The CONSULTANT will provide contract administration and general services required for the Project, including:

- As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through the CONSULTANT. On behalf of the CITY, the CONSULTANT shall administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
- Maintain a complete document file for the project and load all documents to SharePoint. 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;

- Prior to pre-construction meeting, prepare a list in spreadsheet format of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties. These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals;
- 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. One pre-construction meeting and 16 monthly progress meetings are budgeted.
- Document and store all project related files in SharePoint. This includes but is not limited to, logs, submittals, important emails, record drawings, meeting minutes, all quality testing results, change orders, potential change orders, requests for information, monthly schedule updates, monthly progress meeting minutes, other meeting minutes, monthly work summary spreadsheets, pay applications, permits, decisions, deliverables, emails, etc. The CONSULTANT may place a portion of the burden on the CONTRACTOR through the construction documents, but the CONSULTANT is ultimately responsible in ensuring that all documents are loaded. CONSULTANT is responsible for ensuring that all documents loaded are in final approved format (example-pay applications, etc.). All documents should be loaded within seven (7) days to SharePoint. CONSULTANT is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.
- 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 pay application by the CONTRACTOR. A comprehensive list is to be provided with each pay application identifying each pipe and/or manhole or other asset, and what was done (cleaning, lining, etc.). A sample Work Summary template will be provided by the CITY for this spreadsheet. The CONSULTANT may place a portion of the burden on the CONTRACTOR through the construction documents, but the CONSULTANT is ultimately responsible for submittal and accuracy of this monthly Work Summary spreadsheet. CONSULTANT shall check the Work Summary monthly against the pay items for that month for accuracy.

Site Visits and Observations by Engineer

The CONSULTANT shall provide site visits by the Engineer (taking into account initial construction ramp-up time and concluding construction ramp-down time) of the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in

accordance with the Contract Documents. During the CONSULTANT's visits, and on the basis of on-site observations, the CONSULTANT shall keep the CITY informed of the progress of the work, shall endeavor to guard the CITY against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents.

Shop Drawing Review

The CONSULTANT will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, post rehabilitation data and media, bypass plans, dewatering plans, site management plans and all other data that the Contractor is required to submit for conformance with the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments. This task includes review of the pre-construction video performed by the Contractor and advice to the CITY regarding Contractor's suggestions for additions or deletions of required work and confirmation of the selected rehabilitation method throughout the life of the project. The CONSULTANT will review cured-in-place liner design calculations provided by the Contractor.

Preparation of Design Clarifications

The CONSULTANT will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

Work Change Directives will be issued to document required work not contained in the contract documents. A log of changes shall be kept on SharePoint. This scope does not include reissuing the drawings.

Quality Assurance Testing

The CONSULTANT will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs and as defined in the City specifications. CONSULTANT is responsible for ensuring that all tests required during the construction project are enforced, documented, logged, and all logs and documents are loaded into SharePoint.

Review of Applications for Payment

Based on on-site observations and review of the applications for payment with the accompanying data and schedules, the CONSULTANT will determine the amounts payable to Contractor on a monthly basis. The CONSULTANT will then recommend by email to the CITY, payments reasonably due to Contractor.

Change Orders and Time Extensions

The CONSULTANT will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY/CONSULTANT or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by the

CONSULTANT. Upon receipt of a requested change order, the CONSULTANT will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract. A log of all change orders and time extensions pending and approved shall be maintained as a part of the monthly construction progress meeting minutes.

Final Inspections

The CONSULTANT will conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion and prepare a punch list of work items remaining. The CONSULTANT will conduct one final inspection to determine if the work is acceptable, so that the CONSULTANT may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable. The CONSULTANT will observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by the CONSULTANT. It is assumed that the CONSULTANT will review 100 percent of the post rehabilitation inspection videos provided by the Contractor. Comments from review of post-rehabilitation inspection tapes and the final inspection visit will be incorporated into the final punch list and forwarded to the Contractor.

Final Completion

At the conclusion of the project, the CONSULTANT will receive, review and transmit to the CITY with written comments guarantees, bonds, and certificates that are required by the Contract Documents and provided by the Contractor. Record drawings are the responsibility of the CONSULTANT and must be submitted in PDF format and with all finalized data entered into the GIS database and submitted to the CITY for review and approval. ALL database submittals shall meet the CITY's formatting and naming requirements and include all fields defined by the CITY. Any tables created as a part of the record drawings shall also be submitted in Excel format and loaded to SharePoint.

In addition to record drawings, CONSULTANT shall update the condition ratings for all pipes and manholes in the project area with their final post-rehabilitation condition rating separately in an Excel table as a new tab in the Work Summary spreadsheet labeled Post-Rehabilitation Condition Rating.

Task 6.1 – Full Time Construction Inspection

General

The Consultant shall furnish a Project Representative who shall on a full-time basis observe performance of the work of the Contractor. The Project Representative is the Consultant's employee or agent at the construction site, will act as directed by and under the supervision of the Consultant, and will confer with the Consultant regarding the Project Representative's actions. The Project Representative's dealings in matters pertaining to the on-site work shall in general be with the Consultant and the contractor keeping the CITY advised as necessary. The Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of the contractor. The Project Representative shall generally communicate with the CITY with the knowledge of and under the direction of the Consultant.

Construction work is projected to ramp up at the beginning and slowly tamper off at the end with the majority of the work occurring during the middle of the construction period. The following is a breakdown on the proposed inspection hours during the 65-week contract duration:

- Weeks 1 to 4: 16 hours per week
- Weeks 5 to 8: 40 hours per week
- Weeks 9 to 57: 48 hours per week
- Weeks 58 to 61: 40 hours per week
- Weeks 62 to 65: 16 hours per week

The total number of inspection hours for the construction duration is 2800 hours. If additional hours are needed they can be added with addendum.

Duties and Responsibilities of the Consultant /Project Representative

Conferences and Meetings

- Attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences and other Project related meetings.

Liaison

- Serve as the liaison with the contractor, working principally through the contractor's superintendent and assist in understanding the intent of the Contract Documents, and serve as the CITY's liaison with the contractor when the contractor's operations affect the CITY's on-site operations.
- Assist in obtaining from the CITY additional details or information, when required for proper execution of the work.

Review of Work, Rejection of Defective Work, Inspections and Tests

- Conduct on-site observations of the work in progress to determine if the work is, in general, proceeding in accordance with the Contract Documents.
- The Project Representative shall report to the Consultant whenever the Project Representative believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, has been damaged or does not meet the requirements of any inspection, test or approval required to be made, and advise the Consultant of work that the Project Representative believes should be corrected or rejected or should be uncovered for observation or requiring special testing, inspection or approval.
- Verify that tests are conducted in the presence of appropriate personnel, and that the contractor maintains adequate records thereof, and observe and record appropriate details relative to the test procedures.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project and record the results of these inspections.

Interpretation of Contract Documents

- The Project Representative shall report to the Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to the contractor clarifications and interpretations as issued by the Consultant.

Modifications

- Consider and evaluate the contractor's suggestions for modifications in drawings and specifications. Transmit to the contractor decisions as issued by the Consultant.

Records

- Maintain at the job site and/or at the Consultant's office, orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all work directives, changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

Reports

- Furnish periodic reports as required of progress of the work and of the contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
- Consult with the CITY in advance of scheduled major tests, inspections or start-up of important phases of the work.
- Report immediately to the CITY upon the occurrence of any accident.

Completion

- Before the Consultant issues a certificate of substantial completion, submit to the contractor a list of observed items requiring completion or correction.
- Conduct final review of the work in the company of the CITY and the contractor and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make recommendations to the CITY concerning acceptance.

Limitations of Authority - Consultant /Project Representative

- Shall not exceed limitations of the Consultant's authority as set forth in the contract documents.
- Shall not undertake any of the responsibilities of the contractor, subcontractors or the contractor's superintendent.
- Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept shop drawings or sample submittals from anyone other than the contractor.

Task 7.0 – Client Controlled Contingency for Additional Services

This task is reserved for additional services that may be determined by the CITY to be needed during the project related to this work. The use of this task is not authorized without direct written authorization by the CITY including a description of the additional work, price, and schedule as proposed by the CONSULTANT and agreed upon by the CITY. This task includes a total budget amount of $50,000.

The following table provides a unit price for field services in the event new manholes and/or sewer lines are identified during field investigation. Unit prices include all tasks associated with these items in the scope as if they were originally included in the project scope, including project management, data review, recommendations, incorporation into plans, traffic control, heavy cleaning, and by-pass pumping.

Service	Unit	Unit Price
Manhole Inspection & Survey	EA	$324.50

Service	Unit	Unit Price
CCTV	LF	$2.77

EXHIBIT E

SSES SPECIFICATION SECTIONS (latest version at execution of agreement included by Reference)

- Section 00313 GIS Database Update for SSES Projects
- Section 00314 Database Template Description PACP for SSES Projects
- Section 00315 Database Template Description Dye Testing for SSES Projects
- Section 00316 Database Template Description Smoke Testing for SSES Projects
- Section 00317 Database Template Description MACP for SSES Projects
- Section 02650 Sewer Line Cleaning Prior to CCTV and Rehabilitation Work
- Section 02731 Sanitary Sewer Television Inspection for SSES Projects
- Section 02760 Dye Testing for SSES Projects
- Section 02764 Gravity Sewer System Smoke Testing for SSES Projects
- Section 02767 Sanitary Sewer Flow Control
- Section 02770 Manhole Inspections for SSES Projects

EXHIBIT B

COMPENSATION

City of Columbia
CIP # SS7478
Rocky Branch 01 – Phase 2
Sewer System Evaluation Study and Sewer Rehabilitation Implementation

Compensation for services provided under Tasks 1 through 7 as outlined in Exhibit A, Scope of Services, is estimated to be a total of $1,076,982.00. This includes $425,200.00 of lump sum tasks 1.0, 2.0, 4.0, 5.0, 6.0, $290,382.00 of unit price task 3.0, $311,400.00 of hourly task 6.1, and $50,000 of client controlled contingency for additional services. Lump Sum and Hourly tasks are clearly labeled in the chart below. Hourly tasks will be compensated by multiplying the total hours worked for each employee by the hourly rate for that employee's job classification. The rates are shown on the attached Schedule of Hourly Billing Rates dated May 1, 2018. Subconsultants, Outside Services and Other direct costs (ODCs) will be charged at the direct cost plus 10%. An estimated breakdown of the fee is shown in the following table:

Task	Description	Hours*	Subconsultants	Total
1.0	Project Management and Administration	433	$ 26,545.00	$ 65,500.00
2.0	Data Management	810	$ 18,940.00	$ 84,600.00
3.0	Sewer Assessment***			
	20 MH @ $324.50/MH		$ 5,900.00	$ 6,490.00
	102,488 LF CCTV @ $2.77/LF		$ 258,270.00	$ 283,892.00
4.0	Sewer Assessment Results and Preliminary Design Report	567	$ 12,300.00	$ 63,300.00
5.0	Rehabilitation Implementation	654	$ 20,920.00	$ 74,600.00
6.0	General Services During Construction	1161	$ 26,580.00	$ 137,200.00
6.1	Full Time Construction Inspection**	2800	$ 154,000.00	$ 311,400.00
7.0	Client Controlled Contingency for Add'l Svcs**	TBD	TBD	$ 50,000.00
	Total of Contract	**6425**	**$ 523,455.00**	**$ 1,076,982.00**
	% of Contract to Subconsultants		48.6%	
	% of Contract to Protégé		24.6%	

*Combined Hours for Brown and Caldwell and the Protégé 4D Engineering
**Denotes Hourly (Time & Expense) Task
***Denotes Unit Price Task

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

SS-7478: Rocky Branch 01 – Phase 2
SCHEDULE OF HOURLY BILLING RATES
May 1, 2018
City of Columbia

Level	Engineering	Technical/Scientific	Administrative	Hourly Rate
A	Drafter Engineering Aide Inspection Aide	Field Service Technician III	Accountant I Word Processor III Office/Support Services IV	$75
B	Engineer I Senior Drafter Senior Illustrator Inspector I	Geologist/Hydrogeologist I Scientist I Senior Field Service Technician	Accountant II Word Processor IV	$95
C	Engineer II Inspector II Lead Drafter Lead Illustrator	Geologist/Hydrogeologist II Scientist II	Accountant III Area Business Operations Mgr Technical Writer Word Processing Supervisor	$105
D	Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator	Geologist/Hydrogeologist III Scientist III	Accountant IV Administrative Manager	$125
E	Senior Engineer Principal Designer Senior Construction Engineer Senior Engineer	Senior Geologist/Hydrogeologist Senior Scientist	Senior Technical Writer	$145
F	Principal Engineer Principal Construction Engineer Supervising Designer	Principal Geologist/Hydrogeologist Principal Scientist	Corporate Contract Administrator	$175
G	Supervising Engineer Supervising Constr. Engineer Supervising Engineer	Supervising Scientist Supervising Geologist/ Hydrogeologist	Assistant Controller	$190
H	Managing Engineer	Managing Geologist/Hydrogeologist Managing Scientist	Area Bus Ops Mgr IV	$205
I	Chief Engineer Executive Engineer	Chief Scientist Chief Geologist/Hydrogeologist	Corp Marketing Comm. Mgr.	$225
J	Vice President Senior Vice President Chief Executive Officer			$240

Unit Price Items:

MH Inspections (Task 3.1): $324.50/MH*

CCTV Inspections (Task 3.3): $2.77/Linear Feet*

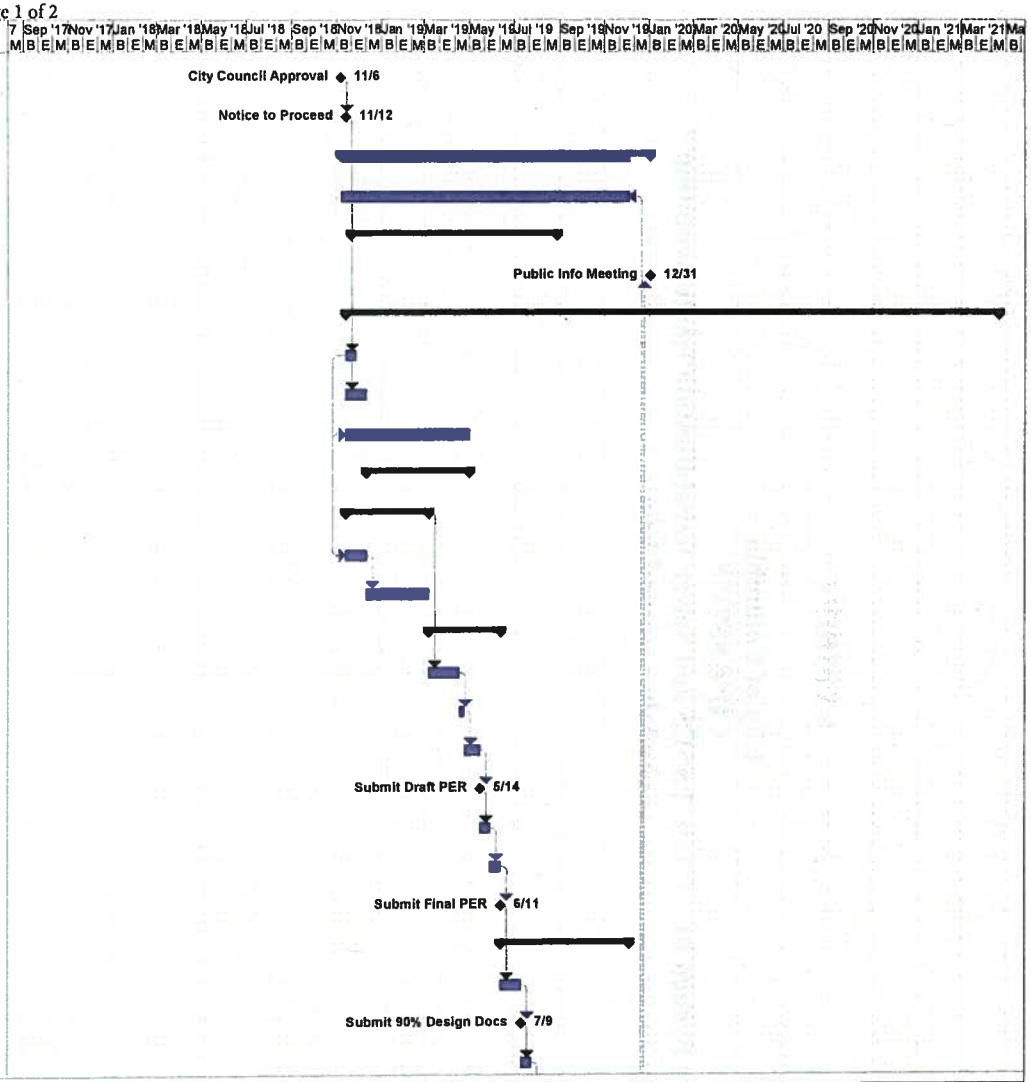
Sub Consultants, Outside Services and Other Direct Costs: 10% markup

*Includes incorporation of asset into data submittal and design plans and specifications

EXHIBIT C

City of Columbia
CIP # SS7478
Rocky Branch 01 – Phase 2 SSES and Sewer Rehabilitation Implementation
Schedule – Gantt Chart

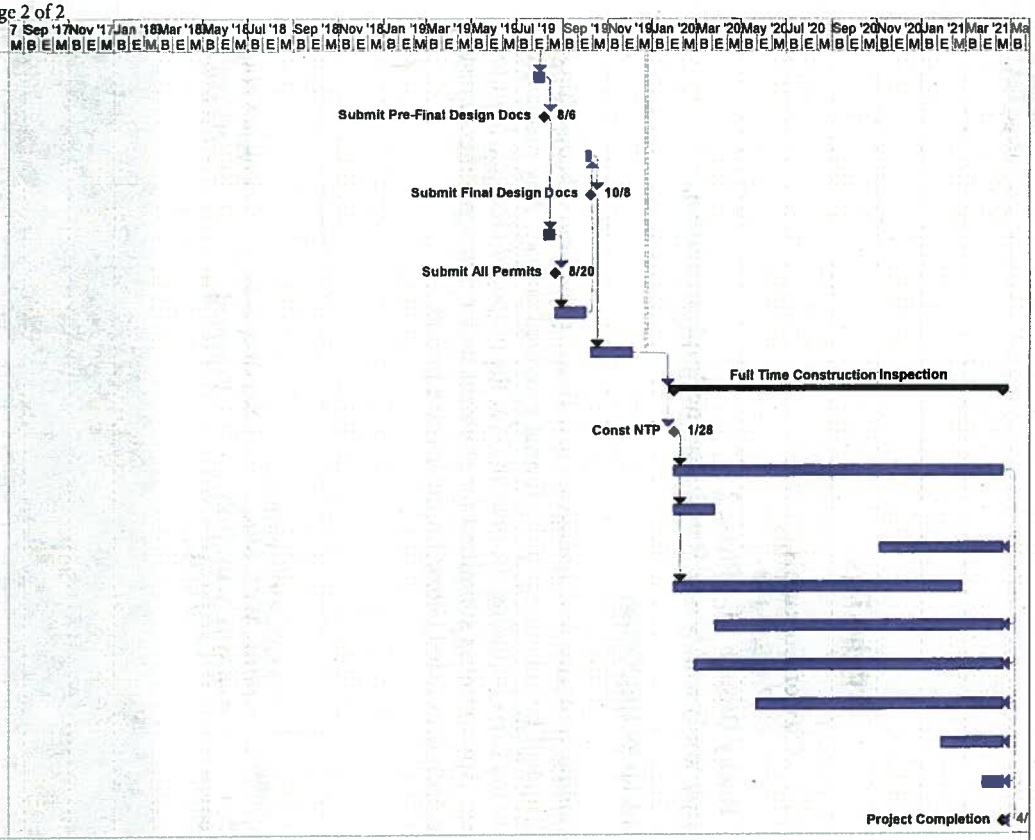
ID	Task Name	Duration	Start	Finish	Predecessors
1	City Council Approval	0 days	Tue 11/6/18	Tue 11/6/18	
2	Notice to Proceed	0 days	Mon 11/12/18	Mon 11/12/18	1FS+1 wk
3	**1.0 Project Management and Admin**	**300 days**	**Wed 11/7/18**	**Tue 12/31/19**	
4	Internal Project Admin	14 mons	Wed 11/7/18	Tue 12/3/19	52FF
5	**Meetings**	**200 days**	**Mon 11/19/18**	**Mon 8/26/19**	
18	Public Info Meeting	0 days	Tue 12/31/19	Tue 12/31/19	52FS+4 wks
19	**2.0 Data Management**	**636 days**	**Tue 11/13/18**	**Tue 4/20/21**	
20	2.1 Review & Update Existing Info	2 wks	Tue 11/13/18	Mon 11/26/18	2
21	2.2 Review System Condition Info	1 mon	Tue 11/13/18	Mon 12/10/18	2
22	Data QC Review	120 days	Tue 11/13/18	Mon 4/29/19	31SS
23	**Data Submittals**	**100 days**	**Mon 12/10/18**	**Mon 4/29/19**	
30	**3.0 Sewer Assessment**	**81 days**	**Tue 11/13/18**	**Tue 3/5/19**	
31	3.1 Manhole Inspections	21 days	Tue 11/13/18	Tue 12/11/18	20SS
32	3.3 CCTV	60 days	Wed 12/12/18	Tue 3/5/19	31
33	**4.0 Assess Results & Prelim Design**	**70 days**	**Wed 3/6/19**	**Tue 6/11/19**	
34	4.1 Sewer Assessment Results	6 wks	Wed 3/6/19	Tue 4/16/19	30
35	4.2 Develop Recommendations	1 wk	Wed 4/17/19	Tue 4/23/19	34
36	4.3.a Prepare Draft PER	3 wks	Wed 4/24/19	Tue 5/14/19	35
37	4.3.b Submit Draft PER	0 days	Tue 5/14/19	Tue 5/14/19	36
38	4.3.c City Review PER	2 wks	Wed 5/15/19	Tue 5/28/19	37
39	4.3.d Prepare Final PER	2 wks	Wed 5/29/19	Tue 6/11/19	38
40	4.3.e Submit Final PER	0 days	Tue 6/11/19	Tue 6/11/19	39
41	**5.0 Rehab Implementation**	**125 days**	**Wed 6/12/19**	**Tue 12/3/19**	
42	5.1.a Prepare 90% Design Docs	4 wks	Wed 6/12/19	Tue 7/9/19	40
43	5.1.b Submit 90% Design Docs	0 days	Tue 7/9/19	Tue 7/9/19	42
44	5.1.c City Review 90% Design Docs	2 wks	Wed 7/10/19	Tue 7/23/19	43



Project: SS7478 Project Schedule
Date: Tue 5/8/18

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Progress | Deadline

ID	Task	Task Name	Duration	Start	Finish	Predecessors
45	5.1.d	Prepare Pre-Final Design Docs	2 wks	Wed 7/24/19	Tue 8/6/19	44
46	5.1.e	Submit Pre-Final Design Docs	0 days	Tue 8/6/19	Tue 8/6/19	45
47	5.1.f	Prepare Final Design Docs	1 wk	Wed 10/2/19	Tue 10/8/19	51
48	5.1.g	Submit Final Design Docs	0 days	Tue 10/8/19	Tue 10/8/19	47
49	5.2.a	Prepare Permit Submittals	2 wks	Wed 8/7/19	Tue 8/20/19	46
50	5.2.b	Submit All Permits	0 days	Tue 8/20/19	Tue 8/20/19	49
51	5.2.c	Agency Review Period	6 wks	Wed 8/21/19	Tue 10/1/19	50
52	5.3	Project Bidding	8 wks	Wed 10/9/19	Tue 12/3/19	48
53	6.1	**Full Time Construction Inspection**	320 days	Tue 1/28/20	Tue 4/20/21	52FS+2 mons
54	6.1.a	Const NTP	0 days	Tue 1/28/20	Tue 1/28/20	52FS+2 mons
55	6.1.b	Admin of Const Contract	16 mons	Wed 1/29/20	Tue 4/20/21	54
56	6.1.c	Shop Drawing Review	2 mons	Wed 1/29/20	Tue 3/24/20	54
57	6.1.d	CCTV & Rehab Recommendations	6 mons	Wed 11/4/20	Tue 4/20/21	55FF
58	6.1.e	Design Clarifications	14 mons	Wed 1/29/20	Tue 2/23/21	54
59	6.1.f	QA Testing	14 mons	Wed 3/25/20	Tue 4/20/21	55FF
60	6.1.g	Review Pay Applications	15 mons	Wed 2/26/20	Tue 4/20/21	55FF
61	6.1.h	Change Orders	12 mons	Wed 5/20/20	Tue 4/20/21	55FF
62	6.1.i	Final Inspections	3 mons	Wed 1/27/21	Tue 4/20/21	55FF
63	6.1.j	Final Completion	1 mon	Wed 3/24/21	Tue 4/20/21	55FF
64		Project Completion	0 days	Tue 4/20/21	Tue 4/20/21	55FF



Project: SS7478 Project Schedule
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Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Progress | Deadline

Exhibit D

City of Columbia
CIP # SS7478
Rocky Branch 01 – Phase 2
Sewer System Evaluation Study and Sewer Rehabilitation Implementation

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, LLC 603 South Lake Drive Lexington, SC 29072	Charlie Deep 803-356-0909	WBE – Protégé	Project Admin, Data Management, Sewer Assessment, Permitting, Construction Admin	$265,185.00
HydroStructures 1725 12th Street Cayce, SC 29033	Mike Ping 803.563.5237	NON-MBE/WBE/SBE	Sewer Assessment	$258,270.00
		Choose an item.		
		Choose an item.		
		Choose an item.		
		Choose an item.		

*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.

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

MENTOR PROTÉGÉ PROGRAM
Implementation Plan

Date: 5/31/2018

Project Number: SS7478

Mentor: Brown and Caldwell

Project Name: RB01 SSES - Phase 2

Protégé: 4D Engineering

Duration of the Project: 30 months

Project Contract Amount: $1,076,982

Protégé Amount: $265,185

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.*

BC has executed a Master Services Agreement with 4D Engineering. This project will contracted via a task order to that MSA. 4D Engineering will generally be responsible for manhole sewer assessments, rehabilitation recommendations, preliminary design report input, manhole rehab design documentation, public relations, permitting, and full time construction inspection.

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.*

4D Engineering will continue to improve their expertise in SSES through the assessment of sanitary sewers, data management, rehabilitation recommendation and design and implementation through construction inspections. This is the third SSES project 4D and BC have worked together on therefore providing multiple projects of varying scopes to build the experience base.

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.*

4D Engineering will participate in progress meetings, public outreach, agency meetings, and submittal review meetings. Prior to submittals being delivered to the City, BC and 4D will review their products together. We will have regular data deliverables to the CW2020 program for review. Success will be measured by the quality and completeness of the data, effective communication within the project team, and value of the experience with the specialty type of work.

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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:

Jay Mazzei - Project Manager; Wayne Iseman - Client Service Manager; Joshua Standridge - Assistant PM and Construction Administration

Protégé:

Charlie Deep - Project Manager; Janet Deep - Client Service; Justin Waring - ~~Project Engineer~~ Assistant PM

Subcontractors:

Protege will subcontract field assessments to a specialty contractor.

Special Arrangements:

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

a. Description of Mentor's responsibilities:

Overall project delivery (see Exhibit A of agreement). Includes quality and completeness of manhole sewer assessments, analysis of data and recommendations for rehabilitation, development of construction contract documents, and construction administration.

b. Description of Protégé's responsibilities on project:

Protege's focus will be on the manhole sewer assessments, quality control of the data, and rehabilitation recommendations. Protege will be responsible for conducting public outreach, lead permitting efforts, and full time inspection during construction.

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

Data management, rehabilitation recommendations, preliminary design report and design documents will be a team effort. Mentor will focus on CCTV of sewer lines and Protege will focus on manhole assessments. We will work together during construction administration.

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

A detailed project scheduled is included in Exhibit C; Phase 100 - 500, Sewer Assessment and Design, will last 11 months and Phase 600, Bidding and Construction, will last 19 months. 4D will be utilized in all phases and will have the lead for manholes.

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

Mentor will submit monthly reporting requirements on the utilization of the Protege.
Mentor will have monthly progress meetings with the City and will add a reoccurring agenda item to provide a status of the MPP team and identify/address MPP related issues

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

-Ensure field data quality and completeness
-Meet established project schedule and ensure compliance with consent decree deadlines
-Identify corrections to mapping for continuity and basin delineations
-Prepare contract documents for rehabilitation that utilize CleanWater2020 program standards

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

Internal meetings will be scheduled monthly prior to Clean Water 2020 meetings.
Meetings will also be held to conduct QA/QC reviews prior to deliverable submission.

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

4D Engineering will submit invoices monthly to BC, by the 15th of each month, in order to be included in BC's monthly invoicing to the City. Invoices will be by Percent Complete for specific phases/tasks. 4D Engineering will be paid within 10 days of BC receiving payment from the City. Additional services will be negotiated with BC, for inclusion in BC's negotiations with the City.

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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	803.563.5237	1725 12th Street Cayce, SC 29033	Brown and Caldwell	$258,270	N/A	23.5%

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: $265,185.00

Percentage of Contract: 24.6% (Minimum of 20% of total contract amount is required)

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Office of Business Opportunities
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 Brown and Caldwell (Mentor Firm) this 31st day of May 2018.
Corporate SEAL

By: _____
Title: Project Manager

ATTEST:
By: _____
Title: Vice President

EXECUTED by 4D Engineering (Protégé Firm) this 31 day of May, 2018.
Corporate SEAL
By: _____
Title: C.E.O.

ATTEST:
By: _____
Title: President

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance Division on this 8th day of June, 2018.

By: Ayesha Driggers
Title: Compliance Administrator

Invoicing Procedure: Exhibit F

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to ***approved*** travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.

15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)

3. ____All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____There was no delay in or postponement of any payment owed to a Subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the Assistant City Engineer.

Attach a copy of the written approval from the City of Columbia.

_____
Company Name

_____
Signature

_____
Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20___.

_____
Notary Public

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

Acknowledgement of Receipt

Date: 7/20/2018

Brown and Caldwell
250 Berryhill Road, Suite 104,
Columbia, SC 29210

RE: Agreement between Brown and Caldwell, and the City of Columbia for services to the Rocky Branch 01 SSES Phase 2 project (5529999-SS7478-658650)

Dear Sir/Madam:

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.

Wayne E Iseman

Signtaure of Recipient
PRINT Wayne E. Iseman

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

Acknowledgement of Receipt

Date: 7/20/2018

Brown and Caldwell
250 Berryhill Road, Suite 104,
Columbia, SC 29210

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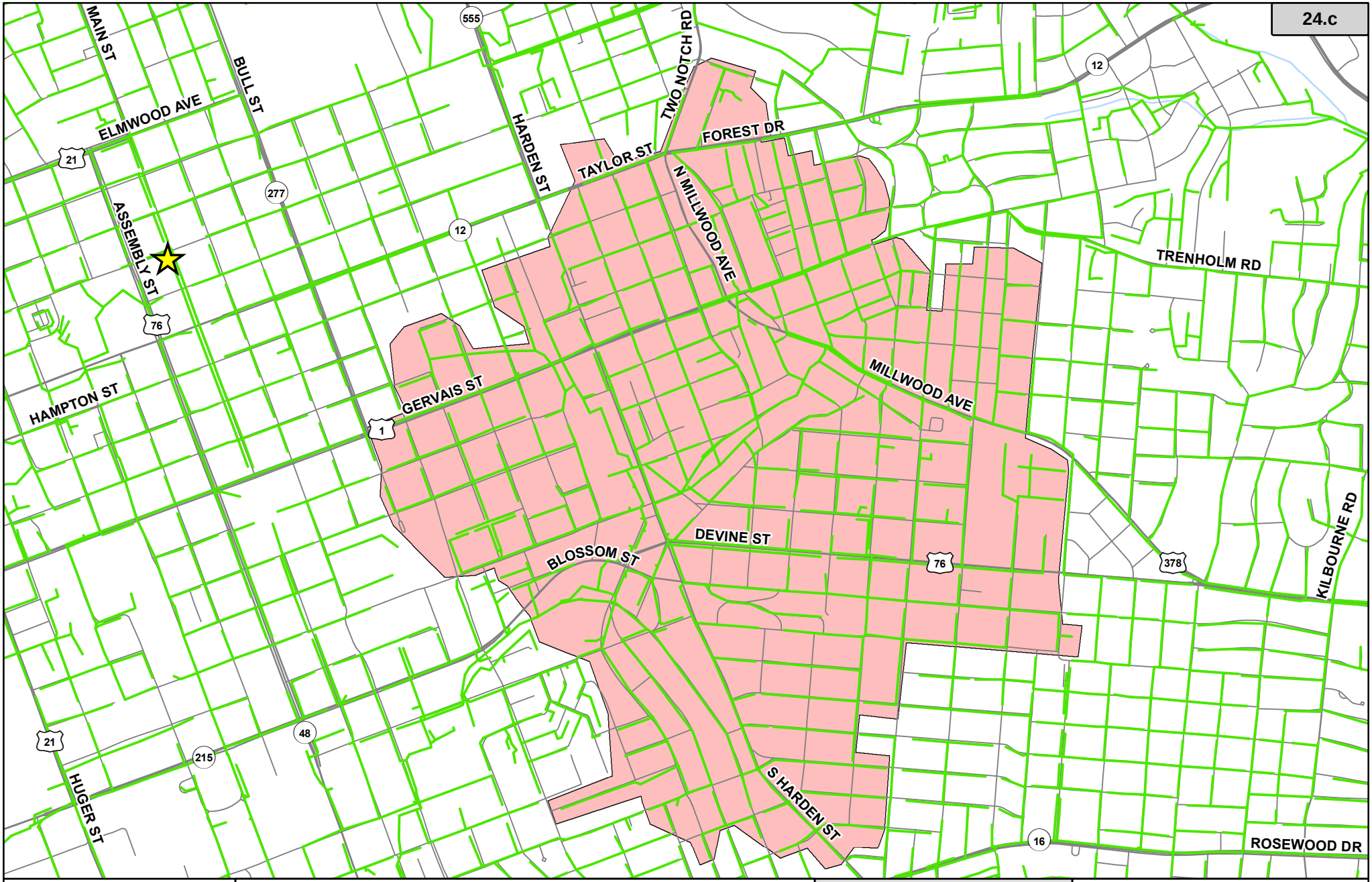
Signtaure of Recipient

PRINT Wayne E. Iseman



Clean Water 2020
Columbia's Clear Vision For Clean Water

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City Hall

Sewer Gravity Mains

SS7478 Focus Area

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SS7478
Rocky Branch 01-Phase 2

Prepared For:

PJA: Aug 24, 2016
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MEETING DATE: **August 14, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve the Lost Creek Drive Road Rebuild Project, as requested by Public Works. Award to Armstrong Contractors, LLC in an amount not to exceed $1,088,619.13. This firm is located in Columbia, SC.**

REQUISITION NO.: **R189715**

FINANCIAL IMPACT: **Funding Source: 4079999-658650. This project is being funded through a joint effort of the City of Columbia and SCDOT (through the Richland County Transportation Committee). The City will be reimbursed by SCDOT for the approved project costs upon submission of a signed payment request. The original budgeted amount is $1,500,000.00.**

ORIGINAL BUDGET: **$1,500,000.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

Three (3) responsive and responsible bids were received for the construction services of Lost Creek Drive Road Rebuild Project (BID#052-17-18-BF) as requested by Public Works.

Project scope consists of the rebuilding of Lost Creek Drive according to the construction recommendations outlined in the Geotechnical Engineering Report conducted by Terracon along with SCDOT standard specifications for highway construction. The total construction time allocated for this project is one hundred eighty (180) consecutive calendar days from the commencement date as defined in the Notice to Proceed.

Base Bid	$ 989,653.75
Contingency (10%)	$ 98,965.38
Total (Not to Exceed)	$ 1,088,619.13

ATTACHMENTS:

- **#a:** Signed Contract 052-17-18-BF (PDF)
- #b: Bid Tabulation 52-17-18-BF (PDF)
- #c: BID #052-17-18-BF Recommendation (MSG)
- #d: Location Map for Lost Creek Drive_24X24 (PDF)
- #e: Letter from SCDOT to Robert Sweatt authorizing funding for Lost Creek Drive (PDF)
- #f: Letter from Robert Sweatt to James Brown requesting CTC funding for Lost Creek Drive (PDF)

CONTRACT

City of Columbia, South Carolina

Lost Creek Drive Road Rebuild Project

Bid #052-17-18-BF

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Armstrong Contractors** with legal address and principal place of business at **P.O. Box 291053, Columbia, SC 29229**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by **Terracon Consultants, Inc.**

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred eighty (180)** consecutive calendar days from commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Nine Hundred Eighty-Nine Thousand Six Hundred Fifty-Three Dollars and Seventy-Five Cents ($989,653.75).**

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **One Thousand One Hundred Dollars and Zero Cents ($1,100.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

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

9.2.7 Special Provisions.

9.2.8 Geotechnical Engineering Report from Terracon.

9.2.9 Location map.

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

ARTICLE 10. MISCELLANEOUS

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

10.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this

Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

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

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

APPROVED AS TO FORM
Legal Department City of Columbia, SC

This Contract shall become effective on _____, 20___.

Contractor	Owner
Armstrong Contractors	City of Columbia, SC
BY _____	BY _____
	Teresa Wilson, City Manager
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest _____	Attest _____
Address for giving notices:	Address for giving notices:
P.O. Box 291053	Department of Procurements and Contracts
Columbia, SC 29229	1800 Main Street, 2nd Floor
_____	Columbia, SC 29201
Date: _____	Date: _____

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

Event Number	BID 052-17-18-BF Addendum 2	**Organization**	City of Columbia, SC
Event Title	Lost Creek Drive Road Rebuild Project	**Workgroup**	Purchasing
Event Description	Mandatory Pre-Bid meeting scheduled June	**Event Owner**	Brenda Faison
Event Type	IFBs	**Email**	blfaison@columbiasc.net
Issue Date	6/12/2018 10:17:37 AM (ET)	**Phone**	
Close Date	6/27/2018 01:00:00 PM (ET)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Armstrong Contractors	Columbia	SC	6/26/2018 03:50:54 PM (ET)	1	$989,653.75
C. R. Jackson, Inc.	Columbia	SC	6/27/2018 11:52:04 AM (ET)	1	$1,162,222.00
Lindler's Construction of SC LLC	Newberry	SC	6/27/2018 12:36:27 PM (ET)	1	$1,272,753.70

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

Moore, Erika

From: Goins, Thomas D (Destin)
Sent: Tuesday, July 03, 2018 11:33 AM
To: Faison, Brenda L
Cc: Porth, Gary B; Atlas, Victor L; Sweatt, Robert G; Anderson, Robert A
Subject: FW: BID #052-17-18-BF Lost Creek Drive Rebuild Project
Attachments: Bid Tabulation 52-17-18-BF.xlsx; Bid Analysis 052-17-18-BF.pdf

Brenda,
The bid analysis looks to already be in line item form. If everything is good on your end. I recommend Armstrong Contractors Inc. for the project.

Destin Goins, Assistant Superintendent
Public Works – Street Division
2910 Colonial Drive, Columbia, SC 29203
Phone: 803-545-3790
Fax: 803-545-3785
tdgoins@ColumbiaSC.net

From: Faison, Brenda L
Sent: Monday, July 02, 2018 12:48 PM
To: Goins, Thomas D (Destin)
Cc: Porth, Gary B
Subject: BID #052-17-18-BF Lost Creek Drive Rebuild Project

Destin,

Attached is the Bid Tabulation and Bid Analysis for BID #052-17-18-BF Lost Creek Drive Rebuild Project for your review and approval. The apparent low responsive bidder was Armstrong Contractors Inc. at $989,653.75. The contingency of 10% is $98,965.38 which brings the total bid amount at ***$1,088,619.13.***

Thank you.

Brenda Faison
Bid Coordinator
Department of Procurement & Contracts
1800 Main St., 2nd FL 210
Columbia, SC 29201
(803) 545-3474 Office
(803) 733-8404 Fax
blfaison@columbiasc.net

CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
We Are Columbia

N
W E
S

TIMBER KNOLL DR
RIVER RUN RD
BEECHWOOD CT
RAINTREE CT
LAUREL OAK LN
BEECHWOOD LN
WATER OAK DR
LAUREL OAK CT
ASHWOOD DR
PASATINO DR
KINGSTO
FRADAN LN
AUTUMN WOODS CT
FOX CHAPEL DR
MOSS HAVEN DR

Roadway Area:
Lost Creek Drive: 23,889 syd

Legend

Roadway

- Lost Creek Drive
- Columbia City Limits

0 187.5 375 750 1,125 1,500
Feet

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Streets\MXD's\ChestnutHills_24X24.mxd

South Carolina
Department of Transportation

July 10, 2017

Mr. Robert Sweatt
Superintendent, Street Division
City of Columbia
2910 Colonial Drive
Columbia, South Carolina 29203

Dear Mr. Sweatt:

I am pleased to inform you that the Richland County Transportation Committee (CTC) has requested the South Carolina Department of Transportation (SCDOT) to budget CTC funds to the City of Columbia for an improvement project.

Per the CTC's approval, $1,500,000.00 was allocated for local paving project **C PCN P034726**. This project is identified as road improvements for the Chestnut Hill Road Project to include Lost Creek Drive, Bluff Pointe, Pond Oak Lane and West Way Lane. The CTC committed to $3,000,000.00 over a two year period with the City's commitment of $500,000. Please note that the Project Control Number (PCN) shown above will identify this project in our records and should be included on all correspondence.

The City of Columbia will have full responsibility for the procurement, construction, maintenance, and inspection of this project. **The City is expected to comply with the requirements set forth in S. C. Code of Laws, Section 12-28-2740 (Supp. 1996), and the SC Consolidated Procurement code regarding construction specifications and procurement procedures.** No bid preferences are allowed unless required by state or federal law.

SCDOT will reimburse CTC funds for eligible project costs up to the amount budgeted by the CTC, based upon the City's submission of the signed Request for Payment Invoice (form enclosed). The Request for Payment Invoice of eligible contract expenditures must be accompanied by detailed documentation of the charges. This documentation may be in the form of a canceled check, contractor's invoice, supplier's invoice, an engineer's pay estimate, or a statement of direct expenses, if City personnel accomplish the work. Each invoice shall be certified true and correct by a duly authorized representative of the City. By submission of the payment request, the agent is certifying that the work and/or materials for which the payment is requested has been incorporated into the above referenced project; that the project has been administered and constructed in accordance with the SC Consolidated Procurement code and with the requirements of S. C. Code Section 12-28-2740 (Supp. 1996); all work has been inspected and accepted by the City; and that the funds requested will be applied to the purposes for which they are requested.

Post Office Box 191
955 Park Street
Columbia, SC 29202-0191

CENTENNIAL 100 1917-2017 SCDOT

www.scdot.org
An Equal Opportunity
Affirmative Action Employer
855-GO-SCDOT (855-467-2368)

CITY OF COLUMBIA

Public Works/Street Division

TO: JAMES BROWN

FROM: ROBERT SWEATT, STREET SUPERINTENDENT

SUBJECT: REQUEST FOR FUNDING

DATE: 2/24/2017

CC: ROBERT ANDERSON

CC: DESTIN GOINS

Mr. Brown,
The City of Columbia greatly appreciates the C funds resources provided by the Richland CTC to the City of Columbia to maintain the road infrastructure. The Columbiana Drive Reclamation Project was a huge success and received much praise from the citizens of the City of Columbia and Richland County.

The current road reconstruction need that we hope to address is Lost Creek Drive in the Chestnut Hills neighborhood. Lost Creek Drive is a connector road that connects Hollingshed Rd to Broad River Rd, which the City of Columbia owns and maintains about 1.5 miles of the road starting from Hollingshed Rd to near the South entrance to the Chestnut Hills neighborhood. This road services 600 plus homes in the Chestnut Hills area and has an average of 2000 +/- ADT. This particular area is in a severe state of deterioration with an immediate need for repaving/reconstruction. We are proposing this road receive treatment similar to the Columbiana Drive Project. Based on the condition of the road, our suggestion is to have this road reclaimed with cement modified recycled base. We estimate the construction costs to be approximately $1.5 million. We will use city funds to have the base materials tested and an analysis performed by geotechnical engineers to verify cement ratio and depth needs for the base modifications before and throughout the project. We are asking that the CTC consider funding $1.5 million to the construction project. We cannot stress enough the importance of this road receiving repair.

Thank you for your consideration in this matter!

Robert Sweatt

We Are Columbia

MEETING DATE:	**August 14, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve Sanitary Sewer Pump Station Improvements at Various Pump Stations, as requested by Columbia Water. Award to AAA Utility and Construction, LLC in an amount not to exceed $1,477,750.00. This firm is located in Columbia, SC.**
PURPOSE:	**This is Clean Water 2020 Program Project.** **Sub-consultant Farmer Construction, LLC, a Minority Business Enterprise of Columbia, SC, will provide electrical services at 2% ($27,560.00) of the contract value.**
REQUISITION NO.:	**R189073**
FINANCIAL IMPACT:	**Funding Source: 5529999-SS717201-658650. The original budgeted amount is $1,991,000.00.**
ORIGINAL BUDGET:	**$1,991,000.00**
CLEAN WATER 2020?:	**Yes**
STRATEGIC GOALS:	**Provide high quality municipal services**

This project has been designated as a CDBE project with a required DBE participation of 2%.

Three (3) responsive and responsible bids were received for Bid #048-17-18-BF Sanitary Sewer Pump Station Improvements at Various Pump Stations (SS7172) as requested by Columbia Water.

AAA Utility and Construction, LLC is located in Columbia, SC. Their base bid submittal was

Project scope consists of the rehabilitation of three wastewater pump stations and other miscellaneous and related items. The pump stations included in the Base Bid are Animal Shelter Pump Station (#025) and Mallard Pointe Pump Station (#060). Harbison Pump Station 2 (#140) was included in the Optional Bid item. The construction time allocated for this project is one hundred eighty (180) consecutive calendar days from the commencement date as defined in the Notice to Proceed to substantial completion and an additional thirty (30) consecutive calendar

days to final completion for a total construction time of two hundred ten (210) consecutive calendar days after the commencement date as defined in the Notice to Proceed.

Base Bid	$ 778,000.00
Optional Bid	$ 600,000.00
Contingency	$ 99,750.00
Total (Not to Exceed)	$ 1,477,750.00

ATTACHMENTS:

- **#a:** Contract 048-17-18-BF (PDF)
- #b: SS7172 - Engineer's Recommendation memo (PDF)
- #c: SS7172 Project Location Map (PDF)
- #d: Bid Tabulation by Supplier (PDF)
- #e: Compliance Review (3) (PDF)

CONTRACT

City of Columbia, South Carolina

SS7172

Sanitary Sewer Pump Station Improvements at Various Pump Stations

Bid #048-17-18-BF

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **AAA Utility & Construction, LLC** with legal address and principal place of business at **P.O. Box 9404, Columbia, SC 29290**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 Contractor shall perform the Work as specified in the Base and Optional Bid as indicated in the Contract Documents.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by **W. K Dickson & Co. Inc.**

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall include both Base Bid and Optional Bid items and shall be **one hundred eighty (180)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **two hundred ten (210)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **One Million Three Hundred Seventy-Eight Thousand Dollars and Zero Cents ($1,378,000.00).**

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **One Thousand One Hundred Dollars and Zero Cents ($1,100.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials and Construction", Part 17 "Specifications for Sanitary Sewers", Part 20 Specifications for Sodding, Fertilizing and Seeding", "Technical Specifications", "CDBE Guidelines", and "the LBE Policy".

9.2.7 Special Provisions.

9.2.8 Drawings, numbered 1 through 10, inclusive and dated 1/2018 for Animal Shelter Pump Station (No. 025). Drawings, numbered 1 through 9, inclusive and dated 1/2018 for Mallard Pointe Pump Station (No. 060). Drawings, numbered 1 through 10, inclusive and dated 1/2018 for Optional Harbison Pump Station (No. 140).

9.2.9 Addenda numbers 1 to 4, inclusive.

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

ARTICLE 10. MISCELLANEOUS

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

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

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

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

This Contract shall become effective on _____, 20___.

Contractor AAA Utility & Construction, LLC	Owner City of Columbia, SC
BY _____	BY _____
	Teresa Wilson, City Manager
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest _____	Attest _____
Address for giving notices:	Address for giving notices:
P.O. Box 9404	Department of Procurements and Contracts
Columbia, SC 29290	1800 Main Street, 2nd Floor
_____	Columbia, SC 29201
Date: _____	Date: _____

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

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Columbia Water
Drinking Water • Wastewater • Stormwater

Department/Division Name
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

Memorandum

To: Gary Porth
Construction Procurement Manager

From: John Riggs, P.E.
Wastewater Project Manager

Date: June 29, 2018

Subject: SS7172 – Sanitary Sewer Pump Station Improvements at Various PSs
Recommendation of Award

As you are aware, the City of Columbia received competitive bids for SS7172 – Sanitary Sewer Pump Station Improvements at Various Pump Stations on May 30 2018. The bid tabulations have been reviewed and we find no issues with the prices provided. The four responsive bids were as follows:

Base Bid	
AAA Utility & Construction, LLC	$778,000.00
Shady Grove Construction, LLC	$1,283,992.20
GH Smith Construction, Inc	$1,378,000.00
Stutts & Williams, LLC	$1,743,000.00

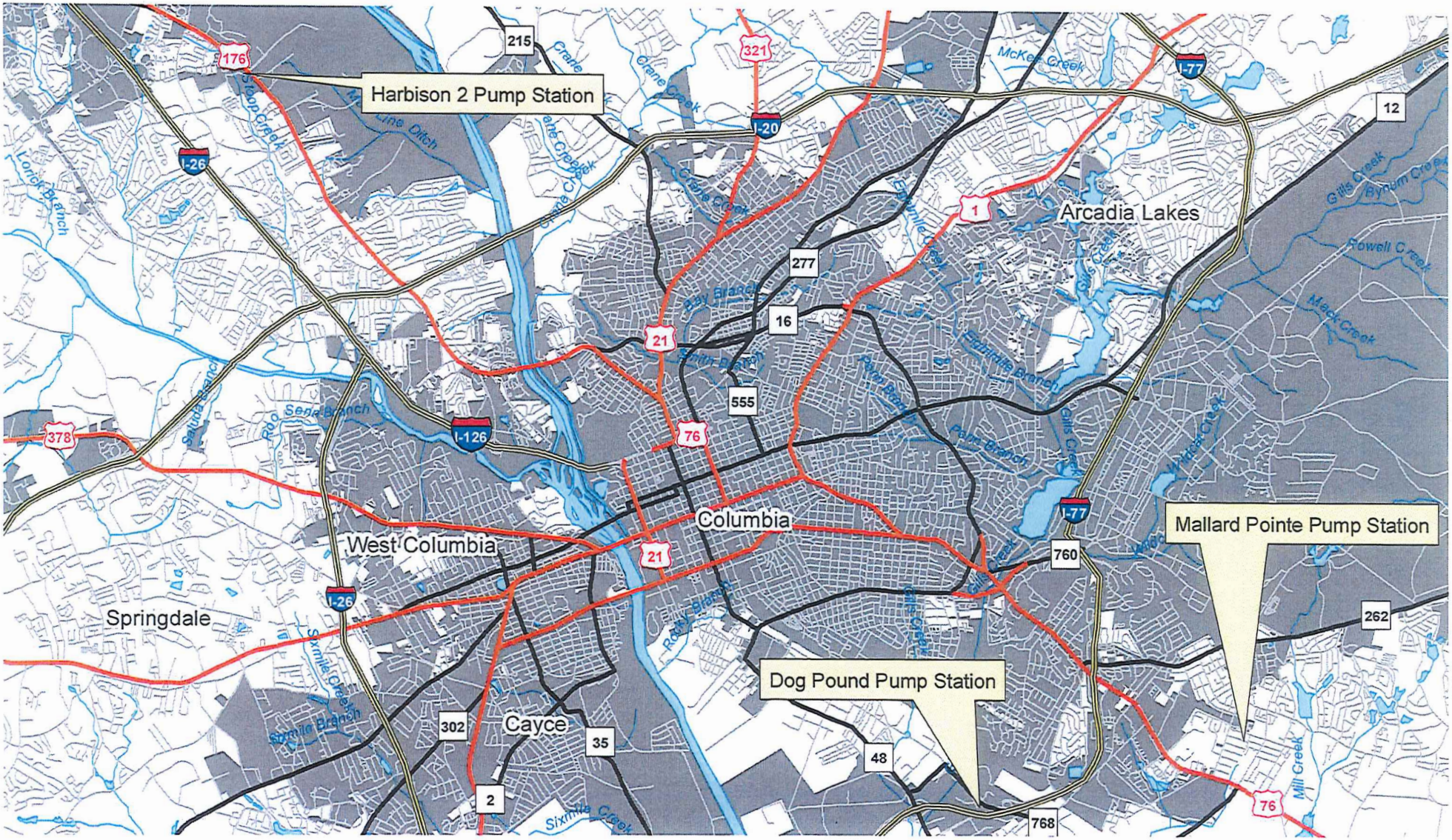
Base Bid With Optional Add	
AAA Utility & Construction, LLC	$1,378,000.00
Shady Grove Construction, LLC	$1,900,314.87
GH Smith Construction, Inc	$2,043,000.00
Stutts & Williams, LLC	$2,638,000.00

We have reviewed the bids and find everything in order. We recommend awarding the contract to AAA Utilities & Construction, LLC at their base bid with optional add amount of $1,378,000. The total project budget is $1,477,750.00 which includes the contractors base bid with optional add price as listed above plus an owner's contingency of $99,750.00.

Sincerely,

John Riggs, P.E.
Wastewater Project Manager

Pump Station Location Map
City of Columbia - SS7172



					AAA Utility and Construction LL		Shady Grove Construction, LLC		G H Smith Cor
					Total Price	$1,378,000.00	Total Price	$1,900,314.87	Total Price
Line #	Description	Mfgr Mfgno	QTY	UOM	Unit	Extended	Unit	Extended	Unit
1	Proposal Amount		1	EA	**$778,000.00**	$778,000.00	$1,283,992.20	$1,283,992.20	$1,378,000.00
2	Optional Bid Amount		1	EA	**$600,000.00**	$600,000.00	$616,322.67	$616,322.67	$656,000.00

	ıstruction, Inc	Stutts & Williams, LLC	
	$2,034,000.00	Total Price	$2,638,000.00
Line #	Extended	Unit	Extended
1	$1,378,000.00	$1,743,000.00	$1,743,000.00
2	$656,000.00	$895,000.00	$895,000.00

CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Compliance Specialist

FROM: Brenda Faison, Bid Coordinator
Department of Procurement and Contracts

DATE: June 4, 2018

PROJECT: BID #48-17-18-BF

Bids for this project were opened publicly at 1:00 p.m., May 30, 2018 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with a CDBE 2% goal. The apparent *responsive* low bidder is AAA Utility & Construction, LLC at base bid $778,000.00 and optional bid at $600,000.00. The total bid amount being at ***$1,378,000.00***

Please review for LBE compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved: Juliet N Nelly **DATE:** 6/5/18
Juliet Nelly Compliance Specialist

Appendix A (CDBE)
Business Information Record

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (Indicate all that apply)	Is your Business CDBE Approved ? Yes or No
Farmer Construction, LLC	Willie Farmer (803) 600-7689	electrical	$27,560	2 %	MBE, LBE, & DBE	yes
				%		
				%		
				%		
				%		

TOTAL: $ 27,560.00

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

Business Name: AA Utility and Construction LLC

Representative Name / Title: David Welsford

Date: 5-30-18

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve Project SS6786; Renewal the Annual Manhole Rehabilitation Contract, as requested by Columbia Water. Award to Prism Engineers and Contractors, Inc. for a second and final annual renewal term in an amount not to exceed $1,500,000.00. This firm is located in Williamsburg, VA.**

PURPOSE: **This is a Clean Water 2020 project.**

The following sub-consultants will provide additional services:

Ferguson Waterworks of Williamsburg, VA will provide frames and covers at (2%) $30,250.00 of the contract value.

Gage, LLC of Richmond, VA will provide chimney seals at (0.75%) $11,250.00 of the contract value.

Madewell Products Corporation of Alpharetta, GA will provide cementitious products at (7%) $99,680.00 of the contract value.

Reconology of Greenville, SC will provide installation of cementitious materials at (51%) $771,238.00 of the contract value.

REQUISITION NO.: **R191672**

FINANCIAL IMPACT: **Funding Source: Water & Sewer Capital Projects - Capital Project Costs/Gravity Sewer Manhole Line/Rep-Capital Project Costs, 5529999-658650/SS678619-658650. The original budgeted amount is $2,000,000.00.**

ORIGINAL BUDGET: **$2,000,000.00**

CLEAN WATER 2020?: **Yes**

STRATEGIC GOALS: **Provide high quality municipal services**

This is the second and final renewal of the Annual Manhole Contract (SS6786). The original contract was awarded for FY 16-17 and ended on June 30, 2017. The contract was extended for one month from July 1, 2017 through July 31, 2017 while Council approval was sought for the first annual renewal from August 1, 2017 through June 30, 2018. Council approved the first annual renewal on July 18, 2017. This is a request to approve the funding for the second and final annual renewal from July 1, 2018 through June 30, 2019. The work in this contract will end on June 30, 2019.

ATTACHMENTS:

- **#a:** SS6786 Executed Renewal Agreement for Annual MH Rehab Contract (PDF)
- #b: SS6786(17-18)_Council Approval of Contract Renewal for FY 17-18 (2) (PDF)
- #c: FY 18-19 Approved CIP - City Council Agenda - Tuesday June 5 2018 (PDF)
- #d: R191672 (PDF)

We Are Columbia

May 18, 2018

Mr. David Reaves
Prism Contractors & Engineers, Inc.
1568 Manufacture Drive
Williamsburg, VA 23185

Re: Contract Renewal, Annual Manhole Rehab Contract SS6786

Dear Mr. Reaves,

The current awarded period on the above referenced contract is set to expire on June 30, 2018. This letter is to renew the Annual Manhole Rehab Contract Agreement for **SS6786** from July 1, 2018 to June 30, 2019. This inquiry is a request for your consideration to modify the original contract terms to extend the contract expiration date. This will be the second and final annual renewal allowed per Bid 024-16-17-DS.

This renewal is subject to the approval of the City Manager, City Council for the City of Columbia, SC and/or their authorized designee.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested in renewing the contract for the period stated above at the previously contracted rates. All other terms and conditions will remain the same during the contract term.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Tuesday, May 22, 2018. In addition, please mail the *original* signed version of this letter back to me while retaining a *copy* for your files.

Looking forward to your response.

Gary B. Porth
Procurement and Contracts Department
1800 Main Street, 2nd Floor Columbia, SC 29201
Phone: 803-545-3241 Fax: 803-733-8408
Email: gbporth@columbiasc.net

We Are Columbia

We, Prism Contractors & Engineers, Inc., agree to renew the current contract **(SS6786)**, through June 30, 2019 at the previously contracted rates. All other terms and conditions as outlined in the Annual Manhole Rehabilitation Contract for project SS6786 are applicable, fully enforceable and will remain unchanged.

This Agreement shall expire, unless terminated earlier as provided for herein, on June 30, 2019.

__X__ Yes _____No

5/21/18 David Reaves, President

Signature/Date Printed Name of Signer

Jeff Paem for T. Wilson 8/7/2018

City Manager's Signature/Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC

We Are Columbia

MEETING DATE:	**July 18, 2017**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve a Contract Renewal for the Annual Manhole Rehabilitation, as requested by the Wastewater Maintenance Division. Award to Prism Engineers and Contractors, Inc. in an amount not to exceed $1,310,885.00. This firm is located in Williamsburg, VA.**
FINANCIAL IMPACT:	**Funding Source: Water & Sewer Capital Projects- Capital Project Costs/Gravity Sewer Manhole Line/Rep-Capital Project Costs, 5529999-658650/SS678616-658650. Reconology of Greenville, SC will receive $673,396.00 (79%) as a sub-consultant. The original budgeted amount is $1,318,885.00.**
ORIGINAL BUDGET:	**1,318,885.00**
CLEAN WATER 2020?:	**No**
STRATEGIC GOALS:	**Provide high quality municipal services**

The original contract was awarded for FY 16-17 and will end on June 30, 2017. The first option to renew will be exercised on August 1, 2017. This request is for the first optional term to terminate on June 30, 2018.

I respectfully request City Council's approval for this contract extension at an amount not to exceed $1,310,885.00.

ATTACHMENTS:

- Council Approval (PDF)
- Contract Renewal No. 1 (PDF)
- Signed Contract Renewal No. 1 (PDF)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Sam Davis, Councilman - District I
SECONDER:	Tameika Isaac Devine, Councilwoman - At Large
AYES:	Benjamin, Davis, Devine, Duvall, McDowell, Rickenmann
ABSENT:	Moe Baddourah

We Are Columbia

June 16, 2017

Mr. David Reaves
Prism Contractors & Engineers, Inc.
1568 Manufacture Drive
Williamsburg, VA 23185

Re: Contract Renewal, Annual Manhole Rehab Contract SS6786

Dear Mr. Reaves,

The current awarded period on above referenced contract is set to expire on July 31, 2017. This letter is to renew the Annual Manhole Rehab Contract Agreement for SS6786 from August 1, 2017 to June 30, 2018. This inquiry is a request for your consideration to modify the original contract terms to renew the contract expiration date at the previously contracted rates.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested in renewing the contract for the period stated above. All other terms and conditions will remain the same during the contract term.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Tuesday, June 20, 2017. In addition, please mail the *original* signed version of this letter back to me while retaining a *copy* for your files.

Looking forward to your response.

Gary B. Porth

Gary B. Porth
Procurement and Contracts Department
1800 Main Street, 2nd Floor Columbia, SC 29201
Phone: 803-545-3241 Fax: 803-733-8408
Email: gbporth@columbiasc.net
www.columbiasc.net

We Are Columbia

We, Prism Contractors & Engineers, Inc., agree to renew the current contract **(SS6786)**, through June 30, 2018 at the previous contractual rates. All other terms and conditions as outlined in the Annual Manhole Rehab Contract for project SS6786 are applicable, fully enforceable and will remain unchanged.

✓ Yes ____ No

6/19/17
Signature/Date

David Reaves
Printed Name of Signer

Comments: _____

Teresa Wilson
Teresa Wilson, City Manager

7/26/2017
Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC

We Are Columbia

PO Box 147, Columbia, SC 29205 • Phone: 803-545-3400 • Fax: 803-401-8824

To: Mr. Clint Shealy, PE
Director of Utility Operations
From: Robert L Judy,
Wastewater Maintenance Superintendent
Date: May 10, 2017
Subject: Annual Manhole Rehabilitation Contract Extension SS6786 (18)

The Annual Manhole Rehabilitation Contract referenced above was awarded to Prism Contractors & Engineers, Inc. in December 2016 and will be completed by June 30, 2017. This year's work included the rehabilitation of approximately 500 manholes and associated repairs within the Gills Creek 06, 07, and 08 sub basins. The current year's totals are estimated at:

- 3,525 Vertical feet of cementitious lining of 4' diameter manholes
- 100 removal and replacement of manhole frames and covers
- Gathering and GIS Data on all Manholes
- 310 Vertical feet of Calcium Aluminate lining of 4' diameter manholes

The work has progressed very well and on schedule with the required results.

Paragraph 1.0 of the Special Provisions (See Attachment) allows the City to extend this contract for two additional one (1) year periods, through June 30, 2019, at the original bid unit prices.

It is my recommendation and I request your approval to exercise this option and renew this contract with Prism Contractors & Engineers, Inc. with fiscal year 17/18 funding of $1,500,000. The estimated costs for fiscal year 17/18 are $1,310,885 per the attached schedule of prices for the existing contract. Per the attached location map, manhole rehabilitation efforts will occur throughout the City's sanitary sewer system, including a focus on the Gills Creek 03 and 04 sub basins.

Please let me know if you need further information.

Attachments

Special Provisions Contract #SS6786 (17)
Schedule of Prices per Existing Contract
Map of proposed work area

Robert Judy • WWM Division Superintendent
Ph: 803-545-3920
E-mail: rljudy@columbiasc.com

SS6786(17)

ANNUAL CONTRACT FOR REHABILITATION OF SANITARY SEWER MANHOLES

SPECIAL PROVISIONS

1.0 GENERAL

Conflicts between the Special Provisions and other specifications:

In case of conflict between the Special Provisions and the City of Columbia Engineering Regulations Part 15: General Specifications, the Special Provisions shall prevail. In case of conflict between the Special Provisions and the Technical Specifications, the Technical Specifications shall prevail.

There will be no additional cost to the City of Columbia due to any postponement of the project.

The terms and conditions of the contract and the specifications shall be valid through June 30, 2017. At such time, the City of Columbia shall have the option to renew for two (2) additional one (1) year periods *at the current bid proposal* by written Amendment. There will be no price changes to the current line item bid. The Contractor shall notify the City at least 90 days in advance of the renewal deadline if they do not wish to enter into a renewal with the City for the following one (1) year period. On June 30, 2019 the contract shall expire without exception.

Subsequent to the issuance of a contract and a Notice to Proceed, the City of Columbia reserves the right to increase the quantity of manholes to be rehabilitated during the current fiscal year through the issuance of a change order to the contract. Additional rehabilitation efforts will be conducted by the contractor at the current bid proposal unit prices, up to the maximum contract amount available for that fiscal year. If additional bid line items are added to the scope of work during either the current fiscal year or during a renewal of the contract for an additional year, the unit prices for each new line item will be negotiated between the City and the contractor, up to the maximum contract amount available for that fiscal year.

The locations of the work to be conducted under the initial scope of the contract is provided with the project documents available at the time of the initial bid. The precise locations of work to be performed in subsequent years is to be established by the City of Columbia once those locations have been determined. All work will be located within the City of Columbia's sanitary sewer service area throughout the entire length of the contract.

2.0 PREPARATION OF BID

Engineering Regulations Part 14: Instructions to Bidders, Paragraph 14.2 Preparation of Bid
Paragraph 14.2.2 is deleted in its entirety and replaced with the following:

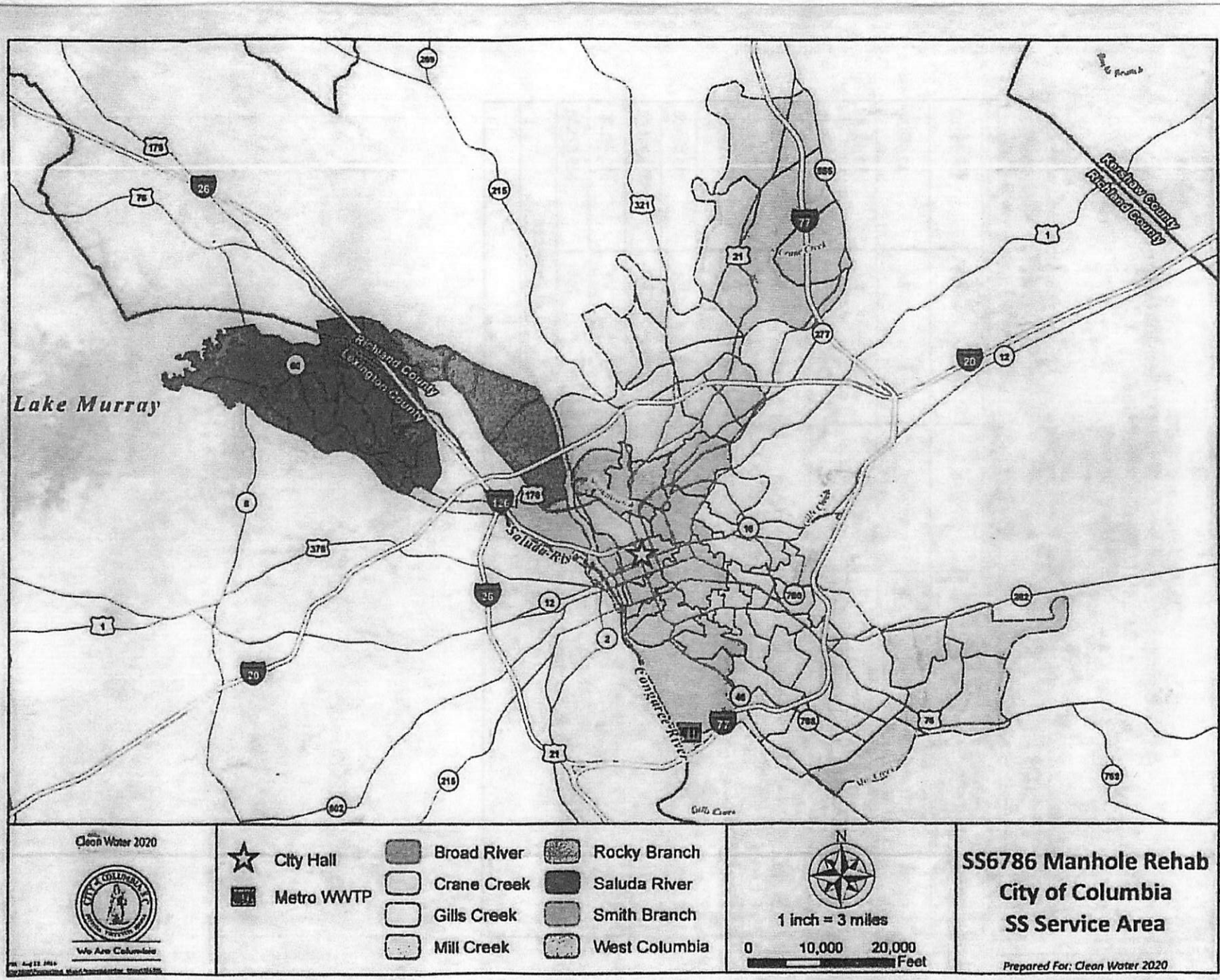
14.2.2 Each bidder shall have a current license issued by the SC Contractor's Licensing Board with a License Classification and Contract Limits/Group Number appropriate for the nature and estimated construction cost for this project.

Each bidder, whether a resident or nonresident of this State and whether a license has been issued to him or not, is required to show evidence of being licensed before his bid for this project is opened or considered by affixing the bidder's South Carolina Contractor's license number on the

The City of Columbia, SC
Annual Contract for Rehabilitation of Sanitary Sewer Manholes
Contract Number SE-8786(18)
Schedule of Prices

BIDDER MUST FILL IN THE UNIT PRICES AND COMPLETE THE TOTALS

ITEM NO	DESCRIPTION OF SCHEDULED ITEM	UNIT PRICE IN DOLLARS AND CENTS	ESTIMATED QTY/UNIT OF MEASURE	TOTAL PRICE Dollar Cents
PART C- REHABILITATION				
C- 124	Remove and Replace Existing Sewer Manhole Frame and Cover (24-inch Diameter Base (Section 02763)	$750.00	126 EA	$94,500.00
C- 126	Remove and Replace Manhole Frame and Cover with Standard Watertight Frame and Cover (Section 02763)	$950.00	8 EA	$7,600.00
C- 127	Remove and Reset Existing Manhole Frame and Cover	$500.00	16 EA	$8,000.00
C- 128	Furnish and Install 3-Foot Chimney Seal, 24-inch (Section 02763)	$400.00	480 EA	$192,000.00
C- 130	Install or Maintain and Replace Inverted Manhole Drop Connections, all Sizes (Section 02522)	$220.00	23 EA	$5,060.00
C- 131	Removing and Replacing Non-Reinforced Concrete Pipe, and Connecting to Manholes (Section 02763)	$350.00	105 EA	$36,750.00
C- 132	Protecting, Fitting, and Removing Cones and Spurs in Manholes (Section 02763)	$100.00	132 EA	$13,200.00
C- 134	Sewer Manhole Connection Lining 4-12 Dia. Manhole (Section 02763)	$155.00	5,495 VF	$851,725.00
C- 135	Sewer Manhole Channel Lining 4-inch Dia. Manhole (Section 02763)	$175.00	471 VF	$82,425.00
C- 148	Confirming Manhole GIS Data in the Field (Section 00512)	$25.00	785 EA	$19,625.00
PART C- REHABILITATION (Items C-1 through C-148)				$1,310,885.00


Lake Murray
Richland County
Lexington County
Kershaw County
Richland County
Saluda River
Congaree River
Crane Creek
Gills Creek
Clean Water 2020
We Are Columbia
City Hall
Metro WWTP
Broad River
Crane Creek
Gills Creek
Mill Creek
Rocky Branch
Saluda River
Smith Branch
West Columbia
N
1 inch = 3 miles
0 10,000 20,000
Feet
SS6786 Manhole Rehab
City of Columbia
SS Service Area
Prepared For: Clean Water 2020

We Are Columbia

MEETING DATE:	**November 15, 2016**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve an Annual Contract for the Rehabilitation of Sanitary Sewer Manholes, as requested by the Utilities and Engineering Department. Award to Prism Contractors & Engineers, Inc., a Small Business Enterprise in the amount of $847,945.00. This firm is located in Williamsburg, VA.**
FINANCIAL IMPACT:	**Funding Source: Sanitary Sewer Improvement Fund, 5529999-658650-SS6786. This is a Clean Water 2020 Program Project.The original budgeted amount is $998,275.00.**
	Sub-consultant services will be $724,230.75 (85%) of the total contract value.
	$673,360.00 (79%) - Reconology of Greenville, SC will provide various materials.
	$21,195.65 (2.5%) - Madewell Products Corp. of Alpharetta, GA will provide cementitious materials.
	$21,195.65 (2.5%) - Sherwin-Williams of Newport News, VA will provide cementitous materials.
	$8,479.45 (1%) - Ferguson Waterworks of Williamsburg, VA will provide pipe fittings and frame and covers.
ORIGINAL BUDGET:	**$998,275.00**
BUSINESS PROGRAM:	**Small Business Enterprise**
CLEAN WATER 2020?:	**Yes**

STRATEGIC GOALS: **Invest in Infrastructure**

Four (4) bids were received for the construction service of the Annual Contract for Rehabilitation of Sanitary Sewer Manholes (BID#024-16-17-DS) as requested by Utilities and Engineering.

