



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, AUGUST 15, 2023

The Columbia City Council will conduct a Council Meeting on Tuesday, August 15, 2023 at 4:00 p.m. at City Hall (Council Chambers), 1737 Main Street, 3rd Floor, Columbia, SC 29201. Members of the public may view the meeting online at www.columbiasc.gov. Please contact the City Clerk's Office at (803)545-3045 or cityclerk@columbiasc.gov if you have questions regarding the meeting.

The Honorable Daniel J. Rickenmann, Mayor
The Honorable Howard E. Duvall, Jr., At-Large ■ The Honorable Edward H. McDowell, Jr., District II
The Honorable William Brennan, District III ■ The Honorable Aditi Bussells, At-Large
The Honorable Tina N. Herbert, District I ■ The Honorable Peter M. Brown, District IV

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

1. Council is asked to approve the August 1, 2023 Council Meeting Minutes.

PRESENTATIONS

2. Small Business Administration Day Proclamation – The Honorable Daniel J. Rickenmann, Mayor
3. Miss Jada Samuel Day Proclamation - The Honorable Edward H. McDowell, Jr.

CONSENT AGENDA ITEMS 4 THROUGH 16

4. Council is asked to approve a Fiscal Year 2023/2024 Professional Services Agreement for Federal Lobbying Services, as requested by the Office of Governmental Affairs. Award to CapitalEdge Strategies, LLC in an amount not to exceed \$90,000.00. This firm is located in Washington, DC.



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Funding Source: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$90,000.00.

5. Council is asked to approve a Fiscal Year 2023/2024 Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to Kyle Michel Law Firm, LLC in an amount not to exceed \$80,000.00. This firm is located in Columbia, SC.

Funding Source: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$80,000.00.

6. Council is asked to approve a Fiscal Year 2023/2024 Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to Jet Corp Consulting Group, LLC in an amount not to exceed \$72,000.00. This firm is located in Columbia, SC.

Funding Source: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$72,000.00.

7. Council is asked to approve a Fiscal Year 2023/2024 Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to Due South Advocacy in an amount not to exceed \$72,000.00. This firm is located in Columbia, SC.

Funding Source: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$72,000.00.

8. Council is asked to approve a new Professional Services Agreement for Project Management Services, as requested by the Budget, Program Management and Grants Office on August 1, 2023. Award to Advanced Automation Consulting, Inc. in an amount not to exceed \$86,000.00. The initial term is eleven months with the option to renew for one additional one-year period. This firm is located in Irmo, SC.

Funding Source: Program Management Office - Professional Services (6218950-696600). The original budget amount is \$86,000.00.



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9. Council is asked to approve the Annual Contract Renewal for Cornerstone On Demand Automated Recruiting Module, as requested by the Human Resources Department on August 2, 2023. Award to Cornerstone On Demand, Inc., in the amount of \$72,046.29. This is the third annual renewal of a three-year renewal period. This vendor is located in Santa Monica, CA.

Funding Source: Program Management Office - Cloud Based Software Solutions (6218950-632170). The original budget amount is \$72,046.29.

10. Council is asked to approve the Purchase of 2,496 Green 96 Gallon Refuse Roll Carts, as requested by the Public Works Department on July 7, 2023. Award to Toter, LLC, using the OMNIA Cooperative Contract in the amount of \$160,545.22. This vendor is located in Charlotte, NC.

Funding Source: Solid Waste Recycling - Roll Carts and Recycle Bins (1014407-627600). The original budget amount is \$160,542.22.

11. Council is asked to approve the purchase of a Kenworth T880 Hoist Truck, as requested by the Fleet Services Division for Columbia Water on July 11, 2023. Award to Carolina Environmental Systems using the Sourcewell Cooperative Contract in the amount of \$301,806.00. This vendor is located in Greenville, SC.

Funding Source: Utilities Wastewater Maintenance - Auto, Trucks, Heavy Equipment - Capital (5516205-658500). The original budget amount is \$301,806.00.

12. Council is asked to approve new Sole Source Agreements, as requested by Columbia Water. Award to the following vendors in the total amount of \$399,327.36.

Item	Vendor and Location	Description	Term	Amount
a.	IDEXX Distributors Westbrook, ME	Laboratory Supplies as needed at the Columbia Canal and Lake Murray Water Plant Labs, as requested by Columbia Water on July 24, 2023.	8/2/2023-6/30/2024	\$52,500.00
<i>Funding Source: Water Compliance – Laboratory Supplies (5516230-625000)</i>				



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b.	Jet-Vac Equipment, LLC Sumter, SC	Maintenance and Service Repairs for the Harben Unit Trucks, Rapid IBAK Camera System, and Rigid Sewer Equipment, as requested by Columbia Water on July 12, 2023.	8/2/2023-6/30/2024	\$74,918.52
<i>Funding Source: Utilities Wastewater Maintenance - Equipment Repair/Service Supply (5516205-631800)</i>				
c.	Bross Group Lakewood, CO	2023/2024 Contract Renewal for SharePoint Hosting and Maintenance Services, as requested by Columbia Water on July 26, 2023.	8/2/2023-6/30/2024	\$207,783.84
<i>Funding Source: Engineering Administration – Special Contracts (551701-638300)</i>				
d.	Bearing Distributors, Inc. Columbia, SC	Mars/1200 Combo Wastewater Drive Left Hand Orientation, as requested by Columbia Water on July 27, 2023.	8/2/2023-6/30/2024	\$64,125.00
<i>Funding Source: Utilities Metro Wastewater Plant - Machinery and Equipment-Capital (5516208-658300)</i>				

13. Council is asked to approve a new Contract to Purchase Aggregate Materials, as requested by Columbia Water on May 11, 2023. Award to Vulcan Construction Materials in the amount of \$542,125.00. This firm is located in Atlanta, GA.

Funding Source: Utilities Water Distribution & Maintenance - Paving and Asphalt Supplies (5516203–623500). The original budget amount is \$542,125.00.

14. Council is asked to approve a new Professional Services Agreement for Project SS7623; Metro Wastewater Treatment Plant Dewatering Roll-off Receiving Station Design Services, as requested by Columbia Water on June 29, 2023. Award to Black and Veatch Corporation in an amount not to exceed \$273,843.00. The term of the agreement is seventeen months with two additional one-year renewal periods. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Metro Wastewater Treatment Plant Dewatering Roll-off Rec - Capital Project Costs (5529999-SS762301-658650). The original budget amount is \$273,483.00.

This is a Mentor Protégé Program project. Black and Veatch Corporation is the mentor and will provide design, permitting, and construction phase services at 66.84% (\$183,043.00) of the total contract amount.

Chao and Associates, a Minority Business Enterprise located in Columbia, SC, is the protégé and will provide structural design surveying and geotechnical investigation services at 33.16% (\$90,800.00) of the total contract amount.



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15. Council is asked to approve a new Contract for Project SS7464; Crane Creek 02 & 04 Sanitary Sewer Evaluation Survey (SSES) Rehabilitation Project, as requested by Columbia Water on April 2, 2023. Award to North American Pipeline Management, Inc., in an amount not to exceed \$12,067,951.50, which includes contingency. This contractor is located in Greenville, SC.

Funding Source: Engineering - Water and Sewer Improvements (5529999-SS746401-658650). The original budget amount is \$13,548,653.58.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 14% CDBE goal. The CDBE percentage is currently at 7.00%. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE program. North American Pipeline Management, Inc. is the prime contractor and will provide sewer rehabilitation services at 54.66% (\$5,996,795.00) of the total contract amount.

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

LA Barrier & Son, a Minority Business Enterprise (W) and a CDBE located in Lexington, SC, will provide trucking services at 1.61% (\$176,961.00) of the total contract amount.

Curly Contracting Acquisition LLC, a Minority Business Enterprise (W) and a DBE located in Winchester, IN, will provide manhole rehabilitation at 5.39% (\$591,000.00) of the total contract amount.

BLD Services, LLC, located in Kenner, LA, will provide lateral cured in place pipe lining at 17.23% (\$1,890,300.00) of the total contract amount.

AM-Liner East, Inc., located in Berryville, VA, will provide mainline cured in place pipe lining at 21.02% (\$2,305,809.00) of the total contract amount.

Dennis Corporation, located in Columbia, SC, will provide surveying at 0.09% (\$10,000.00) of the total contract amount.

16. Ordinance No.: 2023-088 - Granting an encroachment to Capital City Financial Partners, care of Michael Norris and Josh Bradley, for the use of the right of way area of the 6200 block of Garners Ferry Road for the installation and maintenance of landscaping and irrigation adjacent to 6208 Garners Ferry Road, Richland County TMS# 16404-09-10

First reading approval was given on August 1, 2023.



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PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

17. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE - Personal Services Uses

Ordinance No.: 2023-096 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 4: Use Regulations, Sec. 17-4.2, Principal Uses, d. Personal Services Uses

Proposal: Amendment to the text of Chapter 17 of the Columbia Code of Ordinances entitled "Unified Development Ordinance of the City of Columbia, South Carolina"

Applicant: Peter Brown, City Council District IV Representative

Staff Recommendation: Approval

PC Recommendation: 7/13/23; Approval (5-0)

18. ZONING MAP AMENDMENT for 34.4 Acres S/S of I-20 at Spears Creek Church Road; TMS#28800-06-05 (portion)

Ordinance No.: 2023-094 - Amending the Official Zoning Map to modify the zoning for 34.4 Acres S/S of I-20 at Spears Creek Church Road, Richland County TMS# 28800-06-05 (portion)

Council District: 4

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

Applicant: Madison Pickrel, HVP3 Development, LLC

Staff Recommendation: Approval

PC Recommendation: 07/13/2023; Approval (5-0)



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**19. ZONING MAP AMENDMENT CONFIRMATION for 800 Dutch Square Boulevard;
TMS# 07401-07-21**

Ordinance No.: 2023-095 - Amending the Official Zoning Map to confirm the zoning for 800 Dutch Square Boulevard, Richland County TMS# 07401-07-21; annexed by Ordinance No.: 2023-050 enacted May 16, 2023

Council District: 2

Proposal: Request to confirm the zoning of Community Activity Center/Corridor (CAC). The property currently has interim zoning of Community Activity Center/Corridor (CAC).

Applicant: The Midlands Housing Alliance, Inc.

Staff Recommendation: Approval

Annexation

PC Recommendation: 04/13/2023; Approval (5-0)

First Reading: 05/02/2023; Approved

Second Reading: 05/16/2023; Approved

FLU, ZMA Confirmation

PC Recommendation: 07/13/2023; Approval (5-0)

**20. FUTURE LAND USE MAP AMENDMENT CONFIRMATION for 800 Dutch Square
Boulevard; TMS#07401-07-21**

Ordinance No.: 2023-090 - Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for 800 Dutch Square Boulevard; Richland County TMS# 07401-07-21; annexed by Ordinance No 2023-050 enacted May 16, 2023

Council District: 2

Proposal: Request confirmation of the future land use classification of Urban Core Community Activity Center (UCAC-2). The property is currently assigned an interim future land use classification of Urban Core Community Activity Center (UCAC-2).

Applicant: The Midlands Housing Alliance, Inc.

Staff Recommendation: Approval

Annexation

PC Recommendation: 04/13/2023; Approval (5-0)

First Reading: 05/02/2023; Approved

Second Reading: 05/16/2023; Approved



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FLU, ZMA Confirmation

PC Recommendation: 07/13/2023; Approval (5-0)

21. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 408 Piney Woods Road and 418 Piney Woods Road; TMS#04910-01-06

Ordinance No.: 2023-092 - Annexing 408 and 418 Piney Woods Road, Richland County TMS #04910-01-06 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign land use classification of Transportation and Utilities(TU) and assign zoning of Light Industrial District (LI). The property is currently classified as Mixed Residential (High Density) and zoned Light Industrial (M-1) by Richland County.

Staff Recommendation: Approval

PC Recommendation: 07/13/2023; Approval (5-0)

22. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 68 Riverview Court; TMS# 09106-21-13 (portion)

Ordinance No.: 2023-091 - Annexing a portion of 68 Riverview Court, Richland County TMS #09106-21-13 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign land use classification of Urban Core Residential Small lot (UCR-1) and assign zoning of Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B). The property is currently classified as Mixed Residential (High Density) and zoned Residential Multifamily High Density (RM-HD) by Richland County.

Applicant: David Charles Miller and Gwenevere Garris Miller

Staff Recommendation: Approval

PC Recommendation: 07/13/2023; Approval (5-0)



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23. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for ± 9.1 acre portion, ± 15.4 acre portion, and ± 1.0 acre portion of 300 Clemson Road; and ±3.9 acre portion of 200 Clemson Road; TMS#25700-02-03 (portion) and 25700-02-05 (portion)

Ordinance No.: 2023-089 - Annexing a 9.1 acre portion, a 15.4 acre portion and a 1 acre portion of 300 Clemson Road and a 3.9 acre portion of 200 Clemson Road, Richland County TMS #25700-02-03 (portion) and TMS #25700-02-05 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property and assign land use classifications of Community Activity Corridor (AC-2) and Neighborhood Activity Corridor (AC-1) and assignment of zoning of General Commercial District (GC). The property is currently classified as Mixed Use Corridor and zoned Rural (RU) and Residential Single Family Low Density (RS-LD) by Richland County.

Applicant: Lee Lorick Prina II, Successor Trustee

Staff Recommendation: Denial

PC Recommendation: 07/13/2023; Approval (5-0)

ORDINANCES - FIRST READING

24. Ordinance No.: 2023-098 - Granting an encroachment to Ryan Maltba for the use of the right of way area of the 1900 block of Pendleton Street for the installation and maintenance of brick pavers adjacent to 1927 Pendleton Street, Richland County TMS# 11405-14-10

EVENT RESOLUTIONS

25. Resolution No.: R-2023-049 - Authorizing consumption of beer and wine only at the ColaJazz Fest in the 1700 block of Main Street between Laurel Street and Blanding Street on Sunday, October 1, 2023 with a rain contingency date of Sunday, October 8, 2023
26. Resolution No.: 2023-058 - Authorizing consumption of beer and wine only at the Palmetto Peanut Boil Fundraiser in the 2900 block of Devine Street on Saturday, September 30, 2023 with a rain contingency date of Saturday, October 7, 2023



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27. Resolution No.: 2023-059 - Authorizing consumption of beer and wine only at Vista Lights Annual Holiday Festival on Thursday, November 16, 2023

APPOINTMENTS

28. Central Midlands Council of Governments (CMCOG)
29. Columbia Museum of Art
30. Columbia Tree and Appearance Commission
31. Commercial Revolving Loan Committee (CRLF)
32. Design Development Review Commission
33. Parks and Recreation Foundation
34. Planning Commission
35. River Alliance

OTHER MATTERS

36. Council is asked to approve the installation of One Speed Hump on Carola Avenue, as requested by the Public Works Department.

This request has been approved by the Columbia Fire Department and the Columbia Police Department.

37. Council is asked to approve the installation of 4 Way Stops at Crestwood Drive and Pickens Street and Pinewood Drive and Saluda Avenue, as requested by the Public Works Department.

This request has been approved by the Columbia Fire Department and the Columbia Police Department.

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

38. Council is asked to refer a proposed revision to the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 4, Animals, Article I, to add Sec. 4-7, Temporary Use of Livestock for Clearing Land to the Health Social and Environmental Affairs Committee, as requested by The Honorable Howard Duvall.



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39. Council is asked to refer proposed revisions to the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 4, Animals, Article III, Animal Control to the Health Social and Environmental Affairs Committee, as requested by The Honorable Aditi Bussells.
 40. Council is asked to refer consideration of naming the Earlewood Community Center after Virginia Lee Bedford, along with any exterior signage opportunities to the Administrative Policy Committee, as requested by The Honorable Tina N. Herbert.
 41. Council is asked to refer consideration of exterior signage opportunities for the Leroy Moss Multipurpose Center at Hyatt Park to the Administrative Policy Committee, as requested by The Honorable Tina N. Herbert.
 42. Council is asked to refer the review of Chapter 24, Vehicles for Hire, Article II, Taxicabs, Shuttles and Limousines, Division 3, Certificate of Public Convenience and Necessity to the Public Safety Committee, as requested by The Honorable Howard E. Duvall, Jr.

PUBLIC INPUT

EXECUTIVE SESSION

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

*Saluda River Force Main Extension Project
Congaree Levee Property*

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

Legal Department

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

Sir Brandon Legette v. Officer Sean Rollins, Columbia Police Department and the City of Columbia, South Carolina

ADJOURNMENT



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the August 1, 2023 Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** MN_08012023 (PDF)

Draft

08/11/2023



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 1, 2023

CALL TO ORDER

The Columbia City Council conducted a meeting on Tuesday, August 1, 2023 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:02 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Peter M. Brown. Also present were Mr. Jeff M. Palen, Assistant City Manager for Financial Services/Chief Financial Officer and Ms. Erika D. Moore Hammond, City Clerk. The Honorable Edward McDowell, Jr. was absent. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

The Honorable Peter M. Brown offered the invocation.

ADOPTION OF THE AGENDA

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

- Remove **Item 11** (*AIA Amendment for Project SS7568; a Construction Manager At-Risk (CMAR) Project for Saluda River Force Main Extension*) from the Consent Agenda for discussion.
- Amend **Item 23** (*Resolution No: R-2023-063 - Authorizing Notice of 2023 Election for Council members from District 2, District 3 and one at Large Seat*) to combine Ward 21 at Ward 29 and add Ward 33 - Martin Luther King Park.
- Defer **Item 24** (*Appointments to the Design Development Review Commission (DDRC)*).

PUBLIC INPUT RELATED TO MATTERS ON THE AGENDA

No one appeared at this time.



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APPROVAL OF MINUTES

1. Council is asked to approve the July 18, 2023 Work Session and Council Meeting Minutes.

Upon a motion made by Mr. Duvall and seconded by Ms. Herbert, Council voted unanimously to approve the July 18, 2023 Work Session and Council Meeting Minutes.

CONSENT AGENDA 2 THROUGH 21

Upon a single motion made by Mr. Duvall and seconded by Ms. Herbert, Council voted unanimously to approve **Consent Agenda Items 2 through 10 and 12 through 21.**

2. Council is asked to approve the Purchase of 1,586 Blue 95 Gallon Recycling Roll Carts, as requested by the Public Works Department on July 06, 2023. Award to Schaefer Systems International, using the Houston-Galveston Area Council Cooperative Contract in the amount of \$96,273.65. This vendor is located in Charlotte, NC. – *Approved*

Funding Source: Solid Waste Recycling - Rolls Carts and Recycling Bins (1014407-627600). The original budget amount is \$96,273.65.

3. Council is asked to approve a Contract for the Painting of the City of Columbia Lady and Taylor Street Parking Decks, as requested by the Support Services Division on April 28, 2023. Award to Lowery Painting, Inc. in an amount not to exceed \$171,597.00. This vendor is located in Columbia, SC. - *Approved*

Funding Source: Parking Improvement Project Control - Exterior Painting-Lady & Sumter - Capital Project Costs (5329999-PG210001-658650). The original budget amount is \$171,597.00.

4. Council is asked to approve Contract Amendment #6 for the Community Development Block Grant Disaster Recover (CDBG-DR) Housing Rehabilitation and Reconstruction Program, as requested by Community Development on July 20, 2023. Award to The St. Bernard Project, Inc. dba SBP, Inc. in the amount of \$1,568,106.63. This firm is located in New Orleans, LA. - *Approved*

Funding Source: Admin-Development - Professional Services (1011107-636600). Funding for this amendment is available from the federal CDBG-DR allocation. The original budget amount is \$6,243,070.33. The budget amount for this amendment is \$1,568,106.63. The total revised budget amount is \$7,811,176.96.



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5. Council is asked to approve Contract Amendment #5 for Program Management Services for the Community Development Block Grant Disaster Recovery Program, as requested by the Community Development Department on July 20, 2023. Award to ICF Incorporated, LLC in the amount of \$2,188,319.00 and to extend the term to December 31, 2025. This firm is located in Reston, VA. - *Approved*

Funding Source: CDBG-DR Control Account - 2015 October Flood Recovery (2639999-9107402017, 9107404017, 9107080017, 9107901017, 9107406017-638400). Funding for this amendment is available from the federal CDBG-DR allocation. The original budget amount is \$1,593,222.08. The budget amount for this amendment is \$2,188,319.00. The total revised budget amount is \$3,781,541.08.

6. Council is asked to approve a Contract to Purchase Annual Repair Materials for the Wastewater Maintenance Division, as requested by Columbia Water on July 17, 2023. Award to Core and Main LP in an amount not to exceed \$231,930.36. This vendor is located in West Columbia, SC. - *Approved*

Funding Source: Utilities Wastewater Maintenance - Pipe, Fitting, Hydrants, etc. (5516205-625700). The original budget amount is \$231,930.36.

7. Council is asked to approve a Contract to Purchase Annual Repair Materials for the Water Distribution Division, as requested by Columbia Water on July 6, 2023. Award to Core and Main, LP in an amount not to exceed \$982,003.28. This vendor is located in West Columbia, SC. - *Approved*

Funding Source: Utilities Water Distribution and Maintenance - Pipe, Fitting, Hydrant, etc. (5516203-625700). The original budget amount is \$982,003.28.

8. Council is asked to Ratify the approval of Project SS7433; Emergency Wastewater Repair Project at Summerlea Drive, as requested by Columbia Water. Award to LAD Construction, LLC in the amount of \$1,054,091.50. This contractor is located in Swansea, SC. - *Approved*

Funding Source: Water & Sewer Capital Project - Cunningham/Johnson/Cramer - Capital Project Costs (5529999-SS743301-658650). The original budget amount is \$1,054,091.50.

9. Council is asked to approve a new Contract for Project SS735002; Crane Creek Upper North Branch Gravity Sewer Capacity Improvements, as requested by Columbia Water on May 4, 2023. Award to GH Smith Construction, LLC, in an amount not to exceed \$2,917,765.13, which includes contingency. This contractor is located in Columbia, SC. - *Approved*



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Funding Source: Water and Sewer Grants - SC Department of Corrections Crane Creek Branch Extension - Capital Project Costs (5589999-DCSS735002-658650). The original budget amount is \$2,917,765.13.

GH Smith Construction, Inc. is the prime contractor and will provide sewer installation services at 61.23% (\$1,624,178.75) of the total contract amount.

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

Smoak Construction, LLC, a Minority Business Enterprise (W), located in Little Mountain, SC, will provide sewer/manhole installations at 10.00% (\$265,251.00) of the total contract amount.

DS Utilities, LLC, located in Little Mountain, SC, will provide clearing/tree removal at 2.34% (\$62,000.00) of the total contract amount.

Fortiline Waterworks, located in Columbia, SC, will provide pipe/fittings/manholes at 23.18% (\$614,784.00) of the total contract amount.

Chao & Associates, a Minority Business Enterprise, located in Columbia, SC, will provide staking and as-builts at 0.99% (\$26,300.00) of the total contract amount.

Martin Marietta, located in Columbia, SC, will provide rock at 2.26% (\$60,000.00) of the total contract amount.

10. Council is asked to approve a new Contract for Project SS743701; Miscellaneous Lift Station Improvements & Backup Power Additions, as requested by Columbia Water on March 24, 2022. Award to Shady Grove Construction, LLC in an amount not to exceed \$5,140,772.87, which includes contingency. This contractor is located in Irmo, SC. – **Approved**

Funding Source: Engineering - Water and Sewer Improvements (5529999-SS7437-01-658650). The original budget amount is \$5,140,772.87.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 23% CDBE goal. The CDBE percentage is currently at 14.35%. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE program. Shady Grove Construction, LLC is the contractor and will provide lift station improvement services at 51.93% (\$2,426,811.40) of the total contract amount.

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

Fortiline Waterworks, located in Columbia, SC, will provide pipe appurtenances at 9.53% (\$445,375.00) of the total contract amount.

Generator Power Systems, Inc., a Minority Business Enterprise and CDBE located in Irmo, SC, will provide generators at 14.35% (\$670,480.00) of the total contract amount.



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CITI, Inc., a Minority Business Enterprise (W) located in Charlotte, NC, will provide the control panel at 2.45% (\$114,718.00) of the total contract amount.

Gregory Electric Company, located in Columbia, SC, will provide electrical services at 21.74% (\$1,016,000.00) of the total contract amount.

11. Council is asked to approve AIA Amendment for Project SS7568; a Construction Manager At-Risk (CMAR) Project for Saluda River Force Main Extension, as requested by Columbia Water. Award to McClam and Associates, Inc. in an amount not to exceed \$11,741,486.01, which includes contingency. This firm is located in Little Mountain, SC.
– *Approved*

Funding Source: Water and Sewer Capital Projects, Saluda River Force Main Extension, Capital Projects Cost (5529999-SS756801-658650). The current budget amount is \$120,000.00. The budget amount of this amendment is \$11,741,486.01. The total revised amendment amount is \$11,861,486.01.

This is a Columbia Disadvantaged Enterprise (CDBE) program project with a 7% CDBE goal. The CDBE percentage is currently at 3.50%. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE program. McClam & Associates, Inc. is the prime contractor and will provide construction management services at 45.70% (\$4,878,281.03) of the total amendment amount.

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

Fortiline Waterworks, located in Columbia, SC, will provide waterworks dewatering bag hatches and plugs at 0.05% (\$4,825.60) of the total amendment amount.

Tindall Corporation, located in Spartanburg, SC, will provide precast manholes at 1.75% (\$187,168.32) of the total amendment amount.

Dunn -Right Services, located in Florence, SC, will provide manhole epoxy lining at 1.08% (\$114,848.36) of the total amendment amount.

Thomas Concrete, located in Columbia, SC, will provide flowable fill & concrete at .21% (\$22,496.70) of the total amendment amount.

Xylem, located in Summerville, SC, will provide bypass pumping services at 4.32% (\$461,132.10) of the total amendment amount.

Bradshaw Construction, located in Eldersburg, MD, will provide tunneling services at 34.11% (\$3,641,000.00) of the total amendment amount.

Thompson Pipe Group, located in Grand Prairie, TX, will provide Fiber Reinforced Plastic (FRP) Pipe at 7.71% (\$822,891.96) of the total amendment amount.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 1, 2023

Chao & Associates, Inc., a Minority Business Enterprise and CDBE located in Columbia, SC, will provide surveying at 0.12% (\$12,700.00) of the total amendment amount.

Herndon Inc., a Minority Business Enterprise (W) and DBE located in Lugoff, SC, will provide erosion control, silt fence and grassing at 0.54% (\$57,292.50) of the total amendment amount.

LA Barrier & Son, Inc. a Minority Business Enterprise (W) and CDBE located in Lexington, SC, will provide stone and hauling at 2.84% (\$303,451.62) of the total amendment amount.

Palmetto Rock Services, located in Spartanburg, SC, will provide rock blasting services at 1.57% (\$167,990.00) of the total amendment amount.

Councilor Duvall said I am interested in this particular item because it may lead to going across the Saluda River with a bridge that would be partly owned by West Columbia, but it would contain part of the sewage line. That section is a part of one of the most historic and scenic spots. Going down the river, there is a bump out in the walkway that was designed because the rapids are used for kayak training. I think we need to carefully consider the impact on future development on the river. It is replacing a 48" line where there is an existing 42" line. Will that 6" increase be enough to take care of the effluent?

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said this is a section of line that is over on the West Columbia side of the river. It doesn't deal with the river crossing. That will be a forthcoming request. The trenchless technology that is mentioned is boring under the Old Saluda Mill ruins that are adjacent to the Zoo's Botanical Garden property. We don't run into historical issues there. We have not had any sanitary sewer overflows on that section with the 42", because there is a very steep grade to the line. We believe a 48" line is more than adequate to handle what we're doing. The condition of the 42 inch line leads to us having to replace that portion. It's a deteriorated portion that we are slightly up sizing. The capacity part of this project is driven by the phase to come. We will extend the force main that's on the Columbia side of the river, extend it down towards the Zoo, and tie in the gravity section that we are asking for approval of on this evening.

Councilor Duvall asked for clarity about the area not being able to be treated unless the line is installed.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said there are capacity restrictions upstream that would create potential moratoriums if we don't address this. Three years ago, we had sanitary sewer overflows because of hydraulic backups. This project is to assist us in handling that additional capacity and not spilling that sanitary sewage into the Lower Saluda.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 1, 2023

Councilor Duvall asked that representatives from West Columbia along with Mr. Shealy share with the Council designs for any potential bridge with a sewage line.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said I am looking forward to going through some of the options that don't deter from the scenic nature but still satisfy our objective. Finding out West Columbia's plans and working collaboratively will hopefully enhance things there. That memorandum of understanding will be forthcoming for you all to consider at a later date. We'll brief you on what we hope to do.

Mayor Rickenmann said we are approving the concept of the contract. What if there are adjustments to take into account? We need to have flexibility there. Can that be negotiated with Shannon and her team?

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said this portion of the contract is standalone. The same contractor will be doing the work, but we wouldn't change any of the technical components.

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve the AIA Amendment for Project SS7568; a Construction Manager At-Risk (CMAR) Project for Saluda River Force Main Extension, as requested by Columbia Water. Award to McClam and Associates, Inc. in an amount not to exceed \$11,741,486.01, which includes contingency. This firm is located in Little Mountain, SC.

12. Council is asked to approve a new Contract for Project WM3925-01; Rosewood Area Water System Improvements Phase 1, as requested by Columbia Water on May 4, 2023. Award to LAD Construction, LLC in an amount not to exceed \$13,715,006.40, which includes contingency. This firm is located in Swansea, SC. – *Approved*

Funding Source: Engineering - Rosewood Area Water System Improvements Phase 1 (5529999-WM392501-658650). The original budget amount is \$15,779,610.00.

This is a Mentor Protégé Program project. LAD Construction, LLC is the mentor and will provide water line installation services at 56.53% (\$6,460,976.00) of the total contract amount.

JA Mabus & Associates, Inc., located in Leesville, SC, is the protégé and will provide water line installation services at 20.00% (\$2,285,834.00) of the total contract amount.

The following subcontractor/supplier will provide additional services/supplies:



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 1, 2023

Ferguson Waterworks, located in Elgin, SC, will provide water line materials at 23.47% (\$2,682,362.00) of the total contract amount.

13. Council is asked to approve Project PK005608; Finlay Park Revitalization and Construction Services, as requested by the Parks and Recreation Department on September 7, 2022. Award to Mashburn Construction Company, Inc. in an amount not to exceed \$22,450,000.00, which includes contingency. The term of the agreement is two years with two additional one year periods. This contractor is located in Columbia, SC. We also request authorization for the City Manager to execute the final contract in a form approved by the City Attorney's Office. – *Approved*

Funding Source: General Capital Projects - Finlay Park Rehabilitation - Capital Project Costs (4039999-PK005608-658650). The original budget is \$22,450,000.00.

The Office of Business Opportunities, in conjunction with the Department of Procurement and Contracts, the Parks and Recreation Department, and Mashburn Construction Corporation, Inc. will ensure every effort is made to achieve or exceed the 15% Disadvantaged Business Enterprise (DBE) and 15% Local Business Enterprise (LBE) goals as noted in the Request for Proposals.

14. Ordinance No.: 2023-078 - Granting an encroachment to Tomaka Triangle Friends, care of Wayne Scribnick and Ann Gluse, for the use of the right of way areas of the 3600 block of Tomaka Road and the 1400 block of Heatherwood Road for the installation and maintenance of landscaping and irrigation adjacent to 1401 Heatherwood Road and 3650 Tomaka Road, Richland County TMS# 13906-05-11 and 13905-01-08 - *Approved on second reading.*

First reading approval was given on July 18, 2023.

15. Ordinance No.: 2023-079 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Offenses and Miscellaneous Provisions, Article IV, Offenses against the Public Peace and Order, Section 14-105, Urban Camping and Improper Use of Public Places – *Approved on second reading.*

First reading approval was given on July 18, 2023.

16. Ordinance No.: 2023-080 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XIII, Abandoned Shopping Carts – *Approved on second reading.*

First reading approval was given on July 18, 2023.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 1, 2023**

17. Ordinance No.: 2023-086 - Granting an encroachment to Gadsden Peach, LLC, for the use of the right of way areas of the 1300 block of Gadsden Street and the 800 block of Lady Street for the installation and maintenance of landscaping and irrigation adjacent to 1310 Gadsden Street, Richland County TMS# 09013-13-12 – *Approved on second reading.*

First reading approval was given on July 18, 2023.

18. Ordinance No.: 2023-087 - Amending the Business License Ordinance of the City of Columbia to update the class schedule as required by Act 176 of 2020 (known as the South Carolina Business License Tax Standardization Act) – *Approved on second reading.*

First reading approval was given on July 18, 2023.

19. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 10.01 acres N/S Richard Street; TMS# 16313-01-07 – *Approved on second reading.*

Ordinance No.: 2023-082 - Annexing 10.01 acres N/S Richard Street, Richland County TMS #16313-01-07 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on second reading.

Council District: 3

Proposal: Request to annex the property and assign the land use classification of Transitional / Sensitive Lands (T/S) and the assignment of zoning of Planned Development District (PD), portions within Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW), for a pending annexation. The property is currently classified as Economic Development Center/Corridor and zoned RU by Richland County.

Applicant: Burnside Farm Associates, LLC

Staff Recommendation: Approval

PC Recommendation: 06/08/2023; Approval (7-0)

First reading approval was given on July 18, 2023.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 1, 2023**

20. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 6.04 acres S/S Trinity Drive and 3.68 acres S/S Trinity Drive; TMS# 16413-01 and 16413-01-02 - *Approved on second reading.*

Ordinance No.: 2023-083 - Annexing 6.04 acres S/S Trinity Drive and 3.68 acres S/S Trinity Drive, Richland County TMS #16413-01-01 and TMS #16413-01-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on second reading.

Council District: 4

Proposal: Request to annex the property and assign the land use classification of Urban Edge mixed Residential (UEMR) and the assignment of zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Neighborhood (Medium density) and zoned RU by Richland County.

Applicant: A. Forbes Patterson, Toma T. Patterson, Walker P. Ragin, Jr., Caroline Ragin Freeman, W. Motte Ragin/J. Scott Morrison, Morr Group, Inc.

Staff Recommendation: Approval

PC Recommendation: 06/08/2023; Approval (7-0)

First reading approval was given on July 18, 2023.

21. ZONING MAP AMENDMENT for 3.85 acres, S/S Trinity Drive TMS# 16413-01-03 – *Approved on second reading*

Ordinance No.: 2023-085 - Amending the Official Zoning Map to modify the zoning for 3.85 acres S/S Trinity Drive, Richland County TMS# 16413-01-03 – Approved on second reading.

Council District: 4

Proposal: Request to rezone the property from Office Institutional (O-I) to Residential Mixed District (RM-1)

Applicant: Scott Morrison, Morr Group, Inc.

Staff Recommendation: Approval

PC Recommendation: 06/08/2023; Approval (7-0)

First reading approval was given on July 18, 2023.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 1, 2023**

ORDINANCES - FIRST READING

22. Ordinance No.: 2023-088 - Granting an encroachment to Capital City Financial Partners, care of Michael Norris and Josh Bradley, for the use of the right of way area of the 6200 block of Garners Ferry Road for the installation and maintenance of landscaping and irrigation adjacent to 6208 Garners Ferry Road, Richland County TMS# 16404-09-10 - *First reading approval was given on August 1, 2023.*

Upon a motion made by Dr. Bussells and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2023-088 - Granting an encroachment to Capital City Financial Partners, care of Michael Norris and Josh Bradley, for the use of the right of way area of the 6200 block of Garners Ferry Road for the installation and maintenance of landscaping and irrigation adjacent to 6208 Garners Ferry Road, Richland County TMS# 16404-09-10.

RESOLUTIONS

23. Resolution No: R-2023-063 - Authorizing Notice of 2023 Election for Council members from District 2, District 3 and one at Large Seat – *Approved as amended.*

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No: R-2023-063 - Authorizing Notice of 2023 Election for Council members from District 2, District 3 and one at Large Seat, as amended to combine Ward 21 at Ward 29 and add Ward 33 - Martin Luther King Park.

APPOINTMENTS

24. Design Development Review Commission – *Deferred*

CITY COUNCIL REPORTS, REFERRALS AND NEW BUSINESS

Upon a motion made by Dr. Bussells and seconded by Mr. Brennan, Council voted unanimously to refer the Pet Licensing Program to the Health Social and Environmental Affairs Committee and to reconvene the Short-Term Rental Adhoc Committee prior to September for consideration of amendments to the current short-term rental regulations.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 1, 2023

PUBLIC INPUT

Mr. Regi Solis read Martin vs. City of Boise, Idaho ruling in connection with the recent legislation about urban camping in Columbia. He expressed concerns about the homeless population. He said we need to consider what people are going through. Do we have a place to put them or are we just going to put them in jail, because they have no place to go?

Mayor Rickenmann said there are many options for folks, and a lot of folks choose not to do it. A lot of them are not accepting the services that are available to them. We're trying to push forward with providing people with wraparound services and shelter. We had 24 beds open the other week that were never used. That has been a constant throughout our community. If you feel that something is unjust then we will deal with it at that time.

Mr. Thomas Mosley expressed concerns about homelessness and drunken misconduct in Columbia.

Mayor Rickenmann said we're going to build a one stop shop that has urgent care, a treatment center, cafeteria, and outdoor space. There are too many people walking around, not getting healthcare and the clinical help they need. Our plan is to build something so we can take care of those who are unsheltered.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Herbert, Council voted unanimously to enter into Executive Session at 4:31 p.m. for the discussion of **Items 25** through **27**.

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

Abigail Hartberger v. City

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

Per- and Polyfluoroalkyl Substances (PFAS)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 1, 2023**

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

Lobbyists

ADJOURNMENT

The meeting was adjourned at 4:55 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Small Business Administration Day Proclamation – The Honorable Daniel J. Rickenmann, Mayor

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** SBA Proclamation (PDF)



City of Columbia

A Proclamation

WHEREAS, On this day, seventy years ago, President Dwight D. Eisenhower signed into law an act of Congress establishing the Small Business Administration with the purpose of promoting and supporting the growth and success of small businesses across the United States of America. Since its founding, the SBA has stood as a pillar of support for America's entrepreneurs, fostering the growth and vitality of small businesses, the backbone of our economy. Today, we recognize the SBA's invaluable contributions and dedication to empowering entrepreneurs, fostering economic opportunity and innovation, and building a vibrant, inclusive and resilient economy for all Americans.

WHEREAS, Over the past seven decades, the SBA has implemented groundbreaking programs and innovative lending initiatives that have helped entrepreneurs transform the economic landscape of our nation. By recognizing these achievements, we honor the SBA's commitment to fostering economic opportunity and supporting the indomitable spirit of our small business owners.

WHEREAS, America is a nation of progress, and small businesses are vital to spurring the competition and the innovations that drive our economy and our country forward. Good ideas are everywhere, but opportunities are not. The SBA plays a vital role in fostering entrepreneurship, ensuring capital access, assisting with contracts and providing counseling services to small businesses and entrepreneurs so they have the opportunity to turn good ideas into great businesses.

WHEREAS, The SBA has been instrumental in providing unparalleled access to capital for entrepreneurs who faced obstacles in securing traditional financing. Through the SBA's loan guarantee programs, small businesses have thrived, creating millions of jobs, economic growth, and the realization of countless American Dreams. With its firm commitment to promoting diversity and equity, the SBA launched the 8(a) Business Development Program, which provides support, mentorship and access to government contracts for socially and economically disadvantaged small business owners. This program opened the doors of opportunity for minority-owned businesses, thus creating a more inclusive and just economic landscape.

WHEREAS, Recognizing the extraordinary contributions that American women make to our economy, the SBA established the Office of Women's Business Ownership, empowering women entrepreneurs and women-owned small businesses to thrive. With specialized resources, counseling and access to federal contracting opportunities, the SBA continues to promote gender equity in business ownership and has helped women shatter glass ceilings and build strong, successful businesses that propel us toward great economic prosperity.

WHEREAS, In times of crisis, the SBA plays a crucial role in disaster recovery, providing low-interest disaster loans to businesses and homeowners impacted by natural disasters. Economic Injury Disaster Loans offer a lifeline to devastated communities and accelerate the rebuilding process — revitalizing local economies — and help businesses foster resilience in the face of adversity.

WHEREAS, During the unprecedented challenges brought forth by the COVID-19 pandemic, the SBA played a pivotal role in keeping our economy afloat with its administration of critical relief programs. The Paycheck Protection Program, COVID Economic Injury Disaster Loan program, and the Restaurant Revitalization Fund and the Shuttered Venue Operators Grant helped small businesses keep the lights on, safeguarded millions of jobs, preserved livelihoods and ensured the survival of American enterprise as we faced one of the greatest global challenges of the past century.

NOW, THEREFORE, I, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim that this city honors and recognizes July 30, 2023, as a day to celebrate the 70th anniversary of the U.S. Small Business Administration. I call upon the people of the City of Columbia to acknowledge the SBA for its seven decades of service, guidance and support to small businesses across our great nation.

Daniel J. Rickenmann
Mayor

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

William Brennan
District III, Council Member

Tina N. Herbert
District I, Council Member

Edward H. McDowell, Jr.
District II, Council Member

Aditi Bussells
At-Large, Council Member

Peter Brown
District IV, Council Member



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Miss Jada Samuel Day Proclamation - The Honorable Edward H. McDowell, Jr.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Miss South Carolina 2023, Jada Samuel



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Governmental Affairs / Special Projects

FROM: Whanna Bouknight, Administrator

SUBJECT: Council is asked to approve a Fiscal Year 2023/2024 Professional Services Agreement for Federal Lobbying Services, as requested by the Office of Governmental Affairs. Award to CapitalEdge Strategies, LLC in an amount not to exceed \$90,000.00. This firm is located in Washington, DC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$90,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Connecting Our Community

ATTACHMENTS:

- **#a:** APPROVED CapitalEdge Strategies Contract 2023 (PDF)

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

THIS AGREEMENT entered this 1st day of July 2023 between The City of Columbia (hereinafter called the "City") and CapitalEdge Strategies, LLC (hereinafter called the "Professional").

WITNESSETH:

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: \$90,000.00; Payable in monthly installments of \$7,500.00 thru June 30, 2024.
- C. Final payment will be made as follows: The last payment will be made during the month of June 2024 representing services for that month.
- D. Periodic payments and the final payment shall be made as prescribed in Appendix A.

4. FINDINGS CONFIDENTIAL

All 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 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 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 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 ensure 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.

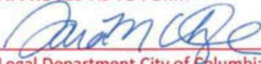
17. PERSONNEL

All 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.

APPROVED AS TO FORM


Legal Department City of Columbia, SC

08/10/2023

WITNESSES AS TO CITY:

CITY OF COLUMBIA

By: _____

Teresa Wilson

Its: City Manager

WITNESSES AS TO PROFESSIONAL:

CAPITALEdge STRATEGIES, LLC

By: _____

Ralph Garboushian

Its: Managing Member

Federal ID NO.: 27-0248027

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, 2023 to June 30, 2024 as outlined below and will be compensated according to the payment schedule below. Total compensation will not exceed \$90,000.00 for 12 months.

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 \$90,000.00 for twelve months payable in advance in equal monthly installments of \$7,500.00 commencing July 1, 2023, or upon City Council approval of this contract, whichever is later.



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Governmental Affairs / Special Projects

FROM: Whanna Bouknight, Administrator

SUBJECT: Council is asked to approve a Fiscal Year 2023/2024 Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to Kyle Michel Law Firm, LLC in an amount not to exceed \$80,000.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$80,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Connecting Our Community, Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** APPROVED Kyle Michel Contract 2023 (PDF)

STATE OF SOUTH CAROLINA

)

CONTRACT FOR PROFESSIONAL SERVICES

COUNTY OF RICHLAND

)

THIS AGREEMENT is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia (hereinafter called the "City") and Kyle Michel Law Firm, LLC (hereinafter called the "Contractor"), to provide the services herein described.

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.

WHEREFORE, THE City and the Contractor have entered into this Agreement as of the date of the last signature below.

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: _____

TITLE: _____

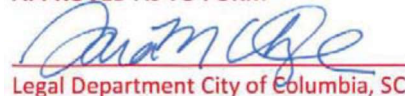
WITNESSES AS TO CONTRACTOR:

CONTRACTOR

BY: _____

TITLE: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

08/10/2023

**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, as requested by the City Manager. 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 post-session report to City Council that shows accomplishments during session and final disposition of priority City issues;
10. Arranging, and participating in, meetings with City officials and legislators and/or executive branch officials to discuss City issues, as requested;
11. Working with the City Manager and staff to communicate City positions on state issues to other regional governments, as appropriate;
12. Advising the City Manager and staff on media and public relations issues related to state government matters, as requested;
13. 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;

14. 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. Contractor will coordinate legislative advocacy and other efforts with other City lobbyists. 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 its lobbyist registration and reporting for itself. Contractor will coordinate with the City on lobbyist registration and reporting, however, the City will manage its own lobbyist registration and reporting.

Time of Performance

This Agreement covers work performed by Contractor for the City between July 1, 2023 and June 30, 2024.

**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 eighty thousand dollars (\$80,000), payable in monthly increments of six thousand six hundred sixty-seven dollars (\$6,667).

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

Contractor's Current Clients

The following is a list of Contractor's current clients.

1. Pearson Education
2. James Island Public Service District
3. Delaware North, Inc
4. Humanities Foundation
5. Root & Rebound
6. MetroConnects
7. Conservation Voters of South Carolina
8. Pickens Regional Joint Water System
9. United Way of the Midlands



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Governmental Affairs / Special Projects

FROM: Whanna Bouknight, Administrator

SUBJECT: Council is asked to approve a Fiscal Year 2023/2024 Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to Jet Corp Consulting Group, LLC in an amount not to exceed \$72,000.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$72,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Connecting Our Community, Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** Jet Corp Consulting Group Contract for 2023-24 (PDF)

CONTRACT FOR PROFESSIONAL SERVICES

WITNESSETH:

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

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

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.

____ 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.

4. FINDINGS CONFIDENTIAL

Page 1 of 8

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.

WHEREFORE, THE City and the Contractor have entered into this Agreement as of the date of the last signature below.

WITNESSES AS TO CITY: CITY OF COLUMBIA

BY: _____

TITLE: _____

WITNESSES AS TO CONTRACTOR: CONTRACTOR

BY: _____

TITLE: _____

**Contract for Professional Services
City of Columbia – Jet Corp Consulting Group, LLC
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, as requested by the City Manager. 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 post-session report to City Council that shows accomplishments during session and final disposition of priority City issues;
10. Arranging, and participating in, meetings with City officials and legislators and/or executive branch officials to discuss City issues, as requested;
11. Working with the City Manager and staff to communicate City positions on state issues to other regional governments, as appropriate;
12. Advising the City Manager and staff on media and public relations issues related to state government matters, as requested;
13. 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;

14. 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. Contractor will coordinate legislative advocacy and other efforts with other City lobbyists. 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 its lobbyist registration and reporting for itself. Contractor will coordinate with the City on lobbyist registration and reporting, however, the City will manage its own lobbyist registration and reporting.

Time of Performance

This Agreement covers work performed by Contractor for the City between September 1, 2023 and June 30, 2024.

**Contract for Professional Services
City of Columbia – Jet Corp Consulting Group, LLC
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 eight 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.

Contractor's Current Clients

The following is a list of Contractor's current clients.

1. American Congress of Obstetricians & Gynecology
2. Behavioral Health Services
3. Community Choice Financial Inc.
4. Pharmaceutical Research & Manufacturers of America (PhRMA)
5. Diageo
6. Dominion Energy
7. Green Energy Solutions Biofuel LLC.
8. Midlands Technical College IM Family Enterprise
9. Prisma Health Hospital System
10. Red Bull North American
11. SC Association of School Administrators
12. SC Society of Anesthesiologists
13. SC Mortician's Association
14. SC Society of Ophthalmology



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Governmental Affairs / Special Projects

FROM: Whanna Bouknight, Administrator

SUBJECT: Council is asked to approve a Fiscal Year 2023/2024 Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to Due South Advocacy in an amount not to exceed \$72,000.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$72,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Connecting Our Community, Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** Due South Advocacy - Lobbying Contract 23-24 (PDF)

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

THIS AGREEMENT is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia (hereinafter called the “City”) and Due South Advocacy (hereinafter called the “Contractor”), to provide the services herein described.

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.

WHEREFORE, THE City and the Contractor have entered into this Agreement as of the date of the last signature below.

WITNESSES AS TO CITY: CITY OF COLUMBIA

BY: _____

TITLE: _____

WITNESSES AS TO CONTRACTOR: CONTRACTOR

BY: _____

TITLE: _____

**Contract for Professional Services
City of Columbia – Due South Advocacy
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, as requested by the City Manager. 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 post-session report to City Council that shows accomplishments during session and final disposition of priority City issues;
10. Arranging, and participating in, meetings with City officials and legislators and/or executive branch officials to discuss City issues, as requested;
11. Working with the City Manager and staff to communicate City positions on state issues to other regional governments, as appropriate;
12. Advising the City Manager and staff on media and public relations issues related to state government matters, as requested;
13. 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;

14. 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. Contractor will coordinate legislative advocacy and other efforts with other City lobbyists. 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 its lobbyist registration and reporting for itself. Contractor will coordinate with the City on lobbyist registration and reporting, however, the City will manage its own lobbyist registration and reporting.

Time of Performance

This Agreement covers work performed by Contractor for the City between September 1, 2023 and June 30, 2024.

**Contract for Professional Services
City of Columbia – Due South Advocacy
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.

Contractor's Current Clients

The following is a list of Contractor's current clients.

1. Tesla
2. South Carolina Alliance of Health Plans
3. Vision to Learn



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve a new Professional Services Agreement for Project Management Services, as requested by the Budget, Program Management and Grants Office on August 1, 2023. Award to Advanced Automation Consulting, Inc. in an amount not to exceed \$86,000.00. The initial term is eleven months with the option to renew for one additional one-year period. This firm is located in Irmo, SC.

REQUISITION NO.: R223849

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Program Management Office - Professional Services (6218950-696600). The original budget amount is \$86,000.00.

CLEAN WATER 2020?: No

Advanced Automation Consulting, Inc. will provide project management services; business process management development related to the Program Management Office; assisting with project closeout, facilitation of process mapping and documentation for various city departments and other projects as assigned by the City as per scope of services. The primary project assigned to the assigned project manager is the second phase portion of the upgrade of the Integrated Financial Accounting System (IFAS) to Finance Enterprise (FE), the City's core financial, procurement, human resources and budgeting enterprise-wide solution, assist with project management of a new business license system and other projects are assigned as needed.

ATTACHMENTS:

- **#a:** Memo - AAC PM agreement 8-1-2023 (PDF)
- **#b:** APPROVED AAC Professional Services Agreement (PDF)

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

THIS AGREEMENT entered into this _____ day of __, 2023 between The City of Columbia (hereinafter called the “City”), its successors and assigns, and Advanced Automation Consulting, Inc. (hereinafter called AAC).

W I T N E S S E T H:

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

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

1. EMPLOYMENT OF PROFESSIONAL

The City hereby engages the professional services of Professional and Professional hereby agrees to perform the services hereafter set forth.

2. SCOPE OF SERVICES –EXHIBIT A

Upon written notification by the City to proceed, AAC shall provide the scope of services of work more fully described in Exhibit A, attached hereto. AAC 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.

3. SUPPLEMENTAL OR ADDITIONAL SERVICES

The City may require supplemental or additional services of AAC or recommended by AAC and approved by the City in writing.

AAC must obtain written approval from the City for any supplemental or additional services prior to the work being performed. If AAC fails to obtain prior written approval to perform the work, the City is under no obligation to compensate AAC for services performed.

4. TERM OF AGREEMENT

The term of the Agreement is the date of the execution of this Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia for an initial term of eleven (11) 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 renew 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 a renewal of the initial term or any additional term. The determination to renew the initial term and any subsequent extension periods may be made no later than 90 days prior to the end date of each period.

5. COMPENSATION – EXHIBIT B

A. The total compensation to be paid by the City to AAC under this Agreement shall not exceed Eighty-Six Thousand Dollars and No/100 (\$86,000).

B. Professional will submit invoices every two weeks for actual hours worked during the period.

C. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Sub-consultants shown on Exhibit B hereto. Each invoice or timesheet shall bear the signature of AAC, 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.

The above prices do not include non-commuting travel, travel related, and extraordinary expenses that are incurred and approved in relation to these services. Any such expenses will be billed to the City on a monthly basis.

6. FINDINGS CONFIDENTIAL

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

7. ACCESS TO RECORDS

AAC 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.

8. 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 AAC.

9. OWNERSHIP OF PROJECT

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

10. OWNERSHIP OF PROJECT DOCUMENTS

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

11. 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.

12. ASSIGNABILITY/SUBCONTRACTING

AAC 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. AAC 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.

AAC shall furnish and cause each of its Sub-Professionals to furnish all information and reports required hereunder.

13. INDEMNIFICATION & INSURANCE

A. AAC shall procure and shall maintain during the life of this Agreement, whether such operation be by itself or by a Sub-consultant 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: AAC 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, AAC shall require the Sub-consultant 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 AAC Worker Compensation Insurance. AAC 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: AAC 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 claim, 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.

14. 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. AAC 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.

15. 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 thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 8 above shall, at the option of the City, become its property.

16. DUTIES UPON TERMINATION

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

17. INTEREST OF PROFESSIONAL

AAC 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. AAC further covenants that in the performance of this Contract no person having such interest shall be employed.

AAC 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. AAC 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.

18. 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.

19. 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.

20. COMPLIANCE WITH LOCAL LAWS

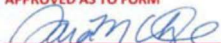
AAC shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

21. PERSONNEL

All of the services required hereunder shall be performed by AAC 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.

AAC 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.

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 08/02/2023

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: _____

Teresa Wilson

ITS: City Manager

WITNESSES AS TO PROFESSIONAL:

Advanced Automation Consulting
 (Type or Print Name of Professional)

 _____

BY:  _____

operations coordinator

ITS: VP of Operations _____

Federal ID NO.: _____

EXHIBIT A – SCOPE OF SERVICES

AAC shall in a satisfactory, timely and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in this contract.

The service of AAC is to commence as follows:

Task 1: Program/Project Management

- a) At the Direction of the Budget, Program Management and Grants Director work as project manager on assigned projects in a professional, responsible manner which consists of project instructions, work planning, scheduling, task checklists, team meetings, client workshops, status reports, and an internal management information system, promotes efficient, cost-effective project execution and communication.
- b) Provide status reports to include: Task Status; Cost, Resource and Schedule Management; and Risk and Issue Management.

Task 2: Business Process Management

- a) Work with Program Management personnel to establish a common project definition document for the City.
- b) Work with Program Management personnel to further develop program management processes and templates.

Task 3: As Needed Services

The City will have the flexibility to request additional support from Professional through authorizations under this task. Professional will proceed with work under this task when directed to proceed by the City. Professional and the City will agree on level of effort and schedule prior to beginning each activity. Activities are expected to include:

- a) Post go-live support and documentation, as needed
- b) Program Management overview and advocacy to develop awareness and understanding of project management and portfolio management, as well as clarify the process to request/initiate projects and the role and responsibilities of project team members.

EXHIBIT B COMPENSATION

Assigned Professional Robin Scherer
 Contract Amendment through June 30, 2024

Task	Estimated Hours	Rate	Task Total
Project Management	736	\$105	\$77,280
Business Process Review / Improvement	32	\$105	\$3,360
As Needed	32	\$105	\$3,360
Total Proposed Hours	800		\$ 84,000
Miscellaneous Expenses			\$2,000
Total			<u><u>\$ 86,000</u></u>



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve the Annual Contract Renewal for Cornerstone On Demand Automated Recruiting Module, as requested by the Human Resources Department on August 2, 2023. Award to Cornerstone On Demand, Inc., in the amount of \$72,046.29. This is the third annual renewal of a three-year renewal period. This vendor is located in Santa Monica, CA.

REQUISITION NO.: TBD

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Program Management Office - Cloud Based Software Solutions (6218950-632170). The original budget amount is \$72,046.29.

CLEAN WATER 2020?: No

Sec. 2-204.-Item (7) - 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: Procurement of information technology.

The services were originally procured via Sole Source on 9/1/2015.

ATTACHMENTS:

- **#a:** Cornerstone agreement memo (PDF)
- **#b:** Cornerstone Invoice FY21-22 Year 1 of 3 (PDF)
- **#c:** Cornerstone Invoice FY 22-23 Year 2 of 3 (PDF)
- **#d:** Cornerstone Response to Renewal Invoice (PDF)



We Are Columbia

1401 Main Street, Columbia, SC 29201 • Phone: 803-545-3008

TO: Shannon Lizewski, Procurement & Contracts Director

FROM: Tiniece Jarvis, Human Resources Director

CC: Jeff Palen, Assistant City Manager/Chief Financial Officer

DATE: August 11, 2023

RE: Request for Approval of Agreement for Automated Recruiting Software Solution

We are requesting to continue our engagement with Cornerstone OnDemand, Inc. (CSOD) automated recruiting software solutions provides unique and enhanced functional and operational capabilities to assist us as we strive to further improve and streamline our hiring and recruiting processes.

CSOD recruiting software allows current and potential employees to search for open positions and apply online. Once an application has been submitted, the software manages the flow of information and approvals throughout the interview and selection process. CSOD's Performance Management solution will enable the City to standardize and enhance the City's employee development and performance review processes, including improved efficiencies in monitoring review timeliness. Skills tracking and goal-setting components will assist employees in identifying steps needed to achieve their career aspirations.

Approval is requested for an amount not to exceed \$72,046.29. The funding source is as follows: 6218950-632170 Integrated Systems FY 23/24 Budget.

Should you have any questions, please let me know.



Quote Number: Q-00119870

Order Effective Date: (Date of Last Signature Below)

Cornerstone OnDemand – ORDER			
Client Name ("Client")	City of Columbia, SC		
Order Start Date	9/14/2021		
Order End Date	9/13/2024		
Is a new purchase order required for this purchase?*	("No," unless box is checked) [] Yes: PO#		
Primary Client Contact	Pam Benjamin	prbenjamin@columbiasc.net	+1 931 380 2730
Client Address (Ship To)	City of Columbia, SC 1737 Main St, Columbia, SC, 29201, United States		
Primary Billing (Invoice) Contact	Pam Benjamin	prbenjamin@columbiasc.net	+1 931 380 2730
Client Billing (Invoice) Address	City of Columbia, SC 1737 Main St, Columbia, SC, 29201, United States		

*Note: Please send purchase order number to DLCollections@csod.com within three (3) business days of order signing.

Product(s)

Product	Period	
	9/14/2021 - 9/13/2024	
Product	Qty	Annual Fee
Choice Customer Success Package	1	\$5,741.34
Recruiting	2,400	\$30,811.49
Encryption of Data at Rest Connector	1	\$2,282.33
Performance	2,400	\$22,252.75
Annual Subtotal		USD 61,087.91
First Year Grand Total		USD 61,087.91

Special Terms

Client agrees to an annual 4.50% fee increase for the Annual Fees in this Order, beginning on the first anniversary thereof. In exchange, except for Content purchases, Cornerstone agrees never to increase such prices beyond this rate during the Order Term and/or any renewal thereof for the same contract length, products and quantities.

Invoicing Schedule

Payment terms for this Order shall be Due Upon Receipt

Annual Fees are invoiced annually, beginning on the Order Start Date(s), through the Order End Date(s). If applicable, the final invoice for annual fees will be prorated. One-time fees are invoiced on the Order Start Date(s).

Product Details





For the Recruiting module, the "maximum quantity" refers to the total number of employees in the organization (including its Affiliates if applicable) – not Active Users.

Choice Package:

New Functionality Readiness and Adoption – *adopt and drive usage of new features*
 Optimization and Curation – *keep your system relevant and easy to use, increase adoption and build competencies*
 S.O.S. (Sustain Our System) – *get help with tasks and on-boarding new admins, and tune up your reports*
 Education – *an efficient way to learn Cornerstone products, features and functions*
 Customer Success – *proactive, strategic guidance and support to make the most of your investment*
 Technical Support – *enhanced support and issue resolution*
 Customer Community – *access self-help tools, connect with peers and stay up to speed on what's new*
 Product Collaboration and Engagement – *have a voice in the future of Cornerstone*

See <https://www.cornerstoneondemand.com/support/choice> for detailed support descriptions.

Terms and Conditions

This Order is hereby incorporated into and made part of the parties' master agreement (the "Agreement"). If the term of the Agreement is set to expire prior to the end of the Order Term, the term of the Agreement is hereby extended through the end of the Order Term for the purposes of this Order.

Agreed and accepted:

Client	Cornerstone OnDemand, Inc.
Signature:	<i>Murika Matz</i>
Name:	Murika Matz
Title:	GVP Account Management
Date:	September 17, 2021
Signature:	<i>Teresa B. Wilson</i>
Name:	Teresa B. Wilson
Title:	City Manager
Date:	9/22/2021

APPROVED AS TO FORM

[Signature]
 Legal Department City of Columbia, SC
 9/18/2021

Order Validation
 DV

DS
[Signature]



Invoice

Cornerstone OnDemand, Inc.
1601 Cloverfield Blvd,
Suite 620 South
Santa Monica, CA 90404

#134913

September 14, 2022

Bill To

City of Columbia, SC
1737 Main St
Columbia SC 29201

Ship To

City of Columbia, SC
1737 Main St
Columbia SC 29201

Amount Due
US Dollar

\$68,943.82

Due Date: September 14, 2022

Terms

Due on receipt

Due Date

September 14, 2022

PO #
Account Manager

Tracy Glover

Tax ID
Quantity
Item
Rate
Amount

1	Encryption of Data at Rest Connector Contracted Users / Licenses: 1 Unit of Measure: Subscriptions Start Date: 9/14/2022 End Date: 9/13/2023		\$2,385.04
1	Recruiting Contracted Users / Licenses: 2400 Unit of Measure: Subscriptions Start Date: 9/14/2022 End Date: 9/13/2023		\$32,198.00
1	Performance Contracted Users / Licenses: 2400 Unit of Measure: Subscriptions Start Date: 9/14/2022 End Date: 9/13/2023		\$23,254.13
1	Choice Customer Success Package Contracted Users / Licenses: 1 Unit of Measure: Each Start Date: 9/14/2022 End Date: 9/13/2023		\$5,999.70

CONFIDENTIAL

1 of 2



Invoice

Cornerstone OnDemand, Inc.
1601 Cloverfield Blvd,
Suite 620 South
Santa Monica, CA 90404

#134913

September 14, 2022

If you have any questions, please contact Tammy DuMond at or tdumond@csod.com.
Thanks!

Subtotal	\$63,836.87
Tax Total() (	\$5,106.95
Total	\$68,943.82
Amount Paid	\$0.00

Wire/ACH Transfer Instructions Below:**Silicon Valley Bank**

3003 Tasman Drive
Santa Clara, CA 95054-9815

FBO: Cornerstone OnDemand, Inc**Swift Code:** SVBKUS6S**Account:** 3300164972**Routing:** 121140399**Bank Contact:** Ai Van Quach (949) 754-0835Please email all remittance advice to: **DLCollections@csod.com****Please mail all physical check payments to the following address::**

Cornerstone OnDemand
Dept CH19590
Palatine, IL 60055-9590

We recommend our customers validate any request to change bank information by calling us on a previously verified phone number.

APPROVED AS TO FORM


Legal Department City of Columbia, SC
8.24.2022

CONFIDENTIAL



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve the Purchase of 2,496 Green 96 Gallon Refuse Roll Carts, as requested by the Public Works Department on July 7, 2023. Award to Toter, LLC, using the OMNIA Cooperative Contract in the amount of \$160,545.22. This vendor is located in Charlotte, NC.

REQUISITION NO.: R222809

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Solid Waste Recycling - Roll Carts and Recycle Bins (1014407-627600). The original budget amount is \$160,542.22.

CLEAN WATER 2020?: No

We respectfully request Council's approval for this purchase using the OMNIA Partners Contract #171717 Vendor, Toter, LLC, at the following cost:

Qty	Description	Unit Price	Extended Amount	Request Total
2,496	Model 79296 Toter 96 Gallon Cart	\$57.825	\$ 144,318.72	
1	Shipping and Handling		\$ 4,678.00	
1	Sales Tax		\$ 11,545.50	
				\$ 160,542.22

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

ATTACHMENTS:

- **#a:** Toter Quote (PDF)

Sell To:

Contact Name	Samantha Yager	Ship To Name	City of Columbia SC
Bill To Name	City of Columbia SC	Ship To	2910 Colonial Dr
Bill To	2910 Colonial Dr		Columbia, SC 29203-6812
	Columbia, SC 29203-6812		USA
	USA		
Email	samantha.yager@columbiasc.gov		
Phone	(803) 545-3803		

Quote Information

Salesperson	Gary Blevins	Created Date	7/6/2023
Salesperson Email	gblevins@wastequip.com	Expiration Date	7/21/2023
Salesperson Phone	(256) 717-9041	Quote Number	WQ-10279648
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	No body stamp Custom lid insert B0021 Property of City of Columbia SC	---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	2,496.00	\$57.82	\$144,318.72

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$144,318.72
Shipping Terms	FOB Origin	Shipping	\$4,678.00
		Tax	\$11,545.50
		Grand Total	\$160,542.22

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, 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

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**

Please Note: Pricing and Product offerings is based on the OMNIA Partners, Public Sector (subsidiaries National IPA and U.S. Communities) agreement through Toter's Contract No. 171717 as awarded by the City of Tucson on 02-01-2018. Per the terms of this contract, pricing and products are evaluated every three (3) months for price adjustments based on current market conditions, at any time without prior notice, and after City of Tucson approval. The current pricing is effective 2-1-2023 through 7-31-2023. Toter, LLC Product Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the purchase of a Kenworth T880 Hoist Truck, as requested by the Fleet Services Division for Columbia Water on July 11, 2023. Award to Carolina Environmental Systems using the Sourcewell Cooperative Contract in the amount of \$301,806.00. This vendor is located in Greenville, SC.

REQUISITION NO.: R223195

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Wastewater Maintenance - Auto, Trucks, Heavy Equipment - Capital (5516205-658500). The original budget amount is \$301,806.00.

CLEAN WATER 2020?: No

We respectfully request Council's approval for this purchase using the Sourcewell Contract #040621-WQI, Carolina Environmental Systems Inc.

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

ATTACHMENTS:

- **#a:** Sourcewell (PDF)
- **#b:** Kenworth Quote (PDF)



Wastequip

Waste & Recycling Equipment & Containers

#040621-WQI

Maturity Date: 6/2/2025

Website: wastequip.com/sourcewell

Products & Services

Products & Services

Sourcewell contract 040621-WQI gives access to the following types of goods and services:

- Wastequip® containers, dumpsters, & roll-offs
- Wastequip® compactors & balers
- Confab® containers, dumpsters, & roll-offs
- Galbreath® cable & hook hoists
- Galbreath® trailers & container handlers
- Amrep® cable & hook hoists
- Amrep® pull & pup trailers

Additional information can be found on the vendor-provided, nongovernment website at:

wastequip.com/sourcewell

Buy Sourcewell

Register for an account

Simply complete the [online application](#) or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)

[ezIQC Contracts](#)

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.



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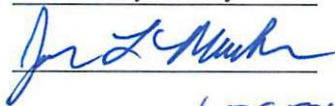
Department of Utilities & Engineering
Wastewater Division (UEWW)

Date: July 14, 2023

Priority: _____

Requestor: Jerry Lindsay

Requisition # _____

Approval: 

P.O. # _____

Cost Account Number: 658500**Type of Request***click all that apply*

Normal

Qty	Unit	Price	Totals	Complete Description
1	Each	\$279,450.00	\$ 279,450.00	Galbreath U6-DPHK-200 Hoist/ 2024 Kenworth T 880

Vendor: Carolina Environmental Systems, Inc**Contact:** Chip Taylor**Phone:** 803-238-3590**Fax:** _____**End User:** Wastewater Maintenance

Subtotal: \$279,450.00

Sales Tax: \$500.00

Shipping & Handling:

Total Cost: \$279,995.00**Justification:**

Replacement due to wear and tear over the year. The replacement number is #22314.

Carolina Environmental Systems, Inc.
306 Pineview Drive Kernersville, NC 27284
2701 White Horse Road Greenville, SC 29611
500 Lee Industrial Blvd Austell, GA 30168
800-239-7796 – Toll Free

July 11 , 2023

Mr. Jerry Lindsay
Supervisor
Waste Water Management
 PO Box 147
 Columbia , South Carolina 29217

Reference : Galbreath Hoist / 2024 Kenworth T880
Hoist per Sourcewell / Waste Quip contract # 040621-WQI
City of Columbia , SC Sourcewell member # 84853

Dear Mr. Lindsay :

We are pleased to quote to the City of Columbia the **Galbreath Hook Lift Hoist , Model U6-DPHK -200** Per the standard factory specifications and enclosed brochure. The hoist will include the following options :

- Mounting @ CES
- Pioneer Tarper , Model 4500 SARG
- Tarper Mounting Platform
- Hot Shift PTO
- Direct Mount Pump
- Handles containers 18'-22' Ft.
- 60,000 Lb. Rated Double Pivot Hook Hoist
- Rear Ground Stabilizer
- Hook Height set @ 61 ¾"
- 48" Steel Tool Box
- Steel Fenders
- Black Paint
- Nuto 46 Hydraulic Oil
- Worklights @ Bumper (4)
- Transmission Programming
- Hoist Up Alarm w/ Signal Light
- Hoist Maintenance Props

- Inside Air Controls
- Bumper w/ recessed LED Lighting
- Operation / Service / Parts Manuals
- Steel Oil Reservoir
- Mid Body LED Lights
- HD Rear Hinge
- Back-Up Alarm
- Two Year Hydraulic Warranty
- Stationary Rear Hold Down
- Huck Bolts for Hoist installation
- Steel Sur-charges
- Freight to Columbia

Galbreath U6-DPHK-200 Hoist / 2024 Kenworth T 880... \$ 279,450.00

South Carolina state sales tax is not included and will be paid by the City of Columbia direct to the SC / DMV when licensing the vehicle.

Delivery : The Kenworth truck is expected to arrive @ CES-Greenville this November -December. The Galbreath hoist will take approximately 16 weeks to get delivered to CES after a confirming order on the complete truck. After the truck and hoist are in place @ CES , we can deliver the completed truck within 90 Days.

Terms : Full Net on Invoice – Delivery

Please know that due to economic conditions and supply chain issues , the price and delivery could possibly change before final delivery is made to the city.

We thank you for this opportunity and please call if there are any questions .

Sincerely ,

Chip Taylor

Chip Taylor / Sales Representative

Mobile : (803) 238-3590

E-Mail : chiptaylor@sc.rr.com

Note : The Kenworth truck is quoted as an unpublished distributor option.

Note : All stock or ordered trucks are quoted subject to prior sale .



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve new Sole Source Agreements, as requested by Columbia Water. Award to the following vendors in the total amount of \$399,327.36.

REQUISITION NO.: R223510, R222939, R223573, R223643

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Item	Vendor and Location	Description	Term	Amount
a.	IDEXX Distributors Westbrook, ME	Laboratory Supplies as needed at the Columbia Canal and Lake Murray Water Plant Labs, as requested by Columbia Water on July 24, 2023.	8/2/2023-6/30/2024	\$52,500.00
<i>Funding Source: Water Compliance – Laboratory Supplies (5516230-625000)</i>				
b.	Jet-Vac Equipment, LLC Sumter, SC	Maintenance and Service Repairs for the Harben Unit Trucks, Rapid IBAK Camera System, and Rigid Sewer Equipment, as requested by Columbia Water on July 12, 2023.	8/2/2023-6/30/2024	\$74,918.52
<i>Funding Source: Utilities Wastewater Maintenance - Equipment Repair/Service Supply (5516205-631800)</i>				
c.	Bross Group Lakewood, CO	2023/2024 Contract Renewal for SharePoint Hosting and Maintenance Services, as requested by Columbia Water on July 26, 2023.	8/2/2023-6/30/2024	\$207,783.84
<i>Funding Source: Engineering Administration – Special Contracts (551701-638300)</i>				
d.	Bearing Distributors, Inc. Columbia, SC	Mars/1200 Combo Wastewater Drive Left Hand Orientation, as requested by Columbia Water on July 27, 2023.	8/2/2023-6/30/2024	\$64,125.00
<i>Funding Source: Utilities Metro Wastewater Plant - Machinery and Equipment-Capital (5516208-658300)</i>				

ATTACHMENTS:

- **#a:** Idexx Agreement (PDF)
- **#b:** Jet Vac Agreement (PDF)
- **#c:** Bross Group Agreement (PDF)
- **#d:** Bearing Distributor Sole Source Agreement (PDF)

**SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT**

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") **IDEXX Distributors Inc** (hereinafter referred to as the "Seller"), for Seller to provide certain goods and or related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods and/or services described in Exhibit B, attached hereto. The description of goods and/or services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and/or services under this AGREEMENT. The Seller shall be responsible for any costs relating to the same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2024. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions. **By signing this agreement, Seller agrees that notwithstanding Seller's Standard or Specific Terms and Conditions providing otherwise, the City will NOT indemnify, pay attorney's fees or agree to choice of law provisions calling for suit outside the State of South Carolina.**

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Fifty-Two Thousand, One Hundred Eighty-Nine Dollars and 38/100, (\$52,189.38)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, 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.

☐ Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

☒ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT 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 from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ WORKERS COMPENSATION INSURANCE: 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 Seller shall

require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller 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 Seller 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.gov.

☐ PROFESSIONAL LIABILITY: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per claim, 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.

The Seller 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 Seller and any subcontractor of the Seller providing any goods and/or 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.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods and/or services. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and/or services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of goods and/or services and any City-authorized Additional or Supplemental Goods and/or Services. In the event that the sale of provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and/or services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

11. TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, seller will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Seller will not be reimbursed any costs amortized beyond the initial contract term.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

12. Amendment. This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

13. Entire Agreement. This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

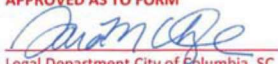
14. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

15. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

16. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller 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.

17. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 08/03/2023

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

Witness: _____

Title: City Manager

Date: _____

IDEXX Distributors Inc

By: _____

By: _____

Witness: _____

Title: _____

Date: _____

Exhibit A

Requisition # R223510JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.16 of the City of Columbia, S.C. Procurement Regulation.

This Department proposes to procure for the Drinking Water Compliance Division,
(1)

Laboratory supplies are imperative for maintaining clean drinking water at both the
(2)

Columbia Canal Water Treatment Plant & Lake Murray Water Treatment Plant.

as a sole source procurement from IDEXX Distributors
(3)

based upon the following justifications IDEXX is a sole supplier of the the following products
(4)

to the Water Market: SimPlate for HPC test kit, Colilert reagent, Colilert Comparator,

Colilert-18 reagent, Quanti-Tray, Quanti-Tray Sealer Plus, Quanti-Cult™ QC kit, IDEXX

Vessel and more. These products are crucial in maintaining clean drinking water. If

drinking water is not properly analyzed, it could contain harmful bacteria.

This sole source is valid through June 30, 2024

Amount \$ 52,500.00

Utilities

Department

W. Frach Edkins
Signature of Department Head

7/12/2023

Date

Shannon Lizewski
Signature of Purchasing Agent

8/2/2023

Date

***Form must be route in
the order of the signatures***

Signature of Finance Director

Date

Chris S. Lee
Signature of Asst. City Manager

07/12/2023

Date

APPROVED AS TO FORM

Quinn C. Lee
Legal Department City of Columbia, SC
08/03/2023

Signature of City Manager

Date

- Notes:
- (1) Enter Division Name
 - (2) Enter description of goods or services to be produced
 - (3) Enter name of sole source contractor
 - (4) Enter the basis of sole source procurement

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 07/2018)

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered originals.



Exhibit B

FY QUOTE

Number / Date
20256291 / 05/22/2023

Ship to Address
CANAL WTP
300 LAUREL ST
COLUMBIA SC 29201
UNITED STATES
UNITED STATES

Sold to Address
CITY OF COLUMBIA
ATTN: ACCOUNTING DEPT
PO Box 147
COLUMBIA SC 21217
UNITED STATES
UNITED STATES

Bill-to Customer 6151

Net weight : 384.168

Pricing valid from 07/01/2023 until 06/30/2024

Material ID Commodity/COO	Description Batch	Exp.Date	Quantity Backorder item	UnitPrice	Total Value
98-05761-01 3822190080/US	WHPC-100 HPC,SIMPLATE MULTI DOSE 1.5		28	331.79	9,290.12
98-08877-00 3822190080/US	WP200I-18 GAMMA IRAD COLILERT-18 200PACK		28	919.49	25,745.72
98-09221-00 3926909910/CN	WW120SBST-200,VESSELS W/ST AND SB, 200PK		40	124.21	4,968.40
98-09227-00 3822190080/US	WQT2KC, PRE-DISP.QT 2000 COMPARATOR		4	35.45	141.80
98-11682-00 3822190080/US	WP104 COLI P/A COMPARATOR		4	18.57	74.28
98-20748-01 3822190080/US	WKIT 1001, QUANTI-CULT		4	313.38	1,253.52
98-21675-00 3926909910/US	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX		18	250.89	4,516.02

All local taxes at customer charge



Date
07/11/2023

Number
20256291

Items Total	45,989.86
Freight Value	2,333.64
Tax total	3,865.88
Total Amount	USD 52,189.38
	=====

All local taxes at customer charge


idexx.com/water

May 22, 2023

CITY OF COLUMBIA
300 LAUREL ST
COLUMBIA, SC 29201
Account # 6151

Please accept this letter as confirmation that IDEXX Distribution, Inc. (FEIN # 35-2186625) is a wholly owned subsidiary of IDEXX Laboratories, Inc. and is the **sole supplier** of the following products to the Water Market:

Product	Sole Manufacturer	Sole Supplier in U.S. and Canadian Water Testing Markets**
Colilert* reagent	Yes	Yes
Colilert* Comparator	Yes	Yes
Colilert*-18 reagent	Yes	Yes
Colisure* reagent	Yes	Yes
Enterolert* reagent	Yes	Yes
Pseudalert* reagent	Yes	Yes
Legiolert* reagent	Yes	Yes
IDEXX Vessel	Yes	Yes
Quanti-Tray* Sealer PLUS	Yes	Yes
Quanti-Tray*	Yes	Yes
All Colilert* Starter Kits	Yes	Yes
All 20-pack, 100-pack, and 200-pack Combo Packs	Yes	Yes
IDEXX-QC	Yes	Yes
Quanti-Cult™ QC kit	Yes	Yes
SimPlate* for HPC test kit	Yes	Yes
HPC for Quanti-Tray* reagent	Yes	Yes
EasyDisc HPC test	Yes	Yes
IDEXX Water SARS-CoV-2 RT-PCR Test	Yes	Yes
IDEXX Water DNA/RNA Magnetic Bead Kit	Yes	Yes
Filta-Max <i>xpress</i> Filter modules	Yes	Yes
Filta-Max <i>xpress</i> pressure Elution station	Yes	Yes
Filta-Max manual wash station	Yes	Yes
Filta-Max filter modules	Yes	Yes

** Utility, Public Health and Private labs performing environmental testing

Please note that IDEXX Distribution, Inc. was formed as a wholly owned subsidiary of IDEXX Laboratories, Inc.

I hope this information is of assistance. If you have any questions, please contact me at 1-800-321-0207.

Sincerely,

102600-00 *Kristen Harris*

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**SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT**

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") **Jet Vac Equipment Company LLC** (hereinafter referred to as the "Seller"), for Seller to provide certain goods and or related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods and/or services described in Exhibit A, attached hereto. The description of goods and/or services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and/or services under this AGREEMENT. The Seller shall be responsible for any costs relating to the same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2024. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions. **By signing this agreement, Seller agrees that notwithstanding Seller's Standard or Specific Terms and Conditions providing otherwise, the City will NOT indemnify, pay attorney's fees or agree to choice of law provisions calling for suit outside the State of South Carolina.**

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Seventy-Four Thousand, Nine Hundred Eighteen Dollars and 52/100, (\$74,918.52)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, 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.

☐ Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

☒ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT 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 from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ WORKERS COMPENSATION INSURANCE: 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 Seller shall

require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller 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 Seller 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.gov.

☐ PROFESSIONAL LIABILITY: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per claim, 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.

The Seller 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 Seller and any subcontractor of the Seller providing any goods and/or 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.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods and/or services. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and/or services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of goods and/or services and any City-authorized Additional or Supplemental Goods and/or Services. In the event that the sale of provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and/or services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

11. TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, seller will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Seller will not be reimbursed any costs amortized beyond the initial contract term.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

12. Amendment. This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

13. Entire Agreement. This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

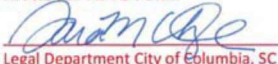
14. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

15. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

16. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller 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.

17. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 08/03/2023

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

Witness: _____

Title: City Manager

Date: _____

Jet Vac Equipment Company LLC

By: _____

By: _____

Witness: _____

Title: _____

Date: _____

Exhibit A

Requisition # 1222939 JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.16 of the City of Columbia, S.C. Procurement Regulation.

This Department proposes to procure for the Wastewater Management Division,
Open Purchase Order for Maintenance and Service Repairs for the division's Harben Unit Trucks⁽¹⁾
Rapid View IBAK Camera System, and Ridgid Sewer Equipment.⁽²⁾

as a sole source procurement from Jet-Vac Equipment, LLC

(3)

based upon the following justifications: The City of Columbia, Wastewater Management

(4)

Division utilizes the Harben Unit Wash Trucks to keep the sewer main and service lines clean and flowing. Our division is equipment with IBAK CCTV equipment. This is used to investigate damages and blockages to the City's sewer lines. Jet-Vac Equipment Company is the Sole Source vendor for certified repairs in our area.

This sole source is valid through 06/30/2024

Amount \$54,000.00

*74,918.32 ASH

Utility Operations/WWM
Department

W. Frank Edwards
Signature of Department Head

7/11/2023
Date

Shannon Lizenski
Signature of Purchasing Agent

8/2/2023
Date

***Form must be routed in
the order of the signatures***

Signature of Finance Director

Date

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

08/03/2023

Signature of Asst. City Manager

7/11/2023
Date

Signature of City Manager

Date

- Notes: (1) Enter Division Name
(2) Enter description of goods or services to be procured
(3) Enter name of sole source contractor
(4) Enter the basis of sole source procurement

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 06/2016)

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered originals.



July 10, 2023

To whom it may concern,

Jet-Vac Equipment Company, LLC has been providing equipment, accessories and service to its customers since 1971. We are proud to currently be the sole source providers for the following manufacturers in the states of North Carolina, South Carolina, Tennessee and Georgia.



We are happy to answer any questions regarding these product lines or assist you in any way. Do not hesitate to contact us and look forward to working with you in the future.

Sincerely,

The Team at Jet-Vac Equipment Company LLC

5746 Broad Street, Sumter, SC 29154
800-527-4469
803-494-4440 - fax
www.jet-vac.com

**SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT**

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and **Bross Group, LLC**, (hereinafter referred to as the "Seller"), for Seller to provide certain goods and or related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods and/or services described in Exhibit A, attached hereto. The description of goods and/or services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and/or services under this AGREEMENT. The Seller shall be responsible for any costs relating to the same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit A.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2024. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions. **By signing this agreement, Seller agrees that notwithstanding Seller's Standard or Specific Terms and Conditions providing otherwise, the City will NOT indemnify, pay attorney's fees or agree to choice of law provisions calling for suit outside the State of South Carolina.**

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Two Hundred Seven Thousand Seven Hundred Eighty-Three Dollars and Eighty-Four Cents, (\$207,783.84)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, 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.

☐ Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

☐ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT 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 from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ WORKERS COMPENSATION INSURANCE: 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 Seller shall

require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller 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 Seller 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.gov.

☐ PROFESSIONAL LIABILITY: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per claim, 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.

The Seller 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 Seller and any subcontractor of the Seller providing any goods and/or 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.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods and/or services. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and/or services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of goods and/or services and any City-authorized Additional or Supplemental Goods and/or Services. In the event that the sale of provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and/or services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

11. TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, seller will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Seller will not be reimbursed any costs amortized beyond the initial contract term.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

12. Amendment. This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

13. Entire Agreement. This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

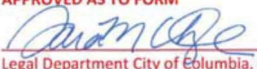
14. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

15. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

16. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller 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.

17. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 07/31/2023

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

Witness: _____

Title: City Manager

Date: _____

BROSS GROUP, LLC

By: _____

By: _____

Witness: _____

Title: _____

Date: _____

Exhibit A

Requisition # R223573JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.16 of the City of Columbia, S.C. Procurement Regulation.

This Department proposes to procure for the Engineering Dept - Administration Division,
(1)
Bross Group, LLC to continue SharePoint Hosting and Maintenance Services
(2)

as a sole source procurement from Bross Group, LLC, Lakewood, Colorado
(3)

based upon the following justifications Please see attached
(4)

This sole source is valid through June 30, 2024 Amount \$ 207,783.84

Engineering

Department

Signature of Department Head

Date

Signature of Purchasing Agent

Date

***Form must be route in
the order of the signatures***

Signature of Finance Director

Date

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC
07/31/2023

Signature of Asst. City Manager

Date

Signature of City Manager

Date

- Notes:
- (1) Enter Division Name
 - (2) Enter description of goods or services to be produced
 - (3) Enter name of sole source contractor
 - (4) Enter the basis of sole source procurement

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 07/2018)

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered originals.

The City of Columbia entered into a Consent Decree on May 21, 2014 for violations of Section 301 of the Clean Water Act. Under the Consent Decree, the City of Columbia is responsible for meeting several requirements which include Section XIII. Right of Entry and information Collection Retention. Under this section of the Consent Decree, the City of Columbia along with its contractors and agents are required to preserve all non-identical copies of all documents, records, and other information in electronic form. In order to fulfill this requirement, under the Clean Water 2020 program, SharePoint software was chosen to house all the required information. While CDM Smith is responsible for the day to day operations such as adding, removing, or changing user information, Bross Group, LLC is responsible for Hosting, Account and Site Management Routine Environment Maintenance, and Change and on demand IT Support. CDM Smith and Bross Group has had a longstanding relationship as Bross has provided this support for the City of Columbia's construction project pages since March 24, 2015. CDM Smith began phasing out of this process in the 2021 fiscal year. The City of Columbia took over this task for the 2020/2021 fiscal year and will continue to do so moving forward. In order to continue to satisfy the regulation requirements under the consent decree, the City of Columbia will undertake the duties completed by CDM Smith, however, Bross Group will still be required to provide their services. Bross Group is aware and understands all rules and regulations pertinent to the Consent Decree between the City of Columbia and the United States and the Department of Health & Environmental Control. Bross Group is familiar with the City's setup and has an excellent record for billable hours which allows for cost saving. Bross Group has continued to perform at very high standards and the City of Columbia wants to continue the relationship. Special note: Bross Group is one of very few companies that handle services of this magnitude within the governmental sector. The Engineering Department believes that if we continue with Bross Group as the contractor to provide their services to meet the requirements of the Consent Decree there will be little room for error since they have provided these services to us through both the City of Columbia and CDM Smith without error for many years.

**SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT**

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") **Bearing Distributors Inc.** (hereinafter referred to as the "Seller"), for Seller to provide certain goods and or related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods and/or services described in Exhibit B, attached hereto. The description of goods and/or services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and/or services under this AGREEMENT. The Seller shall be responsible for any costs relating to the same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2024. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions. **By signing this agreement, Seller agrees that notwithstanding Seller's Standard or Specific Terms and Conditions providing otherwise, the City will NOT indemnify, pay attorney's fees or agree to choice of law provisions calling for suit outside the State of South Carolina.**

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Sixty-Four Thousand, One Hundred Twenty-Five Dollars and Zero Cents, (\$64,125.00)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, 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.

☐ Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

☒ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT 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 from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ WORKERS COMPENSATION INSURANCE: 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 Seller shall

require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller 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 Seller 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.gov.

☐ PROFESSIONAL LIABILITY: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per claim, 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.

The Seller 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 Seller and any subcontractor of the Seller providing any goods and/or 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.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods and/or services. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and/or services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of goods and/or services and any City-authorized Additional or Supplemental Goods and/or Services. In the event that the sale of provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and/or services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

11. TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, seller will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Seller will not be reimbursed any costs amortized beyond the initial contract term.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

12. Amendment. This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

13. Entire Agreement. This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

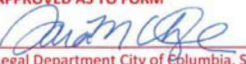
14. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

15. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

16. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller 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.

17. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 08/02/2023

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

Witness: _____

Title: City Manager

Date: _____

BEARING DISTRIBUTORS INC

By: _____

By: _____

Witness: _____

Title: _____

Date: _____

Requisition # R223643JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.16 of the City of Columbia, S.C. Procurement Regulation.

This Department proposes to procure for the Metro Wastewater Treatment Plant Division,
(1)
Foot Jones 8000 Series Shaft mount, Hy-Power, Worm Gear & Hub City High Efficiency Gear Reducers-
(2)
Mars/1200 Combo Waste Water Drive Left Hand Orientation, and labor/material/freight/repair charges
as a sole source procurement from Bearing Distributors Inc.
(3)
based upon the following justifications Regal PTS discontinued the mass production of these gearboxes and they only
(4)
authorize Bearing Distributors to produced/sell their product now as their local rep. The circumstance for this sole source procurement
as listed in the Appendix G- 1.16, is point (5) where the item is one of a kind. This is a custom designed piece of equipment that requires the
original drawings, designed and built by Regal PTS, in order to duplicate. This equipment is critical to the operation of the plant because without it
we lose our Primary Clarifiers, and if those go down we compromise our treatment process, putting us in violations with SC DHEC.

This sole source is valid through June 30, 2024 Amount \$ 64,125.00

Utilities

Department

Signature of Department Head

7/28/2023

Date

Signature of Purchasing Agent

Date

***Form must be route in
the order of the signatures***

Signature of Finance Director

Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC

08/02/2023

Signature of Asst. City Manager

Date

Signature of City Manager

Date

- Notes: (1) Enter Division Name
(2) Enter description of goods or services to be produced
(3) Enter name of sole source contractor
(4) Enter the basis of sole source procurement

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 07/2018)

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered originals.



Regal Rexnord
7120 New Buffington Rd
Florence, Kentucky 41042

www.regalrexnord.com

800-626-2120

Date: July 25, 2023

TO: Whom it may concern

FROM: Regal Rexnord

SUBJECT: Authorized Distributor

Bearing Distributors, Inc of Columbia, South Carolina is the authorized Distributor for the Sludge Drive that is offered to Columbia Waste Water Treatment Plant.

For any questions please see contact below.

Respectfully,

Mark Welborn

Sr District Manager – South Carolina



Motion Control Solutions

M: 206-316-7308

Mark.Welborn@regalrexnord.com

www.regalrexnord.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)

- Legacy PTS Customer Service – (800) 626-2120 -
PTSCustomerService@RegalRexnord.com
 - For Sealmaster, McGill, Browning, Rollway, System Plast, Kop-Flex, Jaure, and Morse products.
- Legacy PTS Gearing Customer Care – (888) 378-6245 -
PTSGearingCustServ@RegalRexnord.com
 - For Hub City, Grove Gear, and Durst Gearing products.
- Legacy Rexnord Customer Service – (866) 739-6673 -
PTCustomerCare@RegalRexnord.com
 - For Rexnord legacy products.

REGAL

Power Transmission Solutions

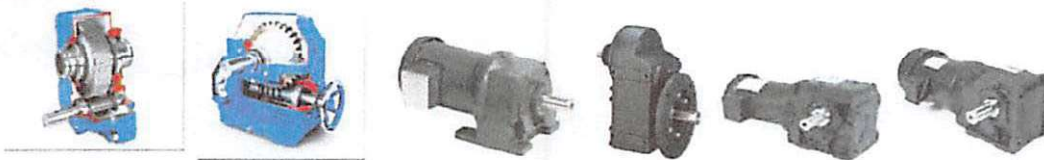
Regal Beloit America, Inc.
7120 New Buffington Rd.
Florence, Kentucky 41042www.regalpts.com
www.regalbeloit.com

Date: October 15, 2019

To: Foote-Jones & Hub City Authorized Distributors

From: Regal PTS Marketing

Subject: Product Simplification Announcement

Foote-Jones® 8000 Series Shaft Mount, Hy-Power™ Worm Gear & Hub City® High Efficiency Gear Reducers

Regal PTS is discontinuing the sale of the Foote-Jones 8000 Series Helical Shaft Mount gear reducers, Foote-Jones Hy-Power worm gear speed reducers and Hub City High Efficiency (HI, HB, HW, HP) helical gear products due to declining sales and an effort to reduce complexity.

The goal is to move our customers to destination Regal brand platforms that will be supported and maintained in the future. As a market leader in gear drives, Regal offers the Browning® TorqTaper Plus® Helical Shaft Mount gear reducer to replace the Foote-Jones shaft mount and the Grove Gear® Ironman worm gear reducers to replace the Foote-Jones Hy-Power worm. For the High Efficiency helical products, the Browning Series 3000 helical gear family, the new Poweratio® 5000 inline helical gear product or the Hub City® HERA® right angle gear drive can be used for an enhanced replacement. In most applications, the destination platforms provide a functional equivalent that is more readily available and competitively priced.

Orders will be accepted for the old Foote-Jones 8000 Series Shaft Mount and Hy-Power worm gear until November 15, 2019 and shipped within standard lead-times. After that time, you will be directed to our destination platforms outlined above. Our engineering teams can work with you and your customers to provide the best Regal alternative. Note that the Hub City High Efficiency transition has been a year-long process and most useable inventory to build complete units has been depleted.

We have already done the interchange work so please ask for assistance for your needs.

- For technical support with the transition, please **Call 1-800-626-2010 or email**
ApplicationEngineering.PTSolutions@Regalbeloit.com.