The projected construction time for completion is June 30, 2017. I respectfully request City Council's approval of these services from Prism Contractors & Engineers, Inc. at an amount not to exceed $847,945.00.

ATTACHMENTS:

- Attachment 1 Cover Sheet (PDF)
- Attachment 2 Bid Tabulation (PDF)
- Attachment 3 Project Engineer.Recommendation and Compliance Review Approval (PDF)
- Attachment 4 Business Subcontractor Information Record (PDF)
- Attachment 5 Site Map (PDF)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Moe Baddourah, Councilman - District III
SECONDER:	Sam Davis, Councilman - District I
AYES:	Benjamin, Davis, Devine, Baddourah, Duvall, McDowell

FY 18-19 Approved Capital Improvement Program

Water & Sewer CIP
Storm Water CIP

CITY OF COLUMBIA
FY 2018-2019
PROPOSED WATER WASTEWATER
CAPITAL IMPROVEMENT PROGRAM

FY 2018-2019 PROPOSED WATER CAPITAL IMPROVEMENT PROGRAM

Project Number	Project Name	Type of Improvement	FY18-19 Proposed
WM435401	Automated Meter Reading/Automated Metering Infrastructure AMI/AMR (Phase 2 and 3)	Meter System	$28,000,000
WM3355XX	Utility Conflicts (Annual)	Relocation for SCDOT	$2,000,000
WM439301	Leesburg Road Widening - relocated approximately 12,500 feet of water lines	Relocation for SCDOT	$2,600,000
WM442201	Chapin New Road Phase 1 / I-26 Widening - relocte existing watermains	Relocation for SCDOT	$500,000
WM3358XX	Pay Difference Agreements Various Subdivisions (Annual)	System Expansion	$400,000
WM4315	Bull Street Water System Improvements	System Expansion	$2,000,000
WM4323XX	Unforeseen Projects	System Expansion	$1,000,000
WM3001XX	Water Quality Projects City Wide (Services & 2-inch water line replacement) (Annual)	Water Quality	$2,000,000
WM3912	Shandon Area Waterline Replacement (Engineering Only)	Water Quality	$1,500,000
	TOTAL PROPOSED CAPITAL IMPROVEMENT PROGRAM		**$40,000,000**

FY 2018 - 2019 PROPOSED WASTEWATER CAPITAL IMPROVEMENT PROGRAM

Project Number	Project Name	Type of Improvement	FY18-19 Proposed
SS7261	Lake Katharine	Capacity	$150,000
SS733702	East Rocky Branch Improvements Phase II	Capacity	$15,750,000
SS7465	Lower Crane Creek Relief Sewer Phase 2 (project 44)	Capacity	$4,000,000
SS7466	Lower Rocky Branch Relief Sewer (project 15A)	Capacity	$1,430,000
SS746701	NCPS Upgrade (project 43A)	Capacity	$1,290,000
SS7470	Lower Crane Creek Relief Sewer phase 1 (project 38)	Capacity	$1,000,000
SS7471	North Richland Crane Creek Sewer Improvements (project 33)	Capacity	$150,000
SS7472	Upper Crane Creek Relief Sewer Phase 1 (Project 35)	Capacity	$600,000
SS7474	Upper North Branch Crane Creek Sewer Improvements (project 17A)	Capacity	$500,000
SS6000	Sewer Service for City Annexations	Other	$200,000
SS7236	CD Program Management	Other	$5,000,000
SS7274	Richard Street - Phase II	Other	$50,000
SS7286	CE Projects not yet Defined	Other	$3,000,000
SS7288	Unforeseen & Miscellaneous Projects	Other	$3,000,000
SS7301	Bull Street	Other	$2,000,000
SS7454	Lower Broad River FM Rehabilitation and Gravity Sewer Upgrades	Rehab	$2,000,000
SS725802	Hampton Forest/Greenlawn Capacity Improv. (construct alternate bid)	Rehab	$1,645,000
SS7323	Food Lion Pump Station Improvements	Rehab	$1,600,000
SS7384	Pumping Station Upgrades not yet Defined (minor Pump Stations)	Rehab	$1,000,000
SS7435	Wexford and Windsong Lift Stations Rehabilitation Project	Rehab	$320,000
SS7437	Miscellaneous Lift station Improvements & Backup Power Addition Project	Rehab	$300,000
SS7462	Investigation of Crockett Road, Atlas Road and Versch Lock Lift Stations	Rehab	$150,000
SS7468	Three Rivers Force Main Replacement / Relocation	Rehab	$75,000
SS6786	Annual Gravity Sewer MH Lining and Replacement	Rehab	$2,000,000
SS6966	Annual Rehab on lines less than 15"	Rehab	$7,500,000
SS7363	Smith Branch 03 SSES	Rehab	$9,040,000
SS7447	Garden Springs	Rehab	$1,575,000
SS7449	Olympia Sewer Service	Rehab	$2,050,000
SS7464	Crane Creek 02 and 04 SSES	Rehab	$1,400,000
SS7478	Rocky Branch 01 Phase 2 SSES	Rehab	$750,000
SS7479	Smith Branch 02 Phase 2 SSES	Rehab	$750,000
SS7432	Starlite Pump Station Improvements (removal of Pump Station)	Rehab	$200,000
SS6099	Sewer Utility Conflicts	Utility Relocation	$2,000,000
SS7409	Leesburg Road Widening	Relocation for SCDOT	$400,000
SS717101	Construct and Upgrade Metro Dike	WWTP	$1,700,000
SS7382	Compliance and Lift Station Maintenance Facility	WWTP	$300,000
SS7481	Influent / Effluent Meter Improvements	WWTP	$125,000
SS7484	Thickening & Dewatering Improv. (Biosolids Master Plan Improvements)	WWTP	$5,000,000
	TOTAL PROPOSED WASTEWATER CAPITAL IMPROVEMENT PROGRAM		**$80,000,000**

FY 2018 - 2019 TOTAL PROPOSED WATER & WASTEWATER CIP **$120,000,000**

CITY OF COLUMBIA
FY 2018 -2019
PROPOSED STORM WATER
CAPITAL IMPROVEMENT PROGRAM

FY 2018-2019 PROPOSED WATER CAPITAL IMPROVEMENT PROGRAM

Project #	Project Name	FY18-19 Proposed
SD8013	Eightmile Branch from Danfield to Chinaberry	350,000
SD8049	Smith Branch Drainage Area - Tier 1 (not included as separate projects)	1,000,000
SD8049	Rocky Branch Drainage Area - Tier 1 (not included as separate projects)	1,000,000
SD8159	Gregg Street & Gervais Street Phase 2	1,000,000
SD8395	Taylor/Washington 60" Improvement	350,000
SD8410	Bull Street Drainage Improvements	1,000,000
SD8435	Whaley at Railroad Crossing	900,000
SD8439	Whaley and Main Upgrade	1,350,000
SD8443	Sumter and Marion Street Bioretention Bumpouts	1,260,000
SD8449	Gills Creek Debris Removal	1,000,000
SDXXXX	SD Projects Not Defined	2,135,000
	TOTAL PROPOSED STORM WATER CAPITAL IMPROVEMENT PROGRAM	11,345,000

CITY OF COLUMBIA
PURCHASE ORDER STATUS INQUIRY

Report Date: 07/23/2018

27.d

PURCHASE ORDER INFORMATION

PO Number:
PR Number: R191672
Sec Code: ENGN

Vendor: V015100 PRISM CONTRACTORS AND ENGINEERS, INC
Addr Cd: P1

Requisition

Confirm:
Account:
Bid:
Contract: SS6786
Ship To: L0045
Bill To: L0051

Requested by: Celestine Daise
Approved by:
Printed by:
Sec Code: ENGN
End Use:

Req. Dt: 07/23/2018
Apr Dt:
Print Dt:
PO Type: P

Blanket Number:
Blanket Amount: 0.00
Blanket Remaining: 0.00
Buyer: B004
Req. Codes: AT EC

ITEMS

Item	Qty Ordered	Product Code	Unit	Unit Price		Key	Object	Tax1 / Tax2	Discount / Charges	Extended	Catalog / Ship To	F/A / Whse	Print / Chg
0001	1,500,000.00	96258	EA	1.00	GL	5529999	658650	0.00	0.00	1,500,000.00		N	
					JL	SS678619	658650	0.00	0.00				Y0

Annual Manhole Rehabilitation

	Amt Received	Qty Received	Receipt Date	Packing Slip	Receiver's ID	Carrier	Freight
Total Received:	0.00	0.00					

REQUISITION / PO NOTES

PR Notes: 7/23/18-Renewal of the SS6786 Annual Manhole Rehabilitation
PR Notes: contract for FY 2018-2019. Please see the attached Renewal
PR Notes: Notice for supporting documentation. CD

ENCUMBRANCES

Item #	Key	Object	Reference #	Post Date	EN Amount	PD Amount	Balance	Tp	Pay
0001	5529999	658650	R191672	07/23/2018	1,500,000.00		1,500,000.00	EN	
JL	SS678619	658650							
				Balance:	1,500,000.00		1,500,000.00		

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve Contract Amendment #6 for Project SS723619; Consent Decree Program Management Services for Fiscal Year 2018/2019, as requested by Columbia Water. Award to CDM Smith in the amount of $5,000,000.00. This firm is located in Columbia, SC.**

PURPOSE: **This is a Clean Water 2020 Program Project.**

The following sub-consultants will provide additional services:

Civil Engineering Consulting Services, Inc. of Columbia, SC will provide project management and construction inspection services at (3.5%) $173,000 of the contract value.

DESA, Inc. a Minority Business Enterprise (Woman) will provide document control support, project support, and public outreach services at (6.7%) $334,000 of the contract value.

Carper Consulting of Columbia, SC will provide project management and construction inspection services at (2.8%) $138,000 of the contract value.

Comprehensive Business Consultants a Minority Business Enterprise and a Small Business Enterprise of Columbia, SC will provide project management and project management support services at (4.5%) $225,000 of the contract value.

Atlantic South Consulting Services, LLC a Minority Business Enterprise of Charleston, SC will provide CMMS implementation support and IMS support at (.4%) $21,000 of the contract value.

ELL Enterprises. LLC of Chapin, SC will provide CMMS implementation maintenance and asset management processes services at (3.7%) $186,000 of the contract value.

Bross Group, LLC of Lakewood, CO will provide share

point/document controls support services at (2.3%) $113,000 of the contract value.

The LPA Group (Unit of Michael Baker Corporation) of Columbia, SC will provide standards development consultant management services at (1.2%) $60,000 of the contract value.

REQUISITION NO.: **R191829**

FINANCIAL IMPACT: **Funding Source: SS723601-5529999-658650. The original budgeted amount is $5,000,000.00.**

ORIGINAL BUDGET: **$5,000,000.00**

CLEAN WATER 2020?: **Yes**

STRATEGIC GOALS: **Foster a healthy quality of life, Provide high quality municipal services**

The initial term of the Agreement was for one year, with an option to extend annually via Contract Amendment for up to ten (10) years. The extension period of year seven (7) services will be from July 1, 2018 to June 30, 2019. CDM Smith is to render Consent Decree (CD) Compliance Program and Infrastructure Improvements program management services (Clean Water 2020) in conjunction with the City's wastewater treatment and collection system.

Services to be performed will impact all City Council Districts. The Office of the City Attorney has reviewed the Amendment. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** Consent Decree Program Management Service Amendment #6 #18001655(PDF)
- #b: SS723619_CD_Program_Mngt Location Map (PDF)

SS 723619 – CONSENT DECREE PROGRAM MANAGEMENT SERVICES FY 18-19

AMENDMENT # 6 - TO AGREEMENT SS 7236

BETWEEN OWNER AND ENGINEER

This Amendment No. 6 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and City of Columbia, South Carolina ("OWNER") dated August 21st, 2012, ("the Agreement") is made as of the date last written below.

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Consent Decree Compliance Program and Infrastructure Improvements Program (Program Management Services), and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and payment for services rendered by ENGINEER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by parties.

NOW THERFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

   The Scope of Services agreed to in Year 1 of the contract, and as amended in Year 6, will be authorized and extended for Year 7 of the contract extension.

2. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

   Year 7 Services are intended to fund efforts from July 1, 2018 to June 30, 2019. However, in the event funding is sufficient to extend beyond this period, the Term of the Agreement shall be extended up to December 31, 2019.

3. The payment for services rendered by ENGINEER shall be as set forth below:

   The total compensation for Year 7 services shall not exceed Five Million, and No/100 Dollars ($5,000,000) (non-inclusive of previous fees) without written authorization.
   ENGINEER will submit monthly invoices for services rendered in accordance with this Contract for the work performed under this Amendment #6 for Year 7 services based on the billing rates listed below and the terms contained in the original contract authorization.

   - Rates
     - Officer - $230
     - Principal / Associate - $210
     - Senior Professional - $185
     - Professional III - $165
     - Professional II - $148
     - Professional I - $125
     - Designer / Junior Professional- $100
     - Senior Support Services - $135
     - Senior Resident Project Representative - $135
     - Resident Project Representative - $95
     - GIS Specialist - $100

- Project Administration - $90
- Intern - $50

4. Except as herein modified, all terms and conditions of the Agreement shall remain in force and effect.

- A Subconsultant Information Form for Year 7 is attached as Exhibit A to this amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 6 as of the date of the last signature hereto.

ENGINEER, CDM Smith Inc. Witness

Name & Title David Collins, Vice President

DATE: 8/1/18

OWNER, City of Columbia, South Carolina Witness

Name & Title

DATE:

APPROVED AS TO FORM

Legal Department City of Columbia, SC

SUBCONSULTANT FIRM INFORMATION RECORDS – Exhibit A

City of Columbia **CIP # SS723619 – Year 7 (Amendment #6)**

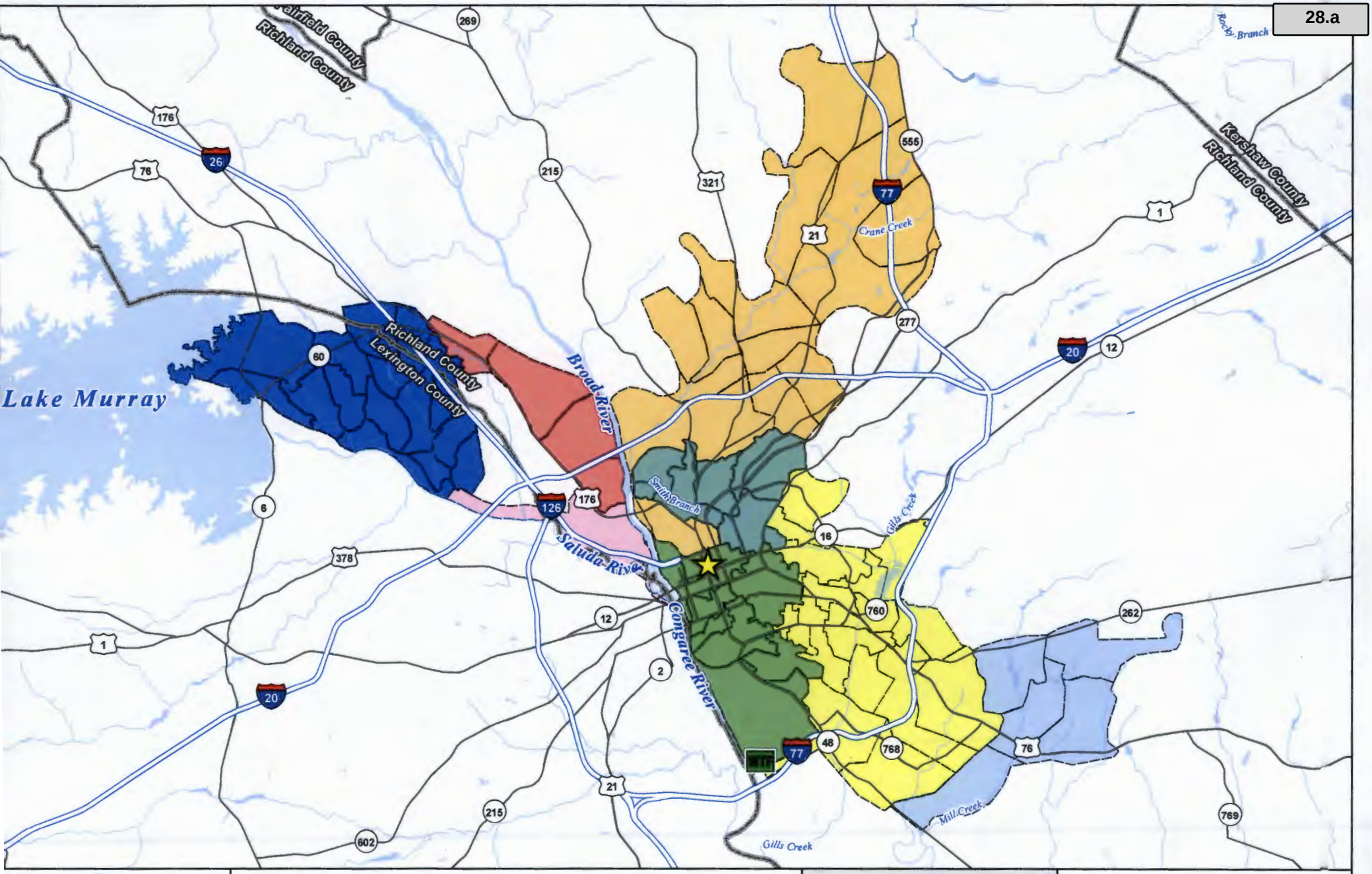
Consent Decree Compliance and Infrastructure Improvements Program – Program Management

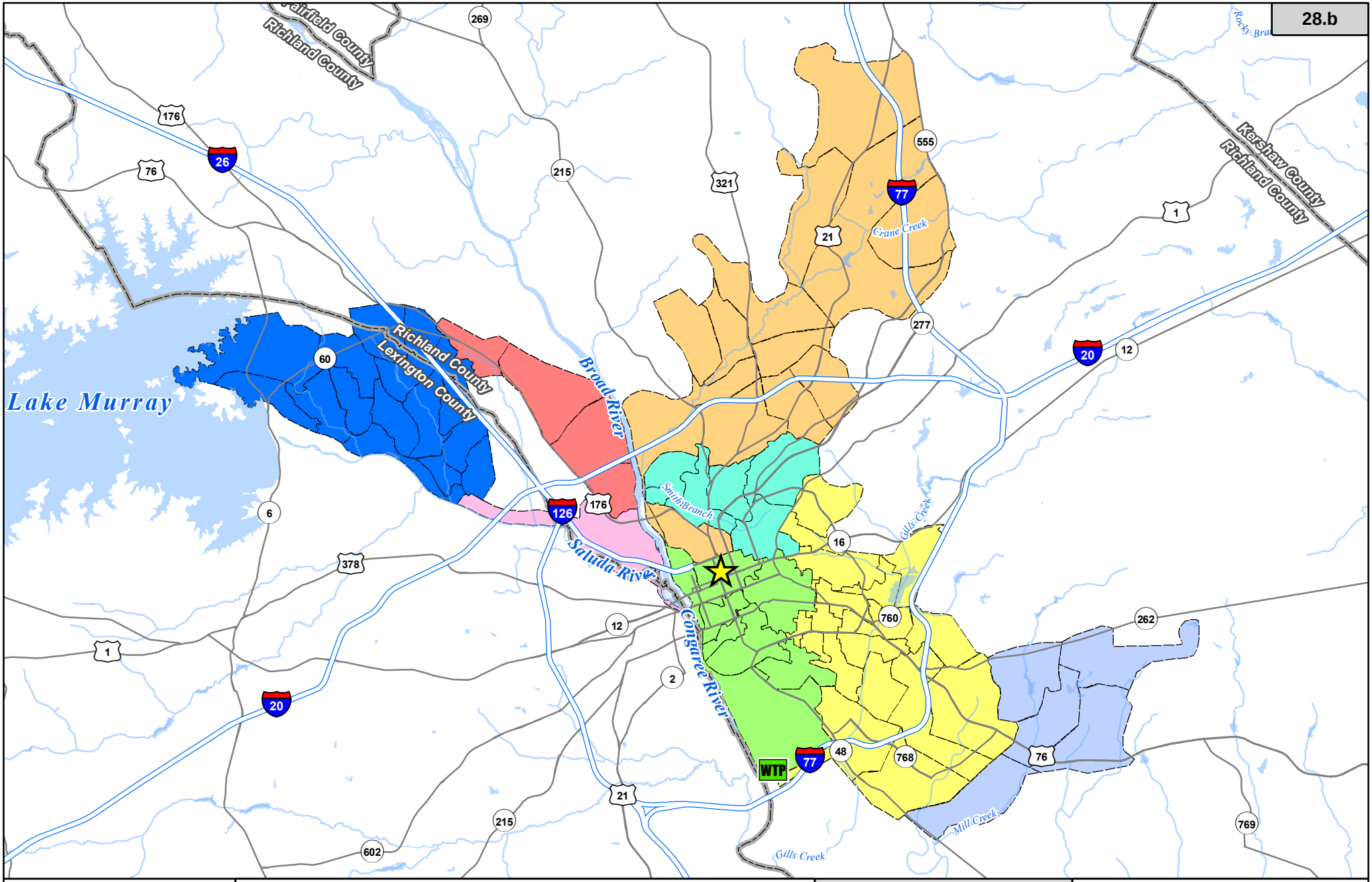
The Engineer shall list all firms, including minority and female owned firms, providing sub consulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, 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
Civil Engineering Consulting Services, Inc. 2000 Park Street, Suite 201 Columbia, SC 29201	Theresa Hodge, P.E. (803) 779-0311 (ext 224)	FBE (Protégé Participant)	Project Management, Construction Inspection	$173,000*
DESA Inc. 400 Percival Road Columbia, SC 29206	Diane Sumpter (803) 743-1124	MBE, FBE, SBE (Protégé Participant)	Document Controls Support, Project Support, Public Outreach	$334,000*
Carper Consulting 1201 Main St, Suite 1845 Columbia, SC 29201	Lauren Carper, P.E. 843-566-23117	FBE (Protégé Participant)	Project Management, Construction Inspection	$138,000*
Comprehensive Business Consultants 1728 Main Street Columbia, SC 29201	Gloria Cyprian-Tanner (803) 733-1607	MBE, FBE, SBE (Protégé Participant)	Project Management, Project Management Support	$225,000*
Atlantic South Consulting Services, LLC 3030 Ashley Town Center Dr. Suite 101-A Charleston, SC 29414	Adrian Williams (843) 266-3998	MBE (Protégé Participant)	CMMS Implementation Support, IMS Support	$21,000*
ELL Enterprises 607 Village Market Drive Chapin, SC 29036	Elisa Limbaugh (803) 622-8117	FBE	CMMS Implementation, Maintenance and asset management processes	$186,000*
Bross Group, LLC 200 Union Blvd, Suite 200 Lakewood, CO 80228	Steve Connor (303) 945-2700	FBE	SharePoint/Document Controls Support	$113,000*
Grice Consulting Group, LLC 1201 Main Street, Suite 1980 Columbia, SC 29201	John Funny (404) 577-6300	MBE (Protégé Participant)	Document Controls Support, Project Management Support	$0*

F & ME Consultants 3112 Devine Street Columbia, SC 29250	Shawn Epps (803) 254-4540	Non M/F/SBE	Geotechnical Investigations, Construction Phase Material Testing, Construction Inspection	$0*
The LPA Group, (Unit of Michael Baker Corporation) 700 Huger Street Columbia, SC 29021	Mike Leath (803) 254-2211	Non M/F/SBE	Standards Development Consultant Management	$60,000*
PAN Inc. 1607 Augusta Road West Columbia, SC 29169	David Link (803) 708-4721	Non M/F/SBE	Real Estate and Easement Acquisition	$0*

* The needs for the Program Management Scope of Services will vary significantly over the duration of the contract (up to 10 years), and during the course of any specific year based on the City's actual needs and support requests. It is not possible to accurately predict the specific needs of the City and therefore the effort required from each subconsultant. We have included our anticipated amounts that are projections, but the final amounts will likely change from the projected. This form will be submitted with each invoice detailing the amount paid to each sub consultant, as well as update any other subconsultants that may be added to the Program Management team in future years.


Lake Murray
Richland County
Lexington County
Fairfield County
Kershaw County
Broad River
Saluda River
Congaree River
Crane Creek
Smith Branch
Gills Creek
Mill Creek
Rocky Branch
West Columbia
City Hall
Metro WWTP
WTP
1 inch = 3 miles
0 0.5 1 2 3
Miles
N
SS7236-19
CD Program
Management
Clean Water 2020
We Are Columbia
Prepared For:



Clean Water 2020
Columbia's Clear Vision For Clean Water

We Are Columbia

City Hall

WTP Metro WWTP

Broad River
Crane Creek
Gills Creek
Mill Creek
Rocky Branch
Saluda River
Smith Branch
West Columbia

N

1 inch = 3 miles

0 0.5 1 2 3 Miles

SS7236-19
CD Program Management

Prepared For:

JBB: JUNE 23, 2015
CW2020_Master\Production_Maps\ProjectLocation_Maps\SS7236FY

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve Contract Extensions for Water and Wastewater Chemicals, as requested by Columbia Water. Award to the lowest bidders of each lot in an amount not to exceed $5,795,984.00.**

PURPOSE:

REQUISITION NO.: **R191410, R191414, R191425, R191417, R191418, R191108, R191106, R191422, R191423, R191433, R191428, R191461, R191465, R191429, R191097, R191466, R191467, R191110, R191462, R191435**

FINANCIAL IMPACT: **Funding Sources: Utilities Lake Murray WTP- Chemicals: 5516207-624800, Utilities Columbia Canal WTP-Chemicals: 5516206-624800, Utilities Metro Wastewater Plant - Chemicals: 5516208-624800. The original budgeted amount is $5,795,984.00.**

ORIGINAL BUDGET: **$5,795,984.00**

STRATEGIC GOALS: **Provide high quality municipal services**

Council is asked to approve a 12-month (July 1, 2018 - June 30, 2019) contract extension for the purchase of chemicals from BID 047-14-15, BID 024-15-16, BID 004-17-18, and BID 013-15-16.
Council is also asked to approve a 3-month (July 1, 2018- September 30, 2018) contract extension for the purchase of one chemical from BID 004-17-08.

These chemicals are for the Metro Wastewater Treatment Plant, the Lake Murray and Columbia Canal Water Plants.

ATTACHMENTS:

- **#a:** Signed Chemical Extension Letters (PDF)

Renewal Notice

City of Columbia, SC

TO: PVS Chemical Solutions
Attn: Eileen McDonnell and Sherry Jones
10900 Harper Avenue
Detroit, MI 48213
313-921-1200, ext 4126 and 5254

Bid# 004-17-18 – Chemicals for Water and Wastewater Treatment Plants
Sodium Bisulfite $0.1800/Pound

The above chemical purchases were awarded to you based on pricing collected September 29, 2017. Your company has performed in accordance with the requirements of our agreement and has continuously met our supply needs.

Therefore, the City of Columbia would like to extend the current contract at the price request increase amount for another 3 month period. This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

Acceptance of this Renewal, by execution of this document, is required prior to Tuesday, July 10, 2018. The renewal period shall be governed by the specifications, pricing, and terms and conditions set forth in the original request.

Dated this 10th day of July, 2018

City of Columbia, SC

By: Sandra A. Wright

Sandra A. Wright
Purchasing Agent

Jeff Palmer for T. Wilson
~~Acting City Manager~~
8/7/2018

PVS Chemical Solutions
Request for Renewal (Chemicals)
June 25, 2018
Page Two

ACCEPTANCE OF NOTICE
Receipt of this Notice of Award is hereby

Acknowledged by PVS Chemical Solutions, Inc.

This the 9th day of July, 2018

By: Karen Handloser

Printed Name: Karen Handloser

Title: Controller

Comments:

Renewal Notice

City of Columbia, SC

TO: **Tanner Industries, Inc.**
Attn: Matt Tanner
735 Davisville Road
Southampton, PA 18966
215-332-1238

Bid# 004-17-18 – Chemicals for Water and Wastewater Treatment Plants
Anhydrous Ammonia **$1,319.00/Ton**

The above chemical purchases were awarded to you based on pricing collected September 29, 2017. Your company has performed in accordance with the requirements of our agreement and has continuously met our supply needs.

Therefore, the City of Columbia would like to extent the current contract at the current unit pricing for another 12 month period. This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

Acceptance of this Renewal, by execution of this document, is required prior to Thursday, June 28, 2018. The renewal period shall be governed by the specifications, pricing, and terms and conditions set forth in the original request.

Dated this 10th day of July, 2018

City of Columbia, SC

By: Sandra J. Wright

Sandra Wright
Purchasing Agent

Jeff Rumpf for Y. Wilson
8/7/2018

ACCEPTANCE OF NOTICE

Receipt of this Notice of Award is hereby

Acknowledged by Tanner Industries, Inc.

This the 28th day of June, 2018

By: _____

Printed Name: Matt Tanner

Title: Sales Administrator

Comments: _____

_____

_____

_____

Renewal Notice

City of Columbia, SC

TO: Polytec, Inc.
Attn: Jack Harmon
PO Box 659
Mooresville, NC 28110
704-660-5195

Bid# 004-17-18 – Chemicals for Water and Wastewater Treatment Plants
Liquid Lime-Calcium Hydroxide $300.00/Ton

The above chemical purchases were awarded to you based on pricing collected September 29, 2017. Your company has performed in accordance with the requirements of our agreement and has continuously met our supply needs.

Therefore, the City of Columbia would like to extend the current contract at the current unit pricing for another 12 month period. This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

Acceptance of this Renewal, by execution of this document, is required prior to Thursday, June 28, 2018. The renewal period shall be governed by the specifications, pricing, and terms and conditions set forth in the original request.

Dated this 10th day of July, 2018

City of Columbia, SC

By: Sandra A. Wright

Sandra A. Wright
Purchasing Agent

Jeff Palen for Y. Wilson
5/7/2018

ACCEPTANCE OF NOTICE

Receipt of this Notice of Award is hereby

Acknowledged by Polytec, Inc.

This the 26th day of June, 2018

By: Jack Harmon

Printed Name: Jack Harmon

Title: President

Comments: Polytec will Agree to extend our contract with City of Columbia for another 12 month period.

Renewal Notice

City of Columbia, SC

TO: **International Dioxcide**
Attn: Thomas Dwyer
40 Whitecap Drive
North Kingstown, RI 02852
401-295-3623

Bid# 004-17-18 – Chemicals for Water and Wastewater Treatment Plants
Liquid Sodium Chlorite **$1,075.00/Ton**

The above chemical purchases were awarded to you based on pricing collected September 29, 2017. Your company has performed in accordance with the requirements of our agreement and has continuously met our supply needs.

Therefore, the City of Columbia would like to extent the current contract at the current unit pricing for another 12 month period. This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

Acceptance of this Renewal, by execution of this document, is required prior to Thursday, June 28, 2018. The renewal period shall be governed by the specifications, pricing, and terms and conditions set forth in the original request.

Dated this 10th day of July, 2018

City of Columbia, SC

By: Sandra A. Wright

Sandra A. Wright
Purchasing Agent

Jeff Rempfer for Y. Wilson
8/7/2018

International Dioxcide
Request for Renewal (Chemicals)
June 25, 2018
Page Two

ACCEPTANCE OF NOTICE
Receipt of this Notice of Award is hereby

Acknowledged by Thomas M Dwyer - International Dioxcide, Inc.

This the 28 **day of** June, **2018**

By: Thomas M Dwyer

Printed Name: Thomas M Dwyer

Title: ClO2 Business Dir.

Comments:

Renewal Notice

City of Columbia, SC

TO: **Chemtrade Chemicals US, LLC**
Attn: Parul Kachhia-Patel
155 Gordon Baker Road, Suite 300
Toronto, ON M2H 3N5
800-441-2659

Bid# 004-17-18 – Chemicals for Water and Wastewater Treatment Plants
Aluminum Sulfate $236.00/Ton

The above chemical purchases were awarded to you based on pricing collected September 29, 2017. Your company has performed in accordance with the requirements of our agreement and has continuously met our supply needs.

Therefore, the City of Columbia would like to extend the current contract at the price request increase amount for another 12 month period. This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

Acceptance of this Renewal, by execution of this document, is required prior to **Tuesday, July 10, 2018.** The renewal period shall be governed by the specifications, pricing, and terms and conditions set forth in the original request.

Dated this 10th day of July, 2018

City of Columbia, SC

By: Sandra A. Wright

Sandra A. Wright
Purchasing Agent

for Y. Wilson
8/7/2018

ACCEPTANCE OF NOTICE
Receipt of this Notice of Award is hereby

Acknowledged by ELIZABETH RYNO

This the 5TH day of JULY, 2018

By: Elizabeth Ryno

Printed Name: ELIZABETH RYNO

Title: MARKETING SPECIALIST

Comments:

Renewal Notice

City of Columbia, SC

TO: JCI Jones
Attn: Summer Mello
1765 Ringling Boulevard
Sarasota, FL 34236
941-330-1537

Bid# 004-17-18 – Chemicals for Water and Wastewater Treatment Plants

Chlorine	$460.80/Ton
Sodium Hydroxide-Caustic Soda	$685.00/Ton Dry
Sodium Hypochlorite 12% Trade Weight	$0.6700/Gallon
Sodium Hypochlorite 15% Trade Weight	$0.7500/Gallon

The above chemical purchases were awarded to you based on pricing collected September 29, 2017. Your company has performed in accordance with the requirements of our agreement and has continuously met our supply needs.

Therefore, the City of Columbia would like to extend the current contract at the price request increase amount for another 12 month period. This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

Acceptance of this Renewal, by execution of this document, is required prior to Tuesday, July 10, 2018. The renewal period shall be governed by the specifications, pricing, and terms and conditions set forth in the original request.

Dated this 10th day of July, 2018

City of Columbia, SC

By: Sandra A. Wright

Sandra A. Wright
Purchasing Agent

Jeff Palen for Y. Wilson
8/7/2018

ACCEPTANCE OF NOTICE

Receipt of this Notice of Award is hereby

Acknowledged by JCI Jones Chemicals, Inc.

This the 5 day of July, 2018

By: Summer Mello

Printed Name: Summer Mello

Title: Nat'l Sales Coord.

Comments: _____

_____

_____

_____

Renewal Notice

City of Columbia, SC

TO: **Univar USA Inc.**
Attn: Linda Campbell
200 Dean Sievers Place
Morrisville, PA 19067
215-337-6269

Bid# 004-17-18 – Chemicals for Water and Wastewater Treatment Plants
Fluoride-Fluor Silicic Acid, Liquid **$250.00/Ton**

The above chemical purchases were awarded to you based on pricing collected September 29, 2017. Your company has performed in accordance with the requirements of our agreement and has continuously met our supply needs.

Therefore, the City of Columbia would like to extend the current contract at the **price request increase amount** for another 12 month period. This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

Acceptance of this Renewal, by execution of this document, is required prior to **Tuesday, July 10, 2018**. The renewal period shall be governed by the specifications, pricing, and terms and conditions set forth in the original request.

Dated this 10th day of July, 2018

City of Columbia, SC

By: Sandra A. Wright

Sandra A. Wright
Purchasing Agent

Jeff Palmer for T. Wilson
8/7/2018

ACCEPTANCE OF NOTICE
Receipt of this Notice of Award is hereby

Acknowledged by Univar USA Inc.

This the 9th day of July, 2018

By: Linda Campbell

Printed Name: Linda Campbell

Title: Municipal Specialist

Comments:

We Are Columbia

June 28, 2018

Water Solutions
280 Callegari Drive
West Haven, CT 06516

Re: Contract Extension, BID 024-15-16

To Ms. Tomsheck,

The current awarded period on the above referenced contract will expire on 6/30/2018. At this time, the City would like to extend this contract until 6/30/2019 at the price of $0.62 per pound of Sodium Chlorate (Purate).

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for 12 additional months with all terms and conditions to remain the same during this extension.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, 6/29/18. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I am looking forward to your response.

Benjamin Thomas Radin,

Benjamin Thomas Radin

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408

I agree to extend the current contract (BID024-15-16) for twelve (12) additional months from July 1, 2018 to June 30, 2019. All other terms and conditions as outlined in BID024-15-16 are applicable, fully enforceable and will remain unchanged.

__V__ Yes _____ No

Signature/ Date

Dennis Tomsheck
Printed Name of Signer/ Title
President/Managing Member

Comments: _____

_____

_____

Sandra A. Wright
Purchasing Agent Signature

7/11/18
Date

Teresa B. Wilson
City Manager Signature

8/7/2018
Date

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408

We Are Columbia

June 28, 2018

Southern States Chemical Inc.
PO Box 546
Savannah, GA, 31402

Re: Contract Extension, BID 024-15-16

To Ms. Todd,

The current awarded period on the above referenced contract will expire on 6/30/2018. At this time, the City would like to extend this contract until 6/30/2019 at the price of $0.105 per lb. of Sulfuric Acid.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for 12 additional months with all terms and conditions to remain the same during this extension.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, 6/29/18. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I am looking forward to your response.

Benjamin Thomas Radin,

Benjamin Thomas Radin

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408

I agree to extend the current contract (BID024-15-16) for twelve (12) additional months from July 1, 2018 to June 30, 2019. All other terms and conditions as outlined in BID024-15-16 are applicable, fully enforceable and will remain unchanged.

X Yes _____ No

Justin D. Smith / 6/29/2018 Justin D. Smith / Southeast Sales
Signature/ Date Printed Name of Signer/ Title

Comments: _____

_____

_____

Sandra A. Wright, 7/11/18
Sandra A. Wright Date
Purchasing Agent Signature

Jeff Paleen for T. Wilson, 8/7/2018
Teresa B. Wilson Date
City Manager Signature

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408

We Are Columbia

June 28, 2018

Cabot Norit Americas Inc.
3200 University Avenue
Marshall, TX, 75670

Re: Contract Extension, BID 047-14-15

To Ms. Lewis,

The current awarded period on the above referenced contract will expire on 6/30/2018. At this time, the City would like to extend this contract until 6/30/2019 at the price of $1,240.00 per ton of Carbon.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for 12 additional months with all terms and conditions to remain the same during this extension.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, 6/29/18. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I am looking forward to your response.

Benjamin Thomas Radin,

Benjamin Thomas Radin

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408

I agree to extend the current contract (BID047-14-15) for twelve (12) additional months from July 1, 2018 to June 30, 2019. All other terms and conditions as outlined in BID047-14-15 are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No

7.17.18 — Amber Lewis - Inside Sales

Signature/ Date — Printed Name of Signer/ Title

Comments: _____

_____

_____

_____ / 7/17/18

Sandra A. Wright — Date

Purchasing Agent Signature

_____ / 8/7/2018

Teresa B. Wilson — Date

City Manager Signature

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408

We Are Columbia

June 28, 2018

Mr. James M. Elsey
Premier Magnesia, LLC
300 Barr Harbor Drive, Suite 250
W. Conshohocken, PA 19428

Re: Contract Extension, BID013-15-16 Magnesium Hydroxide for the Wastewater Treatment Plant

Dear Mr. Elsey,

The current awarded period of performance on above referenced contract will expire on June 30, 2018. This letter is to extend the BID013-15-16 Magnesium Hydroxide for the Wastewater Treatment Plant from June 30, 2018 to June 30, 2019. This inquiry is a request for your consideration to modify the original contract terms to extend the contract expiration date. Additional requests to extend the period of performance may be requested for approval by both parties.

This extension is subject to the approval of the City Manager, City Council for the City of Columbia, SC and/or their authorized designee.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested in extending the contract for the period of performance stated above at the previously negotiated rate, and agree to additional extensions in the future, if requested. All other terms and conditions will remain the same during the contract term.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office.

Thank you for your consideration.

Procurement and Contracts Department
1800 Main Street, 2nd Floor Columbia, SC 29201
Phone: 803-545-4071
Email: nmjohnson@columbiasc.net
www.columbiasc.net

We Are Columbia

We, Premier Magnesia, LLC, agree to extend the current contract, through June 30, 2019 ~~at the previously negotiated rate.~~ Premier Magnesia, LLC, agrees to consider additional extensions of the contract term, if requested. All other terms and conditions as outlined in the BID013-15-16 Magnesium Hydroxide for the Wastewater Treatment Plant are applicable, fully enforceable and will remain unchanged.

This Agreement shall expire, unless terminated earlier as provided for herein, on June 30, 2019 or at such time the total compensation provided for herein is reached, whichever is later.

__x__ Yes _____No

Comments :

- We have held the price of $2.20/gallon since 2015. New price is $2.49/gallon June 30, 2018 through and ending June 30, 2019
- Manufacturing costs are up (see attached PPI Index)
- Freight costs are up (see attached PPI Index)

6-25-18 — T. Peter Ahl / VP/GM

Signature/Date — Printed Name of Signer

Purchasing Agent's Signature/Date

Jeff Rem for Y. Wilson 8/7/2018

PremierMagnesia.2018.Contract Extension.Magnesium.docx

We Are Columbia

June 28, 2018

Polydyne, Inc.
1 Chemical Plant Road
Riccboro, GA 31323

Re: Contract Extension, BID 047-14-15

To Mr. Stanley,

The current awarded period on the above referenced contract will expire on 6/30/2018. At this time, the City would like to extend this contract until 6/30/2019 at the price of $2,100.00 per ton of Polymer.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for 12 additional months with all terms and conditions to remain the same during this extension.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, 6/29/18. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I am looking forward to your response.

Benjamin Thomas Radin,

Benjamin Thomas Radin

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408

I agree to extend the current contract (BID047-14-15) for twelve (12) additional months from July 1, 2018 to June 30, 2019. All other terms and conditions as outlined in BID047-14-15 are applicable, fully enforceable and will remain unchanged.

__X__ Yes _____ No

Signature/ Date

Body Stanley, Vice-President
Printed Name of Signer/ Title

Comments: _____

Sandra A. Wright, 7/11/18
Sandra A. Wright — Date
Purchasing Agent Signature

Jeff Runyon for T. Wilson, 8/7/2018
Teresa B. Wilson — Date
City Manager Signature

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2018-039 - Granting an encroachment to Jason Chastain and Ximena Chastain for installation and maintenance of landscaping and irrigation within the right of way area of the 1700 block of Bannockburn Drive adjacent to 1707 Bannockburn Drive Richland County TMS #13911-08-10**

PURPOSE: **First reading approval was given on July 17, 2018.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** 2018-039 encroach 1707 Bannockburn (Chastain) (PDF)

HISTORY:

07/17/18	**Columbia City Council**	**APPROVED ON FIRST READING**

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-039

Granting an encroachment to Jason Chastain and Ximena Chastain for installation and maintenance of landscaping and irrigation within the right of way area of the 1700 block of Bannockburn Drive adjacent to 1707 Bannockburn Drive Richland County TMS13911-08-10

WHEREAS, Jason Chastain and Ximena Chastain (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1700 block of Bannockburn Drive adjacent to 1707 Bannockburn Drive for the installation and maintenance of landscaping and irrigation, as shown on the attached drawing; 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 _____, 2018, that the grantee is hereby granted the right to use the right of way area of the 1700 block of Bannockburn Drive adjacent to 1707 Bannockburn Drive for the installation and maintenance of landscaping and irrigation, as shown on the attached drawing; and.

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Landscaping to be maintained by property owner.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

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

Approved by:

City Manager

Approved as to form:

Assistant City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

CITY COUNCIL
ENCROACHMENT SUMMARY
2018-039

1700 BLOCK OF BANNOCKBURN DRIVE
ADJACENT TO 1707 BANNOCKBURN DRIVE
LANDSCAPING AND IRRIGATION

Subject Property:	Right-of-way adjacent to 1700 block of Bannockburn Drive adjacent to the 1707 Bannockburn Drive, TMS #13911-08-10
Council District:	4
Proposal:	The applicant is requesting an encroachment for installation and maintenance of landscaping and irrigation
Applicant:	Jason and Ximena Chastain
Staff Recommendation:	Approval

Detail:	The applicant is requesting an encroachment for installation and maintenance of landscaping and an irrigation system, as shown on the attached drawings. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. Irrigation must be designed to avoid spraying walkways, sidewalk and streets and/or creating hazardous conditions upon walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

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.

City of Columbia

1707 Bannockburn Drive

Wednesday, April 18, 2018

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.

REQUEST FOR A PERMANENT RESIDENTIAL OR CHURCH DIRECTIONAL SIGNS ENCROACHMENT ORDINANCE

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: 05.30.2016 Property Owner: JASON C CHASTAIN & XIMENA A CHASTAIN

Applicant's Name if different from Property Owner: _____

Contact Information: Telephone Number: 360.7132 Fax Number: _____

Mailing address: 1707 BANNOCKBURN DR E-mail address: alex@abacusplanninggroup.com

Encroachment Location (Address): 1707 BANNOCKBURN DR COLUMBIA, SC 29206

(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: R13911-09-10

==========

Encroachment type: ___Wall ___ Fence ___ Columns ___ Steps ___ Irrigation System ✓ Landscaping ___ Driveway ___ Pavers ___ Walkway/Side walk ___ Underground Utilities ___ other

If Other - specify: _____

Dimensions (height/width/length): WE WOULD LIKE TO CLEAN UP THE AREA & LANDSCAPE MAKE MORE ATTRACTIVE THAN THE SAND/DIRT/ROCKS

(i.e., 6'x42' wooden privacy fence; two 12"x4' concrete step; two 12"x12" x24" brick columns; 4'x15' brick paver walkway)

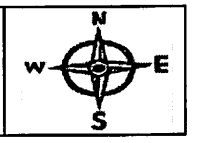
Construction material: _____

Please provide photographs and drawing or site plan ***drawn to scale*** - no larger than 8-1/2 x 11.

==========

_____ **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) _____



l work shall comply with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The material id 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 t e 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 Cit anager.

ne proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forwar em to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

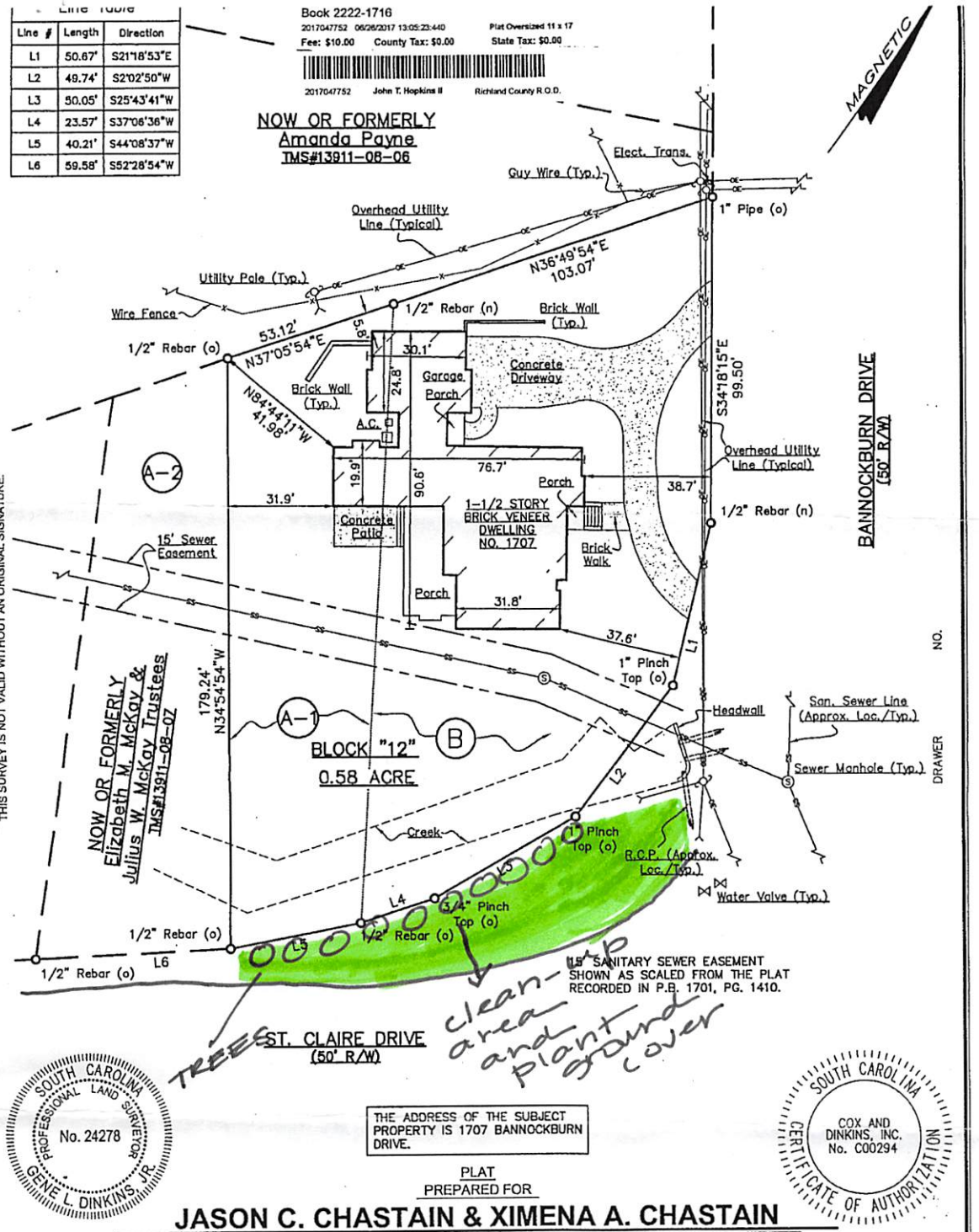
CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-343-8779	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jlthompson@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
Jenny 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	ddbrewer@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	cfdgkoon@columbiasc.net
John David Spade	Parking Services	803-545-3070	803-733-8523	spade@columbiasc.net

.R: 7/2014

Line Table

Line #	Length	Direction
L1	50.67'	S21°18'53"E
L2	49.74'	S2°02'50"W
L3	50.05'	S25°43'41"W
L4	23.57'	S37°06'36"W
L5	40.21'	S44°08'37"W
L6	59.58'	S52°28'54"W

Book 2222-1716
2017047752 06/26/2017 13:05:23:440 Plat Oversized 11 x 17
Fee: $10.00 County Tax: $0.00 State Tax: $0.00
2017047752 John T. Hopkins II Richland County R.O.D.



COPYRIGHT © 2017 COX and DINKINS, INC. ALL RIGHTS RESERVED.
THIS SURVEY IS NOT VALID WITHOUT AN ORIGINAL SIGNATURE.

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
No. 24278
GENE L. DINKINS, JR.

THE ADDRESS OF THE SUBJECT PROPERTY IS 1707 BANNOCKBURN DRIVE.

SOUTH CAROLINA
COX AND DINKINS, INC.
No. C00294
CERTIFICATE OF AUTHORIZATION

PLAT
PREPARED FOR

JASON C. CHASTAIN & XIMENA A. CHASTAIN

RICHLAND COUNTY, COLUMBIA, S.C.

REFERENCES:
SUBJECT PARCEL BEING THE SAME AS LOTS "B" AND "A-1" AS SHOWN ON BOUNDARY SURVEY PREPARED FOR JULIUS W. MCKAY, JR., & SALLY T. MCKAY, BY BOSTICK SURVEYING, DATED JULY 6, 2011, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN RECORD BOOK 1701, PAGE 1410. REFERENCE IS ALSO MADE TO PLAT PREPARED FOR JULIUS MCKAY, BY UDS, INC., DATED JUNE 21, 1988, AND RECORDED IN RECORD BOOK 266, PAGE 1323 AND TO RESUBDIVISION OF A PORTION OF KILBOURNE HEIGHTS, BY WINGFIELD & RUDISILL, DATED SEPTEMBER 15, 1947, AND RECORDED IN PLAT BOOK "N", PAGE 24.

EXEMPTION FROM REVIEW PROCESS
This plat is a SURVEY of an existing lot of record with no changes to existing lot lines.
X
(Professional Land Surveyor)
Printed Name: GENE L. DINKINS, JR.
License#: 24278

JUNE 16, 2017
1" = 30'

0' 15' 30' 60'

COX AND DINKINS
ENGINEERS – SURVEYORS

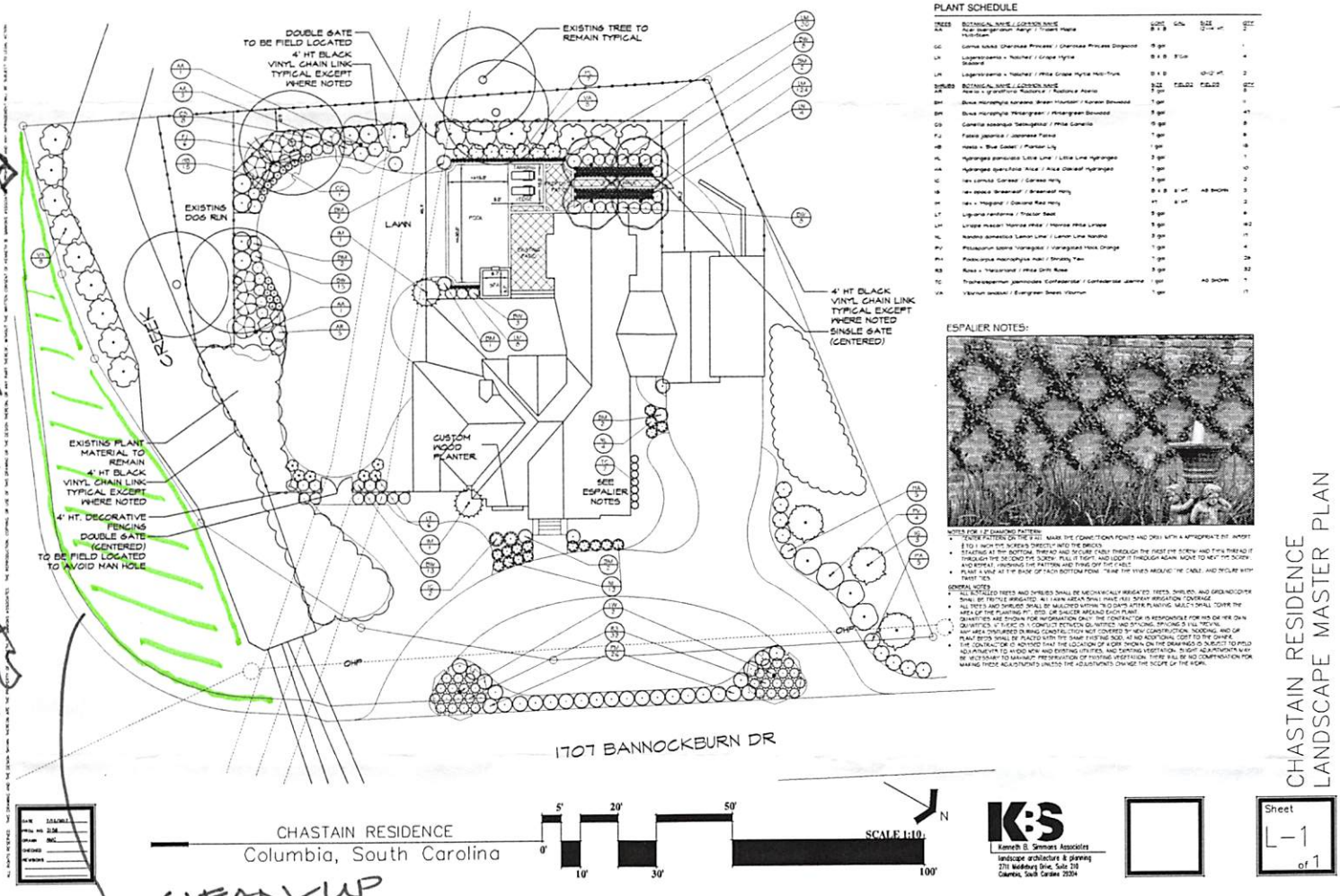
COX AND DINKINS, INC.
724 BELTLINE BLVD.
COLUMBIA, SOUTH CAROLINA 29205
803-254-0518 Fax: 803-765-0993
Email: cdinc@coxanddinkins.com

I hereby state that to the best of my professional knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein; also there are no visible encroachments or projections other than shown.

PROF. LAND SURVEYOR NO. 24278
GENE L. DINKINS, JR.

BOOK: 16D-48	CHK: 16	TMS: 13911-08-10	SF NO.: 144-2	PROJ.: 7F16D-48.dwg	BY: 20

ORDER NO. 38542



Build up soil to direct water away from house

CLEAN-UP AREA

PLANT GROUND COVER

RECEIVED

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-038 - Authorizing consumption of beer and wine only at the NPHC Greek Explosion in the 1600 block of Laurel Street on Saturday, September 29, 2018**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2018-038 NPHC Greek Explosion (Sept 29) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-038

Authorizing consumption of beer and wine only at the NPHC Greek Explosion in the 1600 block of Laurel Street on Saturday, September 29, 2018

WHEREAS, Divine Nine Foundation of Columbia (SC), Inc. ("Sponsor") is sponsoring the NPHC Greek Explosion in the 1600 block of Laurel Street between Pickens Street and Henderson Street adjacent to the Hampton Preston Mansion from 12:00 p.m. until 8:00 p.m. on Saturday, September 29, 2018; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1600 block of Laurel Street between Pickens Street and Henderson Street adjacent to the Hampton Preston Mansion from 11:00 a.m. until 9:00 p.m. for set up, clean up, and staging of the event to be held from 12:00 p.m. until 8:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 12:00 p.m. until 7:30 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 _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 12:00 p.m. and 7:30 p.m. on Saturday, September 29, 2018; 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 only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

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

BE IT FURTHER RESOLVED that 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 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 1600 block of Laurel Street between Pickens Street and Henderson Street adjacent to the Hampton Preston Mansion, 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 1600 block of Laurel Street between Pickens Street and Henderson Street adjacent to the Hampton Preston Mansion, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

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

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

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, September 29, 2018, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

Assistant City Manager Shealy

Approved by:

_____
City Manager

Approved as to form:

_____
Assistant City Attorney

Introduced:
Final Reading:

_____
Mayor

ATTEST:

_____
City Clerk

LEGAL DEPARTMENT DRAFT

Rec.

DATE OF REQUEST: 3 July 2018

REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#): Tonia Johnson Alston
chieftrj65@aol.com
(803) 586-9297

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser: NPHC Greek Expolsion

DATE(S) OF EVENTS: (monthly can be on one request): Sept. 29, 2018

RAIN CONTINGENCY DATE:
(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City,without a new request. The time of event operation shall remain the same.)

LOCATION OF EVENT
(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street): Hampton Preston Mansion
1615 Blanding St, Columbia, SC 29201

STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza): 1600 Block of Laurel Street, Between Pickens and Henderson Streets

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.
ALLOW TIME FOR SET UP/CLEAN UP: 1100AM-9:00PM

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)*: 12pm-8pm

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.)*: 12pm-7:30pm

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 events 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.).

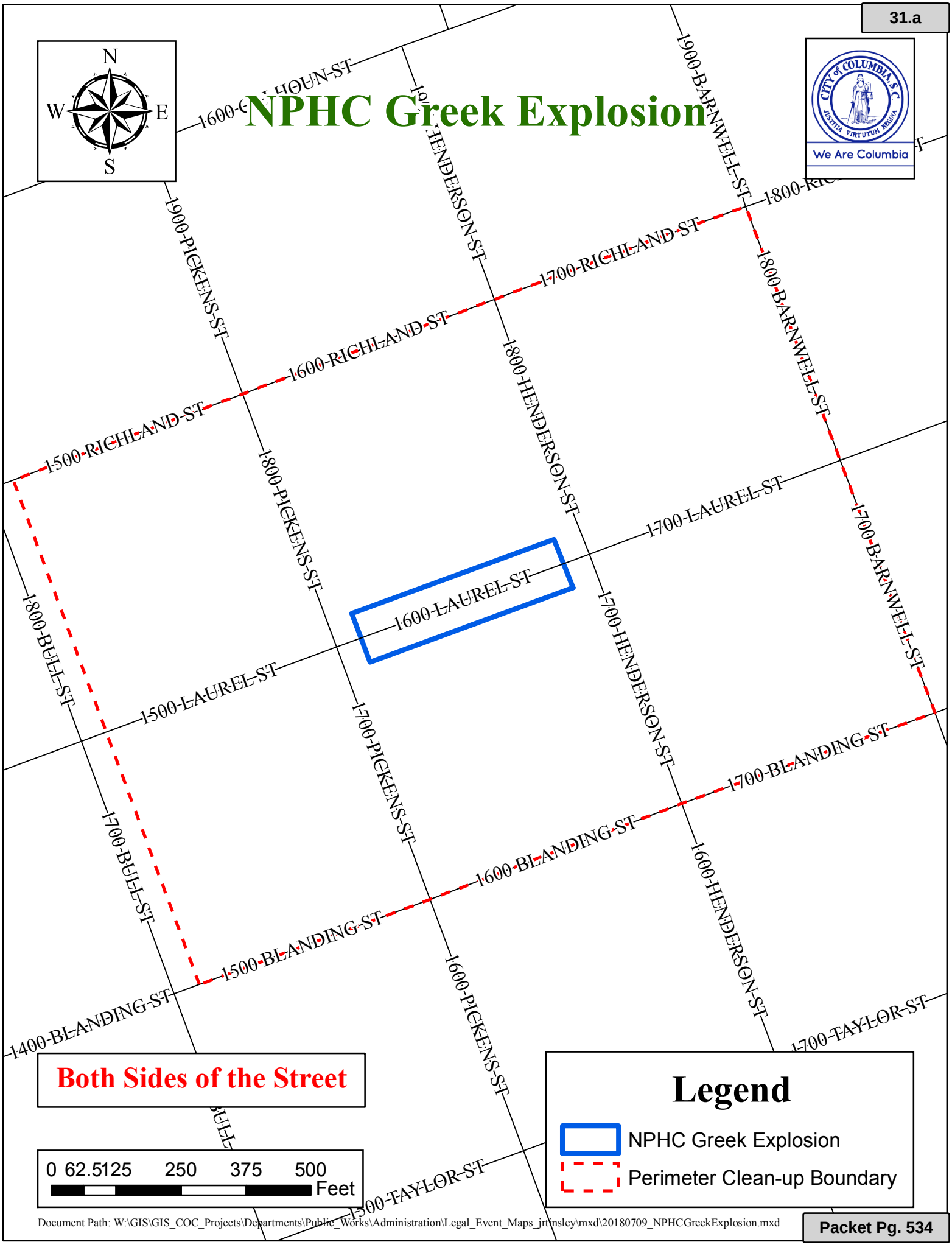
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests 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., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Parking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter bagging
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 3/2018

R2018-088 18000743

NPHC Greek Explosion



Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\Legal_Event_Maps_jrtinsley\mxd\20180709_NPHCGreekExplosion.mxd

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2018-041 - Authorizing the City Manager to execute a Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)**

PURPOSE: **First reading approval was given on July 17, 2018.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist**

ATTACHMENTS:

- **#a:** 2018-041 3905 Ensor BBT Lease Renewal Agreement (PDF)

HISTORY:

07/17/18	**Columbia City Council**	**APPROVED ON FIRST READING**

ORIGINAL
STAMPED IN RED

ORDINANCE NO.: 2017-089

Authorizing the City Manager to execute a Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)

BE IT ORDAINED by the Mayor and City Council this 21st day of November, 2017 that the City Manager is authorized to execute the attached Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for 3905 Ensor Avenue (Lutheran Survey Building).

Requested by:

Assistant City Manager Palen

Approved by:

City Manager

Mayor

Approved as to form:

City Attorney

ATTEST:

City Clerk

Introduced: 10/17/2017
Final Reading: 11/21/2017

Last revised: 10/2/2017
17090814

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-041

Authorizing the City Manager to execute a Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)

BE IT ORDAINED by the Mayor and City Council this __ day of _____, 2018, that the City Manager is authorized to execute the attached Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for 3905 Ensor Avenue (Lutheran Survey Building).

Requested by:

Assistant City Manager Palen

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 7/2/2018
18001324

LEASE RENEWAL AGREEMENT

LEASE RENEWAL is made and entered into by and between the CITY OF COLUMBIA (hereinafter "Lessor") and BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated November 29, 2004 with yearly annual extensions, the latest being dated as of November 29, 2017, (collectively the "Lease") for certain demised premises known as 3905 Ensor Avenue (Lutheran Survey Building), in the City of Columbia, County of Richland, State of South Carolina, as more particularly described in the lease: and

WHEREAS, the Lease term will expire on November 28, 2018; and

WHEREAS, Lessee and Lessor desire to renew the Lease commencing on November 29, 2018 for a period of three (3) years, with an option for two (2) additional renewal periods of one (1) year each to be by written mutual agreement within thirty (30) days prior to the expiration of the current term; and,

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows.

1. Rent for the period of November 29, 2018 through November 28, 2021 with additional two (2) additional renewal periods of one (1) year shall be Four Hundred and Fifty and No/100 ($450.00) Dollars per month.

2. The aforesaid Lease, a copy of which is attached hereto and incorporated herein by reference thereto, is hereby renewed for a term commencing on November 29, 2018 and terminating at 11:59 p.m. on November 28, 2021.

3. This Lease Renewal shall not extend beyond November 28, 2021 without prior written approval of City Council.

4. The parties agree to renew the Lease on the same terms and conditions as forth set in the Lease Renewal Agreement dated October 26, 2016.

5. With the exception of the term of the Lease as modified herein, the parties shall be bound by all other terms and conditions of the aforesaid Lease as if fully set out herein and except as modified hereby such terms shall be in full force and effect.

IN WITNESS, WHEREOF, the parties have executed this Lease Renewal Agreement as of the date of the last signature hereinbelow.

WITNESSES:

_____

_____

TENANT: BRANCH BANKING AND TRUST COMPANY

BY: _____
NAME: _____
TITLE: _____
DATE: _____

_____

_____

LANDLORD: CITY OF COLUMBIA

BY: _____
Teresa B. Wilson
TITLE: City Manager
DATE: _____

APPROVED AS TO FORM
Legal Department City of Columbia, SC

LEASE RENEWAL AGREEMENT

LEASE RENEWAL is made and entered into by and between the CITY OF COLUMBIA (hereinafter "Lessor") and BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a certain Lease Renewal dated as of the 26th day of October 2016, (collectively the "Lease") for certain demised premises known as 3905 Ensor Avenue (Lutheran Survey Building), in the City of Columbia, County of Richland, State of South Carolina, as more particularly described in the lease: and

WHEREAS, Lessee has elected to extend the Term of the Lease for a period of one (1) year commencing on November 29, 2017 and expiring on November 28, 2018.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows.

1. Rent for the period of November 29, 2017 through November 28, 2018 shall be Four Hundred and Fifty and No/100 ($450.00) Dollars per month.

2. The aforesaid Lease, a copy of which is attached hereto and incorporated herein by reference thereto, is hereby renewed for a term commencing on November 29, 2017 and terminating at 11:59 p.m. on November 28, 2018.

3. This Lease Renewal must not extend beyond November 28, 2018.

4. The parties agree to renew the Lease on the same terms and conditions as forth set in the Lease Renewal Agreement dated October 26, 2016.

5. With the exception of the term of the Lease as modified herein, the parties shall be bound by all other terms and conditions of the aforesaid Lease as if fully set out herein and except as modified hereby such terms shall be in full force and effect.

IN WITNESS, WHEREOF, the parties have executed this Lease Renewal Agreement as of the day and year last written below.

WITNESSES:

_____

_____

TENANT: BRANCH BANKING AND TRUST COMPANY

BY: _____

TITLE: _____

DATE: _____

LANDLORD: CITY OF COLUMBIA

BY: Teresa Wilson

TITLE: City Manager

DATE: 11/30/2017

APPROVED AS TO FORM

9/14/17

Legal Department City

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-069 - Authorizing consumption of beer and wine only at the Jubilee: Festival of Black History and Culture in the 1400 block of Richland Street and 1900 block of Marion Street adjacent to the Mann-Simons House on Saturday, September 22, 2018**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2018-069 Jubilee (Sept 22) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-069

Authorizing consumption of beer and wine only at the Jubilee: Festival of Black History and Culture in the 1400 block of Richland Street and 1900 block of Marion Street adjacent to the Mann-Simons House on Saturday, September 22, 2018

WHEREAS, Historic Columbia Foundation ("Sponsor") is sponsoring the Jubilee: Festival of Black History and Culture in the 1400 block of Richland Street and 1900 block of Marion Street adjacent to the Mann-Simons House from 11:00 a.m. until 6:00 p.m. on Saturday, September 22, 2018; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1400 block of Richland Street and 1900 block of Marion Street adjacent to the Mann-Simons House from 6:00 a.m. until 8:00 p.m. for set up, clean up, and staging of the event to be held on Saturday, September 22, 2018 from 11:00 a.m. until 6:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 11:00 a.m. until 5:30 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 _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 11:00 a.m. and 5:30 p.m. on Saturday, September 22, 2018; 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 only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

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

BE IT FURTHER RESOLVED that 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 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 of 1400 block of Richland Street and 1900 block of Marion Street adjacent to the Mann-Simons House, 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 1400 block of Richland Street and 1900 block of Marion Street adjacent to the Mann-Simons House, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in 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 September 22, 2018, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

Assistant City Manager Shealy

Approved by:

_____
City Manager

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	06/15/2018
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	James Quint 1601 Richland Street Columbia, SC 29201 jquint@historiccolumbia.org 803-252-1770 ext. 36
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Jubilee: Festival of Black History and Culture
DATE(S) OF EVENTS:	Saturday, Sept. 22nd, 2018
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City,without a new request. The time of event operation shall remain the same.)	None
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Mann-Simons Site 1403 Richland Street 1900 block of Marion Street 1400 block of Richland Street
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	1900 block of Marion Street between Calhoun Street and Richland Street 1400 block of Richland Street between Marion Street and Bull Street
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m. ALLOW TIME FOR SET UP/CLEAN UP	6:00am-8:00pm
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	11:00am-6:00pm
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	11:00am-5:30pm

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 events 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.**

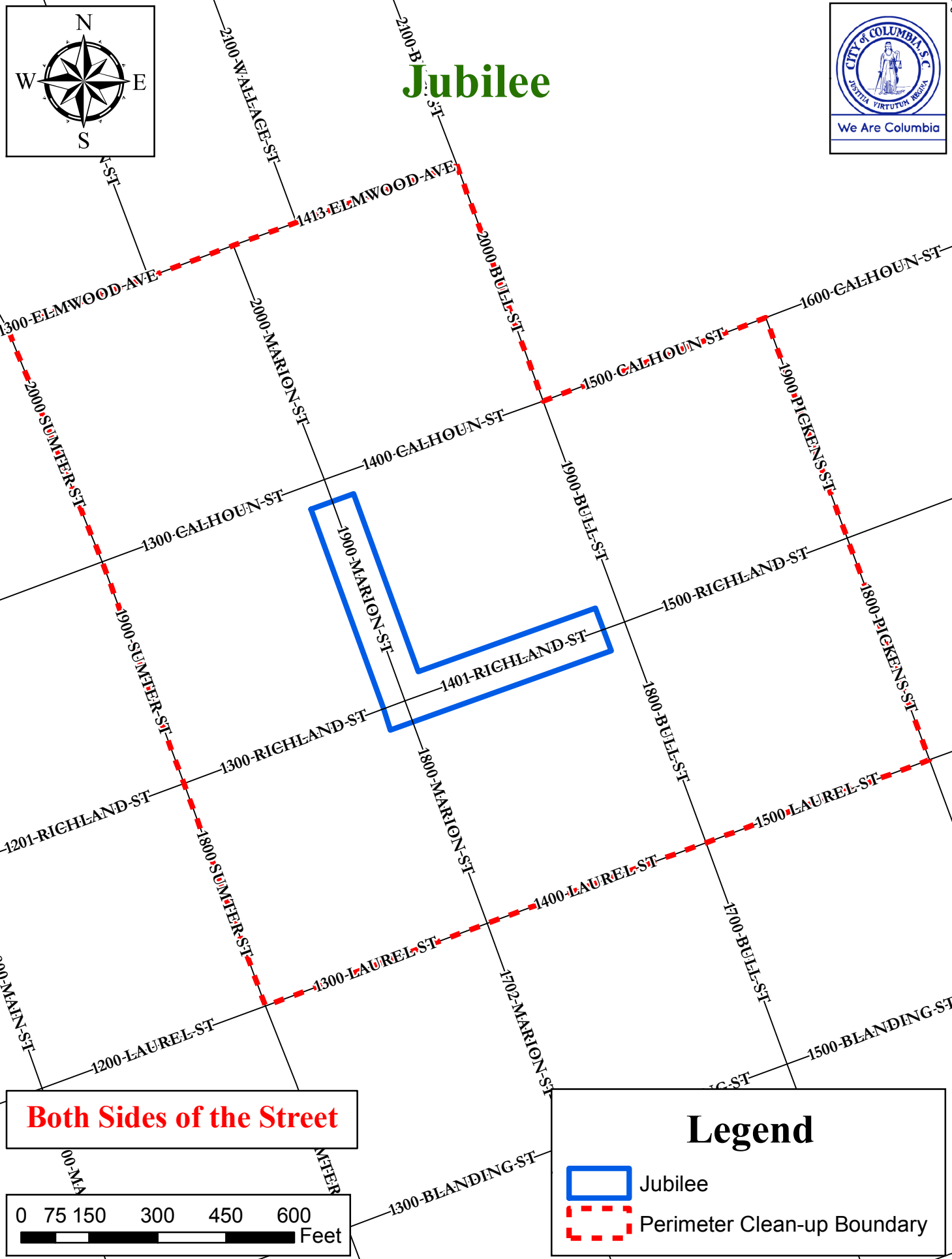
NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

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., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017

Jubilee



Both Sides of the Street

0 75 150 300 450 600 Feet

Legend

- Jubilee
- Perimeter Clean-up Boundary

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works Administration\Legal_Event_Maps_jrtinsley\mxd\20180717_Jubilee.mxd

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-072 - Authorizing consumption of beer and wine beverages only at the Soda City Friends Dinner on the Gervais Street Bridge on October 21, 2018 with a rain contingency date of October 28, 2018**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2018-072 Gervais Street Bridge Dinner (Oct 21) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-072

Authorizing consumption of beer and wine beverages only at the Soda City Friends Dinner on the Gervais Street Bridge on October 21, 2018 with a rain contingency date of October 28, 2018

WHEREAS, Emile DeFelice ("Sponsor") is sponsoring the Soda City Friends Dinner on the Gervais Street Bridge on Sunday, October 21, 2018; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use on Sunday, October 21, 2018 from 9:00 a.m. until midnight the portion of the Gervais Street bridge located within the jurisdiction of the City of Columbia and a portion of the 100 block of Gervais Street west of the entrance to the Columbia Power Plant Dam to allow for ingress and egress into the power plant, for set up, clean up, and staging of the event to be held on Sunday, October 21, 2018 from 3:00 p.m. until 8:30 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 3:00 p.m. until 8:00 p.m. on Sunday, October 21, 2018, with a rain contingency date of October 28, 2018; 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 _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 3:00 p.m. and 8:00 p.m. on Sunday, October 21, 2018, with a rain contingency of October 28, 2018; and,

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

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

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

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

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

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets 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 Gervais Street bridge located within the jurisdiction of the City of Columbia and a portion of the 100 block of Gervais Street west of the entrance to the Columbia Power Plant Dam to allow for ingress and egress into the power plant, 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 Gervais Street bridge located within the jurisdiction of the City of Columbia and a portion of the 100 block of Gervais Street west of the entrance to the Columbia Power Plant Dam to allow for ingress and egress into the power plant, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in 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 Sunday, October 21, 2018, that the closed portion of the Gervais Street bridge located within the jurisdiction of the City of Columbia and a portion of the 100 block of Gervais Street west of the entrance to the Columbia Power Plant Dam to allow for ingress and egress into the power plant, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be closed on Sunday, October 28, 2018. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

City Manager

Mayor

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST: 06/28/18

REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#): Erin Curtis
Soda City
erin@sodacitysc.com
803 269 3241

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser: Gervais Street Bridge Dinner

DATE(S) OF EVENTS: October 21, 2018

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.): October 28, 2018

LOCATION OF EVENT
(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street): Gervais Street Bridge

STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza): Both lanes of Gervais Street starting from Huger Street & Gervais Street intersection, down the entirety of the bridge to the other end on the West Columbia side.