Thank you for continued support of Regal Power Transmission Solutions.

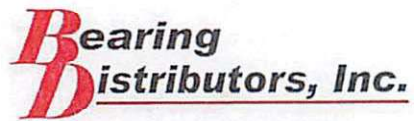
Copies: PTS Customer Service, PTS Field Sales, Application Engineering



7/26/2023

New Gear Drive Quotation

To:	Thorsten E. Killius		CASE:	05518894
E-mail:	Killius, Thorsten E <Thorsten.Killius@columbiasc.gov>		Quote No:	22068177 <i>Please reference quote number when placing order</i>
Phone:	Office: (803) 545-0209 Cell: (803) 530-4154		Repair No:	
End User:	Columbia Waste Water			
Thank you for providing Bearing Distributors with this opportunity.				
Description				
Model/Size	Mars/1200 Combo Waste Water Drive Left Hand Orientation			
Serial No.	New Application			
Equipment No.				
Ratio	531.0:1			
Item	Scope of Work	Qty.	Unit Price	Subtotal
	The following items are included in this quotation			
	1. New housing with seal cages and end covers. 2. Furnished with Airmax Breather and sealed dipstick. 3. New gearing for a ratio of 531.0:1 Main Output. 4. Custom Adapter Base Plate 5. ½ hp Leeson Motor. Part 113586.00. 6. New Regal Rexnord approved bearings. 7. New shaft seals and housing shims and gaskets. 8. New seal cage, end cover, and inspection cover cap screws and lock washers. 9. Stainless steel nameplate and lubrication plate. 10. Perform bi-directional, "No-Load" spin test at rated input speed and paint. 11. Complete shipping preparation, includes (a) keys taped to shaft keyways, (b) shaft extensions coated with preservative, (c) attach wood shipping skids and, (d) attach proper service literature.	1	\$59,375.00	\$59,375.00
	TAX	1	\$4,750.00	\$4,750.00



			Total	- \$64,125.00
Approximate Delivery 26 weeks, excluding weekends and holidays.		Warranty Terms 12 months from time of shipment on replaced parts, labor, and workmanship.		
Additional Terms: • This quotation is valid for 30 days from date of quotation. • Quoted lead times are subject to prior sale of parts and subject to change. • Outbound freight is included in the above price. • Regal Rexnord offers professional training for servicing Falk Gear Drives and Shaft Couplings. Follow the link to register or to get more information. https://www.rexnord.com/falkschool				

Best Regards,

Terry Wahl/ Branch Manager

Bearing Distributors, Inc.
930 South Stadium Road, Columbia SC 29201
P: (803) 799-0203 ext. 2167 | F: (803) 779-5117

Terry@ibearing.com



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Contract to Purchase Aggregate Materials, as requested by Columbia Water on May 11, 2023. Award to Vulcan Construction Materials in the amount of \$542,125.00. This firm is located in Atlanta, GA.

REQUISITION NO.: R223853

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Water Distribution & Maintenance - Paving and Asphalt Supplies (5516203–623500). The original budget amount is \$542,125.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Invest in Infrastructure

One (1) bid was received for Aggregate Materials BID036-22-23-HAR.

ATTACHMENTS:

- **#a:** Contract1 (PDF)
- **#b:** Bid Tabulation (PDF)



CONTRACT FOR GOODS and/or SERVICES

This Contract is being awarded under BID36-22-23-HAR.

PURPOSE – This Contract 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 Contractor, with legal address and principal place of business at Contractor Name, Address, City, State, Zip Code (hereinafter referred to as the “Contractor”), to provide services and or purchase.

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

1. **SCOPE OF GOODS AND/OR SERVICES** – Upon written notification by the City to proceed, the Contractor shall provide the goods and/or services more fully described in Exhibit A, attached hereto.
2. **SUPPLEMENTAL OR ADDITIONAL GOODS AND/OR SERVICES** – The City may require supplemental or additional goods and/or services of the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional goods and/or services prior to the work being performed. If the Contractor fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Contractor for goods and/or services performed.

TERM OF CONTRACT – The initial contract term is anticipated to begin **August 16, 2023** until **June 30, 2024**, with an option to renew for four (4) additional one (1) year periods. Total contract term shall not exceed **June 30, 2028**. Escalation in pricing shall be based on the consumer price index (CPI).

The decision whether to renew 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 a renewal of the initial term or any additional term. The determination to renew the initial term and any subsequent extension periods may be made no later than 90 days prior to the end date of each period.

The Contractor agrees that the Goods and/or services shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within

the period of performance stated above. It is expressly understood and agreed, by and between Contractor and Owner, that the period of performance is reasonable for the completion of the goods and/or services outlined herein.

3. **TERMINATION** - The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the goods and/or services required in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Vendor prior to the date of termination of the agreement. The Vendor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

4. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS** - Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.
5. **SCHEDULE FOR COMPLETION OF GOODS AND/OR SERVICES** – The Contractor shall complete any and all goods and/or services performed under this Contract under the direction of the Water Operation Division.

6. **COMPENSATION** – (Exhibit B)

- A. The compensation to be paid by the City to the Contractor under this Agreement, shall no exceed **Five Hundred Forty-Two Thousand One Hundred Twenty-Five Dollars and Zeno Cents (542,125.00).**
- B. 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

City of Columbia and Vulcan Materials

Aggregate Materials

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.

Failure of the Contractor to follow these invoice requirements will result in the delay of payment of the invoice.

- C. ☐ Annual Cost Adjustment Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.
- D. ☒ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). **Final approval of price** increase must be approved by the City Manager, City Council and/or an authorized designee.

7. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO BID036-22-23-HAR**

Contractor agrees, under the terms as outlined in the Scope of Goods and/or services and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or goods and/or services necessary to complete the said project.

8. **MISCELLANEOUS**

City of Columbia and Vulcan Materials
Aggregate Materials

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Contractor.
- B. The Contractor shall be responsible for performance of all goods and/or services required by this Agreement. The Contractor does not act as the City's agent or employee.
- C. The Contractor will not assign or sublet its obligations to perform the goods and/or services required by this Agreement without the 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 its Subcontractors shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor 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 Contractor 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 Contractor 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 Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor 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 goods and/or 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 Contractor.

City of Columbia and Vulcan Materials
Aggregate Materials

- G. The failure of either the Contractor 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 Contractor acknowledges, for itself and its Subcontractor, 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 the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant’s age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws (“protected characteristic”). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including

City of Columbia and Vulcan Materials

Aggregate Materials

selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of goods and/or services. 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 Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

- 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 Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

City of Columbia and Vulcan Materials
Aggregate Materials

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	Date: _____
Witness	Teresa Wilson, City Manager	

VULCAN MATERIALS

_____	_____	Date: _____
Print	Signature	

City of Columbia and Vulcan Materials
Aggregate Materials

List of Exhibits

Exhibit A – Scope of Services
Exhibit B – Cost Sheet (Compensation)

Exhibit A

SCOPE OF SERVICES

The City of Columbia is soliciting competitive bids to establish a contract for the supply of aggregate materials. It is the intent to establish primary source of aggregate supply for the various City departments. Delivery of the materials is not included in this contract, as the City will arrange for the pick-up of the aggregate material. The quarry shall be located within 20 miles of Public Works located at 2910 Colonial Drive, Columbia, SC 29201.

The City reserves the right to choose a quarry that is deemed to be in the best interest of the City based on the location of the work site. The estimated quantities specified in the bid are subject to change, and the City may purchase more or less than the estimated amount depending on the actual requirements that arise throughout the contract period.

The Vendor is to provide prices for the aggregate material based on tonnage. The City will make payments based on the fixed unit bid prices only for the quantities ordered, picked up, and accepted by the City.

In the event that the Vendor is unable to meet the requirements, the City reserves the right make purchases from another source.

X. COST SHEET

** There will be a price escalation Starting Jan 1, 2024. Base and Fines \$2.00 increase per ton
Coarse Stone and Riprap \$3.00 increase per ton.

LOT	Qty	Description	Unit (ton) Price **	Total	Quarry Location
1	150	#4M Stone	\$27.50	\$4,125.00	Columbia, Olympia
2	4000	#5 Stone	\$27.50	\$110,000.00	Columbia, Olympia
3	250	#789 Stone	\$32.50	\$8,125.00	Columbia, Olympia
4	500	#89 Stone	\$32.50	\$16,250.00	Columbia, Olympia
5	9500	CR-14 Stone	\$18.25	\$173,375.00	Columbia, Olympia
6	1500	Rip Rap Stone (one man)	\$36.00	\$54,000.00	Columbia, Olympia
7	3000	Fill Screenings	\$16.75	\$50,250.00	Columbia, Olympia
8	4500	#57 Stone	\$28.00	\$126,000.00	Columbia, Olympia

*The quantities listed above are estimates. The City reserves the right to increase or decrease quantities as deemed necessary.

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*The quantities listed above are estimates. The City reserves the right to increase or decrease quantities as deemed necessary.

Event Number	BID036-22-23-HAR	Organization	City of Columbia, SC
Event Title	Aggregate Materials	Workgroup	Purchasing
Event Description		Event Owner	Harold Reed
Event Type	IFBs	Email	harold.reed@columbiasc.gov
Issue Date	6/23/2023 05:00:30 PM (ET)	Phone	803 (862) 4893
Close Date	7/26/2023 01:30:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Vulcan Materials Company - Atl	Columbia	SC	7/26/2023 10:09:32 AM (ET)	1	\$542,125.00

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



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Agreement for Project SS7623; Metro Wastewater Treatment Plant Dewatering Roll-off Receiving Station Design Services, as requested by Columbia Water on June 29, 2023. Award to Black and Veatch Corporation in an amount not to exceed \$273,843.00. The term of the agreement is seventeen months with two additional one-year renewal periods. This firm is located in Columbia, SC.

REQUISITION NO.: R222060

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Metro Wastewater Treatment Plant Dewatering Roll-off Rec - Capital Project Costs (5529999-SS762301-658650). The original budget amount is \$273,483.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

PURPOSE:

This is a Mentor Protégé Program project. Black and Veatch Corporation is the mentor and will provide design, permitting, and construction phase services at 66.84% (\$183,043.00) of the total contract amount.

Chao and Associates, a Minority Business Enterprise located in Columbia, SC, is the protégé and will provide structural design surveying and geotechnical investigation services at 33.16% (\$90,800.00) of the total contract amount.

There were 12 responses to RFQu002-21-22-NMJ Metropolitan Wastewater Treatment Projects.

ATTACHMENTS:

- **#a:** MT8657.Memo.SS7623DewateringRoll-offReceivingStation.RFQu002-21-22-NMJdocx (PDF)
- **#b:** APPROVED Black Veatch SS7623 MWWTP Dewatering Agreement (PDF)



We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: August 15, 2023

Subject: Recommendation for Approval
Professional Services Contract – Black & Veatch Corporation
SS7623 – Metro WWTP Dewatering Roll-off Receiving Station

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Professional Services Contract with Black & Veatch Corporation to provide funding for the implementation of a permanent dewatering roll-off receiving station at the Metro WWTP. The amount of this contract is \$273,843.00.

This is a new agreement for these services. The purpose of this project is to assist the City of Columbia in implementing a permanent dewatering roll-off receiving station at the Metro WWTP. The Metro WWTP is currently utilizing a temporary location and configuration to receive City sewer maintenance vac trucks, pump station maintenance vac trucks, plant maintenance vac trucks, City dewatering cans, and companies contracted by the City for unloading into roll-off containers for dewatering of solids in order to meet the percent solids requirement prior to hauling to the landfill for disposal. A site layout and plan to convert this to a permanent dewatering station will be provided. The services performed as a part of this Scope of Service include providing technical engineering support to the City by reviewing available data, preparing and evaluating alternatives, developing a recommended plan, and preparing a report of findings and recommendations. Following approval of the report by the City, the Consultant will provide final engineering design and permitting, bidding phase support, and engineering services during construction.

This Project is not a Clean Water 2020 project and not related to the Consent Decree, no Consent Decree terminology required.

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

Black & Veatch Corporation
SS7623 Metro WWTP Dewatering Roll-off Receiving Station



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu002-21-22-NMJ Metropolitan Wastewater Treatment Projects.

1. **PURPOSE** – 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 Black and Veatch Corporation, (hereinafter referred to as the "Engineer"), to provide technical consulting support for the Metro WWTP Dewatering Roll-off receiving station, including evaluation of alternatives, engineering design services, and engineering services during construction for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Engineer shall provide the scope of services more fully described in Exhibit A, attached hereto. The Engineer shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Engineer or recommended by the Engineer and approved by the City in writing.

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

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4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of seventeen (17) months, with the option to renew or continue with work for two (2) additional one (1) 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. The decision to extend the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Engineer shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.

6. **COMPENSATION** – (See Exhibit C)

- A. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed Two Hundred Seventy-Three Thousand, Eight Hundred Forty-Three Dollars and No/100 (\$273,843.00).
- B. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Engineer 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 Engineer, whose signature shall certify that the information contained in the invoice is true and accurate and

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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

Failure of the Engineer 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)

1. The Engineer 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 Engineer has received payment from the City.
2. In addition, all retainage amounts received from the City by the Engineer must be paid by the Engineer to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or 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 or designee.
4. The Engineer 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 Engineer for subsequent work performed unless and until the Engineer 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 Engineer's sworn statement that

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it has complied with the prompt payment requirements. The Engineer 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, Engineer 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 15% 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, 1401 Main Street, 4th Floor, 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 Engineer or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

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The Engineer must comply with the affirmative action terms and conditions as outlined herein. The Engineer, 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	<u>N/A</u>	%
MBE	<u>33.16</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

The Engineer will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievement of these goals are expected during the life of the Agreement, including any extensions thereof.

7. **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 goal for this requirement is 33.16%

The Engineer must comply with Mentor-Protégé Program Guidelines. The Engineer agrees that the Mentor Protégé Program does not create any third-party beneficiary

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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 Engineer 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.

8. INDEMNIFICATION & INSURANCE

- A. The Engineer 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 Engineer 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 Engineer 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 Engineers Worker Compensation Insurance. The Engineer 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 Engineer shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100

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(\$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 claim, 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 Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any Subconsultant of the Engineer 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 Engineer 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 Engineer, 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.

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The Engineer will also agree to promptly notify the City of any civil or criminal actions filed against the Engineer 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.

9. **PERMITS & LICENSES**

- A. The Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Engineer in performing the services required under this Agreement. The Engineer shall be responsible for any costs relating to same.
- B. The Engineer shall be responsible for identifying 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 Engineer 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 Engineer s 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 Engineer and pay any costs relating to same.
- C. The Engineer shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

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

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

11. **INTEREST OF ENGINEER** – The Engineer covenants that Engineer 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 Engineer further covenants that in the performance of this Agreement no person having such interest shall be employed.

The Engineer is expected to make Engineer'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 Engineer 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.

12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:

A. **DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise

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made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;

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

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13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.
15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

Name: Office of Procurement and Contracts
 Title: Purchasing Agent
 Address: 1800 Main Street
 Second Floor
 Columbia, SC 29201
 Phone: (803) 545-3470
 Fax: (803) 758-1013
 Email: procurement@columbiasc.gov

Black and Veatch Corporation

Name: Don Franklin
 Title: Senior Engineering Manager, Water
 Address: 1411 Gervais Street, Suite 125
 Columbia, SC, 29201
 Phone: 803-403-8603
 Fax: N/A
 Email: FranklinDE@bv.com

16. **CONSENT DECREE - Non-Applicable**

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

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- copy of which has been provided to the Engineer by the City and is incorporated by reference herein. The Engineer shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Engineer shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Engineer's possession or control that relate in any manner to the Engineer's performance under this Agreement ("Preserved Documents"). Upon the Engineer's performance of all services required under this Agreement, the Engineer shall provide the City with all Preserved Documents. In addition to the requirements above, the Engineer shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Engineer shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Engineer first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Engineer shall provide written notice in accordance with 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 Engineer's rationale for attributing such delay to a force majeure event. The Engineer shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

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- D. The Engineer shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Engineer neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Engineer agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Engineer 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 Engineer's failure to perform pursuant to the Agreement.
- E. The Engineer shall perform the services pursuant to this Agreement using sound Engineering practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.
- B. The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.
- C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Engineer 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 Engineer.

The Engineer 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 Engineer with regard to any of the requirements, specifications or interpretation of this Agreement, the Engineer agrees to defer to the reasonable interpretations of

Black & Veatch Corporation
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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 Engineer 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 Engineer agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Engineer.
- F. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. 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 Engineer.

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

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- 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 Engineer 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 the service, the Engineer shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Engineer shall take affirmative steps to ensure equal employment opportunities for all applicants for employment,

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without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Engineer's operations, including, but not limited to the Engineer's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Engineer 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 Non-Discrimination in Contracting Policy. The Engineer shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

- 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 Engineer under this Agreement are matters of public record, but that the Engineer agrees that they shall only be made available to any individual or organization by the City and the Engineer 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

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/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.

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

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 SS7623 Metro WWTP Dewatering Roll-off Receiving Station

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

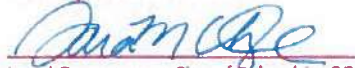
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM


 Legal Department City of Columbia, SC
 07/27/2023

CK AND VEATCH CORPORATION

William J. Webb William J. Webb
Print: Name/Title **Signature**
Vice President
(Corporate Seal)

Date: 8/3/23

Attest

Andrea C. Bernica
Signature



Date: 8/7/2023

Black & Veatch Corporation
SS7623 Metro WWTP Dewatering Roll-off Receiving Station

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Implementation Plan

EXHIBIT A

SCOPE OF SERVICES

City of Columbia

CIP # SS7623

Metro WWTP Dewatering Roll-off Receiving Station

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for the METRO WWTP DEWATERING ROLL-OFF RECEIVING STATION (SS7623), including evaluation of alternatives, engineering design services, and engineering services during construction.

The project proposes a permanent dewatering roll-off receiving station at the Metro WWTP. The Metro WWTP is currently utilizing a temporary location and configuration to receive CITY sewer maintenance vac trucks, pump station maintenance vac trucks, Plant maintenance vac trucks, CITY dewatering cans, and companies contracted by CITY for unloading into roll-off containers for dewatering of solids in order to meet the percent solids requirement prior to hauling to the landfill for disposal. A site layout and plan to convert this to a permanent dewatering station will be provided. The permanent facility shall allow for multiple trucks to deliver solids to multiple dewatering roll-off containers.

In general, BLACK & VEATCH (Consultant) will provide the following scope of services:

- Review of existing record drawings and utility mapping in the project area
- Preparation and Evaluation of Alternatives
- Development of a Recommended Plan based on CITY's preferred alternative.
- Engineering Design and Permitting
- Bidding Phase Support
- Engineering Services During Construction

Consultant will also be participating in the CITY's Mentor Protégé Program as part of this project, utilizing CHAO & ASSOCIATES as the Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

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

- Participate in design review and progress meetings with the CITY as outlined.
- Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the CITY. Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Project Administration will terminate at the completion of Task 700.
- Provide monthly progress reports.
- Invoice monthly and include amounts invoiced by sub-consultants in accordance with the CITY's invoicing procedures.

120 Coordination Meetings

Throughout design of the project, Consultant will maintain regular contact through the CITY's staff. Progress meetings include:

- Kickoff meeting.
- 15% Alternatives Analysis review meeting in Task item 270.
- 60% and 90% design review meetings in Task item 560 – two (2) meetings total.
- One (1) pre-bid meeting in Task item 710.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will use SharePoint, provided by the CITY, to share and file documentation of project progress, data, decisions, deliverables, design, and management of the project.
 - All documents should be loaded to SharePoint within seven (7) days. 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 (not scanning and loading multiple category documents in one file) so they can easily be found by searching by category and/or by document name.
- Consultant will adhere to and update Gantt schedule as shown in Exhibit C.
- Consultant will conduct coordination meetings as outlined in Task 120.

140 Public Outreach (Not Applicable)

150 Mentor-Protégé Program

Consultant and CHAO & ASSOCIATES will provide the following in compliance with the CITY's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with CHAO & ASSOCIATES.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines."
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the CITY for approval.
- Schedule and attend all semi-annual developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a semi-annual report form to the City of Columbia's Office of Business Opportunities.

160 Task 100 Deliverables

- Monthly Progress Reports, Invoices, and Schedule updates
- Agenda and Minutes for the kickoff meeting
- Agenda and Minutes for the Alternatives Analysis review meeting in Task item 270
- 3 Semi-annual Mentor-Protégé Program Reports
- Agenda and Minutes for the two design review meetings in Task item 560

TASK 200 – Preliminary Planning, Investigation, Engineering and Alternative Analysis

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the CITY to obtain existing record drawings and utility mapping in the project area.
- Consultant will meet with CITY maintenance staff to identify ongoing problems at the sites.

220 Alternative Analysis/Site Plan

- Upon completion of Task 210, Consultant will proceed with alternative analysis for no more than two identified alternatives.

230 Preliminary Agency Coordination and Meetings

- Consultant will contact all known regulatory agencies as described in Task 600 that may have jurisdiction in the project area to coordinate any permitting and notification actions required.

240 Preliminary Utility Coordination and Meetings (Not Applicable)

250 Design Criteria

- Decision factors for the alternative analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include cost, constructability, access for maintenance, public impact, property and easement requirements, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.
- Consultant will design the project in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

- As part of the alternative analysis the Consultant will prepare an opinion of probable construction cost for all alternatives considered and update the project schedule.

270 Preliminary Design Reviews

- Consultant will prepare a report of findings and recommendations for review by the CITY.
 - Consultant will convene an alternatives analysis meeting with the CITY to present the results of the analysis and solicit feedback on the recommended solutions.

280 Preliminary Alternative Analysis

- Upon approval by the CITY, Consultant will finalize the report documenting the alternative analysis criteria, evaluation, decision process and findings to include the final recommendation and preliminary opinion of probable project cost. This submittal will be considered the 15% overall project completion review.

290 Task 200 Deliverables

- Agenda and Minutes from the progress review meeting
- Draft and Final Alternatives Analysis
- Meeting materials and notes for utility and regulatory agency meetings

TASK 300 – Survey and Utility Mapping

Once the final design has been selected by the CITY, field investigations shall be conducted in support of plans preparation and final design.

310 Wetlands Survey (Not Applicable)

320 Field Survey

- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be SC State Plane Coordinates NAD83 (2007)
- Vertical datum shall be: NAVD 88
- The Consultant's surveyor will complete field surveying of the proposed design area. All relevant visual or physical features will be surveyed and will make detailed records for inclusion in field survey files. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the design area. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established on the existing and/or proposed project site.
- Locate both horizontally and vertically (where appropriate) within the design area, all roads, stormwater infrastructure, electrical duct bank, lights, and process manholes. Determine the invert elevations for the manholes that will potentially be used for this project.
- From the survey data, the survey subcontractor shall prepare final AutoCAD 2010, or newer, electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.

330 Property Research and Easement Exhibits (Not Applicable)

340 Utility Mapping

- Sub Surface Utility Engineering (SUE) for this project is integrated within Task 410.

350 Task 300 Deliverables

- None

TASK 400 – Geotechnical Investigation

410 Field Investigation

- Consultant will utilize F&ME for geotechnical services to provide subsurface soil conditions at the design area. Up to 3 borings will be performed at the proposed project sites to determine general soil conditions. It is assumed that 1 boring will be to a depth of 50 (or for seismic site information) feet, and 2 borings will be to a depth of 10 feet below grade for pavement design recommendation.
- Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. Borings within the SCDOT right-of-way will be backfilled with grout. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- The samples will be tested in a laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, Atterberg limit, and strength tests (unconfined compression/calibrated penetrometer), as appropriate. The results of field and laboratory testing will be evaluated by a professional geotechnical engineer licensed in the State of South Carolina.
- This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. A Geotechnical Engineering Report will be prepared based on the results of the evaluation that details the results of the testing performed. The report will include the following:
 - Computer generated boring logs with soil stratification based on visual soil classification
 - Summarized laboratory data
 - Groundwater levels observed during and after completion drilling
 - Boring location plan
 - Subsurface exploration procedures
 - Encountered soils conditions
 - Subgrade preparation/earthwork recommendations including minimum relative density requirements
 - Anticipated excavation conditions, including difficult excavation and groundwater conditions

420 Task 400 Deliverables

- Geotechnical Engineering Report

TASK 500 – Final Design

510 Roadway Coordination (City, Town, County, State, Federal) (Not Applicable)

520 Utility Coordination (Not Applicable)

530 Project Plans and Specifications

- Consultant will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by a contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 22" x 34" plan sheets.
 - Design and construction details.
 - Sediment and erosion control details.
 - Relevant environmental features.
 - Plan sheets, including electrical and SCADA components to meet CITY standards.
 - Existing equipment/structure/pipe demolition/abandonment as needed.
 - By-pass pumping plan as needed.
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements.
 - Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, CIT procurement program requirements, etc. Consultant will provide the technical specifications (Divisions 01 – 16), bid quantities, measurement and payment items and special provisions.
- Upon approval of the 100-percent submittal, Consultant will provide one set of final bid plans, a CD containing PDFs of the signed and sealed drawings, one-sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

540 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with city, county, state, and federal regulatory agencies to determine design parameters for construction in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory requirements.
- We have included the following agencies in our estimate:
 - South Carolina Department of Health and Environmental Control

- Richland County

550 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable cost for the Project including construction costs, contingencies, and other related items at the 60-, 90-, and 100-percent plan reviews. Since Consultant has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

560 Design Reviews

- Consultant will develop and implement a Quality Assurance / Quality Control plan. A copy of this plan will be submitted to the CITY at the beginning of the project.
- After each internal technical review, Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. Consultant will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the CITY. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.
 - Drawings and a list of Specifications to be submitted at sixty (60%) percent. During the sixty (60%) percent review, the plans will be reviewed for biddability, operability, accessibility, and constructability. Hydraulic calculations shall be submitted at this time.
 - Drawings, a complete set of Specifications and a cost estimate shall be submitted at ninety (90%) percent for review and comment.
 - The Consultant will compile comments received 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.
- Upon approval by the CITY, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

570 Task 500 Deliverables

- Copy of the Consultant's QA/QC Plan
- The 60% Completion Milestone Design Submittal

- The 90% Completion Milestone Design Submittal
- Opinions of Probable Construction Cost
- The 90% Design (Permit Submittal Set)
- The 100% Design (also Bid) Documents

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance (Not Applicable)

620 Permits

- Construction Permit: This scope does not include a South Carolina Department of Health and Environmental Control (SCDHEC) permit. If one is required, it can be added by amendment.
- Stormwater Permit: The scope assumes a Richland County land disturbance permit.
- Wetlands Permit: This scope does not include a wetlands permit.
- Roadway Encroachment Permit: This scope does not include a roadway encroachment permit.
- Other Permits: This scope does not include railroad encroachment permits or permits/reporting required for SRF funding. If they are required, they can be added by amendment.
- Consultant will prepare and submit any additional permit applications, including but not limited to a building permit, if applicable.
 - Any hazardous material removal permits to be the responsibility of the Contractor.
 - It is assumed that there will be no submittals made to area Architectural Review Boards as minimal structures are anticipated.
 - It is assumed that there will be no coordination with any local review boards and planning commissions.

630 Permit Application Fees:

- The Consultant will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$10,000.00 of permit fees are anticipated. The estimated fees for permits are as follows:
 - Land Development Permit and Inspection Fees - \$10,000.00
- This cost will cover all permit fees identified in our scope. The limit as identified in the proposal is a ‘not-to-exceed’ value without written consent of the CITY.

TASK 700 – Bidding and Award

710 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFIs), and attending the bid opening.
- It is assumed that the duration of the Bid Period will be no more than 16 weeks from bid advertisement to contractor notice to proceed.
- While a formal prequalification process is not anticipated, Consultant will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720 Award Recommendation

- Consultant will review bids received and assist CITY in evaluating the bids and recommending award of the contract. This shall include reviewing bid forms for mathematical accuracy and conducting phone interviews with the low bidder's references. The Consultant will provide the CITY a letter of recommendation to award.

730 Conformed Documents

- Consultant will prepare Conformed Documents that incorporate Addenda items. The Conformed Documents will be used for construction. The Consultant will provide the CITY and Contractor each (3) hard copy sets and (1) digital set (in Adobe PDF format) of the Conformed Documents.

740 Task 700 Deliverables

- Pre-bid Conference Agenda
- Addenda
- Award Recommendation Letter
- Conformed Documents

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- After award of the construction contract, Consultant will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the dewatering roll-off receiving station project will be 6 months (180 days) for substantial completion

and 2-month (60) days for final completion with construction duration of 240 days. An increase in the construction schedule may require an amendment to authorize additional construction services.

- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident 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, Consultant will consult with and advise the CITY and act as its representative during the construction period. Consultant will provide contract administration and general services required for the Project, including:
 - a) As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through Consultant. On behalf of the CITY, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY.
 - b) Consultant will use the SharePoint document control system provided by the CITY. Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, shop drawing submittals, requests for information (RFIs), potential and executed change orders, scheduling, project meeting agendas and minutes, cost and disbursement data, progress reports and all other documents pertaining to the construction contract.
 - c) 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. Consultant will be responsible for preparing minutes and distribute these to the CITY and Contractor.
 - d) Prior to pre-construction meeting, prepare a list 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.

- e) One (1) pre-construction meeting and five (5) monthly progress meetings have been budgeted. Consultant will submit meeting minutes of all meetings to the CITY.

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in 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.
- Request for Information (RFI): Consultant will review and respond to Contractor's RFIs as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the CITY. 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.
- Testing Results: Consultant will review testing results of test required by Contractor for contract compliance and comment on any results that appear to be out of compliance.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

830 Change Management

- Change Orders and Time Extensions: 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 Consultant. Upon receipt of a requested change order, 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.

840 Completion Monitoring & Documentation

- Quality Assurance Testing: Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- Final Inspections: Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion.
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that 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.
 - 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 Consultant.

850 Periodic Construction Observation

- Construction Observation: Consultant's project engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe 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 Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client 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. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:
 - This scope includes no more than 16 periodic site visits by the field representative at no more than 2 hours on site, for a total of 32 hours on site. If additional site visits are required, this contract will be amended to provide such additional services.

- A construction observation report will be filled out for each visit and submitted to the CITY on a monthly basis along with the monthly progress report for the project.

TASK 900 – Full Time Construction Inspection (Not Applicable)

TASK 1000 – Project Closeout

1010 Record Drawings

- Consultant will prepare record drawings in electronic format as approved by the CITY and in accordance with the CITY's record drawing standards. The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system.

1020 Punch List and Final Inspection

- See Task 840 above.

1030 O&M Submittals

- At the conclusion of the project, Consultant will receive, review and transmit to the CITY O&M manuals provided by Contractor.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format.

1050 Final Notice of Acceptability of the Work

- See Task 840 above.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the Consultant will provide written notice to the CITY when the Consultant deems the work to be complete and acceptable.

TASK 1100 – Additional Services

1110 General Task

The CITY reserves the right to amend this Agreement so that Consultant may furnish additional services such as those listed below:

- Additional Surveying outside original scope or for Record Drawings.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement.
- Flood Study or Flood Impact Analysis.
- Review of potential impacts to WWTP resulting from proposed receiving station drain.
- Professional engineering services related to additional or extended design and bidding services. Bidding services are based on durations described in Task 710.
- Professional engineering services related to additional or extended construction services. Construction services are based on durations described in Task 810.
- Additional meetings with agencies beyond those scheduled in the agreement.
- Environmental assessments to include surveys/studies for threatened or endangered species, or historical/cultural resources.
- Additional permitting (e.g., Individual Permits, State Navigable Waters, FEMA Floodplain, Riparian Buffers) or permit fees beyond the amount listed in Task 630.
- Compensatory mitigation for wetlands impacts.
- Modifications to the design after 90% design review comments have been received.
- Multiple bid packages. It is assumed a single bid package/construction contract for this project, and the project will not be broken into phases of construction.
- Construction quality control testing, including but not limited to concrete cylinders, soil compaction, etc. beyond review of provided test results as described in Task 820.
- Changes to the design during construction that are related to unknown site conditions or other onsite projects.

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. No additional services will be performed without written approval from the CITY.

ATTACHMENT A TO EXHIBIT A
RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as follows:

The CITY agrees to perform the following:

- Provide assistance in gaining access to Metro WWTP as necessary.
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work completed as part of this Agreement, beyond what is assumed in Task 630.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested.

Exhibit B - Schedule - SS7623 Metro WWTP Dewatering Roll off Receiving Station - 2023.05.25.pdf

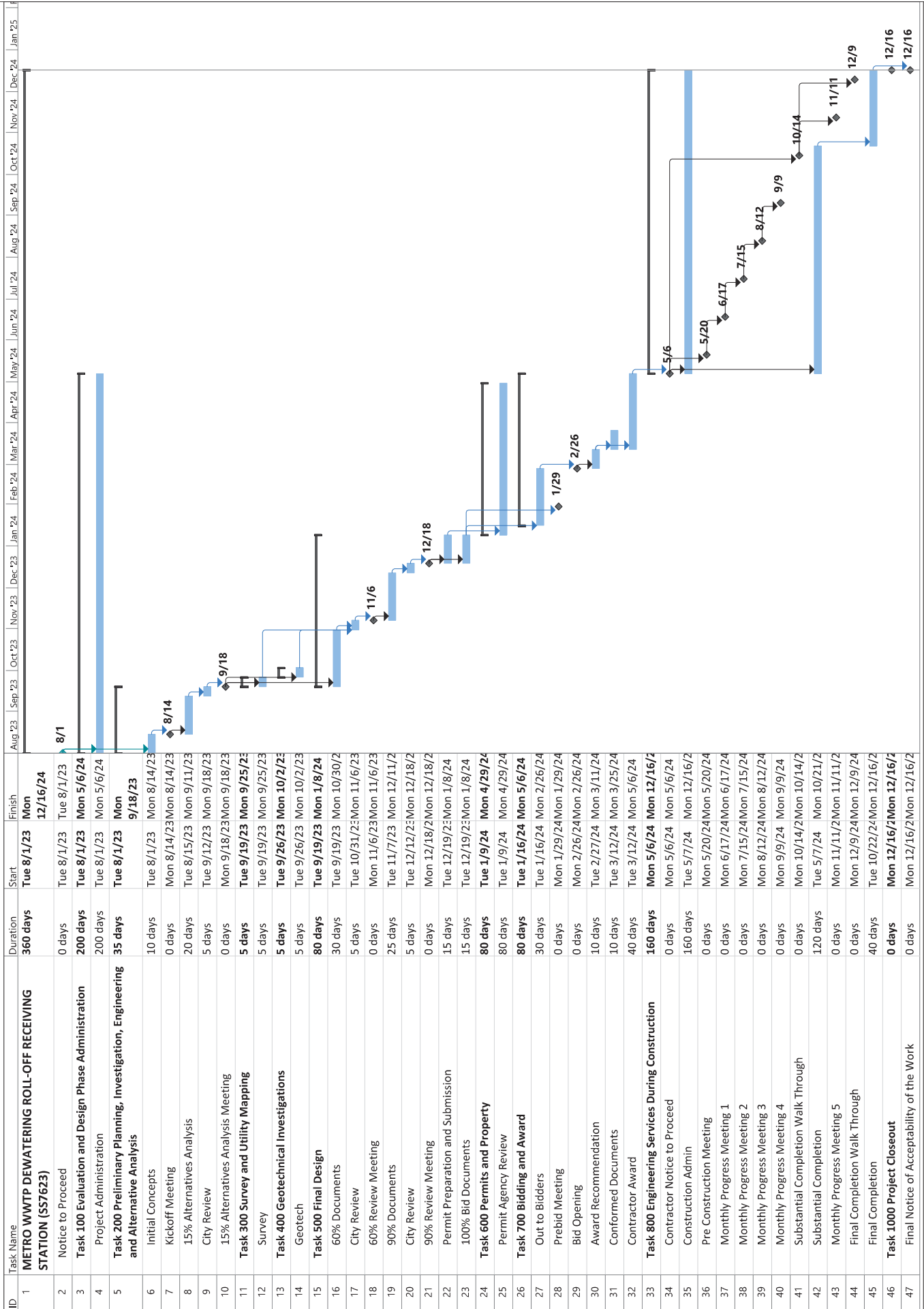


EXHIBIT C
COMPENSATION

City of Columbia
CIP # SS7623
Metro WWTP Dewatering Roll-off Receiving Station

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$273,843. This includes \$263,843 of lump sum tasks, as well as \$10,000 of Hourly/NTE tasks. Lump Sum and Hourly/NTE tasks are clearly labeled in the chart below.

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

Task	Description	Type	Subconsultants	Total
100	Evaluation and Design Phase Administration	LS	\$8,500	\$31,599
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	LS	\$26,500	\$47,979
300	Survey and Utility Mapping	LS	\$9,000	\$11,412
400	Geotechnical	LS	\$8,400	\$10,102
500	Final Design	LS	\$29,600	\$60,779
600	Permits and Property	LS	\$0	\$3,228
630	Permit Application Fees	NTE	\$0	\$10,000
700	Bidding and Award	LS	\$1,500	\$12,064
800	Engineering Services During Construction	LS	\$5,500	\$78,712
900	Full Time Construction Inspection	HRLY NTE	\$0	\$0
1000	Project Closeout	LS	\$1,800	\$7,968
1100	Additional Services	NTE	\$0	\$0
	Total of Contract		\$90,800	\$273,843
	% of Contract to Subconsultants			33.16%
	% of Contract to Protégé			33.16%

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSULTANTS/SUBCONTRACTORS**14.b**

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Chao & Associates, Inc. 7 Clusters Court Columbia, SC 29210 DUNS: 189168735 CAGE: 3HMY5	V001545	Structural Design, Surveying	\$82,400	30.09%	MBE	AM
F&ME Consultants, Inc. 211 Business Park Blvd. Columbia, SC 29203 DUNS: 043692631 CAGE: 7EXW6	V015054	Geotechnical Investigations	\$8,400	3.07%	LBE	

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female **AM** – Asian American Male
BM – African American Male **FB** – Non-Minority Female Owned
HM – Hispanic American Male **NF** – Native American Female

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

COMBINED TOTAL SUB AMOUNT \$ 90,800

TOTAL CONTRACT AMOUNT: \$ 273,843

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

Business Name: - Black & Veatch, Corp.

Representative Name/Title: Don Franklin, Senior Engineering Manager

Date: 6/6/2023

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)

Chao & Associates, Inc.

Company Name

7 Clusters Court

Physical Address

7 Clusters Court

Mailing Address

Columbia/SC

29210

City/State Zip Code + 4

803 772-8420 ext. 108

NA

()

()

Phone number

Fax number

David Chao

Kimberly Price

Primary Contact Name

Secondary Contact Name

DAVIDC@CHAOINC.COM

KIMN@CHAOINC.COM

Primary Contact Email Address

Secondary Contact Email Address

57-0848493

V001545

Federal ID #

Vendor #

2) Subcontractors Company information (Primary/Main office location)

F&ME Consultants, Inc.

Company Name

211 Business Park Blvd.

Physical Address

211 Business Park Blvd.

Mailing Address

Columbia, SC 29203

29203

City/State Zip Code + 4

803 521 3195

NA

()

()

Phone number

Fax number

Andy Whitfield

Carrie Counts

Primary Contact Name

Secondary Contact Name

awhitfield@fmeconsultants.com

ccounts@fmeconsultants.com

Primary Contact Email Address

Secondary Contact Email Address

61-1725606

V015054

Federal ID #

Vendor #



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-3950

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 5/31/2023 Mentor Amount: \$183,043
 Project Name: Metro ☐ ☐ ☐ Dewatering ☐ off ☐ receiving Station Mentor % of Total Contract: 66.84%
 Project #: SS7623 Protégé Amount: \$90,800
 Mentor: Black & Veatch Corporation Protégé % of Total Contract: 33.16%
 Protégé: Chao and Associates, Inc. Duration of the Project: 17 months
 Total Project Contract Amount: \$273,843

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.

The full scope of services needs to be provided to the protégé and a meeting/discussion between the protégé and mentor needs to be held. The protégé and mentor must mutually agree upon the services the protégé will provide at 20% or more throughout the duration of the contract. These services should be based on current capabilities as well as developing and building upon new capacities and skills sets.

A completed Business Information Records (BIR) form is required, and will be reviewed along with this Implementation Plan. **The information recorded in the BIR must be consistent with the Implementation 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.

A formal subconsultant agreement will be signed between Black & Veatch Corporation [Black & Veatch] and Chao and Associates, Inc. [Chao] clearly defining the scope of work Chao is to provide including the contract amount and schedule. Chao's role in the project will be to primarily provide geotechnical services, survey services, and structural design. Chao will also provide a portion of project administration, bidding and award services, engineering services during construction, and project closeout tasks. A design kickoff meeting will be scheduled.

2. How does the work performed in this project relate to the goals identified in your MPP Team Agreement and Business Plan?

[This phase of the project includes design and construction phase services and will provide an opportunity for the protégé to have a roll in project management and a roll in the technical design of the project. Both areas are identified as general goals for growth.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
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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 in which the team's success is being achieved.*

A schedule of deliverables will be established and agreed on by the M-□ team. Milestones dates will be assigned to each deliverable. Success will be achieved if □uality deliverables are made on-time.

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

Mentor:

□ey personnel includes □ob Osborne, □E □□ro□ect Manager□ Don Franklin, □E □Senior Engineering Manager□ and □enn Delebreaux, □E □Engineering Manager□ Black & Veatch currently has the e□uipment, materials, and insurance to perform the pro□ect.

Protégé:

□ey personnel includes David Chao, □E, □EED A□ □□ro□ect Manager□ and Caleb Hughes, □E □Structural Engineer□ Chao currently has the e□uipment, materials, and insurance to perform the pro□ect. Chao plans to use F&ME Consultants for surveying services.

Please ensure that all Subcontractors are listed on the Business Information Records (BIR) and complete items below:

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?
F&ME Consultants	Chao & Associates	Chao & Associates

Special Arrangements:

None re□uired.



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5. What scope of work is to be performed by each participant of the MPP team utilizing the proposed resources identified above?

a. Description of Mentor's responsibilities on project:

☐ Provide design, permitting, bidding, and construction phase services for the recommended improvements for the subject areas and provide project closeout services after construction is complete.

b. Description of Protégé responsibilities on project:

☐ Work related to structural design, permitting, bidding, construction, and closeout services.

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

Shared responsibilities include project administration, coordinated design documents, bidding questions, construction services, and project closeout services.

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

Chao & Associates will be utilized during all phases.

☐ Preliminary Design - 1.5 months

Final Design - 3.5 months

Bidding - 4 months

Substantial Completion - 6 months

Construction Final Completion/Closeout - 2 months

7. Outline of regularly scheduled meeting between Mentor and Protégé (Progress reporting).

☐ Review progress for each deliverable with project calls during all phases of the project.
Complete semi-annual M-Q reports.

8. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

☐ Protégé will be paid on percent complete of lump sum tasks. 100% of lump sum will be paid on completion of final deliverable. Invoice and payments to be made on a monthly basis.



CITY OF COLUMBIA

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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

MPP participants acknowledge that any change orders/contract amendments to this project will require a completed Implementation Plan Addendum for each change order/contract amendment made to the project.

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

EXECUTED by Black & Veatch Corp. (Mentor Firm) this 31 day of May 2023.
Corporate SEAL

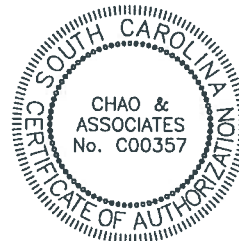
By: William J. Wells
Title: Vice President
Firm Name: Black & Veatch Corp.



ATTEST:
By: Andrea C. Bernica
Title: Assistant Secretary

EXECUTED by Chao & Associates, Inc. (Protégé Firm) this 1 day of June 2023.
Corporate SEAL

By: David Chao
Title: President
Firm Name: Chao & Associates



ATTEST:
By: Caleb Hughes
Title: Structural Engineer

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 8th day of June 2023.

By: LaTonya B Germany

Title: Program Compliance Specialist



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Contract for Project SS7464; Crane Creek 02 & 04 Sanitary Sewer Evaluation Survey (SSES) Rehabilitation Project, as requested by Columbia Water on April 2, 2023. Award to North American Pipeline Management, Inc., in an amount not to exceed \$12,067,951.50, which includes contingency. This contractor is located in Greenville, SC.

REQUISITION NO.: R214483

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering - Water and Sewer Improvements (5529999-SS746401-658650). The original budget amount is \$13,548,653.58.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: Yes

PURPOSE:

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 14% CDBE goal. The CDBE percentage is currently at 7.00%. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE program. North American Pipeline Management, Inc. is the prime contractor and will provide sewer rehabilitation services at 54.66% (\$5,996,795.00) of the total contract amount.

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

LA Barrier & Son, a Minority Business Enterprise (W) and a CDBE located in Lexington, SC, will provide trucking services at 1.61% (\$176,961.00) of the total contract amount.

Curly Contracting Acquisition LLC, a Minority Business Enterprise (W) and a DBE located in Winchester, IN, will provide manhole rehabilitation at 5.39% (\$591,000.00) of the total contract amount.

BLD Services, LLC, located in Kenner, LA, will provide lateral cured in place pipe lining at 17.23% (\$1,890,300.00) of the total contract amount.

AM-Liner East, Inc., located in Berryville, VA, will provide mainline cured in place pipe lining at 21.02% (\$2,305,809.00) of the total contract amount.

Dennis Corporation, located in Columbia, SC, will provide surveying at 0.09% (\$10,000.00) of the total contract amount.

There were three (3) responsive and responsible bids received for this project under BID031-22-23-LB.

The total construction time allocated for this project is three hundred ninety-five (395) consecutive calendar days from the commencement date as specified in the Notice to Proceed to substantial completion with an additional sixty-five (65) consecutive calendar days to final completion for a total construction time of four hundred sixty (460) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$10,970,865.00
Contingency (10%)	\$ 1,097,086.50
Total	\$12,067,951.50

ATTACHMENTS:

- **#a:** APPROVED SS7464 Agreement (PDF)
- **#b:** Construction Contract MT Memo SS7464 (PDF)
- **#c:** OBO Memo on CDBE Goal for SS7464 (PDF)
- **#e:** Official BID Tabulation (PDF)
- **#f:** OBO Compliance Memo (PDF)
- **#g:** NAPM BIR Form SS7464 (PDF)

Contract

City of Columbia, South Carolina

SS7464 CDBE

Crane Creek 02 & 04 SSES Rehabilitation Project

BID031-22-23-LB

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and North American Pipeline Management, Inc. with legal address and principal place of business at 12 E. Montclair Avenue, Greenville, SC 29609, 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 Hazen and Sawyer.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be three hundred ninety-five (395) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional sixty-five (65) consecutive calendar days to final completion for a total construction time of four hundred sixty (460) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There shall be an additional one hundred eighty (180) consecutive calendar days added for contract closeout such as providing as built drawings, testing, invoicing, etc.

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 at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as Ten Million Nine Hundred Seventy Thousand Eight Hundred Sixty-Five Dollars and Zero Cents (\$10,970,865.00). This Contract also provides for an additional contingency in the amount of One Million Ninety-Seven Thousand Eighty-Six Dollars and Fifty Cents (\$1,097,086.50) to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay beyond the date set for substantial completion and **One Thousand Dollars and Zero Cents (\$1,000.00)** per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

7.2 Liquidated damages will be assessed for the above listed amounts for each and every day the Work remains incomplete beyond the date of Substantial Completion and the date of Final Completion, either date being independent of the other.

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

ARTICLE 8. ASSURANCE.

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

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

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems

necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Part 15 "General Specifications", Part 17 "Specifications for Sanitary Sewers" and Part 20 "Specifications for Sodding, Fertilizing and Seeding" of the City of Columbia's Engineering Regulations.

9.2.8 Contract Documents and Specifications.

9.2.9 Location Maps.

9.2.10 Drawings, numbered G01 through CD07, inclusive and dated March 29, 2023.

9.2.11 Addenda numbers 1 to 2, inclusive.

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

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

Space Intentionally Left Blank

Contractor
_____BY

(CORPORATE SEAL)

Attest
_____Address for giving notices:

Date: _____

Owner
_____City of Columbia, SC
_____BY
_____Teresa Wilson, City Manager
_____Attest
_____Address for giving notices:
_____Department of Procurement and Contracts1800 Main Street, 2nd FloorColumbia, SC 29201

Date: _____

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

APPROVED AS TO FORM


Legal Department City of Columbia, SC

07/25/2023



We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: August 15, 2023

Subject: Recommendation for Approval
Construction Contract – North American Pipeline Management, Inc. (NAPM)
SS7464 – Crane Creek 02 and 04 SSES and Sewer Rehabilitation

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Construction Contract with NAPM, Inc. to provide funding for the Crane Creek 02 and 04 SSES and Sewer Rehabilitation Project. The amount of this contract is \$12,067,951.50.

The purpose of this project is to rehabilitate degraded sewer pipe, sewer manholes, and service lateral assets as necessary to renew the existing assets in Crane Creek 02 and 04 sub-basin. Rehabilitation efforts are intended to identify and correct problems that may lead to sanitary sewer overflows (SSOs) through structural, operations and maintenance, and infiltration and inflow (I/I) related defects of City wastewater assets. 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. The project was competitively bid.

This is a CDBE project with a 14% goal. NAPM has 7% CDBE/DBE combined participation. This contract has received OBO approval.

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

Event Number	Bid031-22-23-LB Addendum 1	Organization	City of Columbia, SC
Event Title	Crane Creek 02 and 04 SSES Rehabilitation I	Workgroup	Purchasing
Event Description	The Bid Opening will be held by conference	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	6/28/2023 04:30:01 PM (ET)	Phone	
Close Date	7/12/2023 10:00:00 AM (ET)	Fax	OFFICIAL BID TABULATION

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
North American Pipeline Manag	Marietta	GA	7/12/2023 07:32:57 AM (ET)	1	\$10,970,865.00
mcclam & associates inc	little mountain	SC	7/12/2023 09:38:42 AM (ET)	1	\$16,182,044.40
Vortex Services, LLC.	Greenville	SC	7/12/2023 09:31:06 AM (ET)	1	\$16,411,443.00
Gulf Coast Underground, LLC	Theodore	AL	7/12/2023 09:17:43 AM (ET)	1	\$18,417,472.85

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

***Gulf Coast Underground is non-responsive due to the fact that they failed to submit a CDBE CSP Commitment Affidavit, which was a requirement to be deeme**

ed a compliant bidder for this project.*



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: LaTonya Germany, Program Compliance Specialist

FROM: LaTrelle Bowdry, Bid Coordinator
Department of Procurement and Contracts

DATE: July 21, 2023

SUBJECT: PROJECT: BID#031-22-23-LB Crane Creek 02 and 04 SSES Rehabilitation Project (SS7464) CDBE

Bids for this project were opened publicly at 10:00 A.M., July 12, 2023.

Bids submitted for the referenced project were in participation with the Columbia Disadvantaged Business Enterprise (CDBE) Program. The apparent *responsive* low bidder is North American Pipeline Management, Inc. of Greenville, SC at \$10,970,865.00

Please review for Columbia Disadvantaged Business Enterprise Program 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: *LaTonya B Germany*
LaTonya Germany, Compliance Specialist

DATE: 07/21/2023

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / Unique Entity ID (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
LA Barrier & Son 115 Barrier Ln Lexington, SC 29073 (36-259-281 DUNS #)	V000047	Trucking	\$176,961.00	1.61 %	WBE CDBE	FB
Culy Contracting 5 Industrial Park Dr Winchester, IN 47394 (GDDEMPRLMYL1)	N/A	MH Rehab	\$591,000.00	5.39 %	WBE DBE	FB
BLD Services, LLC 2424 Tyler St Kenner, LS 70062 (MLV5S99RJLE7)	N/A	Lateral CIPP	\$1,890,300.00	17.23 %	N/A	N/A
AmLiner East, Inc. 601 Jack Enders Blvd Berryville, VA 22611 (KA9MMAMXJKK1)	N/A	Mainline CIPP	\$2,305,809.00	21.02 %	N/A	N/A
Dennis Corporation 1800 Huger St Columbia, SC 29201 (EBXDYLWJTQN3)	V010487	Survey	\$10,000.00	0.09 %	SBE	N/A
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 4,974,070.00

TOTAL CONTRACT AMOUNT: \$ 10,970,865.00

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: 7/12/2023



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-088 - Granting an encroachment to Capital City Financial Partners, care of Michael Norris and Josh Bradley, for the use of the right of way area of the 6200 block of Garners Ferry Road for the installation and maintenance of landscaping and irrigation adjacent to 6208 Garners Ferry Road, Richland County TMS# 16404-09-10

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on August 1, 2023.

ATTACHMENTS:

- **#a:** 2023-088 - 6208 Garners Ferry Encroachment (PDF)
- **#b:** 6208 Garners Ferry encroachment packet revision (PDF)

HISTORY:

08/01/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-088

Granting an encroachment to Capital City Financial Partners, care of Michael Norris and Josh Bradley, for the use of the right of way area of the 6200 block of Garners Ferry Road for the installation and maintenance of landscaping and irrigation adjacent to 6208 Garners Ferry Road, Richland County TMS# 16404-09-10

WHEREAS, Capital City Financial Partners, care of Michael Norris and Josh Bradley, (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 6200 block of Garners Ferry Road for the installation and maintenance of landscaping and irrigation adjacent to 6208 Garners Ferry Road, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2023, that Grantee is hereby granted the right to use the right of way area of the 6200 block of Garners Ferry Road adjacent to 6208 Garners Ferry Road, Richland County TMS# 16404-09-10, for the installation and maintenance of landscaping and irrigation as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
8. Prior to installation of landscaping and irrigation, coordinate with Columbia Water the location of a sewer main running parallel to sidewalk to ensure no conflicts between landscaping and utility lines.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-088**



**6200 BLOCK OF GARNERS FERRY ROAD
ADJACENT TO 6208 GARNERS FERRY ROAD
LANDSCAPING AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 6208 Garners Ferry Road
Council District:	4
Proposal:	The applicant is requesting an encroachment for installation and maintenance of landscaping and irrigation.
Applicant:	Capital City Financial Partners, care of Michael Norris and Josh Bradley
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of landscaping and irrigation adjacent to 6208 Garners Ferry Road, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Prior to installation of landscaping and irrigation, coordinate with Columbia Water the location of a sewer main running parallel to sidewalk to ensure no conflicts between landscaping and utility lines.
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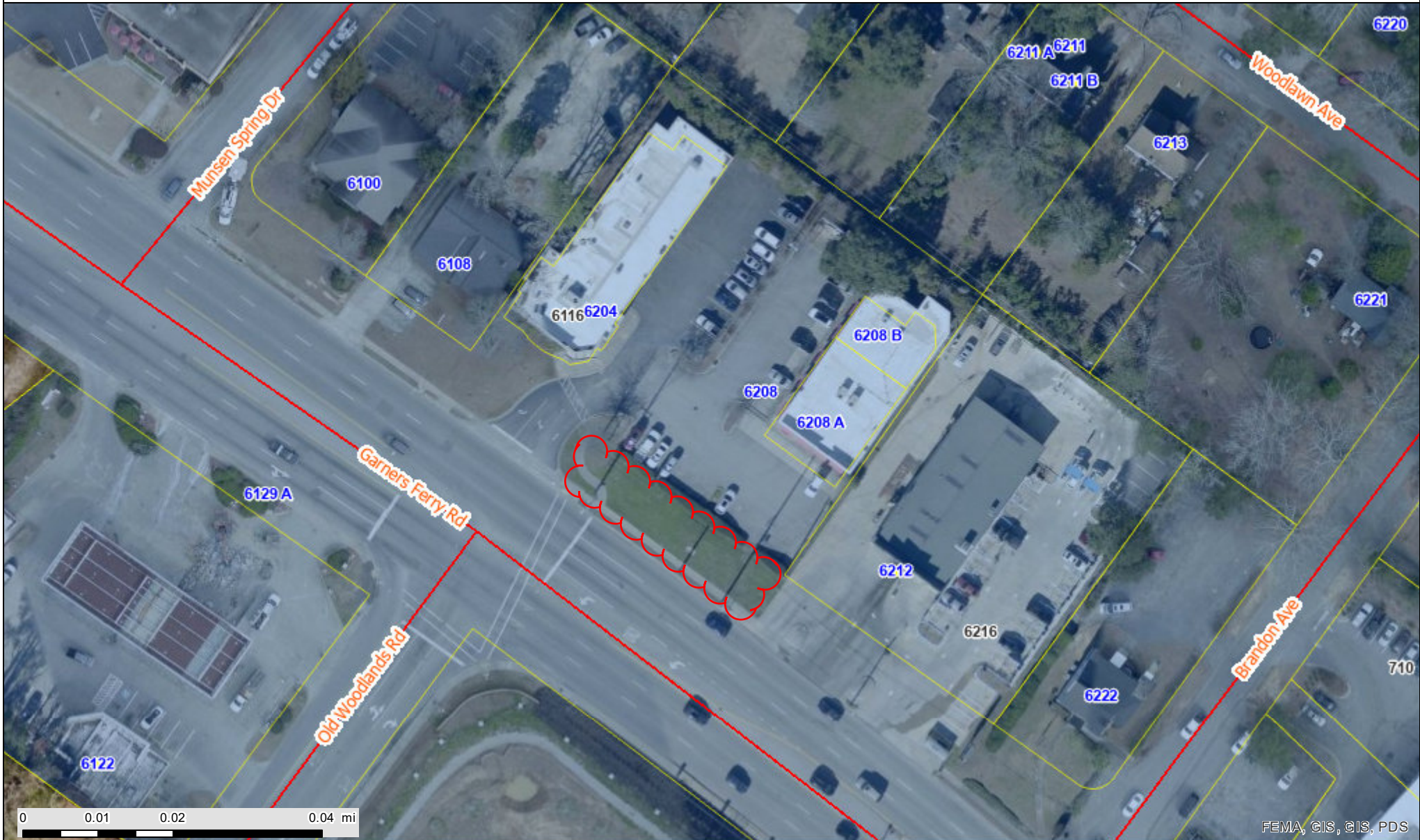
City of Columbia

City of Columbia GIS

16.b



Thursday, June 29, 2023



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Packet Pg. 194



Permanent Encroachment

Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

	Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.	☐	☒ RBB
A completed and signed Application Form	☐	☒ RBB
Letters of Agency for all applications where the applicant is not the owner of the subject property	☐	☒ —
Pictures or specification sheet of the items to permanently encroach the Right-of-way	☐	☒ RBP
Existing Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	☐
Proposed Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	☒ RBB



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name Michael Norris + Josh Bradley	
Company (if applicable) Capital City Financial Partners	
Address (street, city, state, zip) 6208 Garners Ferry Road - Suite A Columbia, SC 29209	
Phone (803) 782-0671	Email Michael@CapitalCityFP.com

2. Property Information

Address 6208 Garners Ferry Road - Suite A Columbia, SC 29209	
Tax Map Reference Number(s) R16404-09-10	
Current use Light commercial (office) C-3 Zoning	Proposed use Light commercial (office) C-3 Zoning (NO CHANGE)

3. Property Ownership

Does the applicant own the adjacent property? ☒ Yes ☐ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

Running along Garner's Ferry, across from the VA, we would like to invest into landscaping of the grassy area between the road & the existing bush line. There is an enclosed screenshot to further specify the area of interest.

Landscaping would include various small, low-height, ornamental plants, as well as a few small + manageable trees (like, for example, a Pindo Palm). Additionally, mulching swaths of the specified area - to match that of the VA hospital's mulch across the street. It should be noted that any tree, small as it may be, will not be placed where it could, one day, grow to interfere with utility lines, both above & below. No permanent structures are planned. If irrigation is deemed necessary, we would opt for above-ground drip-irrigation, sourced from our office building.

For staff use only

Date received (M/D/Y):

By:



Permanent Encroachment Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

This shall be a site plan of the existing conditions or a plat of survey, to scale and fully dimensioned.

Proposed Site Plan

The proposed site plan shall be prepared to scale and fully dimensioned, and include the following:

	Applicant	Staff
Total acreage	☐	☒
Location of lots and outlets (numbered and area in square feet)	☒	☒
Location of buildings (including setbacks from property lines and distances between buildings) N/A	☒	☒
Location of parking and access/driveways (Pictured)	☒	☒
Location of rights-of-way and/or easements for streets, railroads, and utility (Pictured)	☒	☒
Lines upon and abutting subject property	☐	☒
Location of streets, alleys, railroads, and utility lines upon and abutting subject property (Pictured)	☒	☒
Section of sidewalk or right-of-way to be used for the encroachment	☒	☒
Proposed placement of permanent items and furnishings on the sidewalk N/A	☒	☒
Proposed placement of permanent items and furnishings in the right-of-way N/A	☒	☒
Location and height of all fences, walls, and exterior lighting in the right-of-way N/A	☐	☒
North arrow	☒	☒
Scale	☐	☒
Vicinity map (at 1 inch equals 1,000 feet)	☐	☒

6. Acknowledgement

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment.

Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required.

In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation.



Permanent Encroachment

Application and Checklist

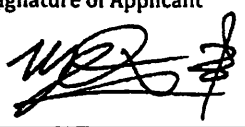
Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant 	
Print Name Michael Norris	Date 06/27/23



City of Columbia



This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Monday, July 17, 2023

Address Point

- Active
- Vacant
- Tax Parcel

Street & Ownership

- Interstate

- Highway
- City Maintained
- State Maintained
- - Private
- Others
- Columbia City Limits

Other Municipality

- Arcadia Lakes
- Blythewood
- Cayce
- Chapin
- Eastover

- Forest Acres
- Irmo
- Lexington
- West Columbia

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We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: AMENDMENT TO THE UNIFIED DEVELOPMENT
ORDINANCE - Personal Services Uses

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-096 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 4: Use Regulations, Sec. 17-4.2, Principal Uses, d. Personal Services Uses

Proposal: Amendment to the text of Chapter 17 of the Columbia Code of Ordinances entitled “Unified Development Ordinance of the City of Columbia, South Carolina”

Applicant: Peter Brown, City Council District IV Representative

Staff Recommendation: Approval

PC Recommendation: 7/13/23; Approval (5-0)

ATTACHMENTS:

- **#a:** Piercing_Tattoo Packet_ZPH (PDF)
- **#b:** 2023-096 - UDO Changes Sec. 17-4.2 (PDF)



CITY OF COLUMBIA

August 15th at 4:00pm

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

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE

Body Piercing & Tattoo Establishments

Proposal: Request to amend the Unified Development Ordinance, Chapter 17, Article 4: Use Regulations to remove the Fort Jackson spacing requirement for body piercing and tattoo establishments

Applicant: Peter Brown, City Council District IV Representative

Staff Recommendation: City Council Sponsored

PC Recommendation: 7/13/23; Approval (5-0)

ZPH, 1st Reading: 08/15/2023; Pending

2nd Reading: 09/05/2023; Pending

DETAILS

The Unified Development Ordinance was adopted by City Council on August 20, 2019 and took effect on August 30, 2021. Body piercing and tattoo establishments are permitted conditionally in the MU-2, NAC, CAC, RAC, GC, MC, and LI zoning districts. The condition of approval states, “A body piercing or tattoo establishment shall be located at least 100 feet from residential zoning districts, and at least 1,000 feet from any other body piercing or tattoo establishment and the INS-FJ District.” (Fort Jackson).

Councilman Brown requested staff examine the spacing requirement for Fort Jackson after an inquiry from the owner of a potential tattoo establishment whose location was within the required 1,000 feet from the Fort, but physically separated by I-77. The requirement was included due to the understanding, at the time, of military policies that discouraged such establishments near bases. Upon researching the issue, staff became aware that, as of 2021, the Army opened a tattoo shop on base at Fort Bliss, and no longer maintained prohibitive policies related to tattoo establishments. To confirm this would not be perceived as harmful to base operations, staff consulted with Fort Jackson representatives who responded they did not object to the amendment. This amendment will not affect the other conditions and the spacing requirements for residential zoning districts and other body and tattoo establishments will remain in place.

RECOMMENDATION

Representatives from Fort Jackson support the request.

Article 4: Use Regulations**Sec. 17-4.2. Principal Uses****(c) Standards for Specific Principal Uses**

- (a) The establishment shall produce no more than 15,000 barrels or 475,000 gallons per year of ales, beers, meads, and similar beverages.
- (b) The minimum area of the eating, drinking, and entertainment area of the establishment shall be 45 percent of the total square footage of the establishment, or 1,500 square feet, whichever is greater.
- (c) Outdoor storage is prohibited. This prohibition includes the use of portable storage units, cargo containers, and tractor trailers.
- (d) Access and loading areas facing any street, adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials, other supplies, and finished products into and out of the building.
- (e) Crushing and fermentation operations shall be managed in such a way that byproducts are contained and disposed of in a way that does not result in spill-over impacts on adjacent property, public spaces, or public rights-of-way.

d. Personal Services Uses**1. Body Piercing or Tattoo Establishment**

A body piercing or tattoo establishment shall be located at least 100 feet from Residential zoning districts, and at least 1,000 feet from any other body piercing or tattoo establishment ~~and the INS-FJ District.~~

2. Dry Cleaning Pick Up

Any on-site cleaning shall:

- (i) Be limited to work brought in over the counter or by normal customer service delivery truck; and
- (ii) Be housed within an enclosed building.

3. Non-depository Personal Credit Institution

- (i) Non-depository personal credit institutions (payday loan and/or title loan establishments) shall comply with the following standards:
 - (a) A non-depository personal credit institution shall be at least 3,000 feet from any lot containing another non-depository personal credit institution.
 - (b) A non-depository personal credit institution shall be located in a building with at least 12,000 square feet of gross floor area.

ORDINANCE NO.: 2023-096

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 4: Use Regulations, Sec. 17-4.2, Principal Uses, d. Personal Services Uses

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2023, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 4: Use Regulations, Sec. 17-4.2, Principal Uses, d. Personal Services Uses is amended to read as follows:

Sec. 17-4.2 Principal Uses**d. Personal Services Uses****1. Body Piercing or Tattoo Establishment**

A body piercing or tattoo establishment shall be located at least 100 feet from Residential zoning districts, and at least 1,000 feet from any other body piercing or tattoo establishment ~~and the INS FJ District.~~

2. Dry Cleaning Pick Up

Any on-site cleaning shall:

- (i) Be limited to work brought in over the counter or by normal customer service delivery truck; and
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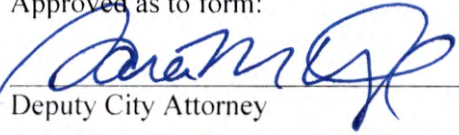
Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT for 34.4 Acres S/S of I-20 at Spears Creek Church Road; TMS#28800-06-05 (portion)

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:
Ordinance No.: 2023-094 - Amending the Official Zoning Map to modify the zoning for 34.4 Acres S/S of I-20 at Spears Creek Church Road, Richland County TMS# 28800-06-05 (portion)

Council District: 4

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

Applicant: Madison Pickrel, HVP3 Development, LLC

Staff Recommendation: Approval

PC Recommendation: 07/13/2023; Approval (5-0)

ATTACHMENTS:

- **#a:** ZMA_2023-0012_SpearsCreek_ZPH(PDF)
- **#b:** 2023-094 - Zoning Map Amendment to Rezone 34.4 Acres I-20 at Spears Creek Church Road(PDF)
- **#c:** SS I-20 at Spears Creek Church - Zoning Map (PDF)



CITY COUNCIL

August 15, 2023 at 4:00pm

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

Zoning Map Amendment Case Summary **34.4 Acres S/S of I-20 @ Spears Creek Church Road, p/o** **TMS# 28800-06-05**

Council District:	4
Proposal:	Request to rezone the property from General Commercial District (GC) to Residential Mixed District (RM-1).
Applicant:	Madison Pickrel, HVP3 Development, LLC
Staff Recommendation:	Approval
PC Recommendation:	07/13/2023; Approval (5-0)
ZPH, 1st Reading:	08/15/2023; Pending
2nd Reading:	09/05/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 34.4 Ac
Current Use: Agricultural
Proposed Use: Commercial/Residential
Land Use Classification: Community Activity Corridor (AC-2)
Current Zoning: General Commercial (GC)
Proposed Zoning: Residential Mixed (RM-1)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use classification for the subject property is Community Activity Corridor (AC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Refer to attached land use classification description.

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

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

PROPOSED ZONING DISTRICT SUMMARY

The subject property currently has base zoning of General Commercial District (GC). The nearby properties in the City of Columbia have base zoning of Light Industrial (LI) to the North across I-20, Residential Mixed District (RM-1) to the West, and Institutional-Fort Jackson District (INS-FJ) to the South.

The proposed zoning district is Residential Mixed District (RM-1).

Refer to attached zoning district classification descriptions.

STAFF RECOMMENDATION

Staff finds that the proposed zoning is consistent with the future land use classifications in the Columbia Compass plan and that a recommendation to approve is appropriate.



Future Land Use

S/S of I-20 at Spears Creek Church Road (portion), TMS# 28800-06-05
Future Land Use: Community Activity Corridor (AC-2)

18.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- 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
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

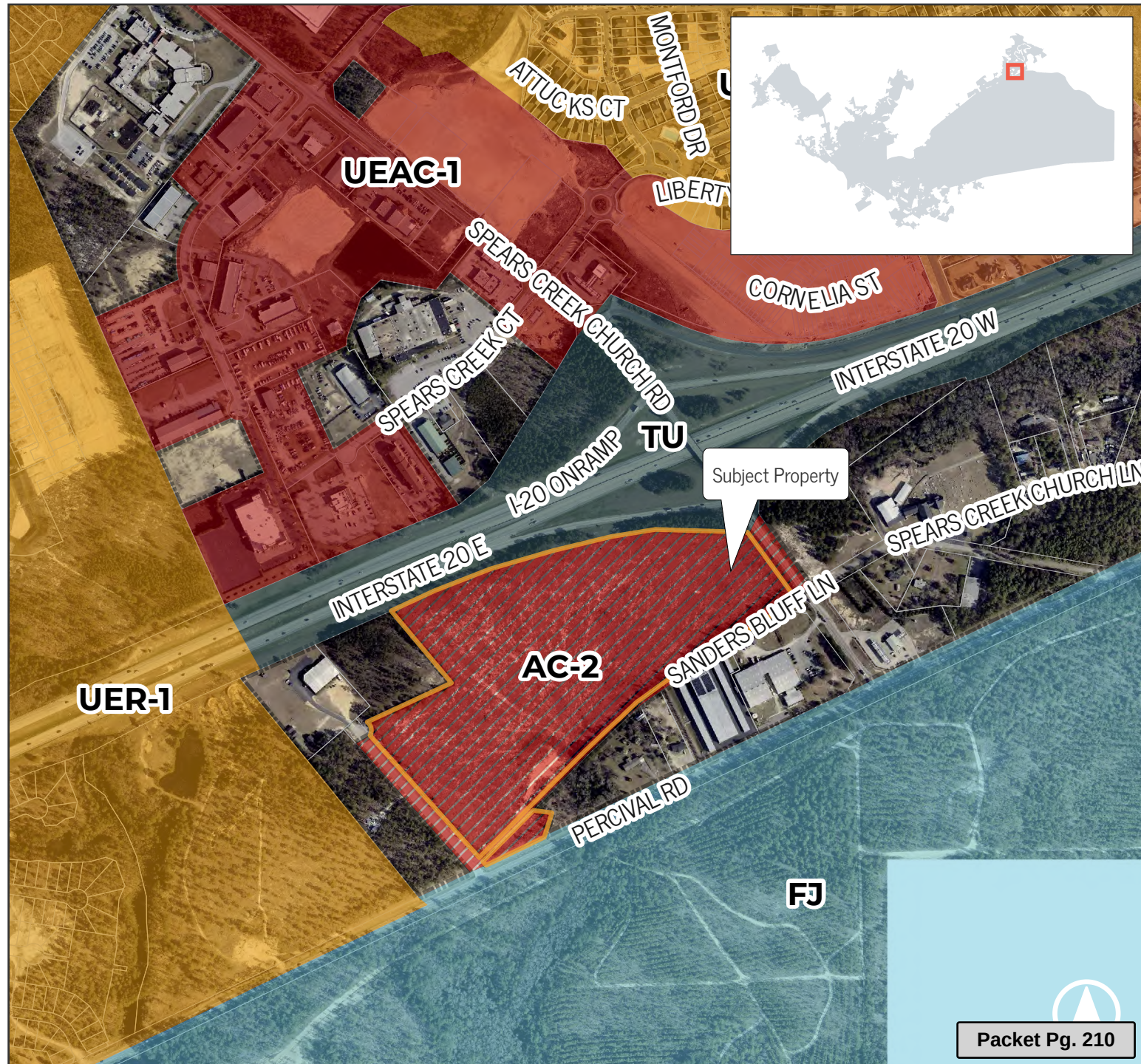
0 400 800 Feet

Planning & Development Services Department

Created by: ladeforth Date: 6/16/2023



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Zoning

S/S of I-20 at Spears Creek Church Road (portion), TMS# 28800-06-05 (p)

Current Zoning: General Commercial (GC)

Proposed Zoning: Residential Mixed District (RM-1)

18.a

Legend

- GC: General Commercial District
- RM-1: Residential Mixed
- LI: Light Industrial District
- PD: Planned Development
- INS-FJ: Institutional - Fort Jackson District
- Parcels
- City Limits



0 200 400 Feet

**Planning & Development
Services Department**

Created by: ladeforth Date: 6/21/2023



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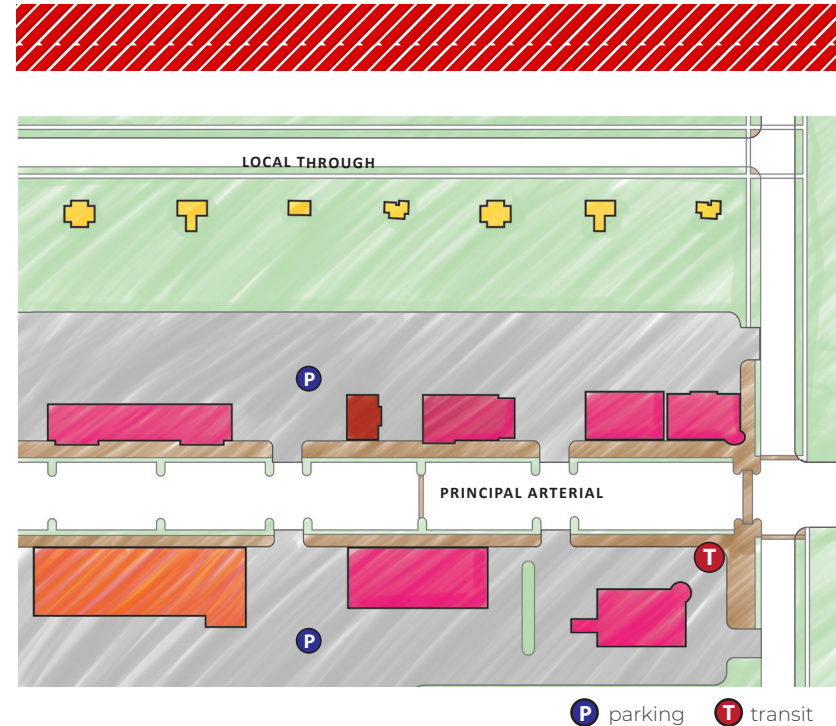
Packet Pg. 211

Existing Future Land Use Classification

Development Types

COMMUNITY ACTIVITY CORRIDOR (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.



AC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

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

See matrix for appropriate park/open space types.

Development Types

AC-2 DEVELOPMENT PATTERN/CONTEXT

- Streets are principal or minor arterial roads carrying high traffic volumes,
- Blocks are not the base component for this development type.
- Lots are large and adequately deep and wide to accommodate groups of smaller businesses or medium to larger format buildings with sufficient parking. Floor area ratios (FARs) are usually in the range of 0.2 to 0.25 for these corridors, but FARs of 3.0 or greater may be appropriate as infill and redevelopment occur.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk, or setback with parking lots in front of the buildings. In new or redevelopment projects, setting the buildings close to the street is preferred with side or rear lots. Access to businesses should be provided from the sidewalk. Buildings may be out-lot, freestanding structures, or in attached strip mall-type structures.
- Designated off-street parking areas are typically located in front of or behind each building; corridors may also have on-street parking.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians, bicyclists, transit users, and motorists, as well as accessibility for all businesses.



- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards are typical.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories.

Existing Zoning District



GC: General Commercial District

Purpose

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers.

Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

Intensity and Dimensional Standards

(1) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	20
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	75

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

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Community recreation center ²	Elementary, middle, or high school
Dwelling, mixed-use ²	Cultural facility	School, business or trade
Dwelling, multifamily ²	Day care facility ¹	Hospital
Dwelling, single-family detached ²	Government office	Laboratory, medical or dental
Dwelling, two-family ²	Library	Medical or dental clinic/office
Continuing care retirement community (CCRC) ¹	Membership organization facility	Nursing care facility
Residential care facility ²	Place of worship ¹	Arboretum or botanical garden
Broadcasting studio	Public safety facility	Cemetery
Newspaper or periodical publishing establishment	Social services facility	Park or greenway ¹
	College or university	Park and ride

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

GC: GENERAL COMMERCIAL

Parking lot ¹	Non-depository personal credit institution ¹	Community garden ²
Parking structure ²	Repair of personal goods	Crop production and processing
Passenger terminal, surface transportation	Car wash	Warehouse distribution and storage ²
Utility facility, major ²	Amusement park	Wholesale sales, not elsewhere listed ²
Utility facility, minor	Arena, stadium, or outdoor theater	Manufacturing, assembly, or fabrication, light
Animal shelter ²	Banquet hall	
Kennel ¹	Performing arts center	
Veterinary hospital or clinic ¹	Recreation facility, indoor, not elsewhere listed	
Equipment rental	Recreation facility, outdoor, not elsewhere listed	
Laboratory, testing or research	Building supplies and equipment store ²	
Lawn, tree, or pest control services	Consumer goods store	
Linen or uniform supply	Convenience store ²	
Self-service storage ¹	Farmers' market	
Eating establishment only ¹	Fuel sales (bulk) ²	
Eating and drinking establishment, Type 1 ¹	Grocery store or food market ¹	
Eating and drinking establishment, Type 2 ²	Liquor store ²	
Funeral home or mortuary	Pawn shop ²	
Business/Professional office	Commercial vehicle sales and rentals ¹	
Contractor's office	Gasoline sales and service station ¹	
Bank, retail	Personal vehicle repair and maintenance ²	
Beauty salon or barbershop	Personal vehicle sales and rentals ¹	
Body piercing or tattoo establishment ¹	Vehicle equipment supplies sales and rentals	
Dry cleaning pick-up ¹	Bed and breakfast ¹	
Laundry, coin-operated	Hotel or motel	
Nail salon		

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

Proposed Zoning District



RM-1: Residential Mixed District

Purpose

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

Intensity and Dimensional Standards

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

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

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

[2] Applies to individual lots under individual units.

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

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Library	Grocery store or food market ²
Cottage neighborhood development	Place of worship ²	Community garden ¹
Dwelling, live-work ¹	Public safety facility	Crop production and processing ²
Dwelling, multifamily	Elementary, middle, or high school ²	
Dwelling, single-family detached	Arboretum or botanical garden ²	
Dwelling, townhouse	Cemetery ²	
Dwelling, two-family	Park or greenway ¹	
Community recreation center	Utility facility, major ²	
Cultural facility ²	Utility facility, minor	
Day care facility ¹	Dry cleaning pick-up ¹	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2023-094

Amending the Official Zoning Map to modify the zoning for 34.4 Acres S/S of I-20 at Spears Creek Church Road, Richland County TMS# 28800-06-05 (portion)

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 34.4 Acres S/S of I-20 at Spears Creek Church Road, Richland County TMS# 28800-06-05 (Portion); and,

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

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

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

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

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

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

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 34.4 Acres S/S of I-20 at Spears Creek Church Road, Richland County TMS# 28800-06-05 (portion) and as shown in Attachment A, is hereby rezoned from General Commercial District (GC) to Residential Mixed District (RM-1). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

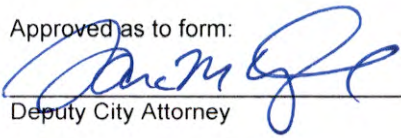
Assistant City Manager Gentry _____

Mayor _____

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

Zoning

S/S of I-20 at Spears Creek Church Road (portion), TMS# 28800-06-05 (p)

18.c

Current Zoning: General Commercial (GC)

Proposed Zoning: Residential Mixed District (RM-1)

Legend

- GC: General Commercial District
- RM-1: Residential Mixed
- LI: Light Industrial District
- PD: Planned Development
- INS-FJ: Institutional - Fort Jackson District
- Parcels
- City Limits



0 200 400 Feet

**Planning & Development
Services Department**

Created by: ladeforth Date: 6/21/2023



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Packet Pg. 221



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT CONFIRMATION for 800 Dutch Square Boulevard; TMS# 07401-07-21

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-095 - Amending the Official Zoning Map to confirm the zoning for 800 Dutch Square Boulevard, Richland County TMS# 07401-07-21; annexed by Ordinance No.: 2023-050 enacted May 16, 2023

Council District: 2

Proposal: Request to confirm the zoning of Community Activity Center/Corridor (CAC). The property currently has interim zoning of Community Activity Center/Corridor (CAC).

Applicant: The Midlands Housing Alliance, Inc.

Staff Recommendation: Approval

Annexation

PC Recommendation: 04/13/2023; Approval (5-0)

First Reading: 05/02/2023; Approved

Second Reading: 05/16/2023; Approved

FLU, ZMA Confirmation

PC Recommendation: 07/13/2023; Approval (5-0)

ATTACHMENTS:

- **#a:** ZMA-2023-0011_Confirm_DutchSq_ZPH (PDF)
- **#b:** 2023-095 - Zoning Map Amendment to confirm zoning of 800 Dutch Square Blvd (PDF)
- **#c:** 800 Dutch Square Blvd. - Zoning Map (PDF)



CITY COUNCIL

August 15, 2023 at 4:00pm

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

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY 800 Dutch Square Blvd., TMS# 07401-07-21

Council District:	2
Proposal:	Request to confirm the zoning of Community Activity Center/Corridor (CAC). The property currently has interim zoning of Community Activity Center/Corridor (CAC).
Applicant:	The Midlands Housing Alliance, Inc.
Staff Recommendation:	Approval
Annexation	
PC Recommendation:	04/13/2023; Approval (5-0)
First Reading:	05/02/2023; Approved
Second Reading:	05/16/2023; Approved
FLU, ZMA Confirmation	
PC Recommendation:	07/13/2023; Approval (5-0)
1 st Reading:	08/15/2023; Pending
2 nd Reading:	09/05/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 6.43 acres
Current Use: Commercial
Proposed Use: Commercial and Residential
Current Interim Land Use Classification: Urban Core Community Activity Center (UCAC-2)
Proposed Land Use Classification: Urban Core Community Activity Center (UCAC-2)
Current Interim Zoning: Community Activity Center/Corridor (CAC)
Proposed Zoning: Community Activity Center/Corridor (CAC)
Census Tract: 104.03

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Community Activity Center (UCAC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned an interim future land use of Urban Core Community Activity Center (UCAC-2).

Refer to attached land use classification description.

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

The subject property is located within the study area of the *Broad River Corridor and Community Master Plan*, adopted by Richland County in 2010. The property falls within the Dutch Square West Neighborhood Sub-Area (Page 48), and the Plan assigned a proposed land use character district of Transition Mixed-Use District to the

subject property, and indicates that the property falls within a half-mile radius of the nearby Corridor Mixed-Use District (Page 32). The property is within a half-mile radius of the Dutch Square Node (Page 61), but is not located within a catalyst project area and is not identified as an infill redevelopment opportunity (page 53).

PROPOSED ZONING DISTRICT SUMMARY

The parcel currently has interim zoning of Community Activity Center/Corridor (CAC). Surrounding parcels within the City of Columbia are currently zoned Regional Activity Center/Corridor (RAC) to the southeast, and Community Activity Center/Corridor (CAC) to the southwest. Surrounding parcels in unincorporated Richland County are currently zoned General Commercial (GC) to the east, west, and south, and residential low-density (RS-LD) to the north.

The proposed City of Columbia zoning district is Community Activity Center/Corridor (CAC).

Refer to attached zoning classification description.

STAFF RECOMMENDATION

Staff recommends the confirmation of the zoning of Community Activity Center/Corridor (CAC) on the property.



Future Land Use

800 Dutch Square Boulevard, TMS# 07401-07-21

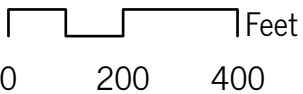
Current Future Land Use: Interim Urban Core Community Activity Center (UCAC-2)

Proposed Future Land Use: Urban Core Community Activity Center (UCAC-2)

19.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- 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
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

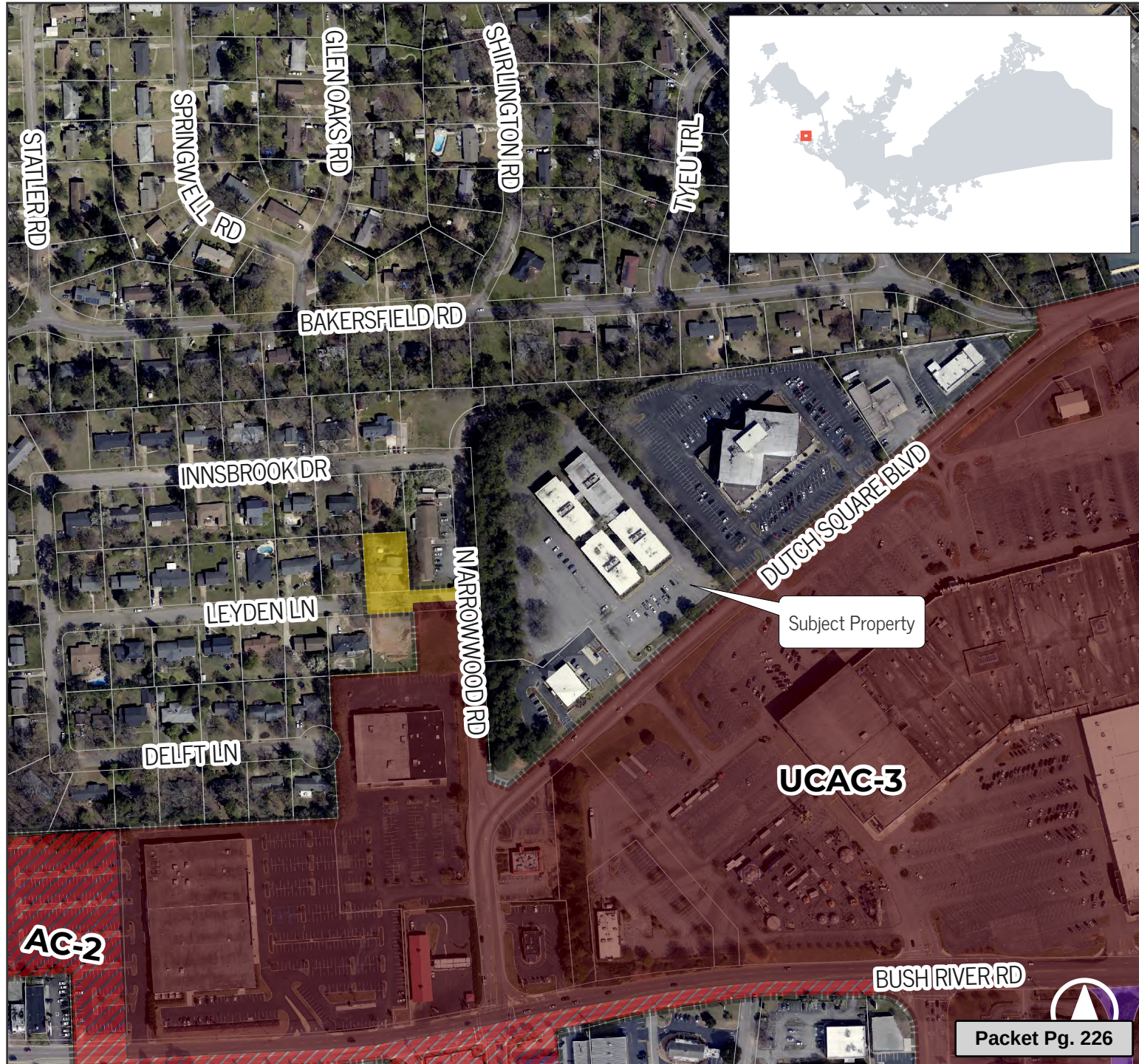


Planning & Development Services Department

Created by: ladeforth Date: 5/11/2023



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Zoning

800 Dutch Square Boulevard, TMS# 07401-07-21

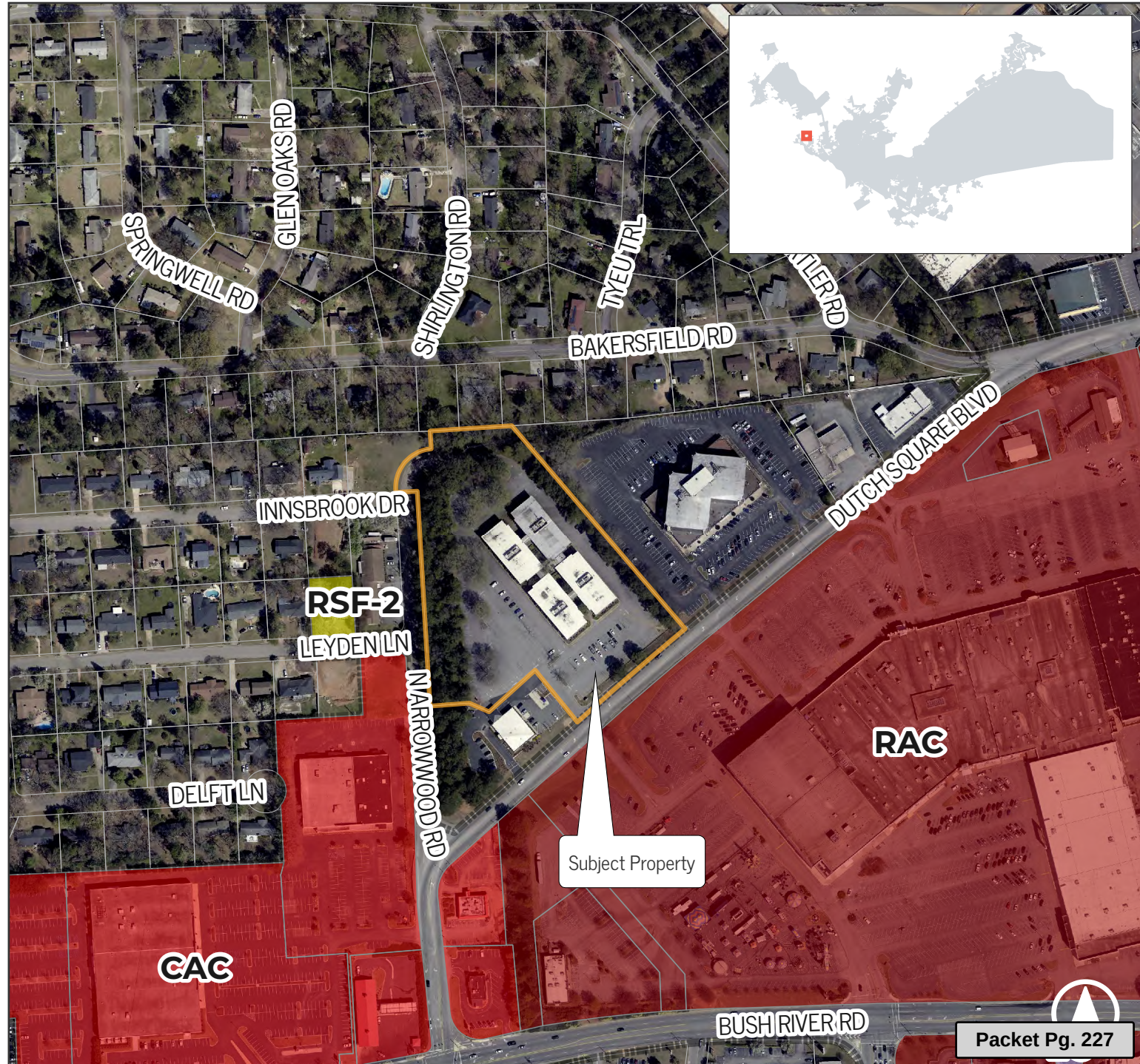
Current Zoning: Interim Community Activity Center/Corridor (CAC)

Proposed Zoning: Community Activity Center/Corridor (CAC)

19.a

Legend

- RAC: Regional Activity Center/Corridor
- CAC: Community Activity Center/Corridor
- RSF-2: Residential Single Family - Medium Lot District
- EC: Employment Campus District
- Parcels
- City Limits



0 200 400 Feet

Planning & Development
Services Department

Created by: ladeforth Date: 5/11/2023



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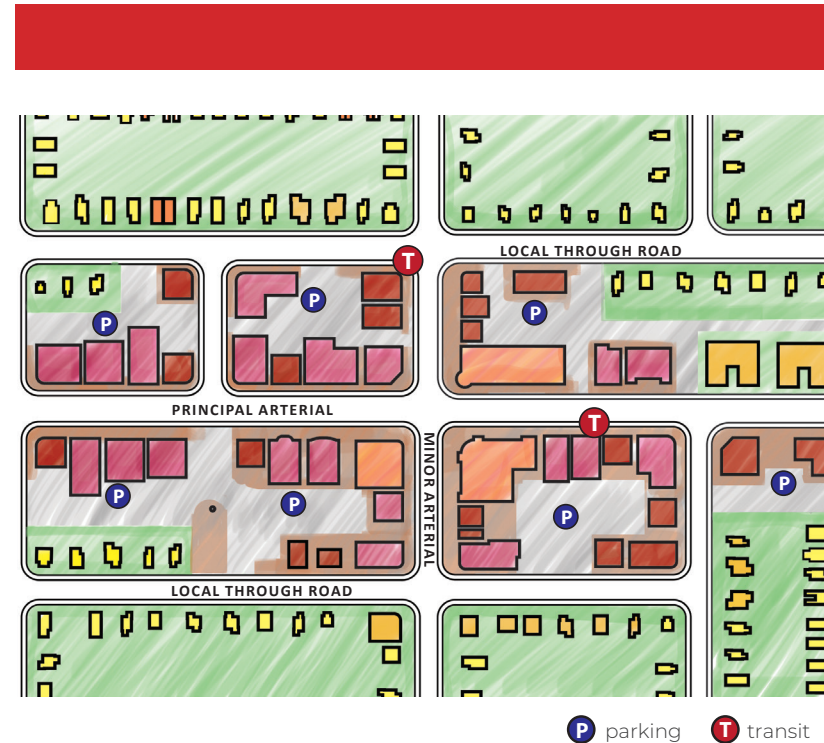
Packet Pg. 227

Existing Future Land Use Classification

Development Types

URBAN CORE COMMUNITY ACTIVITY CENTER (UCAC-2)

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 three-mile to five-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.