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.
ALLOW TIME FOR SET UP/CLEAN UP: 9AM to 12AM

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)*: 3PM to 8:30PM

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)
(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*: 3PM to 8PM

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 events 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., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017

Soda City Friends

N
W E
S

WILLIAMS ST

GERVAIS ST

CITY CLUB DR

WILLIAMS ST

GIST ST

SENATE ST

Both Sides of the Street

Legend

- Soda City Friends
- Perimeter Clean-up Boundary
- City of Columbia

0 62.5 125 250 375 500
Feet

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-073 - Authorizing consumption of beer and wine beverages only at Jerry Fest at the Five Points Fountain on Sunday, October 7, 2018**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2018-073 JerryFest (Oct 7) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-073

Authorizing consumption of beer and wine beverages only at Jerry Fest at the Five Points Fountain on Sunday, October 7, 2018

WHEREAS, the Five Points Association is sponsoring Jerry Fest on Sunday, October 7, 2018 on Saluda Avenue at the fountain plaza and in the half block area of the 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the rights lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street; and,

WHEREAS, the Association has requested permission for the temporary closing and use of Saluda Avenue between the fountain plaza and Starbuck's building at the intersection of Greene Street from 2:00 p.m. until 10:00 p.m., for preparation of the area for an outdoor event to be held during the hours of 3:00 p.m. and 10:00 p.m., and for patrons to consume beer and wine beverages at the event during the hours of 3:00 p.m. and 9:30 p.m.; 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 _____, 2018, that the sale beer and wine beverages only is authorized between the hours of 3:00 p.m. and 9:30 p.m. on Sunday, October 7, 2018 on Saluda Avenue at the fountain plaza and in the half block area of the 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the rights lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street; and,

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

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

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

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

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

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skateboards, and horses, except police horses, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles and breakable glasses and/or cups shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the rights lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street, 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, 1998 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, 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the rights lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street, 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 alcoholic beverages 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 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 Sunday, October 7, 2018, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:

City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Last Revised: 7/16/2018
18001559

Jerry Fest

2000 COLLEGE ST

800 HARDEN ST

2100 GREENE ST

2021 GREENE ST

800 LAURENS ST

2000 GREENE ST

755 SALUDA AVE

738 HARDEN ST

744 SALUDA AVE

700 HARDEN ST

701 SALUDA AVE

2000 DEVINE ST

0 SALUDA AVE

700 SALUDA AVE

1900 BLOSSOM ST

1934 BLOSSOM ST

600 SALUDA AVE

Both Sides of the Street

Legend

Jerry Fest

Perimeter Clean-up Boundary

0 25 50 100 150 200 Feet

DRAFT

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\Legal_Event_Maps_jrtinsley\mxd\20180629_JerryFest.mxd

DATE OF REQUEST	June 27, 2018
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Five Points Association / Amy Beth Franks
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	JerryFest (free outdoor concert)
DATE(S) OF EVENTS:	Sunday, October 7, 2018
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City,without a new request. The time of event operation shall remain the same.)	
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Saluda Avenue, between the fountain and the Starbucks building 2000 block of Greene Street, from Publico to the Harden Street intersection (see page 2)
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	Saluda Avenue, between the fountain and the Starbucks building 2000 block of Greene Street, from Publico to the Harden Street intersection (see page 2)
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m. ALLOW TIME FOR SET UP/CLEAN UP	2:00pm - 10:00pm
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	3:00pm - 10:00pm
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	3:00pm - 9:30pm

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; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net - resolution preparation
Police Department Special Events - Officer Robert Hall; 545-3535; rihall@columbiasc.net parade permit, police
Parks and Recreation - Loretta Coleman; 545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

Last revised: 3/2014

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-074 - Authorizing consumption of beer and wine only at the Earle Jam Music and Beer Festival in Earlewood Park on October 28, 2018**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2018-074 Earle Jam (Oct 28) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-074

Authorizing consumption of beer and wine only at the Earle Jam Music and Beer Festival in Earlewood Park on Sunday, October 28, 2018

WHEREAS, the Earlewood Community Citizens Council ("Sponsor") is sponsoring the Earle Jam Music and Beer Festival l in Earlewood Park on Sunday, October 28, 2018; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 2:00 a.m. until 7:00 p.m. of Earlewood Park and Parkside Drive between North Main Street and Earlewood Drive, for preparation of the event, clean up after the event, crowd control and overflow of the event to be held on Sunday, October 28, 2018 from 3:00 p.m. until 7:00 p.m.; and for patrons to consume beer and wine beverages only at the event during the hours of 3:00 p.m. until 6:30 p.m.; 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 _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 3:00 p.m. and 6:30 p.m. on Sunday, October 28, 2018; 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 only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that 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 shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

LEGAL DEPARTMENT DRAFT

BE IT FURTHER RESOLVED that during the designated time the closed portions of Earlewood Park and Parkside Drive between North Main Street and Earlewood Drive, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages. 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 Sunday, October 28, 2018, 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:

City Manager

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

Last Revised: 7/10/2018
18001350

DATE OF REQUEST: 6.28-18

REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#): Kathleen McDaniel 843-345-8865 KathleenMMcdaniel@gmail.com

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser): Earle Jam

DATE(S) OF EVENTS: (monthly can be on one request): Oct. 28, 2018

RAIN CONTINGENCY DATE:
(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City,without a new request. The time of event operation shall remain the same.): NONE

LOCATION OF EVENT
(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street): Earlewood Park Amphitheater

STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza): Northwood/ Earlewood
Earlewood/ Parkside
Parkside at Lower ball field

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.
ALLOW TIME FOR SET UP/CLEAN UP: 2 pm - 7pm

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)*: 3pm - 7pm

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.)*: 3pm - 6:30 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 events 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., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Parking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter bagging
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 3/2018

fe2018-074

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W E
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MARGRAVE RD
PALMETTO AVE
SUNSET DR
COLES RD
ELMHURST RD
PARKSIDE DR
CATO DR
KEENAN DR
WESTBURY DR
MAKEWAY DR
LAKEWOOD AVE
NORTHWOOD ST
EARLEWOOD DR
N MAIN ST
GRACE ST
GEORGE ST
FLORENCE ST
BEAUFORT ST
COLUMBIA AVE
NEWMAN AVE
DRAYTON ST
RIVER DR
ANTHONY AVE
GEIGER AVE
MAIN ST
BENTON ST

Both Sides of the Street

Legend

Earlwood Amphitheater

Perimeter Clean-up Boundary

0 125 250 500 750 1,000 Feet

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We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-075 - Authorizing consumption of beer and wine only at the Glass Half Full Fest/Charity Fundraiser at City Roots Urban Farm on September 22, 2018**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2018-075 Glass Half Full (Sept 22) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-075

Authorizing consumption of beer and wine beverages only at the Glass Half Full Fest/Charity Fundraiser at City Roots Urban Farm on September 22, 2018

WHEREAS, High Entertainment, LLC ("Sponsor") is sponsoring the Glass Half Full Fest/Charity Fundraiser at City Roots Urban Farm in the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard from 1:00 p.m. until 7:00 p.m. on Saturday, September 22, 2018; 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 5:00 a.m. until midnight for set up, clean up, and staging of the event to be held from 10:00 a.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 10:00 a.m. and 9:30 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 _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 10:00 a.m. and 9:30 p.m. on Saturday, September 22, 2018; 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,

LEGAL DEPARTMENT DRAFT

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, September 22, 2018, 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 Shealy

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 7/11/2018
18001355

DATE OF REQUEST	06/27/2018
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Zachary Merritt, esq. on behalf of High Entertainment, LLC. Zach@mlblaw.com / 803-328-8822
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Glass Half Full Fest / Charity Fundraiser
DATE(S) OF EVENTS:	September 22, 2018
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.)	N/A
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 Farm, 1005 Airport Blvd., Columbia, SC 29205 and the block of Airport Blvd. and Commerce Dr. adjacent to City Roots Farm
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	2800 Block of Commerce Dr. 1000 Block of Airport Blvd.
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m. ALLOW TIME FOR SET UP/CLEAN UP	5:00 a.m. to 11:59 p.m.
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	10:00AM to 10:00PM
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	10.00AM to 9:30PM

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 events 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., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017

18 M 1355
R-2018-075

CITY ROOTS

KINGSWOOD DR

KINGSGATE DR

ADELINE DR

WILLIAM H TULLER DR

COMMERCE DR

EXPRESS DR

AIRPORT BLVD

JIM HAMILTON BLVD

AIRLINE DR

Both Sides of the Street

Legend

Festival Boundary

Perimeter Clean-up Boundary

0 62.5 125 250 375 500 Feet

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-081 - Authorizing consumption of beer and wine only at Soda City Oktoberfest on Saturday, September 22, 2018**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2018-081 Soda City Oktoberfest (Sept 22)(PDF)

RESOLUTION NO.: R-2018-081

Authorizing consumption of beer and wine only at Soda City Oktoberfest on Saturday, September 22, 2018

WHEREAS, Emile DeFelice ("Sponsor") is sponsoring the Soda City Oktoberfest to be held in the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza, from 4:00 p.m. until 10:00 p.m. on Saturday, September 22, 2018

WHEREAS, Sponsor has requested permission for the temporary closing and use of 1500 block of Main Street between Taylor Street and Hampton Street, excluding Boyd Plaza, from 7:00 a.m. until 11:30 p.m. and the temporary closing and use of the intersection of Hampton Street and Main Street from 2:00 p.m. until 11:30 p.m. on Saturday, September 22, 2018 for set up, clean up, staging of the event and crowd control and overflow for the event to be held on Saturday, September 22, 2018 from 4:00 p.m. until 10:00 p.m. and for patrons to consume beer and wine beverages only during the event hours of 4:00 p.m. until 9:30 p.m. on Saturday, September 22, 2018; 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 _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 4:00 p.m. and 9:30 p.m. on Saturday, September 22, 2018; 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. Canines and felines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza, and including the intersection of Hampton Street and Main Street, with the exception of the parking areas, adjacent off-street parking areas and 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 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza, and including the intersection of Hampton Street and Main Street with the exception of the parking areas, adjacent off-street parking areas 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 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

LEGAL DEPARTMENT DRAFT

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, September 22, 2018, 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 Shealy

Approved by:

City Manager

Approved as to form:

Assistant City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	June 29th 2018
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Emile DeFelice hello@sodacitysc.com & emile@sodacitysc.com 803-917-0794
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Oktoberfest
DATE(S) OF EVENTS:	September 22nd 2018
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City,without a new request. The time of event operation shall remain the same.)	None
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	1500 block of Main St between Taylor St & Hampton St + Hampton St intersection
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	1500 block of Main St between Taylor St & Hampton St + Hampton St intersection
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m. ALLOW TIME FOR SET UP/CLEAN UP	Block to already be closed for Soda City market until 2PM via contract with the City. Therefore we are requesting for the 1500 block to remain closed until 11:30PM. Please block off intersection at 2 PM. 7 AM - 11:30 PM for 1500 block 2 PM - 11:30 PM for Hampton St/Main St intersection.
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	4PM to 10PM
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 - 9:30 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 events 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.**

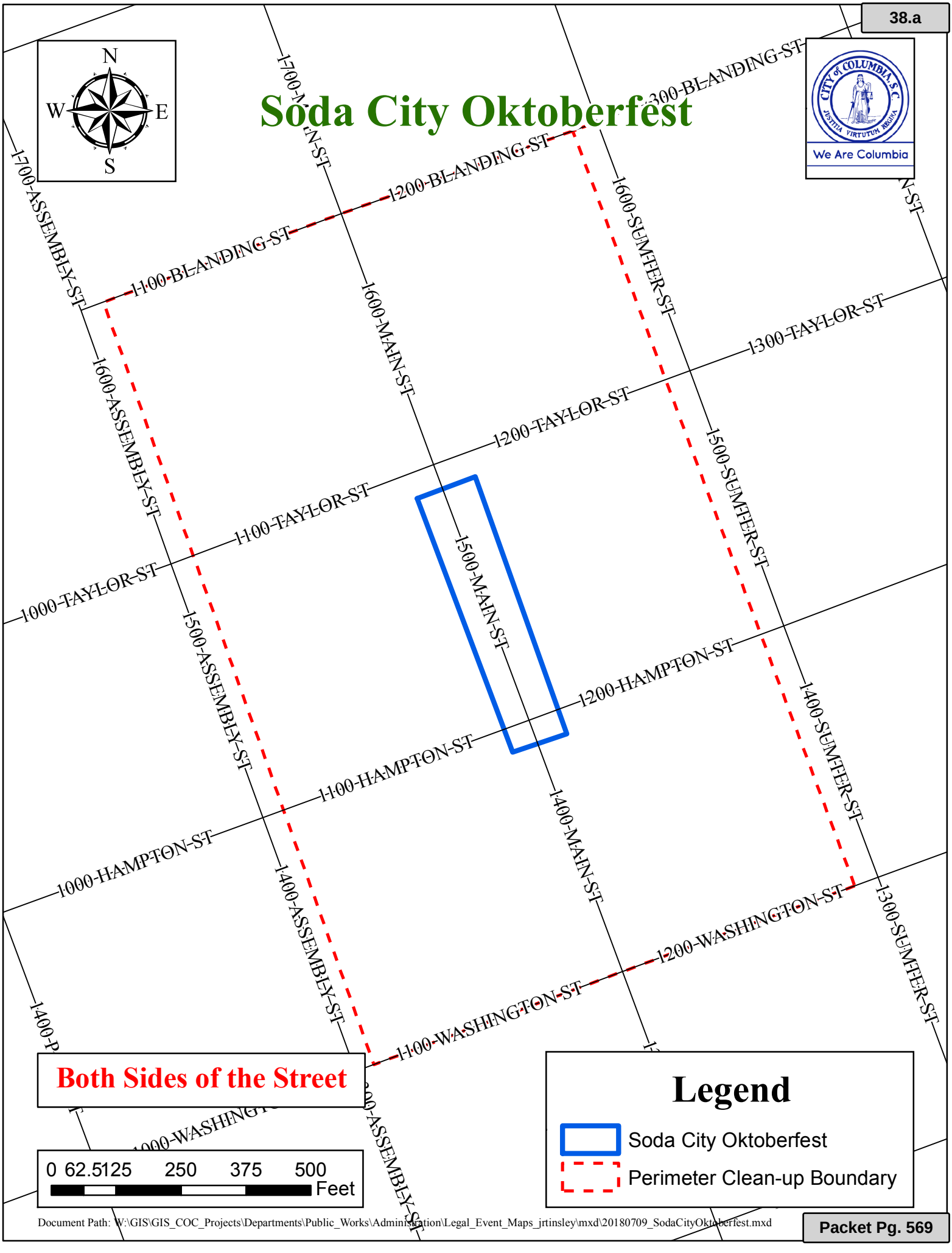
NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

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., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

R-2018-081

Soda City Oktoberfest



Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\Legal_Event_Maps_jrtinsley\mxd\20180709_SodaCityOktoberfest.mxd

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Human Resources**

FROM: ***Pam Benjamin,***

SUBJECT: **July 2018 Employee of the Month - Ms. Jacquelyn Richburg, Interim Director of Columbia-Richland 911 Communications**

PURPOSE: **Ms. Wendy Royal, Columbia-Richland 911 Communications Shift Supervisor**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2018_07_27_17_03_19 (PDF)

We Are Columbia

EMPLOYEE OF THE MONTH NOMINATION FORM

RECEIVED
JUL 25 2018
HR/EMPLOYMENT

NAME OF NOMINATED EMPLOYEE: Wendy Royal

EMPLOYEE'S DEPARTMENT/DIVISION: Columbia-Richland 911 Communications

Employee's Title: Shift Supervisor Date of Hire: 10/20/2018

Name of Nominator: Natalie Simons Date: 07/24/2018

Signatures of supervisor, division head, department head and if applicable, Assistant City Manager:

Name: [signature] Title: Supervisor

Name: _____ Title: Division Head

Name: Jacquelyn Richburg Title: Department Head

Name: _____ Title: City Manager

Nominator should provide three other employees' names who may be contacted concerning the work of the nominated employee.

Name: Tina O. Frey Division: CRC 911 Communications

Name: Heather Collins Division: CRC 911 Communications

Name: Miranda Lurks Division: CRC 911 Comm.

CRITERIA FOR BEING NOMINATED EMPLOYEE OF THE MONTH

- The nominated employee must have been employed by the City of Columbia for at least one (1) full year.
- The nominated employee must have low absenteeism and tardiness.
- The nominated employee must have maintained and projected a positive attitude and a willingness to get along well with co-workers and the public.
- The nominated employee must have shown a willingness to perform any assigned duties in the highest standards possible and enhanced the department's ability to better serve the citizens of the City of Columbia.
- The nominated employee must have maintained a professional appearance and manner.
- The nominated employee must have demonstrated an allegiance to the City and be a team player who supports others' efforts to achieve the goals of the City of Columbia.
- The nominated employee should have earned the respect of co-workers.
- Special considerations may be given to employees who participate in extracurricular activities that benefit the City of Columbia.

THE DETAILED NARRATIVE MUST CITE SPECIFIC EXAMPLES THAT DEMONSTRATE THE CRITERIA FOR NOMINATION OF THIS AWARD. NOMINATIONS RECEIVED THAT DO NOT MEET THE CRITERIA WILL NOT BE CONSIDERED.

City of Columbia – July 2018 Employee of the Month

Wendy Loren Royal has been selected by Columbia-Richland 911 Communications to receive the City of Columbia July 2018 Employee of the Month Award. She has been employed with the City since 2008, and while she has received national recognition for her performance, her department is excited to recognize her on a more localized/city-wide level.

Royal began her career with the City of Columbia in 2008 and has risen through the ranks of the department from Call Taker, to Telecommunicator, to her most current position—Shift Supervisor. She is ***not*** her title, yet, it's easy to see how she has progressed to the status that she now holds and continues to evolve. The following is just a glimpse of some of her positive attributes:

Assertive, Attentive, Caring, Charismatic, are but a few qualities **Wendy** possess.
Committed, Compassionate, Considerate, Consistent, are qualities which set **Loren** above the rest.
Dedicated, Devoted, Effective, Efficient, are not qualities which are learned but for **Royal** are rather innate.
Flexibility, Hard Working, Humorous, Independent, are other qualities for which **Wendy** can relate.
Intelligent, Joyful, Knowledgeable, Loyalty, are a few more of **Loren's** traits.
Passionate, Playful, Polite, Productive for **Royal** will never go out of date.
Punctual, Reliable, Resourcefulness, Self-confident—characteristics describing **Wendy**—which one should never underestimate.
Selflessness, Seriousness, Sincerity, Skillfulness are applicable to **Loren** and she exhibited these straight out the gate.
Spontaneous, Stable, Strong, Supportive—qualities that describe **Royal**—her peers can attest.
Tenacity, Trustworthy, Versatility, Zealousness—all these and more are why **Wendy Loren Royal** is the best!

Royal is notorious for volunteering for overtime to help secure coverage for the Center—this includes working extended 16 hour shifts, night shift hours, extra holiday hours, etc. She is an extremely hard worker; however, she never allows the weight of her daily task affect her demeanor (which is exuberant). What's unique about her is she typically always arrives early and at the beginning of her shift, Royal walks through the Center gracing and greeting each employee *by name* extending them a "good morning". For those persons whom do not fall directly in her path of travel, she goes out of her way to bid them well.

Royal's performance is unmatched and it is easy to see how she is exceptional. She is always going above and beyond her daily duties, while maintaining her assigned channel and consistently answering/processing a high number of emergent and non-emergent calls, with a high degree of accuracy. During a crisis/high priority incident (i.e. inclement weather, high priority incidents, etc.) she thrives.

When representatives from other user agencies come in to visit the CRC facility, she makes them feel at home by smiling and conversing with them (in between her duties). She is often "requested" by agencies to have her dispatch on their radio frequency, for the units know she will deliver them the upmost service.

While she maintains a serious demeanor, while in the work flow, during the Center's downtime she is often engaged in playful conversation, singing (off key) with her co-worker and subordinates. She is a delight to work with and an essential part of the City's structure.

Royal takes pride in her work and is the epitome of Columbia-Richland 911 Communications' Core Values (Courtesy/Respect, Efficiency, Professionalism, and Sense of Urgency), It's for these reasons, it's our sincere honor to announce Wendy Royal as our selection for the July 2018 City of Columbia Employee of the Month Award.

RECEIVED
JUL 25 2018
HR/EMP

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Public & Media Relations**

FROM: ***Leshia Utsey, Director***

SUBJECT: **Blue Ribbon Taxi Company Day - The Honorable Sam Davis**

FINANCIAL IMPACT:

BUSINESS PROGRAM: **Minority Business Enterprise**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Collaborate and partner with entities**

ATTACHMENTS:

- **#a:** Blue Ribbon Cab Services (PDF)

A Proclamation

Whereas, The original Blue Ribbon celebrates 90 years as an established taxi company. Blue Ribbon was originally located on the 1000 block of Washington Street in downtown Columbia, South Carolina; and,

Whereas, Blue Ribbon operated throughout the Civil Rights Movement, beginning with driving protesters to the sit-ins at Woolworth and S.H. Kress department stores; and,

Whereas, Aaron Jenkins was named the first president of Blue Ribbon followed by many other male presidents. In 2001, Barbara Dotson was named the very first female president of Blue Ribbon and is still serving as president after nearly twenty years; and,

Whereas, Blue Ribbon has over 125 drivers and independent contractors who are contributing to the economic well-being of the community and region.

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 Tuesday, August 14, 2018 as

Blue Ribbon Taxi Company Day

_____

Stephen K. Benjamin
Mayor

_____

Sam Davis
District I, Council Member

_____

Tameika Isaac Devine
At-Large, Council Member

_____

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

_____

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

_____

Daniel J. Rickenmann
District IV, Council Member

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

SUBJECT: **13th Annual Dr. James R. Clark Memorial Sickle Cell Walk - Ms. Yvonne Donald, M.A., CSCEC, Deputy Director of the James R. Clark Memorial Sickle Cell Foundation**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** Website

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2018-042 - Authorizing the Purchase of 1123 Columbia College Drive; Richland County TMS#09216-07-18 from Angelia K. Kilgore for a Stormwater Utility Site; CIP Project #SD8441; CF#251-113**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Foster a healthy quality of life, Provide high quality municipal services**

ATTACHMENTS:

- **#a:** 2018-042 purchase 1123 Columbia College Dr (PDF)

ORDINANCE NO.: 2018-042

Authorizing the Purchase of 1123 Columbia College Drive; Richland County TMS#09216-07-18 from Angelia K. Kilgore for a Stormwater Utility Site; CIP Project #SD8441; CF#251-113

WHEREAS, the subject property located at 1123 Columbia College Drive has been damaged due to stormwater runoff during heavy rain events on several occasions. After responding to complaints made by the property owner, the City's Engineering and Stormwater Divisions have reviewed the conditions of the stormwater system in this area and determined that the best solution would be to purchase the subject property, demolish the structure and create a stormwater utility site; and,

WHEREAS, the property owner agreed to the proposal for the City to acquire the subject property for the appraised value of Sixty-five Thousand and No/100 ($65,000.00) Dollars; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this __ day of _____, 2018, that the City Manager is hereby authorized to execute any documents necessary, as approved by the City Attorney, to consummate the purchase of 1123 Columbia College Drive to the City of Columbia for a stormwater utility site for the sum of Sixty-Five Thousand ($65,000.00) Dollars.

The referenced property is shown on a plat dated April 25, 2018, prepared by the City of Columbia, David S. Sharpe, S.C. R.L.S. #10509, for the City of Columbia, South Carolina and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under file reference #251-113. A copy of said plat being attached hereto and made a part hereof as Exhibit "A".

(Funding Source: 5534202 – 638305)

Requested by:

Assistant City Manager Shealy

Approved by:

_____
City Manager

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

DRAFT

EXHIBIT A

SUBDIVISION PLAT

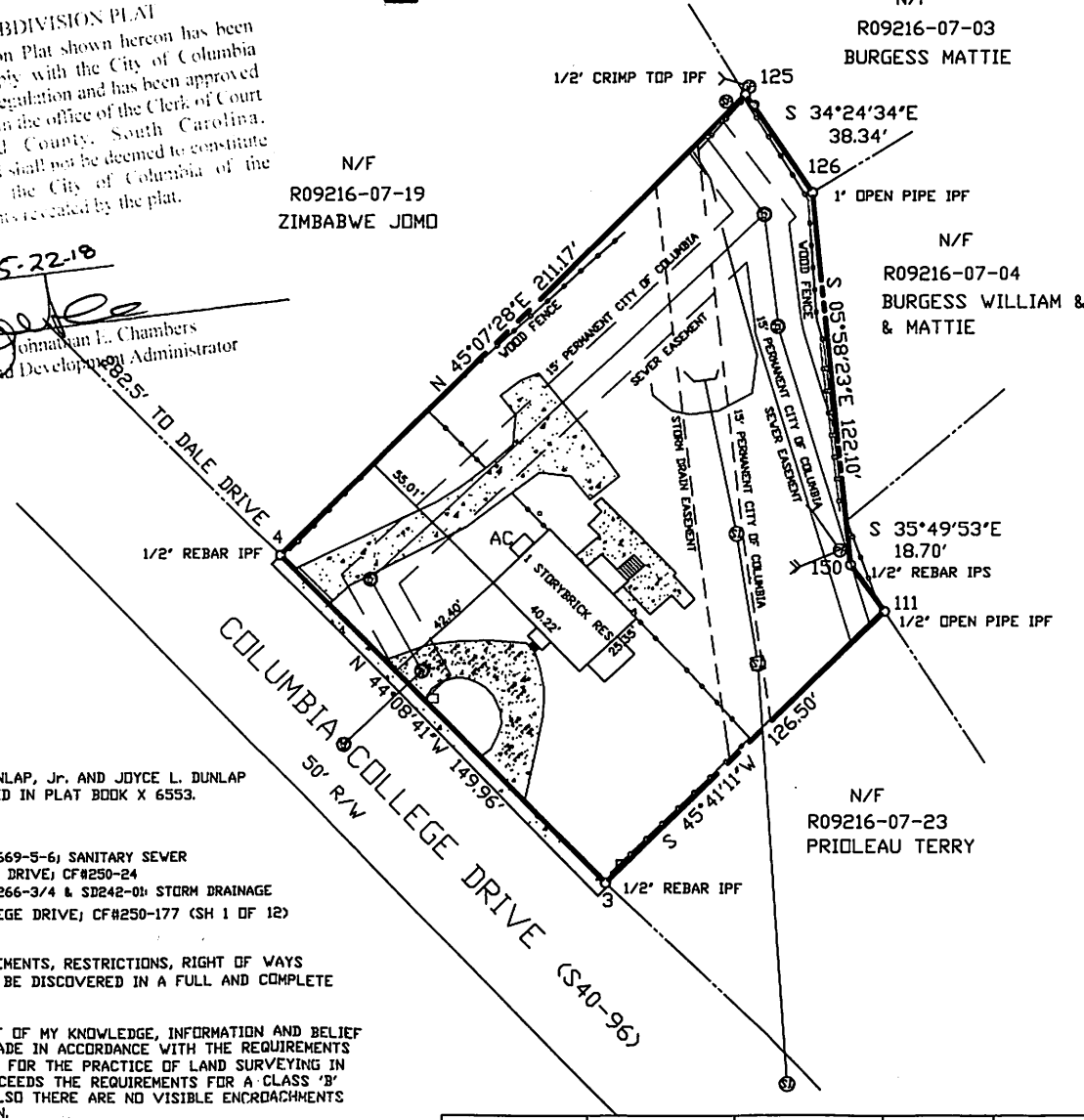
The Subdivision Plat shown hereon has been found to comply with the City of Columbia Subdivision Regulation and has been approved for recording in the office of the Clerk of Court of Richland County, South Carolina. This approval shall not be deemed to constitute approval by the City of Columbia of the improvements created by the plat.

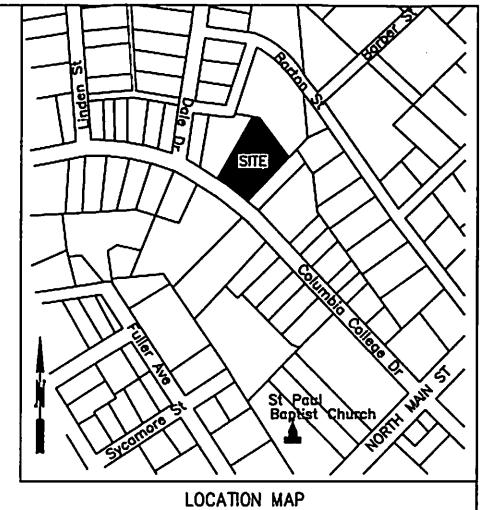
5-22-18
Date

Johnathan L. Chambers
Land Development Administrator

LEGEND

- IRRAGATION VALVE
- TELEPHONE MH
- ELECTRIC MH
- GAS VALVE
- WATER METER
- SANITARY SEWER MANHOLE
- CATCH BASIN
- STORM DRAIN MANHOLE
- LIGHT POLE
- SERVICE POLE
- GUY POLE
- POWER POLE
- PH PED
- WATER VALVE
- STORM DRAIN CONC TOP
- FIRE HYDRANT
- SANITARY SEWER CO
- ELECTRIC METER
- GAS METER
- GAS LINE
- SEWER LINE
- WATER LINE
- OVER HEAD ELECTRIC





LOCATION MAP
1" = 1000'

REFERENCE PLATS:

1. PLAT PREPARED FOR FRANK E DUNLAP, Jr. AND JOYCE L. DUNLAP DATED: OCTOBER 5, 1976 RECORDED IN PLAT BOOK X 6553.
2. TMS 009216-07-18
3. CF# 20-4200 1(1927)
4. CITY OF COLUMBIA CIP PROJECT# SS669-5-6; SANITARY SEWER RELOCATION AT 1123 COLUMBIA COLLEGE DRIVE; CF#250-24
5. CITY OF COLUMBIA CIP PROJECT# SD266-3/4 & SD242-01: STORM DRAINAGE IMPROVEMENTS TO COLUMBIA COLLEGE DRIVE; CF#250-177 (SH 1 OF 12)

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHT OF WAYS AND/OR ANY INFORMATION THAT MAY BE DISCOVERED IN A FULL AND COMPLETE TITLE SEARCH.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'B' SURVEY AS SPECIFIED THERE IN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

DAVID S. SHARPE SCPLS # 10509
DATE: APRIL 25, 2018

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAPS. NO. 45079C0241L DATED DECEMBER 21, 2017.

Point	Northing	Easting	Elev.	Description
3	805533.03	1989509.80	278.01	IPF 1/2 "REBAR
4	805640.65	1989405.36	276.97	IPF 1/2 "REBAR
111	805621.41	1989600.32	276.28	IPF 1/2 "O.P.
125	805789.64	1989555.00	271.13	IPF 1/2 "CRIMP TOP
150	805636.57	1989589.37		IPS 1/2 "REBAR

PLAT PREPARED FOR

CITY OF COLUMBIA

1123 COLUMBIA COLLEGE DRIVE
R09216-07-18

LOCATED IN RICHLAND COUNTY, COLUMBIA , SOUTH CAROLINA

40 0 40 80 120
GRAPHIC SCALE - FEET 1"=40'

TOTAL AREA
0.596 ACRES
25,986.07 SQ. FT

DEPARTMENT OF ENGINEERING
1136 WASHINGTON ST
PH. (803) 545-3400
COLUMBIA SC 29201
FAX: 988-8199

COLUMBIA
A Capital Pl

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2018-043 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Lorick Place, LLC. Richland County TMS Numbers 09213-04-14; 11601-24-01; 11601-24-02; 11601-24-03; 11601-24-04; 11601-24-05; 11601-24-06; 09213-08-01; 09213-08-02; 09213-08-03; 09213-08-04; 09213-08-05; 09213-08-06; 09213-08-07; 09213-08-08; 11601-25-04; 11601-25-05; 11601-25-06; 11601-25-01; 11601-25-02; 11601-25-03; 09213-08-09 and 09213-08-10)**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship, Provide high quality municipal services**

ATTACHMENTS:

- **#a:** 2018-043 Lorick Place inclusion in industrial park (PDF)

ORDINANCE NO.: 2018-043

Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Lorick Place, LLC. Richland County TMS Numbers 09213-04-14; 11601-24-01; 11601-24-02; 11601-24-03; 11601-24-04; 11601-24-05; 11601-24-06; 09213-08-01; 09213-08-02; 09213-08-03; 09213-08-04; 09213-08-05; 09213-08-06; 09213-08-07; 09213-08-08; 11601-25-04; 11601-25-05; 11601-25-06; 11601-25-01; 11601-25-02; 11601-25-03; 09213-08-09 and 09213-08-10)

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the City previously condemned the West Avenue Apartments, a rental housing facility located at 3800 West Avenue in the City of Columbia; and,

WHEREAS, the Housing Authority of the City of Columbia (the "CHA") and its affiliate Columbia Housing Authority Developments, Inc. a South Carolina non-profit corporation controlled by CHA ("CHAD") acquired the land and demolished the buildings of the West Avenue Apartments; and,

WHEREAS, the CHA and CHAD intend to develop an 87-unit low income rental housing project on the site of the former West Avenue Apartments to be known as Lorick Place Apartments (the "Project"); and,

WHEREAS, CHA expects that the Project will receive assistance payments from the U.S. Department of Housing and Urban Development ("HUD") under Section 8 of the National Housing Act; and,

WHEREAS, the Project will utilize low income housing tax credits ("LIHTCs") to obtain equity necessary to finance a portion of the costs of the development of the Project; and,

WHEREAS, to access the LIHTCs the Project will be owned by Lorick Place, LLC, a South Carolina limited liability company (the "Company") the managing member of which is Columbia Housing Authority Developments – Lorick, LLC, a South Carolina limited liability company (the "Managing Member") wholly owned by CHAD; and,

WHEREAS, to support the operations of the CHA, the City and CHA entered into that certain cooperation Agreement dated March 21, 1979 attached hereto as Exhibit "A" (the "Cooperation Agreement") under which CHA would make payments to the City in lieu of tax for low rent housing projects exempt from ad valorem tax equal to 10% of "shelter rents" defined in the Cooperation Agreement; and,

WHEREAS, the Project is a "project" as defined under the Cooperation Agreement; and,

WHEREAS, CHA expects that the 10% of the Shelter Rent to be received under the Project will be $9,634.00 per year; and,

WHEREAS, rentals charged to tenants in the Project will be restricted to be affordable under HUD guidelines; and,

WHEREAS, due to such rent restrictions and the cost of development, the Project cannot be developed unless it receives a property tax incentive similar to that available under the Cooperation Agreement; and,

WHEREAS, CHA and the Company approached the County seeking certain property tax incentives for the Project; and,

WHEREAS, the County has agreed to offer an infrastructure credit to reduce the property taxes due on the Project ("Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act") and an infrastructure credit agreement between the County and the Company ("Credit Agreement"); and,

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

WHEREAS, pursuant to the Park Act and the agreement between the County and Fairfield which governs the operation of the Park ("Park Agreement"), following application of the Credit and distribution of the net fees in lieu of taxes ("FILOT") generated from the Project to Fairfield, the FILOT payment will be distributed on a pro-rata basis to the taxing entities in the County that, at the time the Project is included in the Park, are eligible to levy tax millage on the Project; and,

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

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2018, that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's approval, execution and delivery of the Credit Agreement with the Company related to the Project.

2. Collectively, the Park Agreement and Credit Agreement will provide that (a) the owner of the Property will pay a FILOT with respect to the Project during the term of the Credit Agreement; (b) the annual FILOT payment due with respect to the Project will be subject to reduction by the Credit, which is equal to the amount necessary to reduce the net FILOT payment to the amounts and for the periods provided in the Credit Agreement, beginning with the first full year for which the Company owes a FILOT payment with respect to the Project; (c) the City will be entitled to receive a portion of

the net FILOT payment; and (d) the Project will be deemed removed from the Park on the expiration or earlier termination of the Credit Agreement.

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

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

Requested by:

Assistant City Manager Palen

Approved by:

City Manager

Approved as to form:

Assistant City Attorney

Mayor

ATTEST:

City Clerk

First Reading:
Second Reading:

DRAFT

ORDINANCE NO.: 2018-043
EXHIBIT A

DESCRIPTION OF PROPERTY

Approximately 5.8 acre tract of land located at 3800 West Avenue, Columbia, South Carolina, 29203, TMS Numbers R09213-04-14; R11601-24-01; R11601-24-02; R11601-24-03; R11601-24-04; R11601-24-05; R11601-24-06; R09213-08-01; R09213-08-02; R09213-08-03; R09213-08-04; R09213-08-05; R09213-08-06; R09213-08-07; R09213-08-08; R11601-25-04; R11601-25-05; R11601-25-06; R11601-25-01; R11601-25-02; R11601-25-03; R09213-08-09;and R09213-08-10.

Legal Description: All that certain piece, parcel or tract of land, together with improvements thereon, if any, situate, lying and being in the County of Richland, and State of South Carolina, being shown and delineated on a plat entitled "Recombination Plat Lorick Place Development", prepared for Lorick Place, LLC, by Chao & Associates, Inc., dated May 22, 2018, and recorded in the Office of the Register of Deeds for said County in Record Book 2314 at Page 1052; according to aforesaid plat the within concerned property has the following metes, bounds, courses and distances, to wit; BEGINNING AT A POINT which is an iron pin found at the northeasternmost corner of the subject premises and proceeding therefrom S4°23'30"W for a distance of 373.00 feet along the western side of the right of way of West Avenue to an iron pin found; thence turning and running N87°04'13"E for a distance of 324.00 feet along property now or formerly of CW Haynes & Co., Inc. to an iron pin found; thence turning and running N87°22'36"E for a distance of 245.02 feet along property now or formerly of CW Haynes & Co., Inc. to an iron pin found; thence turning and running N5°20'52E for a distance of 354.05 feet along property now or formerly of City Housing Co., Inc., to an iron pin found; thence turning and running N50°25'24"E for a distance of 200.32 feet along property now or formerly of City Housing Co., Inc., to an iron pin found; thence turning and running S86°06'20"E for a distance of 432.31 feet along property now or formerly of City Housing Co., Inc., to an iron pin found at the POINT OF BEGINNING; said plat is incorporated herein and reference is craved thereto for a more complete and accurate description of the metes, bounds, courses and distances of the property concerned herein. Be all measurements a little more or less.

DRAFT

ORDINANCE NO.: 2018-043
EXHIBIT B

Cooperation Agreement dated March 21, 1979
Between the City of Columbia and the Housing Authority of the City of Columbia

DRAFT

COOPERATION AGREEMENT

The Agreement entered into this 21 day of March, 1979, by and between The Housing Authority of the City of Columbia, South Carolina (herein called the "Local Authority") and The City of Columbia, South Carolina (herein called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the United States of America acting through the Secretary of Housing and Urban Development (herein called the "Government"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the Government, or its predecessor agencies, prior to the date of this Agreement.
(b) The term "Taxing Body" shall mean the State or any political sub-division or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.
(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project in dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.
(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, family arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects of low-rent housing as described and defined in the current Housing Assistance Plan approved by this Municipality and the Department of Housing and Urban Development and (b) to develop and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the constitution and statutes of the State of South Carolina, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes; or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project on any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such Annual Payment in lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent actually collected but in no event to exceed ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

(c) The Municipality shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year, if the Project were not exempt from taxation, bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; provided, however, that no payment for any year shall be made to any taxing body in excess of the amount of costs for improvements, facilities and services provided by such Taxing Body for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalities accrue or attach on account thereof.

4. The Municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937) of each Project and within five years after the completion thereof, or such further period as may be approved by the Government, there has been or will be elimination, as certified by the Municipality, by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal to the number of newly constructed dwelling units provided by such Project; provided, that, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and provided, further, that this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project on any other low-rent housing project, or (ii) any Project located in a rural non-farm or Indian area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project or Projects and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes shall:
(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;
(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;
(c) Insofar as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and surrounding territory;
(d) Accept grants of easements necessary for the development of such Project; and
(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvements, paving, and installation thereof in accordance with specifications acceptable to the Municipality;
(b) It will accept necessary dedications of land, for and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and
(c) It will provide or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privatedly owned).

7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payment in Lieu of Taxes or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement hereto fore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by the Agreement.

9. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to any Project or Projects during his tenure or for one year thereafter shall have any interest, direct or indirect, in any Project or Projects or any property included or planned to be included in any project, or any contracts in connection with such Projects or property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had adquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.

10. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of any may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

(SEAL)

Attest: _____
(Title)

(Corporate Name of Local Governing Body)

By _____
(Title)

(SEAL)

Attest: _____
(Secretary)

THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, SOUTH CAROLINA

By _____
(Chairman)

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-083 - 8th Lease Amendment Agreement between the City of Columbia and MS Joint Venture for the lease of the 10th floor and 5,930 square feet of the 11th floor of 1401 Main Street**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R 2018 083 8th Lease Amendment for 1401 Main add pt 11th fl (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-083

Authorizing the City Manager to execute an 8th Lease Amendment Agreement between the City of Columbia and MS Joint Venture for the lease of the 10th floor and 5,930 square feet of the 11th floor of 1401 Main Street

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2018, that the City Manager is hereby authorized to execute the attached 8th Lease Amendment Agreement between the City of Columbia and MS Joint Venture, or on a form approved by the City Attorney, for the lease of the 10th floor and 5,930 square feet of the 11th floor of 1401 Main Street.

(Funding Source: 1011501/636300 and 1011120/636300).

Requested by:

City Manager

Approved by:

City Manager

Approved as to form:

City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

Last revised: 7/24/2018
18001594

EM&L
COMMERCIAL REAL ESTATE
P.O. BOX 1239
COLUMBIA, SOUTH CAROLINA 29202

TELEPHONE
(803) 771-9884
FAX
(803)771-9887

8th LEASE AMENDMENT AGREEMENT

THIS AGREEMENT, made by and between MS Joint Venture hereinafter referred to as "Landlord"), and City of Columbia, hereinafter referred to as "Tenant");

WITNESSETH:

WHEREAS, Landlord and Tenant did enter into a Lease Agreement dated the 10th day of September 2002 for premises known as 1401 Main Street, and located on the 10th floor and amended on August 27th, 2004 and amended September 24th, 2007 and amended on January 6th, 2014; and amended on May 1st, 2018 and

WHEREAS, the parties hereto desire to make certain amendment(s) to their said Lease Agreement; and;

NOW THEREFORE, the parties for and in consideration of these presents and the mutual agreements herein, covenant and agree that the said Lease Agreement is amended, effective October 1, 2018 as follows:

1. Tenant's square footage shall increase 5,930 Sq. Ft. located on the 11th floor, Suite 1100 per Exhibit A, for a total of 21,280 Sq. Ft. leased.

2. Upfit will be at Landlord's cost per exhibit A.

3. Base Rental Rate

		Monthly
10/1/18 thru 10/31/20	$16.00	$28,373.33
11/1/20 thru 5/31/21	$18.57	$32,930.80
6/1/21 thru 5/31/22	$19.12	$33,906.13
6/1/22 thru 5/31/23	$19.70	$34,934.67
6/1/23 thru 5/31/24	$20.29	$35,980.93
6/1/24 thru 5/31/25	$20.90	$37,062.67

THIS AGREEMENT, by reference to the above stated Lease Agreement shall, when fully executed, form a part thereof; and

ALL OTHER TERMS AND CONDITIONS of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be effective as of the day and year of the last signature hereinbelow.

WITNESS:

_____

_____

LANDLORD: MS JOINT VENTURE

By:_____
David Loy, Its Managing Member
Date:_____

WITNESS:

_____

_____

TENANT: CITY OF COLUMBIA

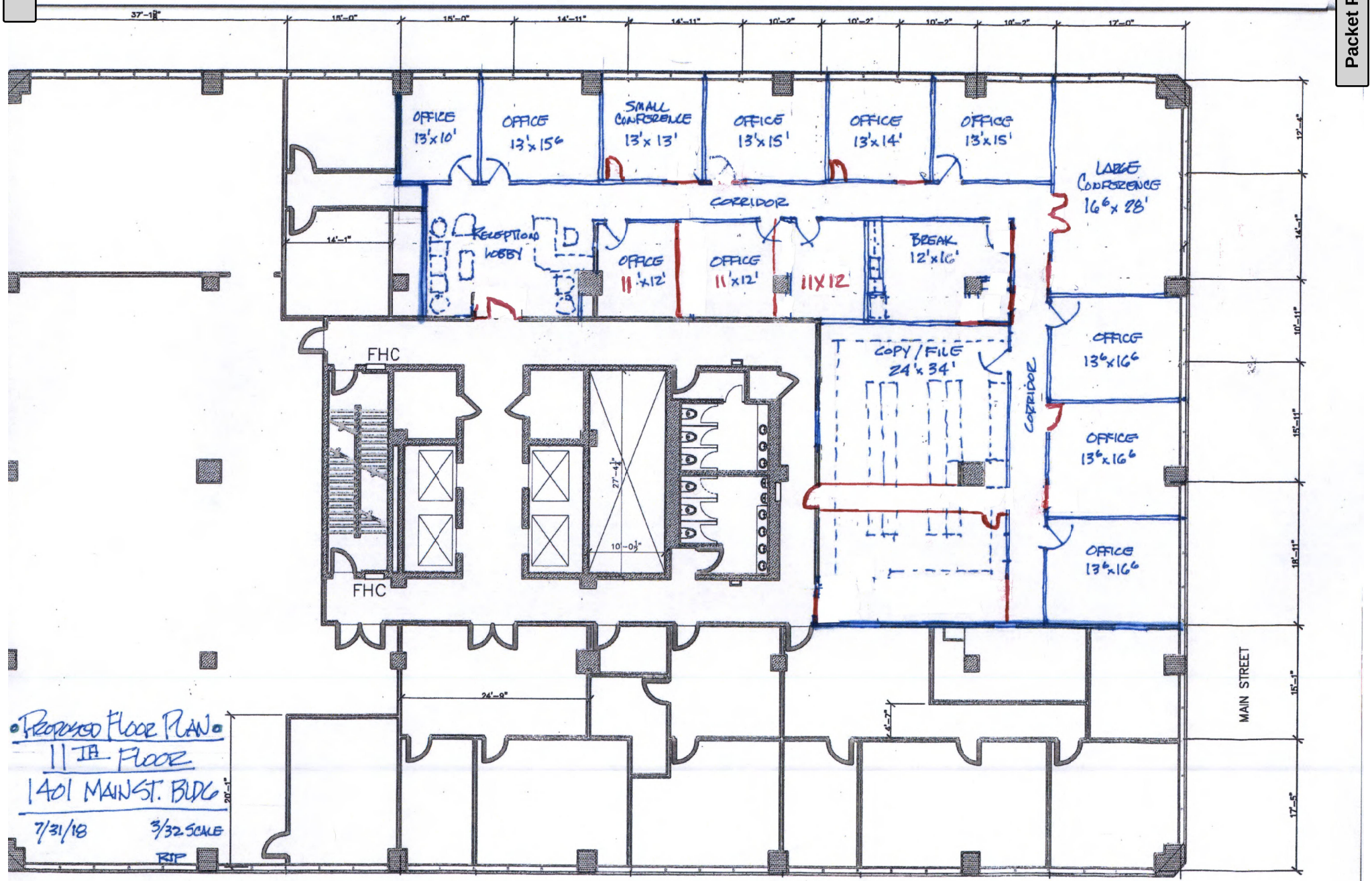
By:_____
Teresa B. Wilson, City Manager
Date:_____

APPROVED AS TO FORM
Legal Department City of Columbia, SC

RESOLUTION NO.: R-2018-083
Exhibit B

Office layout is subject to adjustment to insure compliance with building codes and use of existing electrical/water lines as feasible.

Upfit to include
Carpet
Lighting
Paint and/or wallpaper and trim
2 glass doors for large conference room
Electrical
Coordination with City vendor and IT for network wiring/connections



PROPOSED FLOOR PLAN
II TH FLOOR
1401 MAIN ST. BLDG
7/31/18 3/32 SCALE
RJP

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-084 Authorizing the City Manager to execute a Local Subdivision Entity Agreement between the City of Columbia and PEBA for Participation in the State's Health Insurance Program**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2018-084 PEBA Agreement for State Health Insurance Program (PDF)

RESOLUTION NO.: R-2018-084

Authorizing the City Manager to execute a Local Subdivision Entity Agreement between the City of Columbia and PEBA for Participation in the State's Health Insurance Program and rescinding all prior health care programs

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2018, that the City Manager is hereby authorized to execute the attached Local Subdivision Entity Agreement, or on a form approved by the City Attorney, between the City of Columbia and PEBA for Participation in the State's Health Insurance Program; and,

BE IT FURTHER RESOLVED that upon execution of the final agreements with PEBA, all prior health care programs shall be rescinded in their entirety.

Requested by:

City Manager _____

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

DRAFT

Local Subdivision Entity Agreement to Participate

_____ (entity name), authorized to participate in the State Insurance Benefits Programs, certifies that it:

1. Has read, understands and agrees to abide by the state's conditions of participation contained in the entity guidelines;
2. Has furnished and will continue to provide enrollment information that is true, accurate and complete to the best of its knowledge;
3. Agrees to report any change affecting enrollment or the status of its employees;
4. Agrees to contribute no less than the following premium amounts[1] for each benefits eligible employee who enrolls in the State Insurance Benefits Programs based on the coverage level the employee selects:

	Employee only	Employee/spouse	Employee/children	Full family
Health[2]	$374.96	$742.72	$575.48	$929.90
Dental	$13.48	$13.48	$13.48	$13.48
Life	$0.32	$0.32	$0.32	$0.32
Long term disability[2]	$3.22	$3.22	$3.22	$3.22
Administrative fee	$3.00	$3.00	$3.00	$3.00

[1]Premiums are subject to change each year.

[2]Required contribution for health insurance premiums may be greater due to experience rating. The health premiums above are a base rate that will be multiplied by your experience-rated load factor. See Pages 9-10 for details on how these load factors are determined. See Page 23 for employee premiums.

5. Acknowledges that PEBA reserves the right to cancel coverage for nonpayment upon 30 days' notice to the Participating Entity;
6. Agrees to participate in the State Insurance Benefits Program for a minimum of four years; and
7. Has attached the document from its governing board authorizing its participation in the State Insurance Benefits Program.

Please print.

Entity name_____

Entity director's name_____

Entity director's signature_____

Date_____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-068 - Resolution of the City Council of the City of Columbia, South Carolina, Approving the Issuance by the Public Finance Authority of not to exceed $15,500,000 Public Finance Authority Multifamily Housing Revenue Bonds, in One or More Series, Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended; Providing Certain Other Matters In Connection Therewith; and Providing an Effective Date**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Hearing Request Letter (Riverside) (PDF)
- #b: R-2018-068 Riverside Apartments 3245 Lucius RdTEFRA (PDF)

Dinsmore

Legal Counsel.

DINSMORE & SHOHL LLP
255 East Fifth Street Suite 1900
Cincinnati, OH 45202
www.dinsmore.com

Alexandra Rock
(513) 977-8472 (direct) ^ (513) 621-3813 (fax)
alexandra.rock@dinsmore.com

June 15, 2018

Ms. Erika Moore
City Clerk
1737 Main Street
Columbia, SC 29201

Re: Final Public Hearing and Approval Request for Riverside Apartments

Dear Ms. Moore:

Dinsmore & Shohl LLP ("Dinsmore") has been retained to serve as Bond Counsel in connection with the proposed issuance of tax-exempt bonds (the "Bonds") by the Public Finance Authority (the "Authority") to National Housing Preservation Advisors, LLC, a Colorado limited liability company, or its successors or assigns (the "Borrower"). The Borrower plans to acquire, rehabilitate and improve Riverside Apartments, located at 3245 Lucius Road, Columbia, South Carolina 29201 (the "Project"), for the benefit of current and future tenants. In connection with this financing, the Authority is also financing two additional properties located in South Carolina and Louisiana, respectively.

To proceed with the Project, Dinsmore now seeks the final approval of the Bonds by the City Council (the "Council") of Columbia, South Carolina (the "City"). A draft of the resolution which is intended to evidence the City's final approval of the issuance of the Bonds by the Authority is attached hereto as ***Exhibit A***.

In order for a private Borrower to take advantage of the low interest rates afforded them through the issuance of federally tax-exempt revenue bonds, they must first demonstrate that a governmental entity having jurisdiction over the project has held a public hearing and approved of the issuance of the bonds. The process, named after the federal Tax Equity and Fiscal Responsibility Act of 1986 ("TEFRA"), is simply a means to provide the public the opportunity to comment on the bond issuance and does not make the government entity holding the TEFRA hearing liable in any way for the bonds or their issuance.

The payment of the Bonds will be the sole responsibility of the Borrower. Since the Project is located within the City, we are required to request that the City approve the Authority's utilization of bond proceeds within your jurisdiction for the benefit of your constituents.

We ask that the Council hold a public hearing to adopt a resolution approving the utilization of resources to assist the improvement of the Project. The hearing may be conducted together with a regularly scheduled Council meeting or held separately. During this TEFRA Hearing, interested persons must be given an opportunity to participate.

Dinsmore will draft and publish the notice of public hearing (the "TEFRA Notice"), a form of which is enclosed as ***Exhibit B***, which has been drafted to meet the requirements of Internal Revenue Code of 1986, as amended (the "Code"). This notice must be published in a newspaper of general circulation at least fourteen (14) days prior to this public hearing.

We appreciate your consideration and assistance in moving this Project towards completion. Should you have any questions or concerns, please do not hesitate to call me directly at (513) 977-8472 or email alexandra.rock@dinsmore.com.

Very truly yours,

Alexandra Rock

RESOLUTION NO.: R-2018-068

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, APPROVING THE ISSUANCE BY THE PUBLIC FINANCE AUTHORITY OF NOT TO EXCEED $15,500,000 PUBLIC FINANCE AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS, IN ONE OR MORE SERIES, PURSUANT TO SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, 2018 IAVF Riverside LLC, a South Carolina limited liability company, or its successors or assigns (the "Borrower") desires to finance the acquisition and renovation of a multifamily residential rental facility for individuals and families of low or moderate income located within the corporate limits of the City of Columbia, South Carolina (the "City"), located at 3245 Lucius Road, Columbia, South Carolina and known as Riverside Apartments (the "Project"); and,

WHEREAS, the Company has represented to the City Council of the City (the "City Council") that the Company will recognize substantial cost savings by financing the Project through the issuance by the Public Finance Authority (the "Issuer"), a Wisconsin bond issuing commission created under Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes (the "Act"), of its multifamily housing revenue bonds, in one or more series, in the aggregate principal amount not to exceed Fifteen Million Five Hundred Thousand and No/100 ($15,500,000.00) Dollars (the "Revenue Bonds") to finance the Project; and,

WHEREAS, a portion of the proceeds of the Revenue Bonds will be used for the purpose of (a) financing the cost of acquisition and renovation of the Project and (b) paying certain costs of issuance of the Revenue Bonds, and the balance of which will be used to finance two additional multifamily residential rental properties located in Utah and Louisiana, respectively;

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended, including the U.S. Treasury Regulations promulgated thereunder (collectively, the "Code"), requires as a condition of exclusion from gross income for federal income tax purposes of the interest on private activity bonds, that the issuance of private activity bonds, as defined in Section 141(a) of the Code, such as the Revenue Bonds be approved, after a public hearing following reasonable public notice, by the governmental unit on behalf of which such bonds are to be issued and the governmental unit having jurisdiction over the area in which the bond financed property is located; and,

WHEREAS, the City Council constitutes the elected legislative body of the City; and,

WHEREAS, the Company has represented to the City that the Issuer, as the issuer of the Bonds, has approved or will approve prior to the issuance of the Revenue Bonds, the issuance of the Revenue Bonds and the financing of the Project consistent with all applicable requirements of federal and state law (including but not limited to Section 147(f) of the Code); and,

WHEREAS, the Company has requested the City Council, pursuant to Section 147(f) of the Code Section 66.0304(11)(a) of the Wisconsin Statutes, to approve the issuance by the Issuer of the Revenue Bonds for the purpose of providing funds to the Company to finance the Project; and,

WHEREAS, on July 27, 2018, the Company published in *The State*, a newspaper of general circulation in the City, a notice of public hearing to be held on Tuesday, August 14, 2018, at 6.00 p.m. or as soon thereafter as such matters may be heard in the City Council Chambers of the City Hall of the City of Columbia, 1737 Main Street, Columbia, South Carolina, to consider the issuance by the Issuer of the Revenue Bonds and nature of the Project to be financed with the proceeds of the Revenue Bonds; and,

WHEREAS, the public hearing so noticed, as indicated by the copy of the notice as it appeared in *The State* attached hereto as Exhibit A, was duly held by the City Council on August 14, 2018, during which hearing members of the public were afforded the opportunity to express their views on the issuance by the Issuer of the Revenue Bonds and the use of a portion of the proceeds thereof to finance the Project; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2018, as follows:

Section 1. The issuance by the Issuer of the Revenue Bonds in an aggregate amount not to exceed $15,500,000 for the purpose of providing funds to the Company to finance the Project is hereby approved pursuant to and in accordance with Section 147(f) of the Code.

Section 2. A hearing open to the public was held on August 14, 2018, for which due and reasonable public notice was given to City of Columbia, South Carolina (the "Jurisdiction") in accordance with the provisions of law and the procedures established therefor.

Section 2. Such approval by the City Council shall not be construed as (i) an endorsement of the creditworthiness of the Issuer, the Company or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Revenue Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Revenue Bonds, or (iv) approval of any building or other regulatory permits relating to the Project, and the City Council shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding or recommendation, to have waived any rights of the City, or to have caused the City to be estopped from asserting any rights or responsibilities it may have in such regard. Further, the Revenue Bonds shall not constitute an indebtedness of the State of South Carolina, the City or any political subdivision thereof, but shall be payable solely from revenues of the Company pledged to the payment of the Revenue Bonds. The approval by the City Council of the issuance of the Revenue Bonds by the Issuer to finance the Project shall not be construed to obligate the City to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Revenue Bonds or the acquisition and renovation of the Project.

Section 3. This Resolution shall take effect immediately upon its adoption.

Section 4. That the provisions of this Resolution are hereby declared to be separable, and if any section, phrase or provision shall, for any reason, be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 5. That all ordinances, resolutions or orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby superseded.

Requested by:

Assistant City Manager Palen

Approved by:

City Manager

Approved as to form:

Assistant City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

DRAFT

EXHIBIT "A"
NOTICE OF PUBLIC HEARING
RESOLUTION NO.: R-2018-068

You are hereby notified that on the 14th day of August, 2018, at 6:00 p.m. or as soon thereafter as such matters may be heard in the City Council Chamber at the City Hall of the City of Columbia, 1737 Main Street, Columbia, South Carolina 29201, the Mayor and City Council (the "City Council") of the City of Columbia, South Carolina (the "City") will hold a public hearing on the proposed issuance by the Public Finance Authority (the "Issuer") of its multifamily rental housing revenue bonds, in one or more series, in the aggregate principal amount not to exceed $15,500,000 (the "Revenue Bonds") for the purposes described below.

The proceeds of such Revenue Bonds, when and if issued, will be loaned by the Issuer to 2018 IAVF Riverside LLC, a South Carolina limited liability company (the "Borrower"). A portion of the proceeds of the Revenue Bonds will be used by the Borrower to finance the acquisition and renovation of a multifamily residential rental property located at 3245 Lucius Road, Columbia, South Carolina and known as Riverside Apartments (the "Project") and to finance the costs of issuance incurred in connection with the Bonds. The initial owner, operator or manager of the Facility is expected to be the Borrower.

The public hearing is required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"). The public is invited to present their comments at the time and place set forth above. The hearing is being held for the purpose of affording all taxpayers or residents of the City of Columbia, South Carolina, and other interested persons, an opportunity to express their views, both orally and in writing, on the proposed issuance of the Revenue Bonds by the Issuer and the nature and location of the Project funded with proceeds of the Revenue Bonds. Any person interested in the proposed issuance of the Revenue Bonds by the Issuer or the location or nature of the Project may appear and be heard at the public hearing.

THE REVENUE BONDS WILL NOT CONSTITUTE AN INDEBTEDNESS OF THE STATE OF SOUTH CAROLINA, THE CITY OR ANY POLITICAL SUBDIVISION THEREOF, but will be payable by the Issuer solely from revenues of the Borrower pledged to the payment of the Revenue Bonds. The Revenue Bonds will not constitute a charge against the general credit of the State of South Carolina, the City or any political subdivision thereof or the taxing powers of the State of South Carolina or the City.

Comments made at the hearing and the meeting are for the consideration of the City Council and will not bind any legal action to be taken by the City Council in connection with the consideration and approval of the issuance of the Revenue Bonds by the Issuer.

PUBLIC FINANCE AUTHORITY
CITY OF COLUMBIA, SOUTH CAROLINA

DRAFT

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 134 Coopers Nursery Road; TMS# 28900-03-17**

PURPOSE: **Ordinance No.: 2018-035 - Annexing and Incorporating 134 Coopers Nursery Road, Richland County TMS #28900-03-17 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015**

Council District: 4

Proposal: Request to annex, annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Planned Unit Development Residential District (PUD-R). The property is currently classified as Neighborhood-Medium Density and zoned PDD by Richland County.

Applicant: Pecan Grove at Woodcreek Farms, LLC/HVP3 Development LLC

Staff Recommendation: Approval

PC Recommendation: 06/04/2018; Approval (6-0)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX-2018-0006_WoodcreekFarmsD14 (PDF)
- #b: 2018-035 annex-incorporate 134 Coopers Nursery (PDF)

CITY COUNCIL

August 14, 2018 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
134 Coopers Nursery Road; TMS# 28900-03-17

Council District:	4
Proposal:	Request to annex, annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Planned Unit Development Residential District (PUD-R). The property is currently classified as Neighborhood-Medium Density and zoned PDD by Richland County.
Applicant:	Pecan Grove at Woodcreek Farms, LLC/HVP3 Development LLC
Staff Recommendation:	Approval
PC Recommendation:	06/04/2018; Approval (6-0)
ZPH, 1st Reading:	07/17/2018; Rescheduled
ZPH, 1st Reading:	08/14/2018; Pending
2nd Reading:	09/04/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 19.33 acres
Current Use: Vacant
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current Richland County Land Use: Neighborhood – Medium Density
Proposed Land Use Classification: Urban Edge Residential – Large Lot (UER-2)
Current Richland County Zoning: PDD
Proposed Zoning: Planned Unit Development-Residential District (PUD-R)
Census Tract: 114.07

DETERMINATION FOR CITY SERVICES

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

Police
We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD approximately **$15,000** annually to provide service for the proposed 32 single-family attached residences based upon current calls for service in nearby areas of the City of Columbia.

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

Solid Waste
The cost associated with solid waste service for this property is **$187.00** annually per household.

Engineering
Because water lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. This property is serviced by another sewer provider as it is outside of the City of Columbia sewer service area.

Water Customer Care
Annexation will result in an approximately **40% reduction** in water and sewer service rates for the property. As a new development is proposed, this would all be new revenue.

Planning & Development Services
This property is within a "Donut Hole" surrounded by the City of Columbia and we recommend annexation of this property. The proposed development consists of a neighborhood of approximately 32 single-family attached residences. The annual City property tax revenue generated for this development, as proposed, will be approximately **$29,000.**

* Estimated City Tax Revenue is based on 2017 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002209))).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" as identified in the Urban Service Area Map

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

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential – Large Lot (UER-2); the property is currently classified as Neighborhood – Medium Density by Richland County.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block apttern found in the urban

neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types:

- Single-family Detached
  *Accessory dwelling units

Tertiary Types:

- Single-family Attached
- Two-family
- Three-family
- Small Format Business/Employment
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned PDD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R). Surrounding parcels within unincorporated Richland County are currently zoned PDD.

The proposed City of Columbia zoning district is Planned Unit Development-Residential District (PUD-R).

Planned Unit Development-Large Scale (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.
(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.
(3) PUD-LS Planned Unit Development-Large Scale. The PUD-LS is intended for applicant with parcels in excess of 25 acres.

(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

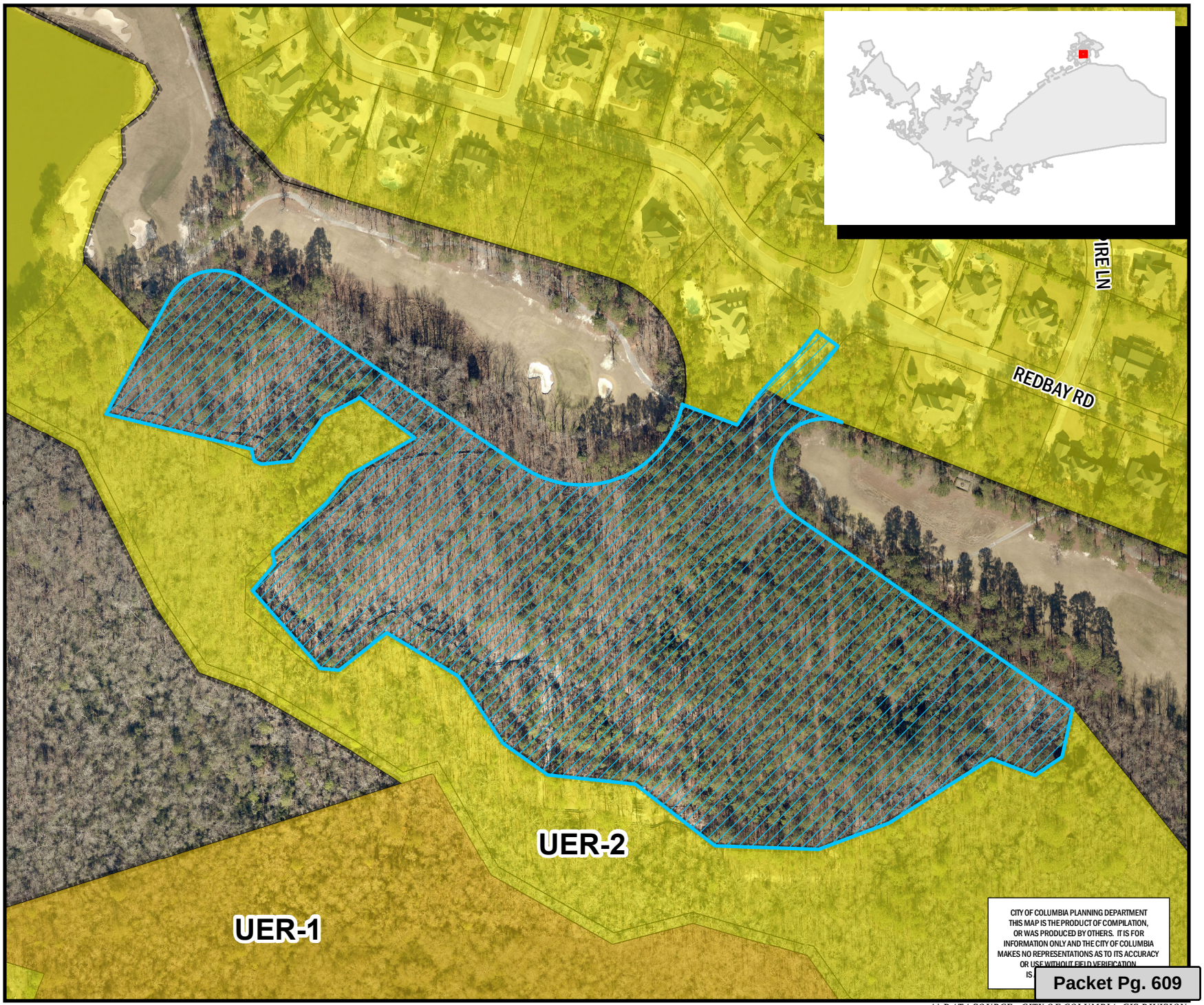
STAFF RECOMMENDATION

Staff recommends City Council annex the property and assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Planned Unit Development Residential District (PUD-R) at the time of annexation.

Future Land Use Map

134 Coopers Nursery Road; TMS 28900-03-17;
Existing FLU: Neighborhood-Medium Density, Proposed FLU: UER-2

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 14, 2018

CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
We Are Columbia

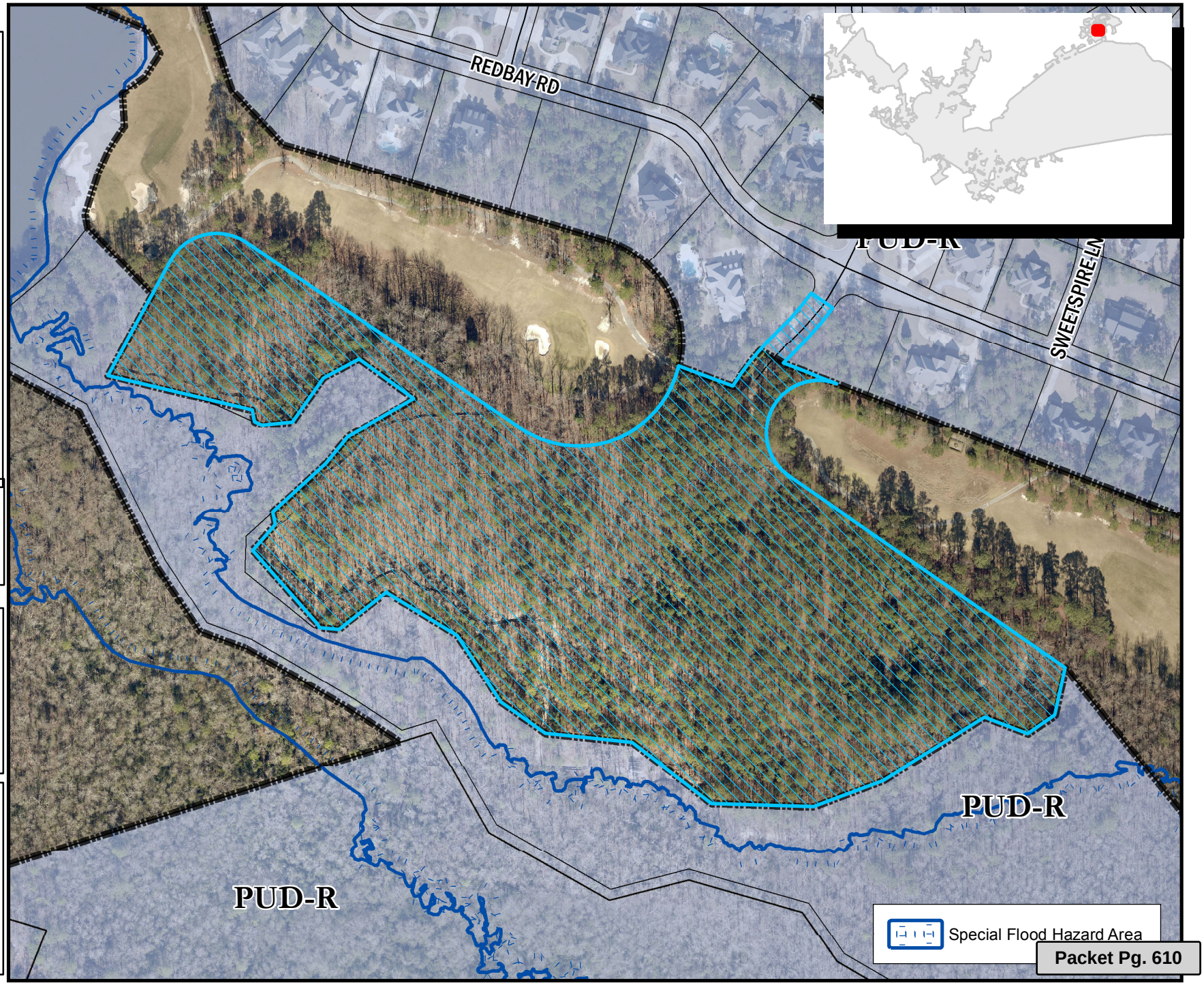
*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

134 Coopers Nursery Road, TMS# 2890
Existing Zoning: PDD, Proposed Zoning: PUD-R

47.a

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	

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 14, 2018

DISCLAIMER:
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CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-035

Annexing and Incorporating 134 Coopers Nursery Road, Richland County TMS #28900-03-17 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 _____, 2018, 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 Planned Unit Development-Residential District (PUD-R), apportioned to City Council District 4, Census Tract 114.07, contains 19.33 acres, and shall be assigned a land use classification of Urban Edge Residential-Large Lot (UER-2).