UCAC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

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

See matrix for appropriate park/open space types.

Development Types

UCAC-2 DEVELOPMENT PATTERN/CONTEXT

- Blocks are square or rectangular, and the uses in the activity center typically occupy only a quarter or half of the block. Alleyways are not common but can be used in redevelopment or infill to provide access to rear parking lots.
- The subdivision of lots is regular within a block with small, equally sized parcels typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings in an activity center. Deeper lots are typically found along major roads.
- Buildings are typically set to the sidewalk edge or may have a small lawn when a converted residential structure is used. Entrances should be located on the main façade. Front yard setbacks are typically consistent along a block.
- Individual buildings may be attached or built close to each other to establish a continuous street frontage. Individual lots may have only one narrow side yard and a zero lot line setback from front or side property lines.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may just utilize on-street parking or may have small parking areas behind the building; activity center parking may be shared in small lots, and in some cases structured parking may be required in Community Activity Centers. Multimodal transit should also be factored into the design of activity centers.
- Open spaces in the form of neighborhood parks, plazas, linear parks, and greens are also contributing uses in an activity center. Pedestrian-oriented streetscape elements such as benches,



street trees, landscaping, and outdoor dining areas are typical.

- Architectural detailing is human scale but may include grander elements than found in Neighborhood Activity Centers. The majority of buildings are two to four stories; taller structures are strategically located where increased density and intensity are appropriate.

Proposed Zoning District



CAC: Community Activity Center/Corridor District

Purpose

The purpose of the Community Activity Center/Corridor (CAC) District is to provide lands that accommodate moderate-density, walkable, and medium-scale mixed-use development, and commercial development that serves multiple neighborhoods. Some auto-oriented uses are allowed, but the design and location of those uses must be compatible with and support pedestrian-oriented development. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, recreation/entertainment, cultural facilities, restaurants, and drinking establishments. *No minimum parking.

Intensity and Dimensional Standards

Standard	Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	5,000
1 Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	N/A	
2 Front Yard Setback, (ft.)	Min.	5 [1]
	Max.	15 [1]
3 Side Yard Setback, min. (ft.)	0 to 5	
4 Rear Yard Setback, min. (ft.)	20	
5 Building Height, max. (ft.)	75	

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

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for properties on the same block face, if more than 50 percent of the lots on the block face have buildings.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

Dwelling, live-work ¹	Broadcasting studio	Public safety facility
Dwelling, mixed-use	Newspaper or periodical publishing establishment	Social services facility
Dwelling, multifamily	Community recreation center	College or university
Continuing care retirement community (CCRC) ¹	Cultural facility	Elementary, middle, or high school
Dormitory, public	Day care facility ¹	School, business or trade
Fraternity or sorority house ²	Government office	Hospital
Residential care facility ²	Library	Laboratory, medical or dental
Rooming house or boardinghouse ²	Membership organization facility	Medical or dental clinic/office
	Place of worship ¹	Nursing care facility
		Arboretum or botanical garden

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

CAC: COMMUNITY ACTIVITY CENTER/CORRIDOR

Cemetery	Performing arts center
Park or greenway ¹	Recreation facility, indoor, not elsewhere listed
Park and ride	Recreation facility, outdoor, not elsewhere listed
Parking lot ¹	Consumer goods store
Parking structure ¹	Convenience store ²
Passenger terminal, surface transportation	Farmers' market
Utility facility, major ²	Grocery store or food market
Utility facility, minor	Liquor store ²
Kennel ¹	Pawn shop ²
Veterinary hospital or clinic ¹	Gasoline sales and service station ¹
Self-service storage ¹	Personal vehicle repair and maintenance ¹
Eating establishment only ¹	Vehicle equipment supplies sales and rentals
Eating and drinking establishment, Type 1 ¹	Hotel or motel
Eating and drinking establishment, Type 2 ²	Community garden ¹
Funeral home or mortuary	Manufacturing, assembly, or fabrication, light
Business/Professional office	
Contractor's office	
Bank, retail	
Beauty salon or barbershop	
Body piercing or tattoo establishment ¹	
Dry cleaning pick-up ¹	
Laundry, coin-operated	
Nail salon	
Repair of personal goods	
Car wash	
Banquet hall	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2023-095

Amending the Official Zoning Map to confirm the zoning for 800 Dutch Square Boulevard, Richland County TMS# 07401-07-21; annexed by Ordinance No.: 2023-050 enacted May 16, 2023

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to confirm the zoning for 800 Dutch Square Boulevard, Richland County TMS# 07401-07-21; and,

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

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

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

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

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

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

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 800 Dutch Square Boulevard and TMS# 07401-07-21 containing 6.43 acres and as shown in Attachment A, is hereby confirmed as Community Activity/Corridor District (CAC). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

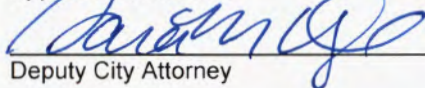
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Zoning

800 Dutch Square Boulevard, TMS# 07401-07-21

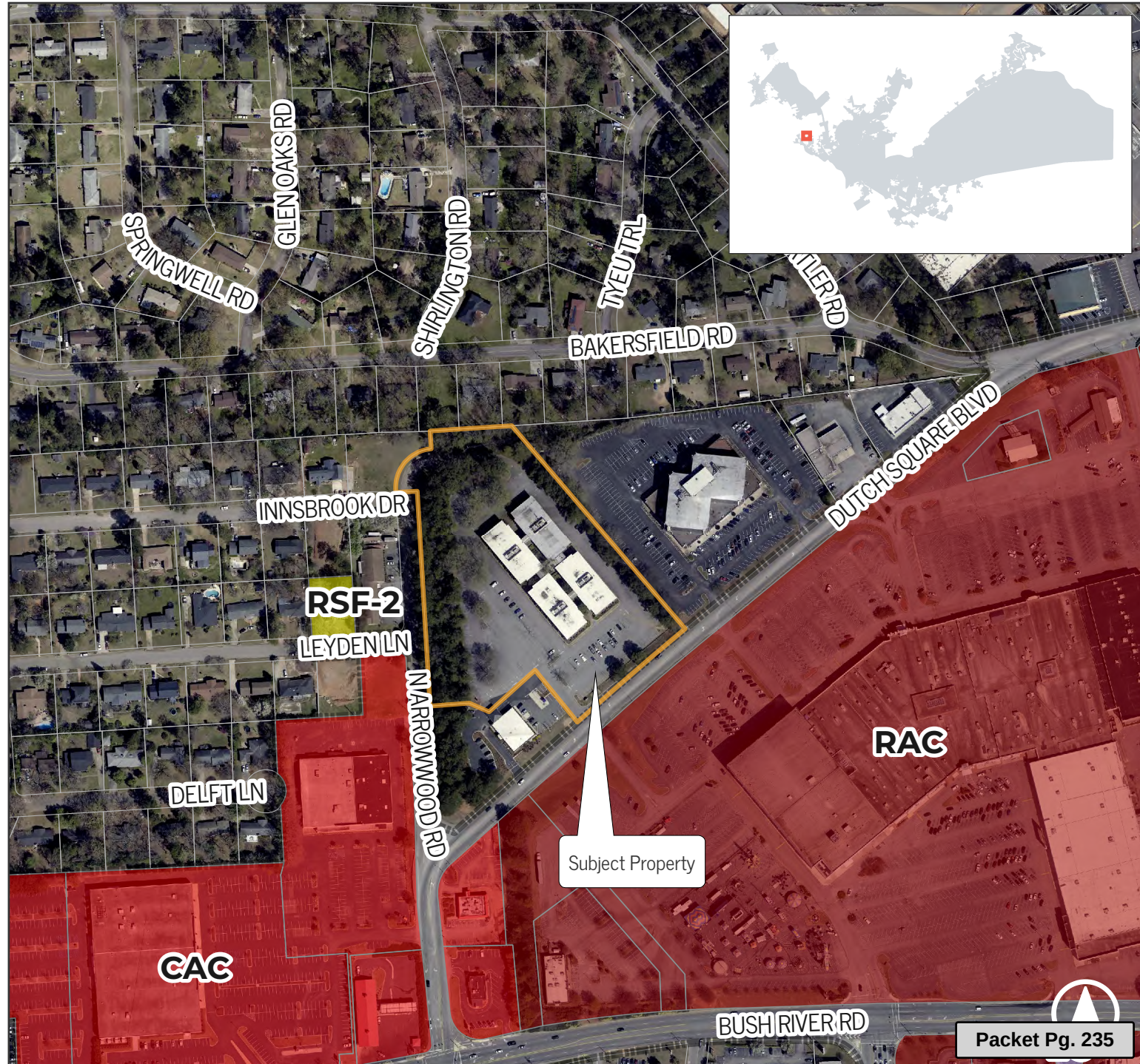
Current Zoning: Interim Community Activity Center/Corridor (CAC)

Proposed Zoning: Community Activity Center/Corridor (CAC)

19.c

Legend

- RAC: Regional Activity Center/Corridor
- CAC: Community Activity Center/Corridor
- RSF-2: Residential Single Family - Medium Lot District
- EC: Employment Campus District
- Parcels
- City Limits



0 200 400 Feet

Planning & Development
Services Department

Created by: ladeforth Date: 5/11/2023



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Packet Pg. 235



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: FUTURE LAND USE MAP AMENDMENT
CONFIRMATION for 800 Dutch Square Boulevard;
TMS#07401-07-21

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-090 - Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for 800 Dutch Square Boulevard; Richland County TMS# 07401-07-21; annexed by Ordinance No 2023-050 enacted May 16, 2023

Council District: 2

Proposal: Request confirmation of the future land use classification of Urban Core Community Activity Center (UCAC-2). The property is currently assigned an interim future land use classification of Urban Core Community Activity Center (UCAC-2).

Applicant: The Midlands Housing Alliance, Inc.

Staff Recommendation: Approval

Annexation

PC Recommendation: 04/13/2023; Approval (5-0)

First Reading: 05/02/2023; Approved

Second Reading: 05/16/2023; Approved

FLU, ZMA Confirmation

PC Recommendation: 07/13/2023; Approval (5-0)

ATTACHMENTS:

- **#a:** LUMA-2023-0001_800DutchSquareBlvd_LUMAConfirm_ZPH (PDF)
- **#b:** 2023-090 - Ord. to Confirm FLU for 800 Dutch Square Blvd (PDF)



CITY COUNCIL

August 15, 2023 at 4:00pm

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

FUTURE LAND USE MAP AMENDMENT CONFIRMATION CASE SUMMARY 800 Dutch Square Boulevard; TMS# 07401-07-21

Council District:	2
Proposal:	Request confirmation of the future land use classification of Urban Core Community Activity Center (UCAC-2). The property is currently assigned an interim future land use classification of Urban Core Community Activity Center (UCAC-2).
Applicant:	The Midlands Housing Alliance, Inc.
Staff Recommendation:	Approval
Annexation	
PC Recommendation:	04/13/2023; Approval (5-0)
First Reading:	05/02/2023; Approved
Second Reading:	05/16/2023; Approved
FLU, ZMA Confirmation	
PC Recommendation:	07/13/2023; Approval (5-0)
ZPH, 1st Reading:	08/15/2023; Pending
2nd Reading:	09/05/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 6.43 acres
Current Use: Commercial
Proposed Use: Commercial and Residential
Current Interim Land Use Classification: Urban Core Community Activity Center (UCAC-2)
Proposed Land Use Classification: Urban Core Community Activity Center (UCAC-2)
Current Interim Zoning: Community Activity Center/Corridor (CAC)
Proposed Zoning: Community Activity Center/Corridor (CAC)
Census Tract: 104.03

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Community Activity Center (UCAC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned an interim future land use of Urban Core Community Activity Center (UCAC-2).

Refer to attached land use classification description.

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

The subject property is located within the study area of the [*Broad River Corridor and Community Master Plan*](#), adopted by Richland County in 2010. The property falls within the Dutch Square West Neighborhood Sub-Area (Page 48), and the Plan assigned a proposed land use character district of Transition Mixed-Use District to the subject property, and indicates that the property falls within a half-mile radius of the nearby Corridor Mixed-Use District (Page 32). The property is within a half-mile radius of the Dutch Square Node (Page 61), but is not located within a catalyst project area and is not identified as an infill redevelopment opportunity (page 53).

STAFF RECOMMENDATION

Staff recommends confirmation of the future land classification of Urban Core Community Activity Center (UCAC-2) for the property.



Future Land Use

800 Dutch Square Boulevard, TMS# 07401-07-21

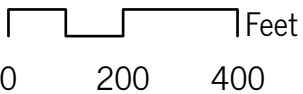
Current Future Land Use: Interim Urban Core Community Activity Center (UCAC-2)

Proposed Future Land Use: Urban Core Community Activity Center (UCAC-2)

20.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- 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
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

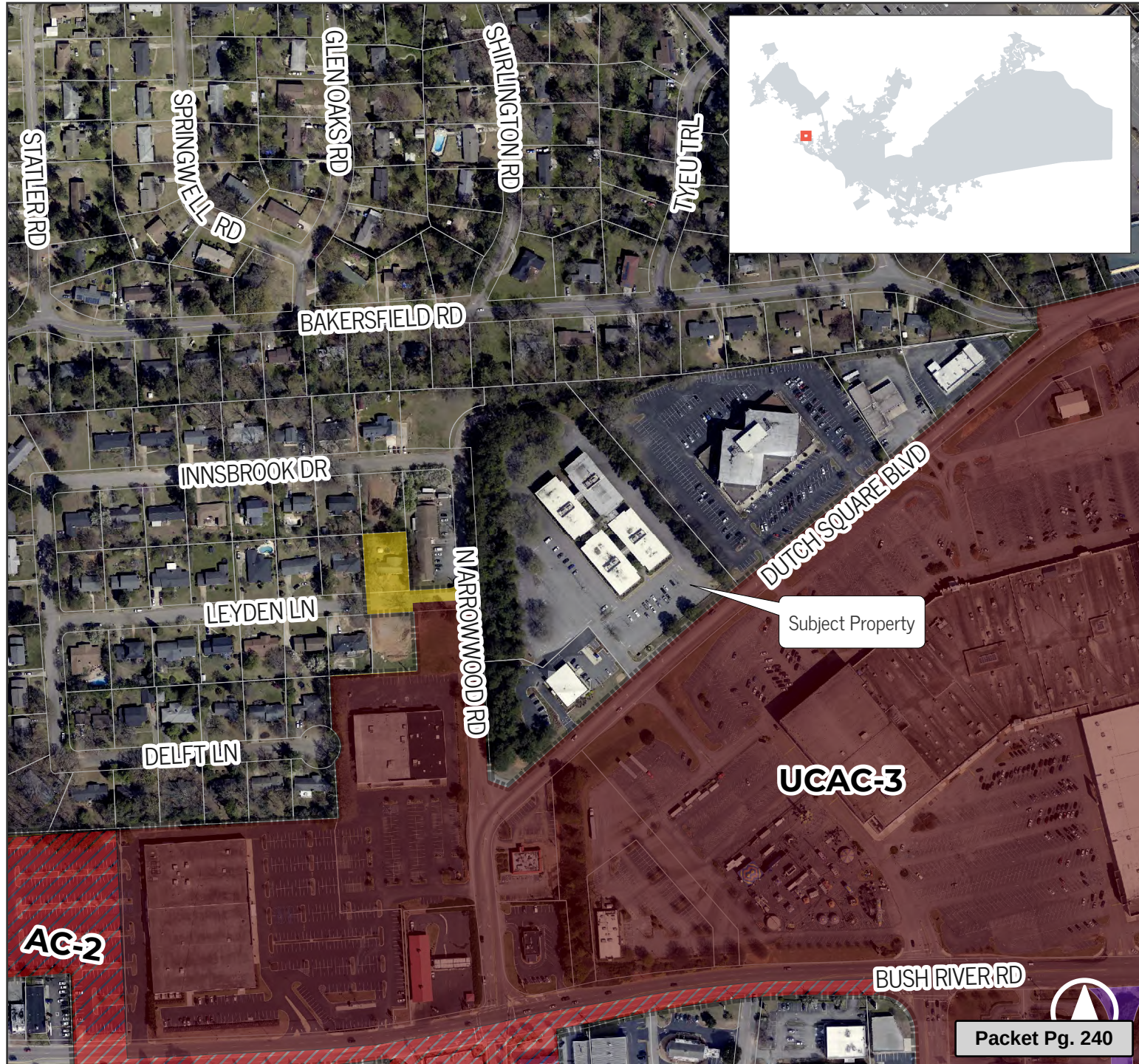


Planning & Development Services Department

Created by: ladeforth Date: 5/11/2023



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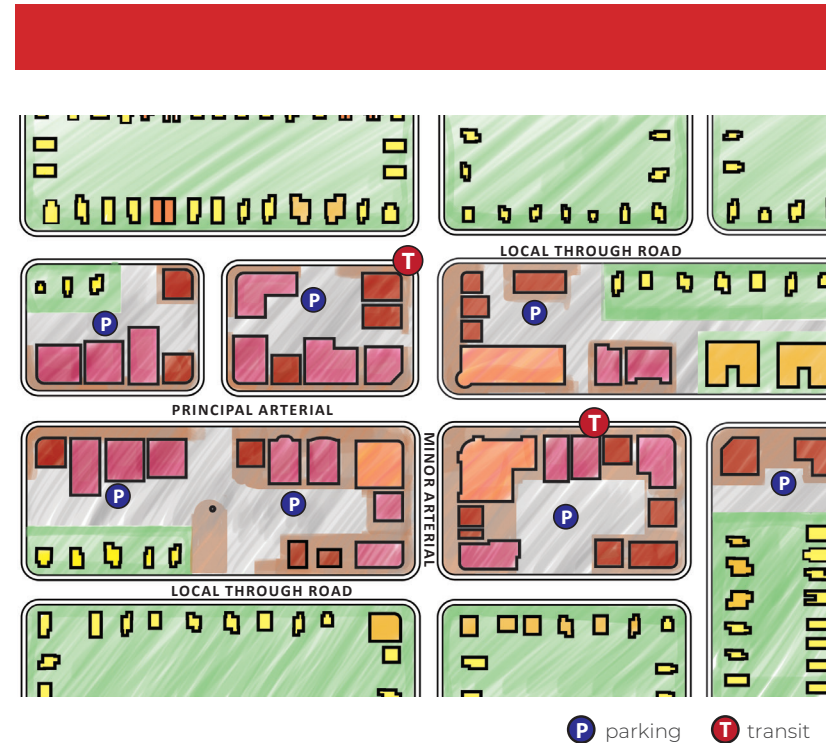


Proposed Future Land Use Classification

Development Types

URBAN CORE COMMUNITY ACTIVITY CENTER (UCAC-2)

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 three-mile to five-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.



UCAC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

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

See matrix for appropriate park/open space types.

Development Types

UCAC-2 DEVELOPMENT PATTERN/CONTEXT

- Blocks are square or rectangular, and the uses in the activity center typically occupy only a quarter or half of the block. Alleyways are not common but can be used in redevelopment or infill to provide access to rear parking lots.
- The subdivision of lots is regular within a block with small, equally sized parcels typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings in an activity center. Deeper lots are typically found along major roads.
- Buildings are typically set to the sidewalk edge or may have a small lawn when a converted residential structure is used. Entrances should be located on the main façade. Front yard setbacks are typically consistent along a block.
- Individual buildings may be attached or built close to each other to establish a continuous street frontage. Individual lots may have only one narrow side yard and a zero lot line setback from front or side property lines.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may just utilize on-street parking or may have small parking areas behind the building; activity center parking may be shared in small lots, and in some cases structured parking may be required in Community Activity Centers. Multimodal transit should also be factored into the design of activity centers.
- Open spaces in the form of neighborhood parks, plazas, linear parks, and greens are also contributing uses in an activity center. Pedestrian-oriented streetscape elements such as benches,



street trees, landscaping, and outdoor dining areas are typical.

- Architectural detailing is human scale but may include grander elements than found in Neighborhood Activity Centers. The majority of buildings are two to four stories; taller structures are strategically located where increased density and intensity are appropriate.

ORDINANCE NO.: 2023-090

Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for 800 Dutch Square Boulevard; Richland County TMS# 07401-07-21; annexed by Ordinance No 2023-050 enacted May 16, 2023

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

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

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

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

WHEREAS, the Columbia City Council has determined that the future land use classification of Urban Core Community Activity Center (UCAC-2) is appropriate for the subject property; NOW, THEREFORE,

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

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 800 Dutch Square Boulevard; Richland County TMS# 07401-07-21, annexed into the City of Columbia by Ordinance No.: 2023-050 enacted on May 16, 2023, and as shown in Attachment A, shall be incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, with a future land use classification of Urban Core Community Activity Center (UCAC-2).

Requested by:

Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

Attachment A





We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT,
AND ZONING MAP AMENDMENT for 408 Piney Woods
Road and 418 Piney Woods Road; TMS#04910-01-06

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-092 - Annexing 408 and 418 Piney Woods Road, Richland County TMS #04910-01-06 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign land use classification of Transportation and Utilities(TU) and assign zoning of Light Industrial District (LI). The property is currently classified as Mixed Residential (High Density) and zoned Light Industrial (M-1) by Richland County.

Staff Recommendation: Approval

PC Recommendation: 07/13/2023; Approval (5-0)

ATTACHMENTS:

- **#a:** ANNEX-2023-0013_PineyWoods418_ZPH Case Summary_r (PDF)
- **#b:** 2023-092- Annex and Incorporate 408 and 418 Piney Woods (PDF)
- **#c:** PineyWoods418_Offer_Notice (PDF)
- **#d:** PineyWoods418_petition_r (PDF)



CITY COUNCIL

August 15, 2023 at 4:00pm

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

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

408 Piney Woods Road and 418 Piney Woods Road; TMS# 04910-01-06

Council District:	1
Proposal:	Request to annex the property, assign land use classification of Transportation and Utilities (TU) and assign zoning of Light Industrial District (LI). The property is currently classified as Mixed Residential (High Density) and zoned Light Industrial (M-1) by Richland County.
Applicant:	South Carolina Electric & Gas Company, n/k/a Dominion Energy South Carolina, Inc.
Staff Recommendation:	Approval
PC Recommendation:	07/13/2023; Approval (5-0)
ZPH, 1 ST Reading:	08/15/2023; Pending
2 nd Reading:	09/05/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ± 10.50 acres
Current Use: Industrial
Proposed Use: Industrial
Reason for Annexation: City Request; Primary Area
Urban Service Area: Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Transportation and Utilities (TU)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial District (LI)
Census Tract: 103.04

DETERMINATION FOR CITY SERVICES

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

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this existing utility substation and maintenance yard would be **approximately \$100 per year**, based on calls to similar properties within the City limits.

Fire

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

Solid Waste

Solid Waste does not typically provide services to this type of development.

Engineering

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

Water Customer Care

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

Planning & Development Services

We recommend approval of the annexation of this property, which is located within a Primary Area as designated in the Urban Service Area plan. The property is currently utilized as an electrical substation and utility operations/maintenance area. Estimated City real estate tax revenue is **approximately \$13,600 per year** based on the current taxable value of the property.

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

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Primary Areas

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

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

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Transportation & Utilities (TU) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density).

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

The subject property is located within the study area of [*The Broad River Corridor and Community Master Plan*](#), adopted by Richland County in 2010. The property falls within the Piney Grove Neighborhood Sub-Area (Page 48), and the Plan assigned a proposed land use character district of Open Space to the subject property (Page 32). The property is not located within a catalyst project area and is not identified as an infill redevelopment opportunity (page 49).

PROPOSED ZONING DISTRICT SUMMARY

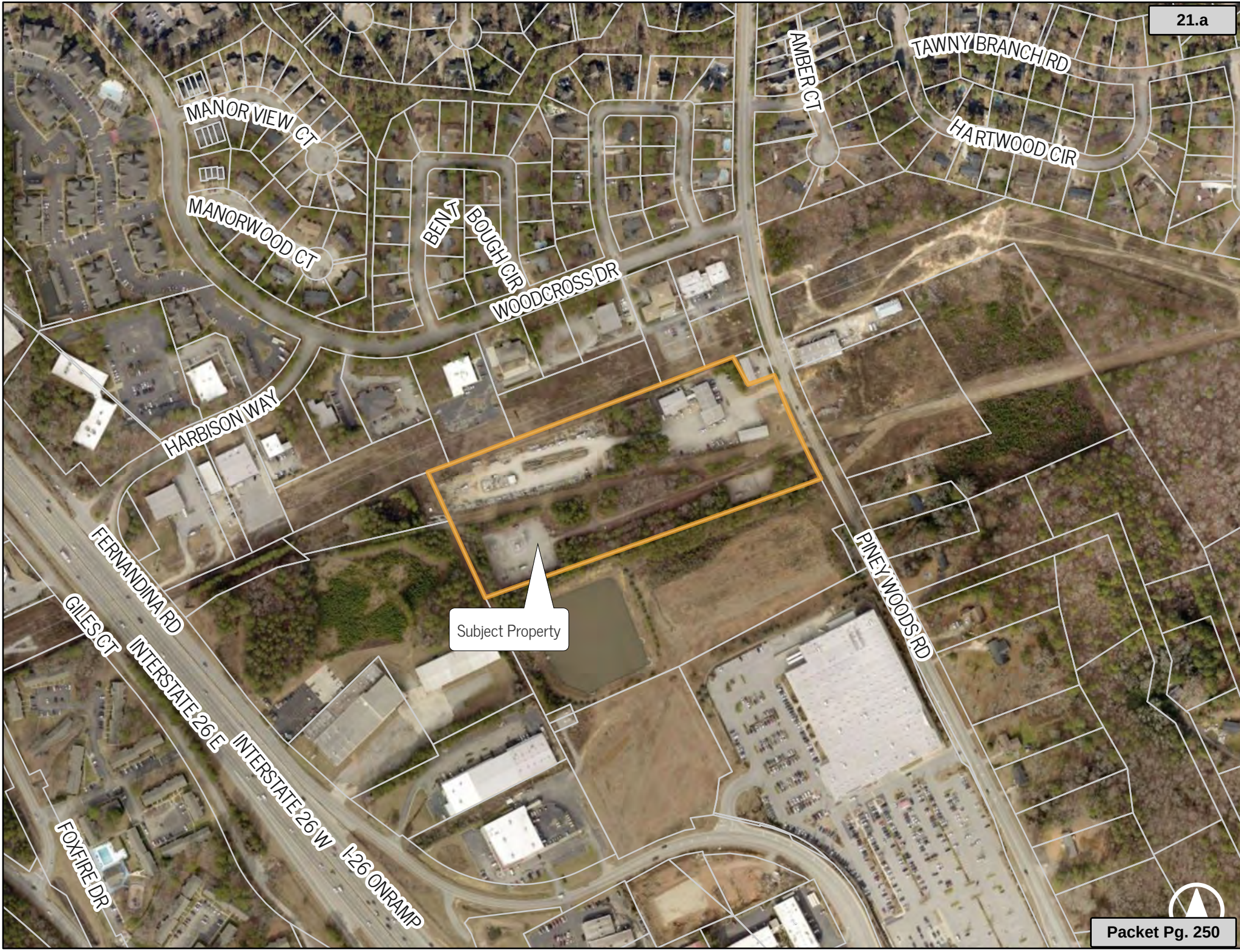
The parcel is currently zoned Light Industrial (M-1) by Richland County. Property to the west and east of the subject property in the City is zoned Planned Development District (PD). Unincorporated properties are zoned PDD to the north, to the east M-1 and RU, and to the south GC by Richland County.

The requested City of Columbia zoning district for the property is Light Industrial District (LI).

Refer to attached zoning district description for proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of the future land use classification of Transportation & Utilities (TU) and zoning of Light Industrial District (LI) at the time of annexation.



Subject Property

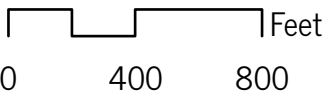
Future Land Use

408 and 418 Piney Woods Road, TMS# 04910-01-06
 Current Richland Co. Future Land Use: Mixed Residential (High Density)
 Proposed City Future Land Use: Transportation and Utilities (TU)

21.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
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- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

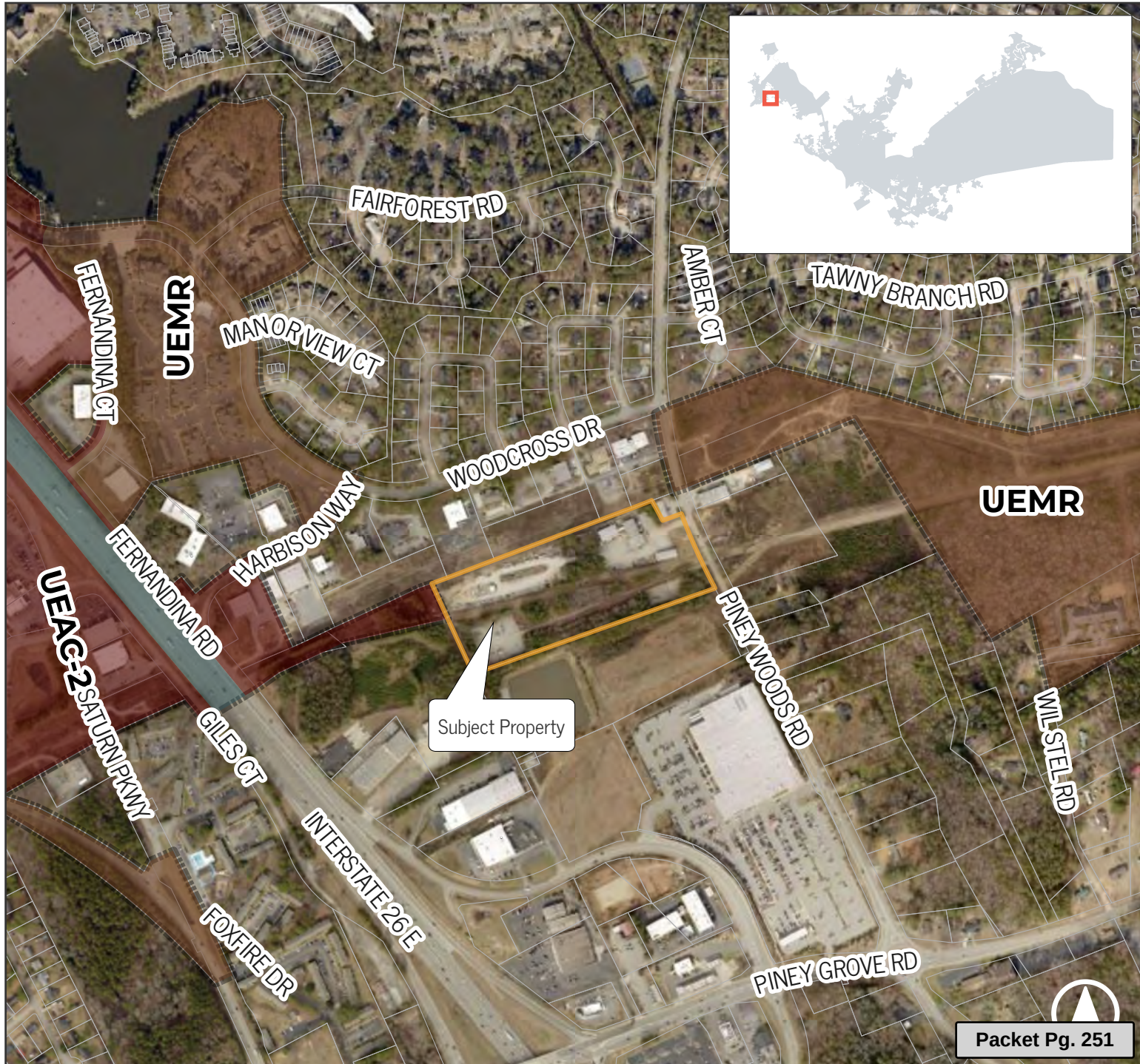


Planning & Development Services Department

Created by: ladeforth Date: 6/12/2023



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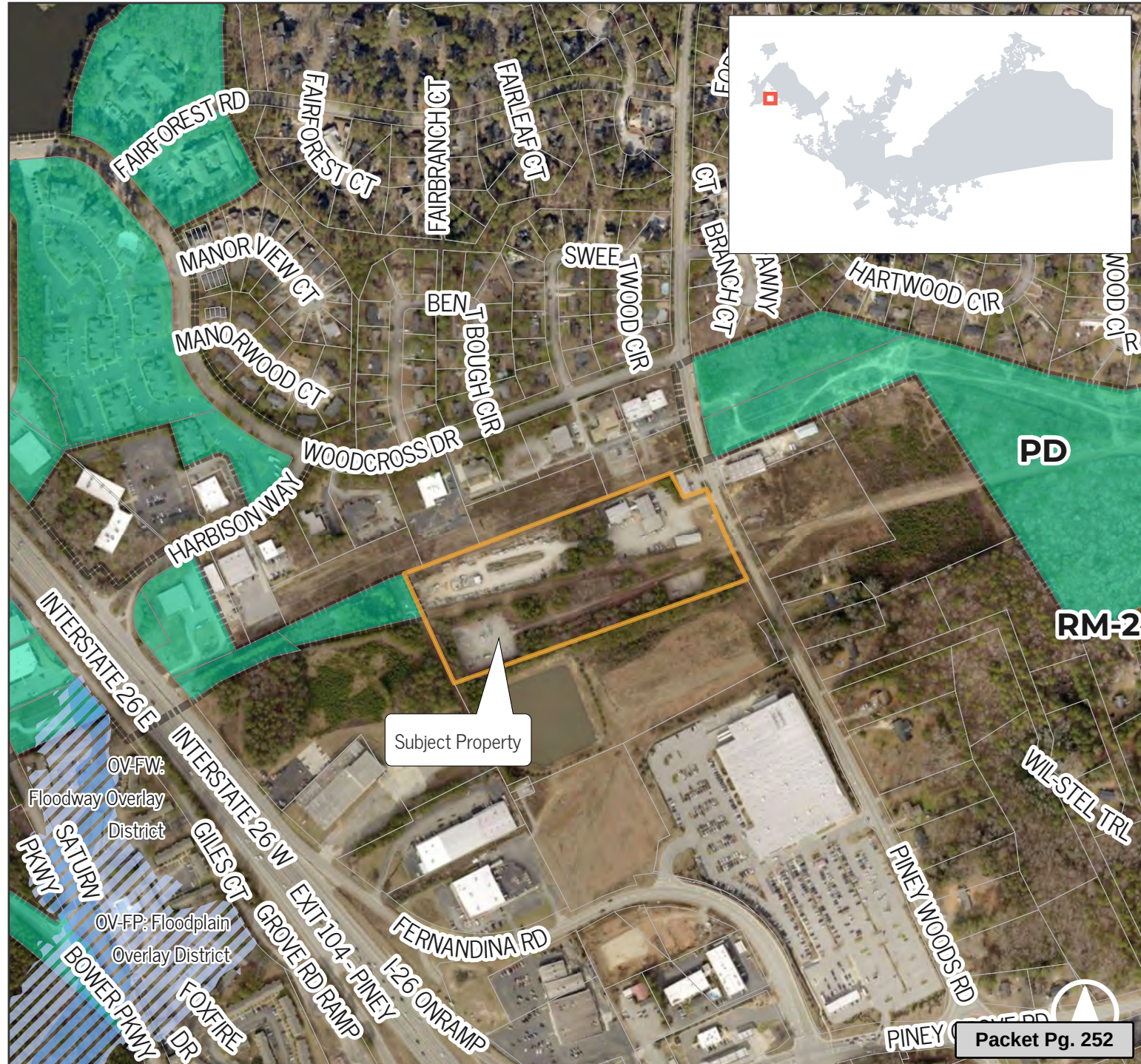
Zoning

408 and 418 Piney Woods Road, TMS# 04910-01-06
 Current Richland Co. Zoning: Light Industrial (M-1)
 Proposed City Zoning: Light Industrial (LI)

21.a

Legend

-  RM-2: Residential Mixed
-  PD: Planned Development
-  OV-FW: Floodway Overlay District
-  OV-FP: Floodplain Overlay District
-  Parcels
-  City Limits



0 400 800 Feet

**Planning & Development
 Services Department**

Created by: ladeforth Date: 6/12/2023



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Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

TRANSPORTATION & UTILITIES (TU)

The Transportation and Utilities development type covers a range of uses. It includes transportation amenities such as the airport, bus terminals, and passenger rail stations. It also includes utility uses, such as substations, power generation dams, transmission lines, water treatment facilities, pump stations, and similar uses.



TU BUILDING TYPES/LAND USES

PRIMARY TYPES

- Flex Small to Extra Large
- Power Utilities
- Water & Wastewater Treatment

SECONDARY TYPES

- Civic/Institutional Small to Large
- Office/Services Small to Large
- Animal Enclosures
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

TU DEVELOPMENT PATTERN/CONTEXT

- These developments are typically linear, and follow rights-of-way or include major transportation or utility complexes which are not consistent with the development form and uses of another development type.
- Within a development, buildings are typically arranged for transfer and movement of people or materials. Depot buildings, airport terminals, and hangars, in the form of medium or extra large format flex space, are common.
- Significant land area is dedicated to transportation infrastructure such as rails, tarmacs, roads, and parking of vehicles, or may be dedicated as relatively unobstructed areas to accommodate power lines or other utility infrastructure.
- Accessory structures and landscape features should be carefully screened and protected from accidental access with the use of high walls and fences.
- Trails and open space connections are often compatible uses in areas free from conflicting safety hazards, and offer may offer pedestrian- and bicyclist-oriented links to other transit modes.



Proposed Zoning District



LI: Light Industrial District

Purpose

The purpose of the Light Industrial (LI) District is to provide lands that allow light industrial development. Development allowed in the LI District includes wholesaling, distribution, storage, processing, research and development, light manufacturing, and related development. The district also accommodates support uses such as office and limited commercial uses that primarily serve the principal industrial uses.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	N/A
Building Height, max. (ft.)	75

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

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED	Laboratory, medical or dental	Utility facility, major
Broadcasting studio	Medical or dental clinic/office	Utility facility, minor
Newspaper or periodical publishing establishment	Arboretum or botanical garden	Animal shelter
Correctional facility ²	Cemetery	Kennel ¹
Cultural facility ²	Park or greenway ¹	Veterinary hospital or clinic ¹
Government office	Airport	Equipment rental
Library	Park and ride	Laboratory, testing or research
Membership organization facility	Parking lot ¹	Lawn, tree, or pest control services
Place of worship ¹	Parking structure ¹	Linen or uniform supply
Public safety facility	Passenger terminal, surface transportation	Self-service storage ¹
Social services facility	Solar energy conversion system (large scale) ¹	Sign fabricating establishment
School, business or trade		Eating establishment only ¹

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

LI: LIGHT INDUSTRIAL

Eating and drinking establishment, Type 1 ¹	Commercial vehicle sales and rentals ¹
Eating and drinking establishment, Type 2 ²	Gasoline sales and service station ¹
Crematory	Personal vehicle repair and maintenance ¹
Business/Professional office	Personal vehicle sales and rentals ¹
Contractor's office	Vehicle equipment supplies sales and rentals
Body piercing or tattoo establishment ¹	Vehicle paint and finishing shop
Dry cleaning pick-up ¹	Vehicle towing and wrecker service ¹
Laundry, coin-operated	
Non-depository personal credit institution ¹	Agriculture and forestry uses, not elsewhere listed
Repair of personal goods	Community garden ¹
Car wash	Crop production and processing
Amusement park	Contractor's yard
Arena, stadium, or outdoor theater	Motor freight facility
Recreation facility, indoor, not elsewhere listed	Warehouse distribution and storage
Sexually-oriented business ²	Wholesale sales, not elsewhere listed
Building supplies and equipment store	Manufacturing, assembly, or fabrication, light
Consumer goods store	Manufacturing, assembly, or fabrication, medium
Convenience store ²	
Farmers' market	Composting facility ²
Liquor store ²	Junk, salvage, scrap, or wrecking yard ²
Fuel sales (bulk)	Recycling center ²
Commercial fuel depot	
Commercial vehicle repair and maintenance	Refuse processing facility ²

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2023-092

Annexing 408 and 418 Piney Woods Road, Richland County TMS #04910-01-06 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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

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

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

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

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

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

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

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

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

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 408 and 418 Piney Woods Road and TMS# 04910-01-06 containing 10.5 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #1, Census Tract 103.04, and

Last revised: 7/14/2023

23017521

LEGAL DEPARTMENT DRAFT

assigned a future land use classification of Transportation and Utilities (TU) and zoning of Light Industrial District (LI).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 04910-01-06

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:

Mayor

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

Last revised: 7/14/2023

2:0171521

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023-092
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land, lying and being situate near the City of Columbia, in Richland County, South Carolina, containing 10.51 acres, more or less, as shown on South Carolina Electric and Gas Co. plat for Piney Wood Road Substation and Service Center site, certified by J. Marshall Murphy, RLS, dated February 27, 1980, last revised August 14, 1980, recorded in plat book Y at page 9523, and being more particularly described as follows:

Beginning at an iron at the northeasternmost corner of the subject property whereat said property corners with property designated as "Midland Trane" along the right-of-way of S. C. Road S-40-674, and running along said right-of-way S 22° 19' E for a distance of 120.41 feet to an iron; thence turning and continuing along said right-of-way S 25° 59' E for a distance of 205.43 feet to an iron; thence turning and running along property designated as "Hardaway Conc." S 69° 38' W for a distance of 50.37 feet to an iron; thence continuing in the same direction along said property for a distance of 1,045.51 feet to an iron; thence turning and running along property designated as "Gemini Assoc." N 26° 15' W for a distance of 251.82 feet to an iron; thence turning and running across the right-of-way of Carolina Pipeline Co. and along property now or formerly of A. Free, Jr. N 26° 12' W for a distance of 178.20 feet to an iron; thence turning and running along property designated as "Harbison State College" N 70° 02' E for a distance of 1,016.46 feet to an iron; thence turning and running along property designated as "Midland Trane" S 30° 19' E for a distance of 96.24 feet to an iron; thence turning and continuing along said property N 70° 25' E for a distance of 82.51 feet to an iron, this being the point of beginning, be all measurements a little more or less.

LESS AND EXCEPT:

All that certain parcel of land containing 0.012 acre/527 square feet, more or less, and all improvements thereon, if any, conveyed to the South Carolina Department of Transportation, by deed of South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc., recorded August 3, 2020 in the Office of the Register of Deeds for Richland County in Record Book 2514 Page 1509. Said parcel being a shown as the "Area of Acquisition" on Exhibit A, attached to said deed in Record Book 2514 Page 1510 and made a part hereof.

Last revised: 7/14/2023

23017621

LEGAL DEPARTMENT DRAFT

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: June 20, 2023

RE: **Property Address:** 408 Piney Woods Road and 418 Piney Woods Road
Richland County TMS#: 04910-01-06
Owner(s): South Carolina Electric & Gas Company, n/k/a Dominion Energy South Carolina, Inc.
Current Use: Industrial
Proposed Use: Industrial
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Transportation and Utilities (TU)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial (LI)
Reason for Annexation: City Request; Primary Area
City Council District: 1
Census Tract: 103.04

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

Planning & Development Services staff will see to it that this matter is placed on the **July 13, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

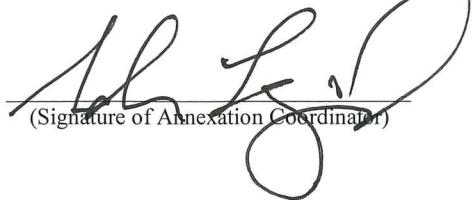
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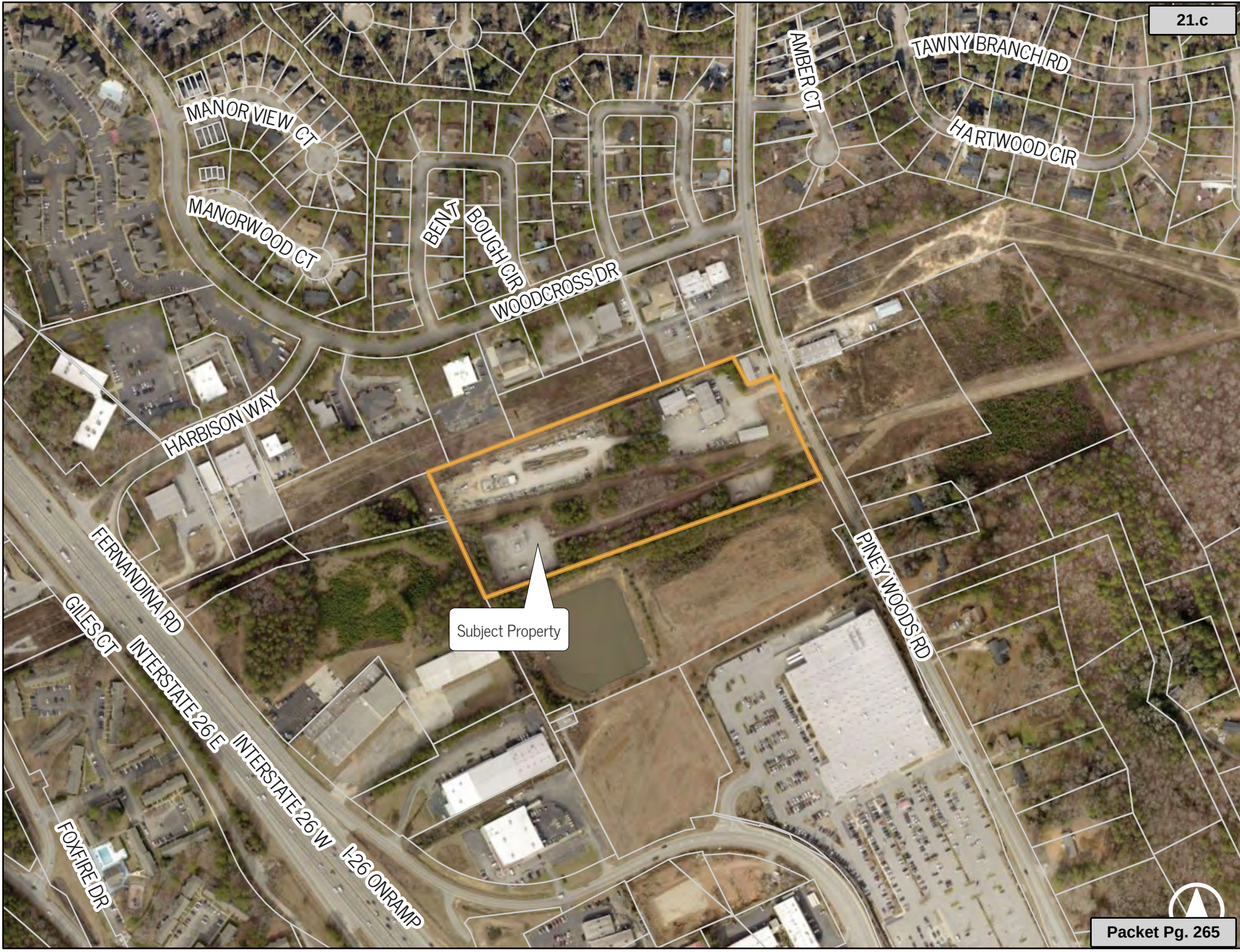
Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams,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

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

Planning Commission Land Use Recommendation: TU (Land Use classification) by 5-0
 on 7/13/2023 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: LI (Zoning classification) by 5-0
 on 7/13/2023 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Subject Property



Future Land Use

408 and 418 Piney Woods Road, TMS# 04910-01-06
 Current Richland Co. Future Land Use: Mixed Residential (High Density)
 Proposed City Future Land Use: Transportation and Utilities (TU)

21.c

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
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- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

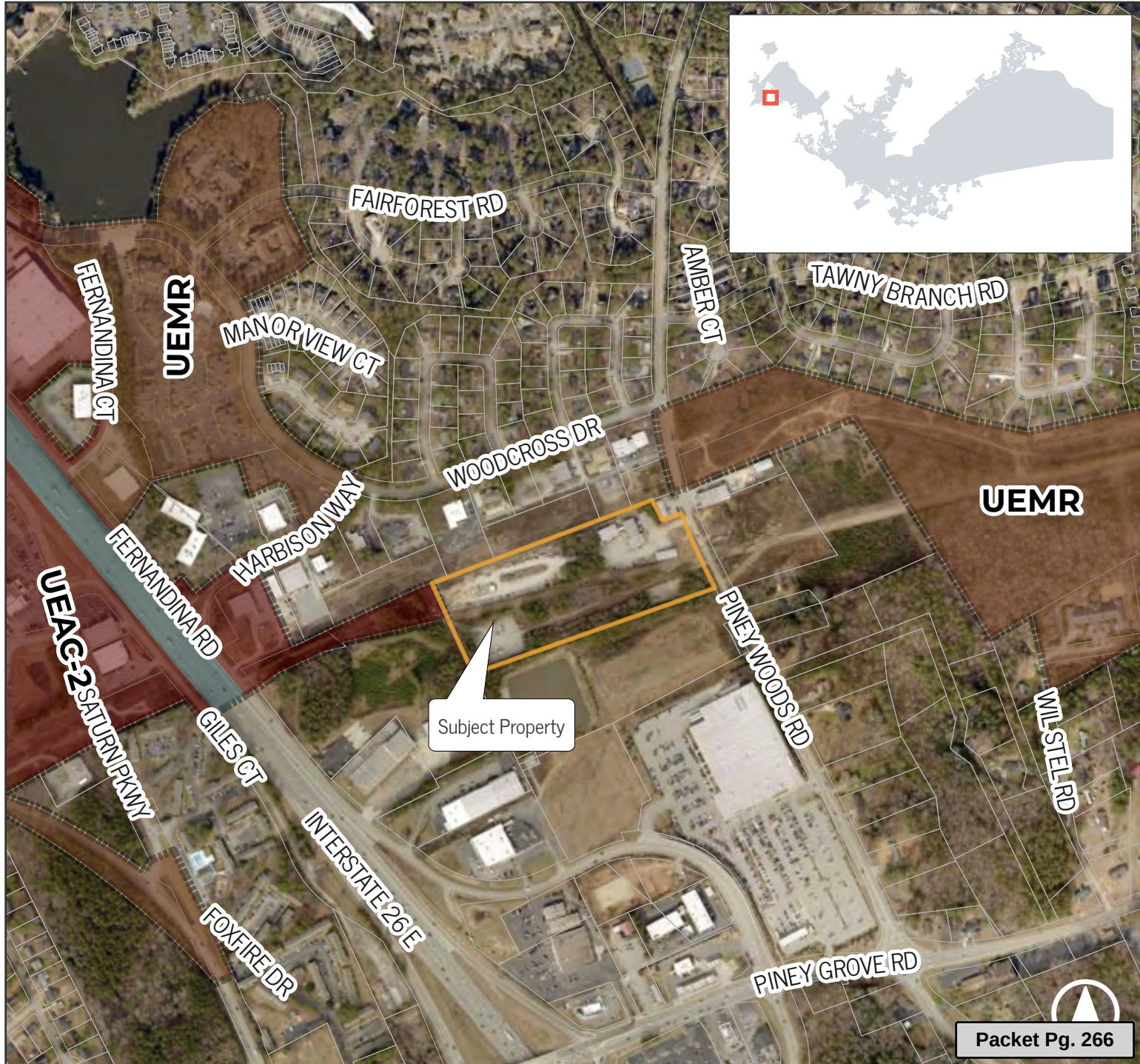
0 400 800 Feet

Planning & Development Services Department

Created by: ladeforth Date: 6/12/2023



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



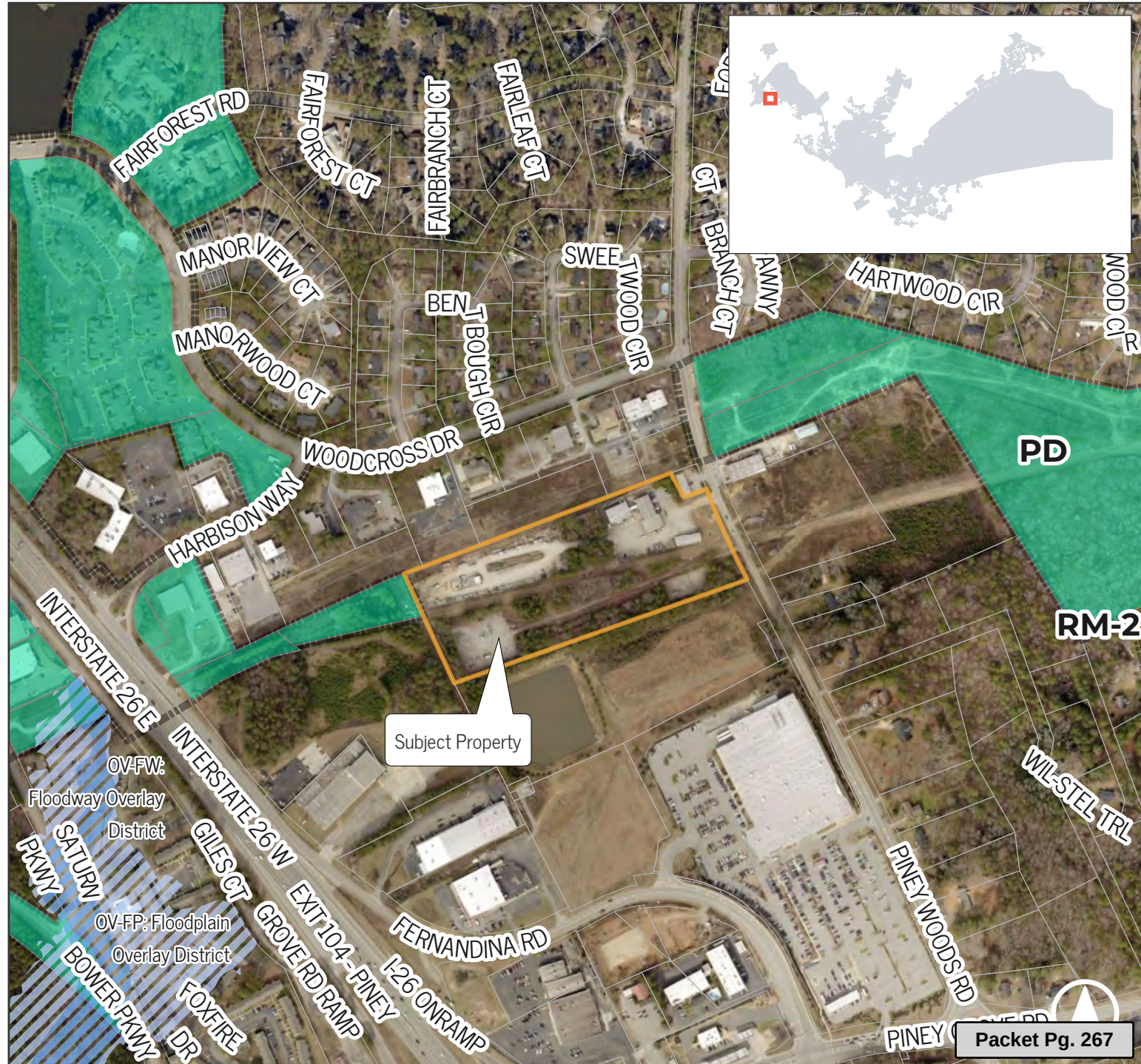
Zoning

408 and 418 Piney Woods Road, TMS# 04910-01-06
 Current Richland Co. Zoning: Light Industrial (M-1)
 Proposed City Zoning: Light Industrial (LI)

21.c

Legend

-  RM-2: Residential Mixed
-  PD: Planned Development
-  OV-FW: Floodway Overlay District
-  OV-FP: Floodplain Overlay District
-  Parcels
-  City Limits



0 400 800 Feet

Planning & Development Services Department

Created by: ladeforth Date: 6/12/2023



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

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: See Attached Exhibit "A"

Richland County TMS: 04910-01-06

Property Addresses: 408 Piney Woods Road and 418 Piney Woods Road

South Carolina Electric & Gas Company, n/k/a Dominion Energy South Carolina, Inc.

BY: Keller Kissam

Date: May 30, 2023

Keller Kissam
 (Print or Type Name)

Its: President
 (Print or Type Title)

For: DESC
 Reviewed by
 Legal
JB

Apr 24, 2023

Exhibit "A"

PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land, lying and being situate near the City of Columbia, in Richland County, South Carolina, containing 10.51 acres, more or less, as shown on South Carolina Electric and Gas Co. plat for Piney Wood Road Substation and Service Center site, certified by J. Marshall Murphy, RLS, dated February 27, 1980, last revised August 14, 1980, recorded in plat book Y at page 9523, and being more particularly described as follows:

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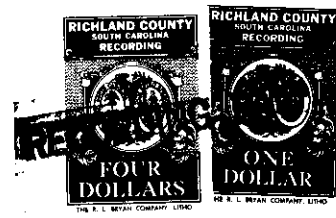
LESS AND EXCEPT:

All that certain parcel of land containing 0.012 acre/527 square feet, more or less, and all improvements thereon, if any, conveyed to the South Carolina Department of Transportation, by deed of South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc., recorded August 3, 2020 in the Office of the Register of Deeds for Richland County in Record Book 2514 Page 1509. Said parcel being a shown as the "Area of Acquisition" on Exhibit A, attached to said deed in Record Book 2514 Page 1510 and made a part hereof.

y-9523

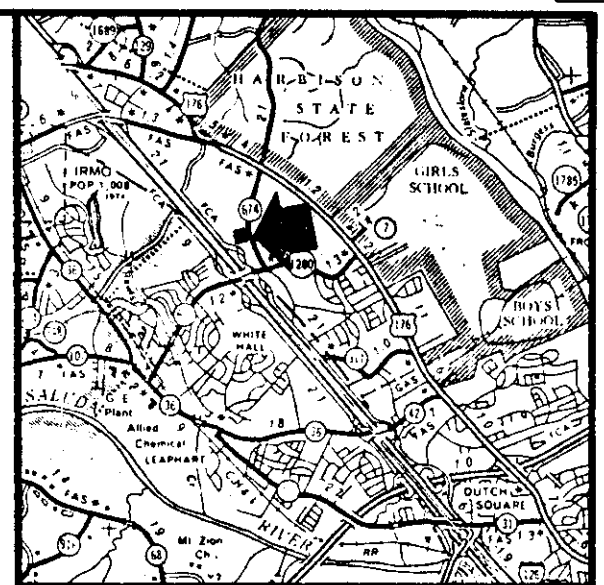
FILED

HARBISON STATE COLLEGE



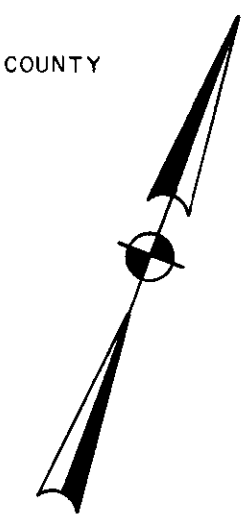
JAN 9 3 53 PM '81

REGISTER OF
MESNE CONVEYANCES
RICHLAND CNTY, S.C.
CLARA L. BARTNETT

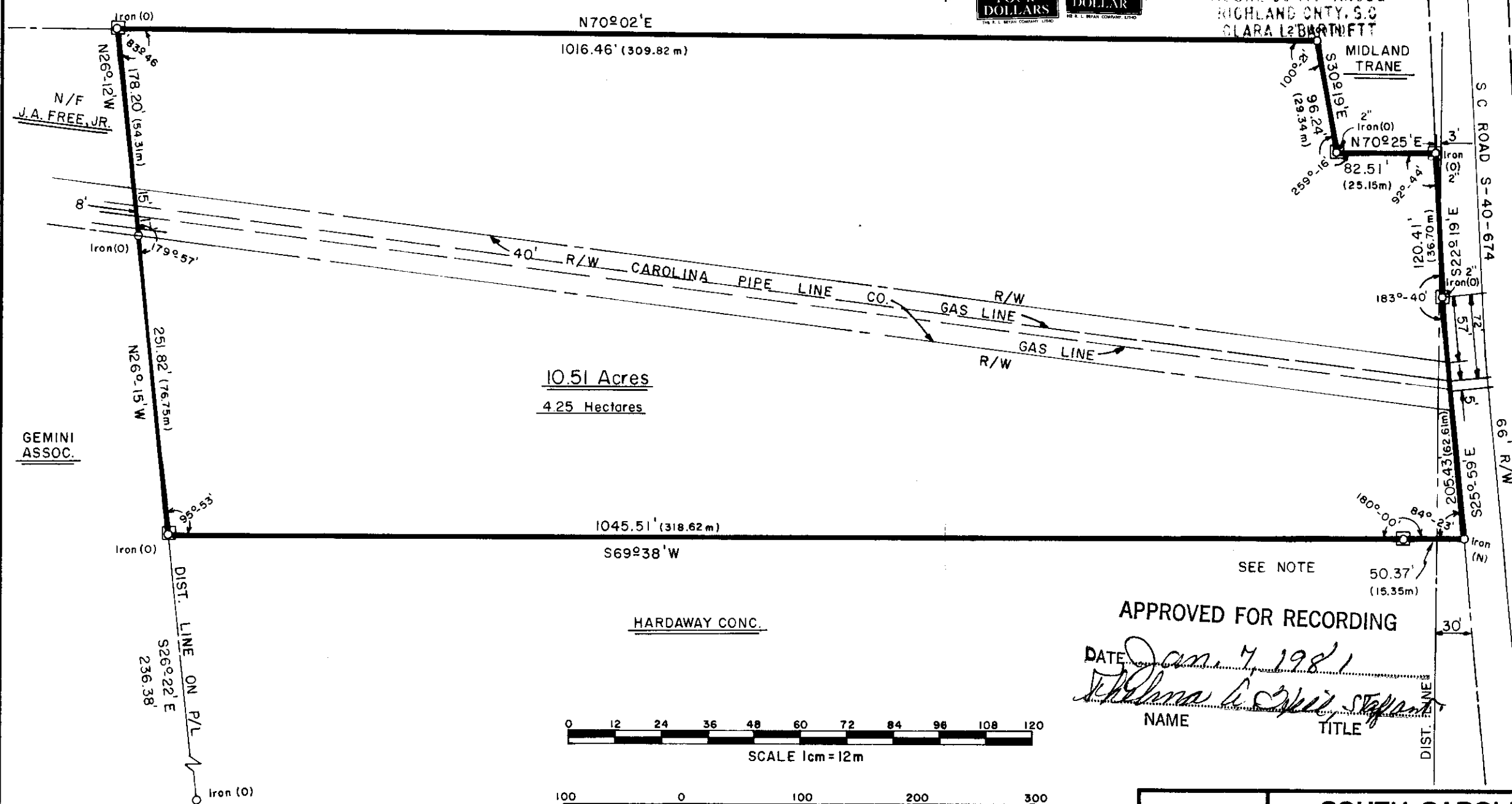


LOCATION MAP
SCALE 1"=200'

RICHLAND COUNTY



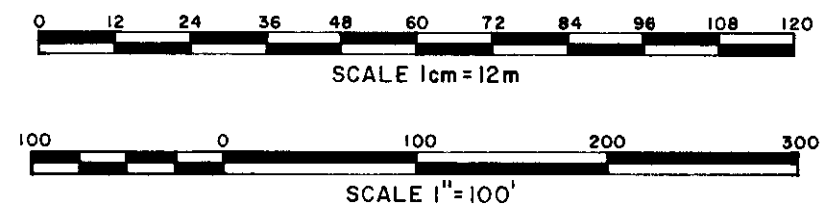
NOTE:
☐ 2" Iron driven over
Iron (O) found



GEMINI
ASSOC.

APPROVED FOR RECORDING

DATE Jan 7 1981
Stephen J. Koosa
NAME TITLE



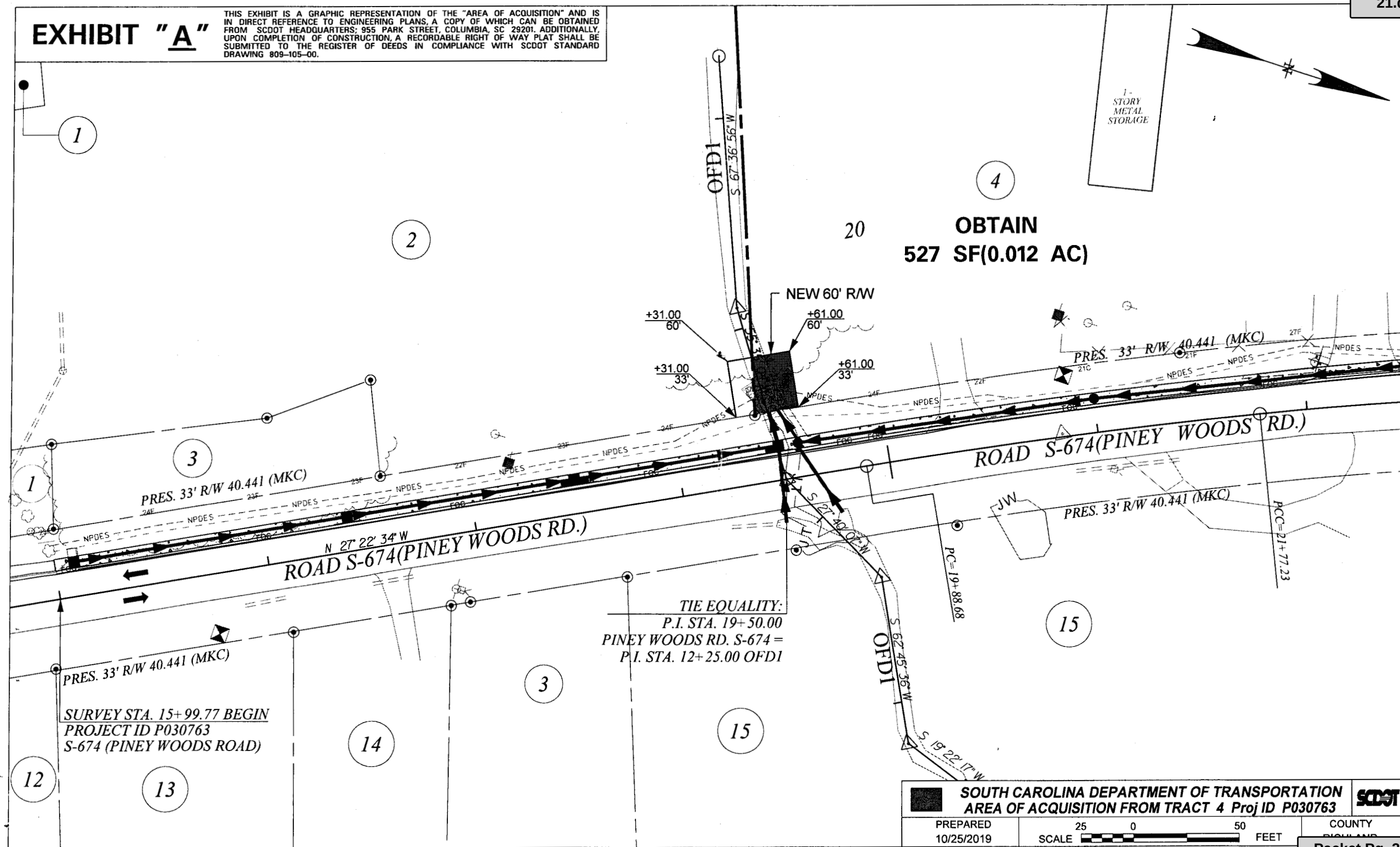
I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF
THE FIELD SURVEY IS 1'/8500' AND THE AREA WAS
DETERMINED BY D.M.D. METHOD OF AREA CALCULATION.

J. Marshall Murphy
J. MARSHALL MURPHY R.L.S. No 3780

NO.	DATE	BY	REVISION
2	8-14-80	J.H.P.	Revised angles, acres
1	7-8-80	G.A.B.	REVISED BEARINGS & DISTANCES

DR/TR RH 2-27-80 DATE CK. GAB 2-28-80 DATE APP. JMM 10-3-80 DATE APP. C.A.W. 10-7-80 DATE APP. M.H.T. 10-10-80 DATE APP. _____ DATE	SOUTH CAROLINA ELECTRIC & GAS CO. FOR PINEY WOOD RD. SUBSTATION & SERVICE CENTER SITE DETAIL PROP. PURCH. FROM MORRIS A. KLINE, STEPHEN J. KOOSA, CHALMERS W. POSTON MARVIN L. MCCORRY, 1st NAT. BANK S.C. TRUSTEE FOR J.H. SHEALY, SR. EST.	
SCALE 1"=100'	B-20402	REV. 2
M.F. INDEX _____ CODE _____ CARD NO. _____	SHEET 1 OF 1 SHEETS	

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE "AREA OF ACQUISITION" AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS, A COPY OF WHICH CAN BE OBTAINED FROM SCOTD HEADQUARTERS: 955 PARK STREET, COLUMBIA, SC 29201. ADDITIONALLY, UPON COMPLETION OF CONSTRUCTION, A RECORDABLE RIGHT OF WAY PLAT SHALL BE SUBMITTED TO THE REGISTER OF DEEDS IN COMPLIANCE WITH SCOTD STANDARD DRAWING 809-105-00.





We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT,
AND ZONING MAP AMENDMENT for 68 Riverview Court;
TMS# 09106-21-13 (portion)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-091 - Annexing a portion of 68 Riverview Court, Richland County TMS #09106-21-13 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign land use classification of Urban Core Residential Small lot (UCR-1) and assign zoning of Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B). The property is currently classified as Mixed Residential (High Density) and zoned Residential Multifamily High Density (RM-HD) by Richland County.

Applicant: David Charles Miller and Gwenevere Garriss Miller

Staff Recommendation: Approval

PC Recommendation: 07/13/2023; Approval (5-0)

ATTACHMENTS:

- **#a:** ANNEX-2023-0011_Riverview68_ZPH Case Summary (PDF)
- **#b:** 2023-091- Annex and Incorporate 68 Riverview Court (portion) (PDF)
- **#c:** Riverview68_Offer_Notice (PDF)
- **#d:** Riverview68_Petition (PDF)



CITY COUNCIL

August 15, 2023 at 4:00pm

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

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

68 Riverview Court (portion); TMS# 09106-21-13 (portion)

Council District:	1
Proposal:	Request to annex the property, assign land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B). The property is currently classified as Mixed Residential (High Density) and zoned Residential Multifamily High Density (RM-HD) by Richland County.
Applicant:	David Charles Miller and Gwenevere Garriss Miller
Staff Recommendation:	Approval
PC Recommendation:	07/13/2023; Approval (5-0)
ZPH, 1 ST Reading:	08/15/2023; Pending
2 nd Reading:	09/05/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ± 885 square feet

Current Use: Residential

Proposed Use: Residential

Reason for Annexation: Parcel Currently Split by Boundary

Urban Service Area: Donut Hole - Primary

Current County Land Use Classification: Mixed Residential (High Density)

Proposed City Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Current County Zoning: Residential Multifamily High Density (RM-HD)

Proposed City Zoning: Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B)

Census Tract: 6

DETERMINATION FOR CITY SERVICES

The following determinations are an estimate of the benefits and costs associated with the annexation of the subject property:

Police

This single-family residence is already serviced by the City of Columbia, and this annexation of a portion of the property would not significantly impact CPD's ability to serve this area.

Fire

The proposed annexation will not result in significant additional costs or impact services being provided by this department, as most of the property is already within the City.

Solid Waste

Most of this property is already within the City of Columbia, and it is already receiving City of Columbia Solid Waste service.

Engineering

Because water and sanitary sewer lines are already available to this property, Utilities and Engineering should **not incur any costs** associated with this annexation.

Water Customer Care

Because this property is already treated as if it is entirely within the City, the customer is already paying in-City water rates, which are approximately 40% lower than out-of-City customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within a Donut Hole-Primary as designated in the Urban Service Area plan. The vast majority of this parcel is already within the City limits and the house on the property pays City taxes and receives City services. The boundary follows the line of a 1925 annexation, and the surrounding subdivision crossed the boundary when it was created. This small (approximately 885 sq. ft.) annexation would bring the remainder of the parcel into the City.

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a "Donut Hole – Primary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Holes - Primary

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

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

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

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

Comprehensive Plan Land Use Classification

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

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

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

The subject property is located within the study area of [*The Master Plan for the Villages of North Columbia*](#) (2005), more specifically within Cluster One (Section 2, Page 42) and the proposed Artist Village (Section 3, Page 85) set forth by the plan. The Artist Village plan recommends a land use of Low-Density Residential (Single-family Detached Homes) for the subject property (Section 3, Page 87). The plan's recommendations for Earlewood and Marshall Park highlight the (at the time) recently adopted protection area design guidelines, and note the importance of a creating direct access along Lucius Road to the Three Rivers Greenway (Section 3, Pages 94-95).

PROPOSED ZONING DISTRICT SUMMARY

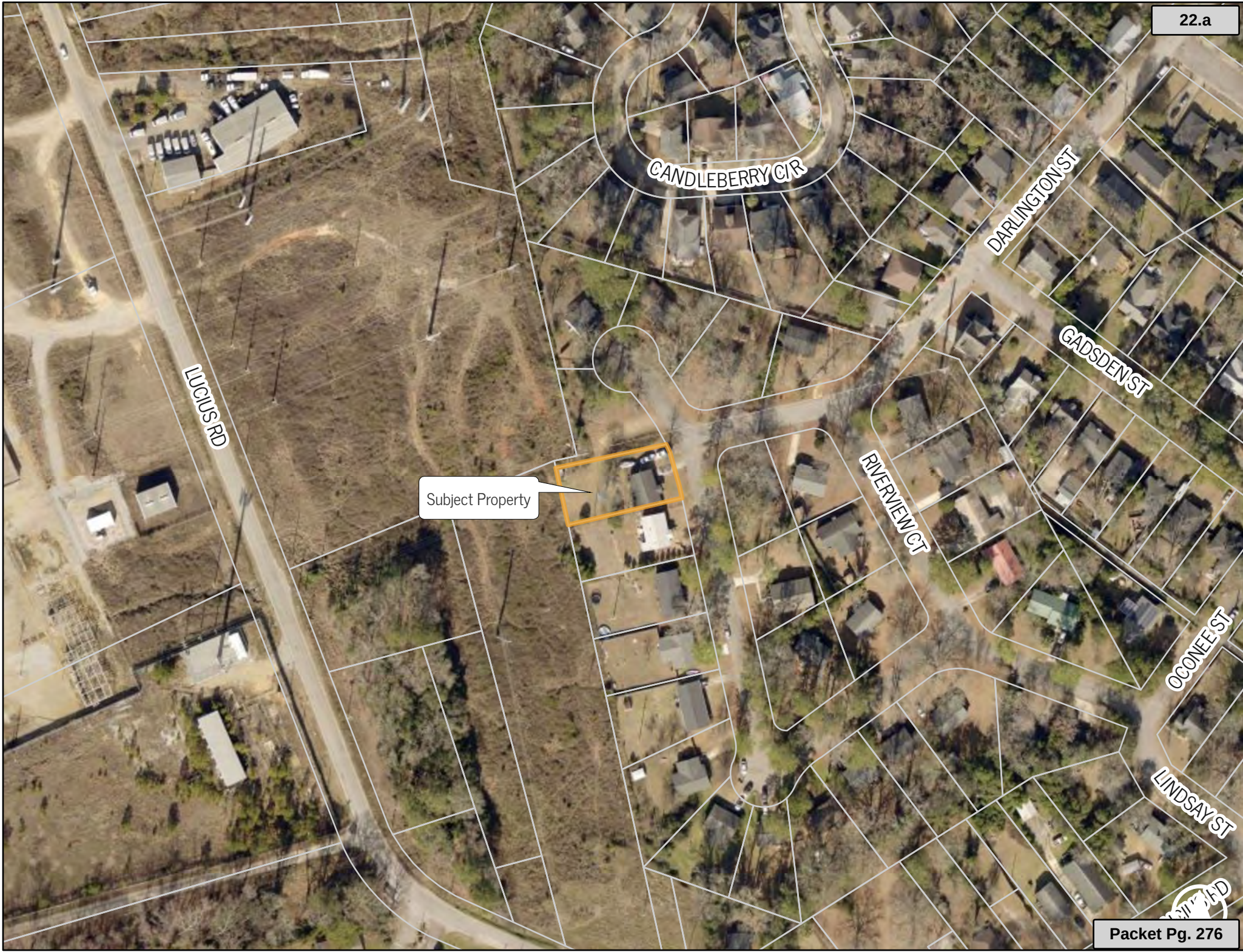
The parcel is currently zoned Residential Multifamily High Density (RM-HD) by Richland County. The majority of the subject property is already within the City, and is zoned Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B). Property to the Southwest of the subject property in the City is zoned Residential Mixed District (RM-2), and property to the East of the subject property in the City is zoned Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B). The unincorporated properties to the north are zoned RM-HD by Richland County.

The requested City of Columbia zoning district for the property is Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B).

Refer to attached zoning district description for proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of the future land use classification of Urban Core Residential Small Lot (UCR-1) and zoning of Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B) at the time of annexation.



Subject Property

CANDLEBERRY CIR

DARLINGTON ST

GADSDEN ST

RIVERVIEW CT

OCONEE ST

LINDSAY ST

LUCUS RD

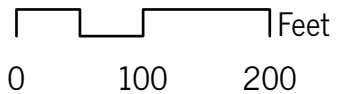
Future Land Use

68 Riverview Court (portion), TMS# 09106-21-13 (portion)
 Current Richland Co. Future Land Use: Mixed Residential (High Density)
 Proposed City Future Land Use: Urban Core Residential Small Lot (UCR-1)

22.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
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- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

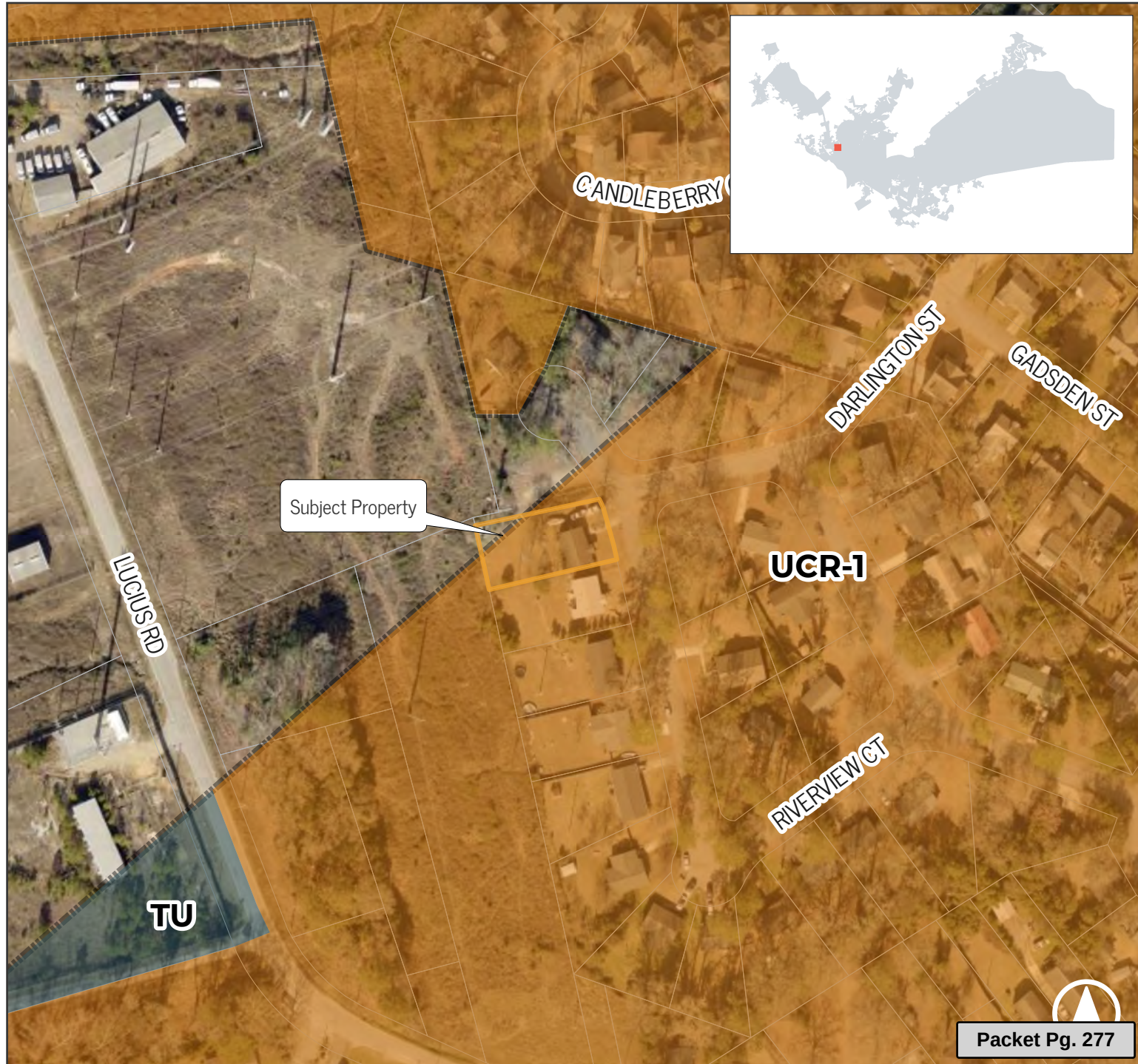


Planning & Development Services Department

Created by: ladeforth Date: 6/12/2023



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Zoning

68 Riverview Court (portion), TMS# 09106-21-13 (portion)

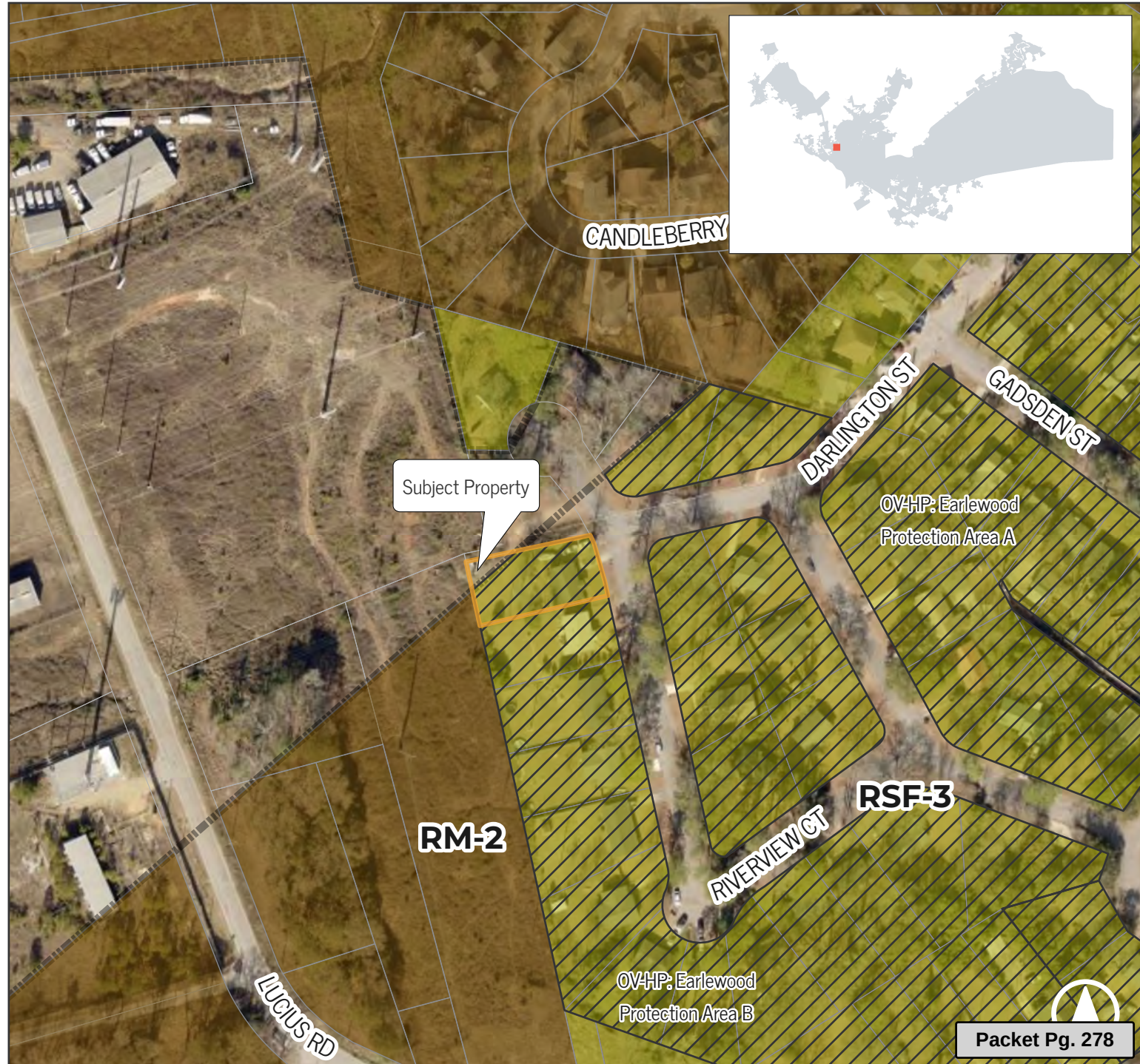
Current Richland Co. Zoning: Residential Multifamily High Density (RM-HD)

Proposed City Zoning: Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B)

22.a

Legend

- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- OV-HP: Historic Preservation Overlay Districts
- Parcels
- City Limits



0 100 200 Feet

Planning & Development Services Department

Created by: ladeforth Date: 6/16/2023



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Packet Pg. 278

Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

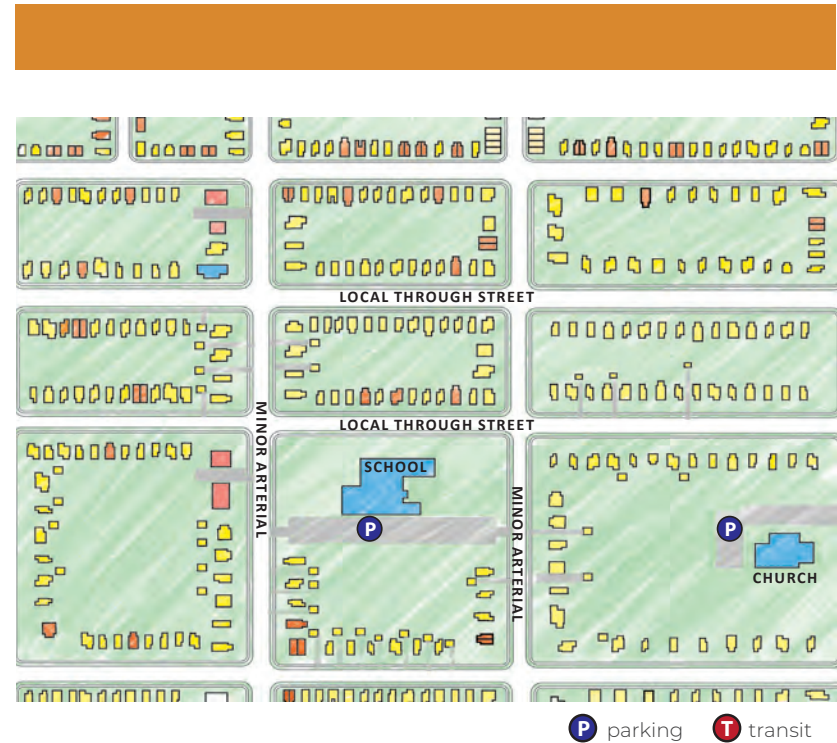
Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

URBAN CORE RESIDENTIAL SMALL LOT (UCR-1)

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



UCR-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

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

TERTIARY TYPES

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

See matrix for appropriate park/open space types.

Development Types

UCR-I DEVELOPMENT PATTERN/CONTEXT

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



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

Proposed Zoning District



RSF-3: Residential Single Family – Small Lot District

Purpose

The purpose of the Residential Single-Family - Small Lot (RSF-3) District is to provide lands that accommodate primarily single-family detached dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	5,000
Lot Width, min. (ft.)	50
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	15
Side Yard Setback, min. (ft.)	5
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	40

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

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Arboretum or botanical garden ²
Cottage Neighborhood Development	Cemetery ²
	Park or greenway ¹
Dwelling, single-family detached	Utility facility, major ²
Community recreation center	Utility facility, minor
Cultural facility ²	Community garden ¹
Day care facility ²	Crop production and processing ²
Library	
Place of worship ²	
Public safety facility	
Elementary, middle, or high school ²	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2023-091

Annexing a portion of 68 Riverview Court, Richland County TMS #09106-21-13 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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

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

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

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

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

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

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

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

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

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as a portion of 68 Riverview Court and TMS# 09106-21-13 (portion) containing 885 square feet, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #1, Census Tract 6, and assigned

Last revised: 7/14/2023

23017619

LEGAL DEPARTMENT DRAFT

a future land use classification of Urban Core Residential Small Lot (UCR-1) and zoning of Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 09106-21-13 (portion)

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:

Mayor

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

Last revised: 7/14/2023

23017619

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023-091
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.02 acres, more or less, and shown and designated as block 21, lot 13 on Richland County Tax Map 09106. Said parcel having such boundaries and measurements as are shown on said tax map.

Less and excepting all that portion of said parcel previously annexed into the City of Columbia on May 26, 1925.