PROPERTY DESCRIPTION:	See Attached Exhibit "A"
Richland County TMS NO.:	28900-03-17

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

Requested by:

Assistant City Manager Gentry

Approved by:

_____
City Manager

Approved as to form:

_____
Assistant City Attorney

Introduced:
Final Reading:

_____
Mayor

ATTEST:

_____
City Clerk

Last revised: 6/14/2018
18001173

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-035

All that certain piece, parcel, lot or tract of land, with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Twenty Five and 16/100 (25.16) acres, more or less, on Plat prepared for Woodcreek Farms Development, Area D14, Phase 4 by United Design Services, Inc., dated December 19, 2007, and recorded in the Office of the ROD for Richland County on December 12, 2012 in Record Book R 1820 at page 530 and being bounded and measuring as shown thereon.

Last revised: 6/14/2018
18001173

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: May 16, 2018

RE: **Property Address:** 134 Coopers Nursery Road
Richland County TMS#: 28900-03-17
Owner(s): Pecan Grove at Woodcreek Farms, LLC / HVP3 Development LLC
Current Use: Vacant
Proposed Use: Single Family Residential
Current County Land Use: Neighborhood Medium Density
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Planned Development District (PDD)
Proposed City Zoning: Planned Unit Development - Residential (PUD-R)
Reason for Annexation: Municipal Services/Donut Hole
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 **June 4, 2018** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

cc:
Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Aubrey Jenkins, Fire Chief
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Deputy Business License Administrator
Angela Adams, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Denny Daniels, Engineering
Carolyn Wilson, Police Planning & Research
Alfreda Tindall, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Dana Higgins, Director, Engineering
Jan Alonso, Finance Director
Gloria Saaed, Community Development Director
George Adams, Fire Marshal
Rachel Bailey, Zoning Administrator
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 Land Use Recommendation: UER-2 (Land Use classification) by 6 -0 on 6/4/18 (mm/dd/yyyy).

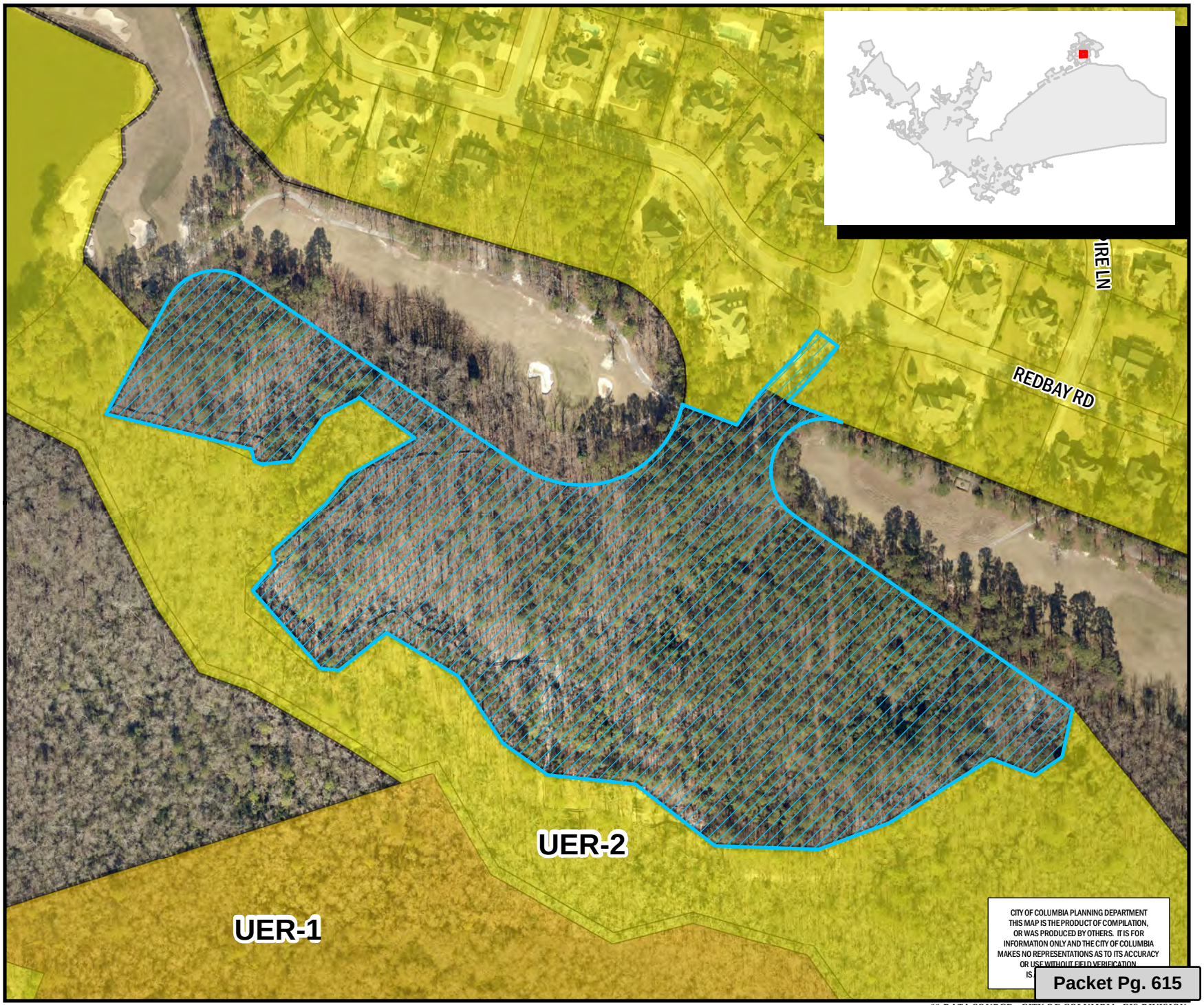
Planning Commission Zoning Recommendation: PUD-R (Zoning classification) by 6 -0 on 6/4/18 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

Future Land Use Map

134 Coopers Nursery Road; TMS 28900-03-17;
Existing FLU: Neighborhood-Medium Density, Proposed FLU: UER-2

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 14, 2018

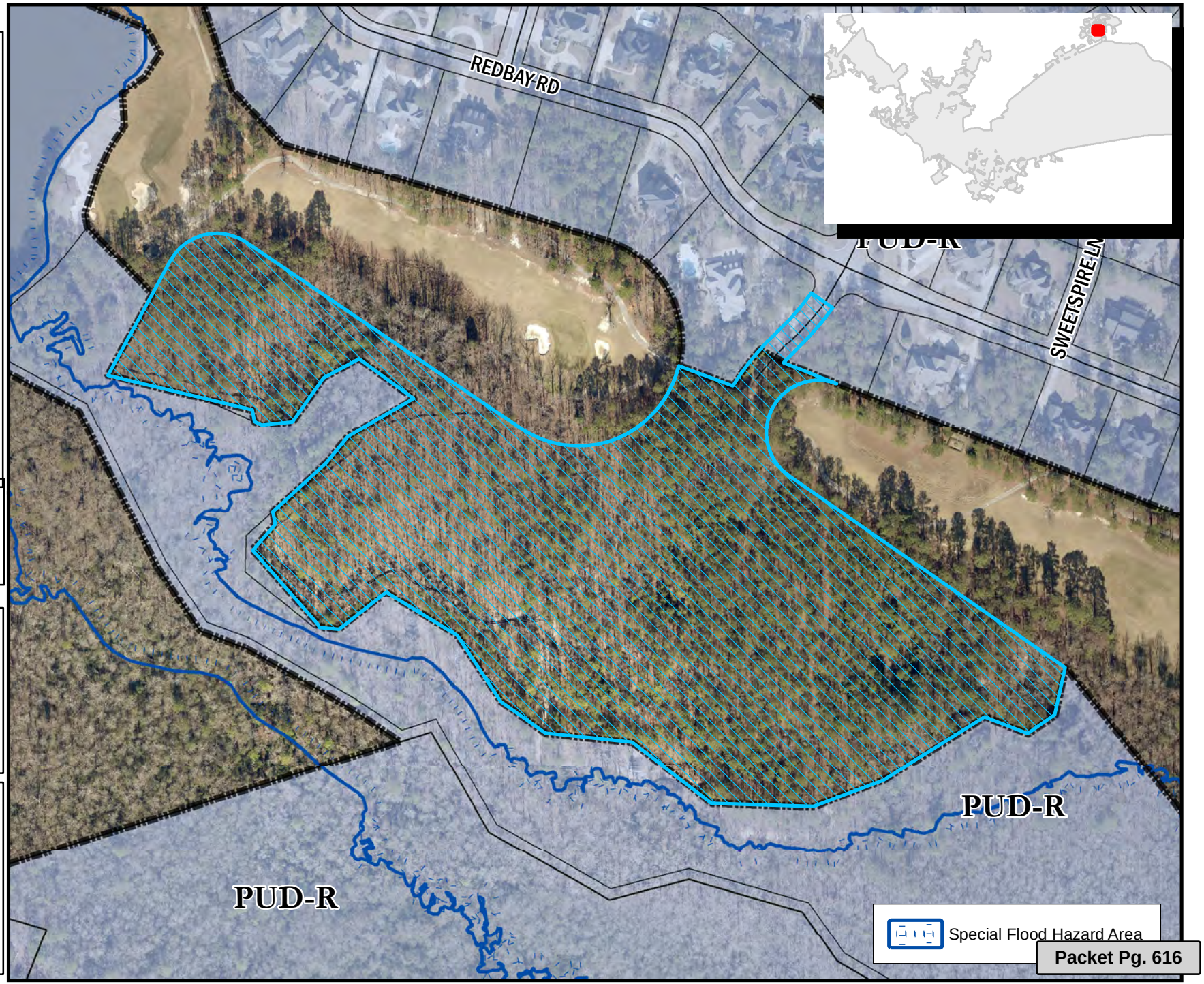
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

134 Coopers Nursery Road, TMS# 2890
Existing Zoning: PDD, Proposed Zoning: PUD-R

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	

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 14, 2018

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We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

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

Property Description: All that certain piece, parcel, lot or tract of land, with any improvements therein, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Twenty Five and 16/100 (25 .16) acres, more or less, on Plat prepared for Woodcreek Farms Development, Area D14, Phase 4 by United Design Services, Inc. dated December 19, 2007 and recorded in the Office of the ROD for Richland County on December 14, 2012 in Record Book R 1820 at page 530 and being bounded and measuring as shown thereon.

Richland County TMS: 28900-03-17
Property Address: 134 Coopers Nursery Road

Owner:

Pecan Grove at Woodcreek Farms, LLC

BY: _____ Date: MAY 11, 2018
Signature

EDWIN H. COOPER JR. Its: AUTH. REP.
(Print or Type Name) (Print or Type Title)

Buyers:

HVP3 Development LLC

BY: _____ Date: 5-11-18
Signature

Harold Pickrel III Its: Owner
(Print or Type Name) (Print or Type Title)

Cascata Development LLC

BY: _____ Date: 5-11-18
Signature

Harold Pickrel III Its: Manager
(Print or Type Name) (Print or Type Title)

Book 2304-1099
2018033732 05/18/2018 13:16:26:130
Fee: $0.00 County Tax: $0.00 Notice State Tax: $0.00
2018033732 John T. Hopkins II Richland County R.O.D.

VICINITY MAP

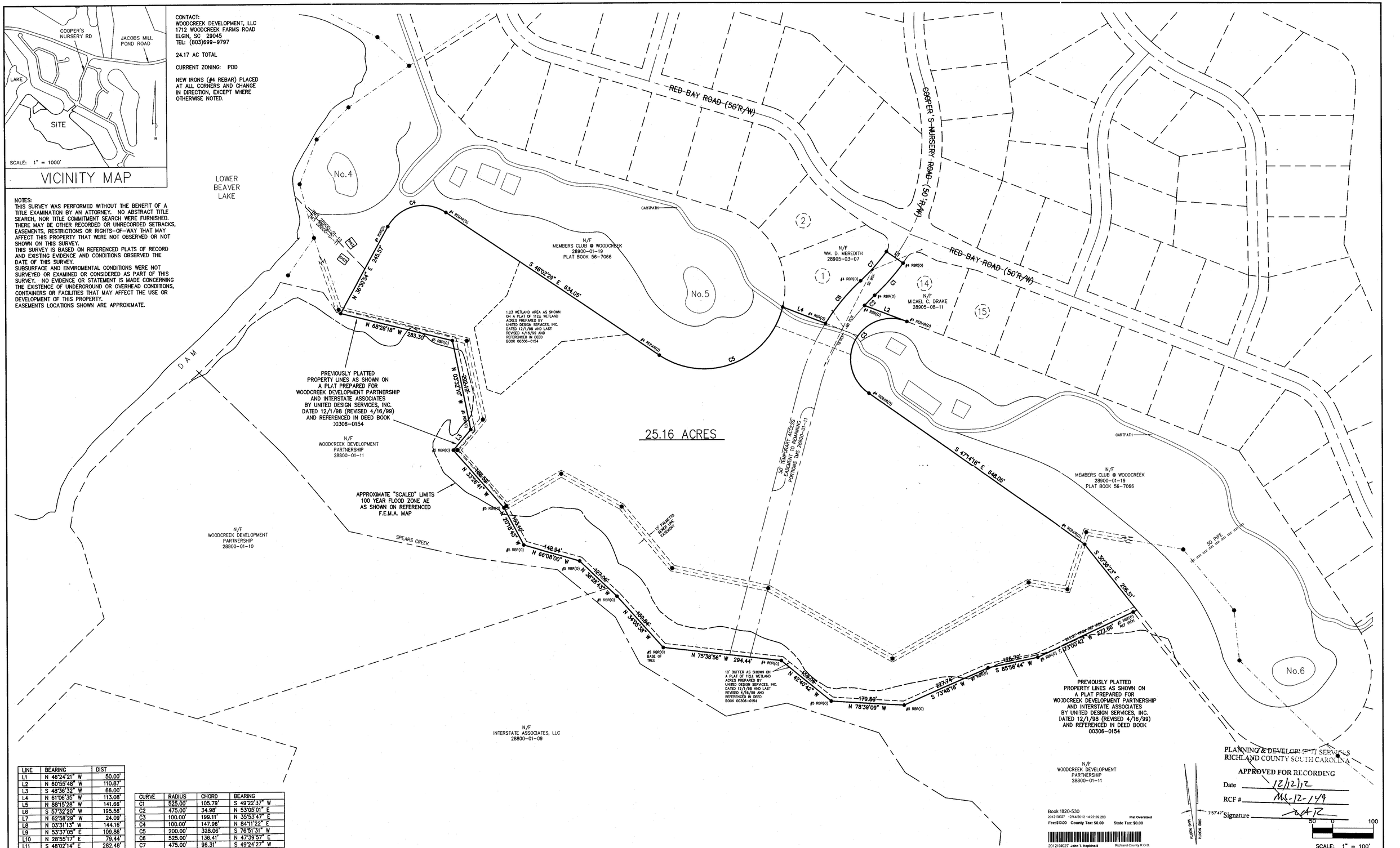
CONTACT:
WOODCREEK DEVELOPMENT, LLC
1712 WOODCREEK FARMS ROAD
ELGIN, SC 29045
TEL: (803)699-9797

24.17 AC TOTAL

CURRENT ZONING: PDD

NEW IRONS (#4 REBAR) PLACED AT ALL CORNERS AND CHANGE IN DIRECTION, EXCEPT WHERE OTHERWISE NOTED.

NOTES:
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY. NO ABSTRACT TITLE SEARCH, NOR TITLE COMMITMENT SEARCH WERE FURNISHED. THERE MAY BE OTHER RECORDED OR UNRECORDED SETBACKS, EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY THAT MAY AFFECT THIS PROPERTY THAT WERE NOT OBSERVED OR NOT SHOWN ON THIS SURVEY.
THIS SURVEY IS BASED ON REFERENCED PLATS OF RECORD AND EXISTING EVIDENCE AND CONDITIONS OBSERVED THE DATE OF THIS SURVEY.
SUBSURFACE AND ENVIROMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
EASEMENTS LOCATIONS SHOWN ARE APPROXIMATE.



LINE	BEARING	DIST
L1	N 46°24'21" W	50.00'
L2	N 60°55'48" W	110.87'
L3	S 48°36'32" W	66.00'
L4	N 61°06'35" W	113.08'
L5	N 88°15'28" W	141.66'
L6	S 57°32'20" W	195.56'
L7	N 62°58'29" W	24.09'
L8	N 03°31'13" W	144.16'
L9	N 53°37'05" E	109.86'
L10	N 28°55'17" E	79.44'
L11	S 48°02'14" E	282.48'

CURVE	RADIUS	CHORD	BEARING
C1	525.00'	105.79'	S 49°22'37" W
C2	475.00'	34.98'	N 53°05'01" E
C3	100.00'	199.11'	N 35°53'47" E
C4	100.00'	147.96'	N 84°11'22" E
C5	200.00'	328.06'	S 76°51'31" W
C6	525.00'	136.41'	N 47°39'57" E
C7	475.00'	96.31'	S 49°24'27" W

PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA
APPROVED FOR RECORDING
Date 12/12/12
RCF # MS-12-149
Signature

Book 1820-530
2012104027 12/14/2012 14:22:29:263 Plat Oversized
Fee:$10.00 County Tax: $0.00 State Tax: $0.00
2012104027 John T. Hopkins II Richland County R.O.D.

SCALE: 1" = 100'

UNITED DESIGN SERVICES, INC.
LAND SURVEYING SERVICES
140 FRIARSGATE BLVD., IRMO, SC 29063 (803)750-9142

I HAVE CONSULTED THE F.E.M.A. FLOOD INSURANCE RATE MAP PANEL 45079C0165K DATED 09/29/2010 AND TO THE BEST OF MY KNOWLEDGE & BELIEF, THE PROPERTY IS LOCATED IN ZONES "X" AND "AE" AS SHOWN THEREON.
I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREIN IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE RICHLAND COUNTY SUBDIVISION REGULATIONS, AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN THOSE REGULATIONS.
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

WILLIAM M. BRASINGTON, PROFESSIONAL LAND SURVEYOR – No.9312

SEAL

PLAT PREPARED FOR

WOODCREEK FARMS DEVELOPMENT
AREA D14, PHASE 4

RICHLAND COUNTY near COLUMBIA, SOUTH CAROLINA

MAG NORTH

NO.	DATE	REVISION / DESCRIPTION	BY

SOUTH CAROLINA UNITED DESIGN SERVICES, INC. No. C00574 CERTIFICATE OF AUTHORIZATION

DATE: 19 DEC 2007
T.M.S.#: 28800-01-11
DWG.#: UB-1148
SHEET 1 OF 1

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 107 Riding Grove Road, 123 Riding Grove Road, 139 Riding Grove Road, 167 Riding Grove Road, 1113 Old National Highway and 160 Riding Grove Road; TMS# 28900-01-27, 28900-01-31, 28900-01-28, 28900-01-29, 28904-03-01 and 28904-03-02**

PURPOSE: **Ordinance No.: 2018-048 - Annexing and Incorporating 10 7 Riding Grove Road, 123 Riding Grove Road, 139 Riding Grove Road,167 Riding Grove Road, 1113 Old National Highway and 160 Riding Grove Road; Richland County TMS# 28900-01-27, 28900-01-31, 28900-01-28, 28900-01-29, 28904-03-01 and 28904-03-02 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015**

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood-Medium Density and zoned RS-MD, RU and PDD by Richland County.

Applicant: Cascata Development, LLC, Jean Thigpen Cooper, Decker Village Investors, Inc. and Woodcreek Farms, Inc.

Staff Recommendation: Approval

PC Recommendation: 07/09/2018; Approval (5-0)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX-2018-0014_WoodcreekFarms (PDF)
- #b: 2018-048 annex-incorporate Riding Grove and Old National Hwy (PDF)

CITY COUNCIL

August 14, 2018 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
107 Riding Grove Road, 123 Riding Grove Road, 139 Riding Grove Road, 167 Riding Grove Road, 1113 Old National Highway and 160 Riding Grove Road; TMS# 28900-01-27, 28900-01-31, 28900-01-28, 28900-01-29, 28904-03-01 and 28904-03-02

Council District:	4
Proposal:	Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood-Medium Density and zoned RS-MD, RU and PDD by Richland County.
Applicant:	Cascata Development, LLC, Jean Thigpen Cooper, Decker Village Investors, Inc. and Woodcreek Farms, Inc.
Staff Recommendation:	Approval
PC Recommendation:	07/09/2018; Approval (5-0)
ZPH, 1st Reading:	08/14/2018; Pending
2nd Reading:	09/04/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 28.14 acres
Current Use: Commercial Nursery / Single Family Residence / Vacant
Proposed Use: Single Family Residential
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
Current Richland County Land Use: Neighborhood - Medium Density
Proposed Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current Richland County Zoning: RS-MD, RU and PDD
Proposed Zoning: Planned Unit Development-Residential District (PUD-R)
Census Tract: 114.07

DETERMINATION FOR CITY SERVICES

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

Police
We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD approximately **$22,000** annually to provide service for the proposed 93 single-family attached residences based upon current calls for service in nearby areas of the City of Columbia.

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

Solid Waste
The cost associated with solid waste service for this property is **$187.00** annually per household.

Engineering
Because water lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. This property is serviced by another sewer provider as it is outside of the City of Columbia sewer service area.

Water Customer Care
Annexation will result in an approximately **40% reduction** in water service rates for the property.

Planning & Development Services
This property is within a designated "Secondary" Urban Service Area and we recommend annexation of this property. The proposed development consists of a neighborhood of approximately 93 single-family attached residences. The annual City property tax revenue generated for this development, as proposed, will be approximately **$41,000.**

* Estimated City Tax Revenue is based on 2017 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002209))).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Secondary Area" as identified in the Urban Service Area Map

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

Secondary areas are those areas where the City determines it logical or advantageous to provide services, but where all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. Annexation in these areas may occur, but a more detailed analysis will be needed to determine the possible impact on revenue. As is stated in the policy, these areas may include "higher value" properties that would prove beneficial to revenues.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential Small Lot (UER-1); the property is currently classified as Neighborhood - Medium Density by Richland County.

Urban Edge Residential Small Lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern

found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types:

- Single-family Detached

Tertiary Types:

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

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcels are currently zoned RS-MD, RU and PDD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential to the East, South and North. Surrounding parcels within unincorporated Richland County are currently zoned RU.

The proposed City of Columbia zoning district is Planned Unit Development-Residential District (PUD-R). The subject property is ±28.14 acres and is identified as "Area A13" and "Area A13b" in the *Woodcreek Farms Planned Unit Development General Development Plan (GDP).* Area A13 is the proposed Phase III of *The Grove* at Woodcreek Farms, and the *GDP* classifies the land use for this area as single family residential, "RS-2". The *GDP's* land use for area A13b will also be single family residential; however this area will not be a part of *The Grove Phase III*.

While four parcels within this application are new to the *General Development Plan*, parcels TMS#s 28904-03-01 and 28904-03-02 are already identified within the *General Development Plan* (previously a plant nursery) and are being reclassified from "Commercial C-3".

Planned Unit Development-Large Scale (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.
(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(3) PUD-LS Planned Unit Development-Large Scale. The PUD-LS is intended for applicant with parcels in excess of 25 acres.

(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

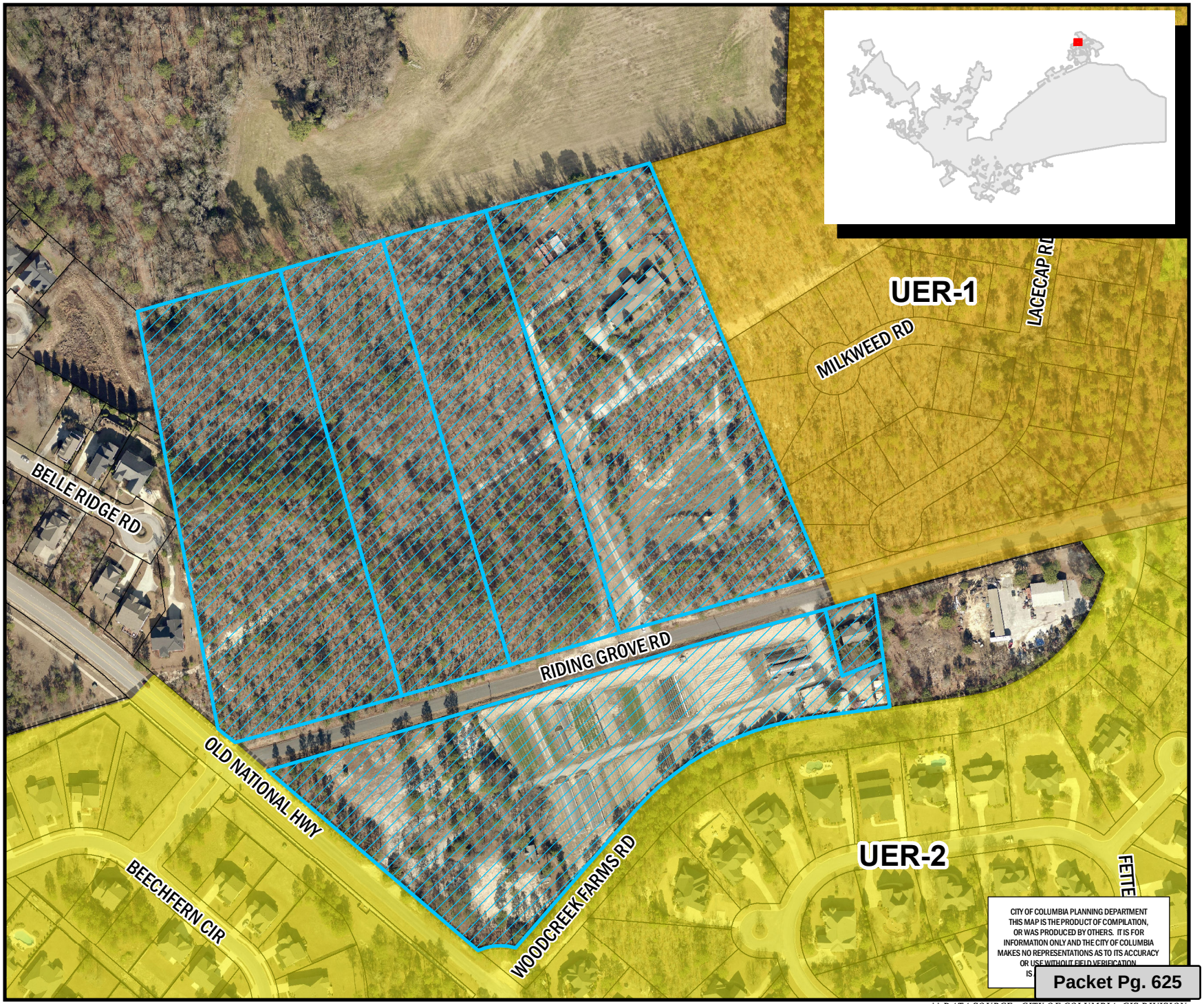
STAFF RECOMMENDATION

Staff recommends City Council annex the property and assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Unit Development Residential District (PUD-R) at the time of annexation.

Future Land Use Map

107 Riding Grove Road, 123 Riding Grove Road, 139 Riding Grove Road, 167 Riding Grove Road, 1113 Old National Highway and 160 Riding Grove Road
TMS# 28900-01-27, 28900-01-31, 28900-01-28, 28900-01-29, 28904-03-01 and 28904-03-02
Existing FLU: Neighborhood-Medium Density, Proposed FLU: UER-1

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
June 13, 2018

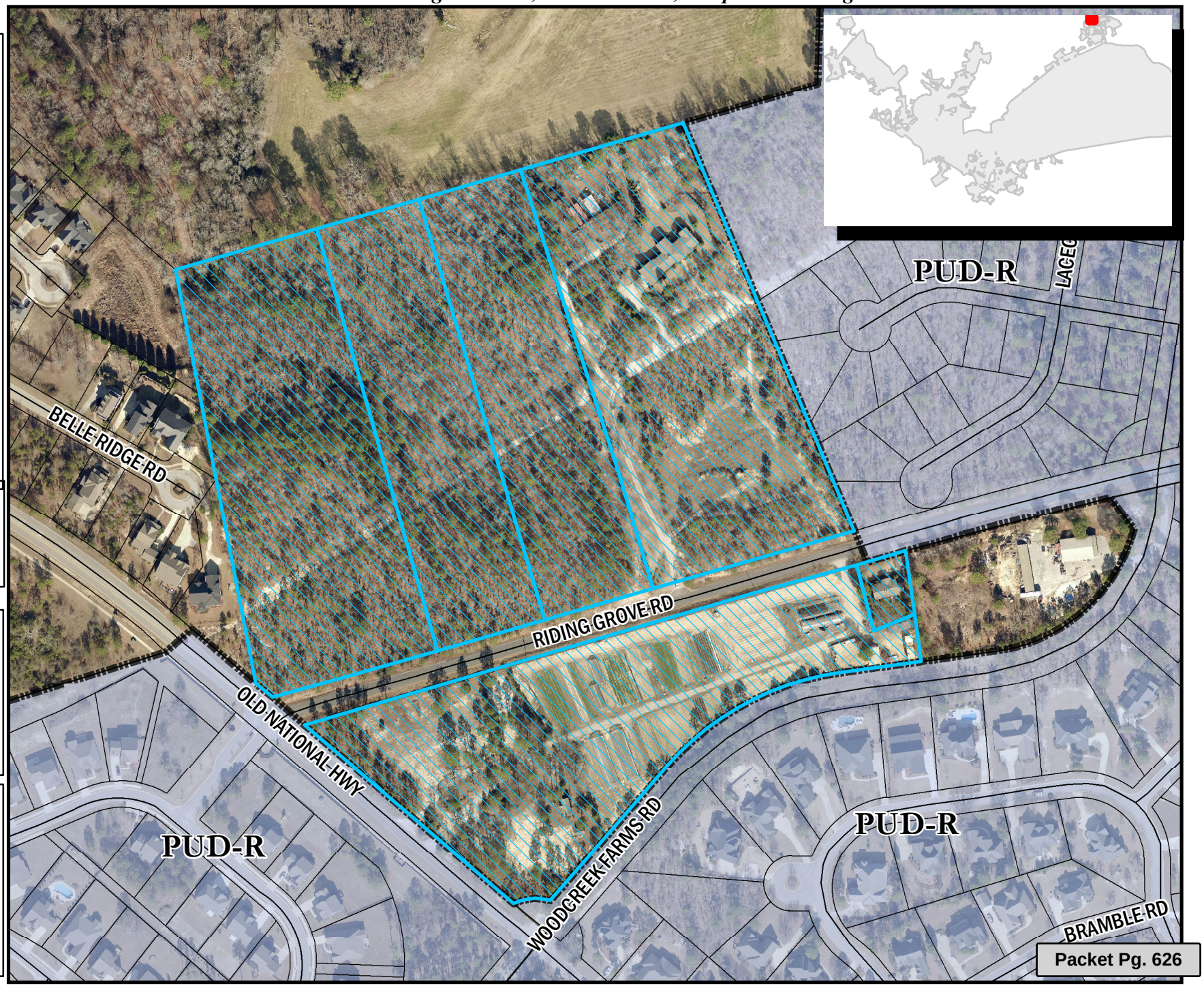
CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA
We Are Columbia

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

107 Riding Grove Road, 123 Riding Grove Road, 139 Riding Grove Road, 167 Riding Grove Road, 1113 Old National Highway and 160 Riding Grove Road; TMS# 28900-01-27, 28900-01-31, 28900-01-28, 28900-01-29, 28904-03-01 and 28904-03-02; Current Zoning: RS-MD, RU and PDD; Proposed Zoning: PUD-R



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 60 120 240 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
June 13, 2018

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

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

WOODCREEK FARMS
LAND ALREADY DEVELOPED

PARCEL ID	ZONING ID	DEVELOPED LAND	AMOUNT IN LAKES/ PONDS	AMOUNT IN WETLANDS	TOTAL LAND
A9	RS-1	73.48 AC			73.48 AC
Apartments	C-3	16.83 AC			16.83 AC
B2	RS-1	37.50 AC	15.05 AC		52.55 AC
B5a	RG-1	7.86 AC			7.86 AC
B5b	RG-1	2.12 AC			2.12 AC
D3	RG-1	16.93 AC			16.93 AC
D4 + 4a	RS-1 / RG-1	39.54 AC	22.50 AC		62.04 AC
D5	RS-1	36.00 AC	18.09 AC		54.09 AC
D8	RS-1	31.00 AC			31.00 AC
D14 + D15	RS-1	107.30 AC		3.81 AC	111.11 AC
D17	RS-1	39.19 AC		3.78 AC	42.97 AC
Wdcrk Village	PUD	14.00 AC			14.00 AC
Shell Station	C-3	1.41 AC			1.41 AC
Wdcrk Nursery	C-3	8.93 AC			8.93 AC
Collector Roads		40.32 AC			40.32 AC
	TOTALS	472.21 AC	55.64 AC	7.59 AC	536.16 AC

WOODCREEK FARMS
LAND AVAILABLE FOR DEVELOPMENT

PARCEL ID	ZONING ID	DEVELOPABLE LAND	AMOUNT IN LAKES/ PONDS	AMOUNT IN WETLANDS	TOTAL LAND
A1	C-3	9.0 ac			9.0 ac
A2	RS-2	37.99 AC	2.68 AC	5.05 AC	45.72 AC
A3	RS-1	25.60 AC		2.64 AC	28.24 AC
A4	RS-1	96.84 AC	18.81 AC	18.25 AC	131.9 AC
A5	RS-1	25.97 AC		2.65 AC	28.62 AC
A6a	RG-1	22.97 AC	14.31 AC	2.86 AC	40.14 AC
A6b	RG-1	6.73 AC			6.73 AC
A7	RG-1	18.19 AC	14.28 AC		32.47 AC
A8	RG-1	7.31 AC	5.68 AC	1.69 AC	14.68 AC
A10b	C-1	50.1 AC		7.11 AC	57.21 AC
A11	RS-2	54.08 AC			54.08 AC
A12	RG-1	40.61 AC	0.73 AC		41.34 AC
A15	RG-1	24.50 AC			24.50 AC
WDCRK VILL	PUD	13.00 AC		3.00 AC	16.00 AC
B1	RG-1	10.91 AC	3.69 AC	7.76 AC	22.36 AC
B2-PH3	RS-1	9.22 AC		5.19 AC	14.41 AC
B3	RS-1	23.19 AC		2.67 AC	25.86 AC
B4	RG-1	16.76 AC			16.76 AC
B5	RG-1	21.00 AC			21.00 AC
B6	RS-1	36.91 AC		0.92 AC	37.83 AC
B7	RS-1	35.56 AC	2.44 AC		38.00 AC
B8	RS-1	26.86 AC		15.96 AC	42.82 AC
B9	RS-1	50.04 AC		32.77 AC	82.81 AC
B10	RS-1	21.01 AC	2.09 AC	42.19 AC	65.29 AC
C1	RG-2	22.10 AC		1.83 AC	23.93 AC
C2	RS-2	21.00 AC			21.00 AC
C3	RS-2	56.77 AC		26.11 AC	82.88 AC
C4	RS-2	30.45 AC		24.17 AC	54.62 AC
C5	RS-2	30.97 AC	2.90 AC	7.64 AC	41.51 AC
C6	RS-2	29.42 AC	6.55 AC		35.97 AC
D1	RG-1	14.69 AC		1.78 AC	16.47 AC
D2	RG-1	19.16 AC	9.45 AC	11.09 AC	39.70 AC
D6	C-1	37.17 AC			37.17 AC
D7	MF RG-1	17.89 AC	2.04 AC		19.93 AC
D9	C-1	21.82 AC		0.59 AC	22.48 AC
D11	C-1	62.03 AC			62.03 AC
D13	RG-1	7.1 AC			7.1 AC
D13 out parcel	RG-1	0.9 AC			0.9 AC
D14	RS-1	24.20 AC			24.20 AC
D15	RS-1	2.71 AC		4.35 AC	7.06 AC
D18	RS-1	1.69 AC		11.59 AC	13.28 AC
D19	C-1	2.3 AC			2.3 AC
WDCRK COMM	C-3	67.11 AC			67.11 AC
A-13	RS-2	24.6 ac			24.6 ac
A-13b	RS-1	1.7 ac			1.7 ac
A-14	RS-2	53.0 ac		14.1 ac	24.6 ac
	TOTALS	1233.12 ac	85.65 ac	251.93 ac	1570.7 ac

WOODCREEK FARMS

GOLF COURSE + CLUB HOUSE

214.29 AC

WETLAND PRESERVE

110.25 AC

SITE TOTAL (INCLUDING WETLANDS, PONDS, LAKES):

DEVELOPED AREAS = 536.16 ACRES
UNDEVELOPED AREAS = 1,477.30 ACRES
GOLF COURSE AREA = 214.29 ACRES
WETLAND PRESERVE = 110.25 ACRES
TOTAL = 2,338 ACRES

**ALL ACREAGES AND AREAS AREA APPROXIMATE ONLY. BOUNDARIES HAVE NOT BEEN CONFIRMED BY SURVEY.

High Density
Medium Density
Low Density
Estate Lots
Commercial/ High Density/ Development Undecided

= PROPOSED LAND TO CHANGE ZONING AS SHOWN ON PLAN

PROPOSED LAND TO BE ADDED AS SHOWN

250
500
1000
SCALE: 1"= 700'-0"

MARCH 15, 1996
REVISED 5/12/04
WCC

GENERAL DEVELOPMENT PLAN: EXISTING AND PLANNED USES

WOODCREEK FARMS PLANNED UNIT DEVELOPMENT (PUD-2) DRAWING

2338 AC

RICHLAND COUNTY, S.C.

WOODCREEK DEVELOPMENT PARTNERSHIP

5217 North Trenholm Road Columbia, South Carolina 29206
(803) 787-4121

WOODCREEK FARMS
LAND ALREADY DEVELOPED

Parcel ID	Zoning ID	Developed Land	Amount in Lakes/Ponds	Amount in Wetlands	Total Land
A6a	RG-1	23.0	14.3	2.9	40.1
A6b	RG-1	6.7			6.7
A9	RS-1	73.5			73.5
A11	RS-2	54.1			54.1
A12	RG-1	40.6	.7		41.3
A15	RG-1	24.5			24.5
Apartments	C-3	16.8			16.8
Wdcrk Vill	PUD	13.0		3.0	16.0
B2	RS-1	37.3	15.1		52.4
B4	RG-1	16.8			16.8
B5	RG-1	21.0			21.0
B5a	RG-1	7.9			7.9
B5b	RG-1	2.1			2.1
B6	RS-1	36.9		0.9	37.8
B7	RS-1	35.6	2.4		38
B8	RS-1	26.9		15.9	42.8
D1	RG-1	14.7		1.8	16.5
D3	RG-1	16.9			16.9
D4 +4a	RS-1/RG-1	39.5	22.5		62
D5	RS-1	36.0	18.1		54.1
D6	C-1	37.2			37.2
D7	MF RG-1	17.9	2.0		19.9
D8	RS-1	31.0			31.0
D10	NA				
D11	NA				
D13 Out Parcel	RG-1	0.9			0.9
D14	RS-1	24.2			24.2
D14 + D15	RS-1	107.3		3.8	111.1
D16	RS-1	2.7		4.4	7.1
D17	RS-1	39.2		3.8	43.0
Wdrcrk Village	PUD	14.0			14.0
Shell Station	C-3	1.4			1.4
Wdcrk Nursery	C-3		Now in A13		
Collector Roads		39.2			39.2
	TOTALS	858.7	75.2	36.4	970.3

WOODCREEK FARMS
LAND AVAILABLE FOR DEVELOPMENT

Parcel ID	Zoning ID	Developable Land	Amount in Lakes/Ponds	Amount in Wetlands	Total Land
A1	C-3	9.0			9.0
A2	RS-2	38.0	2.7	5.1	45.7
A3	RS-1	25.6		2.6	28.2
A4	RS-1	96.8	18.8	16.3	131.9
A5	RS-1	26.0		2.7	28.7
A7	RG-1	18.2	14.3		32.5
A8	RG-1	7.3	5.7	1.7	14.7
A10b	C-1	50.1		7.1	57.2
A13	RS-2	24.6			24.6
A13b	RS-1	1.7			1.7
A14	RS-2	53.0		14.1	67.1
B1	RG-1	10.9	3.7	7.8	22.4
B2 PH 3	RS-1	9.2		5.2	14.4
B3	RS-1	23.2		2.7	25.9
B9	RS-1	50.0		32.8	82.8
B10	RS-1	21.0	2.1	42.2	65.3
C1	RG-2	22.1		1.8	23.9
C2	RG-2	21.0			21.0
C3	RG-2	56.8		26.1	82.9
C4	RS-2	30.5		24.2	54.6
C5	RS-2	31.0	2.9	7.6	41.5
C6	RS-2	29.4	6.6		36.0
D2	RG-1	19.2	9.5	11.1	39.7
D9	C-1	21.9		0.6	22.5
D12	C-1	62.0			62.0
D13	RG-1	7.1			7.1
D18	RS-1	1.7		11.6	13.3
D19	C-1	2.3			2.3
Wdcrk Comm	C-3	67.1			67.1
	TOTALS	**836.7**	**66.1**	**223.1**	**1126.00**

SITE TOTAL (INCLUDING WETLANDS, PONDS & LAKES)	NEW ACRES	ORIGINAL ACRES	CHANGE ACRES
DEVELOPED AREA	970.3	536.2	434.2
UNDEVELOPED AREA	1126.00	1477.3	-351.4
GOLF COURSE + CLUB HOUSE AREA	214.3	214.3	0.0
WETLAND PRESERVE	110.3	110.3	0.0
TOTAL	**2420.9**	**2338.0**	**82.7**
ORIGINAL ACREAGE	2338.0	0.0	
INCREASE ACREAGE	82.9	0.0	82.7

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-048

Annexing and Incorporating 107 Riding Grove Road, 123 Riding Grove Road, 139 Riding Grove Road, 167 Riding Grove Road, 1113 Old National Highway and 160 Riding Grove Road; Richland County TMS# 28900-01-27, 28900-01-31, 28900-01-28, 28900-01-29, 28904-03-01 and 28904-03-02 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 _____, 2018, 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 Planned Unit Development-Residential District (PUD-R), apportioned to City Council District 4, Census Tract 114.07, contains 28.14 acres, and shall be assigned a land use classification of Urban Edge Residential Small Lot (UER-1).

PROPERTY DESCRIPTION:	See Attached Exhibit "A"
Richland County TMS NO.:	28900-01-27, 28900-01-31, 28900-01-28, 28900-01-29, 28904-03-01 and 28904-03-02

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:

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 7/25/2018
18001404

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-048

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and designated as Parcel "A", containing 6.112 acres, on a plat prepared for Jim C. Bigham, Jr. and Amy S. Bigham by United Design Services, Inc., dated February 20, 2007 and recorded in the Office of the Register of Deeds for Richland County in Record Book 1286 at page 1444. Said plat is incorporated herein by reference for a more complete and accurate description.

ALSO: All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, the same being designated as Parcel B-1 containing 4.00 acres, more or less, on that plat prepared for Robert D. Stambaugh and Choonock Stambaugh dated March 14, 2005, as recorded in the Richland County ROD Office in Record Book 1043 at page 1532. Reference to said plat is incorporated herein for a more complete description of the metes, bounds, courses and distances of said parcel; be all measurements a little more or less.

ALSO: All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, the same being designated as Parcel B-2 containing 4.00 acres, more or less, on that plat prepared for Thomas F. Childress and Chong S. Childress dated March 14, 2005, as recorded in the Richland County ROD Office in Record Book 1043 at page 1531. Reference to said plat is incorporated herein for a more complete description of the metes, bounds, courses and distances of said parcel; be all measurements a little more or less.

ALSO: 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, and being shown and designated as Parcel B containing 0.26 acres, more or less, on a Plat prepared for Woodcreek Development Partnership by United Design Services, Inc., dated December 29, 1999 and recorded in the Office of the ROD for Richland County on May 18, 2010 in Book 1606 at page 894; according to said plat said parcel is bounded on the North by the right of way of Riding Grove Road for a distance of 97.40 feet; on the East by property now or formerly of Stonehenge Golf Development, LLC for a distance of 122.84 feet; on the south by Parcel A as shown on said plat for a distance of 83.73 feet and on the West by Parcel A as shown on said plat for a distance of 130.07 feet, all distances being a little more or less, reference being craved to the recorded Plat which is incorporated by reference herein for a more complete metes and bounds description of the property.

ALSO: All that certain, piece, parcel or tract of land with improvements thereon, situate, lying and being near the City of Columbia in the County of Richland, State of South Carolina, and being more particularly shown and delineated as Parcel "C" containing 7.003 Acres on a plat prepared for DAK I, LLC by United Design Services, Inc., William M. Brasington, P.L.S. dated December 27, 2002 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 745 at Page 3758, and shown thereon as having the following metes and bounds, to-wit: Beginning at an iron on the northern right-of-way margin of Riding Grove Road (S-40-2128), approximately 749.87 feet east of its intersection with Old National Highway (S-40-2127), thence running N17°024'46"W along Parcel "B" as shown on said plat for a distance of 838.36 feet to an iron; thence turning and running N73°53'51"E along property now or formerly of J. D. & F. D. Monroe as shown on said plat for a distance of 325.00 feet to an iron; thence turning and running S22°43'04"E along Parcel "D" as shown on said plat for a distance of 843.48 feet to an iron; thence turning and running S73°51 '29"W along the northern right-of-way margin of Riding Grove Road (S-40-2128) for a distance of 403.00 feet to the iron being the point of beginning.

ALSO: All that certain, piece, parcel or tract of land together with improvements thereon if any, situate, lying and being near the City of Columbia in the County of Richland, State of South Carolina, and being shown and designated as Parcel A containing 6.33 (6.77 ON PLAT) acres, more or less, on a Plat prepared for Woodcreek Development Partnership by United Design Services, Inc., dated December 29, 1999 and recorded in the Office of the ROD for Richland County on May 18, 2010 in Book 1606 at page 894; reference being craved to the recorded Plat which is incorporated by reference herein for a more complete metes and bounds description of the property.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: July 3, 2018

RE: **Property Address:** 107 Riding Grove Road, 123 Riding Grove Road, 139 Riding Grove Road, 167 Riding Grove Road, 1113 Old National Highway and 160 Riding Grove Road
Richland County TMS#: 28900-01-27, 28900-01-31, 28900-01-28, 28900-01-29, 28904-03-01 and 28904-03-02
Owner(s): Cascata Development, LLC, Jean Thigpen Cooper, Decker Village Investors, Inc. and Woodcreek Farms, Inc.
Current Use: Commercial Nursery / Single Family Residence / Vacant
Proposed Use: Single Family Residential
Current County Land Use: Neighborhood Medium Density
Proposed City Land Use: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Single Family Medium Density (RS-MD), Rural (RU), and Planned Development District (PDD)
Proposed City Zoning: Planned Unit Development - Residential (PUD-R)
Reason for Annexation: Municipal Services/Secondary Area
City Council District: 4
Census Tract: 114.07

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

Planning & Development Services staff will see to it that this matter is placed on the **July 9, 2018** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

cc:
Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Aubrey Jenkins, Fire Chief
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Deputy Business License Administrator
Angela Adams, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Denny Daniels, Engineering
Carolyn Wilson, Police Planning & Research
Alfreda Tindal, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Dana Higgins, Director, Engineering
Jan Alonso, Finance Director
Gloria Saaed, Community Development Director
George Adams, Fire Marshal
Rachel Bailey, Zoning Administrator
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 Land Use Recommendation: UER-1 (Land Use classification) by 5-0 on 7/9/18 (mm/dd/yyyy).

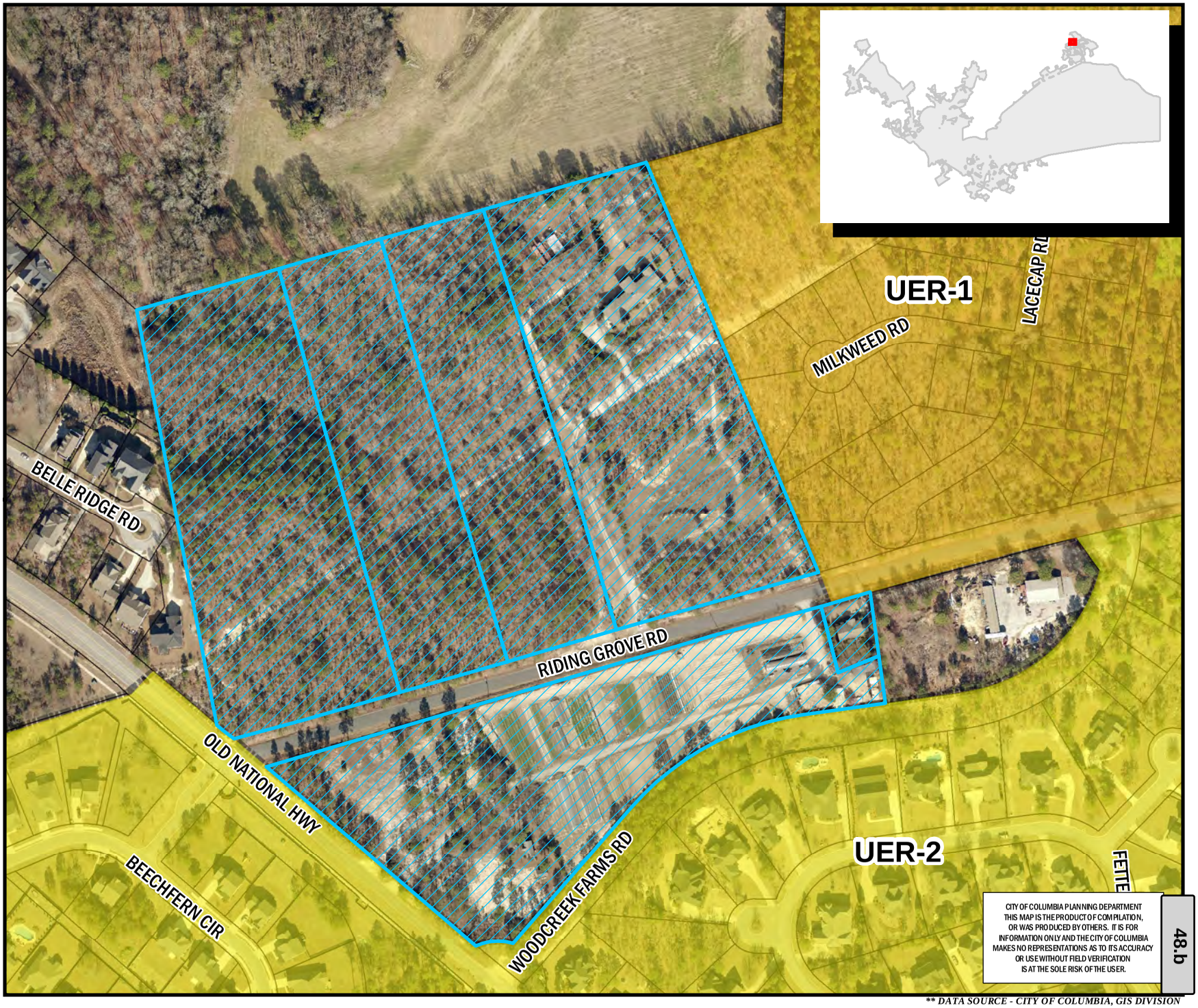
Planning Commission Zoning Recommendation: PUD-R (Zoning classification) by 5-0 on 7/9/18 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

Future Land Use Map

107 Riding Grove Road, 123 Riding Grove Road, 139 Riding Grove Road, 167 Riding Grove Road, 1113 Old National Highway and 160 Riding Grove Road; TMS# 28900-01-27, 28900-01-31, 28900-01-28, 28900-01-29, 28904-03-01 and 28904-03-02
Existing FLU: Neighborhood-Medium Density, Proposed FLU: UER-1

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
June 13, 2018

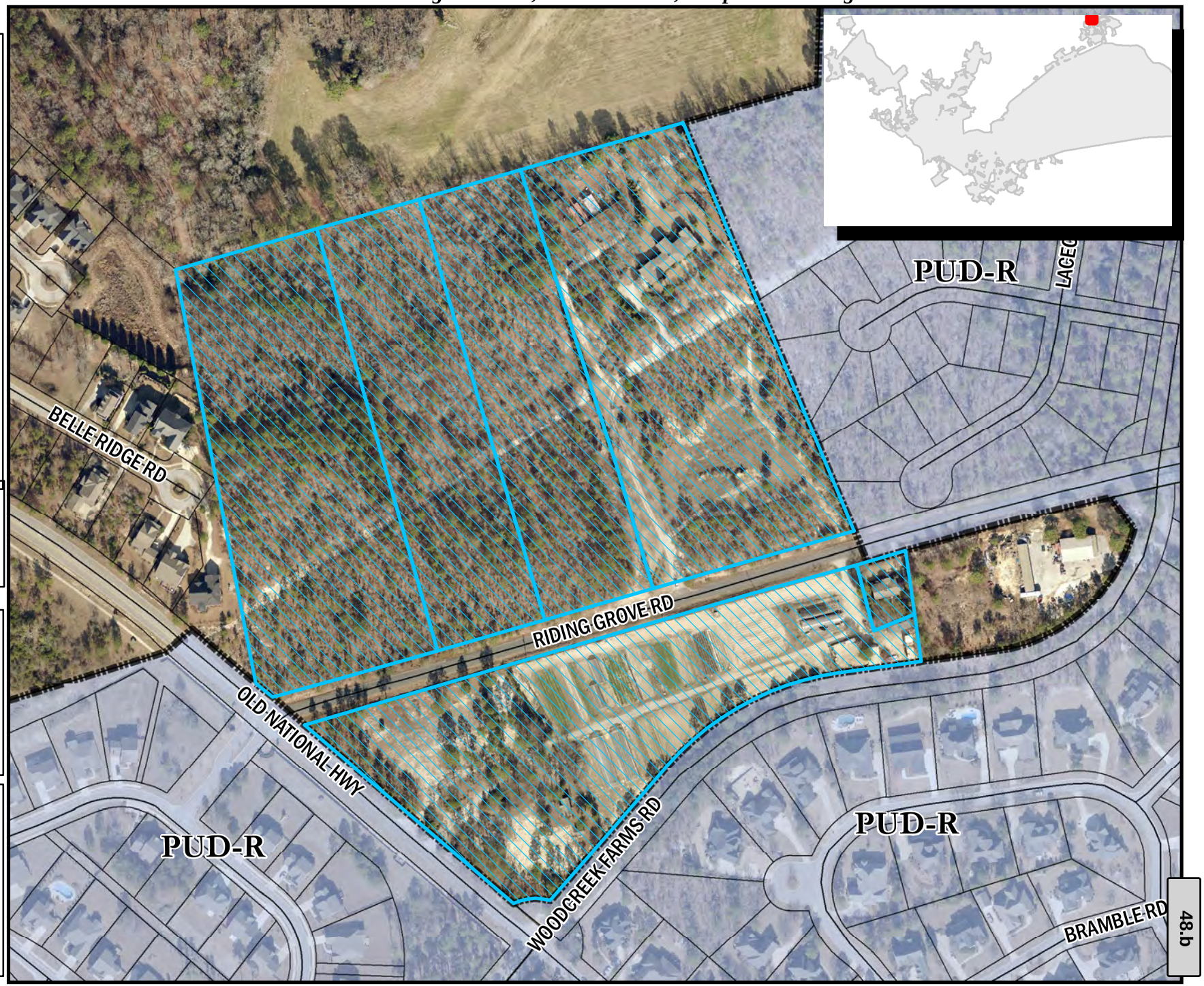
CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION, OR WAS PRODUCED BY OTHERS. IT IS FOR INFORMATION ONLY AND THE CITY OF COLUMBIA MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR USE WITHOUT FIELD VERIFICATION IS AT THE SOLE RISK OF THE USER.

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

Department of Planning & Development Services

107 Riding Grove Road, 123 Riding Grove Road, 139 Riding Grove Road, 167 Riding Grove Road, 1113 Old National Highway and 160 Riding Grove Road; TMS# 28900-01-27, 28900-01-31, 28900-01-28, 28900-01-29, 28904-03-01 and 28904-03-02; Current Zoning: RS-MD, RU and PDD; Proposed Zoning: PUD-R



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 60 120 240 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
June 13, 2018

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.

CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION**

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

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

Property Description: All that certain, piece, parcel or tract of land together with improvements thereon if any, situate, lying and being near the City of Columbia in the County of Richland, State of South Carolina, and being shown and designated as Parcel A containing 6.33 (6.77 ON PLAT) acres, more or less, on a Plat prepared for Woodcreek Development Partnership by United Design Services, Inc., dated December 29, 1999 and recorded in the Office of the ROD for Richland County on May 18, 2010 in Book 1606 at page 894; reference being craved to the recorded Plat which is incorporated by reference herein for a more complete metes and bounds description of the property.

Richland County TMS: 28904-03-01
Property Address: 1113 Old National Highway

Seller:

Decker Village Investors, LLC

BY: Edwin H Cooper (Signature) Date: 6-19-18

EDWIN H. COOPER (Print or Type Name) Its: Authorized Rep. (Print or Type Title)

Buyer:

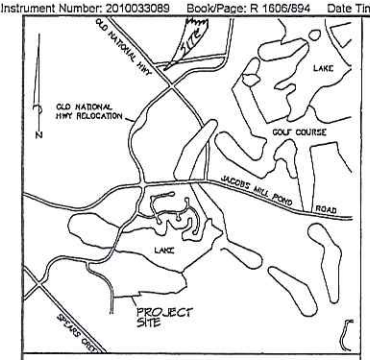
Cascata Development, LLC

BY: _____ (Signature) Date: 6-14-18

Harold V Pickrel, Jr (Print or Type Name) Its: Manager (Print or Type Title)

Book 2316-491
2018045357 07/02/2018 16:12:07:737 Notice
Fee: $0.00 County Tax: $0.00 State Tax: $0.00
2018045357 John T. Hopkins II Richland County R.O.D.

Instrument Number: 2010033089 Book/Page: R 1606/894 Date Time: 05/18/2010 11:41:42:937



VICINITY MAP

PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA
APPROVED FOR RECORDING
Date 5/18/10
RCF # MS-10-90
Signature

Instr# 1606-894
2010033089 05/18/2010 1:41:42:937
Fee:$10.00 County Tax:$0.00 State Tax:$0.00 Plat Covenant
2010033089 Richland Mr. Register RichlandCounty,SC

OLD NATIONAL HIGHWAY (66'R/W)
RIDING GROVE ROAD (66'R/W)
WOODCREEK FARMS ROAD (66'R/W)
TURKEY CROSSING ROAD

N 81°47'30" E 282.15'
1/4"PIPE(O)
3/4"PINCH(O)
N 81°44'48" E 913.56' (TOTAL) 816.16'
1/2"REBAR(O)
N 41°52'21" W 524.47'
N 86°18'07" W 70.92' CHORD/R=100'
S 48°55'47" W 340.81'
CHORD S 68°27'54" W 373.93' R=533.00'
S 90°00'00" W 157.68'
1/2"REBAR(O)
S 0°00'00" E 213.49' (TOTAL) 90.05'
S 75°57'05" E 83.73'
N 0°00'00" W 130.07'
N 89°44'43" W 122.84'
97.40'
1 STORY FRAME
T.M.S. 22900-01-14 (3.26 AC)
T.M.S. 22900-01-11 (4.07 AC)

PARCEL A
6.77 AC

PARCEL B
0.26 AC

N/F
STONEHENGE GOLF DEVELOPMENT, LLC

7.03 AC TOTAL
2 PARCELS

CURRENT ZONING: PUD-2 (C-3 AREA)

CONTACT:
WOODCREEK DEVELOPMENT PARTNERSHIP
5217 TRENHOLM ROAD
COLUMBIA, SC 29206
WILLIAN COOPER (803)787-4121

NEW IRONS (#5 REBAR) PLACED AT ALL CORNERS & CHANGE IN DIRECTION, EXCEPT WHERE OTHERWISE NOTED.

I HAVE CONSULTED THE F.E.M.A. FLOOD INSURANCE RATE MAP PANEL 450170 0110 G DATED 1/19/94 AND TO THE BEST OF MY KNOWLEDGE & BELIEF, THE PROPERTY IS LOCATED IN ZONE "X" AS SHOWN THEREON.

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREIN IS TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE RICHLAND COUNTY SUBDIVISION REGULATIONS AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN THOSE REGULATIONS.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIRMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

WILLIAN M. BRASINGTON, PROFESSIONAL LAND SURVEYOR - No.9312

SOUTH CAROLINA
UNITED DESIGN SERVICES, INC.
No. C00574
CERTIFICATE OF AUTHORIZATION

REVISED 3/1/2001 TO ADD 0.26 AC PARCEL

UNITED DESIGN SERVICES, INC.
LAND SURVEYING SERVICES
601 DEVINE STREET, COLUMBIA, SC 29201 ■ PH: (803)252-4702

PLAT PREPARED FOR:

WOODCREEK DEVELOPMENT PARNTERSHIP

RICHLAND COUNTY near COLUMBIA, SOUTH CAROLINA

MAG NORTH

50 0 100
SCALE: 1" = 100'

DATE: 29 DEC 1999
T.M.S.#: SEE DRAWING
DWG.#: UB-838-072
SHEET 1 OF 1

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

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

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and designated as Parcel "A", containing 6.112 acres, on a plat prepared for Jim C. Bigham, Jr. and Amy S. Bigham by United Design Services, Inc., dated February 20, 2007 and recorded in the Office of the Register of Deeds for Richland County in Record Book 1286 at page 1444. Said plat is incorporated herein by reference for a more complete and accurate description.

ALSO: All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, the same being designated as Parcel B-1 containing 4.00 acres, more or less, on that plat prepared for Robert D. Stambaugh and Choonock Stambaugh dated March 14, 2005, as recorded in the Richland County ROD Office in Record Book 1043 at page 1532. Reference to said plat is incorporated herein for a more complete description of the metes, bounds, courses and distances of said parcel; be all measurements a little more or less.

ALSO: All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, the same being designated as Parcel B-2 containing 4.00 acres, more or less, on that plat prepared for Thomas F. Childress and Chong S. Childress dated March 14, 2005, as recorded in the Richland County ROD Office in Record Book 1043 at page 1531. Reference to said plat is incorporated herein for a more complete description of the metes, bounds, courses and distances of said parcel; be all measurements a little more or less.

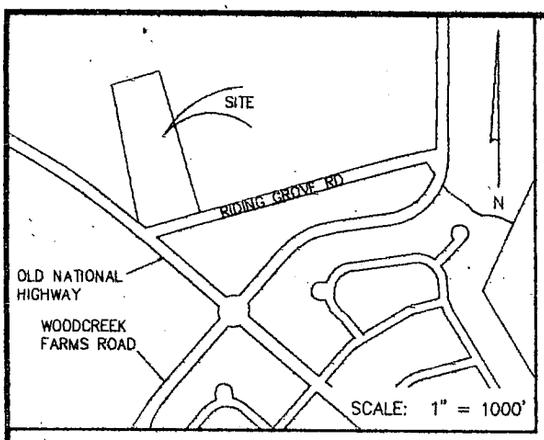
Richland County TMS: 28900-01-27, 28900-01-31, and 28900-01-28
Property Addresses: 107 Riding Grove Road, 123 Riding Grove Road, and 139 Riding Grove Road

Cascata Development, LLC

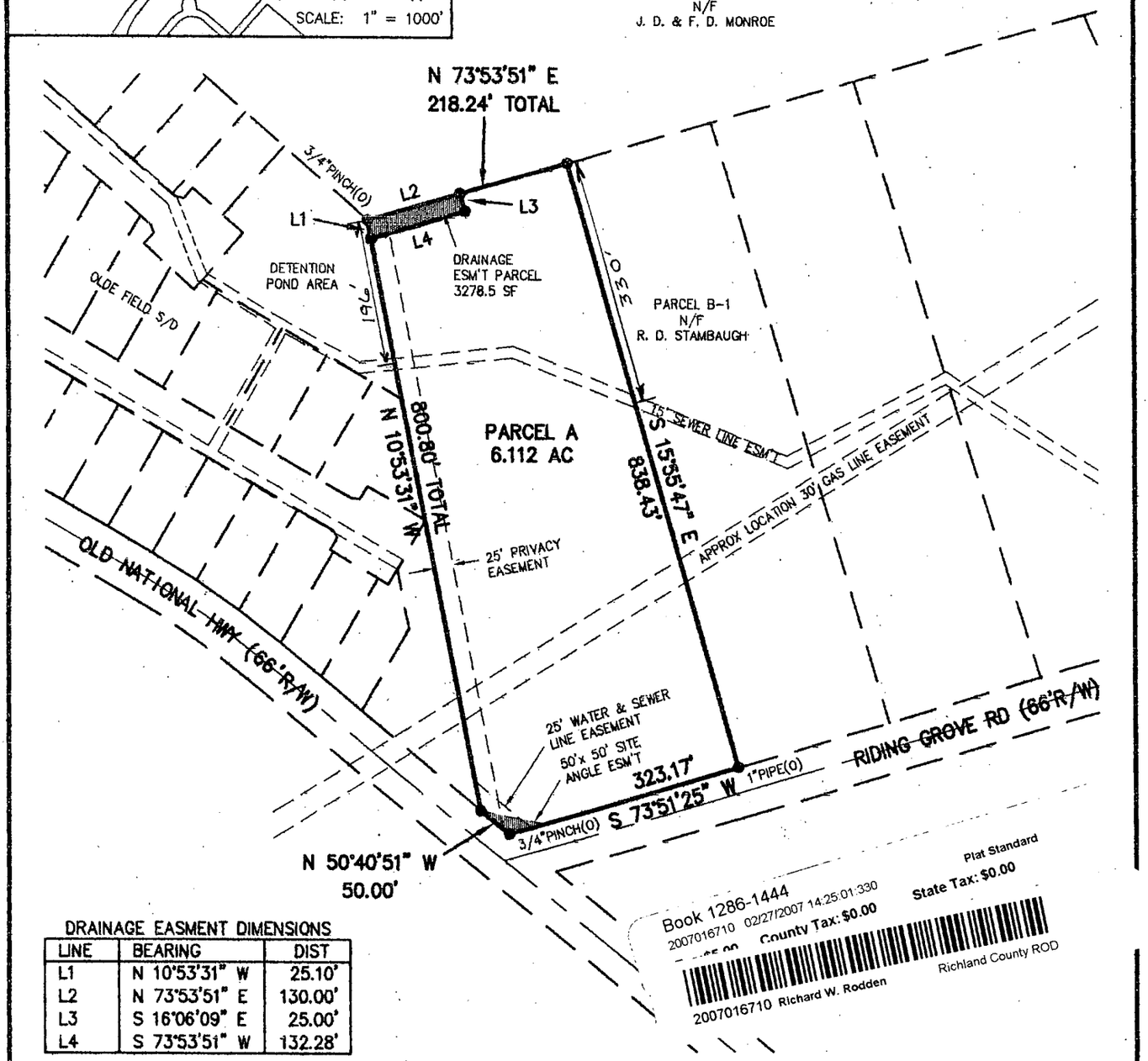
BY: _____ Date: 6-14-18
(Signature)

Harold V Pickell, III Its: Manager
(Print or Type Name) (Print or Type Title)

Book 2316-483
2018045354 07/02/2018 16:12:06:937 Notice
Fee: $0.00 County Tax: $0.00 State Tax: $0.00
2018045354 John T. Hopkins II Richland County R.O.D.



NOTES:
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY. NO ABSTRACT TITLE SEARCH, NOR TITLE COMMITMENT SEARCH WERE FURNISHED. THERE MAY BE OTHER RECORDED OR UNRECORDED SETBACKS, EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY THAT MAY AFFECT THIS PROPERTY THAT WERE NOT OBSERVED OR NOT SHOWN ON THIS SURVEY.
THIS SURVEY IS BASED ON REFERENCED PLATS OF RECORD AND EXISTING EVIDENCE AND CONDITIONS OBSERVED THE DATE OF THIS SURVEY.
EASEMENTS LOCATIONS SHOWN ARE APPROXIMATE.
OLD IRONS (#4 REBAR) AT ALL CORNERS AND CHANGE IN DIRECTION, UNLESS OTHERWISE NOTED.



DRAINAGE EASMENT DIMENSIONS

LINE	BEARING	DIST
L1	N 10°53'31" W	25.10'
L2	N 73°53'51" E	130.00'
L3	S 16°06'09" E	25.00'
L4	S 73°53'51" W	132.28'

Book 1286-1444
2007016710 02/27/2007 14:25:01:330
Plat Standard
State Tax: $0.00
County Tax: $0.00
Richland County ROD
2007016710 Richard W. Rodden

PLAT PREPARED FOR

James C. Bigham, Jr. & Amy C. Bigham

RICHLAND COUNTY near PONTIAC, SOUTH CAROLINA

THE SAME BEING DESIGNATED AS PARCEL A ON A PLAT OF PARCELS A, B, C & D PREPARED FOR DAK, LLC BY UNITED DESIGN SERVICES, INC. DATED DECEMBER 27, 2002 (REVISED 1/6/03) AND RECORDED IN THE R.O.D. FOR RICHLAND COUNTY AT RECORD BOOK 00745-3758.

100 0 200

FEBRUARY 20, 2007 SCALE: 1" = 200'

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

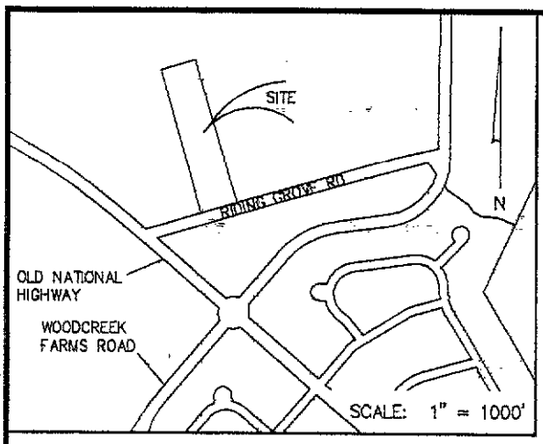
I HAVE CONSULTED THE F.E.M.A. FLOOD INSURANCE RATE MAP PANEL 450170 0110 H DATED 2/20/02 AND TO THE BEST OF MY KNOWLEDGE & BELIEF, THE PROPERTY IS LOCATED IN ZONE "X" AS SHOWN THEREON.