LEGAL DEPARTMENT DRAFT

Last revised 7/14/2023

23017619

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: June 20, 2023

RE: **Property Address:** 68 Riverview Court (portion)
Richland County TMS#: 09106-21-13 (portion)
Owner(s): David Charles Miller and Gwenevere Garris Miller
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Core Residential Small Lot (UCR-1)
Current County Zoning: Residential Multifamily High Density (RM-HD)
Proposed City Zoning: Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B)
Reason for Annexation: Parcel Currently Split by Boundary; Donut Hole - Primary
City Council District: 1
Census Tract: 6

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 13, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

cc:

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

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

Planning Commission Land Use Recommendation: UCR-1 (Land Use classification) by S-O,
 on 7/13/23 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RSF-3, (Zoning classification) by S-O,
 on 7/13/23 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Subject Property

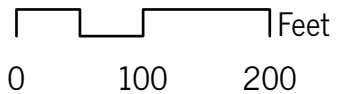
Future Land Use

68 Riverview Court (portion), TMS# 09106-21-13 (portion)
 Current Richland Co. Future Land Use: Mixed Residential (High Density)
 Proposed City Future Land Use: Urban Core Residential Small Lot (UCR-1)

22.c

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- 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
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

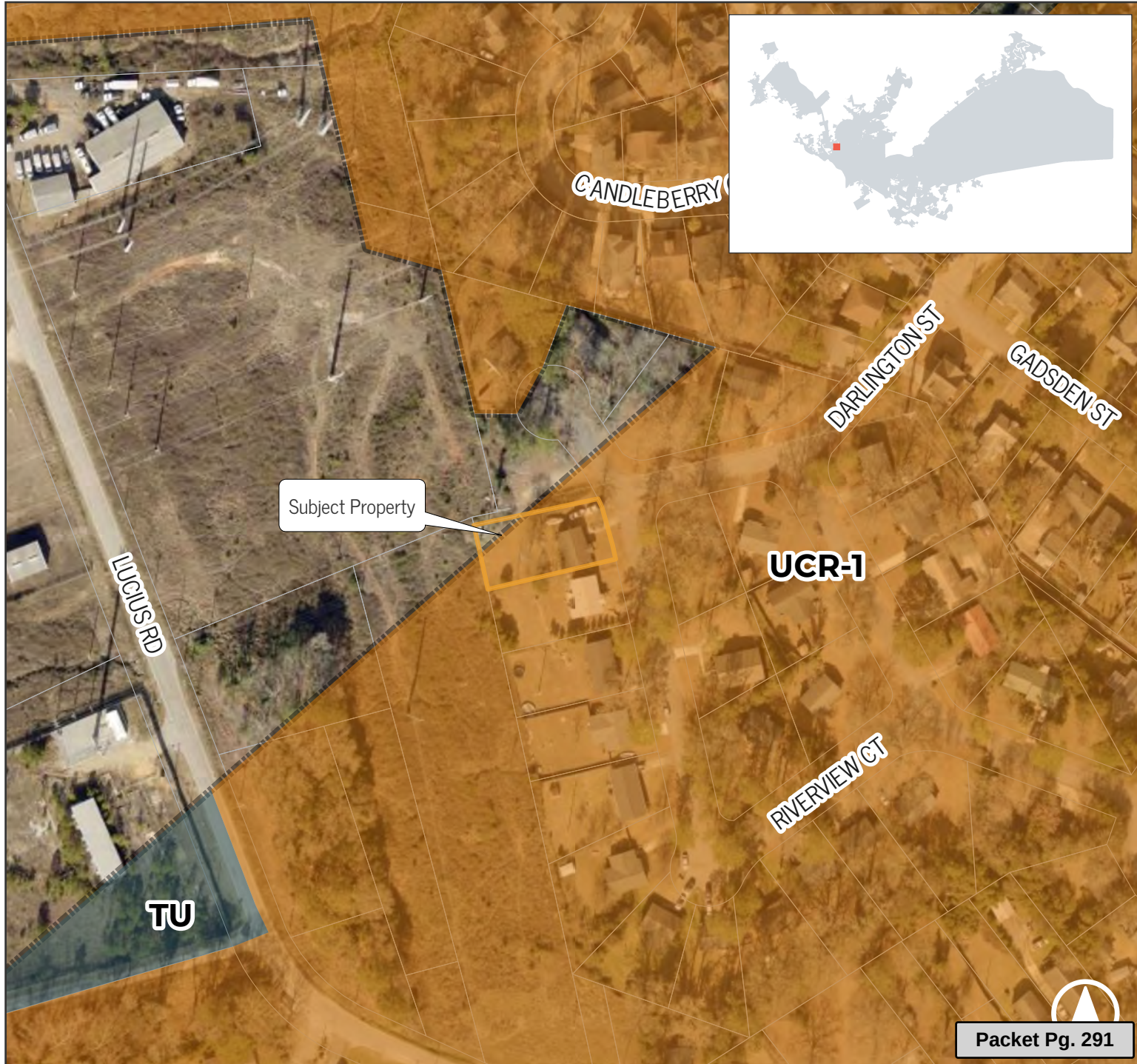


Planning & Development Services Department

Created by: ladeforth Date: 6/12/2023



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Zoning

68 Riverview Court (portion), TMS# 09106-21-13 (portion)

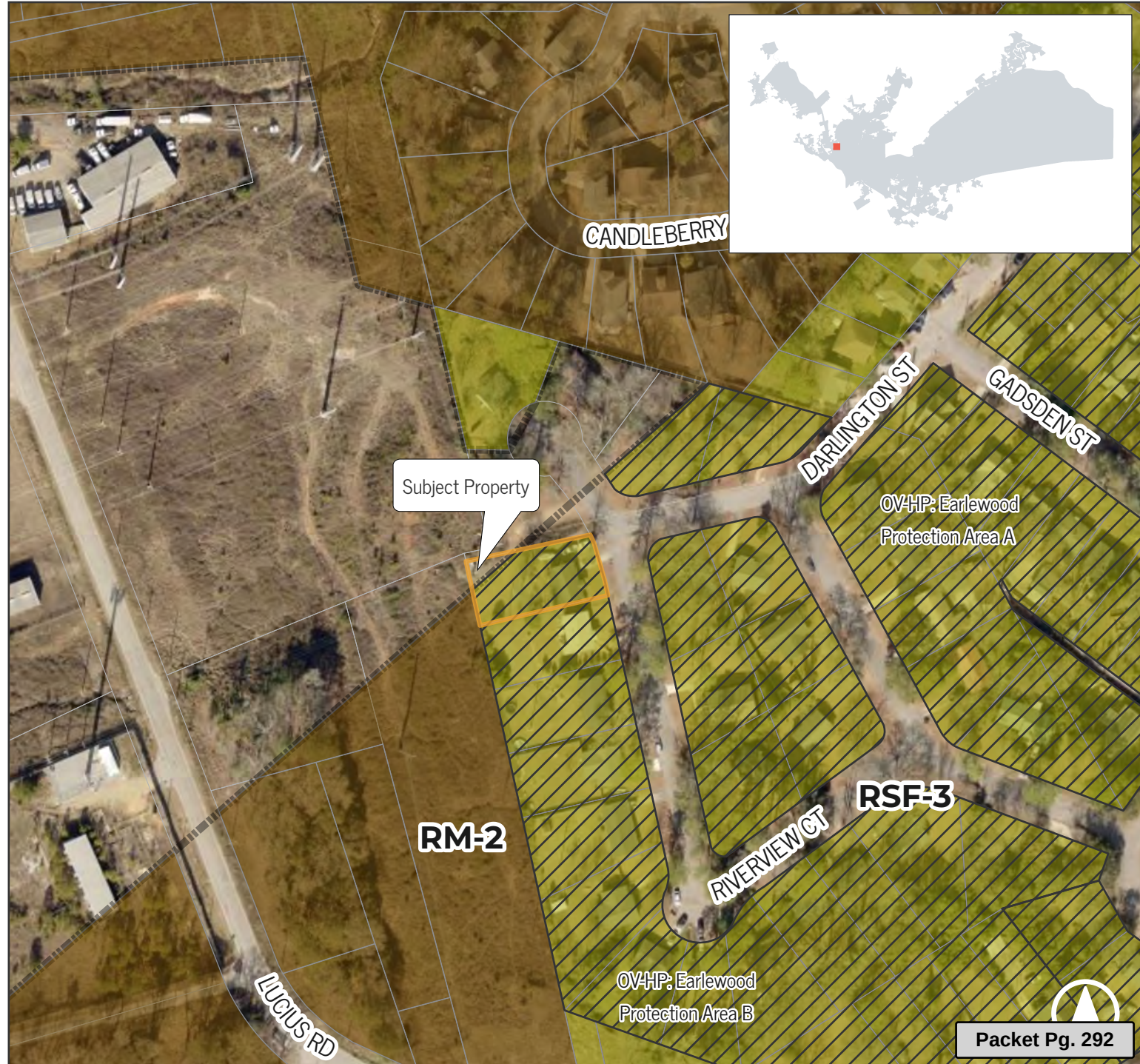
Current Richland Co. Zoning: Residential Multifamily High Density (RM-HD)

Proposed City Zoning: Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B)

22.c

Legend

- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- OV-HP: Historic Preservation Overlay Districts
- Parcels
- City Limits



0 100 200 Feet

Planning & Development Services Department

Created by: ladeforth Date: 6/16/2023



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

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

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.02 acres, more or less, and shown and designated as block 21, lot 13 on Richland County Tax Map 09106. Said parcel having such boundaries and measurements as are shown on said tax map.

Less and excepting all that portion of said parcel previously annexed into the City of Columbia on May 26, 1925.

Richland County TMS: 09106-21-13 (portion)

Property Address: 68 Riverview Court (portion)



 David Charles Miller

Date: _____

5/17/23



 Gwenevere Garriss Miller

Date: _____

5/17/23



TMS# 09106-21-13 (portion)
Currently unincorporated
portion of property to be
annexed (approximate)

Prepared by KUCERA ASSOCIATES Photogrammetric Consultants Mentor, Ohio	REVISIONS DATE FIELD CHECKED DATE LAST REVISED		PROPERTY LINE RIGHT OF WAY CITY LIMITS SCHOOL DIST. RAILROAD PUBLIC ROAD AND BLOCK DIVIDER	LEGEND R DENOTES BUILDING USE R - RESIDENTIAL C - COMMERCIAL ETC. (B) (C) DENOTES SEPARATE OWNER FROM BUILDING	BLOCK NO. LOT NO. LOT MEASUREMENT ACREAGE ADDRESS	50 50 150.5 6.55 AC. 1204	PROPERTY TAX MAP RICHLAND COUNTY SOUTH CAROLINA		MAP KEY 091-03 091-07 091-11 091-02 091-06 091-10 091-01 091-05 091-09	GRAPHIC SCALE 0 100 200 300 1" = 100' LOCATION AND DIMENSIONS OF BUILDINGS MAY NOT BE DRAWN TO SCALE.		LAUREL HILL PROPERTY MAP SHEET NO. 09106 SCHOOL DISTRICT ICC, IUR
	12/83	12/04										
	12/85	12/05										
	12/86	12/06										
12/87	12/01											
12/88	12/02											
	12/03											



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for ± 9.1 acre portion, ± 15.4 acre portion, and ± 1.0 acre portion of 300 Clemson Road; and ±3.9 acre portion of 200 Clemson Road; TMS#25700-02-03 (portion) and 25700-02-05 (portion)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-089 - Annexing a 9.1 acre portion, a 15.4 acre portion and a 1 acre portion of 300 Clemson Road and a 3.9 acre portion of 200 Clemson Road, Richland County TMS #25700-02-03 (portion) and TMS #25700-02-05 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property and assign land use classifications of Community Activity Corridor (AC-2) and Neighborhood Activity Corridor (AC-1) and assignment of zoning of General Commercial District (GC). The property is currently classified as Mixed Use Corridor and zoned Rural (RU) and Residential Single Family Low Density (RS-LD) by Richland County.

Applicant: Lee Lorick Prina II, Successor Trustee

Staff Recommendation: Denial

PC Recommendation: 07/13/2023; Approval (5-0)

ATTACHMENTS:

- **#a:** ANNEX-2023-0010_Clemson Rd_ZPH_pkt (PDF)
- **#b:** 2023-089- Annex and Incorporate 200 Clemson Road - leigh edits (PDF)

- #c: ClemsonRd_Offer_Notice (PDF)
- #d: ClemsonRd_Petition (PDF)
- #e: Land Use Map(PNG)



CITY COUNCIL

August 15, 2023 at 4:00pm

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

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

**± 9.1 acre portion, ± 15.4 acre portion, and ± 1.0 acre portion of 300 Clemson Road; and ±
3.9 acre portion of 200 Clemson Road;
TMS# 25700-02-03 (portion) and 25700-02-05 (portion)**

Council District:	4
Proposal:	Request to annex the property and assign land use classifications of Community Activity Corridor (AC-2) and Neighborhood Activity Corridor (AC-1) and assignment of zoning of General Commercial District (GC). The property is currently classified as Mixed Use Corridor and zoned Rural (RU) and Residential Single Family Low Density (RS-LD) by Richland County.
Applicant:	Lee Lorick Prina II, Successor Trustee
Staff Recommendation:	Denial - see <i>Staff Recommendation</i> section below
PC Recommendation:	07/13/2023; Approval (5-0)
ZPH, 1 ST Reading:	06/20/2023; Pending
2 nd Reading:	07/18/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 29.40 acres

Current Use: Undeveloped

Proposed Use: Commercial

Reason for Annexation: Municipal Services

Urban Service Area: Primary

Current County Land Use Classification: Mixed Use Corridor

Proposed City Land Use Classifications: Community Activity Corridor (AC-2) and Neighborhood Activity Corridor (AC-1)

Current County Zoning: Rural (RU) and Residential Single Family Low Density (RS-LD)

Proposed City Zoning: General Commercial District (GC)

Census Tract: 114.14

DETERMINATION FOR CITY SERVICES

The following determinations are estimates of the benefits and costs associated with the annexation of the subject property:

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this property would be **approximately \$8,400 per year**, based on calls to similar commercial properties within the City limits.

Fire

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

Solid Waste

There is no anticipated need for City Solid Waste service at this site.

Engineering

Because water lines are available to this property, Utilities and Engineering should **not incur any costs** associated with this annexation. Sanitary Sewer service is provided by Palmetto Utilities.

Water Customer Care

This is undeveloped property, so any new customers would mean new revenue to the City. Customers on the property will pay water rates approximately 40% lower than out-of-city customers.

Planning & Development Services

While our recommendation on the requested zoning district is denial (see staff recommendation below), we otherwise **recommend approval** of the annexation of this property, which is located within a Primary Area as designated in the Urban Service Area plan. Specific development plans are not known at this time, however the petitioner wishes for the property to be zoned commercially in preparation for future development. Estimated City real estate tax revenue would be **approximately \$113,000 per year** at buildout, based on the taxable value of similar and nearby commercial properties.

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

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Primary Areas

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

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

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is split between Neighborhood Activity Corridor (AC-1) along Spears Creek Church Road and Community Activity Corridor (AC-2) along Clemson Road in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Mixed Use Corridor.

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

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

The subject property is not located within the study area of an existing 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 Rural (RU) and Residential Single Family Low Density (RS-LD) by Richland County. Parcels surrounding the property fronting on Clemson Road within the City of Columbia are currently zoned Residential Mixed District (RM-2) to the east, Mixed-Use District (MU-2) to the southwest, and General Commercial District (GC) to the north. Parcels surrounding the property fronting on Spears Creek Church Road within the City of Columbia are currently zoned Residential Mixed District (RM-2) to the west, Planned Development District (PD) to the northeast, and Mixed-Use District (MU-2) to the west.

The unincorporated parcel adjacent to the Spears Creek Church Road portion of this request is zoned Neighborhood Commercial (NC) by Richland County. Unincorporated parcels to the south and northwest of the Clemson Road portion of this request are zoned RS-LD by Richland County, GC to the west, and RU to the northwest.

The requested City of Columbia zoning district for all properties is General Commercial District (GC).

Refer to attached zoning district description for proposed City of Columbia zoning.

STAFF RECOMMENDATION

As the annexation, future land use, and zoning district are being considered together, staff recommends denial of this application. It should be noted that this recommendation is based primarily upon the requested GC zoning district, and staff otherwise believes that the annexation of the property would be beneficial to the City.

The requested zoning of General Commercial District (GC) would not result in a development pattern that aligns with the recommendations of the County's comprehensive plan. The Richland County Comprehensive Plan states that areas designated with a Mixed-Use Corridor future land use classification should "be transformed over time from traditional strip commercial development to Mixed-Use Corridors connecting Activity Centers. Between Activity Centers, corridors should be redeveloped to convert single story, single use developments on individual lots to multi-story, mixed use formats that organize uses in a pedestrian-friendly format."

Procedurally, if Council wishes to annex this property with different zoning and land use classifications than those being applied for, the Planning Commission would need to review the alternatively proposed zoning and land use and make a recommendation before the request could return to Council for approval.



WOODCREEK RIDGE DR

SPEARS CREEK CHURCH RD

Subject Property

PEACH GROVE CIR

BROCKWAY DR



Future Land Use

23.a

± 9.1 acre portion, ± 15.4 acre portion, and ± 1.0 acre portion of 300 Clemson Road; and ± 3.9 acre portion of 200 Clemson Road (portions of TMS# 25700-02-03 (portion) and 25700-02-05 (portion))
 Current Richland Co. Future Land Use: Mixed Use Corridor
 Proposed City Future Land Use: Community Activity Corridor (AC-2) and Neighborhood Activity Corridor (AC-1)

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
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- EC - Employment Campus
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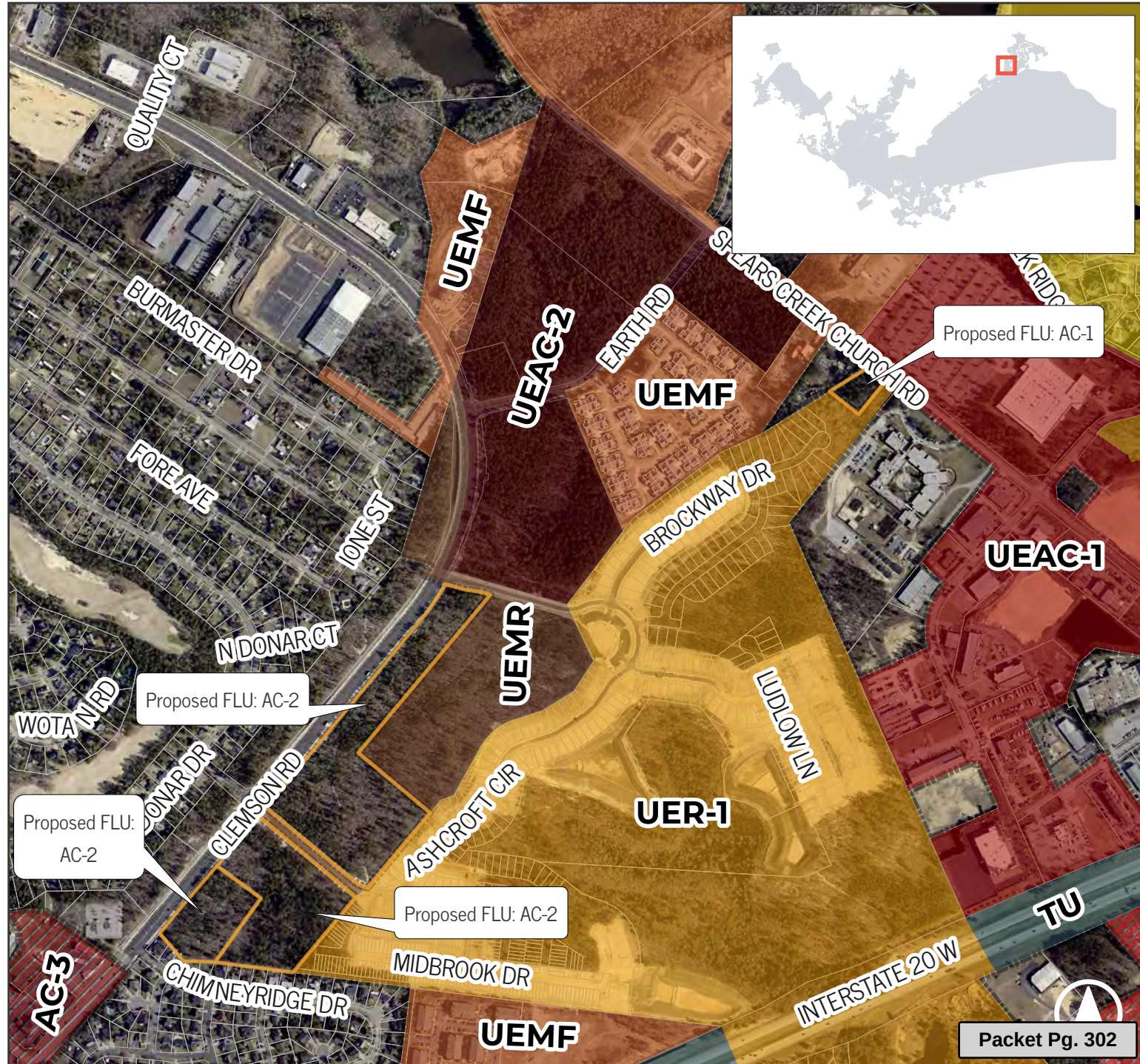
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Planning & Development Services Department

Created by: ladeforth Date: 6/16/2023



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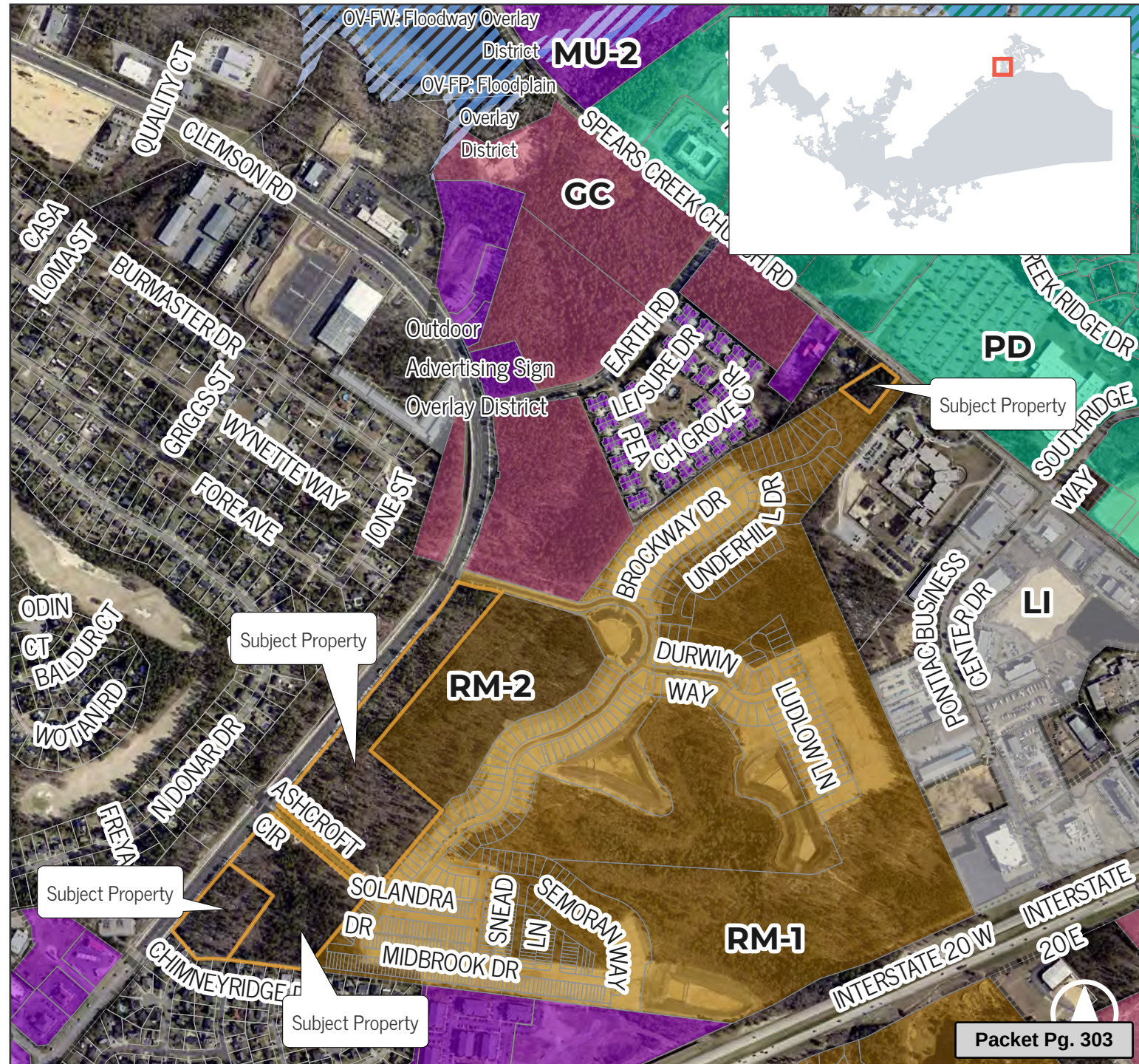
Zoning

± 9.1 acre portion, ± 15.4 acre portion, and ± 1.0 acre portion of 300 Clemson Road; and ± 3.9 acre portion of 200 Clemson Road; TMS# 25700-02-03 (portion) and 25700-02-05 (portion)
 Current Richland Co. Zoning: Rural (RU) and Residential Single Family Low Density (RS-LD)
 Proposed City Zoning: General Commercial (GC)

23.a

Legend

- GC: General Commercial District
- MU-2: Mixed-Use
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- LI: Light Industrial District
- PD: Planned Development
- OV-OAS: Outdoor Advertising Sign Overlay District
- OV-FW: Floodway Overlay District
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0 400 800 Feet

Planning & Development
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Packet Pg. 303

Current Future Land Use Classification

MIXED-USE CORRIDOR

Land Use and Character

Areas include established commercial, office, and medium-density residential developments located along principal arterial roads, and exclude established single-family residential subdivisions that may be located in the corridor. Mixed-use corridor areas should provide a vertical and horizontal mix of suburban scale retail, commercial, office, high-density residential, and institutional land uses. Open spaces and parks are also important uses within Mixed-Use Corridors. These corridors are punctuated by higher intensity development located at “nodes” called Activity Centers where the highest density and integration of mixed uses occurs.



Desired Development Pattern

Suburban commercial corridors should be transformed over time from traditional strip commercial development to Mixed-Use Corridors connecting Activity Centers. Between Activity Centers, corridors should be redeveloped to convert single story, single use developments on individual lots to multi-story, mixed use formats that organize uses in a pedestrian-friendly format.



Transportation

Developments are encouraged to be planned as larger master planned developments to increase access management opportunities and reduce the number of driveways on serving roads. Internal connectivity between commercial, office, and residential developments should occur. As feasible, new road improvements and suburban commercial centers should provide safe and easy access to travelers riding the bus and walking from adjacent developments. Long term strategies should be developed to assess necessary adjustments to accommodate future rail transit.

Recommended Land Uses

Primary Land Uses: Multi-family housing, professional offices, restaurants and bars, financial institutions, medical offices, personal services, drug stores, smaller-scale retail shopping, parks and recreational facilities are appropriate along the corridor, and are preferably developed within mixed-use centers.

Secondary Land Uses: Other commercial uses such as drive-through restaurants, convenience stores and gasoline stations, and other more intensive commercial uses are more appropriate proximate to and within Activity Centers.

Policy Guidance

1. Access management techniques that consolidate methods of ingress and egress as a means to preserve transportation system capacity are encouraged.
2. To increase the vitality of corridors and their adjacent Activity Centers, new development should be sited with fronts facing the road or other site orientations to create a “main street” pattern of development.
3. Vertical mixing of uses (“stacking”) is the preferred form of development along the corridor and generally should range from 2-5 stories, with the tallest buildings in transition areas outside of activity centers and lower heights along the central portions of the corridor.
4. New development and redevelopment within aging commercial corridors should improve visual character along the corridor through site orientation, tree plantings and landscaping, architectural features, location of parking, and signage.
5. Larger master-planned developments are encouraged to use consistent design themes throughout, including architectural features and signage.
6. The location of parking to the side or rear of developments is encouraged. Consideration should be given to reduce parking requirements to facilitate redevelopment of underutilized properties.
7. Internal circulation for vehicles and pedestrians should be provided between uses, and connectivity with adjacent developments is preferred.

MIXED-USE CORRIDOR

8. Public-private partnerships should be undertaken on catalyst projects to trigger the redevelopment process in underutilized commercial corridors. Public investments may include the sale or conveyance of lands and public infrastructure improvements.

Relevant Plans

Broad River Road Corridor Master Plan, Lower Richland Community Strategic Master Plan, Southeast Richland Neighborhood Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area, Trenholm Acres Master Plan

Priority Investment Areas

#9 Decker Boulevard and Two Notch Road

Areas of Common Interest

Proposed projects in the Northwest, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

OI, NC, GC, RS-HS, RM-MD, RM-HD, PDD, RD, CRD, DBWP



S-40-52



Columbia, South Carolina



Google Street View

Jul 2022

[See more dates](#)



23.a

← 498 State Rd S-40-53

Elgin, South Carolina

 Google Street View

Oct 2022

[See more dates](#)

23.a



Google

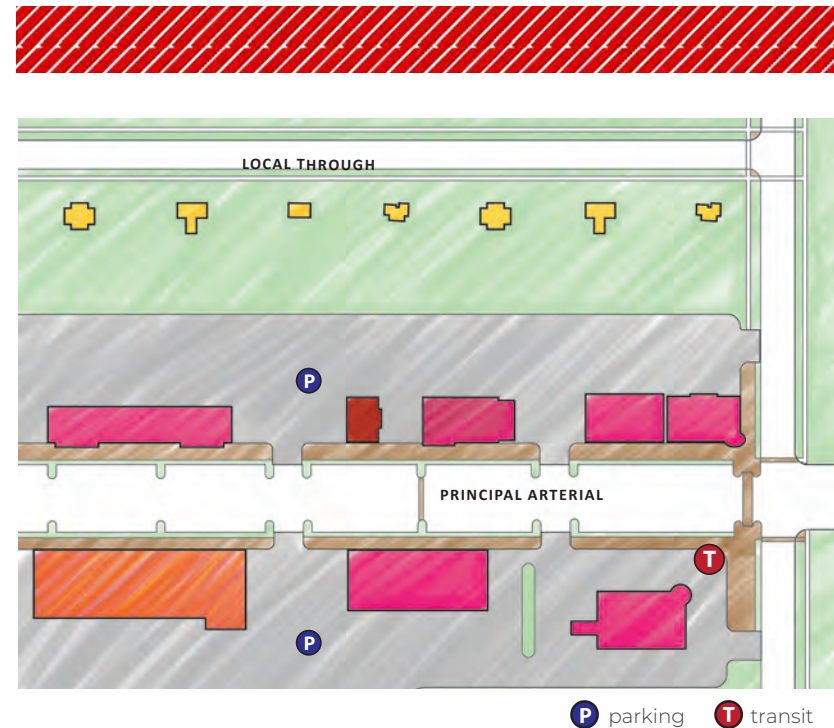
Packet Pg. 308

Proposed Future Land Use Classification

Development Types

COMMUNITY ACTIVITY CORRIDOR (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.



AC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

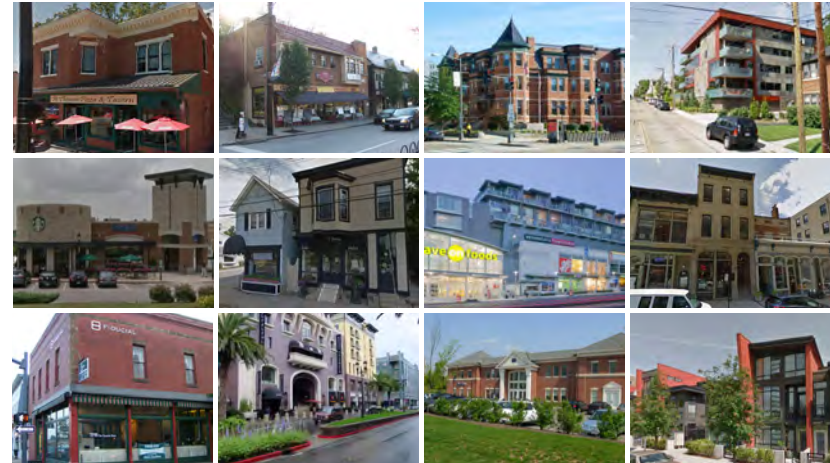
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-2 DEVELOPMENT PATTERN/CONTEXT

- Streets are principal or minor arterial roads carrying high traffic volumes,
- Blocks are not the base component for this development type.
- Lots are large and adequately deep and wide to accommodate groups of smaller businesses or medium to larger format buildings with sufficient parking. Floor area ratios (FARs) are usually in the range of 0.2 to 0.25 for these corridors, but FARs of 3.0 or greater may be appropriate as infill and redevelopment occur.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk, or setback with parking lots in front of the buildings. In new or redevelopment projects, setting the buildings close to the street is preferred with side or rear lots. Access to businesses should be provided from the sidewalk. Buildings may be out-lot, freestanding structures, or in attached strip mall-type structures.
- Designated off-street parking areas are typically located in front of or behind each building; corridors may also have on-street parking.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians, bicyclists, transit users, and motorists, as well as accessibility for all businesses.

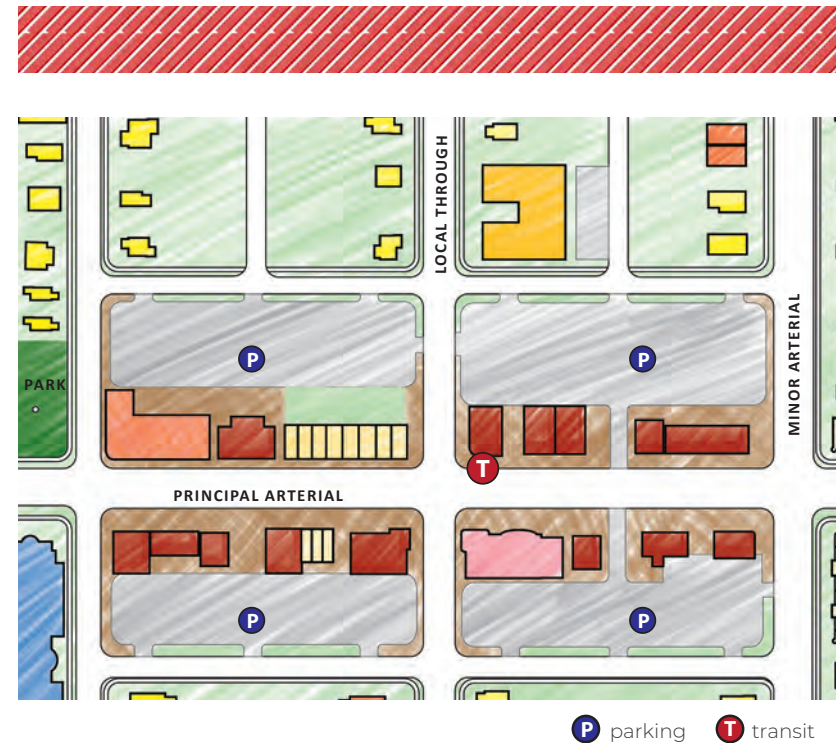


- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards are typical.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories.

Development Types

NEIGHBORHOOD ACTIVITY CORRIDOR (AC-1)

Neighborhood Activity Corridors are a linear extension of a Neighborhood or Community Activity Center. They contain nearly identical building types and uses to a Neighborhood Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are generally built on frontage lots along minor arterial or collector roadways but may also be found along principal arterials. They serve surrounding neighborhoods within a one-mile drive or a 15-minute walk and typically consist of a limited collection of commercial and service uses.



AC-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small
- Business/Employment Small (excl. Flex)

SECONDARY TYPES

- Single-family Attached
- Multi-family Small & Medium
- Civic/Institutional Small to Large

TERTIARY TYPES

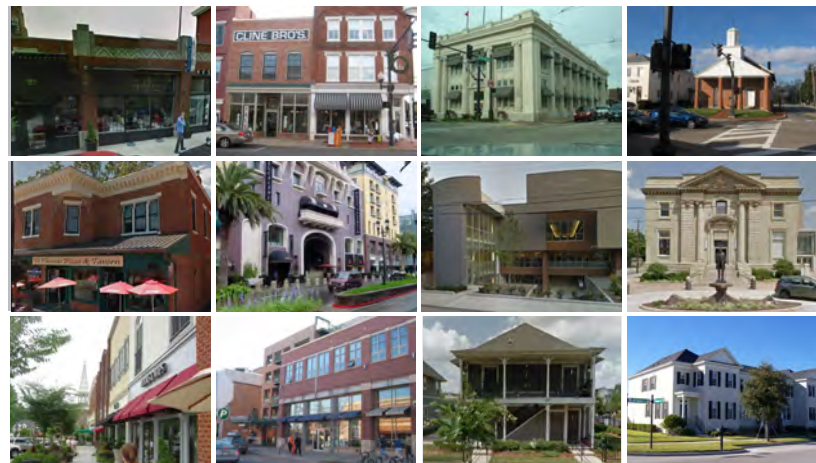
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-1 DEVELOPMENT PATTERN/CONTEXT

- Streets are generally minor arterials or collectors carrying moderate multi-modal traffic volumes. Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns.
- Blocks are generally the base component of this development type, and the uses in the activity corridor typically occupy the face of the block adjacent to the corridor. Alleyways can be used in redevelopment or infill to provide access to small rear parking lots.
- The subdivision of lots is regular within a block with small, equally sized parcels typically meeting mid-block. Deeper lots are typically found along major roads.
- Buildings are oriented toward the street and generally located to the front of the lot, right behind the sidewalk or a shallow setback, however they may have a small lawn when a converted residential structure is used. Access to businesses should be provided from the sidewalk.
- Individual buildings may be attached or built close to each other to establish a continuous street frontage.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may utilize on-street parking or may have small parking areas behind the building.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors.



- Open spaces provided on individual lots in the form of perimeter plantings and buffer yards are typical, as are tree and vegetation-lined rights-of-way. Pedestrian-oriented streetscape elements such as benches, street trees, landscaping, and outdoor dining areas are typical.
- Architectural detailing is human scale and includes windows, front entrances, porches, stoops, and /or balconies. The majority of buildings are one to two stories.

Proposed Zoning District



GC: General Commercial District

Purpose

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers.

Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

Intensity and Dimensional Standards

(1) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	20
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	75

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

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Community recreation center ²	Elementary, middle, or high school
Dwelling, mixed-use ²	Cultural facility	School, business or trade
Dwelling, multifamily ²	Day care facility ¹	Hospital
Dwelling, single-family detached ²	Government office	Laboratory, medical or dental
Dwelling, two-family ²	Library	Medical or dental clinic/office
Continuing care retirement community (CCRC) ¹	Membership organization facility	Nursing care facility
Residential care facility ²	Place of worship ¹	Arboretum or botanical garden
Broadcasting studio	Public safety facility	Cemetery
Newspaper or periodical publishing establishment	Social services facility	Park or greenway ¹
	College or university	Park and ride

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

GC: GENERAL COMMERCIAL

Parking lot ¹	Non-depository personal credit institution ¹	Community garden ²
Parking structure ²	Repair of personal goods	Crop production and processing
Passenger terminal, surface transportation	Car wash	Warehouse distribution and storage ²
Utility facility, major ²	Amusement park	Wholesale sales, not elsewhere listed ²
Utility facility, minor	Arena, stadium, or outdoor theater	Manufacturing, assembly, or fabrication, light
Animal shelter ²	Banquet hall	
Kennel ¹	Performing arts center	
Veterinary hospital or clinic ¹	Recreation facility, indoor, not elsewhere listed	
Equipment rental	Recreation facility, outdoor, not elsewhere listed	
Laboratory, testing or research	Building supplies and equipment store ²	
Lawn, tree, or pest control services	Consumer goods store	
Linen or uniform supply	Convenience store ²	
Self-service storage ¹	Farmers' market	
Eating establishment only ¹	Fuel sales (bulk) ²	
Eating and drinking establishment, Type 1 ¹	Grocery store or food market ¹	
Eating and drinking establishment, Type 2 ²	Liquor store ²	
Funeral home or mortuary	Pawn shop ²	
Business/Professional office	Commercial vehicle sales and rentals ¹	
Contractor's office	Gasoline sales and service station ¹	
Bank, retail	Personal vehicle repair and maintenance ²	
Beauty salon or barbershop	Personal vehicle sales and rentals ¹	
Body piercing or tattoo establishment ¹	Vehicle equipment supplies sales and rentals	
Dry cleaning pick-up ¹	Bed and breakfast ¹	
Laundry, coin-operated	Hotel or motel	
Nail salon		

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2023-089

Annexing a 9.1 acre portion, a 15.4 acre portion and a 1 acre portion of 300 Clemson Road and a 3.9 acre portion of 200 Clemson Road, Richland County TMS #25700-02-03 (portion) and TMS #25700-02-05 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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

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

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

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

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

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

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

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

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

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 200 Clemson Road and 300 Clemson Road and TMS# 25700-02-03 (portion) and TMS# 25700-02-05 (portion) containing 29.4 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.

3. This property shall be apportioned to City Council District #4, Census Tract 114.14, and assigned a future land use classification of Community Activity Corridor (AC-2) and Neighborhood Activity Corridor (AC-1) and zoning of General Commercial District (GC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 25700-02-03 (portion) and 25700-02-05 (portion)

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

Requested by:

Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023-089
EXHIBIT "A"
PROPERTY DESCRIPTION

All those certain pieces, parcels or lots 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, and shown as $\pm$ 3.9 ac. portion to be annexed, $\pm$ 9.1 ac. portion to be annexed, $\pm$ 15.4 ac. portion to be annexed, and $\pm$ 1.0 ac. portion to be annexed, on an Annexation Exhibit, Project No. 22010, dated April 11, 2023. Said Annexation Exhibit being incorporated by reference for a more complete description of the property.

LEGAL DEPARTMENT DRAFT

Last revised 7/14/2023

23017614

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: June 20, 2023

RE: **Property Address:** ± 9.1 acre portion, ± 15.4 acre portion, and ± 1.0 acre portion of 300 Clemson Road; and ± 3.9 acre portion of 200 Clemson Road
Richland County TMS#: 25700-02-03 (portion) and 25700-02-05 (portion)
Owner(s): Lee Lorick Prina II, Successor Trustee
Current Use: Undeveloped
Proposed Use: Commercial
Current County Land Use: Mixed Use Corridor
Proposed City Land Use: Community Activity Corridor (AC-2) and Neighborhood Activity Corridor (AC-1)
Current County Zoning: Rural (RU) and Residential Single Family Low Density (RS-LD)
Proposed City Zoning: General Commercial (GC)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 4
Census Tract: 114.14

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

Planning & Development Services staff will see to it that this matter is placed on the **July 13, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

cc:

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

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

Planning Commission Land Use Recommendation: AC-2 + (Land Use classification) by 5 - 0
AC - 1 on 7/13/2023 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: GC (Zoning classification) by 5 - 0
 on 7/13/2023 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



WOODCREEK RIDGE DR

SPEARS CREEK CHURCH RD

Subject Property

PEACH GROVE CIR

BROCKWAY DR



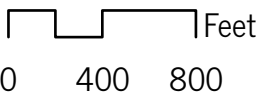
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23.c

Legend

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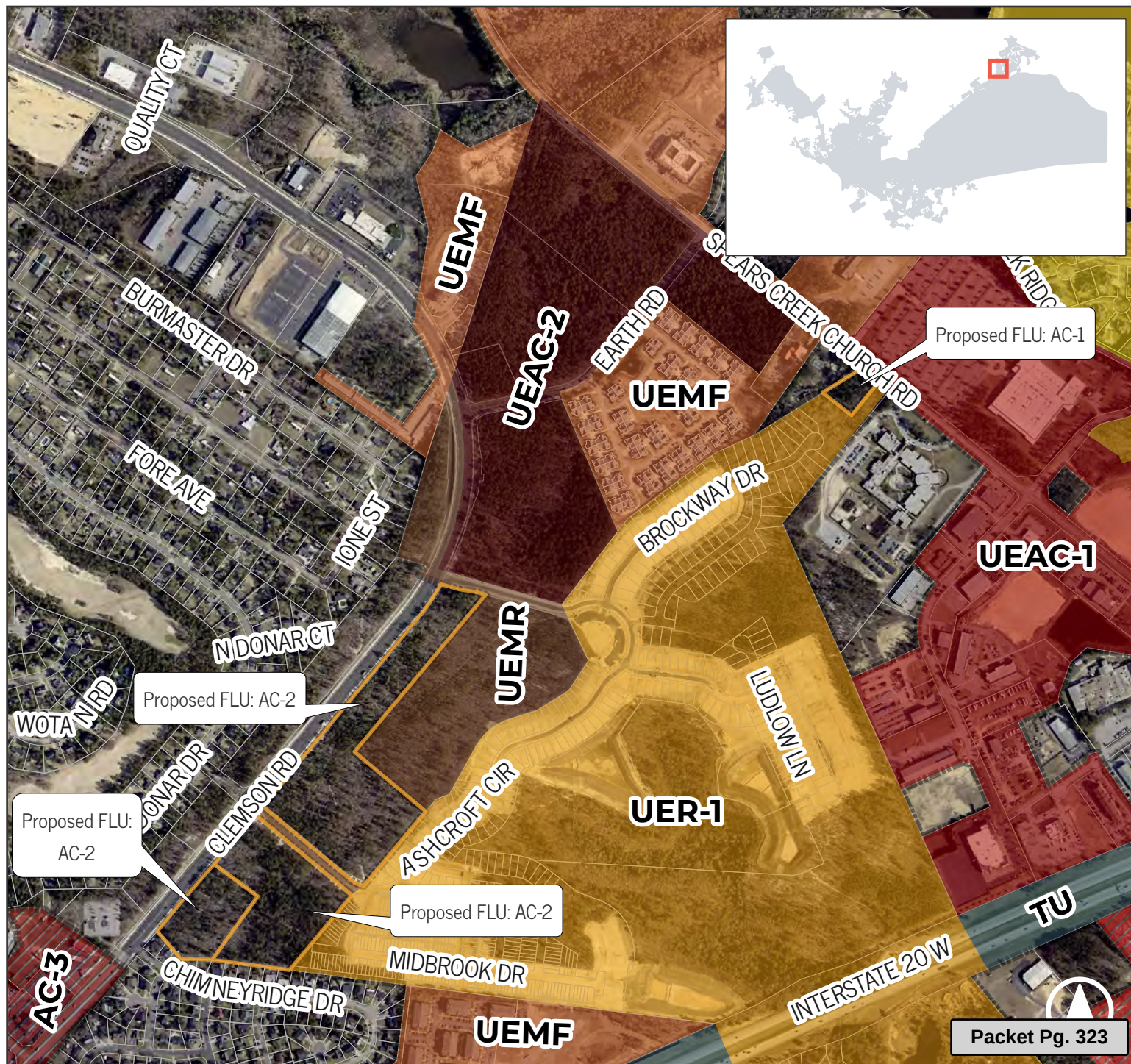


Planning & Development Services Department

Created by: ladeforth Date: 6/16/2023



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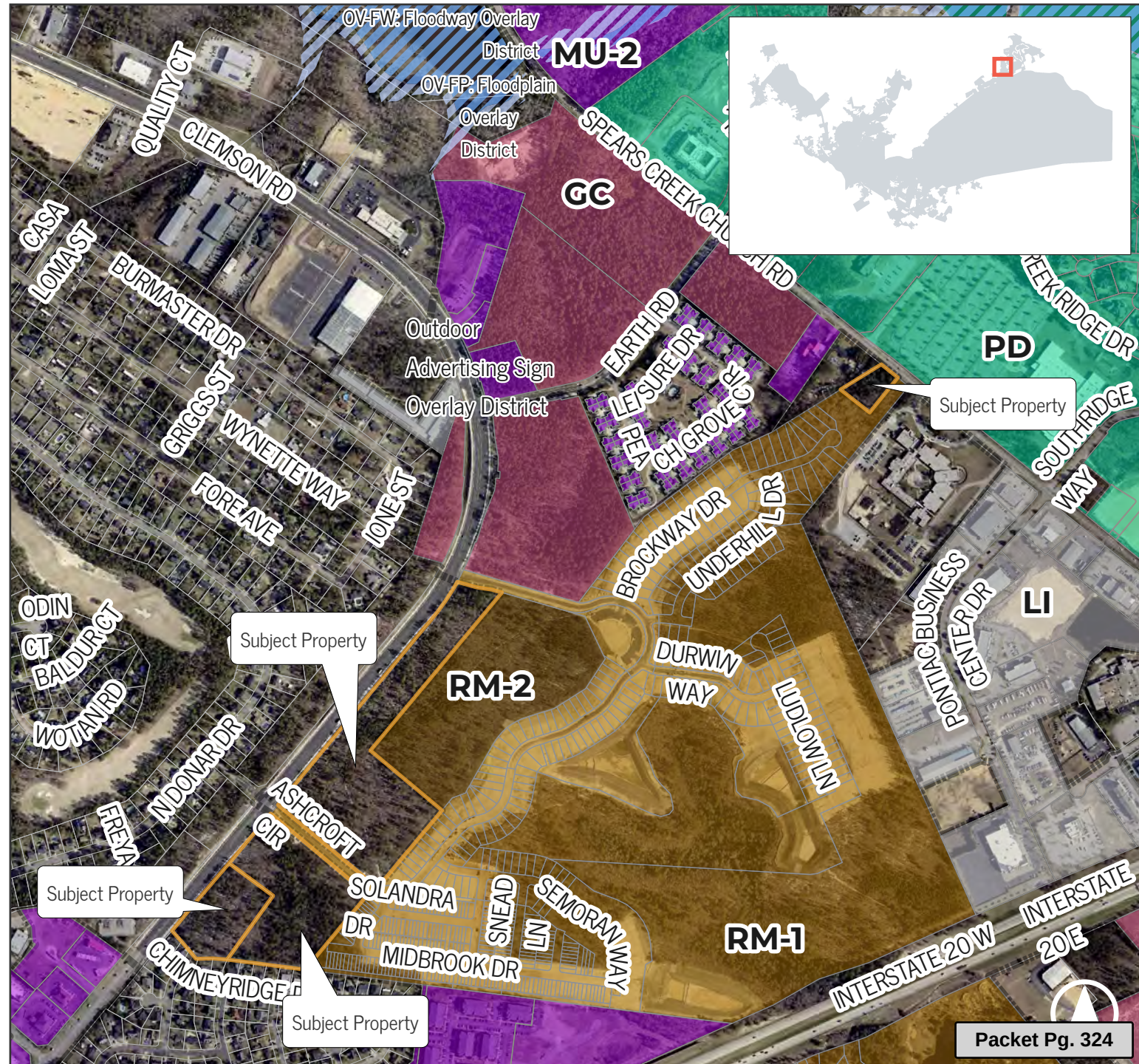
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23.c

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0 400 800 Feet

Planning & Development
 Services Department

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

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

Property Description: All those certain pieces, parcels or lots of land, 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, and shown as ± 3.9 ac. portion to be annexed, ± 9.1 ac. portion to be annexed, ± 15.4 ac. portion to be annexed, and ± 1.0 ac. portion to be annexed, on an Annexation Exhibit, Project No. 22010, dated April 11, 2023. Said Annexation Exhibit being incorporated by reference for a more complete description of the property.

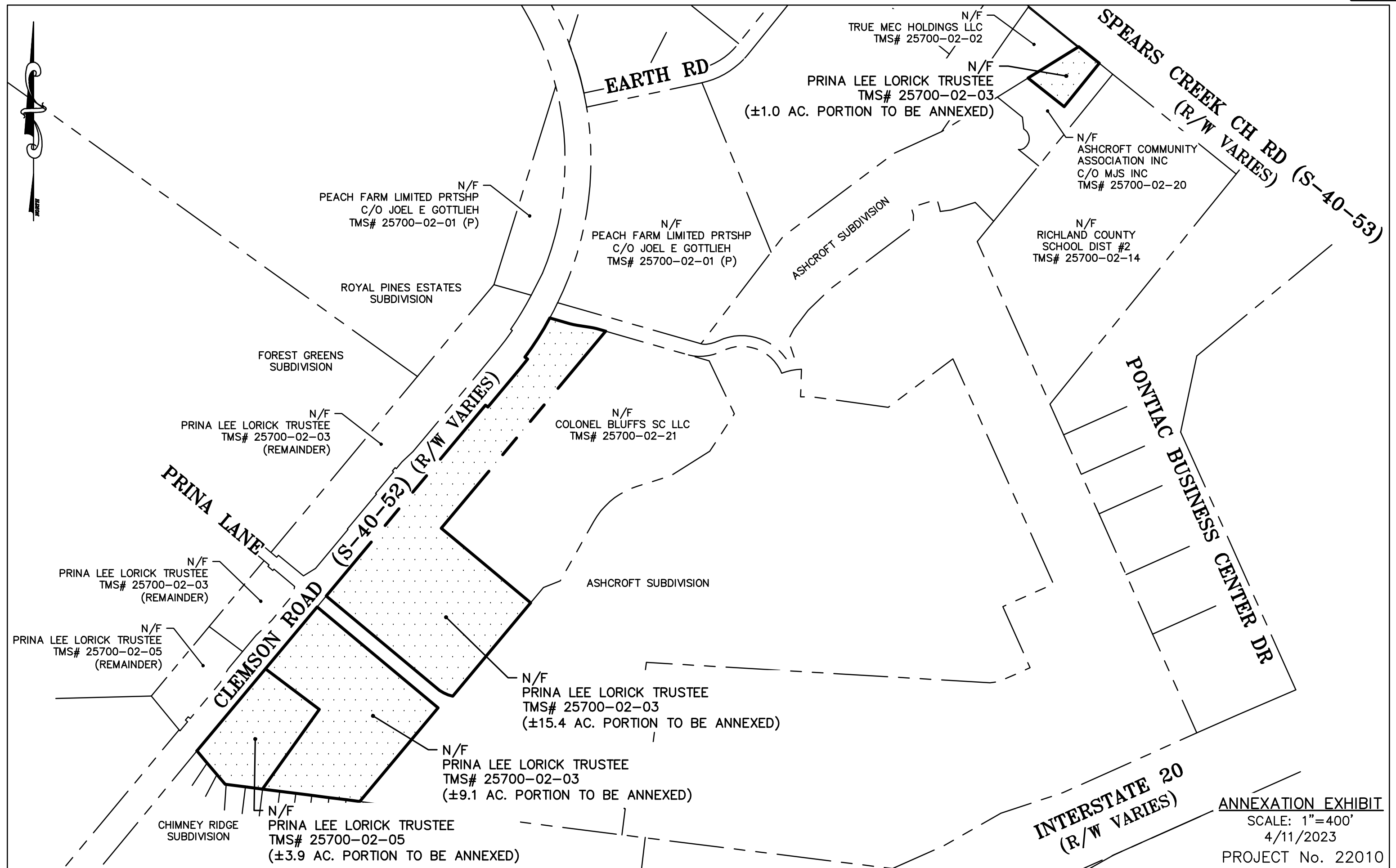
Richland County TMS: 25700-02-03 (portion) and 25700-02-05 (portion)

Property Address: ± 9.1 acre portion, ± 15.4 acre portion, and ± 1.0 acre portion of 300 Clemson Road; and ± 3.9 acre portion of 200 Clemson Road

Lee Lorick Prina II, Successor Trustee

Date: 5/12/23

Lee Lorick Prina II, Successor Trustee
 Lee Lorick Prina Revocable Trust
 Agreement, dated September 11, 1992





We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-098 - Granting an encroachment to Ryan Maltba for the use of the right of way area of the 1900 block of Pendleton Street for the installation and maintenance of brick pavers adjacent to 1927 Pendleton Street, Richland County
TMS# 11405-14-10

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 1907 Pendleton case packet (PDF)
- **#b:** 2023-098_1927_Pendleton_Encroachment (PDF)

**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-098**



**1900 BLOCK OF PENDLETON STREET
ADJACENT TO 1927 PENDLETON STREET
PAVERS**

Subject Property:	Right-of-way adjacent to 1927 Pendleton Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of brick pavers.
Applicant:	Ryan Maltba
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of brick pavers adjacent to 1927 Pendleton Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Any changes to the public sidewalk must meet ICC A117.1-2017 (ADA guidelines).
----------------	--

City of Columbia

City of Columbia GIS

24.a



Wednesday, July 19, 2023



CITY OF COLUMBIA GIS DATA DISCLAIMER

The City of Columbia GIS data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Packet Pg. 329



Permanent Encroachment

Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

	Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.	RM	RB
A completed and signed Application Form	RM	RB
Letters of Agency for all applications where the applicant is not the owner of the subject property	N/A	RB
Pictures or specification sheet of the items to permanently encroach the Right-of-way	RM	RB
Existing Site Plan Please see page 4 below for required content.	RM	RB
Proposed Site Plan Please see page 4 below for required content.	RM	RB

1 copy: min. 18 x 24 inches
or 1 digital copy (pdf
format) – may be 8 ½ inches
x 11 inches if legible

1 copy: min. 18 x 24 inches
or 1 digital copy (pdf
format) – may be 8 ½ inches
x 11 inches if legible



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name Ryan Maltba	
Company (if applicable)	
Address (street, city, state, zip) 1927 Pendleton Street, Columbia, SC 29201	
Phone (803) 487-3078	Email ryanmaltba@gmail.com

2. Property Information

Address 1927 Pendleton Street, Columbia SC 29201	
Tax Map Reference Number(s) 11405-14-10	
Current use Primary Residence	Proposed use Primary Residence

3. Property Ownership

Does the applicant own the adjacent property? ☒ Yes ☐ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment

Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

I want to keep the existing ~9ft drive way down the center and add ~6 inches of brick pavers (approximately 2-3 courses) to either side to create a decorative border and reach the 10ft max width.

The upper curb and decorative driveway addition will be flush with the existing sidewalk as the existing driveway currently is. The existing street curb style will be extended into the mouth of the drive way and transition to a slanted curb once out of the street. It will be painted yellow on the corners to the same extent as it was previously.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment

Application and Checklist

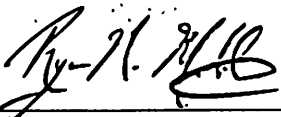
Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant	
	
Print Name	Date
Ryan Maltba	07/18/2023

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THIS SURVEY IS NOT VALID WITHOUT AN ORIGINAL SIGNATURE.

Book 2789-3902
2022059118 10/21/2022 13:18:35:740
Plat Oversized 11 x 17
State Tax: \$0.00
County Tax: \$0.00
Fee: \$25.00
John T. Hopkins II
2022059118
Richland County R.O.D.

NOW OR FORMERLY
TIMOTHY J. LYONS
TMS# R11405-14-11

NOW OR FORMERLY
1015 LAURENS, LLC
TMS# R11405-14-08

NOW OR FORMERLY
MAX MANNILLO
TMS# R11405-14-09

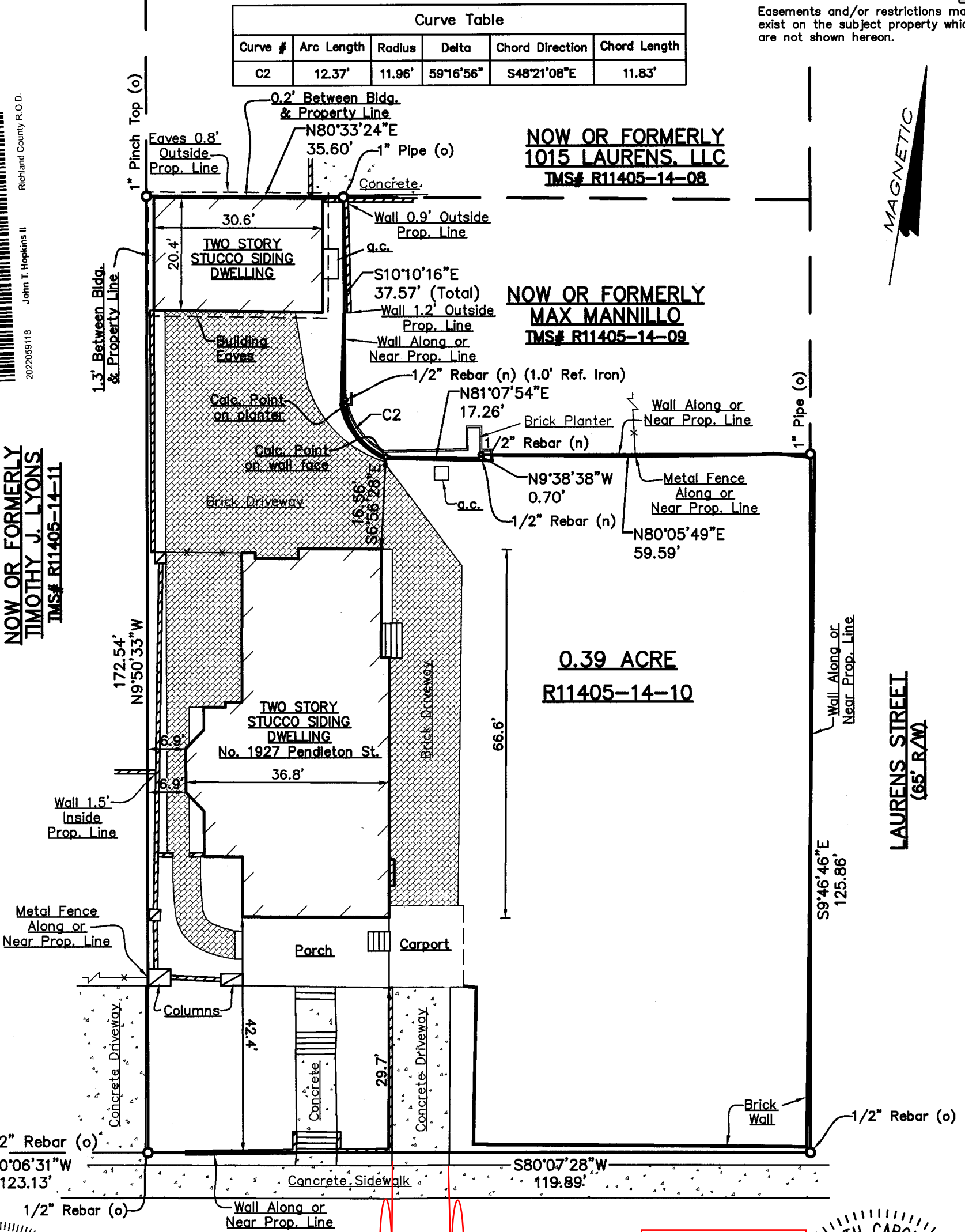
0.39 ACRE
R11405-14-10

LAURENS STREET
(65' R/W)

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Direction	Chord Length
C2	12.37'	11.96'	59°16'56"	S48°21'08"E	11.83'

Easements and/or restrictions may exist on the subject property which are not shown hereon.

MAGNETIC

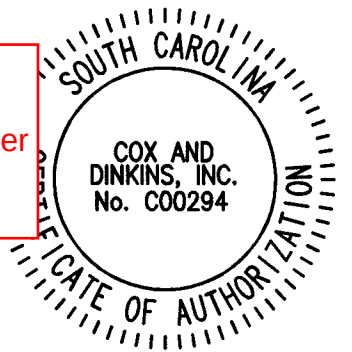


PENDLETON STREET
(100' R/W)

PLAT
PREPARED FOR

RYAN MALTBA

Approximately 6"
decorative brick
pavers along either
side of driveway



RICHLAND COUNTY, COLUMBIA, S.C.

THE SAME BEING SHOWN ON PLAT PREPARED FOR LUCILE T. SYLVAN, BY WILLIAM WINGFIELD, DATED SEPTEMBER 27, 1960, REVISED OCTOBER 18, 1960, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK NO. 16, PAGE 413. THE SAME ALSO BEING SHOWN ON PLAT PREPARED FOR MARVIN J. CAUGHMAN & SARA H. CAUGHMAN, BY COX AND DINKINS, INC., DATED NOVEMBER 22, 1991. DEED BOOK REFERENCE D890, PAGE 332.

EXEMPTION FROM REVIEW PROCESS

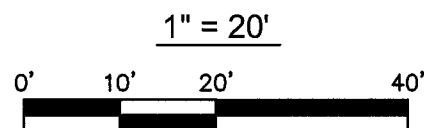
This plat is a SURVEY of an existing lot of record with no changes to existing lot lines.

X
(Registered Surveyor)

Printed Name: J. Don Rawls, Jr.

License#: 13517

OCTOBER 18, 2022



COX AND DINKINS

ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS

724 BELTLINE BLVD.

COLUMBIA, SC 29205

803.254.0518

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. 13517
J. DON RAWLS, JR.

ORDINANCE NO.: 2023-098

Granting an encroachment to Ryan Maltba for the use of the right of way area of the 1900 block of Pendleton Street for the installation and maintenance of brick pavers adjacent to 1927 Pendleton Street, Richland County TMS# 11405-14-10

WHEREAS, Ryan Maltba (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1900 block of Pendleton Street for the installation and maintenance of brick pavers adjacent to 1927 Pendleton Street, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2023, that Grantee is hereby granted the right to use the right of way area of the 1900 block of Pendleton Street adjacent to 1927 Pendleton Street, Richland County TMS# 11405-14-10, for the installation and maintenance of brick pavers as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

8. Any changes to the public sidewalk must meet ICC A117.1-2017 (ADA guidelines).

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2023-049 - Authorizing consumption of beer and wine only at the ColaJazz Fest in the 1700 block of Main Street between Laurel Street and Blanding Street on Sunday, October 1, 2023 with a rain contingency date of Sunday, October 8, 2023

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R_2023_049_ColaJazzFest_Oct 1 (PDF)
- **#b:** Event Request-Resolution to Allow Beer, Wine & Liquor on City Property - 9-19-2022 (PDF)
- **#c:** Special Duty Request Form 301-14 REV (PDF)

RESOLUTION NO.: R-2023-049

Authorizing consumption of beer and wine only at the ColaJazz Fest in the 1700 block of Main Street between Laurel Street and Blanding Street on Sunday, October 1, 2023 with a rain contingency date of Sunday, October 8, 2023

WHEREAS, the ColaJazz Foundation ("Sponsor") is hosting the ColaJazz Fest on Sunday, October 1, 2023 from 3:00 p.m. until 9:00 p.m. with a rain contingency date of October 8, 2023 ; and,

WHEREAS, the ColaJazz Foundation has requested permission for the temporary closing and use of the 1700 block of Main Street between Laurel Street and Blanding Street for ColaJazz Fest from 11:00 a.m. until 11:00 p.m. for preparation and staging of the area for an outdoor event to be held between 3:00 p.m. until 9:00 p.m., and for patrons to consume beer and wine beverages only on Sunday, October 1, 2023 from 3:00 p.m. until 8:30 p.m. with a rain contingency date of Sunday, October 8, 2023; and,

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

1. Firearms shall be prohibited in the 1700 block of Main Street between Laurel Street and Blanding Street for ColaJazz Fest, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Sunday, October 1, 2023, 3:00 p.m. until 9:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the 1700 block of Main Street between Laurel Street and Blanding Street and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

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

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

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 3:00 p.m. until 9:00 p.m.

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

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2023, that the sale of beer and wine beverages only in plastic containers or cans only is authorized on Sunday, October 1, 2023, from 3:00 p.m. until 8:30 p.m. with a rain contingency date of Sunday, October 8, 2023; and,

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

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

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

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

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

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

BE IT FURTHER RESOLVED that during the designated time the 1700 block of Main Street between Laurel Street and Blanding Street for ColaJazz Fest that serves as the designated event area, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of courtyard/plaza area adjacent to the Museum for ColaJazz Fest, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer

LEGAL DEPARTMENT DRAFT

or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Sunday, October 1, 2023, the 1700 block of Main Street between Laurel Street and Blanding Street shall be closed on Sunday, June 8, 2023. 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 or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST **05/25/2023**

ESTIMATED NUMBER OF
ATTENDEES ANTICIPATED: **600**

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)

MARK RAPP
Executive Director, ColaJazz Foundation
mark@colajazz.com
1.917.455.1411
2123 College Street, Columbia, SC 29205

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

COLAJAZZ FEST

DATE(S) OF EVENTS: (multiple day can be on one request)

OCT 1, 2023

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.)

OCT 8, 2023

1700 Block of Main Street between Laurel and Blanding Streets

LOCATION OF EVENT
(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

1700 Block of Main Street between Laurel and Blanding Streets

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)

11am - 11pm

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

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)*

3:00 p.m. - 9:00 p.m.

HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES
(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.)*

3:00 p.m. - 8:30 p.m.

Do you intend to serve liquor in addition to beer and wine? Yes ☐ No ☒

***DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM* When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.**

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 should be faxed to (803-737-4250), mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202 or e-mailed to Jennifer.Hendrix@columbiasc.gov. 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.). Written approval from the neighborhood president and adjoining business/ property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***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. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine and/or liquor are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages 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. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr.; 803-545-3703; george.adams@columbiasc.gov
Legal Department – Jennifer L. Hendrix; 803-737-4242; fax 803-737-4250; jennifer.hendrix@columbiasc.gov - resolution preparation
Parking Services – Tori Salvant; (803) 545-0287; tori.salvant@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing
Last revised: 8/18/2022



CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM



I, Mark Rapp / ColaJazz Foundation, request the services of the City of Columbia Police
 (Individual/Business)

Department to perform law enforcement duties at 1700 Block of Main Street between Laurel and Blanding Streets
 (Location for Assignment)

for the time period of October 1, 2023 between 3pm - 9pm
 (Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and **no cash payments** are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

SIGNATURE OF REQUESTOR

May 25, 2023

DATE

1.917.455.1411

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: 2023-058 - Authorizing consumption of beer and wine only at the Palmetto Peanut Boil Fundraiser in the 2900 block of Devine Street on Saturday, September 30, 2023 with a rain contingency date of Saturday, October 7, 2023

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R_2023_058_Palmetto_Peanut_Boil_Sep 30 (PDF)
- **#b:** Event Request-Resolution to Allow Beer, Wine & Liquor on City Property - 2023 (PDF)
- **#c:** Palmetto Peanut Boil 2023 Special Duty Request (PDF)
- **#d:** Palmetto Peanut Boil 2023 Parade Request (PDF)

RESOLUTION NO.: R-2023-058

Authorizing consumption of beer and wine only at the Palmetto Peanut Boil Fundraiser in the 2900 block of Devine Street on Saturday, September 30, 2023 with a rain contingency date of Saturday, October 7, 2023

WHEREAS, the Animal Mission, ("Sponsor") is sponsoring the Palmetto Peanut Boil on Saturday, September 30, 2023 in the 2900 block of Devine Street between Sims Avenue and Holly Street with a rain contingency date of Saturday, October 7, 2023 from noon to 6:30 p.m.; and,

WHEREAS, the Sponsor has requested permission for the temporary closing and use of the 2900 block of Devine Street between Sims Avenue and Holly Street from 8:00 a.m. until 7:00 p.m. for set up, clean up, and staging of the event to be held on Saturday, September 30, 2023 from noon until 6:30 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of noon until 6:00 p.m.; and for crowd control and overflow; and,

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

1. Firearms shall be prohibited at the 2900 block of Devine Street between Sims Avenue and Holly Street, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, September 30, 2023 from noon until 6:30 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the 2900 block of Devine Street between Sims Avenue and Holly Street, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis.

LEGAL DEPARTMENT DRAFT

Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

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

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

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 8:00 a.m. until 7:00 p.m.

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

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2023, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of noon and 6:00 p.m. on Saturday, September 30, 2023 with a contingency date of Saturday, October 7, 2023; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the sponsor shall approve or disapprove all amplified entertainment activities; and,

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

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

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

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 2900 block of Devine Street between Sims Avenue and Holly Street, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of courtyard/plaza area adjacent to the Museum for Family Fun Night, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

LEGAL DEPARTMENT DRAFT

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

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

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

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

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	6/20/2023	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Jen Coody The Animal Mission (803) 479-2096 jen@animalmission.org	26.b
ESTIMATED NUMBER OF ATTENDEES ANTICIPATED:	2,500			
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Palmetto Peanut Boil - charity fundraiser			
DATE(S) OF EVENTS: (multiple day can be on one request)	Saturday September 30, 2023			
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.)	Saturday October 7, 2023			
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	2900 block of Devine Street, from Sims Avenue to Holly 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)	2900 block of Devine Street, from Sims Avenue to Holly 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	8am to 7pm			
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	Noon to 6:30pm			
HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES (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.)*	Noon to 6pm			

Do you intend to serve liquor in addition to beer and wine? Yes ☐ No ☒

***DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM* When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.**

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 should be faxed to (803-737-4250) or mailed to City Attorney's Office, ATTN: Special Event Request, 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.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***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. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine and/or liquor are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages 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. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr.; 803-545-3703; george.adams@columbiasc.gov
 Legal Department – Jennifer L. Hendrix; 803-737-4242; fax 803-737-4250 - resolution preparation
 Parking Services – Tori Salvant; (803) 545-0287; tori.salvant@columbiasc.gov - meter bagging
 Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations
 Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol
 Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing



**CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM**



I, Jen Coody/Animal Mission, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at 2900 Devine Street
(Location for Assignment)

for the time period of 8am to 7pm Saturday September 30, 2023
(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and **no cash payments** are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

SIGNATURE OF REQUESTOR

June 20, 2023

DATE

803-479-2096

CONTACT NUMBER OF REQUESTOR

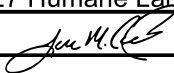
SOCIAL SECURITY NO. OF REQUESTOR

57-0921521

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)

CITY OF COLUMBIA
APPLICATION FOR PARADE PERMIT

Print 26.d

Name of Person Seeking Permit Jen Coody Date 6/20/2023
Address 127 Humane Lane Columbia SC 29209 Phone 803-479-2096
Signature 

Organization Asking for Permit The Animal Mission
Address 127 Humane Lane Columbia SC 29209 Phone 803-479-2096

Name of Parade Chairman Jen Coody
Address 127 Humane Lane Columbia SC 29209 Phone 803-479-2096

Date of Proposed Parade Saturday October 8, 2022 Assembly Time 8:00am
Starting Time 12:00am Termination Time 7:00pm

Parade Route:

Assembly Area: 2900 block of Devine Street, between Holly Street and Sims Avenue
Starting Point: 2900 block of Devine Street
Route: Street festival with closures between Holly Street and Sims Avenue; access available to all businesses located within street closure area.

Termination Point: 2900 block of Devine Street

Number Participating in Parade: Persons Attendance estimated to be between 2000-3000 in previous years
Animals (describe) 0
Vehicles (describe) 0

Purpose of Parade Street closure for Palmetto Peanut Boil - between Holly Street and Sims Avenue

PARADE PERMIT

- ☐ Granted as applied for:
- ☐ Granted as applied for with the following conditions (see attachment):
- ☐ Denied - Reason: _____
- ☐ Alternative Permit will be granted with the following conditions: _____

The Columbia Police Department prohibits all individuals from carrying a weapon/weapons during parades and marches which are held in the City limits of Columbia, South Carolina. This excludes period weapons which are to be used for a specific purpose, i.e., musket loaders, sabers and military weaponry.

Written notice of acceptance of alternative permit must be received within three (3) days.

Date _____

Office of the Chief
Columbia, South Carolina



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: 2023-059 - Authorizing consumption of beer and wine only at Vista Lights Annual Holiday Festival on Thursday, November 16, 2023

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R_2023_059_Vista_Lights_Nov 16 (PDF)
- **#b:** 111623 Vista Lights Resolution (PDF)
- **#c:** VISTA LIGHTS SAFETY PLAN_PROTOCOLS-2 (PDF)

RESOLUTION NO.: R-2023-059

Authorizing consumption of beer and wine only at Vista Lights Annual Holiday Festival on Thursday, November 16, 2023

WHEREAS, the Congaree Vista Guild ("Vista" or "Organizer") is hosting Vista Lights Annual Holiday Festival on Thursday, November 16, 2023 from 5:30 p.m. until 10:00 p.m.; and,

WHEREAS, the Vista has requested permission for the temporary closing and use of the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street from 4:00 p.m. until 10:00 p.m., and the 800, 900 and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street from 6:00 p.m. until 10:00 p.m. for preparation and staging of the area for an outdoor event to be held between 5:30 p.m. and 10:00 p.m., and for patrons to consume beer and wine beverages only on Thursday, November 16, 2023 from 5:30 p.m. until 9:30 p.m.; and,

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

1. Firearms shall be prohibited in the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street, 1100 and 1200 blocks of Park Street between Lady Street and Senate Street and the 800, 900 and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street on Thursday, November 16, 2023 from 5:30 p.m. until 10:00 p.m. regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder.
2. The Organizer shall establish a boundary line around the event space in the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street, and the 800, 900 and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
9. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

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

11. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 4:00 p.m. and 10:00 p.m.

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

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2023, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 5:30 p.m. and 9:30 p.m. on Thursday, November 16, 2023; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Sponsor shall approve or disapprove all amplified entertainment activities; and,

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

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

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

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

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

BE IT FURTHER RESOLVED that during the designated event date of November 16, 2023 and time of 5:30 p.m. to 10:00 p.m., the closed portion of the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street, 1100 and 1200 blocks of Park Street between Lady Street and Senate Street and the 800, 900 and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street that serves as the designated event area, 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 the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street, 1100 and 1200 blocks of Park Street between Lady Street and Senate Street and the 800, 900 and 1000 blocks of Gervais Street between Gadsden Street and Assembly 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 beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or

consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

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

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

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

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

Requested by:

Assistant City Manager Shealy _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

**Park Rules for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights
(R-2023-059)**

WHEREAS, Columbia City Council adopted Resolution R-2023-059 on _____, allowing the Congaree Vista Guild to Conduct Street and Sidewalk Sales for the Vista Lights to be held on Thursday, November 16, 2023 in the area commonly known as the Vista; and,

WHEREAS, certain areas of the public rights of way and public property have been designated as a public park for the event as more particularly set forth in Resolution R-2023-059, which is incorporated herein by specific reference thereto; and,

WHEREAS, the City's Parks and Recreation Department hereby authorizes the use of the public park designated by R-2023-059 for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights; and,

WHEREAS, City Ordinance Sec. 15-1 (12) and Sec. 15-3 permit the Director of Parks and Recreation to promulgate rules and regulations within a public park, subject to the approval of the City Manager; and,

WHEREAS, it is anticipated that a large number of City of Columbia citizens and visitors will attend the event and will be allowed to consume beer and wine only within the public park; and,

WHEREAS, in order to promote the general health, safety and welfare of the citizens of the City of Columbia and visitors attending the event, I find it necessary to promulgate rules and regulations to apply within the public park established pursuant to Resolution R-2023-059; NOW, THEREFORE

The following additional park rules are hereby promulgated for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights and shall apply within the area designated as a public park and a violation thereof is unlawful:

1. Official festival tokens are required for the purchase of food and beverages within the designated park area.
2. Over age twenty-one (21) wristbands from the identification check station are required for patrons to consume beer or wine in the designated park area.
3. All persons under the age of sixteen (16) must be accompanied by an adult.
4. No glass containers are allowed.
5. No coolers, outside food or beverages (including alcohol) are allowed.
6. No backpacks or bags are allowed.
7. Only beer and wine are permitted. No other alcoholic beverages of any kind are allowed, unless within an area permitted by an existing encroachment ordinance which permits the serving of beer, wine and other alcoholic beverages during its normal course of business.
8. All beer and wine must be served and consumed from a plastic cup, a plastic bottle, an aluminum can or an aluminum bottle.
9. No pets are allowed.
10. No concealable weapons allowed.
11. No firearms allowed.

Violation of these rules may result in criminal prosecution. The aforesaid rules shall be prominently displayed on signage which shall be located at all entrances into the designated park area.

City of Columbia

BY: _____
Randy Davis
ITS: Parks and Recreation Director

Date: _____

I hereby approve the foregoing park rules this ____ day of _____, 2023.

City of Columbia

BY: _____
Teresa B. Wilson
ITS: City Manager

DATE OF REQUEST

6/21/23

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Congaree Vista Guild
Abby Anderson
abby@vistacolumbia.com
803-269-5946

27.b

ESTIMATED NUMBER OF
ATTENDEES ANTICIPATED:

8,000

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Vista Lights
annual holiday festival

DATE(S) OF EVENTS: (multiple day can be on one request)

Thursday, November 16, 2023

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)Heart of the Vista
Gervais Street from Assembly to Gadsden
Lincoln Street from Lady to Senate
Park Street from Lady to SenateSTREET(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)1100 & 1200 blocks of Lincoln Street (between Lady & Senate)
1100 & 1200 blocks of Park Street (between Lady & Senate)
800 through 1000 blocks of Gervais Street (between Gadsden & Assembly)

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

4:00 - 10:00 PM

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

5:30 - 10:00 PM

HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES

(Service should end one-half hour prior to end of event
(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

5:30 - 9:30 PM

Do you intend to serve liquor in addition to beer and wine? Yes ☐ No ☒

When publicizing the event in the community, the organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.

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 should be faxed to (803-737-4250), mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202 or e-mailed to Jennifer.Hendrix@columbiasc.gov. 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.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***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. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine and/or liquor are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages 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. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr.; 803-545-3703; george.adams@columbiasc.gov

Legal Department - Jennifer L. Hendrix; 803-737-4242; fax 803-737-4250; Jennifer.hendrix@columbiasc.gov - resolution preparation

Parking Services - Tori Salvant; (803) 545-0287; tori.salvant@columbiasc.gov - meter bagging

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations

Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 8/18/2022

Packet Pg. 355

VISTA LIGHTS SAFETY PLAN/PROTOCOLS

Vista Lights will take place on November 16, 2023 in the Congaree Vista Guild business district.

Patron and Vendor Behavior

1. All vendors and patrons are asked to please stay home if you are positive for COVID-19, are showing symptoms of COVID-19 or have had close contact with a person with symptoms in the past 14 days.
2. All businesses and patrons are asked to maintain 6+ feet of social distancing at all times while attending Vista Lights.
3. Masks are encouraged for all patrons who are not vaccinated at the event and while inside Vista businesses. (Masks are not required for children age 2 and younger.)
4. Please refrain from all hand and body contact with other patrons and businesses.
5. Vendor booths may have wrapped samples for patrons only.
6. Businesses participating in Vista Lights are encouraged to have sanitizer on location. Patrons and businesses are encouraged to use hand sanitizer often during the event.
7. All businesses and vendors are asked to sanitize and clean equipment after each patron's use (pens, equipment, etc).
8. All businesses and vendors are encouraged to use touch-free payments and are discouraged from taking cash.
9. Signage will be placed throughout the event reminding patrons and vendors to properly wear masks, social distance and use hand sanitizer.



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Central Midlands Council of Governments (CMCOG)

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Columbia Museum of Art

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Columbia Tree and Appearance Commission

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#b:** CTAC Member List August 2023 (PDF)

COLUMBIA TREE & APPEARANCE COMMISSION

Last Edited: 10/19/2022

NAME	TERM ENDS	APPOINTED
Diana Stevenson	(Developer/ Realtor) – FILL VACANCY	10/18/22
Andrew Cheatham ²	April 2025 (Architect/ Engineer)	4/2/19
John Estill	March 2024 (Arborist/ Horticulturist)	3/16/21
Steven Flores ²	October 2025 (At-Large Member)	10/1/19
Viola Hendley - Secretary	June 2023 (At-Large Member) – ADVERTISE VACANCY	6/2/20
James Irvin – Co-Chair ²	April 2025 (At-Large Member)	4/2/19
Russell Jeter – Co-Chair ²	April 2025 (At-Large Member)	4/2/19
Ian Hamilton	May 2025 (Columbia Green Member)	5/1/22
Annie Scott ²	July 2024 (At-Large Member)	7/17/18
Shannon Kathrein	Dec 2024 (At-Large Member)	12/7/21
Kirstin Dow	Dec 2024 (At-Large Member)	12/7/21
Patrick McClean	June 2025 (At-Large Member)	6/7/22
Johnston Cox	June 2025 (At-Large Member)	6/7/22



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Commercial Revolving Loan Committee (CRLF)

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Design Development Review Commission

**FUNDING SOURCE &
ORIGINAL BUDGET:**

HISTORY:

07/18/23	Columbia City Council	DEFERRED
08/01/23	Columbia City Council	DEFERRED



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Parks and Recreation Foundation

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Planning Commission

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: River Alliance

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Public Works

FROM: Robert Anderson,

SUBJECT: Council is asked to approve the installation of One Speed Hump on Carola Avenue, as requested by the Public Works Department.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

This request has been approved by the Columbia Fire Department and the Columbia Police Department.

ATTACHMENTS:

- **#a:** Carola Avenue Speed Hump (PDF)



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

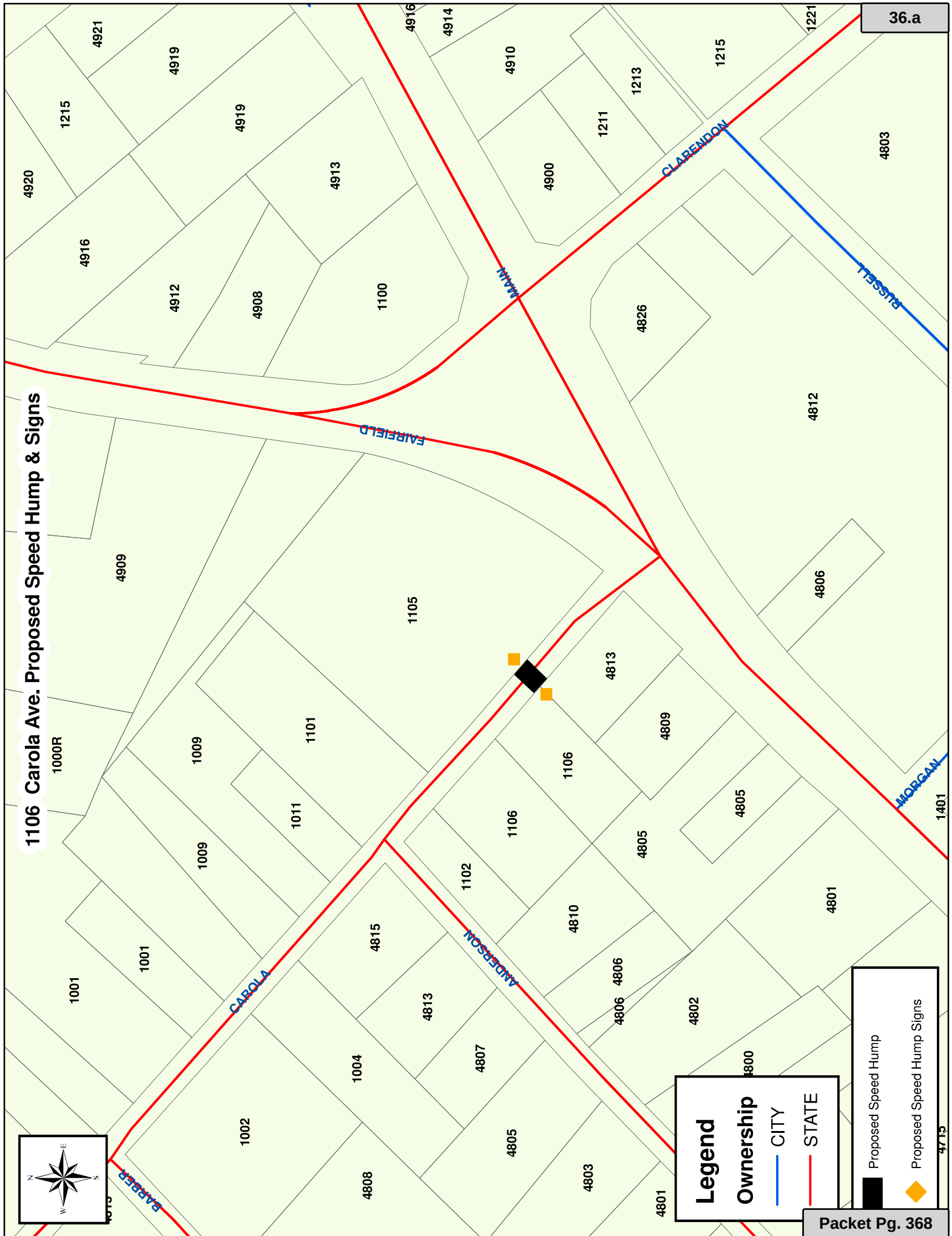
TO: Robert Anderson, Director of Public Works
FROM: David D. Brewer, Interim City Traffic Engineer 
SUBJECT: Speed Hump Request – Carola Avenue
DATE: May 18, 2023

In response to a request from local residents, a review of traffic conditions in the area of the Carola Avenue was conducted relative to the need for traffic calming devices.

Carola Avenue is an SCDOT-owned two-lane residential street running from Main Street to Dale Drive.

Based on our review, we have no objection to the installation of a speed hump as detailed on the attached map. As part of the installation, it will be necessary to post a 25-mph speed limit on the roadway in addition to the “Speed Hump” warning signs. The Police and Fire Departments have also reviewed the proposed installation. If City Council approves, please advise me, and we will proceed with obtaining an encroachment permit from the SCDOT.

1106 Carola Ave. Proposed Speed Hump & Signs



Legend

Ownership

1

STATE

Proposed Speed Hump

Proposed Speed Hump Signs



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: Public Works

FROM: Robert Anderson,

SUBJECT: Council is asked to approve the installation of 4 Way Stops at Crestwood Drive and Pickens Street and Pinewood Drive and Saluda Avenue, as requested by the Public Works Department.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

This request has been approved by the Columbia Fire Department and the Columbia Police Department.

ATTACHMENTS:

- **#a:** HWRH Traffic Control (PDF)



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

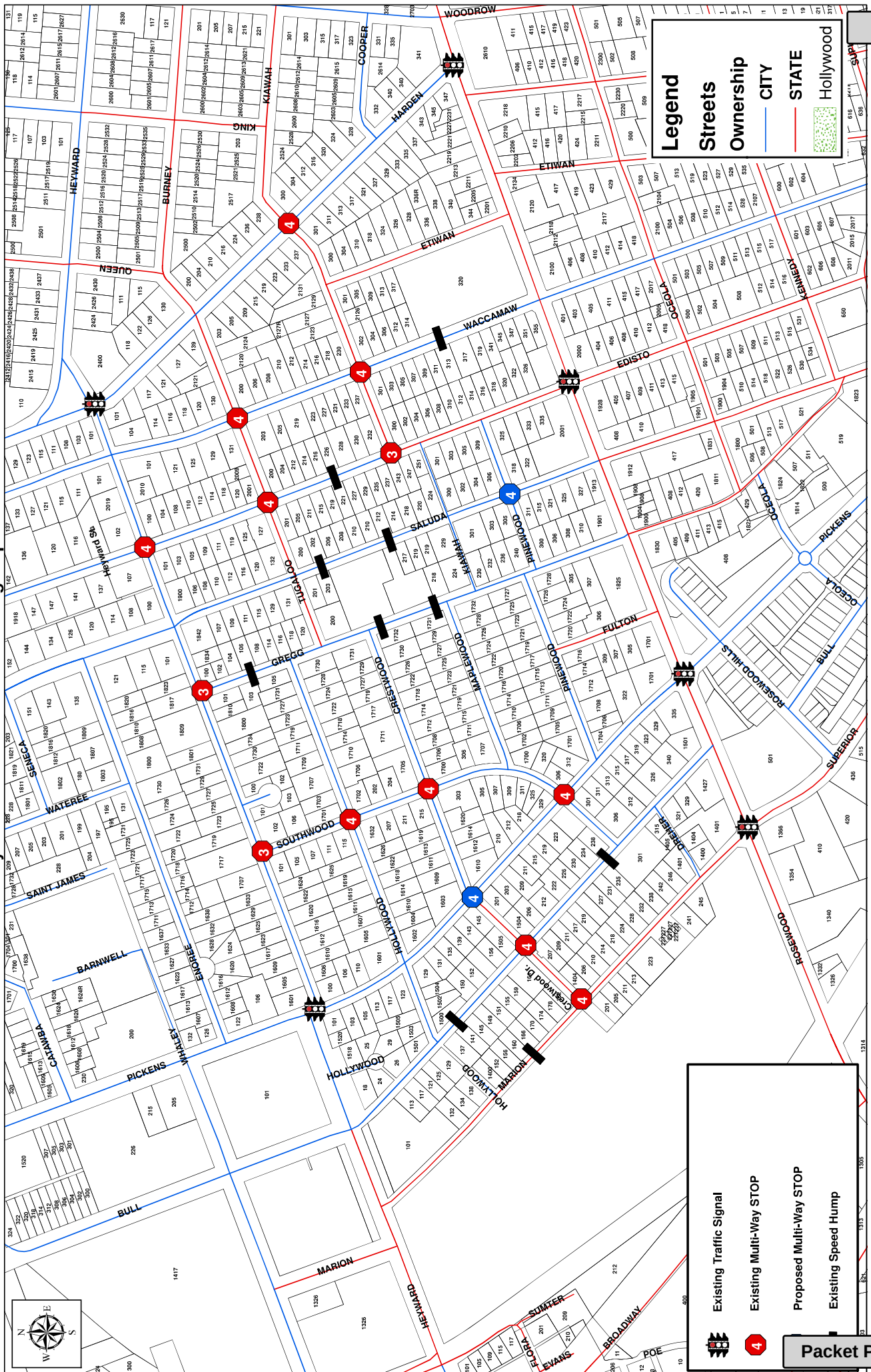
TO: Robert Anderson, Director of Public Works
FROM: David D. Brewer, Interim City Traffic Engineer 
SUBJECT: Traffic Calming – Hollywood/Rosehill Neighborhood
DATE: July 26, 2023

In response to a request from the Hollywood/Rosehill neighborhood, a review of traffic conditions in the neighborhood was conducted relative to the need for additional traffic control measures. The neighborhood identified areas on S. Pickens Street and S. Saluda Street for review.

Both roadways are City-owned and maintained two-lane residential streets. Based on these reviews and discussions with the neighborhood, additional multi-way stops are proposed at two locations shown on the attached map. The neighborhood has sent the attached petitions showing support of the adjacent property owners.

If City Council concurs with the proposed changes, please advise me, and we will proceed with installing the appropriate signing.

Hollywood /Rosehill Traffic Calming Map



Legend

Streets

Ownership

CITY

STATE

Hollywood

Existing Traffic Signal

Existing Multi-Way STOP

Proposed Multi-Way STOP

Existing Speed Hump

Request for 4-Way STOP Sign

We the undersigned attest that we own property adjacent to the requested STOP sign location and are in favor of a 4-Way STOP being installed there.

Requested Location: South Pickens at Crestwood

Name:

My Address:

Signature:

Lotte Chackowski 1603 Crestwood Lotte Chackowski

Richard Kherlupian 1603 Crestwood Richard Kherlupian

Katey Wilson 1610 Crestwood Katey Wilson

Jelani Allen 145-147 South Pickens ST. Jelani Allen

Shannon Leffler 201 S. Pickens St. Shannon Leffler

Request for 4-Way STOP Sign

We the undersigned attest that we own property adjacent to the requested STOP sign location and are in favor of a 4-Way STOP being installed there.

Requested Location: S. Saluda at Pinewood

Name:

My Address:

Signature:

Steve Hart311 S. SaludaSteve HartLeigh Turbidge306 S. Saluda AveLeigh TurbidgeMichelle Thompson306 S. SALUDA AVEMichelle ThompsonCHARLES LUMIO365 S. SALUDA AVECharles Lumio



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to refer a proposed revision to the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 4, Animals, Article I, to add Sec. 4-7, Temporary Use of Livestock for Clearing Land to the Health Social and Environmental Affairs Committee, as requested by The Honorable Howard Duvall.

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to refer proposed revisions to the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 4, Animals, Article III, Animal Control to the Health Social and Environmental Affairs Committee, as requested by The Honorable Aditi Bussells.

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to refer consideration of naming the Earlewood Community Center after Virginia Lee Bedford, along with any exterior signage opportunities to the Administrative Policy Committee, as requested by The Honorable Tina N. Herbert.

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to refer consideration of exterior signage opportunities for the Leroy Moss Multipurpose Center at Hyatt Park to the Administrative Policy Committee, as requested by The Honorable Tina N. Herbert.

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to refer the review of Chapter 24, Vehicles for Hire, Article II, Taxicabs, Shuttles and Limousines, Division 3, Certificate of Public Convenience and Necessity to the Public Safety Committee, as requested by The Honorable Howard E. Duvall, Jr.

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
Saluda River Force Main Extension Project
Congaree Levee Property



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:
Legal Department



We Are Columbia

MEETING DATE: August 15, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Sir Brandon Legette v. Officer Sean Rollins, Columbia Police Department and the City of Columbia, South Carolina