WILLIAM M. BRASINGTON
PROFESSIONAL LAND SURVEYOR - No.9312

UNITED DESIGN SERVICES, INC. No. C00574 CERTIFICATE OF AUTHORITY

UNITED DESIGN SERVICES, INC.
540 SAINT ANDREWS ROAD, COLUMBIA, SC 29210
PH: (803)750-9142 ■ FAX: (803)750-9142

T.M.S. 28900-01-27 (UB-955)

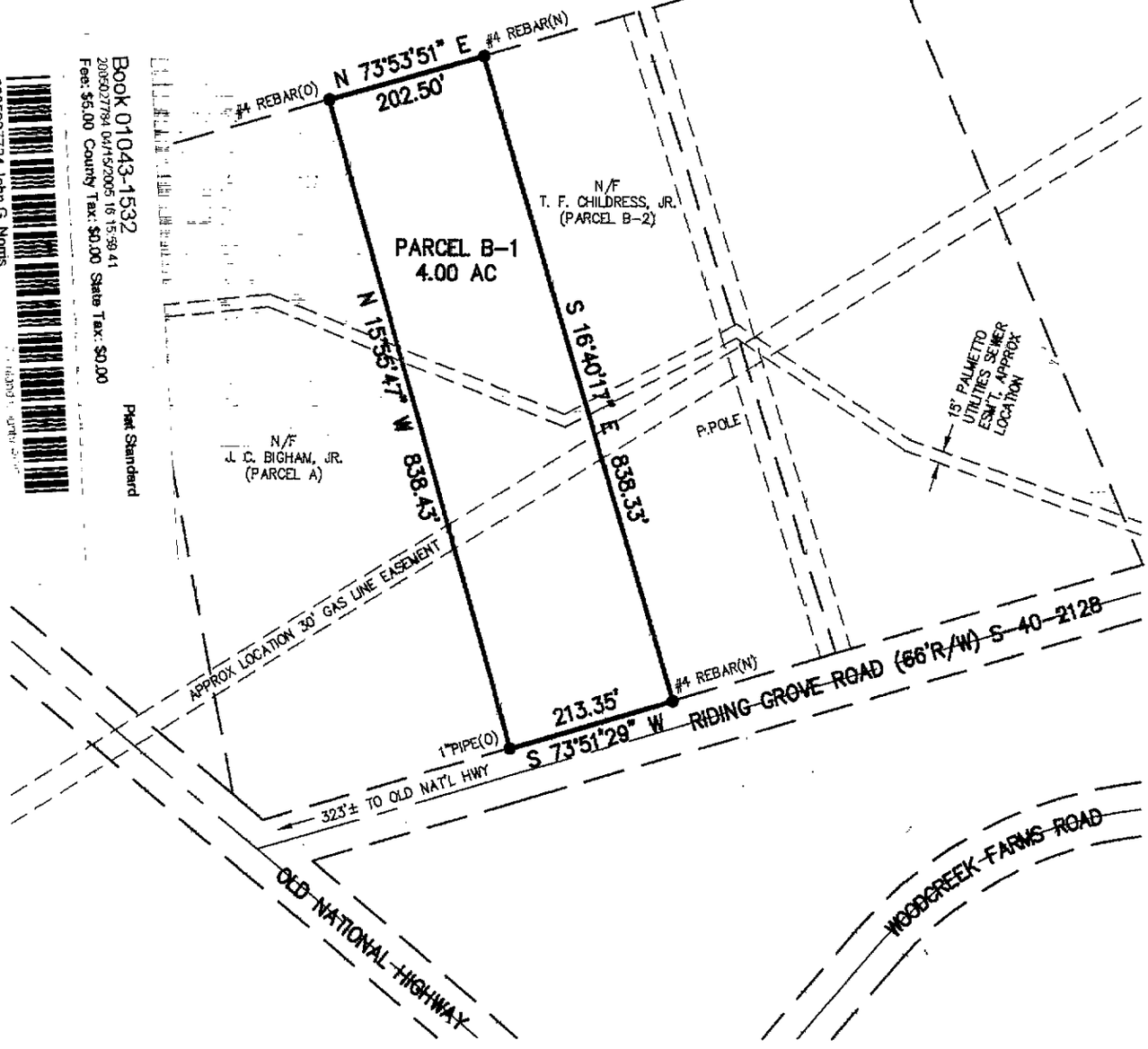


NOTES:
PROPERTY SUBJECT TO ALL RESTRICTIONS, SETBACKS & EASMENTS OF RECORD.
SURVEY BASED ON REFERENCED PLAT OF RECORD.

ZONED: RU

SETBACKS PER ZONING:
40' FRONT
50' REAR
20' SIDE

Book 01043-1532
2005027784 04/15/2005 16:15:59:41
Fee: $5.00 County Tax: $0.00 State Tax: $0.00
Pilot Standard
2005027784 John G Norris



PLAT PREPARED FOR

ROBERT D. STAMBAUGH & CHOONOCK STAMBAUGH

RICHLAND COUNTY near PONTIAC, SOUTH CAROLINA

THE SAME BEING DESIGNATED AS PARCEL B-1 AS SHOWN ON A PLAT OF PARCELS B-1 & B-2 PREPARED FOR ROBERT D. STAMBAUGH & CHOONOCK STAMBAUGH AND THOMAS F. CHILDRESS, JR. & CHONG S. CHILDRESS BY UNITED DESIGN SERVICES, INC. DATED MARCH 14, 2005 AND RECORDED IN RECORD BOOK _____. REFERENCE ALSO A PLAT OF PARCELS A, B, C & D PREPARED FOR DAK, LLC BY UNITED DESIGN SERVICES, INC. DATED DECEMBER 27, 2002 (REVISED 1/6/03) AND RECORDED AT RECORD BOOK 00745-3758.

100 0 200

MARCH 14, 2005 SCALE: 1" = 200'

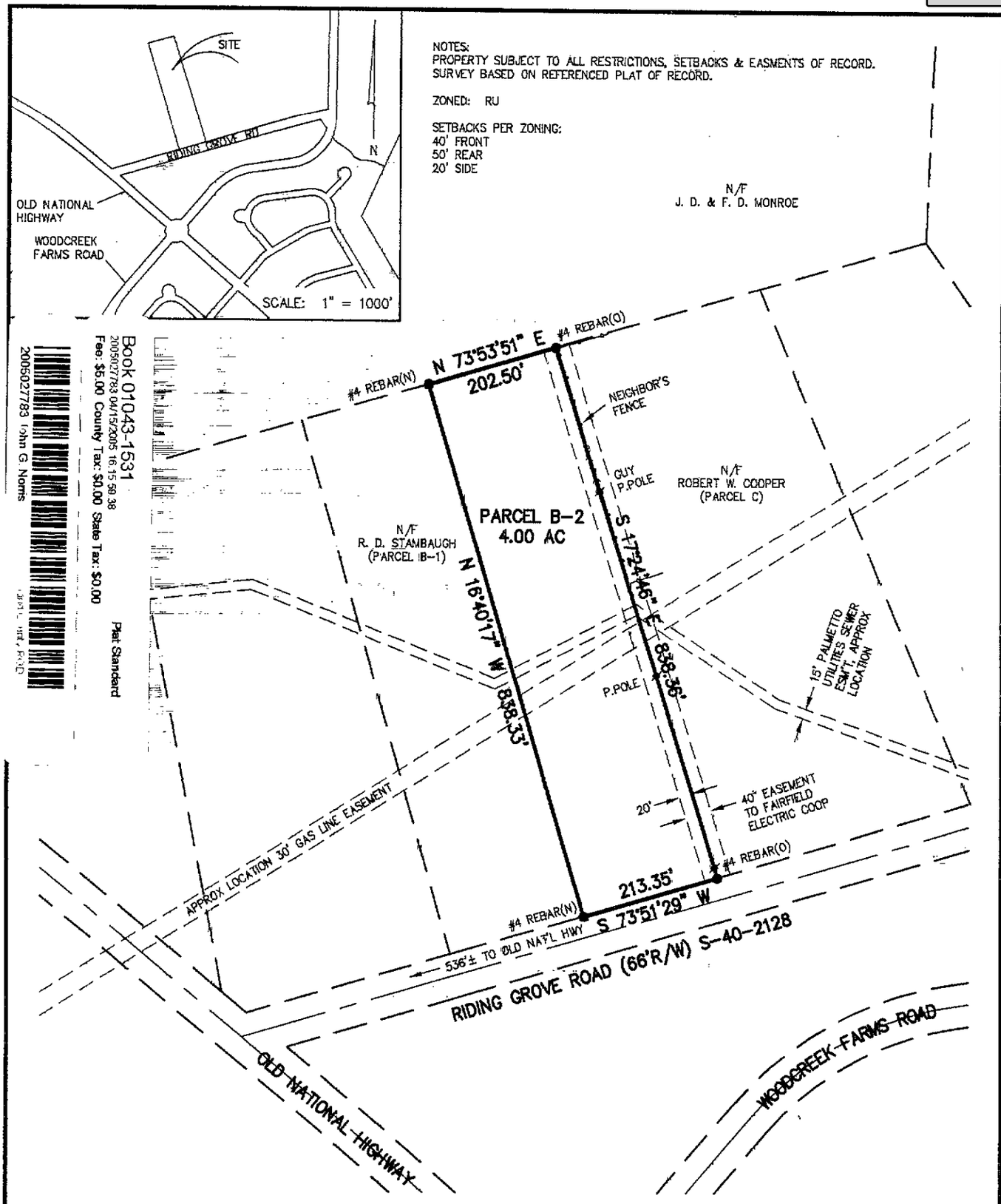
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN. I HAVE CONSULTED THE F.E.M.A. FLOOD INSURANCE RATE MAP PANEL 450170 0110 H DATED 2/20/02 AND TO THE BEST OF MY KNOWLEDGE & BELIEF, THE PROPERTY IS LOCATED IN ZONE "X" AS SHOWN THEREON.

WILLIAM M. BRASINGTON
PROFESSIONAL LAND SURVEYOR – No.9312

UNITED DESIGN SERVICES, INC.
No. C00574
CERTIFICATE OF AUTHORIZATION

UNITED DESIGN SERVICES, INC.
540 SAINT ANDREWS ROAD, COLUMBIA, SC 29210
PH: (803)750-9142 ■ FAX:

T.M.S. 28900-01-28 A-5814(B-1)



Book 01043-1531
2005027783 04/15/2005 16:15:59:38
Fee: $5.00 County Tax: $0.00 State Tax: $0.00
Plat Standard
2005027783 John G. Norris

PLAT PREPARED FOR

THOMAS F. CHILDRESS, JR. & CHONG S. CHILDRESS

RICHLAND COUNTY near PONTIAC, SOUTH CAROLINA

THE SAME BEING DESIGNATED AS PARCEL B-2 AS SHOWN ON A PLAT OF PARCELS B-1 & B-2 PREPARED FOR ROBERT D. STAMBAUGH & CHOONOCK STAMBAUGH AND THOMAS F. CHILDRESS, JR. & CHONG S. CHILDRESS BY UNITED DESIGN SERVICES, INC. DATED MARCH 14, 2005 AND RECORDED IN RECORD BOOK _____. REFERENCE ALSO A PLAT OF PARCELS A, B, C & D PREPARED FOR DAK, LLC BY UNITED DESIGN SERVICES, INC. DATED DECEMBER 27, 2002 (REVISED 1/6/03) AND RECORDED AT RECORD BOOK 00745-3758.

MARCH 14, 2005

100 0 200

SCALE: 1" = 200'

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

I HAVE CONSULTED THE F.E.M.A. FLOOD INSURANCE RATE MAP PANEL 450170 0110 H DATED 2/20/02 AND TO THE BEST OF MY KNOWLEDGE & BELIEF, THE PROPERTY IS LOCATED IN ZONE "X" AS SHOWN THEREON.

WILLIAM M. BRASINGTON
PROFESSIONAL LAND SURVEYOR – No.9312

UNITED DESIGN SERVICES, INC. No. C00574

UNITED DESIGN SERVICES, INC.
540 SAINT ANDREWS ROAD, COLUMBIA, SC 29210
PH: (803)750-9142 ■ FAX: (

T.M.S. 28900-01-28 A-5814(B-2)

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

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

Property Description: All that certain, piece, parcel or tract of land with improvements thereon, if any, situate, lying and being near the City of Columbia in the County of Richland, State of South Carolina, and being shown and designated as Parcel B containing 0.26 acres, more or less, on a Plat prepared for Woodcreek Development Partnership by United Design Services, Inc., dated December 29, 1999 and recorded in the Office of the ROD for Richland County on May 18, 2010 in Book 1606 at page 894; according to said plat said parcel is bounded on the North by the right of way of Riding Grove Road for a distance of 97.40 feet; on the East by property now or formerly of Stonehenge Golf Development, LLC for a distance of 122.84 feet; on the south by Parcel A as shown on said plat for a distance of 83.73 feet and on the West by Parcel A as shown on said plat for a distance of 130.07 feet, all distances being a little more or less, reference being craved to the recorded Plat which is incorporated by reference herein for a more complete metes and bounds description of the property.

Book 2316-489
2018045356 07/02/2018 16:12:07:600
Fee: $0.00 County Tax: $0.00 Notice State Tax: $0.00
2018045356 John T. Hopkins II Richland County R.O.D.

Richland County TMS: 28904-03-02
Property Address: 160 Riding Grove Road

Seller:

Woodcreek Farms, Inc.

BY: _____ Date: 6-19-18
(Signature)

EDWIN H. COOPER Its: Pres.
(Print or Type Name) (Print or Type Title)

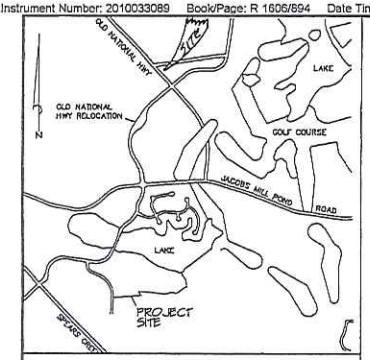
Buyer:

Cascata Development, LLC

BY: _____ Date: 6-14-18
(Signature)

Harold V Pickrel, III Its: Manager
(Print or Type Name) (Print or Type Title)

Instrument Number: 2010033089 Book/Page: R 1606/694 Date Time: 05/18/2010 11:41:42:937



VICINITY MAP

PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA
APPROVED FOR RECORDING
Date 5/18/10
RCF # MS-10-90
Signature

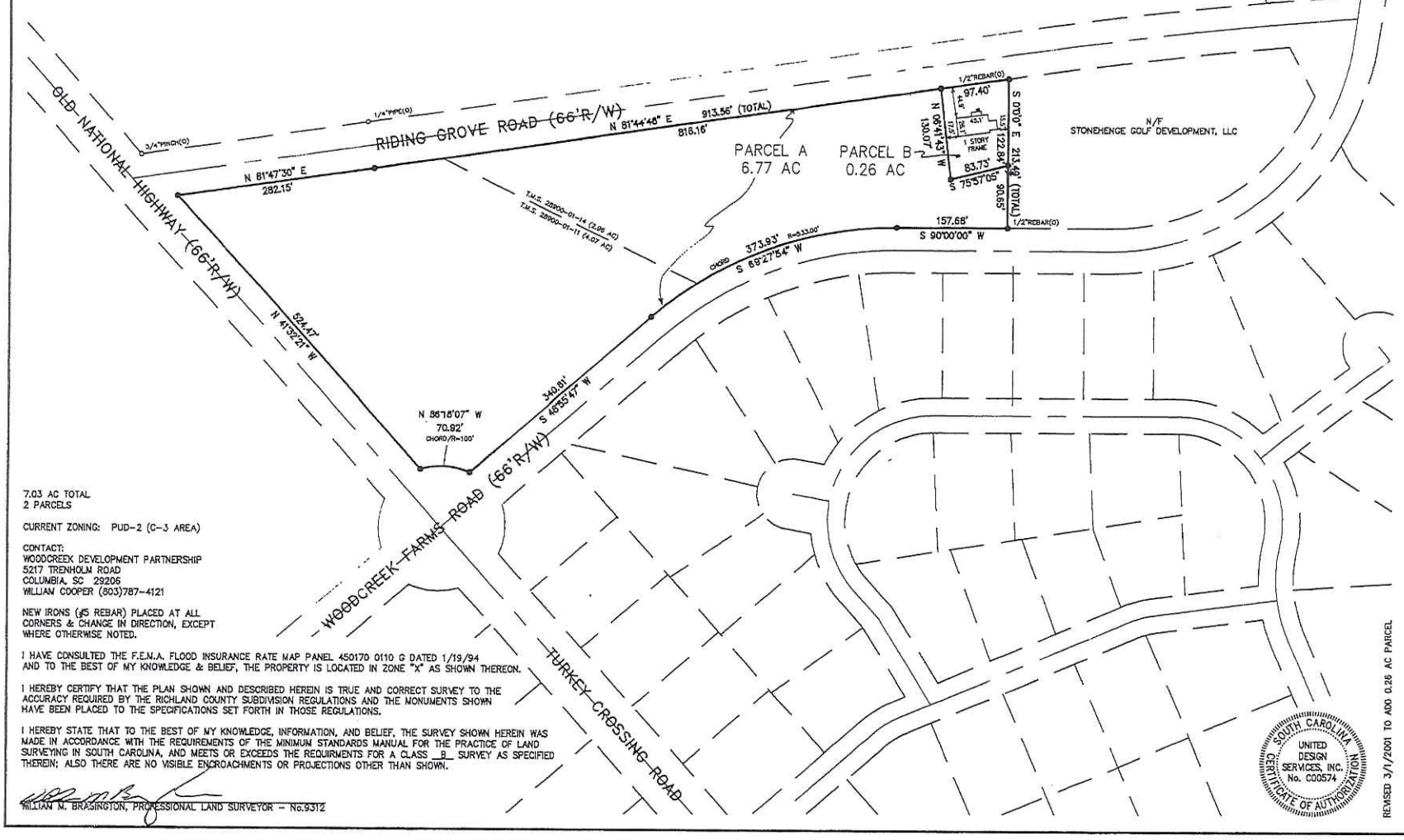
Instr# 1606-694
20100033089 05/18/2010 11:41:42:937
Fee:$10.00 County Tax:$0.00 State Tax:$0.00 Plat Coverage
Richland County, SC
20100033089 Richland M. Bolden

UNITED DESIGN SERVICES, INC.
LAND SURVEYING SERVICES
601 DEVINE STREET, COLUMBIA, SC 29201 ■ PH: (803)252-4702

PLAT PREPARED FOR:

WOODCREEK DEVELOPMENT PARNTERSHIP

RICHLAND COUNTY near COLUMBIA, SOUTH CAROLINA



7.03 AC TOTAL
2 PARCELS

CURRENT ZONING: PUD-2 (C-3 AREA)

CONTACT:
WOODCREEK DEVELOPMENT PARTNERSHIP
5217 TRENHOLM ROAD
COLUMBIA, SC 29206
WILLIAN COOPER (803)787-4121

NEW IRONS (#5 REBAR) PLACED AT ALL CORNERS & CHANGE IN DIRECTION, EXCEPT WHERE OTHERWISE NOTED.

I HAVE CONSULTED THE F.E.M.A. FLOOD INSURANCE RATE MAP PANEL 450170 0110 G DATED 1/19/94 AND TO THE BEST OF MY KNOWLEDGE & BELIEF, THE PROPERTY IS LOCATED IN ZONE "X" AS SHOWN THEREON.

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREIN IS TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE RICHLAND COUNTY SUBDIVISION REGULATIONS AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN THOSE REGULATIONS.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIRMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

WILLIAN M. BRASINGTON, PROFESSIONAL LAND SURVEYOR - No.9312

SOUTH CAROLINA
UNITED DESIGN SERVICES, INC.
No. C00574
CERTIFICATE OF AUTHORIZATION

REVISED 3/1/2001 TO ADD 0.26 AC PARCEL

MAG NORTH

50 0 100
SCALE: 1" = 100'

DATE: 29 DEC 1999

T.M.S.#: SEE DRAWING

DWG.#: UB-838-072

SHEET 1 OF 1

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

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

Property Description: All that certain, piece, parcel or tract of land with improvements thereon, situate, lying and being near the City of Columbia in the County of Richland, State of South Carolina, and being more particularly shown and delineated as Parcel "C" containing 7.003 Acres on a plat prepared for DAK I, LLC by United Design Services, Inc., William M. Brasington, P.L.S. dated December 27, 2002 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 745 at Page 3758, and shown thereon as having the following metes and bounds, to-wit: Beginning at an iron on the northern right-of-way margin of Riding Grove Road (S-40-2128), approximately 749.87 feet east of its intersection with Old National Highway (S-40-2127), thence running N17°024'46"W along Parcel "B" as shown on said plat for a distance of 838.36 feet to an iron; thence turning and running N73°53'51"E along property now or formerly of J. D. & F. D. Monroe as shown on said plat for a distance of 325.00 feet to an iron; thence turning and running S22°43'04"E along Parcel "D" as shown on said plat for a distance of 843.48 feet to an iron; thence turning and running S73°51 '29'W along the northern right-of-way margin of Riding Grove Road (S-40-2128) for a distance of 403.00 feet to the iron being the point of beginning.

Richland County TMS: 28900-01-29
Property Address: 167 Riding Grove Road

Seller:

Jean Thigpen Cooper Date: June 20th, 2018
Jean Thigpen Cooper

Buyer:

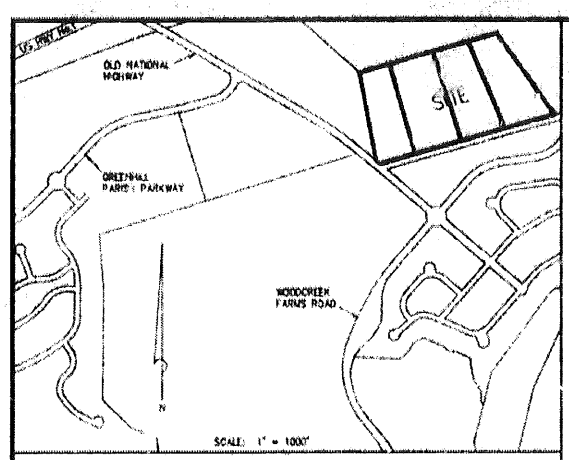
Cascata Development, LLC

BY: _____ Date: 6-14-18
(Signature)

Harold V Pickrel Jr. Its: Manager
(Print or Type Name) (Print or Type Title)

Book 2316-487
2018045355 07/02/2018 16:12:07:233 Notice
Fee: $0.00 County Tax: $0.00 State Tax: $0.00

2018045355 John T. Hopkins II Richland County R.O.D.



VICINITY MAP

CONTACT/DEVELOPER:
DAK I, LLC
6911 N. TRENHOLM ROAD, SUITE 8
COLUMBIA, SC 29206
DEAS MANNING (803) 699-0015

CURRENT ZONING: RU

28.121 AC TOTAL IN DEVELOPMENT
4 PARCELS IN DEVELOPMENT

NOTES:
NEW IRONS (#4 REBAR) PLACED AT ALL CORNERS AND CHANGE IN DIRECTION, EXCEPT WHERE OTHERWISE NOTED.
PROPERTY SUBJECT TO ALL RESTRICTIONS, SETBACKS AND EASEMENTS OF RECORD.
SURVEY BASED ON REFERENCED PLAT OF RECORD.

N/F
J. D. & T. D. MONROE
25800-04-03

N/F
WOODCREEK FARMS DEVELOPMENT
25800-01-11

PARCEL "C"
7.003 AC
ROBERT W. COOPER

PARCEL "D"
7.003 AC
WOODCREEK DEVELOPMENT PARTNERSHIP

PARCEL "B"
8.003 AC
JOHNNY L. JOHNSON
& STEPHANIE S. JOHNSON

PARCEL "A"
8.112 AC
JAMES C. BIGHAM, JR.
& AMY S. BIGHAM

N/F
PONTIAC ASSOC.
23.48± AC
REMAINING PI
25800-03-05

1"PKNAIL(O)
265.00'
325.00'
N 73°53'51" E 1278.34'
405.00'
3/4"PKNAIL(O)
281.34'
N 10°33'31" W 800.80'
N 15°55'47" W 638.43'
N 17°45'[illegible]" W
N 22°45'04" W 843.48'
S 35°24'21" E 885.76'
APPROX LOCATION 30' GAS LINE EASEMENT
20' EASEMENT TO FAIRFIELD ELECTRIC COOP
20' EASEMENT TO FAIRFIELD ELECTRIC COOP
118.62'
1/2"PKNAIL(O)
CHORD 345.20' R=750'
S 75°09'45" W
403.00'
S 73°51'25" W 848.92'
428.70'
1"PK(O)
S 73°51'25" W 323.17'
20' WATER & SEWER LINE EASEMENT
50'x 50' SITE ANGLE EASEMENT
3/4"PKNAIL(O)
OLD NATIONAL HIGHWAY (66'R/W) S-40-2127
N 50°40'51" W
50.00'
RIDING GROVE ROAD (66'R/W) S-40-2126

Book 00745-3758 Plat Oversized
Fee $10.00 County Tax $0.00 State Tax $0.00
20030035R9 John G Norris

REFERENCE A PLAT PREPARED FOR PONTIAC ASSOCIATES, BY COX & DINKINS, INC. DATED NOVEMBER 29, 1999 (REVISED 1/11/00) AND RECORDED IN THE R.O.D. FOR RICHLAND COUNTY IN PLAT BOOK 378 AT PAGE 1007.

I HAVE CONSULTED THE F.E.M.A. FLOOD INSURANCE RATE MAP PANEL 450170 0110 H DATED 2/20/02 AND TO THE BEST OF MY KNOWLEDGE & BELIEF, THE PROPERTY IS LOCATED IN ZONE "X" AS SHOWN THEREON.

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WILLIAM M. BRASINGTON, PROFESSIONAL LAND SURVEYOR -- No.9312

Richland County, South Carolina
Approved For Recording
Date: 11/3/03 SD-03-180
Carl D. Gosline, AICP Land Dvlpmt. Admin.

SOUTH CAROLINA UNITED DESIGN SERVICES, INC. No. C00574 CERTIFICATE OF AUTHORIZATION

REVISED 1/6/03 TO ADD EASEMENTS

UNITED DESIGN SERVICES, INC.
LAND SURVEYING SERVICES
540 ST. ANDREWS ROAD, COLUMBIA, SC 29210 ■ (803)750-9142

PLAT PREPARED FOR:
DAK I, LLC
RICHLAND COUNTY near PONTIAC, SOUTH CAROLINA

MAG NORTH

50 0 100
SCALE: 1" = 100'

DATE: 27 DEC 2002
T.M.S. 25800-03-05
DWG.# UB-958-087
SHEET 1 OF 1

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 527 Winmet Drive, 531 Winmet Drive and 5219 Fairfield Road(p); TMS# 11702-02-13, 11702-02-14 and 11702-02-20(p)**

PURPOSE: **Ordinance No.: 2018-034 - Annexing and Incorporating 527 Winmet Drive, 531 Winmet Drive and 5219 Fairfield Road(p), Richland County TMS# 11702-02-13, 11702-02-14 and 11702-02-20(p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015**

Council District: 1

Proposal: Request to annex, assign land use classifications of Urban Core Community Activity Center (UCAC-2) and assign zoning of General Residential District (RG-1). The property is currently classified as Mixed Residential-High Density and zoned RM-MD by Richland County.

Applicant: Minhaj ul-Quran USA

Staff Recommendation: Approval

PC Recommendation: 06/04/2018; Approval (6-0)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX-2018-0008_Winmet_Fairfield (PDF)
- #b: 2018-034 annex-incorporate Winmet & Fairfield (PDF)

CITY COUNCIL

August 14, 2018 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
527 Winmet Drive, 531 Winmet Drive and 5219 Fairfield Road(p); TMS# 11702-02-13, 11702-02-14 and 11702-02-20(p)

Council District:	1
Proposal:	Request to annex, assign land use classifications of Urban Core Community Activity Center (UCAC-2) and assign zoning of General Residential District (RG-1). The property is currently classified as Mixed Residential-High Density and zoned RM-MD by Richland County.
Applicant:	Minhaj ul-Quran USA
Staff Recommendation:	Approval
PC Recommendation:	06/04/2018; Approval (6-0)
ZPH, 1st Reading:	07/17/2018; Rescheduled
ZPH, 1st Reading:	08/14/2018; Pending
2nd Reading:	09/04/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.86 acres
Current Use: Vacant
Proposed Use: Religious Organization
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current Richland County Land Use: Mixed Residential-High Density
Proposed Land Use Classification: Urban Core Community Activity Center (UCAC-2)
Current Richland County Zoning: RM-MD
Proposed Zoning: General Residential District (RG-1)
Census Tract: 106

DETERMINATION FOR CITY SERVICES

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

Police
We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD approximately **$710** annually to provide service for the proposed development based upon current calls for service for similar uses in nearby areas of the City of Columbia.

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

Solid Waste
There is no impact expected on Solid Waste for this proposed use.

Engineering
It is anticipated that the Utilities and Engineering Division **will not incur any costs** associated with this annexation. Water service is available, and sewer service is available to an adjacent property owned by the petitioner.

Water Customer Care
Annexation will make these properties eligible for in-city rates. Any development on these properties would likely result in new water & sewer revenue.

Planning & Development Services
These properties are within a "Donut Hole" surrounded by the City of Columbia and we recommend annexation. The property will be used as part of a religious organization, and as such, there is no anticipated annual City property tax revenue.

* Estimated City Tax Revenue is based on 2017 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002209))).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" as identified in the Urban Service Area Map

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

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Community Activity Center (UCAC-2); the property is currently classified as Mixed Residential-High Density by Richland County.

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a 3-5 mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed-use buildings. The destination nature of these centers

means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods

Primary Types:

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

Secondary Types:

- Multi-family Small and Medium

Tertiary Types

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

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

The subject property is within the study area of the *Walkable 29203 Pedestrian Master Plan* (2017). Specific to the subject property, the Plan recommends sidewalk infill and traffic calming along Winmet Drive between Glenthorne Road and Fairfield Road (pgs. 95-96). The Plan also makes broader policy and program recommendations for the 29203 area to improve walkability, the perception of safety, and access to healthy foods and recreational opportunities.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RM-MD by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Residential District (RG-1) to the East, General Residential District (RG-2) to the North and Single-Family Residential District (RS-1) to the South. Surrounding parcels within unincorporated Richland County are currently zoned RM-MD to the East.

The proposed City of Columbia zoning district is General Residential District (RG-1).

General Residential District (RG-1)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

STAFF RECOMMENDATION

Staff recommends City Council annex the property and assign land use classifications of Urban Core Community Activity Center (UCAC-2) and assign zoning of General Residential District (RG-1) at the time of annexation.

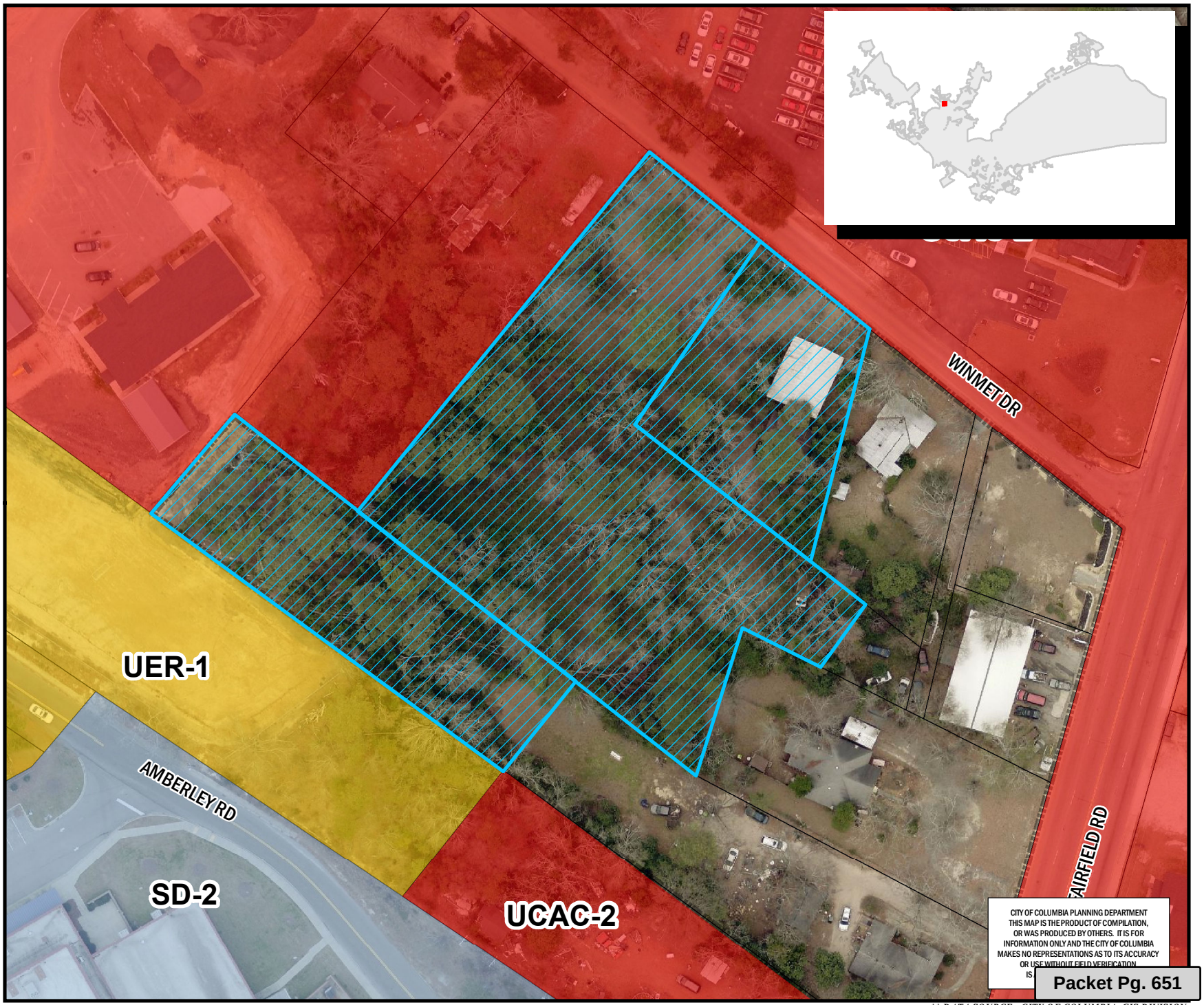
01/29/2017

© 2017 Pictometry

Future Land Use Map

527 and 531 Winmet Drive and 5219 Fairfield Road(p), TMS# 11702-02-13, 11702-02-14 and 1170
Existing FLU: Mixed Residential-High Density, Proposed FLU: UCAC-2

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 14, 2018

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

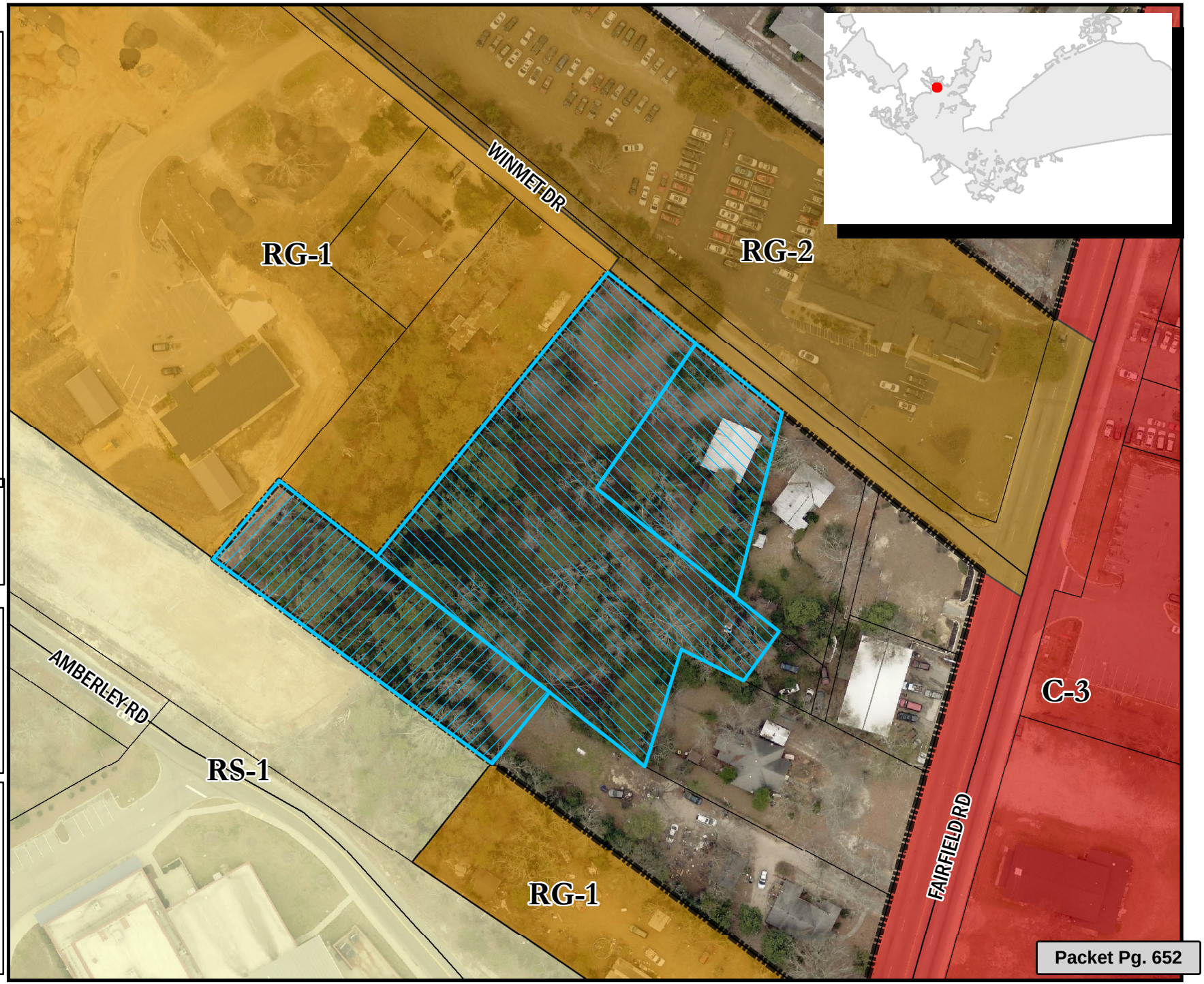
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

527 and 531 Winmet Drive and 5219 Fairfield Road(p), TMS# 11702-02-13, 11702-02-14 and 11702-
Existing Zoning: RM-MD, Proposed Zoning: RG-1

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	

0 20 40 80 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 14, 2018

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.

CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA

We Are Columbia

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-034

Annexing and Incorporating 527 Winmet Drive, 531 Winmet Drive and 5219 Fairfield Road(p), Richland County TMS# 11702-02-13, 11702-02-14 and 11702-02-20(p) 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 _____, 2018, 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 General Residential District (RG-1), apportioned to City Council District 1, Census Tract 106, contains 1.86 acres, and shall be assigned a land use classification of Urban Core Community Activity Center (UCAC-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"
Richland County TMS NO.: 11702-02-13, 11702-02-14 and 11702-02-20(p)

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:

_____
Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 6/12/2018
18001172

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-034

All those certain pieces, parcels or lots of land, together with any improvements thereon, situate, lying and being on the southern side of Winmet Drive, north of the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as a Vacant Lot, No. 527 Winmet Drive, totaling 1.14 acres, more or less, and No. 520 Winmet Drive, totaling 0.38 acres, more or less, as shown on a plat prepared for Masjid Noor Ul Huda by Baxter Land Surveying, Co., Inc., dated March 15, 2017, recorded in the Office of the Register of Deeds for Richland County at Book 2201 Page 3084; and having such shapes, courses, distances, metes and bounds as shown upon said latter plat; all measurements being a little more or less, to which reference is hereby craved as often as necessary for a more complete and accurate description.

AND

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Parcel 2, totaling 0.46 acres, more or less, as shown on a plat prepared for Masjd Noor ul Huda by Baxter Land Surveying Co., Inc., dated February 7, 2018, recorded in the Office of the Register of Deeds for Richland County at Book 2281 Page 580; and having such shapes, courses, distances, metes and bounds as shown upon said plat, all measurements being a little more or less, reference being craved thereto as often as necessary for a more complete and accurate description; all measurements being a little more or less.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: May 15, 2018

RE: **Property Addresses:** 527 and 531 Winmet Drive; 0.46 acre portion of 5219 Fairfield Road
Richland County TMS#s: 11702-02-13, 11702-02-14, and 11702-02-20 (portion)
Owner(s): Minhaj ul-Quran USA
Current Use: Vacant
Proposed Use: Religious Organization
Current County Land Use: Mixed Residential – High Density
Proposed City Land Use: Urban Core Community Activity Center (UCAC-2)
Current County Zoning: Residential Multifamily Medium Density (RM-MD)
Proposed City Zoning: General Residential (RG-1)
Reason for Annexation: Municipal Services/Donut Hole
City Council District: 1
Census Tract: 106

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 **June 4, 2018** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

cc:
Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Aubrey Jenkins, Fire Chief
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Deputy Business License Administrator
Angela Adams, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Denny Daniels, Engineering
Carolyn Wilson, Police Planning & Research
Alfreda Tindall, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Dana Higgins, Director, Engineering
Jan Alonso, Finance Director
Gloria Saaed, Community Development Director
George Adams, Fire Marshal
Rachel Bailey, Zoning Administrator
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 Land Use Recommendation: UCAC-2 (Land Use classification) by 6-0 on 6/4/18 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-1 (Zoning classification) by 6-0 on 6/4/18 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

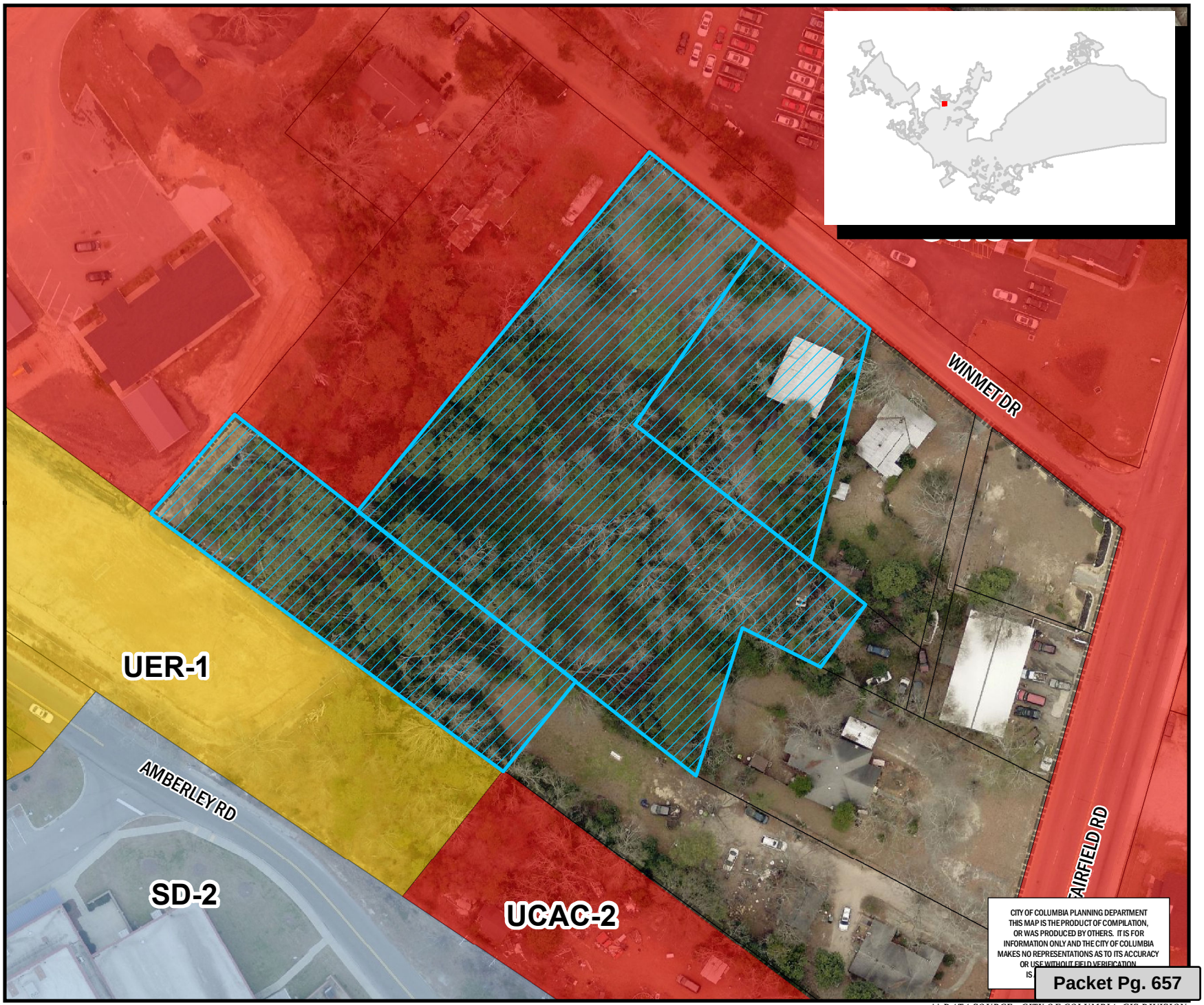
01/29/2017

© 2017 Pictometry

Future Land Use Map

527 and 531 Winmet Drive and 5219 Fairfield Road(p), TMS# 11702-02-13, 11702-02-14 and 1170
Existing FLU: Mixed Residential-High Density, Proposed FLU: UCAC-2

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 14, 2018

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

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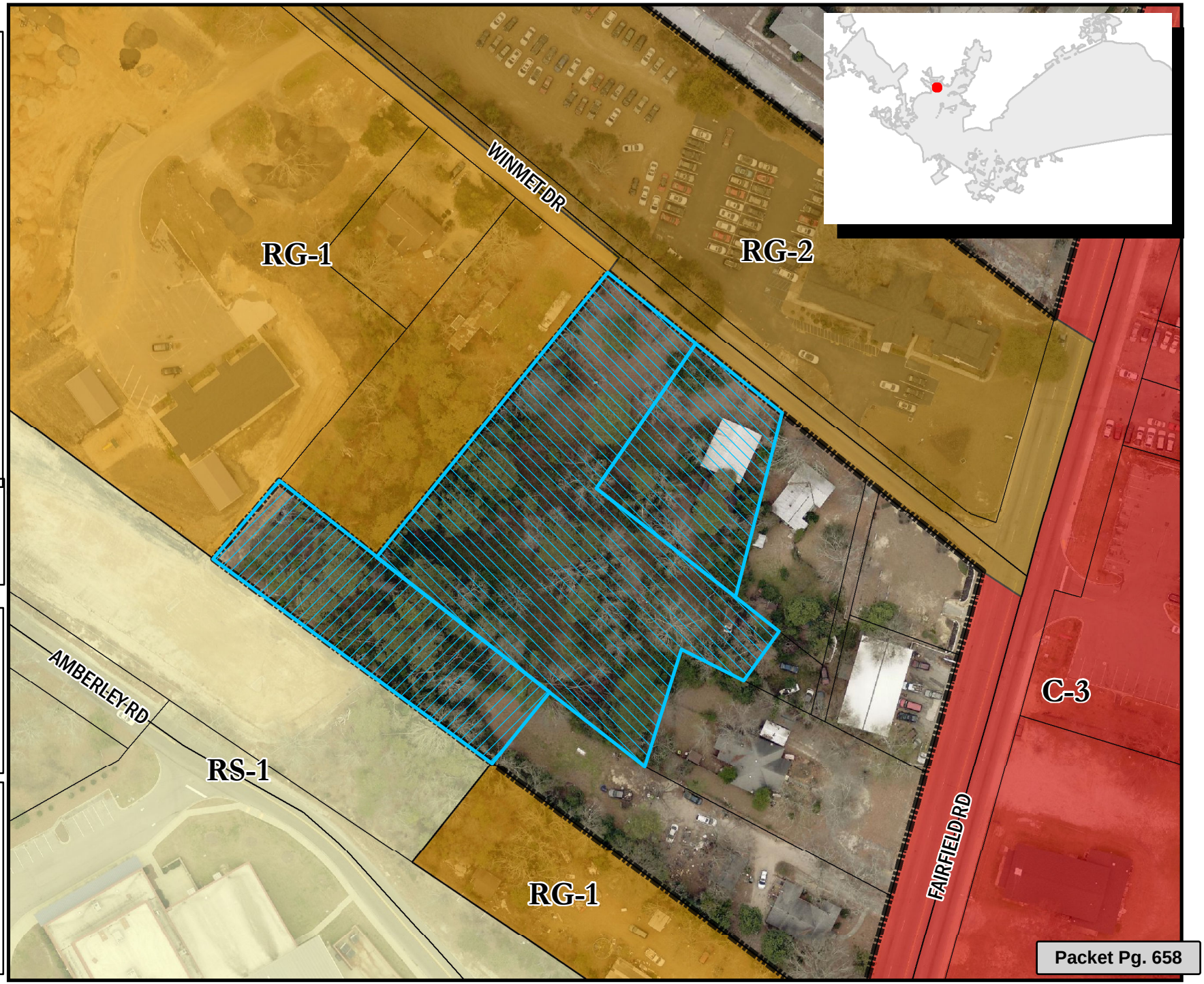
*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

527 and 531 Winmet Drive and 5219 Fairfield Road(p), TMS# 11702-02-13, 11702-02-14 and 11702-
Existing Zoning: RM-MD, Proposed Zoning: RG-1

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	

0 20 40 80 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 14, 2018

DISCLAIMER:
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CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA

We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

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

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, together with any improvements thereon, situate, lying and being on the southern side of Winmet Drive, north of the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as a Vacant Lot, No. 527 Winmet Drive, totaling 1.14 acres, more or less, and No. 520 Winmet Drive, totaling 0.38 acres, more or less, as shown on a plat prepared for Masjid Noor Ul Huda by Baxter Land Surveying, Co., Inc., dated March 15, 2017, recorded in the Office of the Register of Deeds for Richland County at Book 2201 Page 3084; and having such shapes, courses, distances, metes and bounds as shown upon said latter plat; all measurements being a little more or less, to which reference is hereby craved as often as necessary for a more complete and accurate description.

AND All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Parcel 2, totaling 0.46 acres, more or less, as shown on a plat prepared for Masjd Noor ul Huda by Baxter Land Surveying Co., Inc., dated February 7, 2018, recorded in the Office of the Register of Deeds for Richland County at Book 2281 Page 580; and having such shapes, courses, distances, metes and bounds as shown upon said plat, all measurements being a little more or less, reference being craved thereto as often as necessary for a more complete and accurate description; all measurements being a little more or less.

Richland County TMS: 11702-02-13, 11702-02-14, and 11702-02-20 (portion)
Property Address: 527 Winmet Drive, 531 Winmet Drive, and 0.46 acre portion of 5219 Fairfield Road

Minhaj al-Quran USA

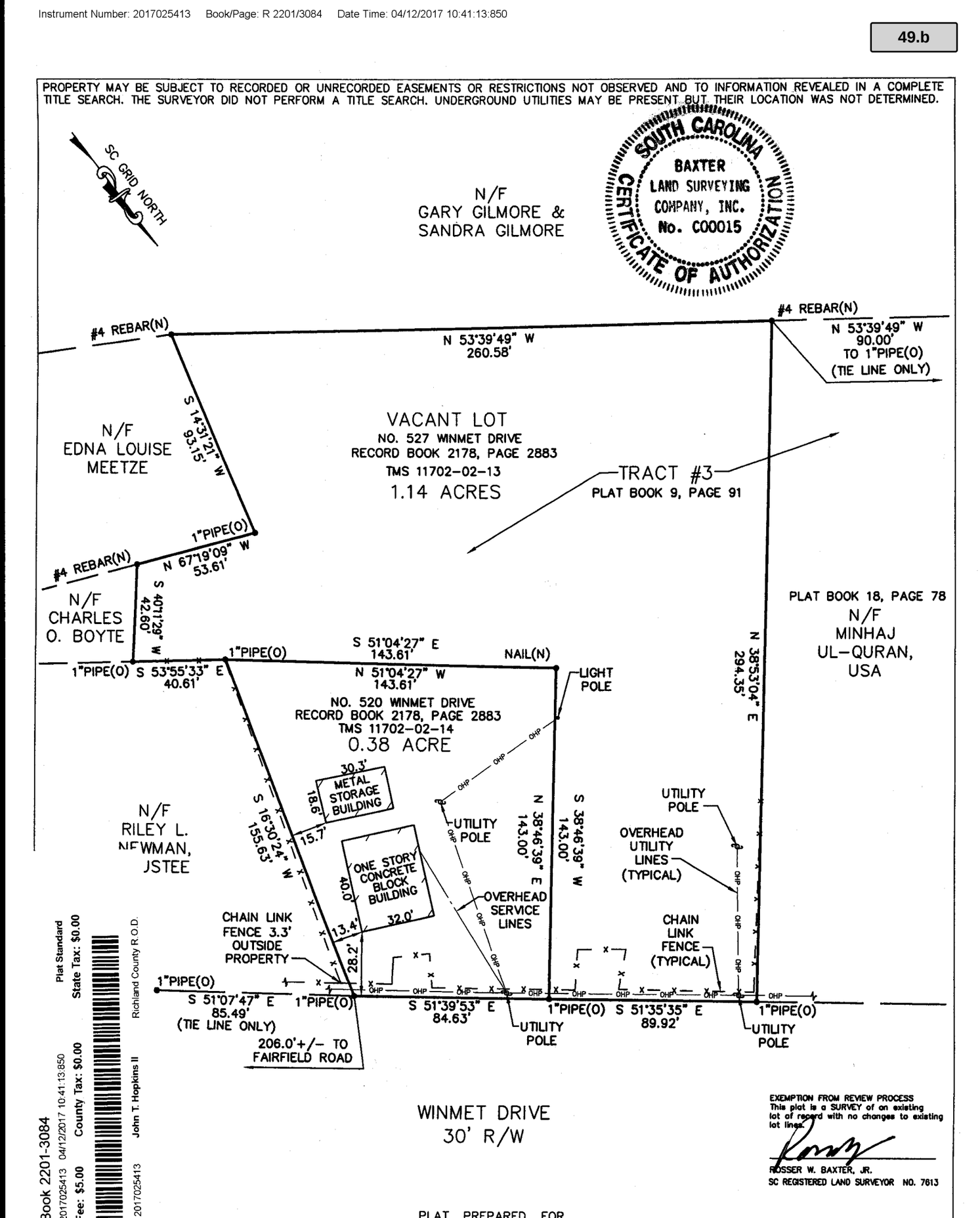
BY: M. Sadiq
(Signature)

CHAUDHRY SADIQ
(Print or Type Name)

Date: 5/14/18

Its: DIRECTOR
(Print or Type Title)

PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS OR RESTRICTIONS NOT OBSERVED AND TO INFORMATION REVEALED IN A COMPLETE TITLE SEARCH. THE SURVEYOR DID NOT PERFORM A TITLE SEARCH. UNDERGROUND UTILITIES MAY BE PRESENT BUT THEIR LOCATION WAS NOT DETERMINED.



Book 2201-3084
2017025413 04/12/2017 10:41:13:850
Fee: $5.00 County Tax: $0.00 State Tax: $0.00
Plat Standard
Richland County R.O.D.
John T. Hopkins II
2017025413

EXEMPTION FROM REVIEW PROCESS
This plat is a SURVEY of an existing lot of record with no changes to existing lot lines.

ROSSER W. BAXTER, JR.
SC REGISTERED LAND SURVEYOR NO. 7613

PLAT PREPARED FOR

MASJID NOOR UL HUDA

FB275-1

RICHLAND COUNTY, NEAR COLUMBIA, SC

REFERENCES: (1) RECORD BOOK 2178, PAGE 2883 (2) PLAT BOOK 9, PAGE 91 (3) PLAT BOOK 18, PAGE 78

0' 20' 40' 80'

1" = 40'

MARCH 15, 2017

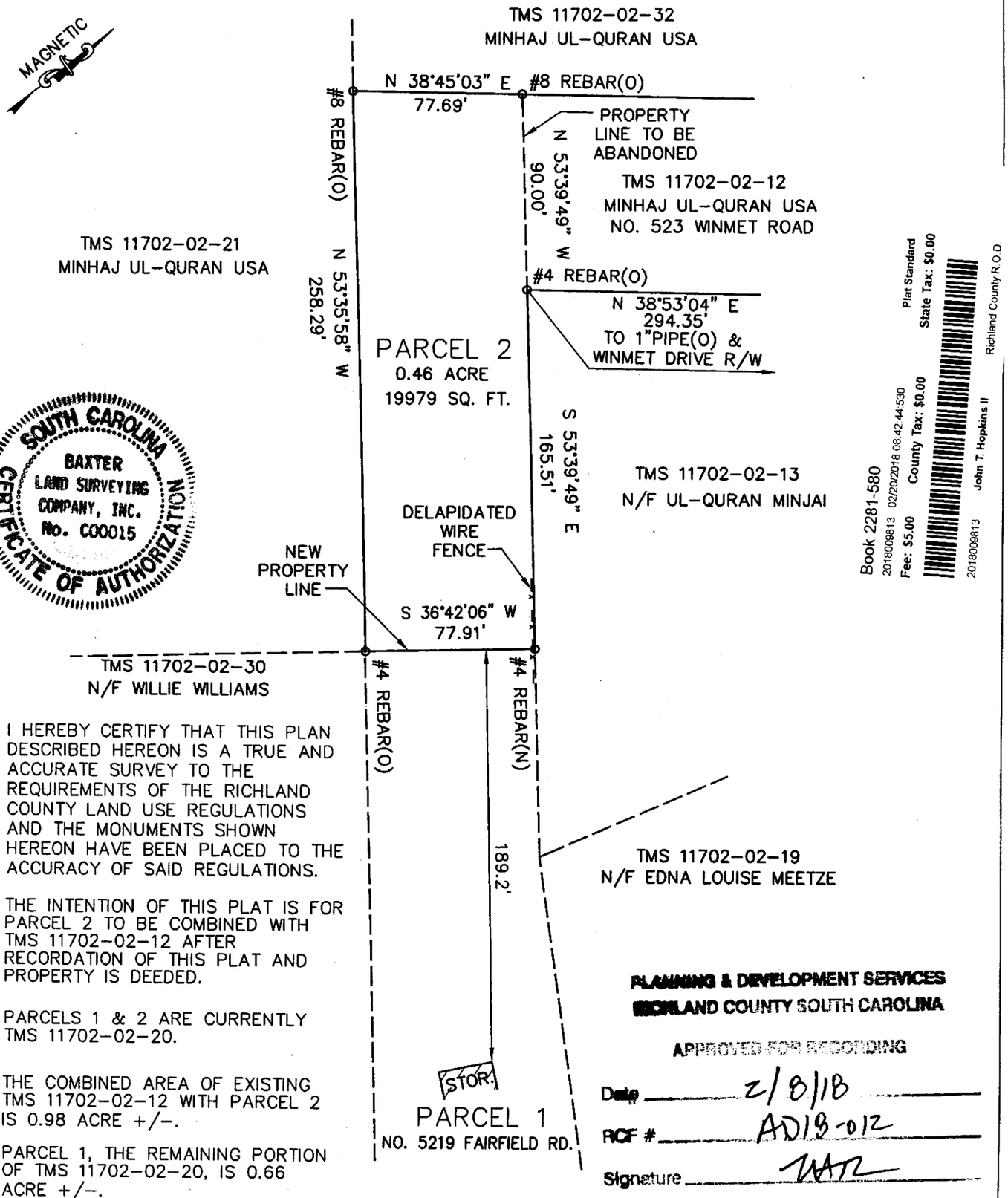
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

BAXTER LAND SURVEYING CO., INC.
2204 DEVINE STREET
COLUMBIA, SC 29205
(803)-252-8564

ROSSER W. BAXTER, JR. SCRLS NO. 7613

Instrument Number: 2018009813 Book/Page: R 2281/580 Date Time: 02/20/2018 08:42:44:530

PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS OR RESTRICTIONS NOT OBSERVED AND TO INFORMATION REVEALED IN A COMPLETE TITLE SEARCH. THE SURVEYOR DID NOT PERFORM A TITLE SEARCH. UNDERGROUND UTILITIES MAY BE PRESENT BUT THEIR LOCATION WAS NOT DETERMINED.



SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION
BAXTER LAND SURVEYING COMPANY, INC. No. C00015

Book 2281-580
2018009813 02/20/2018 08:42:44:530
Fee: $5.00 County Tax: $0.00 Plat Standard State Tax: $0.00
John T. Hopkins II Richland County R.O.D.
2018009813

I HEREBY CERTIFY THAT THIS PLAN DESCRIBED HEREON IS A TRUE AND ACCURATE SURVEY TO THE REQUIREMENTS OF THE RICHLAND COUNTY LAND USE REGULATIONS AND THE MONUMENTS SHOWN HEREON HAVE BEEN PLACED TO THE ACCURACY OF SAID REGULATIONS.

THE INTENTION OF THIS PLAT IS FOR PARCEL 2 TO BE COMBINED WITH TMS 11702-02-12 AFTER RECORDATION OF THIS PLAT AND PROPERTY IS DEEDED.

PARCELS 1 & 2 ARE CURRENTLY TMS 11702-02-20.

THE COMBINED AREA OF EXISTING TMS 11702-02-12 WITH PARCEL 2 IS 0.98 ACRE +/-.

PARCEL 1, THE REMAINING PORTION OF TMS 11702-02-20, IS 0.66 ACRE +/-.

PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA

APPROVED FOR RECORDING
Date 2/8/18
RCF # AD18-012
Signature

PLAT PREPARED FOR

MASJD NOOR UL HUDA

RICHLAND COUNTY, NEAR COLUMBIA, SC

THE SAME BEING SHOWN AS A PORTION OF PROPERTY SHOWN ON PLAT PREPARED FOR WILLIAM D. BURGESS & MATTIE MAE BURGESS, BY COX AND DINKINS, INC., DATED NOVEMBER 20, 1986, AND RECORDED IN THE OFFICE OF REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK 51, PAGE 3176.

0' 30' 60' 120'

1" = 60'

FEBRUARY 7, 2018

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

BAXTER LAND SURVEYING CO., INC.
2204 DEVINE STREET
COLUMBIA, SC 29205
(803)-252-8564

ROSSER W. BAXTER, JR. SCRLS NO. 7613

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 2313 Apple Valley Road; TMS# 07502-01-19**

PURPOSE: **Ordinance No.: 2018-045 - Annexing and Incorporating 2313 Apple Valley Road, Richland County TMS# 07502-01-19 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015**

Council District: 1

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

Applicant: Aurora B. Barnhill and Dudley D. Barnhill

Staff Recommendation: Approval

PC Recommendation: 07/09/2018; Approval (5-0)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX-2018-0010_2313AppleValley (PDF)
- #b: 2018-045 annex-incorporate 2313 Apple Valley (PDF)

CITY COUNCIL

August 14, 2018 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
2313 Apple Valley Road; TMS# 07502-01-19

Council District:	1
Proposal:	Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of General Residential District (RG-1). The property is currently classified as Mixed Residential High Density and zoned RM-MD by Richland County.
Applicant:	Aurora B. Barnhill and Dudley D. Barnhill
Staff Recommendation:	Approval
PC Recommendation:	07/09/2018; Approval (5-0)
ZPH, 1st Reading:	07/17/2018; Rescheduled
ZPH, 1st Reading:	08/14/2018; Pending
2nd Reading:	09/04/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.27 acres
Current Use: Two Family Residential
Proposed Use: Two Family Residential
Reason for Annexation: Municipal Services
Urban Service Area: Long Range
Current Richland County Land Use: Mixed Residential High Density
Proposed Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current Richland County Zoning: RM-MD
Proposed Zoning: General Residential District (RG-1)
Census Tract: 104.07

DETERMINATION FOR CITY SERVICES

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

Police
We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD approximately **$440** annually to provide service for the existing duplex based upon current calls for service in nearby areas of the City of Columbia.

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

Solid Waste
The cost associated with solid waste service for this property is **$187.00** annually per household.

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

Water Customer Care
Annexation will result in an approximately **40% reduction** in water and sewer service rates for the property.

Planning & Development Services
We recommend annexation of this property. While the property is within a designated "Long Range" Urban Service Area, 21 of the 60 lots in the Apple Valley subdivision are already within the City of Columbia and services are already being provided to this area. The annual City property tax revenue generated for this duplex will be approximately **$150.**

* Estimated City Tax Revenue is based on 2017 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002209))).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Long Range Area" as identified in the Urban Service Area Map

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

Long Range areas include parcels that are anticipated for future growth and urban service expansion, but are currently lacking in basic service availability. The basis for this area is the Water Service Boundary established in the Comprehensive Plan which was then modified for the establishment of an Urban Service Area through a more detailed analysis of existing development and growth of adjacent municipalities. Long Range areas periodically will need to be reviewed to determine whether the status needs revision due to change in conditions.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential Large Lot (UER-2); the property is currently classified as Mixed Residential High Density by Richland County.

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

Primary Types:

- Single-family Detached
  *Accessory dwelling units

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 property is located within the study area for the Broad River Corridor and Community Master Plan, which was adopted by Richland County in 2006. The property is located within the Piney Grove/St. Andrews East Neighborhood Planning Area (pg. 15), and the St. Andrews East Neighborhood Sub Area (pg. 48). The proposed land use character district for the subject property is Suburban Residential District, which is described as having a residential density of one to five dwelling units per acre. The closest Neighborhood Activity Center identified by the plan is at the intersection of St. Andrews Road and Broad River Road, and the subject property is not within a ½ mile radius of this proposed center, though it is barely outside the ½ mile radius for the node. No catalyst projects are recommended for the subject property.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RM-MD by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Residential District (RG-1) to the East. Surrounding parcels in unincorporated Richland County are currently zoned RM-MD to the North and West and RS-MD to the South.

The proposed City of Columbia zoning district is General Residential District (RG-1).

General Residential District (RG-1)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

STAFF RECOMMENDATION

Staff recommends City Council annex the property and assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning General Residential District (RG-1).

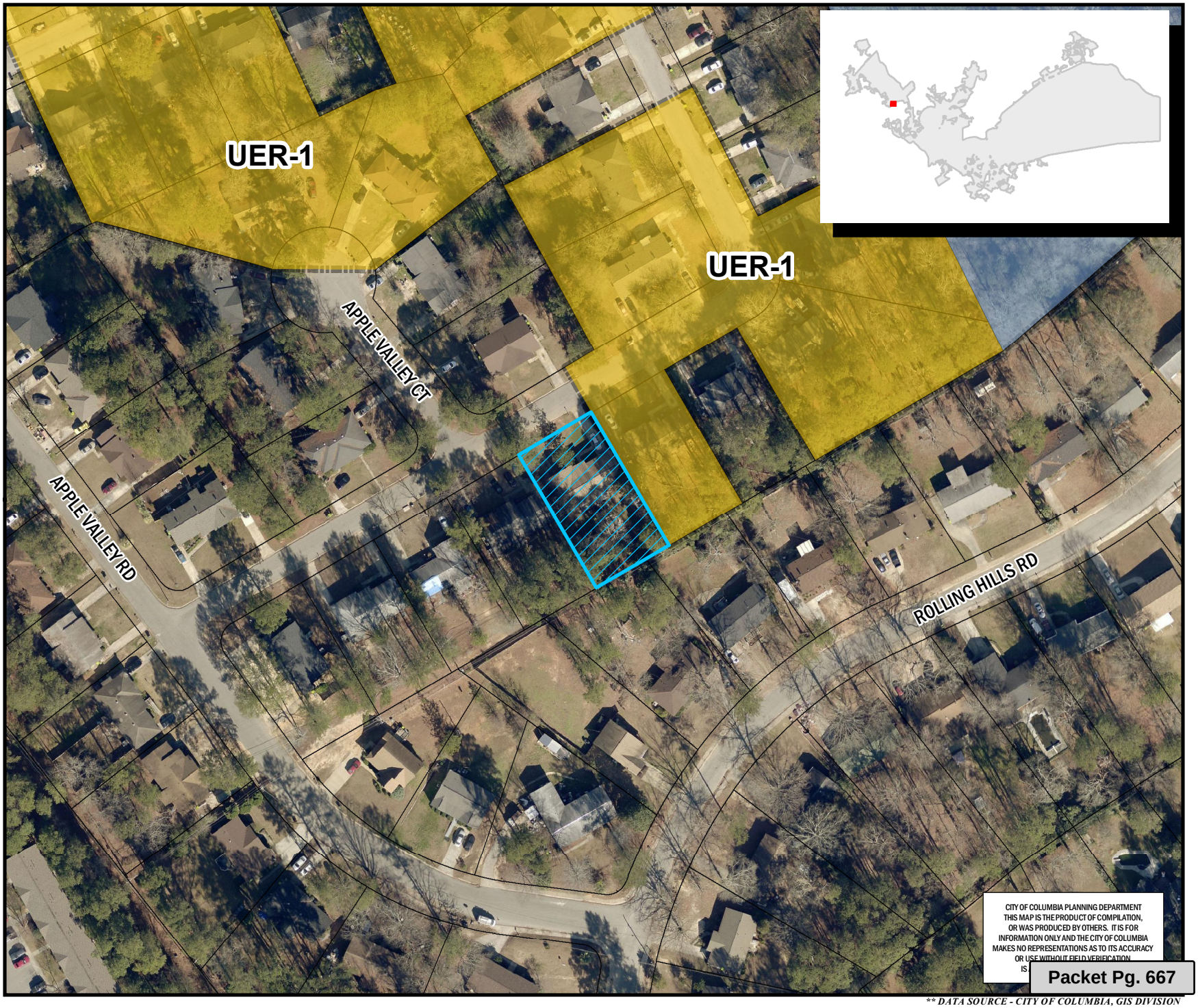
01/29/2017

© 2017 Pictometry

Future Land Use Map

2313 Apple Valley Road, TMS# 07502-01-19;
Current FLU: Mixed Residential High Density, Proposed FLU: UER-2

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:
Shane Shaughnessy
June 5, 2018

CITY OF COLUMBIA PLANNING DEPARTMENT
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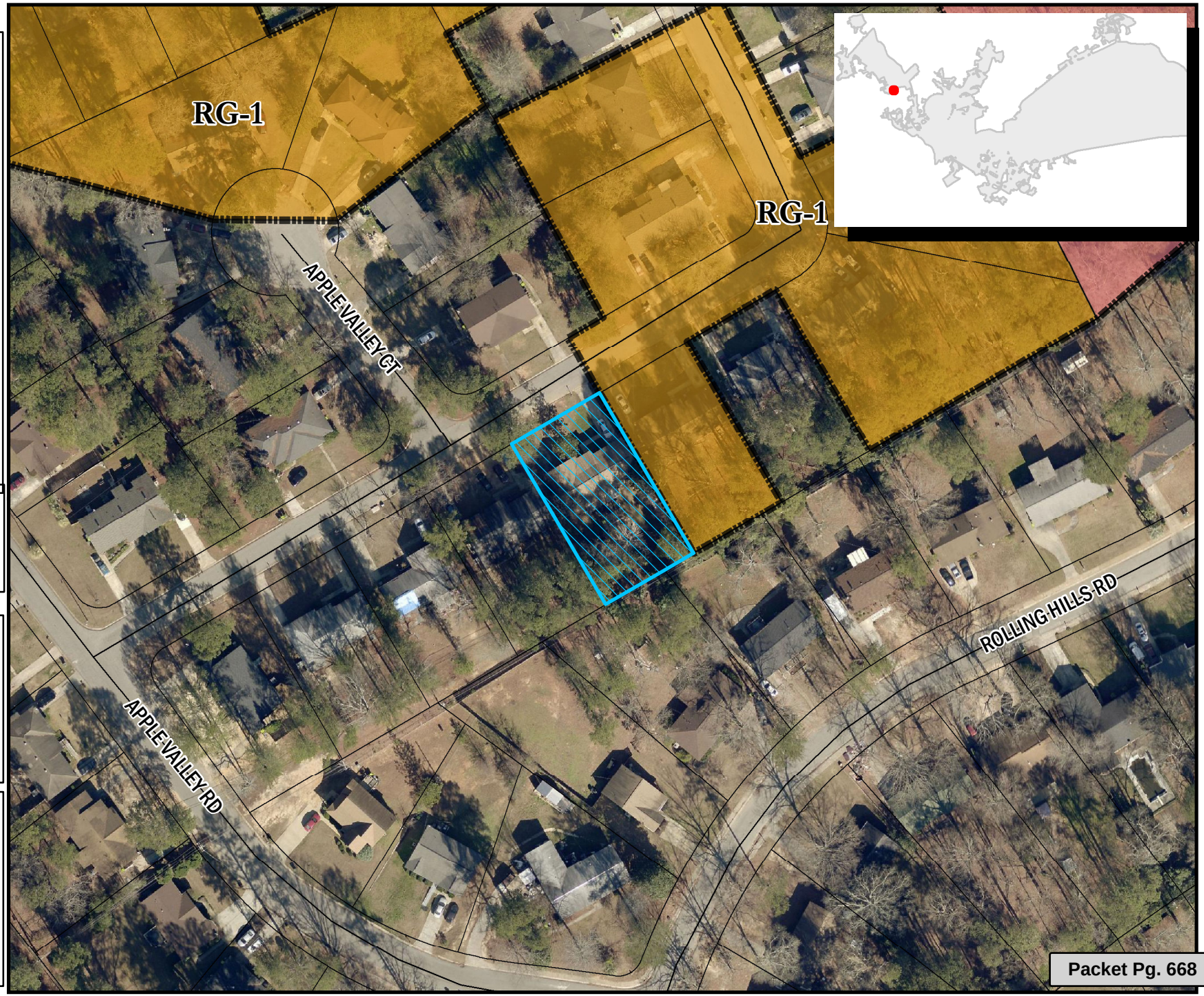
*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

2313 Apple Valley Road, TMS# 07502-01
Existing Zoning: RM-MD, Proposed Zoning: RG-1

50.a

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	

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
June 5, 2018

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CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA

We Are Columbia

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-045

Annexing and Incorporating 2313 Apple Valley Road, Richland County TMS# 07502-01-19 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 _____, 2018, 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 General Residential District (RG-1), apportioned to City Council District 1, Census Tract 104.07, contains 0.27 acres, and shall be assigned a land use classification of Urban Edge Residential Large Lot (UER-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 07502-01-19

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

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 7/16/2018
18001408

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-045

All that certain piece, parcel and 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, containing 8.61 acres, more or less, being shown and delineated as Lot 33, Block G on a plat of Apple Valley Subdivision by McMillan Engineering Company dated Feb 1, 1964, revised March 27, 1968 and recorded in the Office of the Register of Deeds for Richland County in Plat Boo X at Page 549. Aforesaid is specifically incorporated herein and reference is craved thereto for a more complete and accurate description of the metes and bounds, courses and distance of property concerned herein. Be all measurements a little more or less.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: June 8, 2018

RE: **Property Address:** 2313 Apple Valley Road
Richland County TMS#: 07502-01-19
Owner(s): Aurora B. Barnhill and Dudley D. Barnhill
Current Use: Two-Family Residential
Proposed Use: Two-Family Residential
Current County Land Use: Mixed Residential High Density
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Multi-family Medium Density (RM-MD)
Proposed City Zoning: General Residential (RG-1)
Reason for Annexation: Municipal Services/Long Range
City Council District: 1
Census Tract: 104.07

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 **July 9, 2018** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

cc:
Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Aubrey Jenkins, Fire Chief
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Deputy Business License Administrator
Angela Adams, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Denny Daniels, Engineering
Carolyn Wilson, Police Planning & Research
Alfreda Tindal, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Dana Higgins, Director, Engineering
Jan Alonso, Finance Director
Gloria Saaed, Community Development Director
George Adams, Fire Marshal
Rachel Bailey, Zoning Administrator
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 Land Use Recommendation: UER-2 (Land Use classification) by 5-0 on 7/9/18 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-1 (Zoning classification) by 5-0 on 7/9/18 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

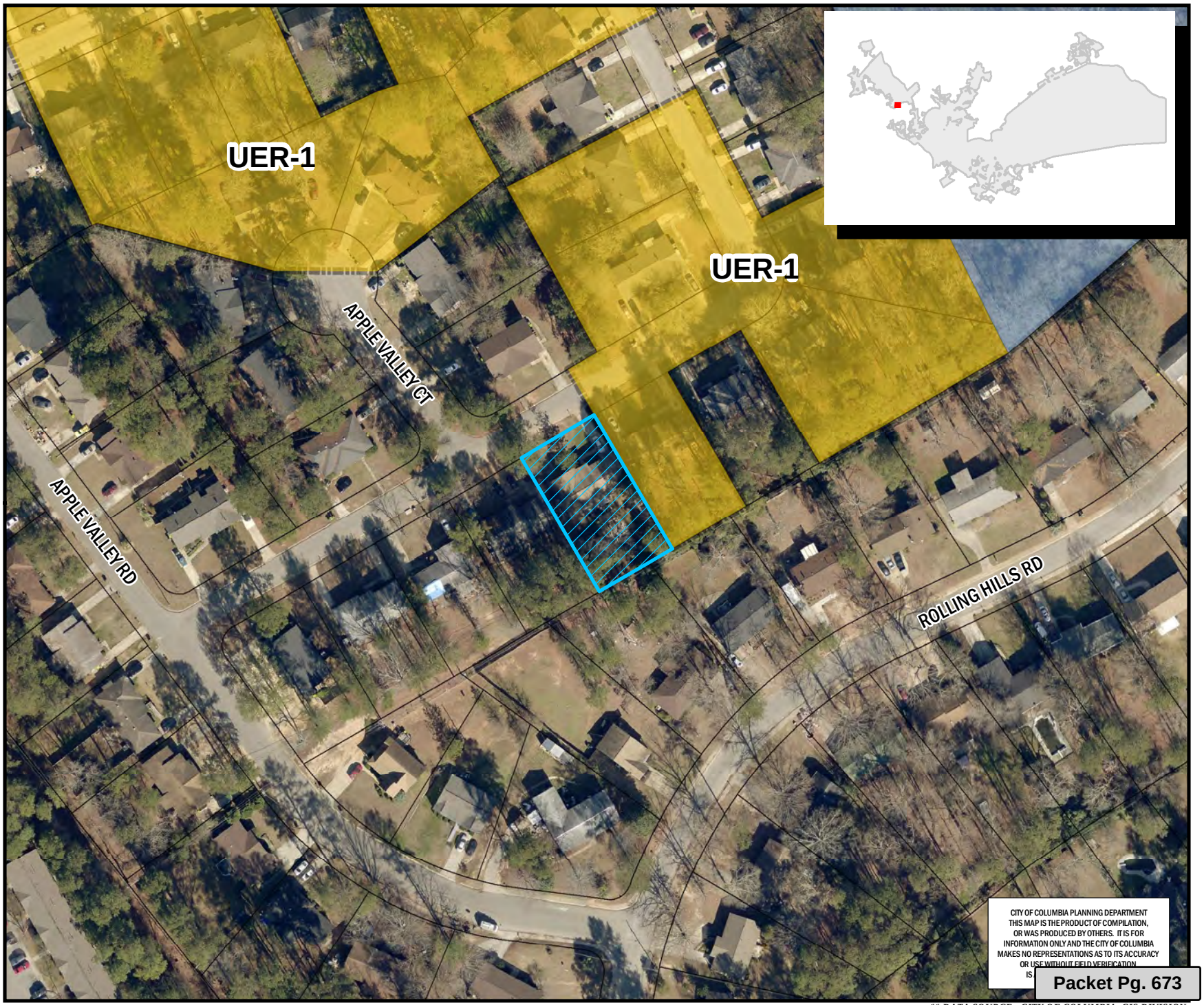
01/29/2017

© 2017 Pictometry

Future Land Use Map

2313 Apple Valley Road, TMS# 07502-01-19;
Current FLU: Mixed Residential High Density, Proposed FLU: UER-2

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:
Shane Shaughnessy
June 5, 2018

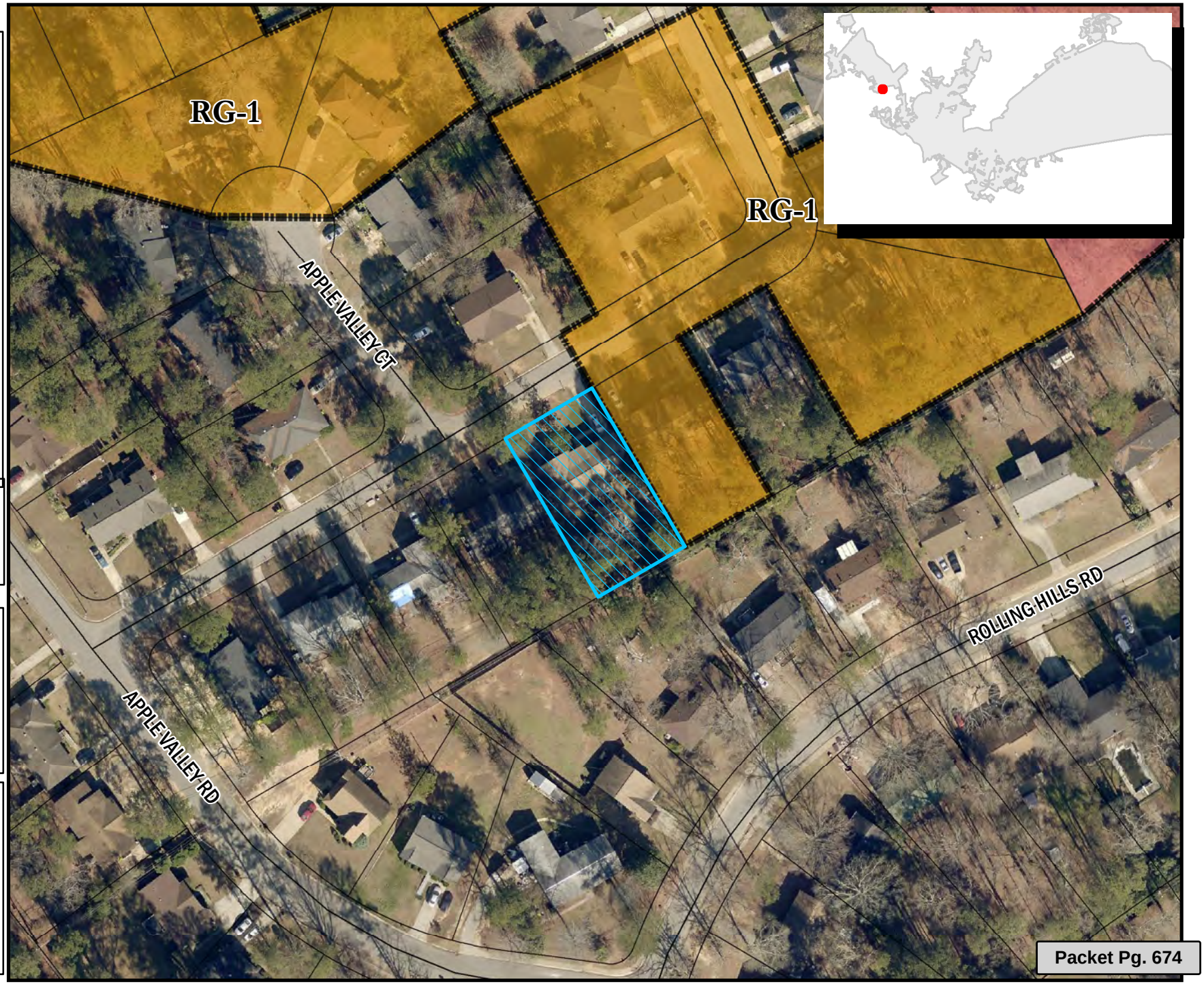
CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION, OR WAS PRODUCED BY OTHERS. IT IS FOR INFORMATION ONLY AND THE CITY OF COLUMBIA MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR USE WITHOUT FIELD VERIFICATION IS

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

2313 Apple Valley Road, TMS# 07502-01
Existing Zoning: RM-MD, Proposed Zoning: RG-1

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	

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
June 5, 2018

DISCLAIMER:
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CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION**

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

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

Property Description: All that certain piece, parcel or lot of land, together with improvements thereon, if any situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Lot 33, Block G on a plat of Apple Valley Subdivision by McMillan Engineering Company, dated Feb 1, 1964, revised March 27, 1968 and recorded in the Office of the Register of Deeds for Richland County in Plat Book X at page 549. Aforesaid is specifically incorporated herein and reference is craved thereto for a more complete and accurate description of the metes and bounds, courses and distance of property concerned herein. Be all measurements a little more or less.

Richland County TMS: 07502-01-19

Property Addresses: 2313 Apple Valley Road

BY: Aurora B. Barnhill Date: 05-16-2018

Aurora B. Barnhill

BY: Dudley D. Barnhill Date: 05-16-2018

Dudley D. Barnhill

V-544

STATE OF SOUTH CAROLINA

BLOCK

APPLE VALLEY ROAD

BLOCK "H"

APPLE VALLEY ROAD

NOW OR FORMERLY

APPLE VALLEY ROAD

BLOCK "G"

BLOCK "I"

MICHAEL ROAD

= Property to be annexed

REVISED FEB. 19 1966 TO SHOW REVISIONS OF ELDOS C & H.
MAR. 8 1966 TO SHOW CORRECTED DIMENSION BLOCK C & H

NOTE
LOT DIMENSIONS ARE SUBJECT TO CHANGE WHEN STAKED IN THE FIELD

MAP OF

APPLE VALLEY

SECTION OF

ST. ANDREWS ACRES

RICHLAND COUNTY, NEAR COLUMBIA, S.C.

7249

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 2019 Joe Frazier Court; TMS# 13516-03-07**

PURPOSE: **Ordinance No.: 2018-046 - Annexing and Incorporating 2019 Joe Frazier Court Richland County TMS# 13516-03-07 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015**

Council District: 3

Proposal: Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Single-Family Residential District (RS-2). The property is currently classified as Economic Development Center/Corridor and zoned RS-HD by Richland County.

Applicant: Henry Goodson

Staff Recommendation: Approval

PC Recommendation: 07/09/2018; Approval (5-0)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX-2018-0011_2019JoeFrazier (PDF)
- #b: 2018-046 annex-incorporate 2019 Joe Frazier (PDF)

CITY COUNCIL

August 14, 2018 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
2019 Joe Frazier Court; TMS# 13516-03-07

Council District:	3
Proposal:	Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Single-Family Residential District (RS-2). The property is currently classified as Economic Development Center/Corridor and zoned RS-HD by Richland County.
Applicant:	Henry Goodson
Staff Recommendation:	Approval
PC Recommendation:	07/09/2018; Approval (5-0)
ZPH, 1st Reading:	07/17/2018; Rescheduled
ZPH, 1st Reading:	08/14/2018; Pending
2nd Reading:	09/04/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.21 acres
Current Use: Single Family Residential
Proposed Use: Single Family Residential
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
Current Richland County Land Use: Economic Development Center/Corridor
Proposed Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current Richland County Zoning: RS-HD
Proposed Zoning: Single-Family Residential District (RS-2)
Census Tract: 117.02

DETERMINATION FOR CITY SERVICES

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

Police
We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD approximately **$240** annually to provide service for this existing single-family residence based upon current calls for service in nearby areas of the City of Columbia.

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

Solid Waste
The cost associated with solid waste service for this property is **$187.00** annually per household.

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

Water Customer Care
Annexation will result in an approximately **40% reduction** in water and sewer service rates for the property.

Planning & Development Services
This property is within a designated "Secondary" Urban Service Area and we recommend annexation of this property. This single family residence is on a State-owned road and adjacent to property owned by the City of Columbia. The annual City property tax revenue generated for this single family residence will be approximately **$15** based on current assessed value.

* Estimated City Tax Revenue is based on 2017 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002209))).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Secondary Area" as identified in the Urban Service Area Map

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

Secondary areas are those areas where the City determines it logical or advantageous to provide services, but where all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. Annexation in these areas may occur, but a more detailed analysis will be needed to determine the possible impact on revenue. As is stated in the policy, these areas may include "higher value" properties that would prove beneficial to revenues.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential Large Lot (UER-2); the property is currently classified as Economic Development Center/Corridor by Richland County.

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

Primary Types:

- Single-family Detached
  *Accessory dwelling units

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-HD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Light Industrial District (M-1) to the North and West. Surrounding parcels in unincorporated Richland County are currently zoned RS-HD to the East and MH to the South.

The proposed City of Columbia zoning district is Single-Family Residential District (RS-2).

Single-Family Residential District (RS-2)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends City Council annex the property, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Single-Family Residential District (RS-2) at the time of annexation.

02/05/2017

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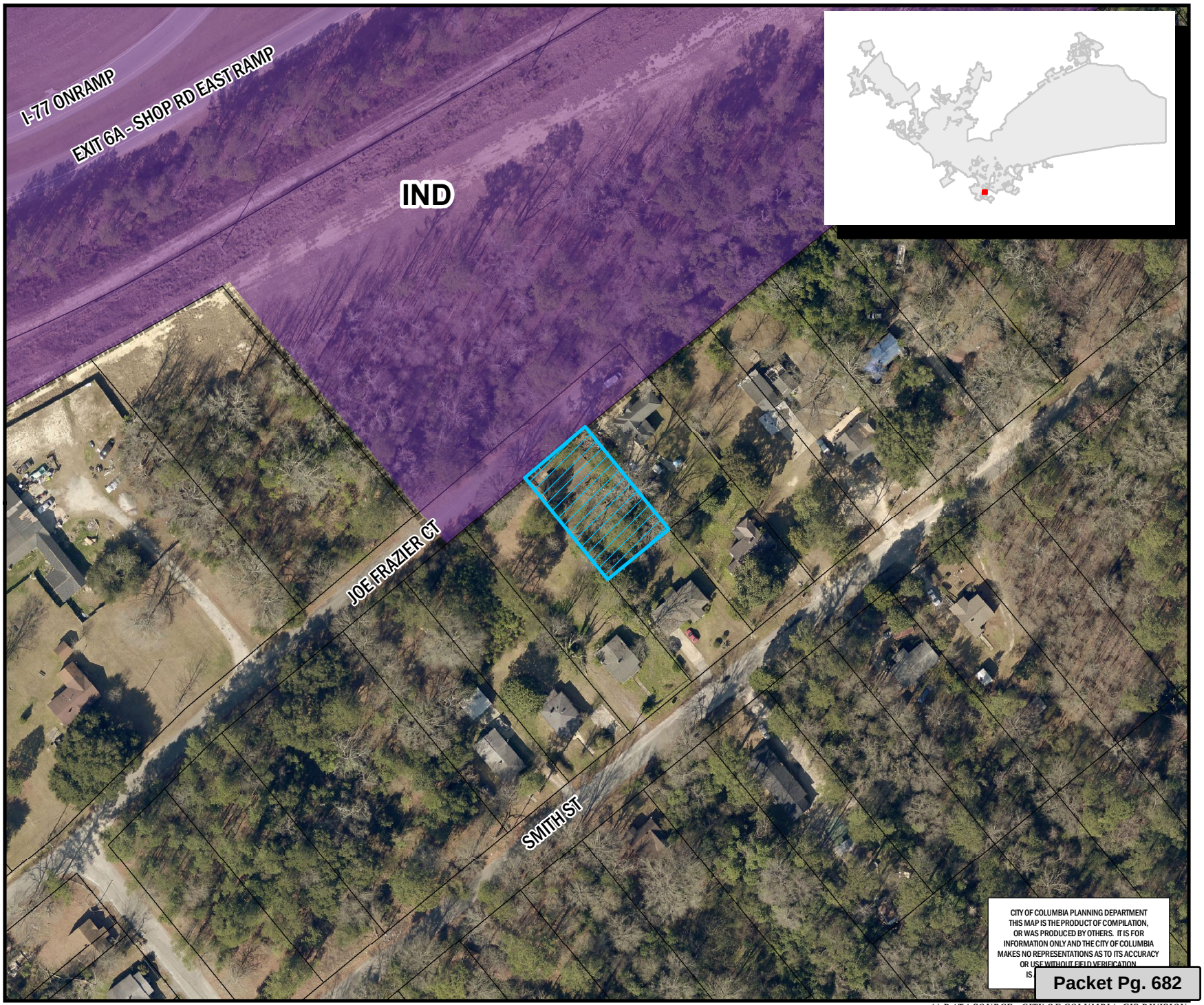
Future Land Use Map

2019 Joe Frazier Court, TMS# 13506-03-07;
Existing FLU: Economic Development Center/Corridor, Proposed FLU: UER-2

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
June 5, 2018

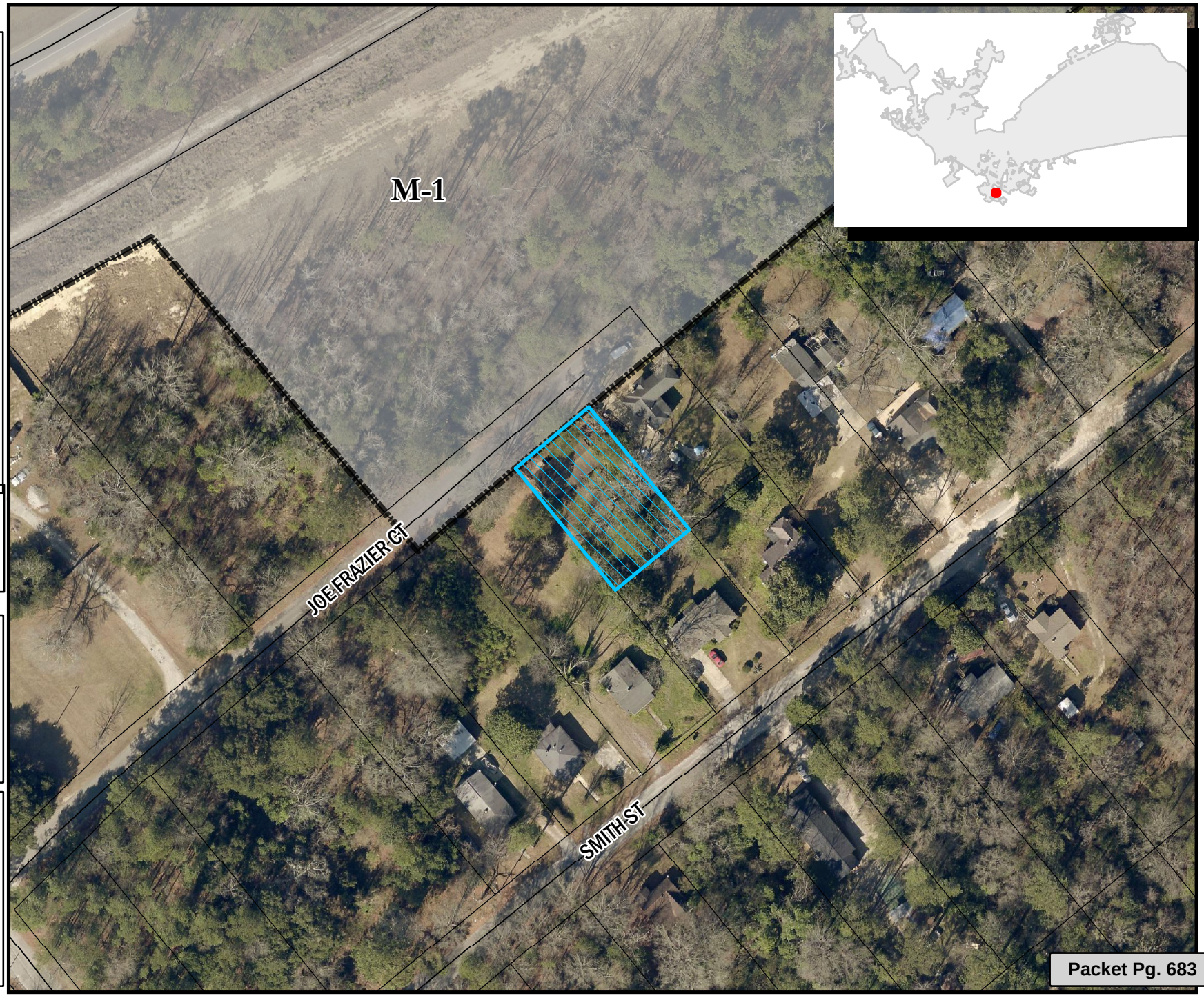
CITY of COLUMBIA, S.C. — JUSTITIA VIRTUTUM REGINA
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

2019 Joe Frazier Court, TMS# 13516-03
Existing Zoning: RS-HD, Proposed Zoning: RS-2

Department of Planning & Development Services



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We Are Columbia

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-046

Annexing and Incorporating 2019 Joe Frazier Court, Richland County TMS# 13516-03-07 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 _____, 2018, 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 Single Family Residential District (RS-2), apportioned to City Council District 3, Census Tract 117.02, contains 0.21 acres, and shall be assigned a land use classification of Urban Edge Residential Large Lot (UER-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13516-03-07

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

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 7/24/2018
18001407

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-046

All that certain piece, parcel and 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 the Northwestern one-half (1/2) of Lot Eight (8), Block "H", on a plat prepared for Allied Corporate, by C.D. Caughman, Reg. Surveyor, last revied June 1, 1964, and recorded in the Office of the Clerk of Court for Richland County in Plat Book 4 at Page 536; said lot being bounded and measuring as follows: on the Northeast by lot Nine (9), Block H, on said plat whereon it measures One Hundred Twenty-five (125') feet, more or less, on the Southeast by the remaining portion of Lot No. Eight (8), Block H on said plat, whereon it measures Seventy-five (75') feet, more or less, on the Southwest by Lot No. seven (7), Block H, on said plat whereon it measures One hundred Twenty-five (125') feet, more or less; and on the Northwest by an unnamed street or alley way on said plat, whereon it measures Seventy-five (75') feet, be all measurements a little more or less.

Last revised: 7/24/2018
18001407

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: June 8, 2018

RE: **Property Address:** 2019 Joe Frazier Court
Richland County TMS#: 13516-03-07
Owner(s): Henry Goodson
Current Use: Single Family Residence
Proposed Use: Single Family Residence
Current County Land Use: Economic Development Center/Corridor
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Single Family High Density (RS-HD)
Proposed City Zoning: Single Family Residential (RS-2)
Reason for Annexation: Municipal Services/Secondary Area
City Council District: 3
Census Tract: 117.02

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 **July 9, 2018** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

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Rachel Bailey, 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 Land Use Recommendation: UER-2 (Land Use classification) by 5-0 on 7/9/18 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RS-2 (Zoning classification) by 5-0 on 7/9/18 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

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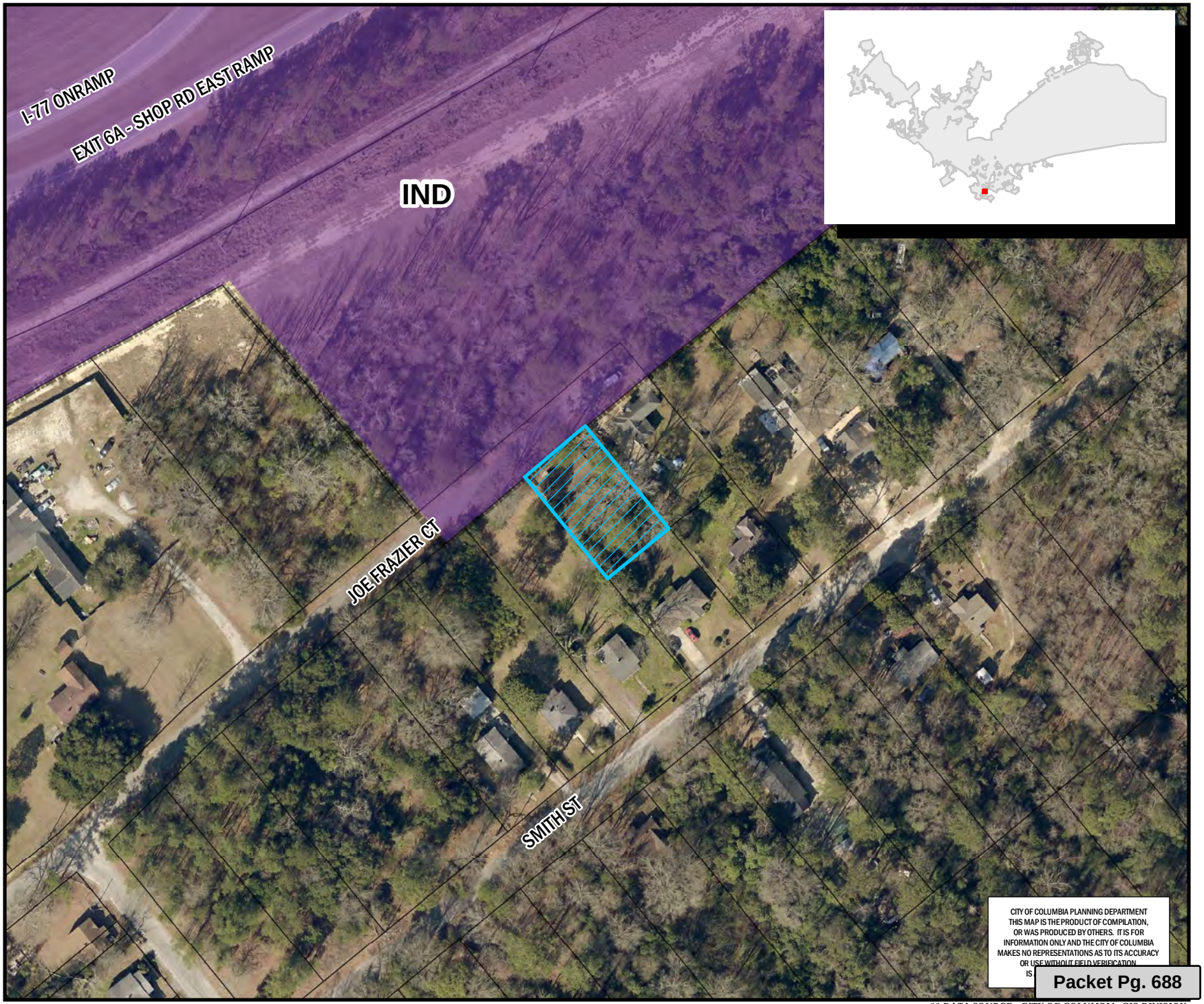
Future Land Use Map

2019 Joe Frazier Court, TMS# 13506-03-07;
Existing FLU: Economic Development Center/Corridor, Proposed FLU: UER-2

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
June 5, 2018

CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

2019 Joe Frazier Court, TMS# 13516-03
Existing Zoning: RS-HD, Proposed Zoning: RS-2

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	

0 25 50 100 Feet

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*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

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

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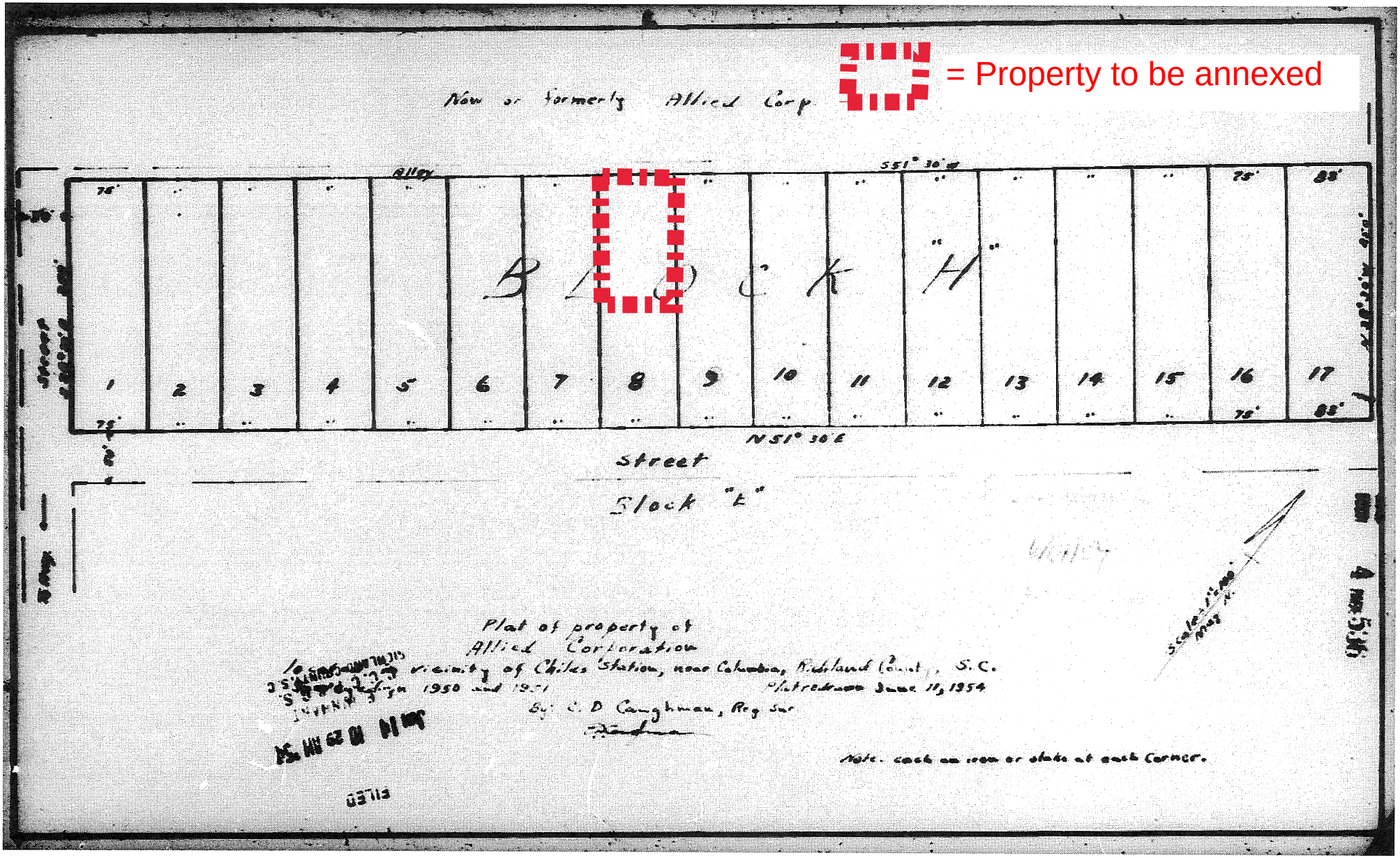
Richland County TMS: 13516-03-07

Property Addresses: 2019 Joe Frazier Court

OWNER:

Henry Goodson

Date: 24 May 2018


= Property to be annexed
Now or formerly Allied Corp
Alley
S51° 30' W
Block "H"
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
N51° 30' E
Street
Block "L"
Plat of property of
Allied Corporation
vicinity of Chiles Station, near Columbia, Richland County, S. C.
Surveyed June 11, 1954
By: C. D. Caughman, Reg Sur
Note. each an iron or stake at each corner.

13516

= Property to be annexed

SHOP ROAD

BELTWAY

I-77

SOUTHEASTERN EXTENSION

S.C. 768

FIRST STREET SOUTH EXTENSION

PHOENIX CT.

JOE FRAZIER CT.

FRAZIER STREET

SMITH ROAD

ATLAS ROAD

POWER EASEMENT

SEE T.M.S. 13512-04-01 FOR ACREAGE

NOTE: BLK. 3 LOT 22 ANNEXED INTO CITY 9-9-98.

N 344,500

E 2,007,500

E 2,010,000

Prepared by
KUCERA & ASSOCIATES
Photogrammetric Consultants
Mentor, Ohio

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12/83	12/04
12/88	12/05
	12/06
	12/01
	12/02
	12/03

LEGEND

PROPERTY LINE
RIGHT OF WAY
CITY LIMITS
SCHOOL DIST
RAILROAD
PUBLIC ROAD AND BLOCK DIVIDER

R — DENOTES BUILDING USE
R - RESIDENTIAL
C - COMMERCIAL
ETC...
(B) (C) — DENOTES SEPARATE OWNER FROM BUILDING

BLOCK NO
LOT NO
LOT MEASUREMENT
ACREAGE
ADDRESS

50
50
150.5
6.55 AC.
1204

PROPERTY TAX MAP
RICHLAND COUNTY
SOUTH CAROLINA

THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE. THE BOARD OF ASSESSMENT CONTROL RESERVES THE EXCLUSIVE RIGHT TO SELL AND NO RESALE OR REPRODUCTIONS FOR RESALE PURPOSES IS PERMITTED.

MAP KEY

136-09	136-13	163-01
135-12	135-16	162-04
135-11	135-15	162-03

GRAPHIC SCALE
0 100 200 300
1" = 100'

LOCATION AND DIMENSIONS OF BUILDINGS MAY NOT BE DRAWN TO SCALE

NORTH

PROPERTY MAP
SHEET NO.
13516
SCHOOL DISTRICT
ILR, ICC

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 125 Peyton Road; TMS# 16407-07-12**

PURPOSE: **Ordinance No.: 2018-047 - Annexing and Incorporating 125 Peyton Road, Richland County TMS# 16407-07-12 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015**

Council District: 4

Proposal: Request to annex, assign land use classification of Industrial (IND) and assign zoning of Light Industrial District (M-1). The property is currently classified as Neighborhood Medium Density and zoned M-1 by Richland County.

Applicant: Sunflower Cleaning Group, LLC/Sunflower Self Storage, LLC

Staff Recommendation: Approval

PC Recommendation: 07/09/2018; Approval (5-0)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX-2018-0012_125Peyton (PDF)
- #b: 2018-047 annex-incorporate 125 Peyton (PDF)

CITY COUNCIL

August 14, 2018 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
125 Peyton Road; TMS# 16407-07-12

Council District:	4
Proposal:	Request to annex, assign land use classification of Industrial (IND) and assign zoning of Light Industrial District (M-1). The property is currently classified as Neighborhood Medium Density and zoned M-1 by Richland County.
Applicant:	Sunflower Cleaning Group, LLC/Sunflower Self Storage, LLC
Staff Recommendation:	Approval
PC Recommendation:	07/09/2018; Approval (5-0)
ZPH, 1st Reading:	08/14/2018; Pending
2nd Reading:	09/04/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.45 acres
Current Use: Mini-Warehouse
Proposed Use: Mini-Warehouse
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current Richland County Land Use: Neighborhood Medium Density
Proposed Land Use Classification: Industrial (IND)
Current Richland County Zoning: M-1
Proposed Zoning: Light Industrial District (M-1)
Census Tract: 116.03

DETERMINATION FOR CITY SERVICES

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

Police
We find that the proposed annexation will result in an increased number of calls for services. Based upon current calls for service for other, larger, miniwarehouses in the area, we estimate this will cost the CPD approximately **$2,000** annually to provide service for this property.

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

Solid Waste
It is not anticipated that Solid Waste service will be provided to this commercial property.

Engineering
The City of Columbia is constructing a 2" water line to serve this property. In addition to adding a new water customer, this would also complete service availability to this small "donut hole". Sewer service is already available to this property.

Water Customer Care
Annexation will result in an approximately **40% reduction** in sewer service rates for the property and add a new water customer.

Planning & Development Services
This property is within a "Donut Hole" surrounded by the City of Columbia and we recommend annexation of this property. The property is an existing miniwarehouse. The annual City property tax revenue generated for property will be approximately **$400.**

* Estimated City Tax Revenue is based on 2017 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002209))).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" as identified in the Urban Service Area Map

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

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Industrial (IND); the property is currently classified as Neighborhood Medium Density by Richland County.

Industrial districts are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic, and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate the uses and provide buffers and sufficient street infrastructure to accommodate the needs of businesses.

Primary Types:

- Small to Extra Large Format Flex

Secondary Types:

- Parking Structures and Lots
- Power Utilities
- Water and Wastewater Treatment

Tertiary Types

- Small to Large Commercial (Entertainment, Retail/Services)
- Medium to Large Business/Employment

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned M-1 by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R) to the North, Light Industrial District (M-1) to the East and General Commercial District (C-3) to the South and West.

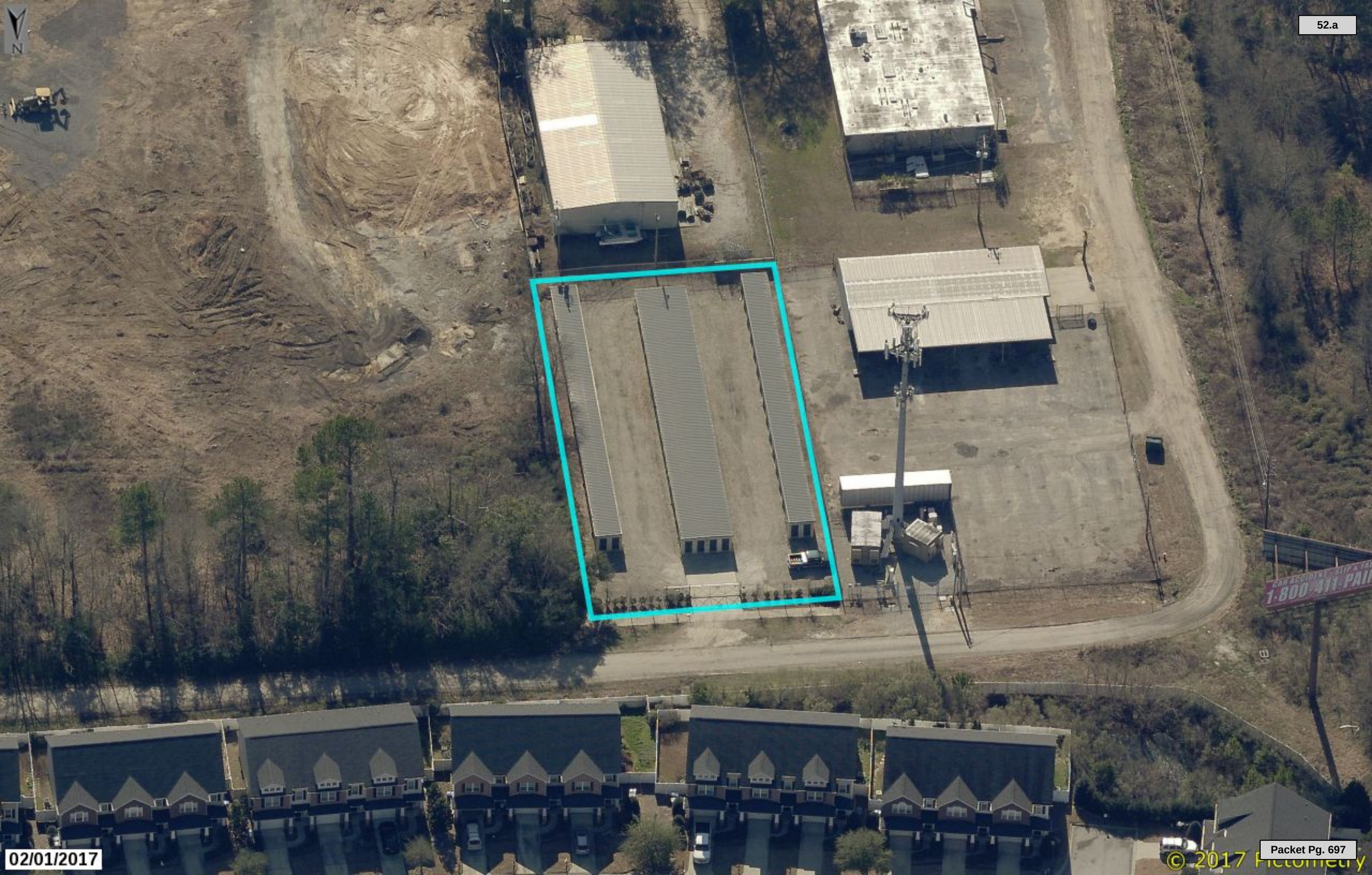
The proposed City of Columbia zoning district is Light Industrial District (M-1).

Light Industrial District (M-1)

The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

STAFF RECOMMENDATION

Staff recommends City Council annex the property, assign land use classification of Industrial (IND) and assign zoning of Light Industrial District (M-1) at the time of annexation.



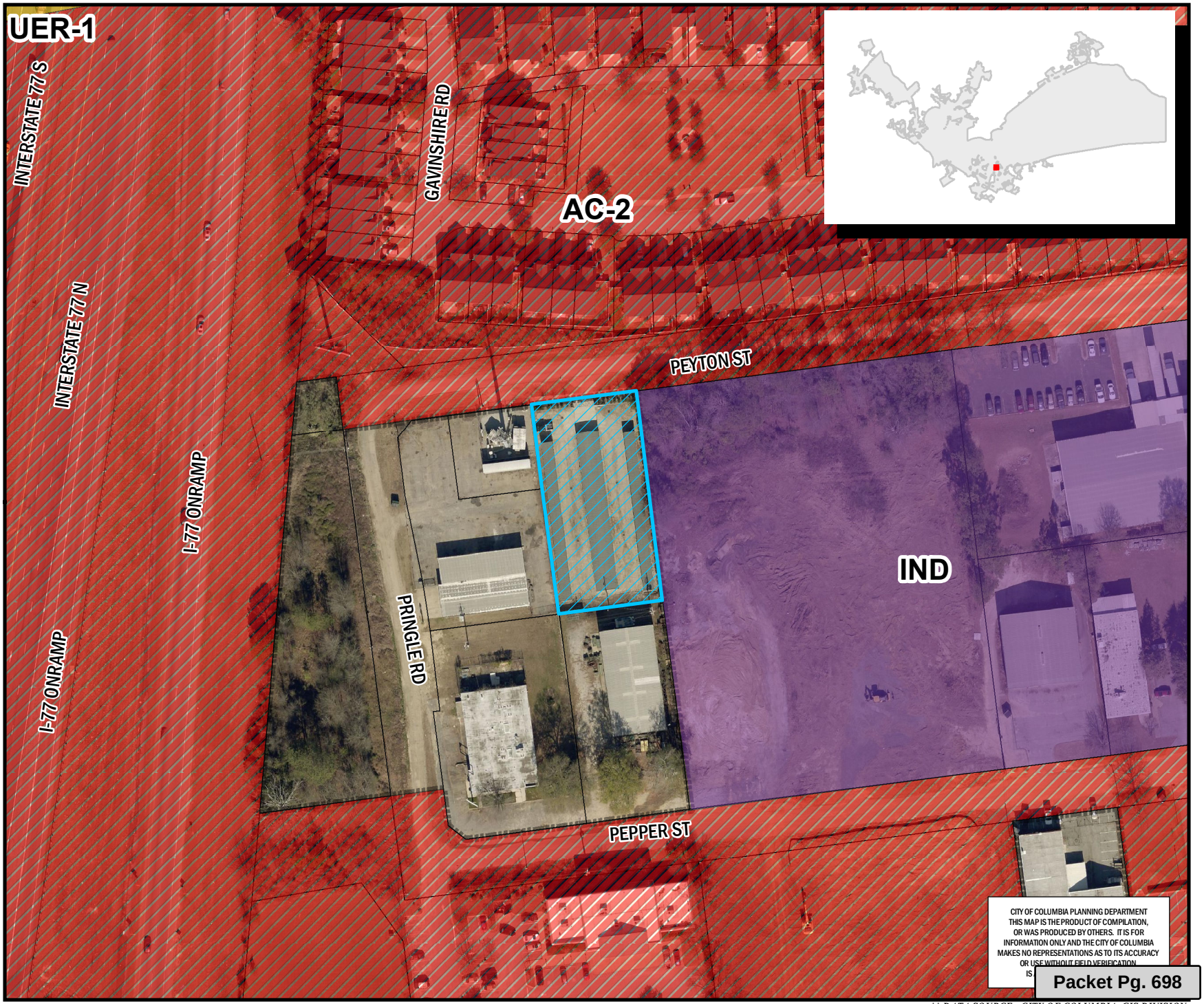
02/01/2017

© 2017 Pictometry

Future Land Use Map

125 Peyton Road, TMS# 16407-07-12;
Existing FLU: Neighborhood Medium Density, Proposed FLU: Industrial (IND)

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:
Shane Shaughnessy
June 5, 2018

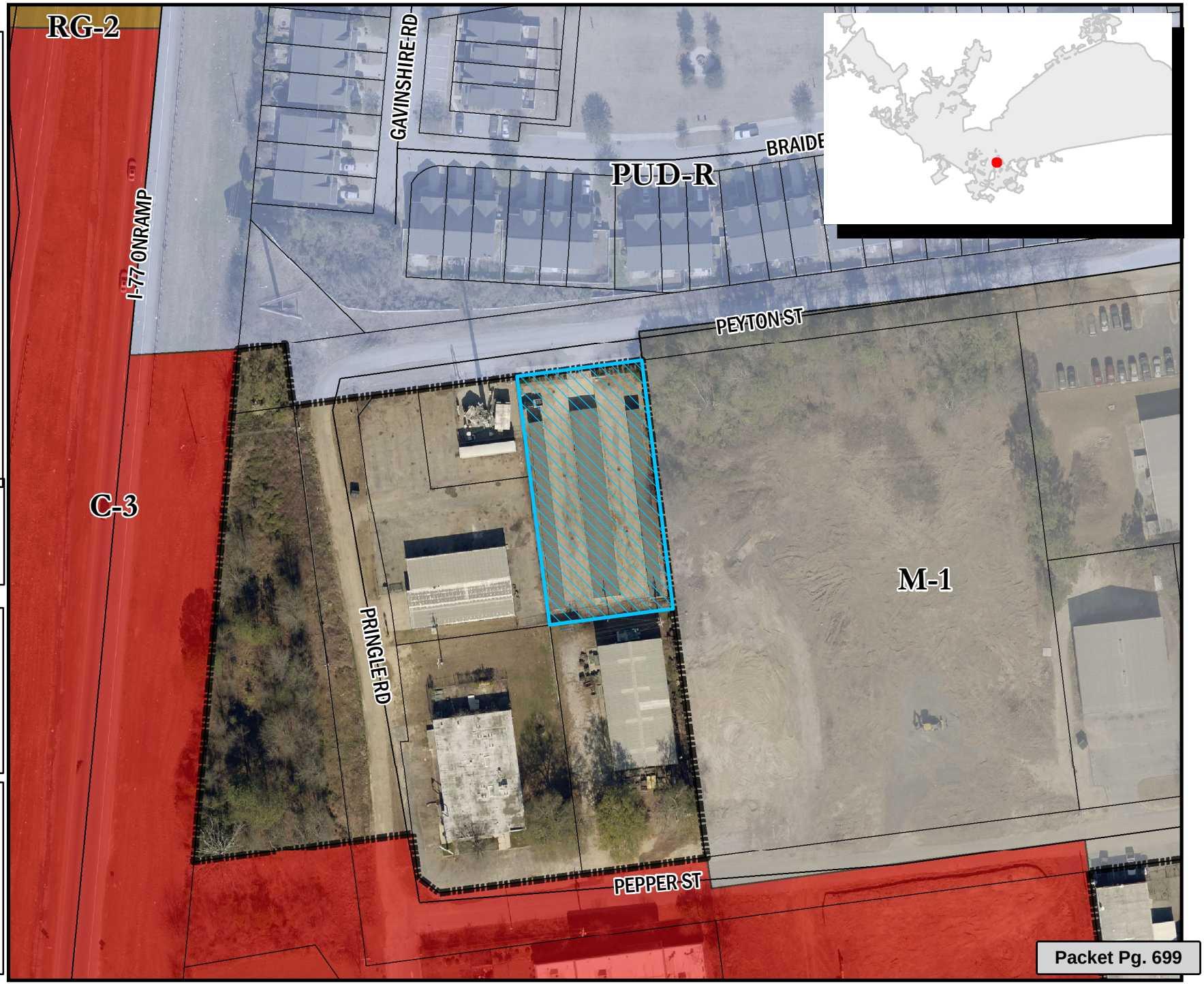
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

125 Peyton Road, TMS# 16407-07-1
Existing Zoning: M-1, Proposed Zoning: M-1

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	

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
June 5, 2018

DISCLAIMER:
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We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-047

Annexing and Incorporating 125 Peyton Road, Richland County TMS# 16407-07-12 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 _____, 2018, 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 Light Industrial District (M-1), apportioned to City Council District 4, Census Tract 116.03, contains 0.45 acres, and shall be assigned a land use classification of Industrial (IND).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16407-07-12

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

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 7/25/2018
18001406

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-047

All that certain piece, parcel and 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 Lot 19, Block B on a survey prepared for Thomas E. Hollingsworth, M. Crag Lanham and Daniel S. Clough by Baxter Land Surveying Co., Inc., dated May 30, 2006 and being more particularly described by reference to said plat as follows: Beginning an iron located on the northeastern boundary of the right-of-way of Peyton road and running N 81 25' 17" E for a distance of 100 feet to an iron; thence turning and running N 08 26' 47" W for a distance of 199.54 feet to an iron; thence turning and running S 81 25' 167" W for a distance of 100.00 feet to an iron; and thence turning and running S 08 26' 45" E for a distance of 199.54 feet to an iron at the point of commencement. Be all measurements a little more or less.

Last revised: 7/25/2018
18001406

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: June 8, 2018

RE: **Property Address:** 125 Peyton Road
Richland County TMS#: 16407-07-12
Owner(s): Sunflower Cleaning Group, LLC / Sunflower Self Storage, LLC
Current Use: Miniwarehouse
Proposed Use: Miniwarehouse
Current County Land Use: Neighborhood Medium Density
Proposed City Land Use: Industrial (IND)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial (M-1)
Reason for Annexation: Municipal Services/Donut Hole
City Council District: 4
Census Tract: 116.03

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

Planning & Development Services staff will see to it that this matter is placed on the **July 9, 2018** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

cc:
Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Aubrey Jenkins, Fire Chief
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Deputy Business License Administrator
Angela Adams, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Denny Daniels, Engineering
Carolyn Wilson, Police Planning & Research
Alfreda Tindal, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Dana Higgins, Director, Engineering
Jan Alonso, Finance Director
Gloria Saaed, Community Development Director
George Adams, Fire Marshal
Rachel Bailey, Zoning Administrator
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 Land Use Recommendation: IND (Land Use classification) by 5-0 on 7/9/18 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: M-1 (Zoning classification) by 5-0 on 7/9/18 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

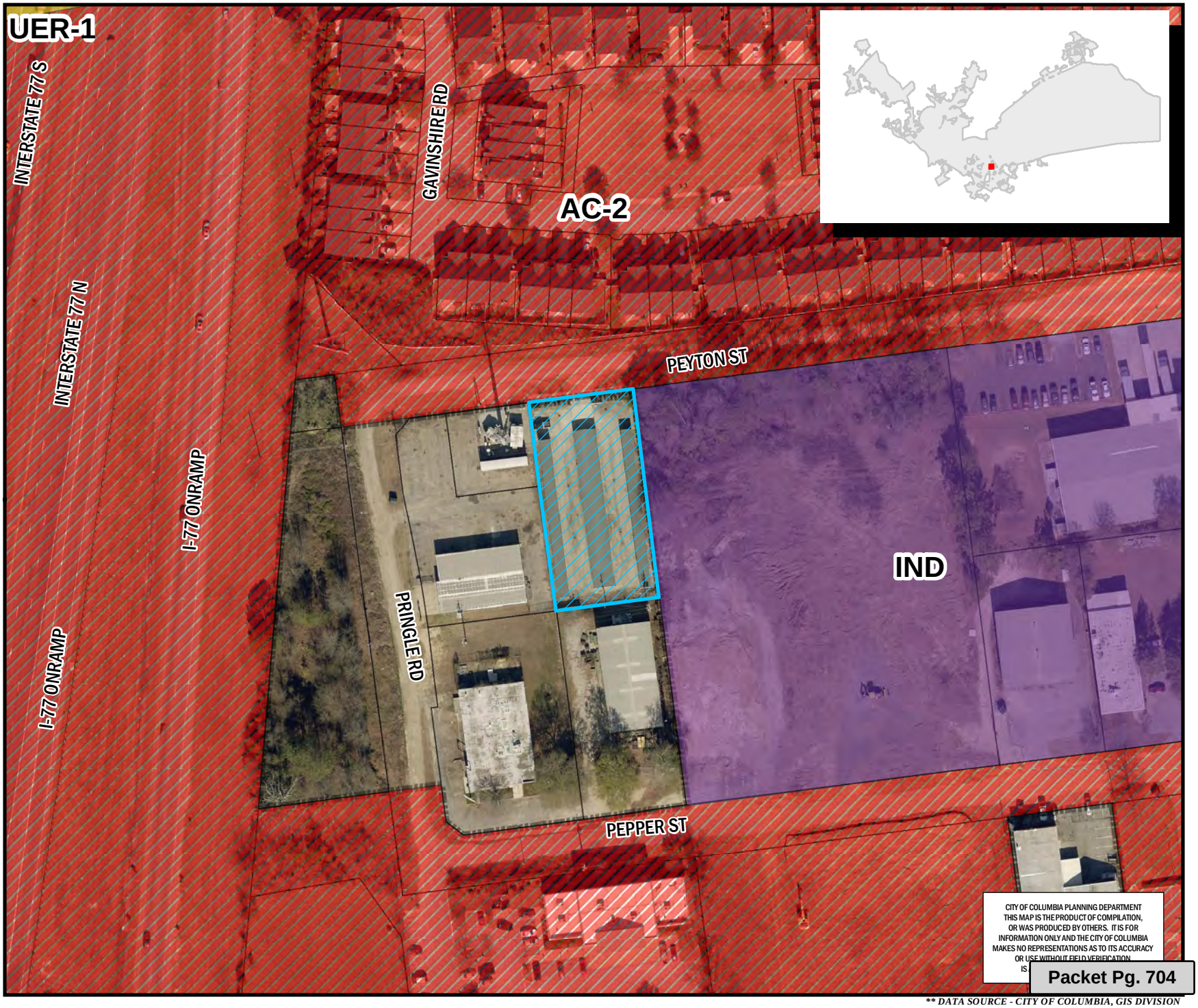
02/01/2017

© 2017 Pictometry

Future Land Use Map

125 Peyton Road, TMS# 16407-07-12;
Existing FLU: Neighborhood Medium Density, Proposed FLU: Industrial (IND)

Department of Planning & Development Services



Legend

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- PARCELS
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- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

0 30 60 120 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
June 5, 2018

We Are Columbia

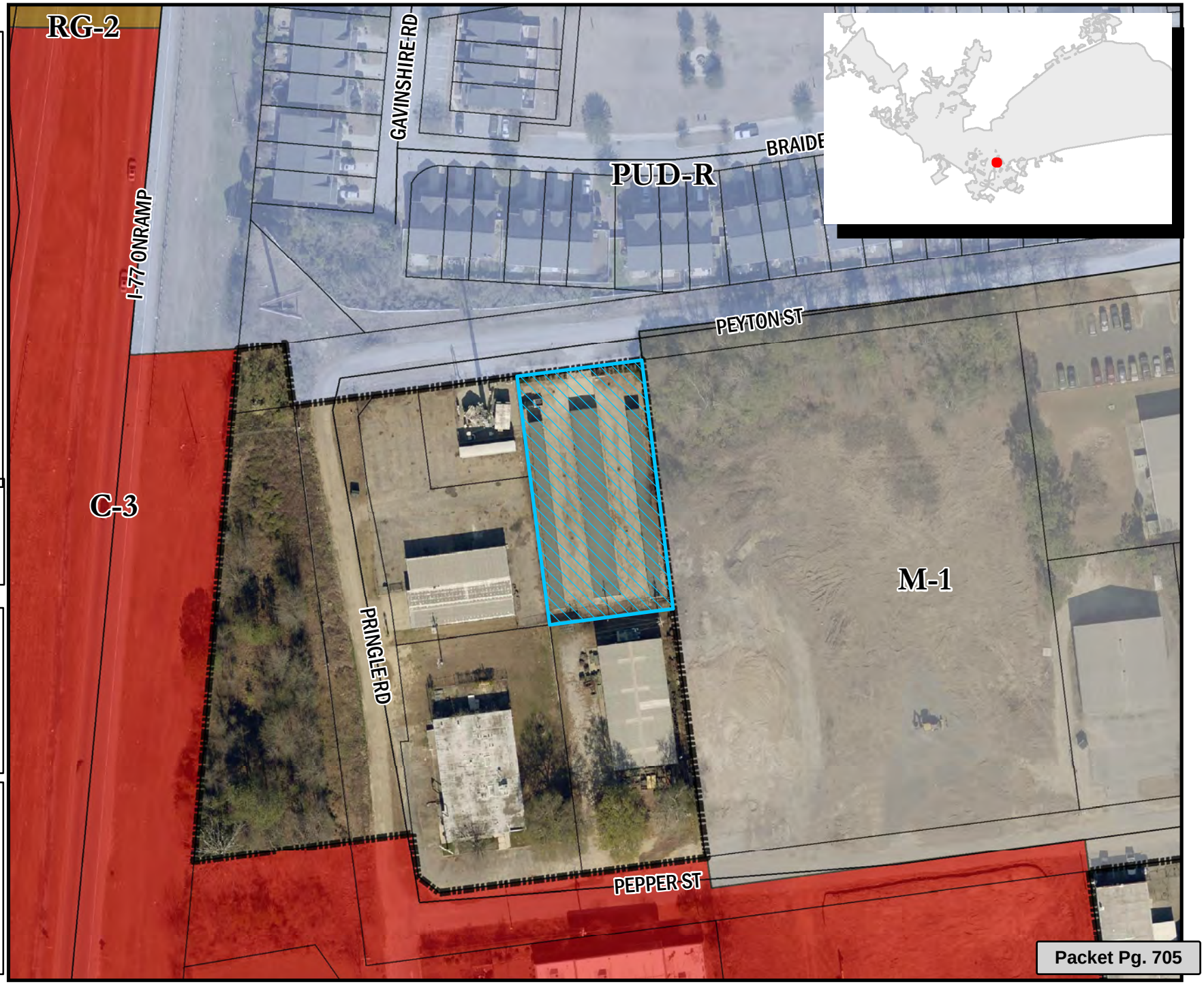
*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

125 Peyton Road, TMS# 16407-07-1
Existing Zoning: M-1, Proposed Zoning: M-1

52.b

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	

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
June 5, 2018

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We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

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

Property Description: All that certain piece, parcel or tract of land, situate, lying and being on the southern side of Peyton Road, between Pringle Road and Pennington Road, near the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lot 19, Block B on a survey prepared for Thomas E. Hollingsworth, M. Craig Lanham and Daniel S. Clough by Baxter Land Surveying Co., Inc., dated May 30, 2006 and being more particularly described by reference to said plat as follows: Beginning at an iron located on the northeastern boundary of the right-of-way of Peyton Road and running N 81 25' 17" E for a distance of 100 feet to an iron; thence turning and running N 08 26' 47" W for a distance of 199.54 feet to an iron; thence turning and running S 81 25' 167" W for a distance of 100.00 feet to an iron; and, thence turning and running S 08 26' 45" E for a distance of 199.54 feet to an iron at the point of commencement. Be all measurements a little more or less.

Richland County TMS: 16407-07-12
Property Address: 125 Peyton Road

OWNER:

Sunflower Cleaning Group, LLC

BY: _____ Date: May 31, 2018

Bronson Titus
(Print or Type Name)

Its: Owner
(Print or Type Title)

BUYER:

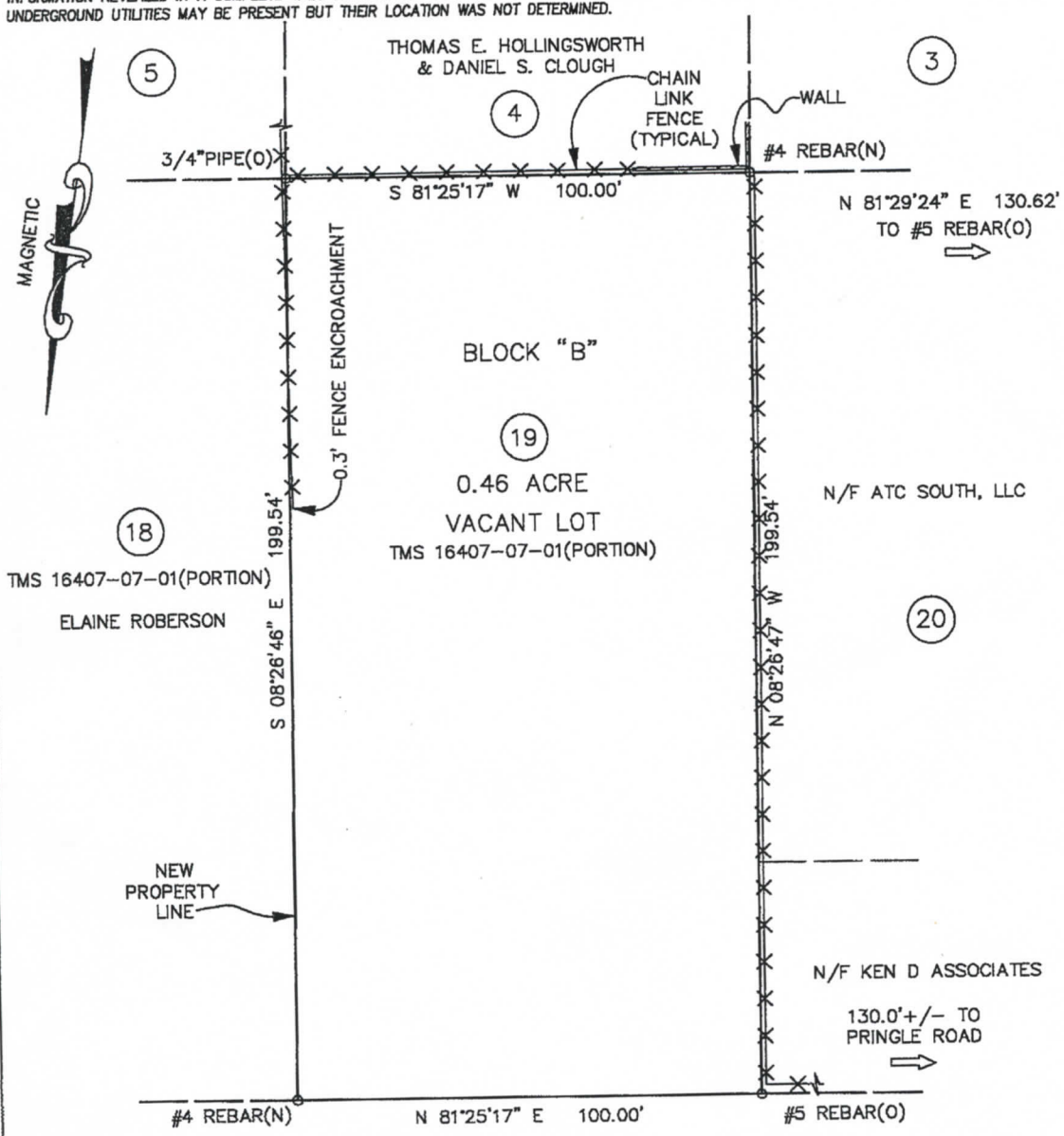
Sunflower Self Storage, LLC

BY: _____ Date: May 31, 2018

Bronson Titus
(Print or Type Name)

Its: Owner
(Print or Type Title)

PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS OR RESTRICTIONS NOT OBSERVED AND TO INFORMATION REVEALED IN A COMPLETE TITLE SEARCH. THE SURVEYOR DID NOT PERFORM A TITLE SEARCH. UNDERGROUND UTILITIES MAY BE PRESENT BUT THEIR LOCATION WAS NOT DETERMINED.



I HEREBY CERTIFY THAT THIS PLAN DESCRIBED HEREON IS A TRUE AND ACCURATE SURVEY TO THE REQUIREMENTS OF THE RICHLAND COUNTY SUBDIVISION REGULATIONS AND THE MONUMENTS SHOWN HEREON HAVE BEEN PLACED TO THE ACCURACY OF SAID REGULATIONS.

PLAT PREPARED FOR

THOMAS E. HOLLINGSWORTH, M. CRAIG LANHAM & DANIEL S. CLOUGH

RICHLAND COUNTY, NEAR COLUMBIA, SC

THE SAME BEING SHOWN AS LOT NO. 19, BLOCK "B", ON PLAT OF SUGGESTED SUBDIVISION, PROPERTY OF MRS. GERTRUDE H. BARRINGER, BY WINGFIELD & RUDISILL, DATED OCTOBER 12, 1951, AND RECORDED IN THE OFFICE OF REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK NO. 13, PAGES 211 & 211 1/2.

0' 15' 30' 60'

1" = 30'

MAY 30, 2006

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN HEREON.

BAXTER LAND SURVEYING CO., INC.
533 HARDEN STREET
COLUMBIA, SC 29205
(803)-252-8564

ROSSER W. BAXTER, JR. SCPLS NO. 7613

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Comprehensive Plan Map Amendment Confirmation - 2716 Shop Road; TMS# 16200-04-31**

PURPOSE: **Council District: 3**

Proposal: Request to confirm the assignment of land use classification of Industrial (IND). The property currently has interim land use classification of Industrial (IND).

Applicant: Annette Holdings, Inc.

Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning; Approval

PC Recommendation: 04/09/18; Annex, Assign Interim Land Use and Interim Zoning; Approval (6-0)

Annexation, 1st Reading: 05/01/18; Annex, Assign Interim Land Use and Interim Zoning; Approval

Annexation, 2nd Reading: 05/15/18; Annex, Assign Interim Land Use and Interim Zoning; Approval

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX-2018-0004_Shop2716_FLUConfirm (PDF)

CITY COUNCIL

August 14, 2018 at 6:00 pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

COMPREHENSIVE PLAN MAP AMENDMENT CONFIRMATION CASE SUMMARY
2716 Shop Road; TMS# 16200-04-31

Council District:	3	
Proposal:	Request to confirm the assignment of land use classification of Industrial (IND). The property currently has interim land use classification of Industrial (IND).	
Applicant:	Annette Holdings, Inc.	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	Approval
PC Recommendation:	04/09/18; Annex, Assign Interim Land Use and Interim Zoning	Approval (6-0)
Annexation, 1st Reading:	05/01/18; Annex, Assign Interim Land Use and Interim Zoning	Approval
Annexation, 2nd Reading:	05/15/18; Annex, Assign Interim Land Use and Interim Zoning	Approval
Comp Plan Amendment, 1st Reading:	07/17/18; Confirmation of Land Use Classification	Rescheduled
Comp Plan Amendment, 1st Reading:	08/14/18; Confirmation of Land Use Classification	Pending
Comp Plan Amendment, 2nd Reading:	09/04/18; Confirmation of Land Use Classification	Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 7.61 acres
Current Use: Vacant Industrial
Proposed Use: Industrial/Trucking
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
SC Aeronautics Overlay: The subject property is located within the SC Aeronautics Airport Vicinity Zone as it is in proximity to the Jim Hamilton-LB Owens Airport.
Current Interim Land Use: Industrial (IND)
Proposed Land Use: Industrial (IND)
Census Tract: 117.02

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Secondary Area" as identified in the Urban Service Area Map

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

Secondary areas are those areas where the City determines it logical or advantageous to provide services, but where all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. Annexation in these areas may occur, but a more detailed analysis will be needed to determine the possible impact on revenue. As is stated in the policy, these areas may include "higher value" properties that would prove beneficial to revenues.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Industrial (IND); the property is currently classified as Economic Development Center by Richland County.

The City's industrial districts are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic, and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate the uses and provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.

Primary Types:

- Small to Extra Large Format Flex

Secondary Types:

- Parking Structures and Lots
- Power Utilities
- Water and Wastewater Treatment

Tertiary Types

- Small to Large Commercial (Entertainment, retail/services)
- Medium to Large Business/Employment

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

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

STAFF RECOMMENDATION

Staff recommends that City Council confirm future land use classification of Industrial (IND).

02/05/2017

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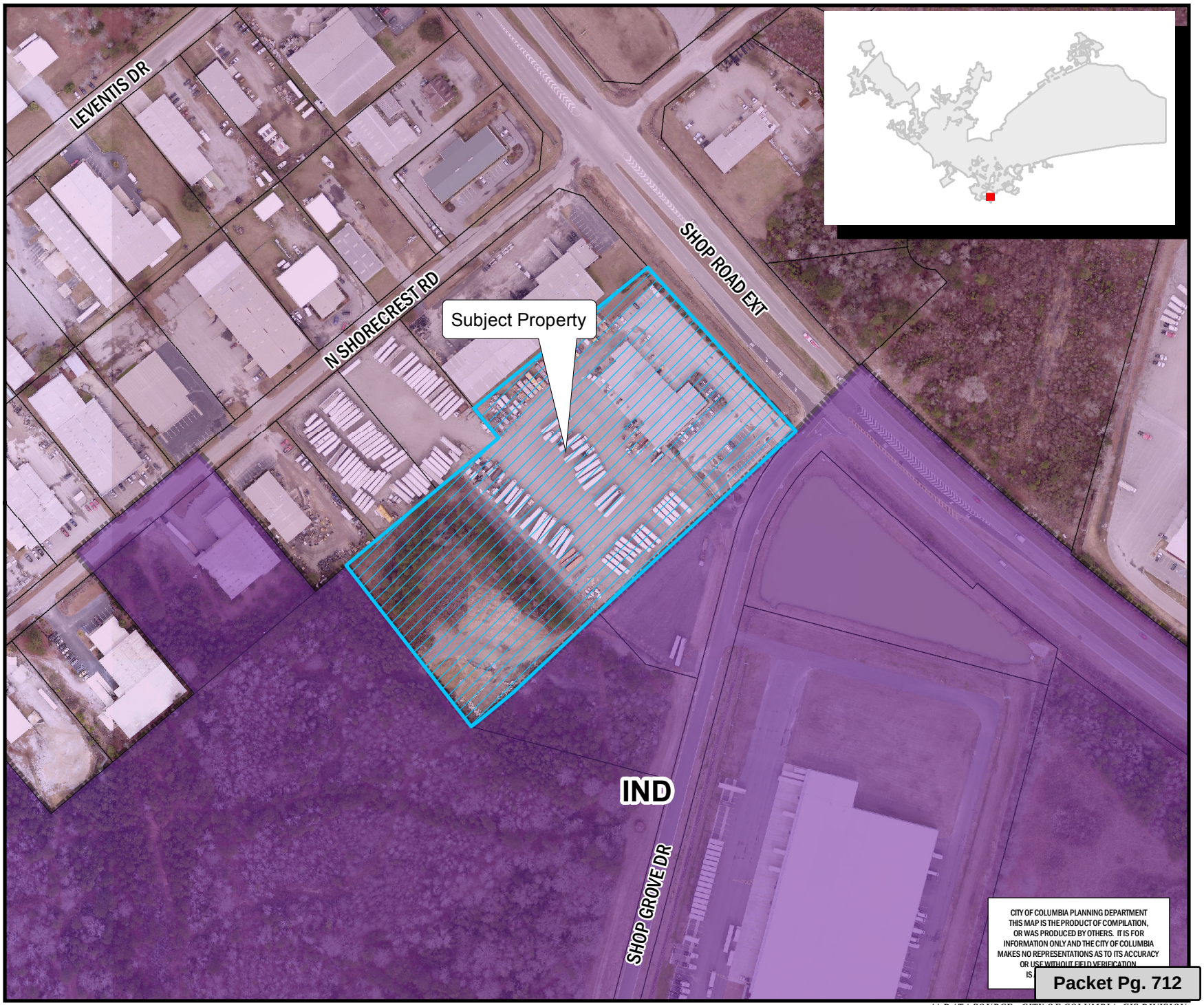
Future Land Use Map

2716 Shop Road, TMS# 16200-04-31;
Existing Interim FLU: IND, Proposed FLU: IND

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 60 120 240 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
February 12, 2018

CITY OF COLUMBIA PLANNING DEPARTMENT
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We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Zoning Map Amendment Confirmation - 2716 Shop Road; TMS# 16200-04-31**

PURPOSE: **Council District: 3**

Proposal: Request to confirm the assignment of zoning of Light Industrial District (M-1). The property currently has interim zoning of Light Industrial District (M-1).

Applicant: Annette Holdings, Inc.

Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning; Approval

PC Recommendation: 04/09/18; Annex, Assign Interim Land Use and Interim Zoning; Approval (6-0)

Annexation, 1st Reading: 05/01/18; Annex, Assign Interim Land Use and Interim Zoning; Approval

Annexation, 2nd Reading: 05/15/18; Annex, Assign Interim Land Use and Interim Zoning; Approval

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX-2018-0004_Shop2716_ZoningConfirm (PDF)

CITY COUNCIL

August 14, 2018 at 6:00 pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY
2716 Shop Road; TMS# 16200-04-31

Council District:	3	
Proposal:	Request to confirm the assignment of zoning of Light Industrial District (M-1). The property currently has interim zoning of Light Industrial District (M-1).	
Applicant:	Annette Holdings, Inc.	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	Approval
PC Recommendation:	04/09/18; Annex, Assign Interim Land Use and Interim Zoning	Approval (6-0)
Annexation, 1st Reading:	05/01/18; Annex, Assign Interim Land Use and Interim Zoning	Approval
Annexation, 2nd Reading:	05/15/18; Annex, Assign Interim Land Use and Interim Zoning	Approval
Zoning Map Amendment, 1st Reading:	07/17/18; Confirmation of Zoning	Rescheduled
Zoning Map Amendment, 1st Reading:	08/14/18; Confirmation of Zoning	Pending
Zoning Map Amendment, 2nd Reading:	09/04/18; Confirmation of Zoning	Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 7.61 acres
Current Use: Vacant Industrial
Proposed Use: Industrial/Trucking
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
SC Aeronautics Overlay: The subject property is located within the SC Aeronautics Airport Vicinity Zone as it is in proximity to the Jim Hamilton-LB Owens Airport.
Current Interim Zoning: Light Industrial District (M-1)
Proposed Zoning: Light Industrial District (M-1)
Census Tract: 117.02

PROPOSED ZONING DISTRICT SUMMARY

The parcel currently has interim zoning of Light Industrial District (M-1). Surrounding parcels within the City of Columbia are currently zoned Light Industrial District (M-1) to the South and East. Surrounding parcels within unincorporated Richland County are currently zoned M-1 to the North and West.

The proposed City of Columbia zoning district is Light Industrial District (M-1).

Light Industrial District (M-1)

> The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

STAFF RECOMMENDATION

Staff recommends City Council confirm the zoning of Light Industrial District (M-1).

02/05/2017

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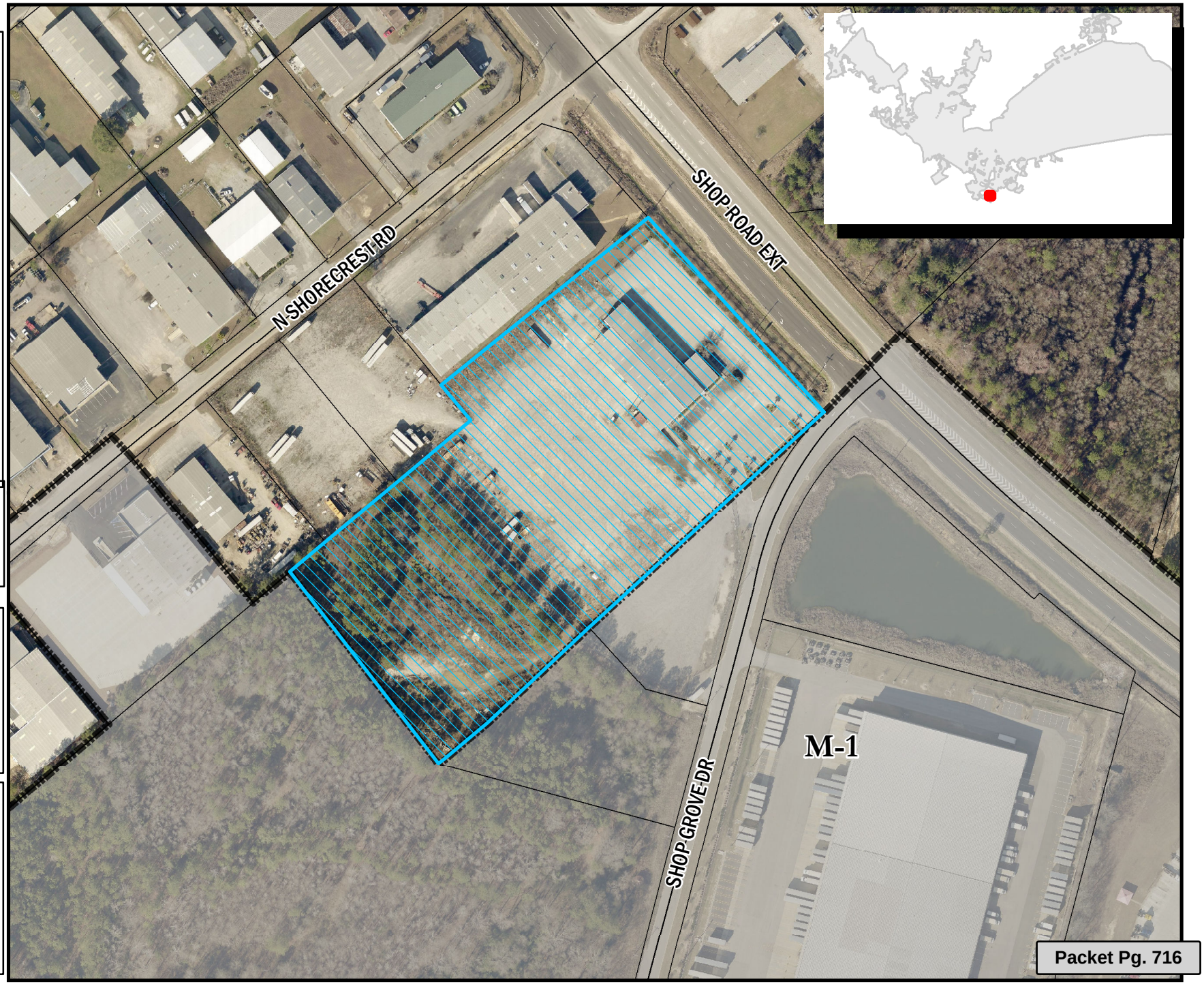
Zoning Map

2716 Shop Road, TMS# 16200-04-31;
Existing Interim Zoning: M-1, Proposed Zoning: M-1

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	

0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
February 27, 2018

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CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA

We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Zoning Map Amendment - 939 W. Confederate Avenue, TMS# 09109-17-11**

PURPOSE: **Council District: 1**

Proposal: Request to rezone the parcel from PUD-R to RS-3.

Applicant: Donald Mims

Staff Recommendation: Approval

PC Recommendation: 05/07/2018; Approval (8-0)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Confederate939 (PDF)

CITY COUNCIL

August 14, 2018 at 6:00 pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary
939 W. Confederate Avenue, TMS# 09109-17-11

Council District: 1

Proposal: Request to rezone the parcel from PUD-R to RS-3.

Applicant: Donald Mims

Staff Recommendation: Approval

PC Recommendation: 05/07/2018; Approval (8-0)

PH, 1st Reading: 07/17/2018; Rescheduled
08/14/2018; Pending

2nd Reading: 09/04/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.27 acres
Current Use: Vacant
Proposed Use: Single-family residential
Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current Zoning: Planned Unit Development – Residential District (PUD-R)
Proposed Zoning: Single-Family Residential District (RS-3)

Note: Subdivision Plat dividing TMS# 09109-17-11 into two lots under the PUD was recorded on September 5, 2008.

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Residential Small Lot (UCR-1) in The Columbia Plan 2018 Future Land Use Map.

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

Primary Types
- Single-family Detached

Secondary Types
- Single-family Attached
- Two-family
- Three-family

Tertiary Types
- Multi-family Small
- Small Format Business/Employment (excl. Flex)
- Cemeteries & Mausoleums

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

The subject property is located within the study area of the *Villages of North Columbia* (2005), within the Cluster One sub-area. The subject property is not located within a node or catalyst project as defined by the Plan, however the Plan makes general recommendations for streestcaping, as well as pedestrian enhancements and connections. The future land use recommended for the subject property is "Low Density Residential (Single-family Detached Homes)."

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Planned Unit Development – Residential District (PUD-R). The surrounding parcels in the City of Columbia are zoned Single-Family Residential District (RS-3).

The proposed zoning district is Single-Family Residential District (RS-3).

Planned Unit Development- Residential District (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.
(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.
(3) PUD-LS Planned Unit Development-Large Scale. The PUD-LS is intended for applicant with parcels in excess of 25 acres.

(b) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and

relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

Single-Family Residential District (RS-3)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends City Council rezone the parcel from PUD-R to RS-3.

01/29/2017

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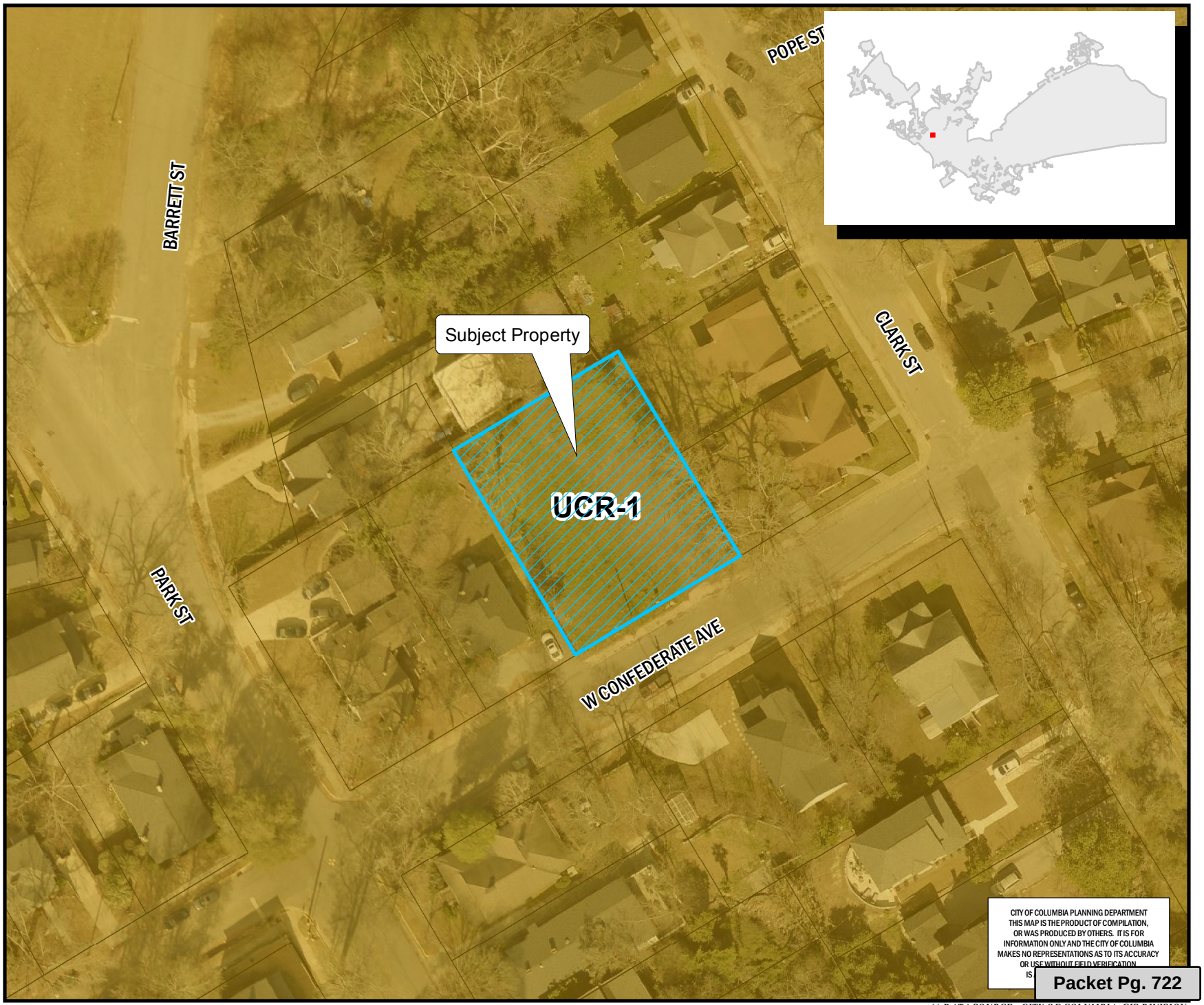
Future Land Use Map

939 W. Confederate Avenue, TMS# 09
Existing FLU: UCR-1

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
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- UEAC-2 - Urban Edge Regional Activity Center
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- 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 15 30 60 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
April 6, 2018

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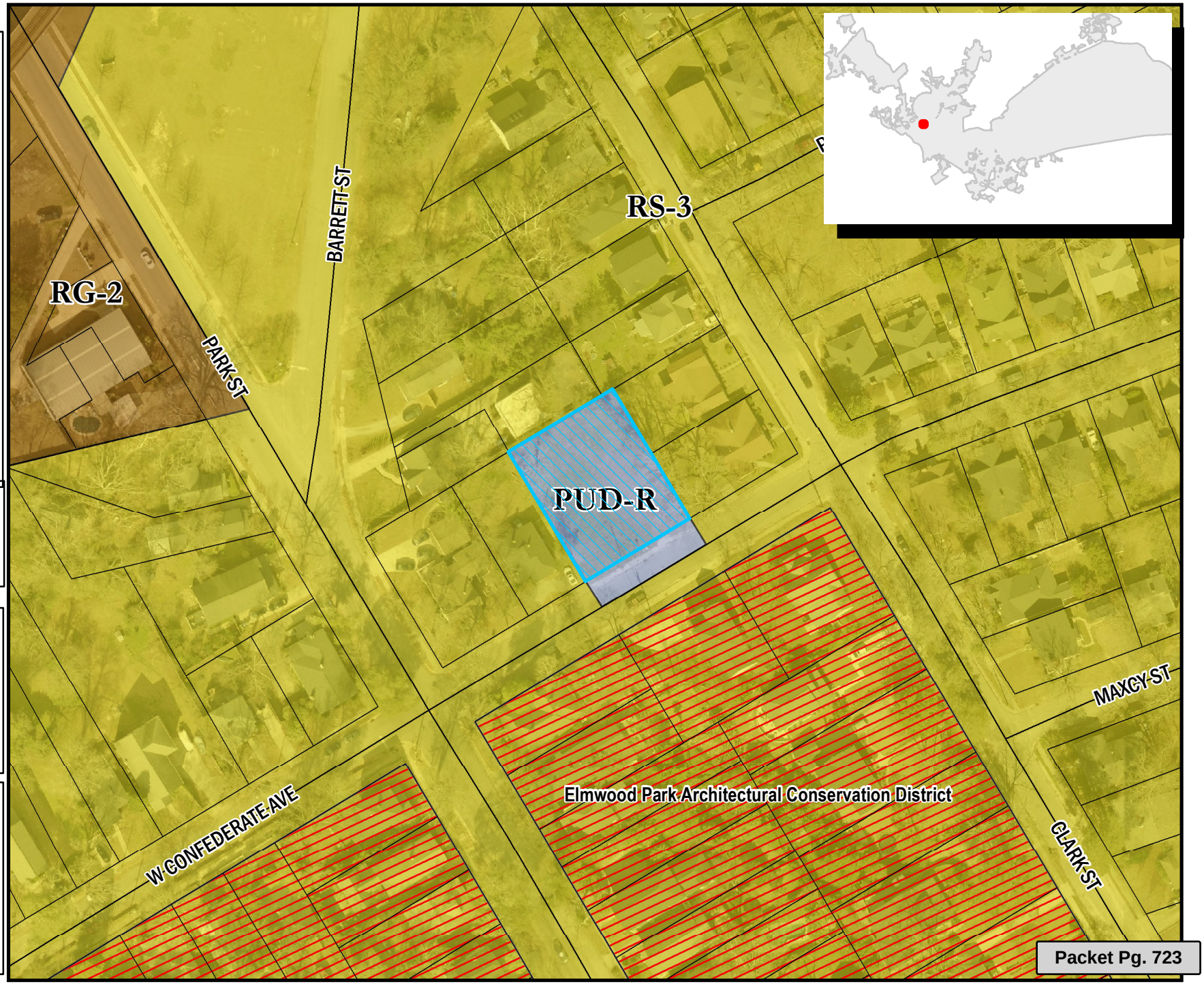
*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

939 W. Confederate Avenue, TMS# 09109-17
Existing Zoning: PUD-R, Proposed Zoning: RS-3

55.a

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	

0 20 40 80 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
April 6, 2018

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CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA

We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Table of Permitted Uses RS-1, RS-1A, RS-1B, RS-2, and RS-3
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Electric substations
Cemetary 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

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Zoning Text and Map Amendment - 1633 Main Street and 1635 Main Street, TMS# 09014-10-08**

PURPOSE: **Ordinance No.: 2018-037 - 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 1633 Main Street and 1635 Main Street, TMS #09014-1 0-08**

Council District: 2

Proposal: Request to rezone the parcel from C-5, -DD to C-5, -DD and -DP and Amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark

Applicant: Martha Fowler, CLM Properties

Staff Recommendation: Approval

PC Recommendation: 05/07/2018; Approval (8-0)

D/DRC Recommendation: 05/10/2018; Approval (6-0)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MA_TA_Main1633_35 (PDF)
- #b: 2018-037 amend Sec 17-691 add 1633 Main and 1635 Main (PDF)

CITY COUNCIL

August 14, 2018 at 6:00 pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ZONING TEXT AND MAP AMENDMENT CASE SUMMARY
1633 Main Street and 1635 Main Street, TMS# 09014-10-08

Council District:	2
Proposal:	Request to rezone the parcel from C-5, -DD to C-5, -DD and -DP and Amend Chapter 17 – Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark
Applicant:	Martha Fowler, CLM Properties
Staff Recommendation:	Approval
PC Recommendation:	05/07/2018; Approval (8-0)
D/DRC Recommendation:	05/10/2018; Approval (6-0)
PH, 1st Reading:	07/17/2018; Rescheduled
PH, 1st Reading:	08/14/2018; Pending
2nd Reading:	09/04/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Age of Structure: built 1873
Acreage: 0.19
Current Use: Commercial businesses
Proposed Use: Commercial businesses
Land Use Classification: Central Business District (SD-3)
Current Zoning: Central Business District (C-5), -Design/Development Area (-DD)
Proposed Zoning: Central Business District (C-5), -Design/Development Area (-DD), -Design and Preservation Area (-DP)
Landmark Status: Group III

HISTORICAL SIGNIFICANCE

This building was constructed in 1873 by John C. Seegers as a saloon and was described as “substantially built” with an “attractive front.” Seegers was a prominent business man, and had his other building adjacent at 1631 Main and his home behind the businesses, facing Assembly Street. A German native, he was among several of that country who rebuilt the 1600 block of Main Street after the fire of 1865. The original building façade included arched glass windows and transoms at the storefront that were mirrored in the arched openings of the second floor. Large cast iron columns, an early adoption for Columbia, separated the bays of the storefront. To advertise the saloon a beer barrel was placed atop a post

outside of the building. This has been recreated within the past few years as homage to the history of the building and the brewing and bottling industry of Seegers and his son-in-law and business partner C.C. Habenicht.
Over time this structure endured a number of changes to the façade, including the replacement of the storefront and covering the second floor windows so that eventually the only hint of this building's nineteenth century origins was in the four encircled stars that projected through the stucco. Recently, the building has undergone renovations that brought much of the building back to its original appearance. The building is also listed in the National Register of Historic Places as a contributing building to the Columbia Commercial Historic District.

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently 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:

- Mutli-family Medium to Large
- Small to Large Flex
- Parking Structures
- Civic/Institutional

Tertiary Types:

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

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

The subject parcel is falls within the study area for the *City Center Master Plan* (1999), within the Main Street/Central Business District sub-area. The Plan was developed at a time when many of the storefronts along Main Street were still vacant, and it recommended the streetscape improvements that have since been completed between Gervais and Laurel. The Plan made a number of recommendations for the sub-area, including the rehabilitation and adaptive re-use of existing structures.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Central Business District (C-5), -Design/Development District (-DD). Surrounding parcels are zoned by the City of Columbia Central Business District (C-5), -Design/Development Area (-DD).

The proposed City of Columbia zoning district is Central Business District (C-5), -Design/Development Area (-DD), -Design and Preservation District (-DP).

Central Business District (C-5)

The C-5 district is intended to accommodate those uses which, taken together, form the central business district, characterized by retail core uses, intensive office employment, and complementary uses intended to serve persons who shop or work in the central business district. Certain related structures and uses required to serve the needs of the area are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill

the needs of this district. Since the central business district of the city serves a unique and special function, it is the intent of this article that the C-5 district classification be applied to one contiguous and continuous area, and that before additional areas contiguous to those already classified C-5 are considered for inclusion within the C-5 district, consideration should be given to the appropriateness of the C-4 central area commercial district as an alternate designation intended to create a less congested character than that of the C-5 district.

-Design/Development Area (-DD)
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.

-Design and Preservation Area (-DP)
It is the intent of the -DP to protect and improve the quality of the environment of the city by the encouragement of identification, recognition, conservation, maintenance and enhancement of areas, sites, structures, fixtures and other features of the architectural, economic, social, cultural and political history of the city as well as its natural features; to encourage appropriate use of such features, areas, sites, structures and fixtures; and to restrain influences adverse to such purposes, and by so doing to promote the public welfare. To this end, the -DP designation, when appended to a basic district classification, is intended to coordinate the purposes and intent of this article with those regulations established by other provisions whose primary intent is to further the purposes set out in this section.

Following are the criteria for listing as a Group III Landmark:

> *Section 17-691(d) of the Columbia City Ordinance outlines the criteria for designation as a Group III Landmark. "Group III consists of structures or sites which round out and extend the material-visual history of Columbia when added to Groups I and II; they evidence one or more of the following criteria for selection:*
> *(1) The site of events, homes of men, etc., that are interesting locally.*
> *(2) Somewhat unusual characteristics in architectural design.*
> *(3) Belonging to a family or "genera" of buildings recognized locally.*
> *(4) A mediocre example of a style or type of building which is becoming, or in danger of becoming, extinct locally.*
> *(5) Evidencing one or more of the criteria for Group II, but too decrepit or too destructively modified to constitute a prime historic document.*
> *If possible, these should be preserved by "adaptive use," although not necessarily on their original sites. Generally, preservation of interiors is not of great importance and controlled remodeling of exteriors is in order."*

Staff finds that 1633-1635 Main Street meets items 1 and 5 of the criteria for Group III landmarks.

STAFF RECOMMENDATION

Staff recommends City Council rezone the parcel from C-5, -DD to C-5, -DD and -DP and Amend Chapter 17 – Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.

01/29/2017

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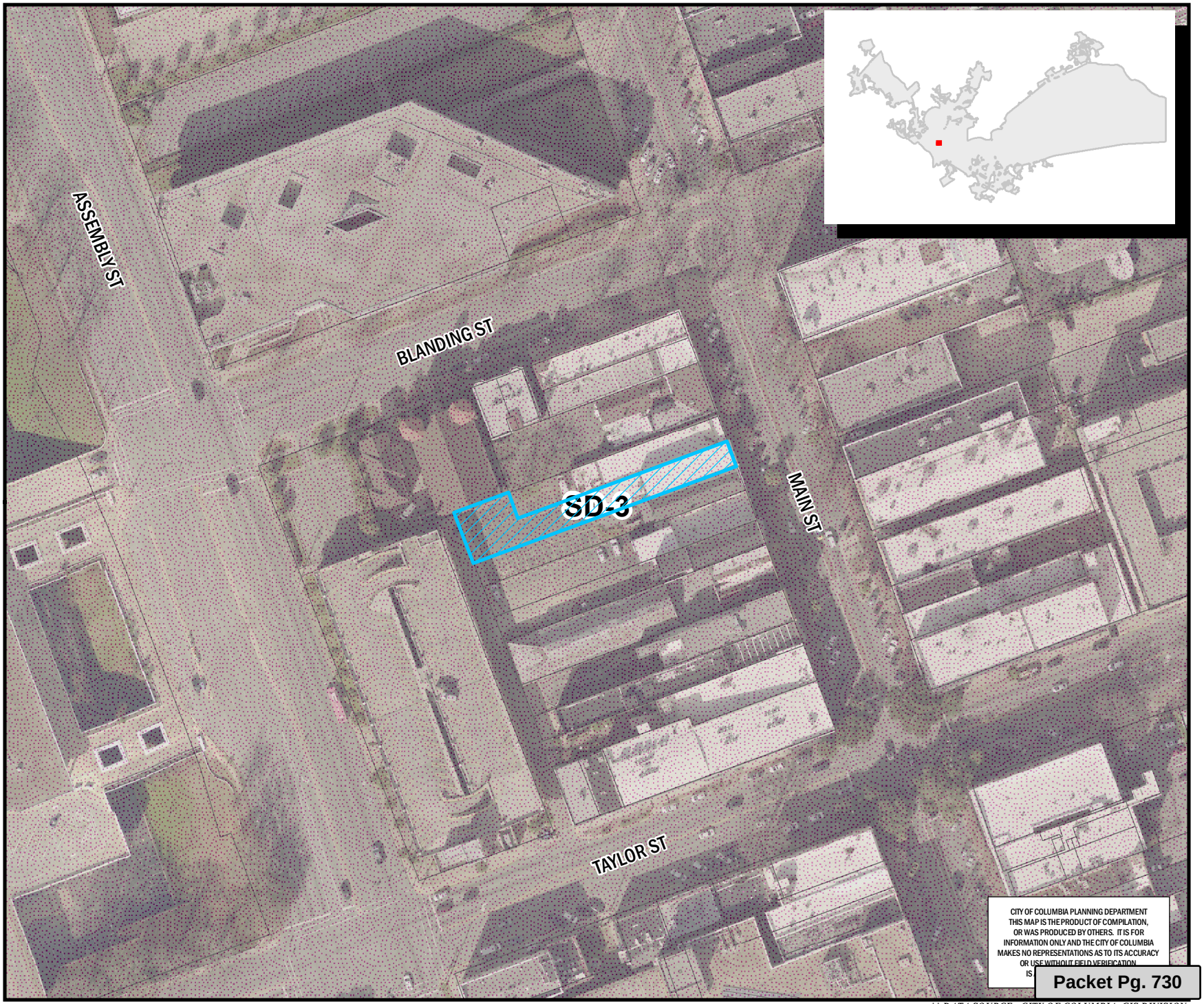
Future Land Use Map

1633 Main Street and 1635 Main Street; TMS# 090
Existing FLU: SD-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

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
April 2, 2018

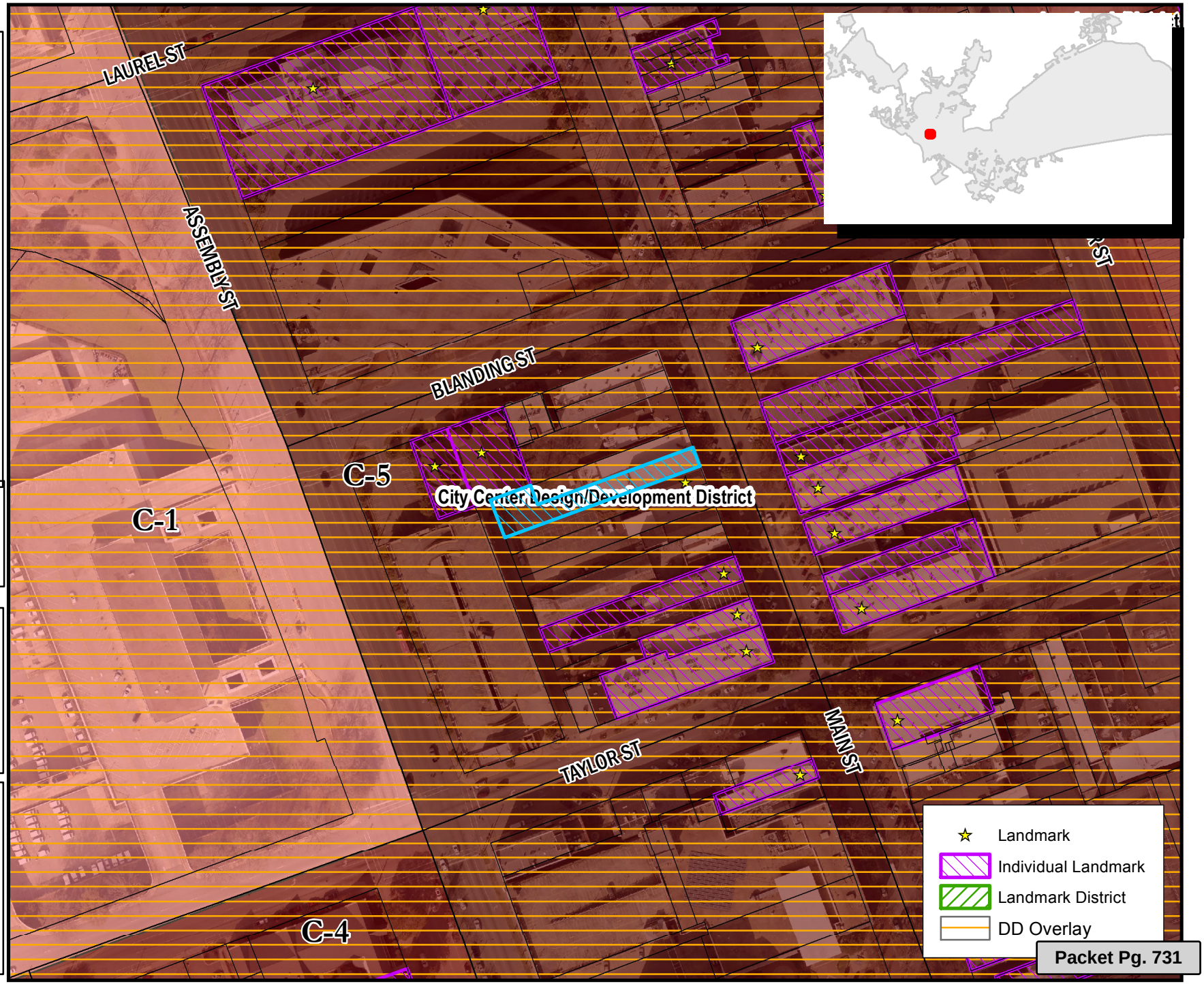
CITY of COLUMBIA, S.C. — JUSTITIA VIRTUTUM REGINA
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

1633 & 1635 Main Street, TMS# 09014-10-07;
Existing Zoning: C-5, -DD, Proposed Zoning: 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	

0 30 60 120
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
April 2, 2018

DISCLAIMER:
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We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-037

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 1633 Main Street and 1635 Main Street, TMS #09014-10-08

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2018, 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 1633 Main Street and 1635 Main Street, TMS #09014-10-08.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Zoning Map and Text Amendment - 1637 Main Street, TMS# 09014-10-07**

PURPOSE: **Ordinance No.: 2018-036 - 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 1637 Main Street, TMS #09014-10-07**

Council District: 2

Proposal: Request to rezone the parcel from C-5, -DD to C-5, -DD, and -DP and Amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark

Applicant: Martha Fowler, CLM Properties

Staff Recommendation: Approval

PC Recommendation: 05/07/2018; Approval (8-0)

D/DRC Recommendation: 05/10/2018; Approval (6-0)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MA_TA_Main1637 (PDF)
- #b: 2018-036 amend Sec 17-691 add 1637 Main (PDF)

CITY COUNCIL

August 14, 2018 at 6:00 pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ZONING TEXT AND MAP AMENDMENT CASE SUMMARY
1637 Main Street, TMS# 09014-10-07

Council District:	2
Proposal:	Request to rezone the parcel from C-5, -DD to C-5, -DD, and -DP and Amend Chapter 17 – Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark
Applicant:	Martha Fowler, CLM Properties
Staff Recommendation:	Approval
PC Recommendation:	05/07/2018; Approval (8-0)
D/DRC Recommendation:	05/10/2018; Approval (6-0)
PH, 1st Reading:	07/17/2018; Rescheduled
PH, 1st Reading:	08/14/2018; Pending
2nd Reading:	09/04/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Age of Structure: built between 1867 and 1872 as a one story grocery (1937) date indicates the date from which the building retains integrity.
Acreage: 0.19
Current Use: Commercial business
Proposed Use: Commercial business
Land Use Classification: Central Business District (SD-3)
Current Zoning: Central Business District (C-5), -Design/Development Area (-DD)
Proposed Zoning: Central Business District (C-5), -Design/Development Area (-DD), -Design and Preservation Area (-DP)
Landmark Status: Group III

HISTORICAL SIGNIFICANCE

This c.1867 building is listed as contributing to the Columbia Commercial Historic District on the National Register of Historic Places. It appears to have originally been constructed around 1867 as a one-story grocery during reconstruction of Main Street after the fire of 1865. Prolific local architect J.B. Urquhart designed a new façade for the building in 1937 and is part of the Art Moderne collective of architecture in the Columbia Commercial Historic District. A new storefront on the first floor was almost completely glass, in order to display fine women's wear for the Cabaniss Company, who stayed in the building until the 1950s. A false second story, only about ten feet deep but complete with windows on the

façade, was added at the same time. Minimal detailing in the cast stone exterior includes round headed pilasters, elliptical window sills projecting out from the wall, applied ornaments above the windows and a fluted, simplified cornice. All of these details remain intact and the 1937 upper story steel windows are still in place. This building retains a high degree of integrity in appearance from its 1930s makeover, and has retained its most ornamental components. The storefront retains its shape, with a recessed door in the left bay, but the glass, framing and door have all been replaced.
This building is part of the Art Moderne collective of architecture in the Columbia Commercial Historic District. The district contains many of the city's best examples of commercial and high-style architecture, including Italianate, Second Empire, Richardson Romanesque, Art Deco, Depression Modern, and Streamline Moderne reflecting its long-term success as a commercial corridor. This eclectic collection of buildings reflects a century of economic expansion and architectural development in the state's capital. It is a lasting symbol of Columbia's renewal after the Civil War and the growth of the city from 1865 to 1963. Other examples of this style in the Columbia Commercial Historic District are the Habenicht Building at 1631 Main Street, 1626 Main Street and 1215-17 Blanding Street.

Art Moderne is similar to Art Deco, but is more subdued and streamlined. This architecture has softer corners, smoother surfaces, and minimized ornamentation. These buildings also have fluted pilasters, but little other ornamentation, resulting in an otherwise smooth surface. While Art Moderne evokes design elements similar to the more ornate Art Deco style, these buildings are simpler.

Although this building has since had significant modern alterations to the facade, especially at the storefront level, the historic core of this building dates to the Reconstruction period (1865 -1877) and by 1872 many retail buildings once again lined Main Street. The west side of the 1600 block of Main Street remains essentially intact from this period, though its Reconstruction-era storefronts were altered in the twentieth century as a result of attempts of store owners to remain relevant shopping destinations. The streetscape by the 1890s was full of two-story masonry buildings demonstrating what a 1977 architectural survey of Main Street called a stylistic mix "characterized by a conscious eclectic approach to building design: selection of the best of the past and combination of these often-disparate elements into a new synthesis, usually resulting in highly inventive and original designs.

Many of these remodeled storefronts were designed by prominent local architects or by nationally-known company architects. Prolific local architects include W.B. Smith Whaley, Gadsden E. Shand, Wilson and Sompayrac (Charles Coker Wilson and Edwin D. Sompayrac), James B. Urquhart, J. Carroll Johnson, Lafaye and Lafaye (George E. and Robert S. Lafaye), Sams and Carter (James Hagood Sams and Avery Carter), and Heyward Singley. Many nationally known architects were also brought to Columbia, including George D. Brown of West Virginia, Samuel Sloan of Philadelphia, and Edward F. Sibbert, the head architect of the Kress Five and Dime Company. The intense concentration of architect-designed buildings on Main Street and its cross-streets reflects the district's ongoing commercial value throughout the period of significance.

From the National Register:
The Columbia Downtown Historic District is a collection of fifty-four (54) commercial buildings and two (2) objects in the central commercial core of Columbia, the county seat of Richland County and capital of South Carolina. The majority of the district encompasses the 1500, 1600, and 1700 blocks of Main Street, with a few properties in the 1100 and 1200 blocks of the cross streets of Blanding and Taylor streets, as well as two properties in the 1500 and 1600 blocks of Sumter Street. Thirty-six (36) buildings and one (1) object contribute to the historic and architectural character of the district and eighteen (18) buildings and one (1) object do not contribute to the district in their current condition. With an eclectic mix and diverse selection of Columbia's best, and sometimes only, remaining examples of many high architectural styles and national trends, the district illustrates the evolution of commercial patterns on Main Street from 1865 to 1963. These styles include Second Empire, Richardsonian Romanesque, Renaissance Revival, Art Deco, and Streamline Moderne, among others. Some buildings follow not only stylistic trends, but are also based on standardized chain store architectural models. While many of the properties have been adapted to include modern storefronts and some of the upper facades were encapsulated by slipcover treatments in the 1950s and 1960s, many have been restored and retain their historic integrity. This area retains a high density of late nineteenth- to mid-twentieth-century commercial architecture reflecting the economic growth of the city and national commercial trends after the American Civil War.

This two-story cast-stone streamline building was constructed between 1872 and 1884 as a grocery store. It was remodeled to an appearance closely resembling its current facade in 1937. It features round headed pilasters and a fluted cornice. It has three steel casement windows set among layered intervening stone panels, three bowed-stone sills, and

decorative stylized sheath of west motifs in the upper level and a 1930s storefront on the lower level. From 1904 to 1906, it was occupied by E.T. Hendrix, dealer in fancy groceries. By 1910, it was used as a music store and became a women's clothing store by 1935. The building was heavily remodeled in 1937 according to plans drawn by architect J. B. Urquhart. Cabaniss Co. Women's Wear occupied the building from 1937 until the 1950s. By 1960, it housed the women's clothing store Lisbeth Wolfe.

This portion of Main Street is a remarkable collection of former specialty shops, variety stores, department stores, banks, and housing. These buildings represent not only twentieth-century construction but also many mid-to-late nineteenth-century buildings that were adapted to remain relevant in changing times, especially by updating their facades. The period of significance (1865 to 1963) covers the construction date of the oldest buildings in the district up to the date of the last significant remodel to a contributing building in the district. It also begins with the rebuilding and commercial growth of the city immediately following the Civil War and concludes with the economic decline and racial integration of Main Street in 1963.

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently 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:

- Mutli-family Medium to Large
- Small to Large Flex
- Parking Structures
- Civic/Institutional

Tertiary Types:

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

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

The subject parcel is falls within the study area for the *City Center Master Plan* (1999), within the Main Street/Central Business District sub-area. The Plan was developed at a time when many of the storefronts along Main Street were still vacant, and it recommended the streetscape improvements that have since been completed between Gervais and Laurel. The Plan made a number of recommendations for the sub-area, including the rehabilitation and adaptive re-use of existing structures.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Central Business District (C-5), -Design/Development District (-DD). Surrounding parcels are zoned by the City of Columbia Central Business District (C-5), -Design/Development Area (-DD).

The proposed City of Columbia zoning district is Central Business District (C-5), -Design/Development Area (-DD), -Design and Preservation District (-DP).

Central Business District (C-5)
The C-5 district is intended to accommodate those uses which, taken together, form the central business district, characterized by retail core uses, intensive office employment, and complementary uses intended to serve persons who shop or work in the central business district. Certain related structures and uses required to serve the needs of the area are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the needs of this district. Since the central business district of the city serves a unique and special function, it is the intent of this article that the C-5 district classification be applied to one contiguous and continuous area, and that before additional areas contiguous to those already classified C-5 are considered for inclusion within the C-5 district, consideration should be given to the appropriateness of the C-4 central area commercial district as an alternate designation intended to create a less congested character than that of the C-5 district.

-Design/Development Area (-DD)
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.

-Design and Preservation Area (-DP)
It is the intent of the -DP to protect and improve the quality of the environment of the city by the encouragement of identification, recognition, conservation, maintenance and enhancement of areas, sites, structures, fixtures and other features of the architectural, economic, social, cultural and political history of the city as well as its natural features; to encourage appropriate use of such features, areas, sites, structures and fixtures; and to restrain influences adverse to such purposes, and by so doing to promote the public welfare. To this end, the -DP designation, when appended to a basic district classification, is intended to coordinate the purposes and intent of this article with those regulations established by other provisions whose primary intent is to further the purposes set out in this section.

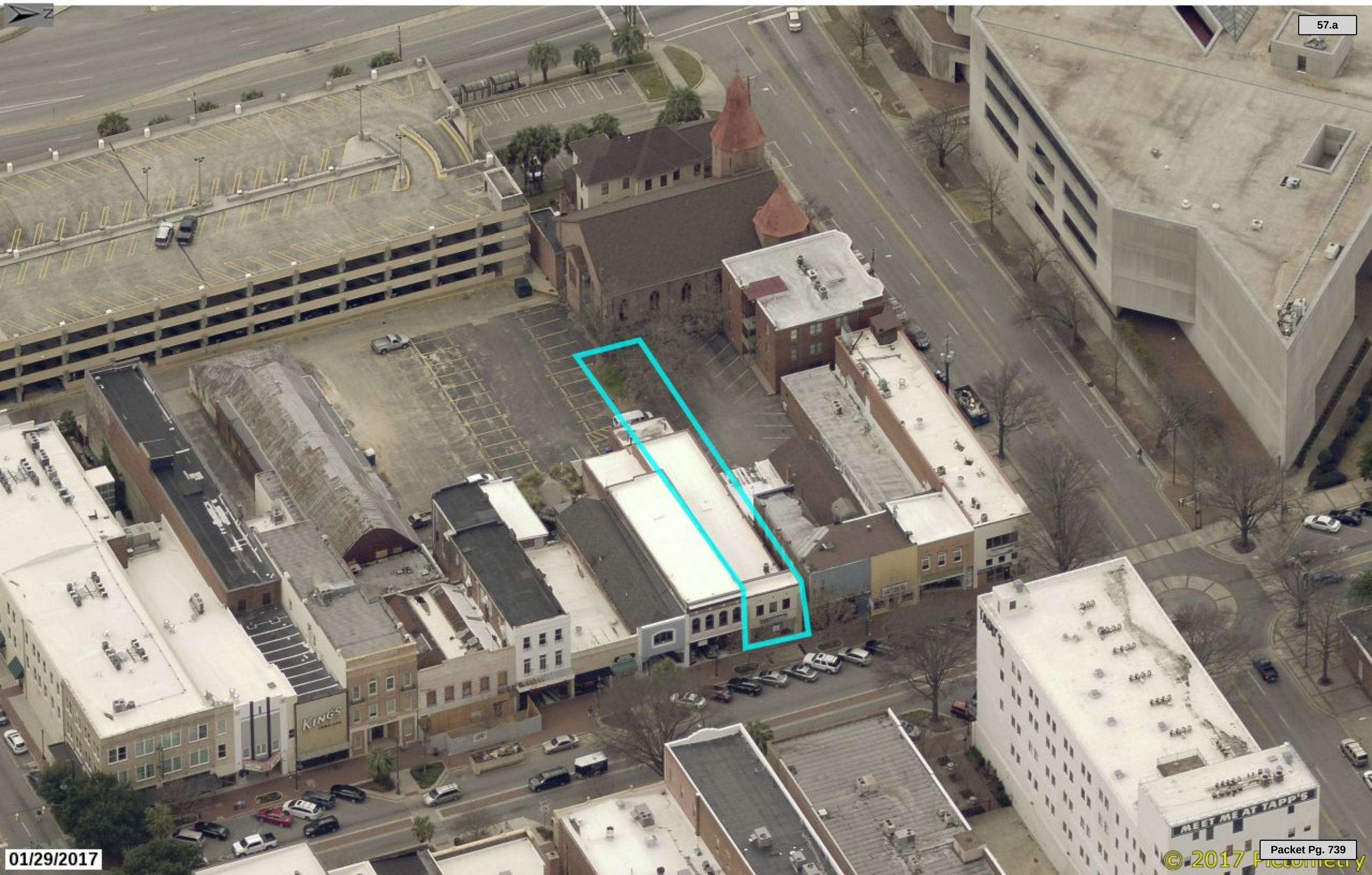
Following are the criteria for listing as a Group III Landmark:

> *Section 17-691(d) of the Columbia City Ordinance outlines the criteria for designation as a Group III Landmark.*
> *“Group III consists of structures or sites which round out and extend the material-visual history of Columbia when added to Groups I and II; they evidence one or more of the following criteria for selection:*
> *(1) The site of events, homes of men, etc., that are interesting locally.*
> *(2) Somewhat unusual characteristics in architectural design.*
> *(3) Belonging to a family or "genera" of buildings recognized locally.*
> *(4) A mediocre example of a style or type of building which is becoming, or in danger of becoming, extinct locally.*
> *(5) Evidencing one or more of the criteria for Group II, but too decrepit or too destructively modified to constitute a prime historic document.*
> *If possible, these should be preserved by "adaptive use," although not necessarily on their original sites. Generally, preservation of interiors is not of great importance and controlled remodeling of exteriors is in order.”*

Staff finds that 1637 Main Street meets items 1, 2, and 3 of the criteria for Group III landmarks.

STAFF RECOMMENDATION

Staff recommends City Council rezone the parcel from C-5, -DD to C-5, -DD and -DP and Amend Chapter 17 – Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.



01/29/2017

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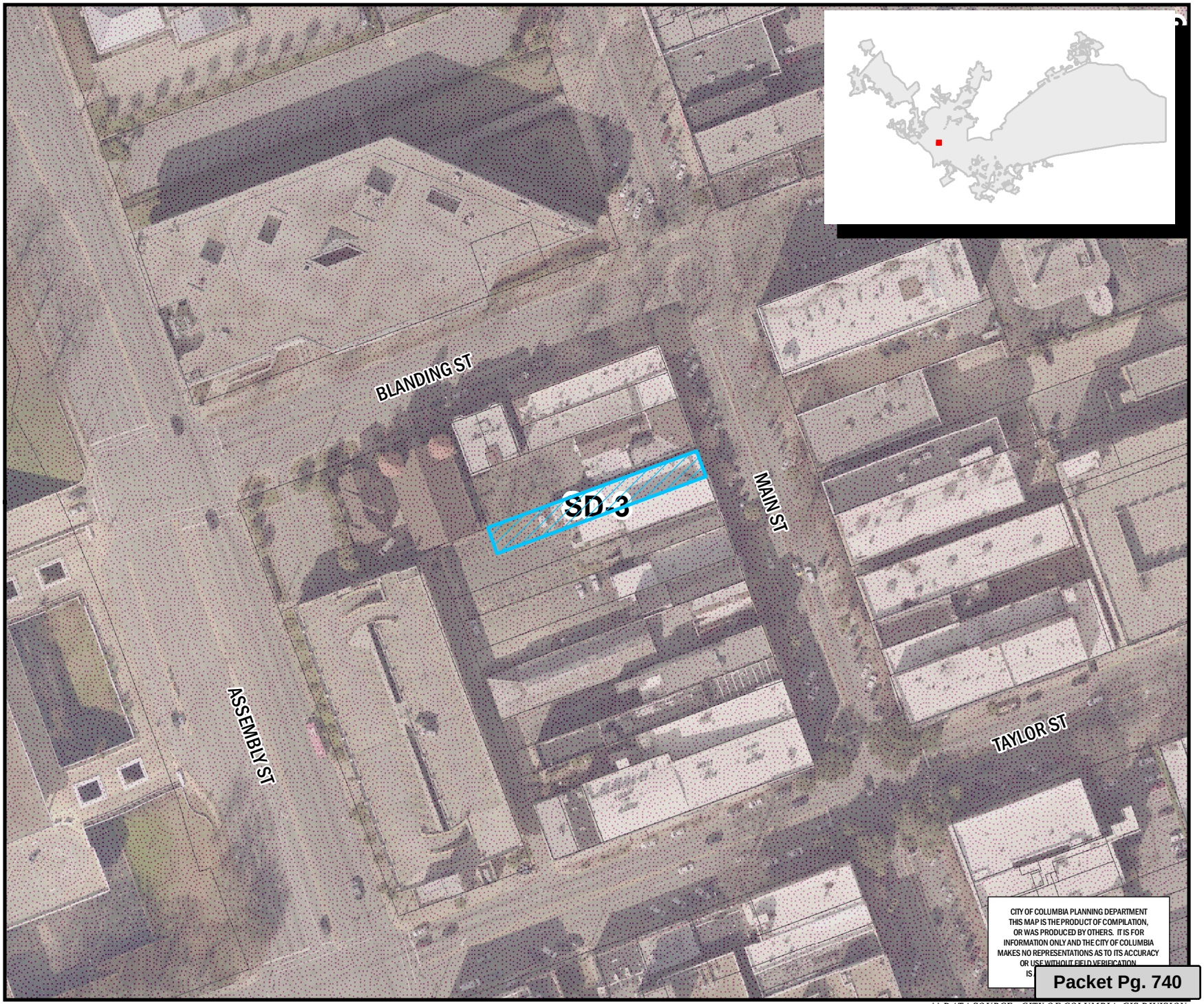
Future Land Use Map

1637 Main Street, TMS# 09
Existing FLU: SD-3

57.a

Department of Planning & Development Services



Legend

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- PARCELS

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- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
April 2, 2018

CITY OF COLUMBIA PLANNING DEPARTMENT
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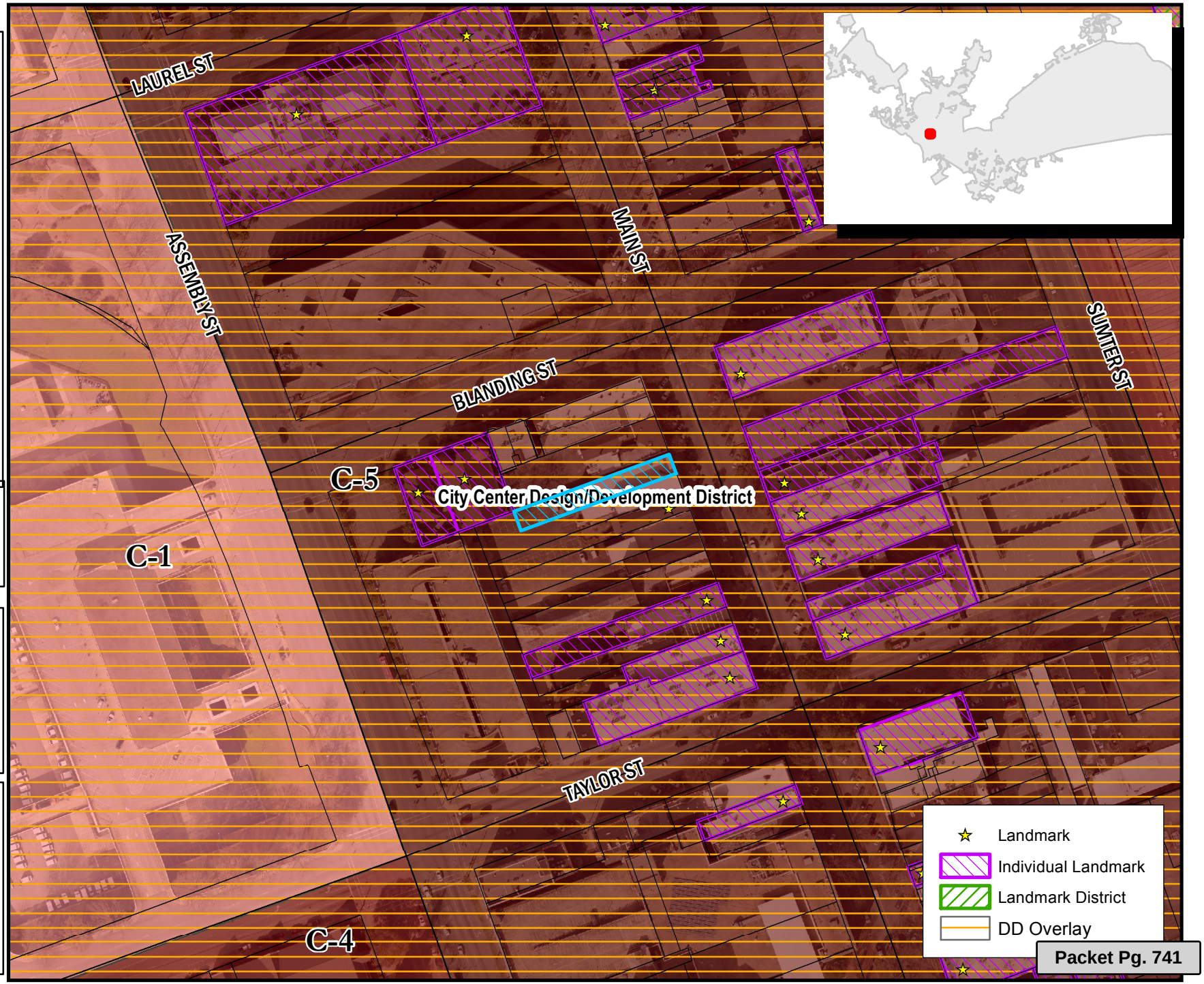
*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

1637 Main Street, TMS# 09014-10-07;
Existing Zoning: C-5, -DD, Proposed Zoning: 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	

0 30 60 120 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
April 2, 2018

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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-036

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 1637 Main Street, TMS #09014-10-07

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2018, 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 1637 Main Street, TMS #09014-10-07.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Revised: 6/14/2018
18001174

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Comprehensive Plan – Future Land Use Map Amendment**

PURPOSE: **Ordinance No.: 2018-032 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to modify Future Land Use Classifications throughout the City of Columbia**

Council Districts: 1, 2, 3, and 4

Proposal: Amend Chapter 8.3 of The Columbia Plan: 2018 - Future Land Use Map to modify land use classifications throughout the City.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 5/07/2018; Approval (8-0)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ZPH_Case_Summary_FLU_fixes (PDF)
- #b: 2018-032 amend Comprehensive Plan 2018 (PDF)

CITY COUNCIL

August 14, 2018 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Comprehensive Plan – Future Land Use Map Amendment Case Summary

Council Districts: 1, 2, 3, and 4

Proposal: Amend Chapter 8.3 of The Columbia Plan: 2018 – Future Land Use Map to modify land use classifications throughout the City.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 05/07/2018; Approval (8-0)

PH, 1st Reading: 07/17/2018; Rescheduled

PH, 1st Reading: 08/14/2018; Pending

2nd Reading: 09/04/2018; Pending

DETAIL

This is an update to the Future Land Use Map in Chapter 8.3 of *The Columbia Plan: 2018* that addresses various properties throughout the City. In anticipation of the ten-year update to the Comprehensive Plan, staff has been actively reviewing the future land use map since the adoption of the *Plan Columbia: Land Use Plan* in 2015. This update includes modifications that will better reflect recent planning efforts, modifications to provide more appropriately nuanced future land use classifications for certain properties, and the assignment of future land use classifications to a couple of properties which were overlooked in the mapping process.

TMS	***Address***	***Existing Future Land Use***	***Proposed Future Land Use***
25716-02-02	445 Spears Creek Church Rd	Regional Activity Corridor (AC-3)	Urban Edge Multi Family (UEMF)
11211-01-03; 11212-16-06, -09, -14; 13702-01-30(p)	1931 Mitchell St, 1922 Wiley St, 811 S Edisto Ave, 808 Bay St, 1351, 1381, 1401, 1403 Jim Hamilton Blvd (p)	Employment Campus (EC)	Urban Core Residential Small Lot (UCR-1)

11702-02-06, -07; 11703-01-20, -24	S/W Winmet Dr, 501 Glenthorne Rd, 511 Alcott Dr, Alcott Dr	Industrial (IND)	Urban Edge Mixed Residential (UEMR)
06267-02-04, 06268-02-03	4653 & 4545 Broad River Rd	Civic/Institutional District (SD-2)	Community Activity Corridor (AC-2)
07307-01-01	230 Bush River Rd	Civic/Institutional District (SD-2)	Urban Core Regional Activity Center (UCAC-3)
07307-01-03	E/S Averyt Ave	Civic/Institutional District (SD-2)	Urban Edge Mixed Residential (UEMR)
07307-01-02	1300 Arrowwood Rd, 1231 Bluefield Dr	Civic/Institutional District (SD-2) and Urban Core Regional Activity Center (UCAC-3)	Urban Edge Mixed Residential (UEMR)
06200-03-02(p)	1735 Haviland Cir, 1700 Saint Andrews Terrace Rd	Urban Edge Mixed Residential (UEMR)	Civic/Institutional District (SD-2)
08916-06-01, -02, -03, -05, -12; 11303-01-01, -03, -04, -05, -06, -07, -08, -10; 11304-07-01, -05, -06; 11304-08-01, -02, -03, -04, -05, -06, -07, -08, -10, -11, -13, -14, -15, -16, -17, -18, -19	804, 826, 830, 900, 930 Assembly St; 1114, 1120, 1121, 1211, 1217 College St; 1111, 1115, 1119 Greene St; 801, 811, 817, 819, 825, 900, 906, 915, 916, 918, 921, 922, 925, 927, 928, 930, 933, 935, 937 Main St; 1110, 1128, 1212, 1224, 1226, 1230 Pendleton St; 901, 911, 915, 919, 921, 945 Sumter St; NX Pendleton St	Central Business District (SD-3)	Urban Core Regional Activity Center (UCAC-3)
11401-09-03(p), -05(p), -06(p), -08(p); 11401-14-01(p)	1616 Gervais St (p), 1618 Gervais St (p); 1620 Gervais St (p), 1628 Gervais St (p), 1114 Pickens St, 1500 Senate St (p)	Universities/Colleges (SD-5)	Central Business District (SD-3)
08915-07-01, -03, -04; 08915-08-01; 08916-07-01, -02; 11405-16-02, -03, -04, -05, -06	701, 813, 921 Assembly St; 1051 Blossom St; 15, 17 Gibbes Ct; 1014, 1051 Greene St; 835, 921, 923, 925 Gregg St; 1022, 1822, 1824, 1830 Pendleton St; E/S College St	Universities/Colleges (SD-5)	Urban Core Regional Activity Center (UCAC-3)

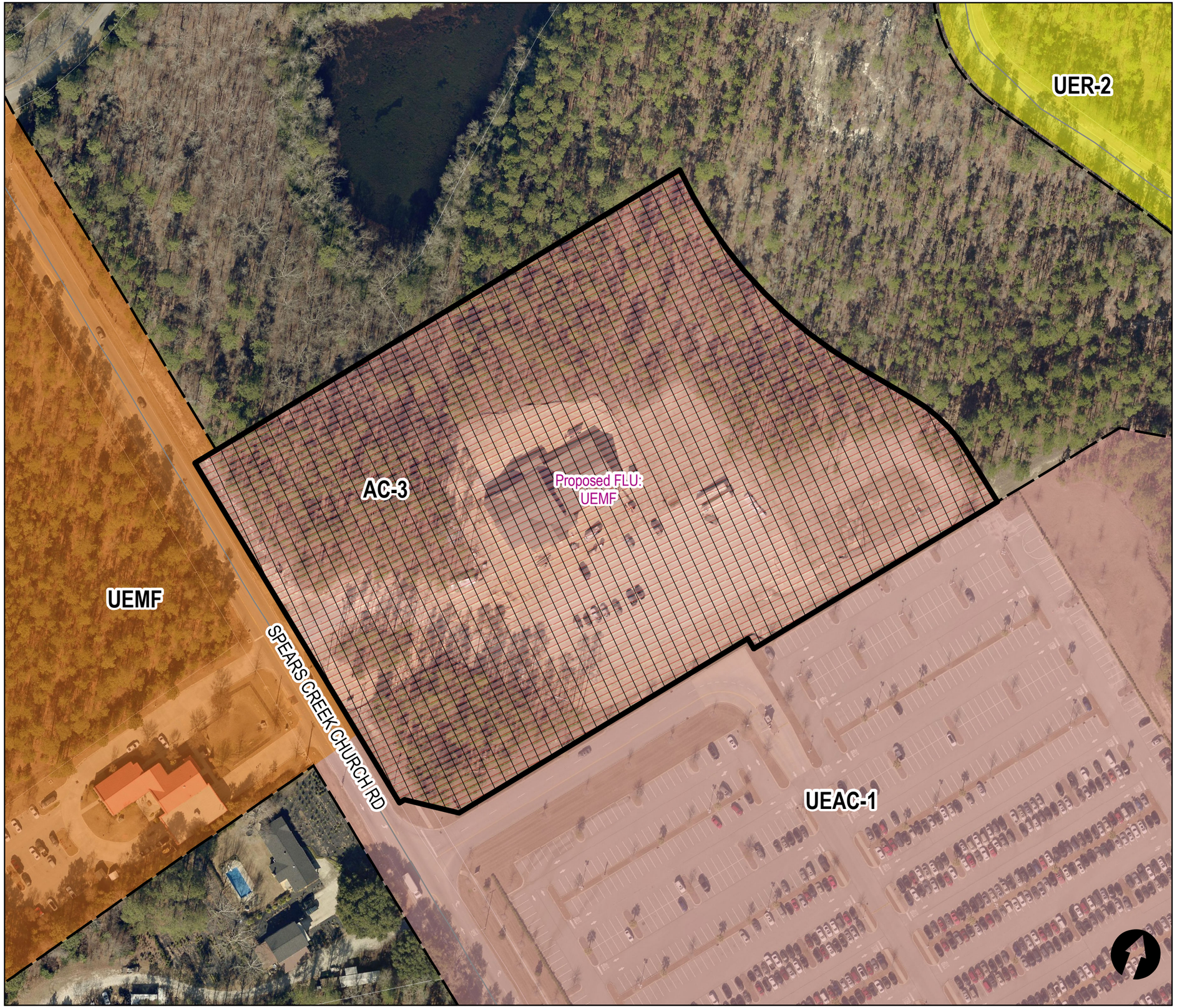
09211-08-01, -02; 09214-01-05, -06, -07, -08, -09; 09215-22-01, -02, -03	800, 816, 820, 824, 830 Wildwood Ave; 1001, 1003, 1005, 1007, 1009 Duke Ave	Universities/Colleges (SD-5)	Urban Core Residential Small Lot (UCR-1)
07613-02-15	200 Haverford Cir	Universities/Colleges (SD-5)	Urban Edge Residential Small Lot (UER-1)
07614-01-04	7103 Frost Ave	Universities/Colleges (SD-5)	Urban Edge Residential Large Lot (UER-2)
07600-02-29(p)	7401 Monticello Rd (p), 7435 Monticello Rd (p), 7103 Frost Ave (p)	currently unassigned	Urban Edge Residential Large Lot (UER-2)
07208-03-09(p)	East Bank of the Saluda River between Stoneridge RD & I-26 (p)	Urban Edge Mixed Residential (UEMR)	Transportation & Utilities (TU)
16414-02-02	1300, 1314, 1316 Leesburg Rd	Urban Core Neighborhood Activity Center (UCAC-1)	Urban Edge Community Activity Center (UEAC-1)
07310-04-01, -02; 07314-01-08	655 & 725 Broad River Rd, 720 Riverhill Cir	Urban Core Regional Activity Center (UCAC-3)	Regional Activity Corridor (AC-3)
07307-01-05	1235 Averyt Ave	Urban Core Regional Activity Center (UCAC-3)	Employment Campus (EC)
22004-01-01(p), -08	Leesburg Rd (p), 3200 Leesburg Rd	Urban Edge Community Activity Center (UEAC-1)	Urban Edge Residential Small Lot (UER-1)
25608-01-38; 25705-07-20, -31, -32	120 & 121 Clemson Rd, 835 & 841 Sparkleberry Ln	Urban Edge Multi Family (UEMF)	Regional Activity Corridor (AC-3)
05900-03-01; 07301-01-02; 07215-02-11(p)	S/S Bush River Rd, S/S I-26, 500 Wildlife Pkwy (p)	Urban Edge Mixed Residential (UEMR)	Transportation & Utilities (TU)
25700-02-04(p), -64(p), -65, -66, -67(p), -68(p)	1155 Clemson Frontage Rd (p), Clemson Frontage Rd (p) & Clemson Frontage Rd	Urban Edge Residential Small Lot (UER-1)	Urban Edge Multi Family (UEMF)
16408-07-02; 16408-01-07(p)	E/S Davidson Rd, 1001 True St (p)	Urban Edge Residential Small Lot (UER-1)	Urban Edge Mixed Residential (UEMR)
14104-06-09	1913 Burton St	currently unassigned	Urban Edge Residential Large Lot (UER-2)
11703-01-16	5519 Fairfield Rd	currently unassigned	Urban Edge Mixed Residential (UEMR)

07303-04-02A(p)	1201 Averyt Ave (p), 1200 Colonial Life Blvd (p)	Urban Edge Mixed Residential (UEMR), Urban Core Regional Activity Center (UCAC-3), and Civic/Institutional District (SD-2)	Employment Campus (EC) west of Averyt Ave and Urban Edge Mixed Residential (UEMR) east of Averyt Ave

STAFF RECOMMENDATION

Staff recommends that Council amend the future land use map as set forth above and in the attached maps.

Future Land Use Map



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0 150 300 Feet

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Prepared by: Adam Bradway
Date: 4/23/2018

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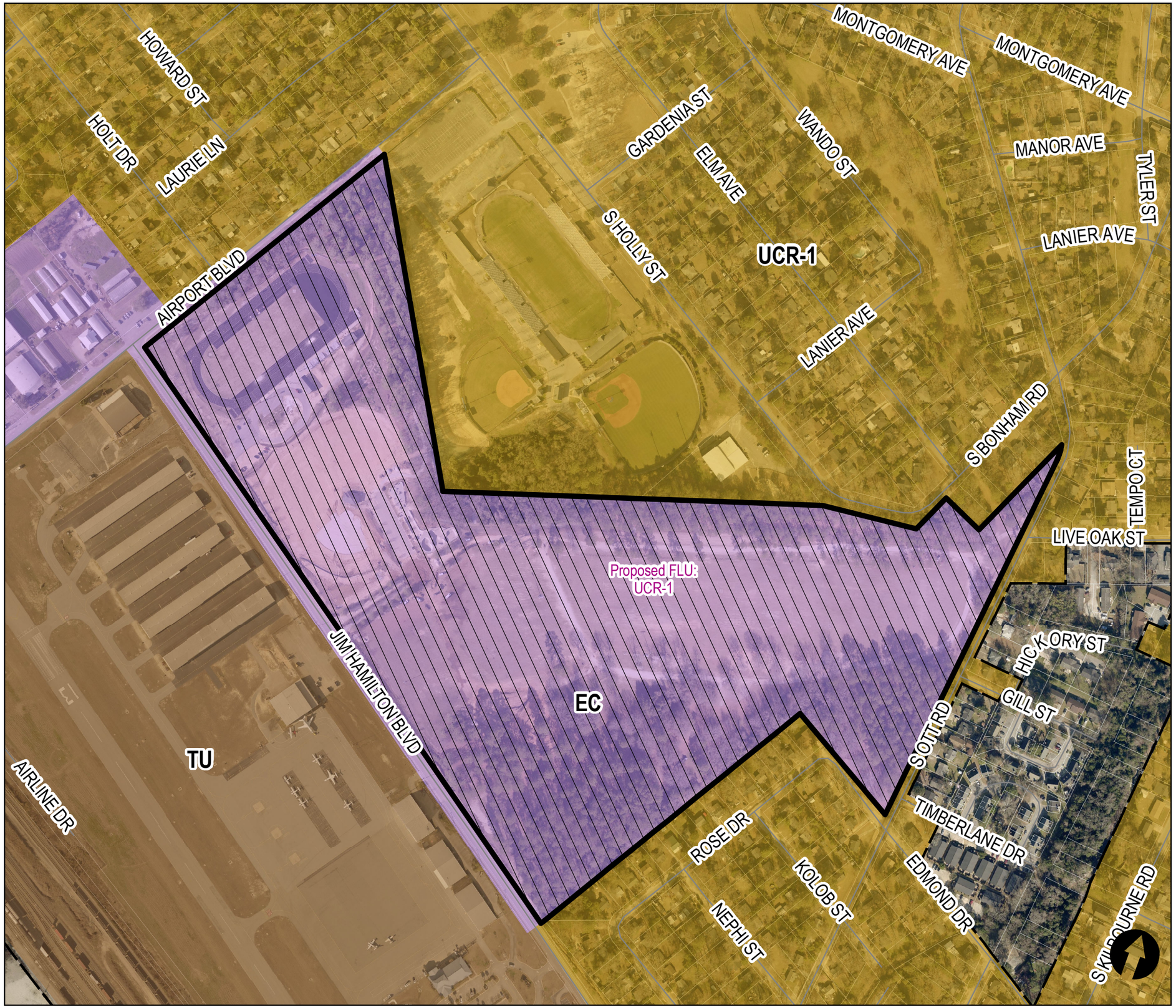

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We Are Columbia

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Date: 4/23/2018

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0 100 200 Feet

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Prepared by: Adam Bradway
Date: 4/25/2018

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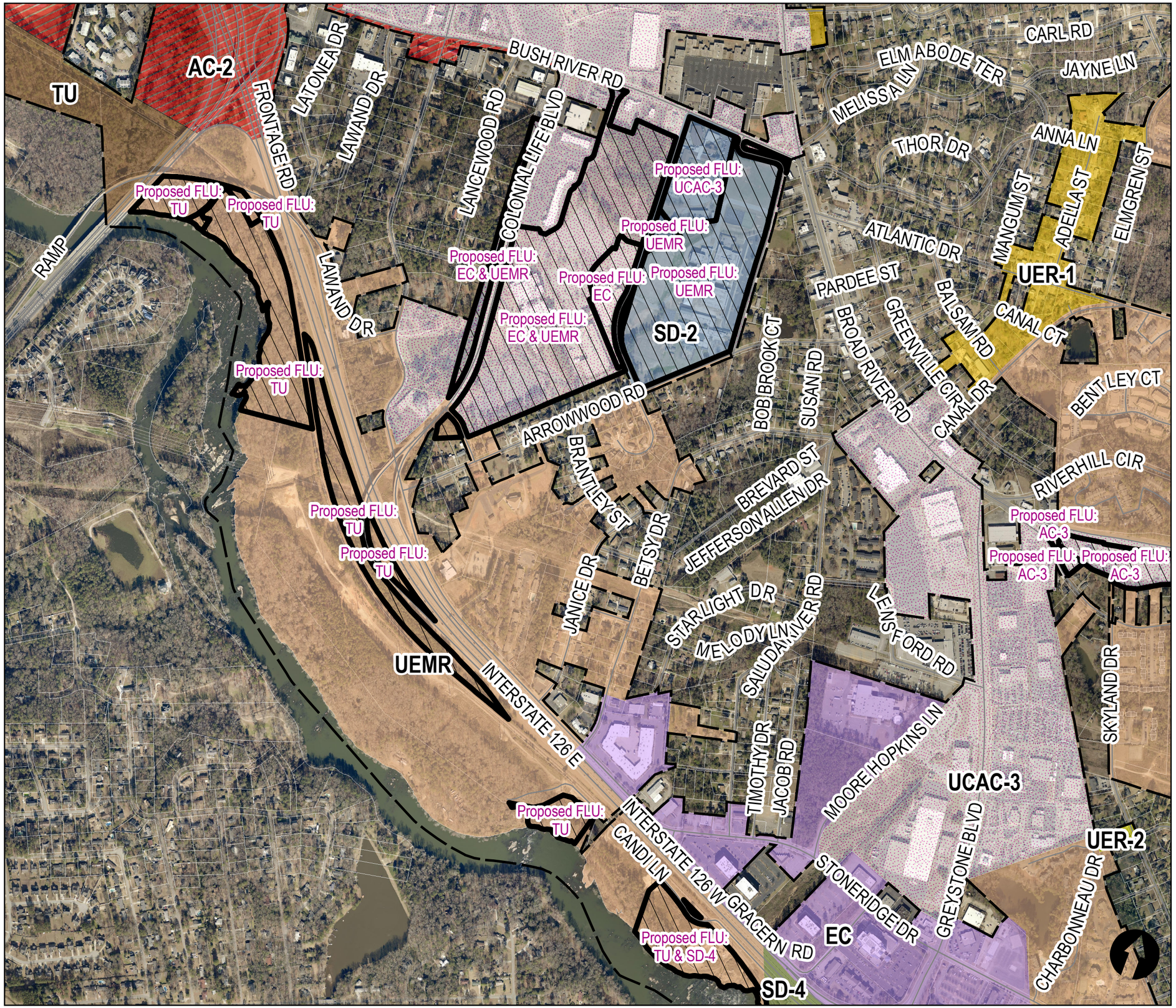

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Future Land Use Map

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0 500 1,000 Feet

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Prepared by: Adam Bradway
Date: 4/23/2018

Future Land Use Map

PENDLETON ST
MELTON ALY
PARK ST
ASSEMBLY ST
SD-3
Existing FLU: SD-3
Proposed FLU: UCAC-3
COLLEGE ST
SUMTER ST
MARION ST
Existing FLU: SD-5
GREENE ST
Proposed FLU: UCAC-3
UCAC-3
MAIN ST
SD-5
DEVINE ST
DEVINE ST
DEVINE ST
LINCOLN ST
BLOSSOM ST

Legend

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0 400 800 Feet

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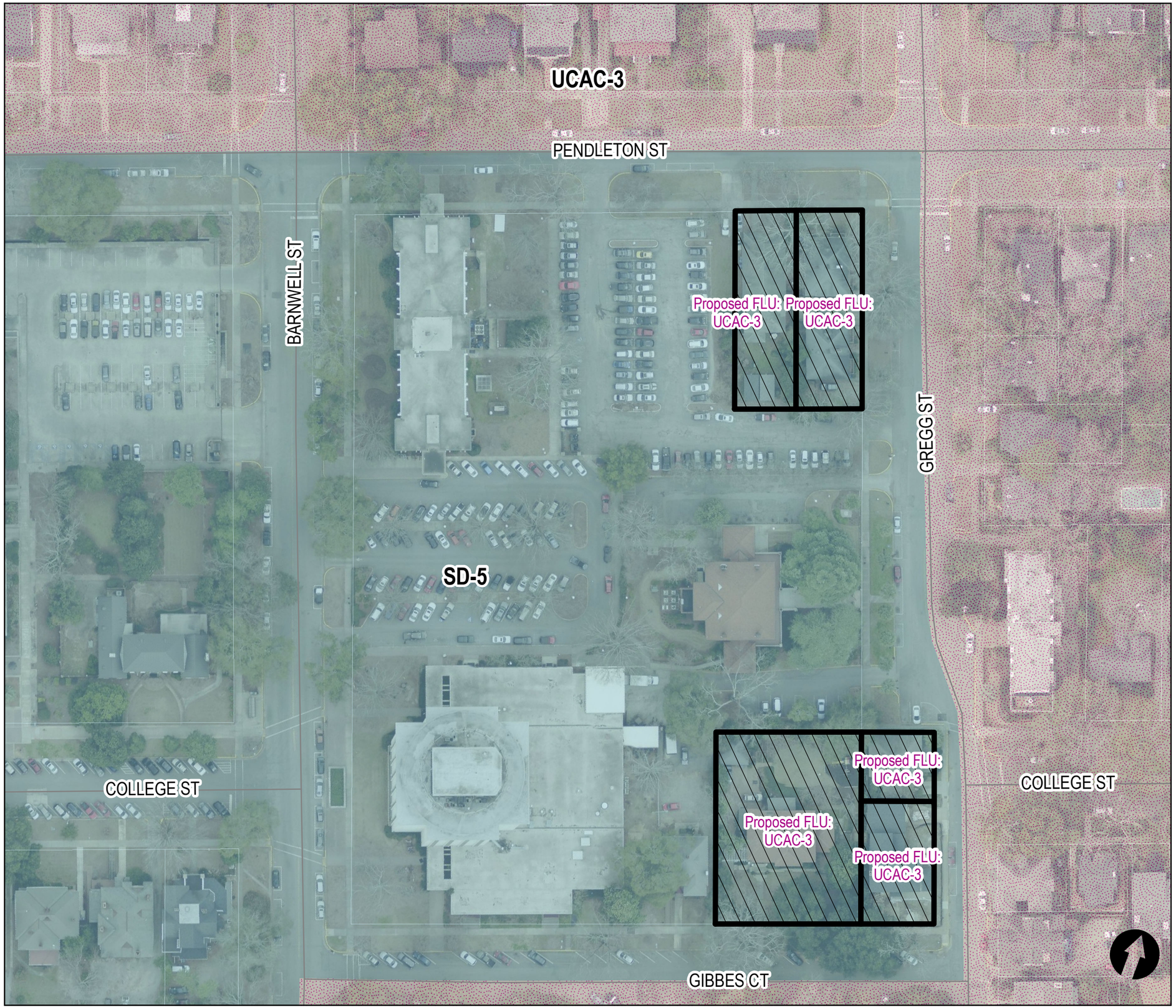
Prepared by: Leigh DeForth
Date: 5/1/2018

Future Land Use Map



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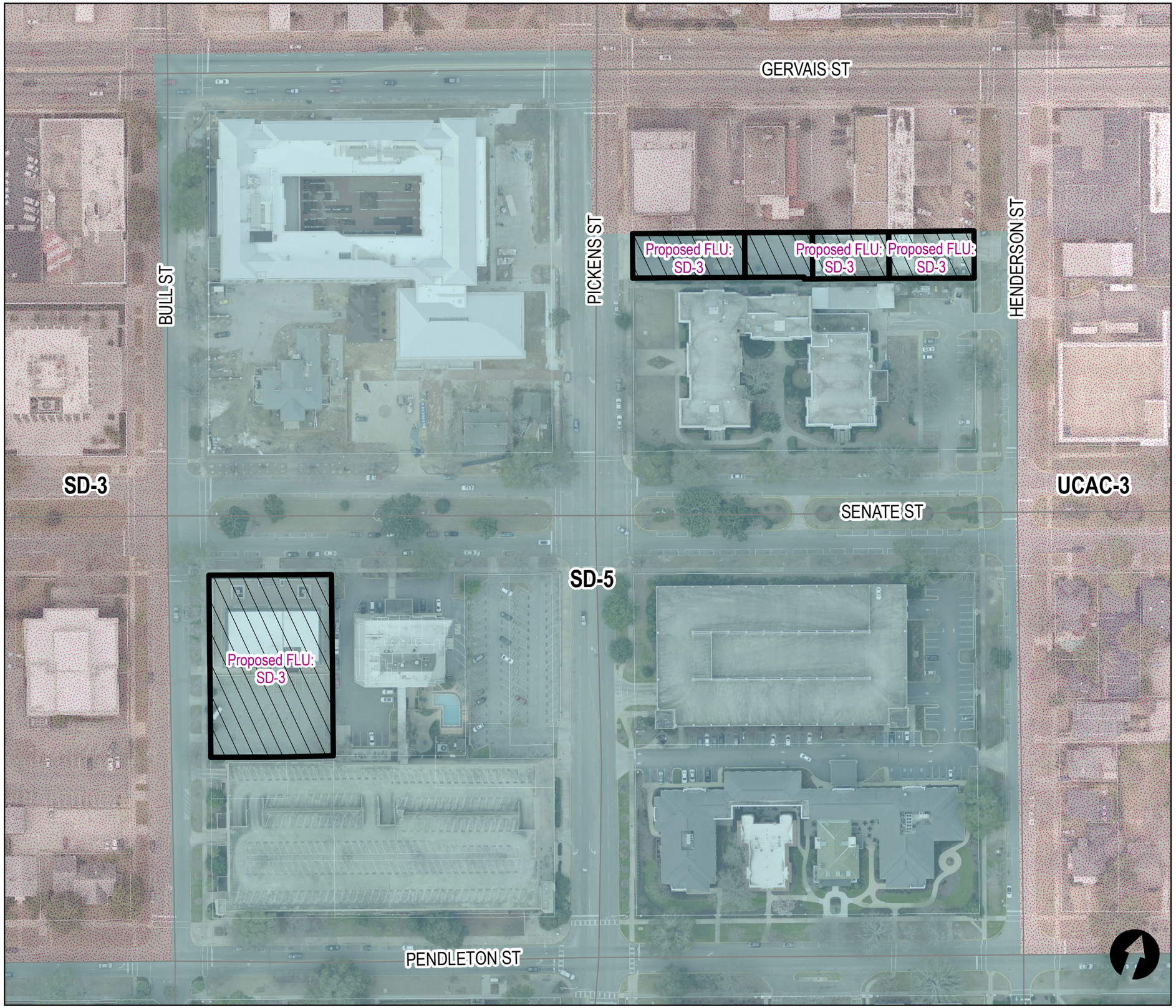

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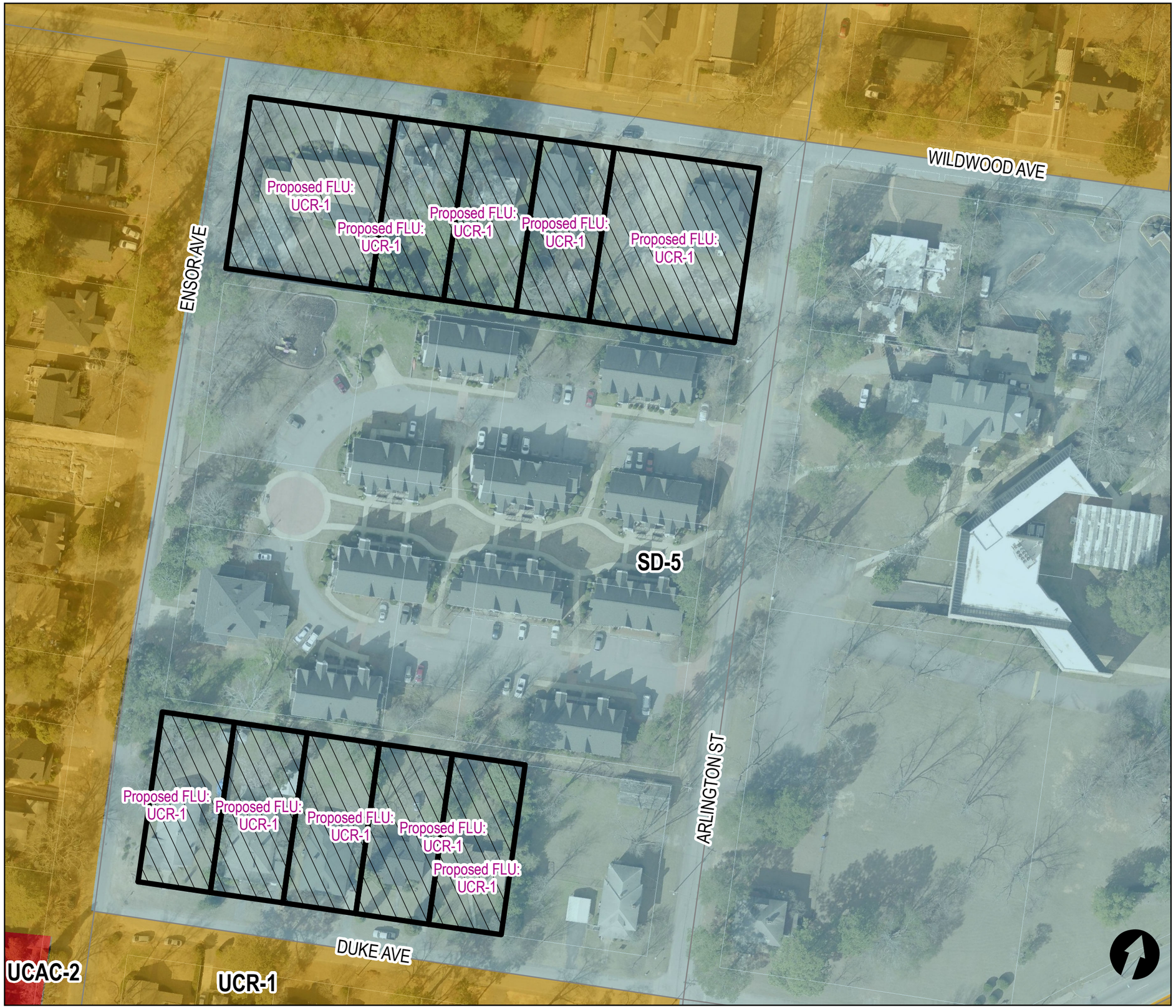

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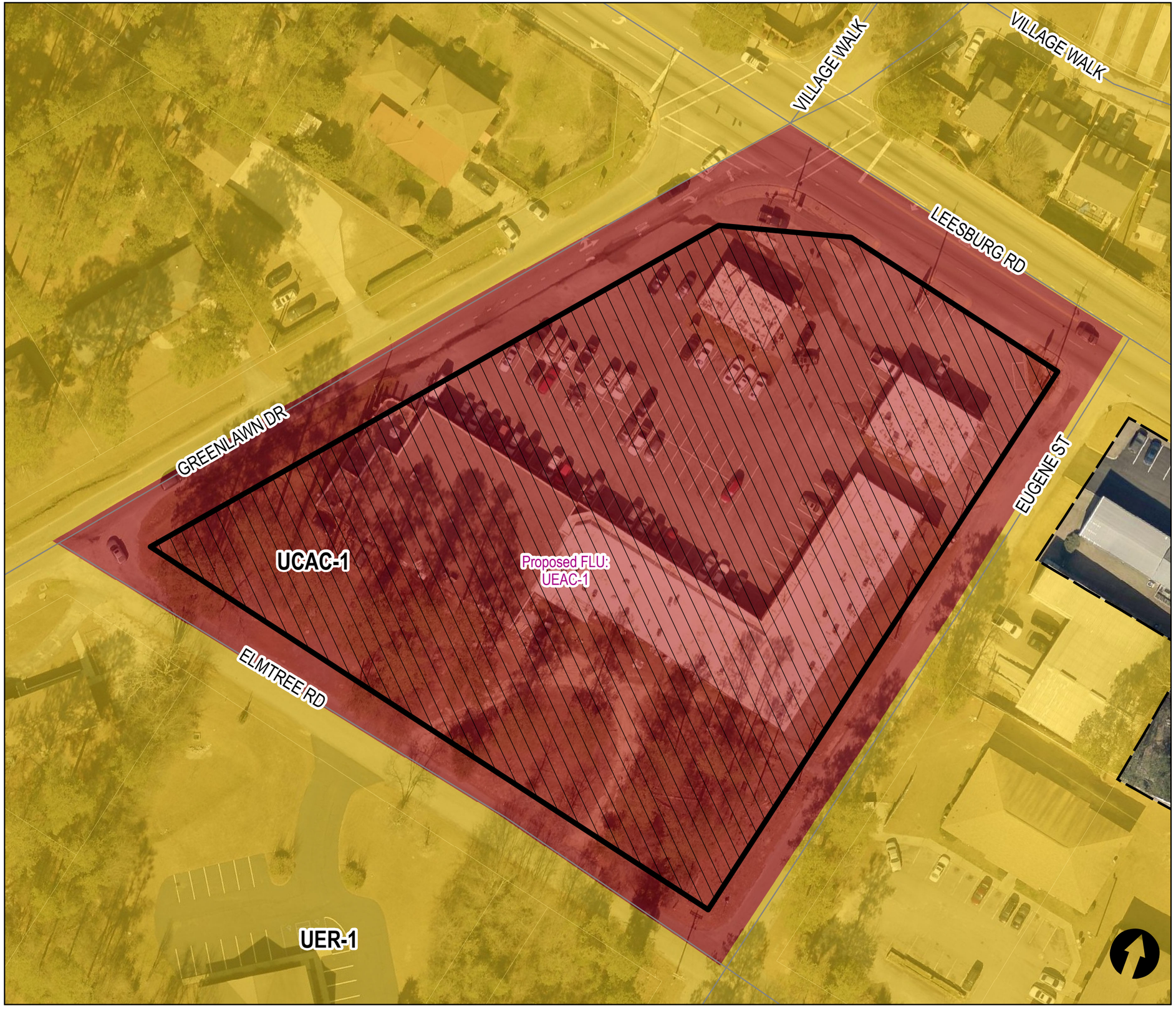

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- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

0 200 400 Feet

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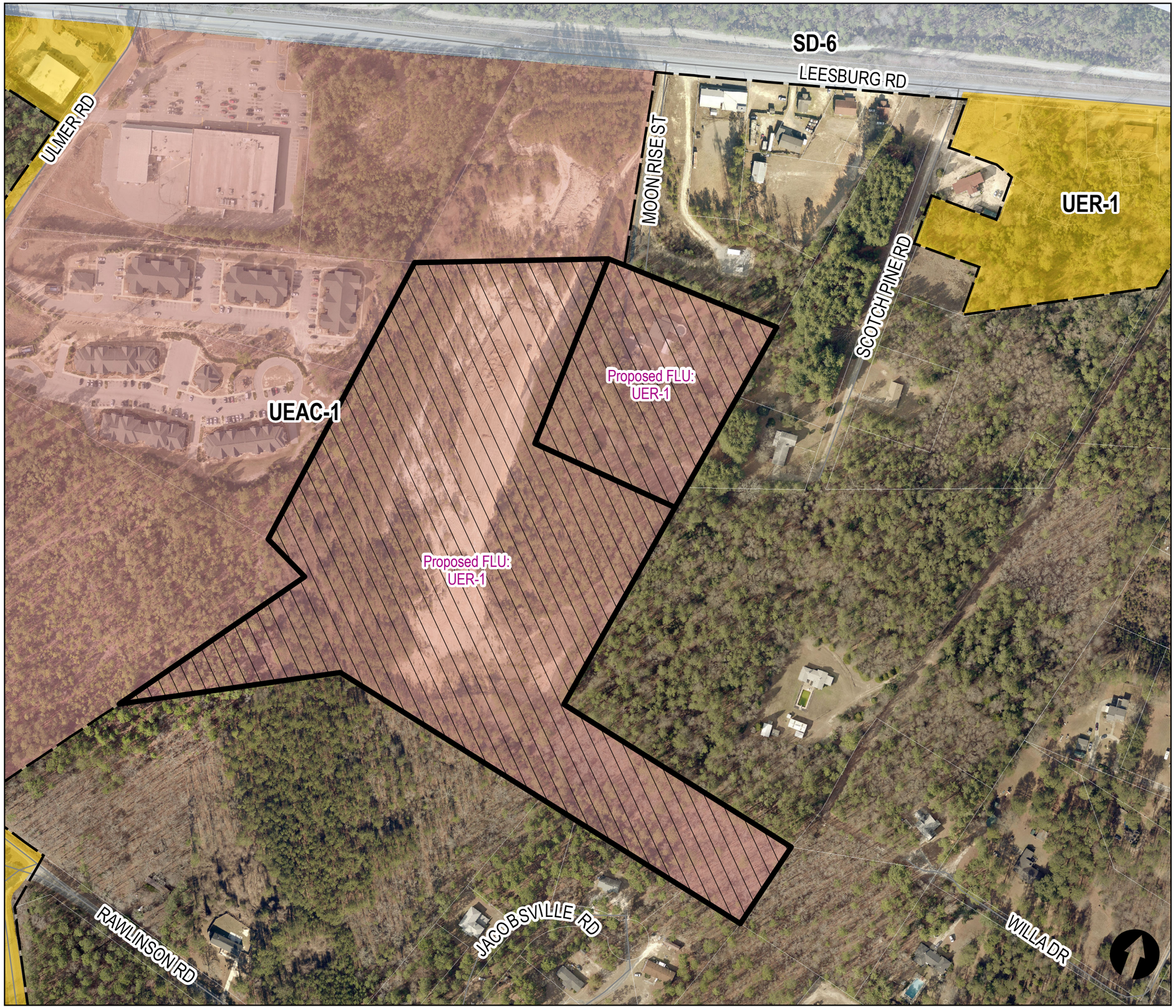
We Are Columbia

Prepared by: Adam Bradway
Date: 4/23/2018

Future Land Use Map



Legend

- Subject Property
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Prepared by: Adam Bradway
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Future Land Use Map

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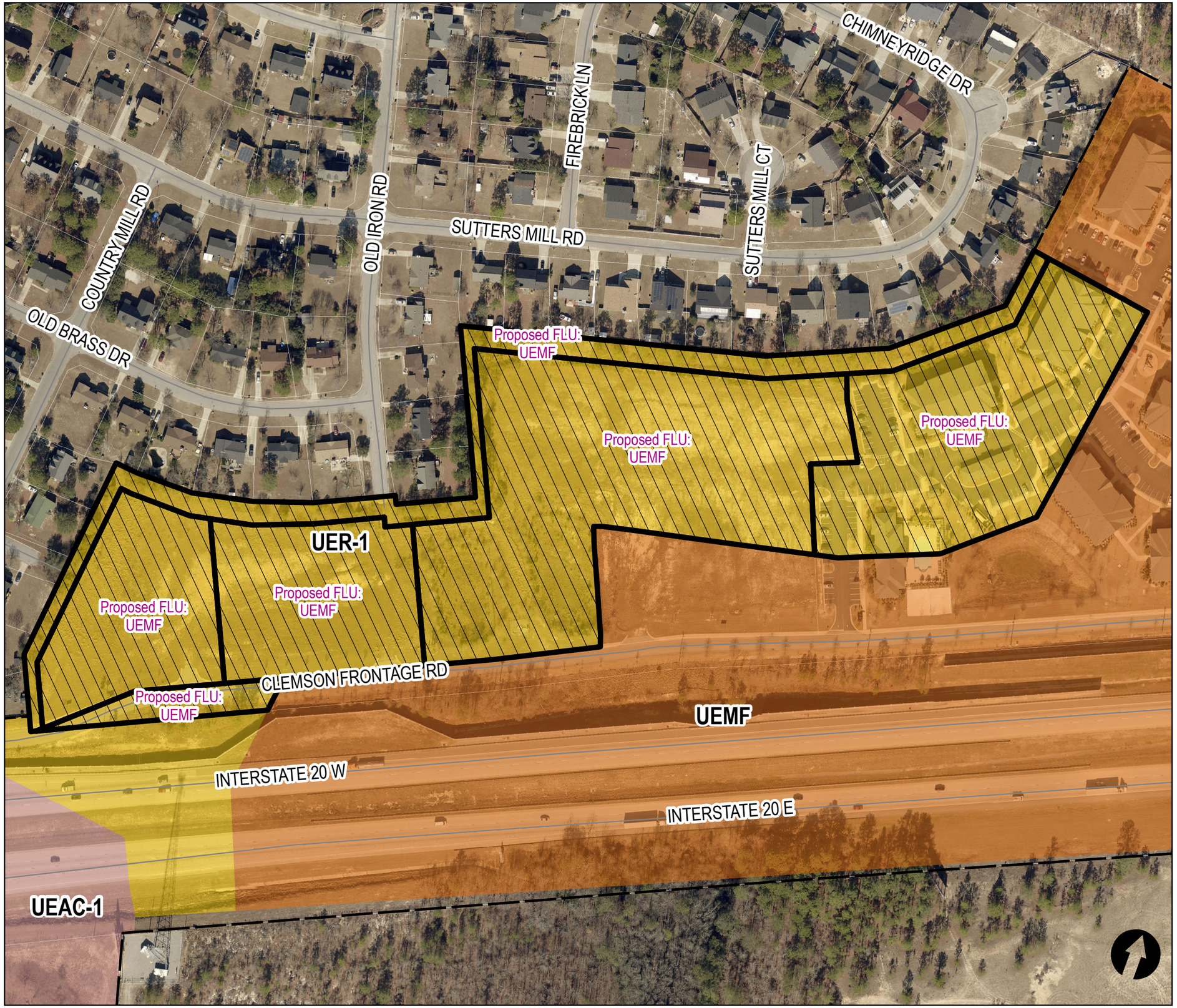
Future Land Use Map



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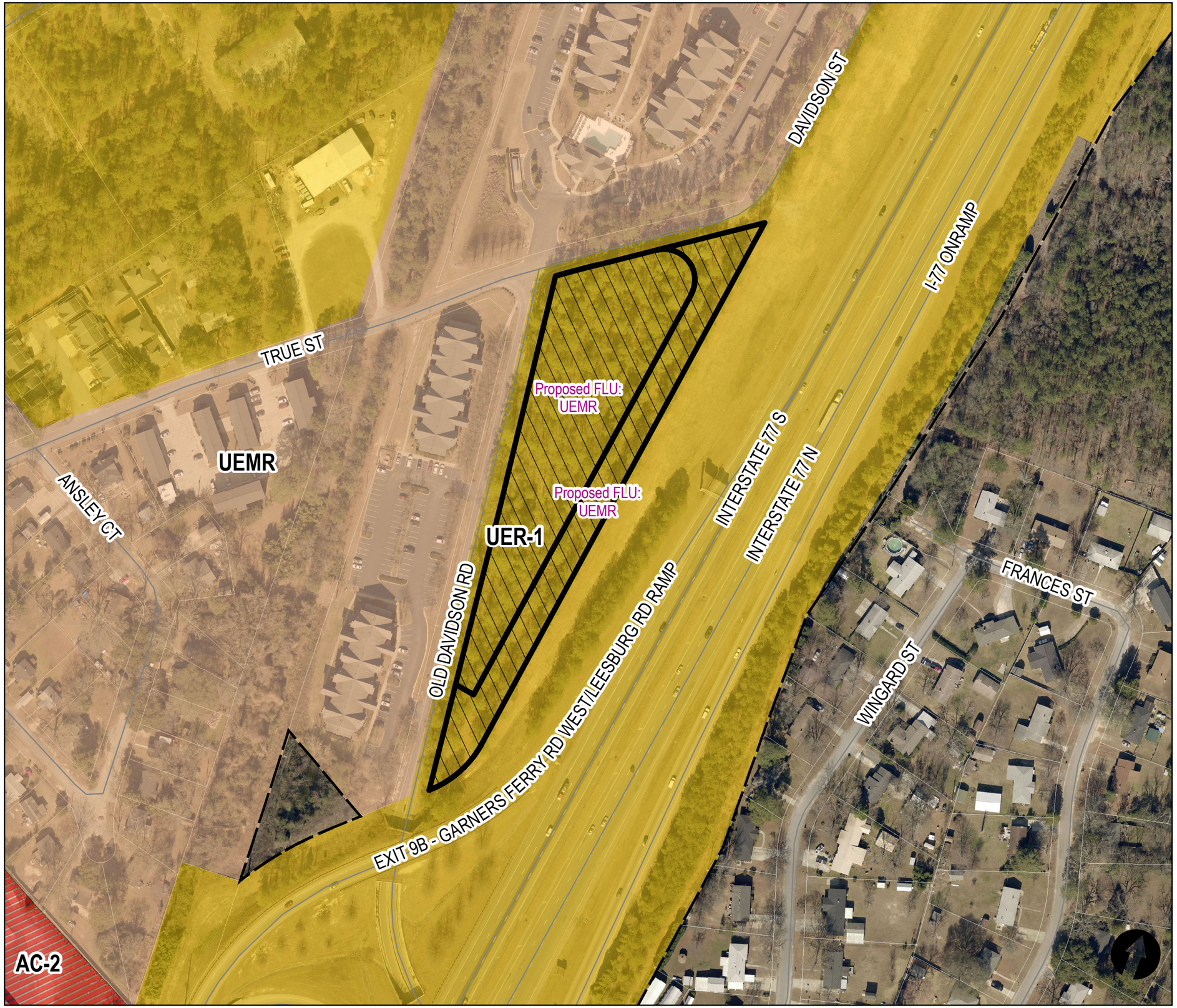
Future Land Use Map



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Date: 4/23/2018

Future Land Use Map

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We Are Columbia

Prepared by: Adam Bradway
Date: 4/23/2018

ORDINANCE NO.: 2018-032

Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to modify Future Land Use Classifications throughout the City of Columbia

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, the properties referenced in Attachments A and B were included within Plan Columbia Land Use Plan Putting the Pieces in Place adopted by City Council on February 17, 2015; 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 _____, 2018, that the properties referenced in Attachments A and B, included in the Plan Columbia Land Use Plan Putting the Pieces in Place adopted by City Council on February 17, 2015, shall be assigned the designated future land use classifications, and the Future Land Use Map shall be amended accordingly.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

DRAFT

ORDINANCE NO.: 2018-032
Attachment A

TMS	*Address*	*Existing Future Land Use*	*Proposed Future Land Use*
25716-02-02	445 Spears Creek Church Rd	Regional Activity Corridor (AC-3)	Urban Edge Multi Family (UEMF)
11211-01-03; 11212-16-06, -09, -14; 13702-01-30(p)	1931 Mitchell St, 1922 Wiley St, 811 S Edisto Ave, 808 Bay St, 1351, 1381, 1401, 1403 Jim Hamilton Blvd (p)	Employment Campus (EC)	Urban Core Residential Small Lot (UCR-1)
11702-02-06, -07; 11703-01-20, -24	S/W Winmet Dr, 501 Glenthorne Rd, 511 Alcott Dr, Alcott Dr	Industrial (IND)	Urban Edge Mixed Residential (UEMR)
06267-02-04, 06268-02-03	4653 & 4545 Broad River Rd	Civic/Institutional District (SD-2)	Community Activity Corridor (AC-2)
07307-01-01	230 Bush River Rd	Civic/Institutional District (SD-2)	Urban Core Regional Activity Center (UCAC-3)
07307-01-03	E/S Averyt Ave	Civic/Institutional District (SD-2)	Urban Edge Mixed Residential (UEMR)
07307-01-02	1300 Arrowwood Rd, 1231 Bluefield Dr	Civic/Institutional District (SD-2) and Urban Core Regional Activity Center (UCAC-3)	Urban Edge Mixed Residential (UEMR)
06200-03-02(p)	1735 Haviland Cir, 1700 Saint Andrews Terrace Rd	Urban Edge Mixed Residential (UEMR)	Civic/Institutional District (SD-2)
08916-06-01, -02, -03, -05, -12; 11303-01-01, -03, -04, -05, -06, -07, -08, -10; 11304-07-01, -05, -06; 11304-08-01, -02, -03, -04, -05, -06, -07, -08, -10, -11, -13, -14, -15, -16, -17, -18, -19	804, 826, 830, 900, 930 Assembly St; 1114, 1120, 1121, 1211, 1217 College St; 1111, 1115, 1119 Greene St; 801, 811, 817, 819, 825, 900, 906, 915, 916, 918, 921, 922, 925, 927, 928, 930, 933, 935, 937 Main St; 1110, 1128, 1212, 1224, 1226, 1230 Pendleton St; 901, 911, 915, 919, 921, 945 Sumter St; NX Pendleton St	Central Business District (SD-3)	Urban Core Regional Activity Center (UCAC-3)

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11401-09-03(p), -05(p), -06(p), -08(p); 11401-14-01(p)	1616 Gervais St (p), 1618 Gervais St (p); 1620 Gervais St (p), 1628 Gervais St (p), 1114 Pickens St, 1500 Senate St (p)	Universities/Colleges (SD-5)	Central Business District (SD-3)
08915-07-01, -03, -04; 08915-08-01; 08916-07-01, -02; 11405-16-02, -03, -04, -05, -06	701, 813, 921 Assembly St; 1051 Blossom St; 15, 17 Gibbes Ct; 1014, 1051 Greene St; 835, 921, 923, 925 Gregg St; 1022, 1822, 1824, 1830 Pendleton St; E/S College St	Universities/Colleges (SD-5)	Urban Core Regional Activity Center (UCAC-3)
09211-08-01, -02; 09214-01-05, -06, -07, -08, -09; 09215-22-01, -02, -03	800, 816, 820, 824, 830 Wildwood Ave; 1001, 1003, 1005, 1007, 1009 Duke Ave	Universities/Colleges (SD-5)	Urban Core Residential Small Lot (UCR-1)
07613-02-15	200 Haverford Cir	Universities/Colleges (SD-5)	Urban Edge Residential Small Lot (UER-1)
07614-01-04	7103 Frost Ave	Universities/Colleges (SD-5)	Urban Edge Residential Large Lot (UER-2)
07600-02-29(p)	7401 Monticello Rd(p), 7435 Monticello Rd(p), 7103 Frost Ave(p)	currently unassigned	Urban Edge Residential Large Lot (UER-2)
07208-03-09(p)	East Bank of the Saluda River between Stoneridge RD & I-26 (p)	Urban Edge Mixed Residential (UEMR)	Transportation & Utilities (TU)
16414-02-02	1300, 1314, 1316 Leesburg Rd	Urban Core Neighborhood Activity Center (UCAC-1)	Urban Edge Community Activity Center (UEAC-1)
07310-04-01, -02; 07314-01-08	655 & 725 Broad River Rd, 720 Riverhill Cir	Urban Core Regional Activity Center (UCAC-3)	Regional Activity Corridor (AC-3)
07307-01-05	1235 Averyt Ave	Urban Core Regional Activity Center (UCAC-3)	Employment Campus (EC)
22004-01-01(p), -08	Leesburg Rd(p), 3200 Leesburg Rd	Urban Edge Community Activity Center (UEAC-1)	Urban Edge Residential Small Lot (UER-1)
25608-01-38; 25705-07-20, -31, -32	120 & 121 Clemson Rd, 835 & 841 Sparkleberry Ln	Urban Edge Multi Family (UEMF)	Regional Activity Corridor (AC-3)

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05900-03-01; 07301-01-02; 07215-02-11(p)	S/S Bush River Rd, S/S I-26, 500 Wildlife Pkwy(p)	Urban Edge Mixed Residential (UEMR)	Transportation & Utilities (TU)
25700-02-04(p), -64(p), -65, -66, -67(p), -68(p)	1155 Clemson Frontage Rd(p), Clemson Frontage Rd(p) & Clemson Frontage Rd	Urban Edge Residential Small Lot (UER-1)	Urban Edge Multi Family (UEMF)
16408-07-02; 16408-01-07(p)	E/S Davidson Rd, 1001 True St(p)	Urban Edge Residential Small Lot (UER-1)	Urban Edge Mixed Residential (UEMR)
14104-06-09	1913 Burton St	currently unassigned	Urban Edge Residential Large Lot (UER-2)
11703-01-16	5519 Fairfield Rd	currently unassigned	Urban Edge Mixed Residential (UEMR)
07303-04-02A(p)	1201 Averyt Ave(p), 1200 Colonial Life Blvd(p)	Urban Edge Mixed Residential (UEMR), Urban Core Regional Activity Center (UCAC-3), and Civic/Institutional District (SD-2)	Employment Campus (EC) west of Averyt Ave and Urban Edge Mixed Residential (UEMR) east of Averyt Ave

DRAFT

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Traffic Engineering**

FROM: ***David Brewer,***

SUBJECT: **Council is asked to approve the Installation of seventeen (17) Speed Humps in the Melrose Heights Neighborhood, as requested by the Public Works Department.**

PURPOSE: **The Columbia Fire Department and Police Department have reviewed and approved the proposed locations.**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

ATTACHMENTS:

- **#a:** Melrose Heights Speed Humps Request Memo (PDF)
- #b: traffic-calming-Melrose letter doc (PDF)
- #c: Melrose Heights Map 8-18 (PDF)

EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works

FROM: David D. Brewer, City Traffic Engineer

SUBJECT: Traffic Calming –Melrose Heights Neighborhood

DATE: June 5, 2018

In response to a request from residents of the Melrose Heights Neighborhood, traffic volume/speed surveys were conducted in the area relative to the need for additional traffic control measures.

Melrose Heights is situated between Gervais Street and Millwood Avenue, making it an attractive cut-through route to avoid high-volume traffic areas. Street ownership is a combination of City and S.C. Department of Transportation (SCDOT), and all are two-lane residential in nature.

Based on our review, the neighborhood has requested installation of speed humps at the locations shown on the attached map and posting 25 mph speed limit neighborhood-wide. The proposed locations for the associated warning signs are also shown. The Police and Fire Departments have reviewed the proposed locations. If City Council approves, please advise me, and we will proceed with obtaining SCDOT approval for those on their streets and installation as soon as the work can be scheduled.

Melrose Neighborhood Association

Columbia, South Carolina

Date: July 18, 2018

Members of City Council
City of Columbia
Post office Box 147
Columbia, South Carolina
29217

Dear Members of City Council:

The residents of the Melrose neighborhood write to inform you of our approval of the proposed traffic calming measures in our area. We understand that once the plan is approved by city council, residents will have the opportunity to work with city engineers on specific sites for accessibility issues, etc. (e.g. 2700 block of Kirby, park entrance handicap area.)

We are very much looking forward to the improved safety these measures will provide for our community.

Thank you,
Melrose Neighborhood Association

CC: David D. Brewer
Robert Anderson

N
W E
S

GERVAIS ST
KIRBY ST
SENATE ST
WEBSTER ST
KERSHAW ST
BRATTON ST
PICKETT ST
KLINE ST
DEVEREAUX RD
CARLISLE ST
MICHIGAN ST
MURRAY ST
LONGLEAF RD
LECONTE CT
TRENHOLM RD
MEREDITH LN
HEATHERWOOD RD
MILLWOOD AVE
CHERRY ST
TREE ST
WOODROW ST
FAIRVIEW DR
HAGOOD AVE
MAPLE ST
GLADDEN ST
SHIRLEY ST
BUTLER ST
PRINCETON ST
DALY ST
SUNNYSIDE DR
SUNDRY LN
MEDWAY RD
BERKELEY RD
WYNDHAM RD
ADGER RD
ALBION RD
SIMS AVE
EASTMINISTER DR
MAIDEN LN

GIS.SDE.STREETS

Ownership

- FEDERAL
- STATE
- COUNTY
- CITY
- GIS.SDE.PARCEL

- Existing Multi-Way Stop
- Existing Speed Hump Location
- Proposed Multi-Way Stop
- Proposed Speed Hump Sign
- Proposed Speed Hump
- Traffic Survey Location

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Traffic Engineering**

FROM: ***David Brewer,***

SUBJECT: **Council is asked to approve the Installation of two (2) Speed Humps on Bellefield Lane, as requested by the Public Works Department.**

PURPOSE: **The Columbia Fire Department and Police Department have reviewed and approved the proposed locations.**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

ATTACHMENTS:

- **#a:** Bellefiled Speed Humps Request Memo (PDF)
- #b: Belleville Lane Speed Humps Neighborhood Approval (PDF)
- #c: Bellefiled Lane Speed Humps Map (PDF)

EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works
FROM: David D. Brewer, City Traffic Engineer
SUBJECT: Traffic Calming – Bellefield Lane
DATE: July 9, 2018

In response to a request from residents of Bellefield Lane, traffic volume/speed surveys were conducted in the area relative to the need for additional traffic control measures.

Bellefield Lane is two blocks long and runs from Brennen Road to Kathwood Road, making it an attractive cut-through route for commuter traffic. The roadway is owned and maintained by the S.C. Department of Transportation (SCDOT), and is two-lane residential in nature.

Based on our review, the neighborhood has requested installation of speed humps at the locations shown on the attached map. The proposed locations for the associated warning signs are also shown. The Police and Fire Departments have reviewed the proposed locations. If City Council approves, please advise me, and we will proceed with obtaining SCDOT approval.

Moore, Erika

From: Bennett Griffin <Bennett.Griffin@regions.com>
Sent: Tuesday, June 05, 2018 10:56 AM
To: Holliday, John E (Jed)
Cc: Brewer, David; Rick O'Connor; helensggriffin@gmail.com; Bennett Gmail (bennettgriffin77@gmail.com)
Subject: [EXTERNAL] RE: Speed Hump Sign Locations

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Hey Guys, thanks a lot for doing this. I have spoken with the neighbors who will have signage in there yard and we all approve of this. Please let us know what you will need to get started. What is the time line for this project? Also please reply all to future email correspondence. Thanks a lot!

Bennett Griffin CIC
Vice President

Regions Insurance
1612 Marion Street, Suite, 101
Columbia, SC 29201

Office: (803) 744-2268
Cell: (803) 467-7501
Fax: (803) 771-0230
www.regionsinsurance.com

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*****CUSTOMER SURVEYS - TELL US HOW WE ARE DOING!*****
When you receive our annual customer satisfaction survey from Regions Insurance, please take a moment to let us know how we are doing! Thank you

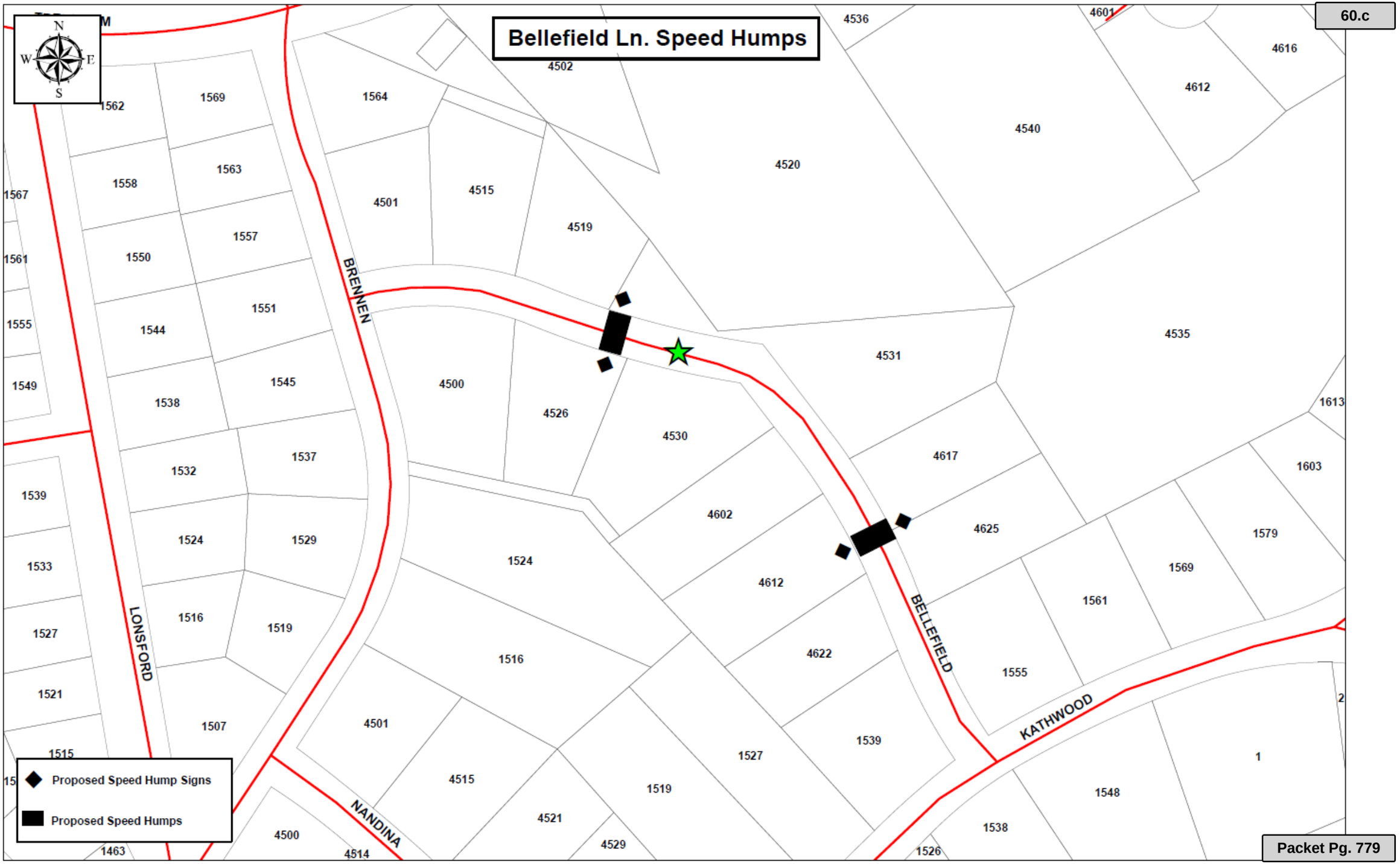
---

From: Holliday, John (Jed) [mailto:jeholliday@columbiasc.net]
Sent: Monday, June 04, 2018 11:18 AM
To: Bennett Griffin
Cc: Brewer, David
Subject: Speed Hump Sign Locations

[External Content] Please use caution.

Mr. Griffin,
The proposed speed hump sign locations have been marked with a painted white circle on the ground as well as the proposed location of the speed hump itself. If you have any questions or concerns please feel free to contact either Mr. Brewer or myself at your convenience.

Jed Holliday
City of Columbia
Traffic Engineering Div.
Operations Administrator
803.545.3851


Bellefield Ln. Speed Humps
N
W
E
S
BRENNEN
LONSFORD
BELLEFIELD
KATHWOOD
NANDINA
Proposed Speed Hump Signs
Proposed Speed Humps

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Traffic Engineering**

FROM: ***David Brewer,***

SUBJECT: **Council is asked to approve "No Through Trucks" restrictions on Pickens Street between Rosewood Drive and Superior Street, as requested by the Public Works Department.**

PURPOSE: **The Columbia Fire Department and Police Department have reviewed and approved the proposed location.**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

ATTACHMENTS:

- **#a:** No Thru Trucks - Pickens Street - Rosewood Hills Memo (PDF)
- #b: Rosewood Hills Truck Signs (PDF)

EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works
FROM: David D. Brewer, City Traffic Engineer
SUBJECT: Truck Restrictions – Pickens Street
DATE: July 12, 2018

In response to a request from residents of the Rosewood Hills Community, we have reviewed streets in the neighborhood relative to the need for "No Thru Trucks" restrictions.

Pickens Street runs the length of the neighborhood from Rosewood Drive to Superior Street. There is a roundabout midway through the neighborhood at Oceola Street which severely limits mobility of large vehicles. Pickens Street is owned and maintained by the City of Columbia, and is two-lane residential in nature.

Based on our review, it is recommended that Pickens Street be posted for "No Thru Trucks" between Rosewood Drive and Superior Street. If City Council approves, please advise me, and we will proceed with the installation of the necessary signing as soon as the work can be scheduled.

Proposed "NO THRU TRUCKS" signs for Rosewood Hills
NO THRU TRUCKS
NO THRU TRUCKS
Rosewood Hills Drive
S Gregg St
S Edisto Ave
S Sarrida Ave
Rosewood Hills Dr
Osceola St
S Dikens St
S Burt St
S 40-448
Superior St
Royster St
Wiley St
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We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Traffic Engineering**

FROM: ***David Brewer,***

SUBJECT: **Council is asked to approve the Installation of three (3) Speed Humps on Barhamville Road, as requested by the Public Works Department.**

PURPOSE: **The Columbia Fire Department and Police Department have reviewed and approved the proposed locations.**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

ATTACHMENTS:

- **#a:** Barhamville Road Speed Humps Request (PDF)
- #b: Neighborhood Approval of Barhamville Rd Speed Humps (PDF)

EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works

FROM: David D. Brewer, City Traffic Engineer

SUBJECT: Traffic Calming – Barhamville Road

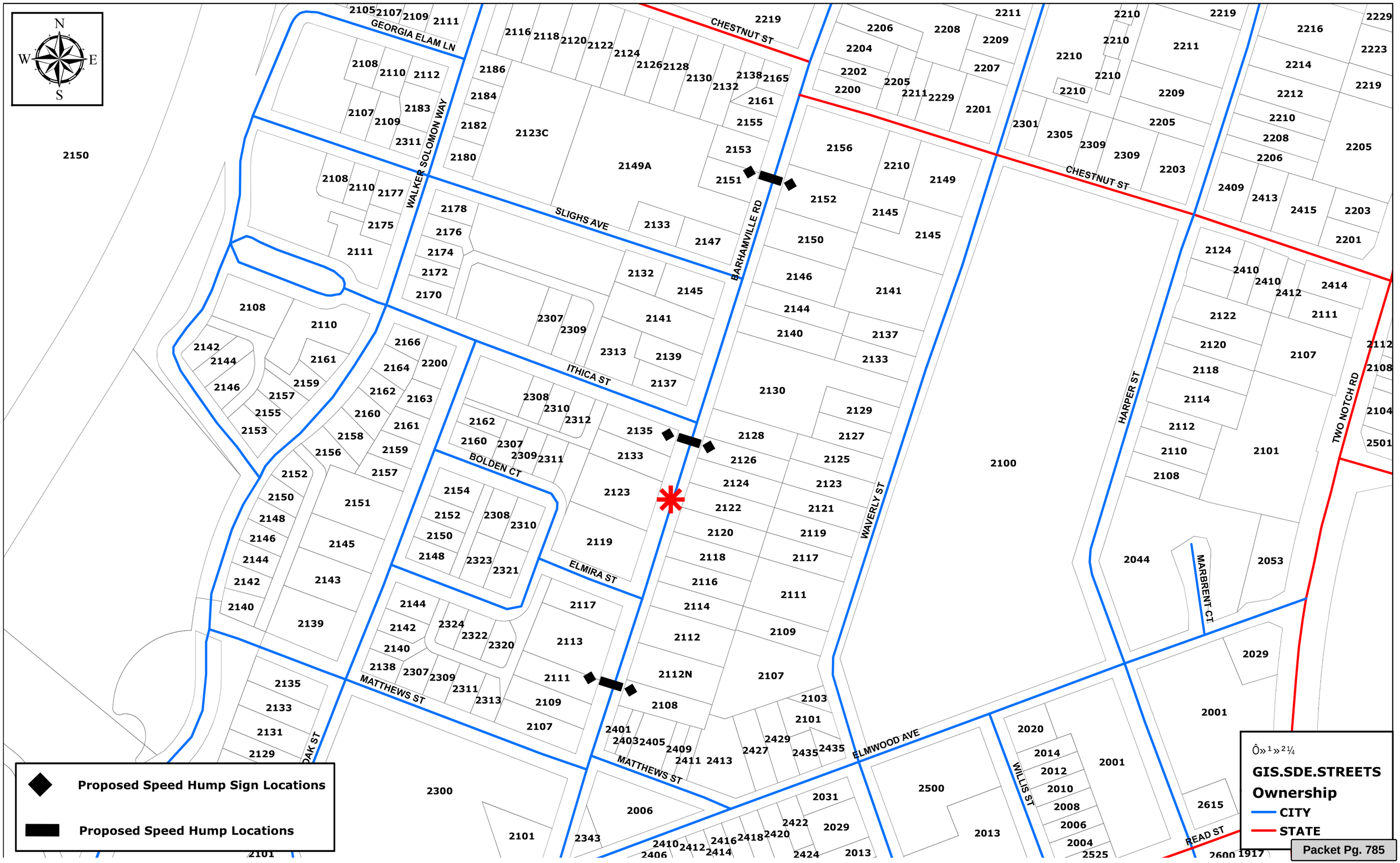
DATE: July 25, 2018

In response to a request from residents of Edgewood/Read Street, traffic volume/speed surveys were conducted on Barhamville Road relative to the need for additional traffic control measures.

Barhamville Road is owned and maintained by the City of Columbia, and is two-lane residential in nature.

Based on our review and subsequent coordination with the neighborhood, the residents have requested installation of speed humps at three locations as shown on the attached map. The proposed locations for the associated warning signs are also shown. The Police and Fire Departments have also reviewed the proposed locations. If City Council approves, please advise me, and we will proceed with the installation as soon as the work can be scheduled.

Proposed Barhamville Road Speed Humps



Brewer, David

From: Carl <cfreder972@aol.com>
Sent: Tuesday, July 17, 2018 11:43 AM
To: Brewer, David
Subject: Re: Speed Hump Request - Barhamville Road

Mr. Brewer: Please be advised that the Edgewood/Read Street CICC held its July 2018 monthly meeting on yesterday evening at the Drew Wellness Center. The map of the proposed speed humps locations and signage on Barhamville Road was presented and discussed by residents in attendance. The proposed locations of the speed humps and signage was unanimously approved.

Thank you for your assistance regarding this request.

Carl Frederick

-----Original Message-----
From: Brewer, David <ddbrewer@columbiasc.net>
To: 'Carl' <cfreder972@aol.com>
Sent: Tue, Jun 5, 2018 9:26 am
Subject: Speed Hump Request - Barhamville Road

Mr. Frederick:

Attached is a map detailing possible locations for speed humps in the 2100 block of Barhamville Road. Also, please note the mandatory warning signs facing both directions at each speed hump. If the neighborhood concurs with these locations, please advise me, and I will proceed with obtaining City Council approval.

David D. Brewer, P.E., City Traffic Engineer
Public Works Department
2910 Colonial Drive, Columbia, SC 29203
Phone: (803) 545-3850
Fax: (803) 733-8648
ddbrewer@columbiasc.net

ColumbiaSC.net

From: Carl [mailto:cfreder972@aol.com]
Sent: Tuesday, March 27, 2018 8:42 AM
To: Brewer, David
Cc: emcd1@aol.com
Subject: [EXTERNAL] Speed Humps Request

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Mr. Brewer:

Please see the attachment regarding the above subject. Thank you.

Carl J. Frederick, 803-361-8001

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Traffic Engineering**

FROM: ***David Brewer,***

SUBJECT: **Council is asked to approve the Installation of two (2) Speed Humps on Catawba Street and "No Thru Trucks" restrictions, as requested by the Public Works Department.**

PURPOSE: **The Columbia Fire Department and Police Department have reviewed and approved the proposed locations.**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

ATTACHMENTS:

- **#a:** Wheeler Hill Speed Humps & No Thru Trucks to Memo & Map (PDF)
- #b: Wheeler Hill Neighborhood Approval for Speed Humps & No Thru Trucks (PDF)

EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works

FROM: David D. Brewer, City Traffic Engineer

SUBJECT: Traffic Calming – Wheeler Hill

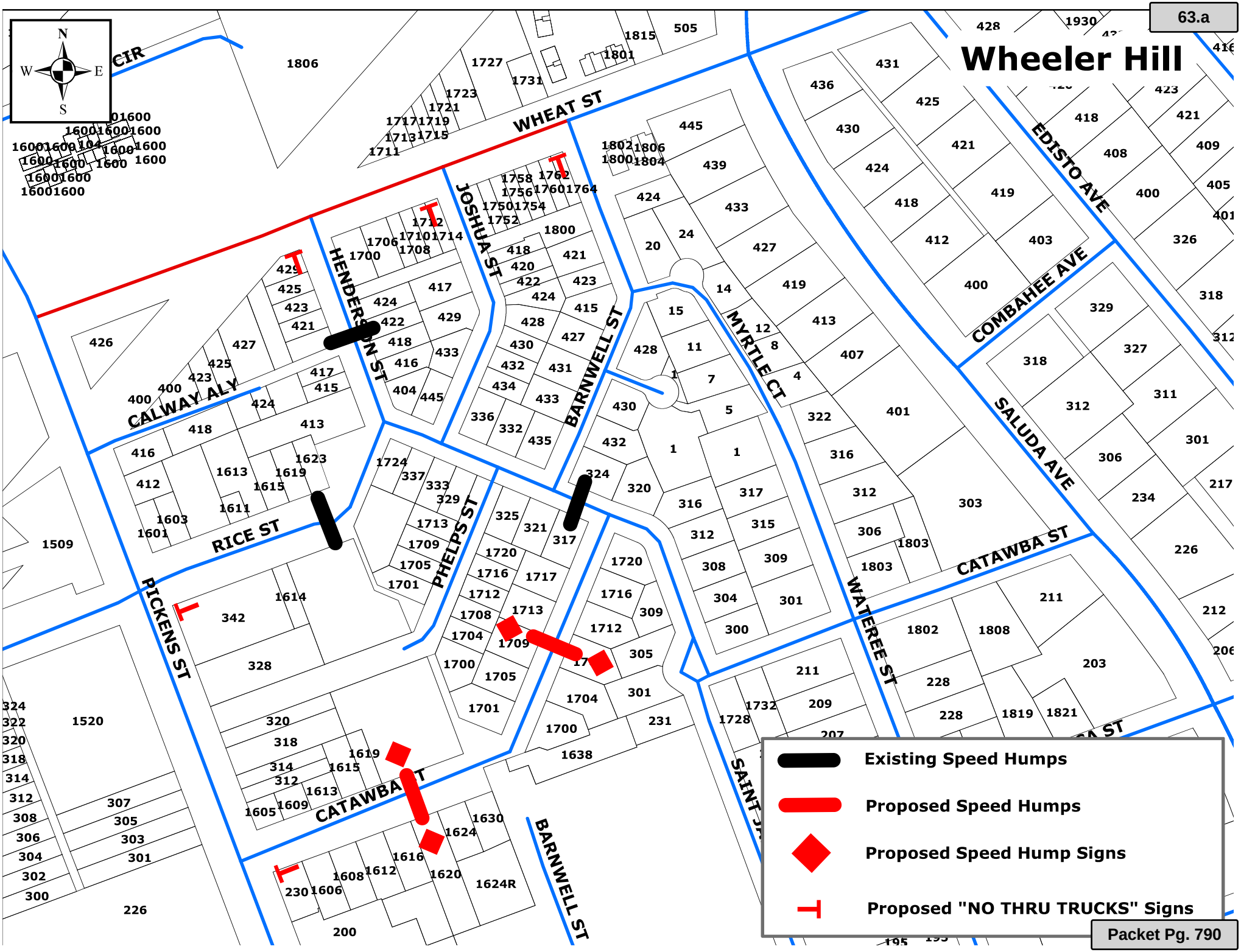
DATE: July 25, 2018

In response to a request from residents of the Wheeler Hill Neighborhood, traffic volume/speed surveys were conducted on Catawba Street relative to the need for additional traffic control measures. The neighborhood has also expressed concerns over through truck traffic, particularly during periods when trains block Pickens Street and Wheat Street.

Catawba Street is owned and maintained by the City of Columbia, and is two-lane residential in nature.

Based on our review and subsequent coordination with the neighborhood, the residents have requested installation of speed humps at two locations as shown on the attached map. The proposed locations for the associated warning signs are also shown. It is also proposed that "No Through Trucks" restrictions be established at the entrance points to the neighborhood as shown on the map. The Police and Fire Departments have also reviewed the proposed locations for speed humps and truck restrictions. If City Council approves, please advise me, and we will proceed with the installation as soon as the work can be scheduled.

Wheeler Hill



Brewer, David

From: Joe Wray <joewray3@bellsouth.net>
Sent: Monday, July 09, 2018 3:31 PM
To: Brewer, David
Cc: 'Doug Alexander'; 'Jim Daniel'; 'Mike Duggan'; Armstead, Ron E
Subject: RE: [EXTERNAL] Speed Humps/Traffic Control (Catawba St.) - Wheeler Hill

David,

We're OK with this. Please proceed as quickly as possible.

Thanks for your continued help.

Joe

From: Brewer, David [mailto:ddbrewer@columbiasc.net]
Sent: Friday, July 6, 2018 1:13 PM
To: 'Joe Wray'
Cc: Doug Alexander; 'Jim Daniel'; 'Mike Duggan'; Armstead, Ron E
Subject: RE: [EXTERNAL] Speed Humps/Traffic Control (Catawba St.) - Wheeler Hill

See attached PDF showing the revised speed hump location and "No Thru Trucks" signs. The length of the blocks precludes getting 2 humps in the 1600 block while still maintaining minimum spacing. We make every attempt to place the warning signs on property lines so that they don't end up in the middle of a yard.

Please review the map and let me know if you would like me to submit to City Council for approval

David D. Brewer, P.E., City Traffic Engineer
Public Works Department
2910 Colonial Drive, Columbia, SC 29203
Phone: (803) 545-3850
Fax: (803) 733-8648
ddbrewer@columbiasc.net

ColumbiaSC.net

From: Joe Wray [mailto:joewray3@bellsouth.net]
Sent: Tuesday, July 03, 2018 8:06 PM
To: Brewer, David
Cc: Doug Alexander; 'Jim Daniel'; 'Mike Duggan'; Armstead, Ron E
Subject: RE: [EXTERNAL] Speed Humps/Traffic Control (Catawba St.) - Wheeler Hill

David,

I hope you're back and that your surgery went well.

Please let me know the status of this.

Thanks for your help.

Joe

Joe Wray
Vice President, Wheeler Hill Neighborhood Association
324 Saint James Street
Columbia, SC
803.799.8079
joewray3@bellsouth.net

From: Joe Wray [mailto:joewray3@bellsouth.net]
Sent: Thursday, April 19, 2018 5:16 PM
To: 'rearmstead@columbiasc.net'; 'Brewer, David'
Cc: Doug Alexander (dalexander1@sc.rr.com); 'Jim Daniel (jdaniel@sc.rr.com)'; 'Mike Duggan (mikelduggan@bellsouth.net)'
Subject: RE: [EXTERNAL] Speed Humps/Traffic Control (Catawba St.) - Wheeler Hill

David and Ron,

There is neighbor resistance for putting a speed bump on the 1700 block of Catawba, so we would like to have the humps installed only on the 1600 block of Catawba.

To reiterate from my previous:

- If you're unable to put 2 on the 1600 block, we would prefer to have the one on the 1600 block much closer to Pickens St. The curve between the 1600 and 1700 blocks tends to slow traffic down but we'd still prefer to have 2 humps on 1600 block.
- Can you show a more definite location for speed hump sign placement?

Thanks again for your help and Dave, I wish you well in your recovery from surgery.

Joe

Joe Wray
Vice President, Wheeler Hill Neighborhood Association
324 Saint James Street
Columbia, SC
803.799.8079
joewray3@bellsouth.net

From: Joe Wray [mailto:joewray3@bellsouth.net]
Sent: Wednesday, April 18, 2018 3:53 PM
To: 'rearmstead@columbiasc.net'
Cc: Doug Alexander (dalexander1@sc.rr.com); 'Jim Daniel (jdaniel@sc.rr.com)'; 'Mike Duggan (mikelduggan@bellsouth.net)'
Subject: FW: [EXTERNAL] Speed Humps/Traffic Control (Catawba St.) - Wheeler Hill

Ron,

Please see below e-mails with David Brewer and attachment. Please let me know if you are able to move this ahead as David is out until late May, per his automated response to me.

Thanks in advance.

Joe

Joe Wray
Vice President, Wheeler Hill Neighborhood Association
324 Saint James Street
Columbia, SC
803.799.8079
joewray3@bellsouth.net

From: Joe Wray [mailto:joewray3@bellsouth.net]
Sent: Wednesday, April 18, 2018 3:23 PM
To: 'Brewer, David'
Cc: Doug Alexander (dalexander1@sc.rr.com); 'Jim Daniel (jdaniel@sc.rr.com)'; 'Mike Duggan (mikelduggan@bellsouth.net)'
Subject: RE: [EXTERNAL] Speed Humps/Traffic Control (Catawba St.) - Wheeler Hill

David,

We have reviewed the attached map detailing the speed humps and have the following questions/comments:

- Our request was for 2 speed bumps on the 1600 block of Catawba, but the map shows one on the 1600 block and one on the 1700 block. The street on the 1600 block is much wider and traffic tends to move faster there.
- If you're unable to put 2 on the 1600 block, we would prefer to have the one on the 1600 block much closer to Pickens St. The curve between the 1600 and 1700 blocks tends to slow traffic down.
- We're checking with the neighbors on the 1700 block to determine if they want one there and we expect to have their input shortly.
- Can you show a more definite location for speed hump sign placement?

The No Thru Truck signage looks to be in good locations - I assume you'll use existing sign posts, where possible.

Thanks for your continued help.

Joe

From: Brewer, David [mailto:ddbrewer@columbiasc.net]
Sent: Friday, April 6, 2018 9:15 AM
To: 'Joe Wray'
Subject: RE: [EXTERNAL] Speed Humps/Traffic Control - Wheeler Hill

Attached is a map detailing the proposed speed humps and "No Thru Trucks" signs in Wheeler Hill. If the neighborhood concurs with these locations, please advise me, and I will proceed with getting the items on the City Council agenda.

From: Joe Wray [mailto:joewray3@bellsouth.net]
Sent: Tuesday, December 12, 2017 10:28 AM
To: Brewer, David
Cc: dalexander1@sc.rr.com; Jim Daniel
Subject: [EXTERNAL] Speed Humps/Traffic Control - Wheeler Hill

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

David,

As you may recall, I talked to you several months ago about traffic control in the Wheeler Hill neighborhood. We are experiencing very high traffic volumes and high vehicle speeds, especially when trains are present on the tracks crossing Pickens and Wheat Streets, causing vehicles to use our streets to get around the train.

We would like to have several actions taken that will reduce vehicle speeds and, possibly, the volume of traffic coming through Wheeler Hill:

- Install 2 new speed humps on the 1600 block of Catawba Street, as outlined in the attached petition.
- Bring the existing 3 speed humps on St. James and Henderson Streets up to current standards and repainted, as these existing humps are too low due to repaving of the streets without adding height to the humps.
- Add No Thru Trucks signage at 5 entrances to the neighborhood: Catawba at Pickens, Rice at Pickens, Henderson at Wheat, Joshua at Wheat and Barnwell at Wheat. I had asked you about No Thru Traffic signs but you said that these couldn't legally be put up.

I'll follow up with you in the next few days to discuss these items. In the meantime, please let me know if you have questions.

Thanks for your assistance.

Joe

Joe Wray
Vice President, Wheeler Hill Neighborhood Association
324 Saint James Street
Columbia, SC
803.799.8079
joewray3@bellsouth.net

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Council is asked to approve the appointment of one (1) individual to the Central Midlands Regional Transportation Authority.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities**

ATTACHMENTS:

- **#a:** CMRTA_Memo_082018 (PDF)

We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Chanique J. Belton, City Council Office

DATE: August 2, 2018

SUBJECT: Central Midlands Regional Transit Authority Board

Purpose: The purpose of this board is to promote transportation opportunities for all citizens within the service area which shall initially consist of Richland County and limited service into Lexington County. This shall be done by providing transportation services and encouraging the cooperation and coordination of existing transportation providers. The Authority shall utilize revenues from the Authority's transportation system, government grants, contracts for services, intergovernmental agreements, franchising contracts, and any other source, and such funds as may be appropriated by the governing bodies of the Members of the Authority, in accordance with Article IV, Section 2 of the Second Amended Agreement.

Composition: This board is composed of representatives from regional municipalities with the City appointing two (2) individuals to serve a three (3) year term.

Action: Council is asked to re-appoint members.

District Representation:
District 1 – 0
District 2 – 1
District 3 – 1
District 4 – 0
Outside City Limits – 1

There are four **(4)** applications for consideration.

Karl McCollester
2900 Oceola Street
Columbia, SC 29205
District 3

Government Consultant
Self-Employed

Cheryl Myrick
910 Aiken Street
Columbia, SC 29201
District 1

Retired

Stacey McPhail
5402 Magnolia Park Circle
Columbia, SC 29206
Outside City Limits

Ronald Anderson
2907 Wheat Street
Columbia, SC 29205
District 3

System Director
Palmetto Health

VP Administration
Colliers International

City of Columbia Appointees	DATE APPOINTED	TERM STARTS	TERM ENDS
Derrick Huggins	11/01/2011	11/01/2011	11/01/2014
202 Cypress Ridge Circle	10/20/2015	11/01/2015	11/30/2016
Columbia, SC 29229	12/06/2016	12/07/2016	12/01/2019
Outside City Limits			
Ronald Anderson –TERM EXPIRED	11/01/2011	11/01/2011	11/01/2014
2907 Wheat St.	10/20/2015	11/01/2015	11/01/2017
Columbia, SC 29205			
District 3			
	02/16/2016	02/16/2016	11/30/2018
Carolyn Gleaton			
1909 St. Louis Avenue			
Columbia, SC 29204			
District 2			

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Council is asked to approve the re-appointment / appointment of two (2) individuals to the Columbia Housing Authority Board.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** CHA_Memo_072018 (PDF)

HISTORY:

07/17/18	**Columbia City Council**	**DEFERRED**

We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Chanique J. Belton, City Manager Office

DATE: July 3, 2018

SUBJECT: Columbia Housing Authority

Purpose: Responsible for the oversight of the Housing Authority and its Executive Director.

Composition: This commission is composed of seven (7) members one of which must be served by the Authority. Appointees serve a five (5) year term with eligibility for one (1) re-appointment.

Action: Council is asked to re-appoint/appoint two individuals to the Columbia Housing Authority Board.

District Representation:

District 1 – 1
District 2 – 4
District 3 – 2
District 4 – 0
Outside City Limits – 0

District Representation of Applicants:

There are six **(6)** applications for consideration.

District 1 – 0
District 2 – 4
District 3 – 2
District 4 – 0
Outside City Limits – 0

APPLICANT

Wanda Cannon
105 Rosewood Hills Drive, Apt. 106
Columbia, SC 29205
District 3

Disabled

Dr. Ceeon Smith
1600 Harden Street
Columbia, SC 29204
District 2

Chief of Staff
Benedict College

Alexzena Furgess
1905 McAlister Street
Columbia, SC 29204
District 2

Retired
Eligible for Re-Appointment

Kathleen Abraham
114 W Killian Station Court
Columbia, SC 29229
Outside City Limits

Comm. Dev. Relationship Manager
Woodforest National Bank

Bessie Watson
85 Easy Street
Columbia, SC 29205
District 3

Auditor/Investigator
SC Office of the Inspector General

Seeking Re-Appointment

Angela Watts
2501 Read Street, Apt. 11
Columbia, SC 29204
District 2

Paralegal
AgFirst Farm Credit Bank

CURRENT MEMBERS

	APPOINTED	STARTS	ENDS
Alexzena Furgess-Re-Appoint 1905 McAlister Street Columbia, SC 29204 **District 2** Retired	04/10/2012 * appointed to serve a 1-year term 03/05/2013	04/10/2012 05/01/2013	04/30/2013 04/30/2018
Bobby Gist 2526 Sheryl Lane Columbia, SC 29204 **District 2** University of South Carolina	04/10/2012*appointed for a 2-year term 11/18/2014	01/06/1994 04/21/1995 06/14/2006 06/14/2011 6/14/2014	04/10/1995 04/10/2006 06/14/2011 06/14/2014 06/14/2019
Bessie Watson- Re-Appoint 85 Easy Street Columbia, SC 29205 **District 2**	12/04/2012	11/01/2007 11/1/2012	11/01/2012 11/30/2017

	APPOINTED	STARTS	ENDS
Selena Pickens 2074 Watermark Place Columbia, SC 29210 **District 2** BB&T	04/18/2012 09/05/2017	04/01/2012 09/06/2017	04/30/2017 09/06/2022
Ernest W. Cromartie III 1413 Confederate Avenue Columbia, SC 29201 **District 1** Attorney Ernest W. Cromartie III Law Office	04/19/2016	05/01/2016	05/01/2021
Jennifer Wile Rubin 2936 Wheat Street Columbia, SC 29205 **District 3** Rogers Townsend & Thomas, PC	04/10/2012* appointed to serve a 3-year term	04/10/2012 05/01/2015	04/30/2015 04/30/2020
George Green 501 Rosewood Hill Dr. Columbia, SC 29205 **District 3** **CHA Representative**	03/01/2011 04/19/2016	03/01/2011 03/01/2016	03/01/2016 03/01/2021

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Council is asked to approve the appointment of one (1) individual to the Midlands Authority for Conventions, Sports & Tourism Board.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities**

ATTACHMENTS:

- **#a:** MACST Memo 082018 (PDF)

We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Chanique J. Belton, Office of the City Manager

DATE: August 2, 2018

SUBJECT: Midlands Authority for Conventions, Sports, and Tourism

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Purpose: The purpose of the Authority shall be to: (a) engage in all aspects and/or activities related directly or indirectly to the design, development, management, operation, or any other functions pertaining to a regional conference/convention facility located in the City of Columbia, South Carolina; (b) participate in similar activities with respect to parking and other facilities that directly or indirectly support the operation of the Center.

Composition: This board is multijurisdictional with Richland and Lexington County each appointing two (2) individuals. The City appoints five (5) members who serve a three (3) year term with one (1) re-appointment. The by-laws specify that one appointment must be from the **hospitality industry** and one must be employed in the **lodging industry.**

Request: Council is asked to appointment one (1) individual to the Midlands Authority for Conventions, Sports, and Tourism board.

Applicants

Frank Cook
301 Shallow Brook Drive
Columbia, SC 29223
Outside City Limits

Area General Manager
American Hospitality

John Hardee
296 Tombee Lane
Columbia, SC 29209
District 4

Public Affairs
Lamar Adv.

William Kramer
876 Burnside Drive
Columbia, SC 29209
District 4

Agency Sales Manager
Colonial Life

CURRENT MEMEBERS	DATE APPOINTED	START	END
John Katz 823 Albion Road Columbia, SC 29205 (913) 433-7557 President Columbia Fireflies, LLC 1640 Freed Street Columbia, SC 29201 (803) 888-3030 jkatz@columbiafireflies.com	07/18/2017	07/19/2017	08/01/2020
Sam Johnson 1155 Lady Street Columbia, SC 29201 (803) 397-5920 Law Clerk/Project Strategist 1230 Main Street Columbia, SC 29201 (803) 540-2139 spjohnson@nexsenpruet.com	07/18/2017	07/19/2017	08/01/2020
Andrew Lucas 6503 Sandale Drive Columbia, SC 29206 General Manager Inn at USC Wyndham Garden 1200 Hampton Street Columbia, SC 29201 (803) 779-7779 alucas@innatusc.com	11/01/2016	11/15/2016	12/01/2019

CURRENT MEMEBERS	DATE APPOINTED	START	END
John Hardee-TERM EXPIRED		06/2010	06/2012
Lamar Advertising	12/10/2013	06/2012	06/30/2015
1221 Atlas Road	05/05/2015	07/01/2015	06/30/2018
Columbia, SC 29209			
City of Columbia			
Janice Marshall	12/10/2013	01/01/2014	06/30/2017
101 Louthian Way	07/18/2018	07/19/2017	08/01/2020
Blythewood, SC 29016			
(803) 261-7786			

Executive Director
James Clyburn Research and
Scholarship Foundation
(803) 255-0003
clyburnfoundation@yahoo.com

Bill Ellen - CEO
1600 Lincoln Street
Columbia, SC 29201
(803) 545-3007
bellen@columbiaauthority.com

We Are Columbia

MEETING DATE: **August 14, 2018**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Council is asked to approve the appointment of one (1) individual to the Transportation Penny Advisory Committee.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities**

ATTACHMENTS:

- **#a:** TPAC Memo 082018 (PDF)

We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Chanique J. Belton, City Manager Office

DATE: August 2, 2018

SUBJECT: Transportation Penny Advisory Committee

Purpose: This committee will review, comment on, and provide recommendations on the Transportation Penny to Richland County Council. The goal is to have representation from all 3 transportation modes (Transit, Bicycle / Pedestrian / Greenways, Roadway)

Composition: This committee has three (3) appointees who serve a five (5) year term with one (1) re-appointment.

Action: Council is asked to appoint one (1) individual to TPAC.

- Current District Representation is:
  District 1 – 0
  District 2 – 0
  District 3 – 0
  District 4 – 3
  Not in City Limits – 0

Applicants

Wanda Cannon
105 Rosewood Hills Drive, Apt. 106
Columbia, SC 29205
District 3

Disabled

David Alderman
2431 Sulton Street
Columbia, SC 29201
District 1

Banker
Capital Bank

Robert Harte
418 Laurel Hill Lane
Columbia, SC 29201
District 1

Attorney
Richardson Plowden & Robinson, P.A.

John Christian Andoh
2527 Marling Drive
Columbia, SC 29204
District 3

Executive Director/CEO
Central Midland Regional Transit Authority

William Prince
144 Peach Grove Circle
Elgin, SC 29045
District 4

Self-Employed

CURRENT MEMBERS	APPOINTED	STARTS	ENDS
H. Lee Mashburn 1514 Wyndham Road Columbia, SC 29205 **District 4** President Mashburn Construction 1820 Sumter Street Columbia, SC 29201 (803) 400-1000	07/18/2017	07/19/2017	08/01/2022
Phillip Simoneaux II 1320 Whittaker Drive Columbia, SC 29206 **District 4** CPA Williamson & Associates, Inc. 500 Taylor Street, Ste. 402 Columbia, SC 29201	04/19/2016	05/01/2016	02/01/2021
Virginia Sanders -VACANT 7049 Glengarry Drive Columbia, SC 29209 **District 4** Retired	01/08/2013	02/05/2013	02/01/2018