



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, AUGUST 20, 2024

The Columbia City Council will conduct a Meeting on Tuesday, August 20, 2024 at 4:00 p.m. at the Busby Street Community Center, 1735 Busby Street, Columbia, SC 29203. 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 this meeting.

The Honorable Daniel J. Rickenmann, Mayor

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 ▪ The Honorable Tyler D. Bailey, At-Large

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

Daniel Leuthner-Barrineau, Star Scout with Troop 95.

ADOPTION OF THE AGENDA

PUBLIC INPUT

Individuals are allotted up to three minutes to address City Council about items on the agenda. Items requiring a public hearing cannot be addressed at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the August 6, 2024 Regular Meeting Minutes and August 13, 2024 Special Called Meeting Minutes.

PRESENTATIONS

2. Capital City/Lake Murray Country Update - Ms. Miriam Atria, President/CEO for the Capital City/Lake Murray Country Regional Tourism Board



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CONSENT AGENDA ITEMS 4 THROUGH 18

3. ~~Council is asked to approve a Fiscal Year 2024/2025 Professional Services Agreement for the Director of External Affairs, as requested by Administration. Award to Laddie Howard in an amount not to exceed \$85,000.00. This firm is located in Columbia, SC. -~~
Withdrawn

~~*Funding Source: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$85,000.00.*~~

4. Council is asked to approve a Fiscal Year 2024/20245 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.

5. Council is asked to approve a Fiscal Year 2024/2025 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.

6. Council is asked to approve a Fiscal Year 2024/2025 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.

7. Council is asked to approve a Fiscal Year 2024/2025 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: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$90,000.00.



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8. Council is asked to approve a Memorandum of Understanding for Indigent Defense in the Municipal Court, as requested by the Legal Department. Award to the Richland County Fifth Circuit Public Defender's Office in the amount of \$225,000.00.

Funding Source: Legal Department Public Defender (1018404-638522). The original budget amount is \$225,000.00.

9. Council is asked to approve the Purchase of Vehicles and Equipment for various City Departments, as requested by the Fleet Services Division. Award to the following vendors in the total amount of \$446,559.80.

Item	Vendor	Vehicles	Procurement Method	Amount
a.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	Two (2) 2024 Ford F-150 Regular Cab 2WD for the Solid Waste Division, as requested on July 12, 2024.	SC State Contract #4400029875	\$75,281.80
<i>Funding Source: Solid Waste Street Sweeping \$37,640.90 - Auto, Trucks, Heavy Equipment-Capital (5534408-658500). Solid Waste Administration \$37,640.90 - Auto, Truck, Heavy Equipment-Capital (1014403-658200). The original budget amount is \$75,281.80.</i>				
b.	Blanchard Machinery Company West Columbia, SC	One (1) 2024 CAT 306 Mini Excavator for the Street Division, as requested on July 12, 2024.	SC State Contract #4400031291	\$112,727.00
<i>Funding Source: Streets-Storm Drains - Auto, Trucks, Heavy Equipment-Capital (5534203-658500). The original budget amount is \$112,727.00.</i>				
c.	Blanchard Machinery Company West Columbia, SC	One (1) 2024 CAT 265 Skid Steer for the Street Division, as requested on July 12, 2024.	SC State Contract #4400031291	\$122,615.00
<i>Funding Source: Streets-Storm Drains - Auto, Trucks, Heavy Equipment-Capital (5534203-658500). The original budget amount is \$122,615.00.</i>				
d.	Love Chevrolet Columbia, SC	One (1) 2024 Chevrolet Tahoe 2WD for the Columbia Police Department, as requested on July 18, 2024.	SC State Contract #4400031134	\$67,968.00
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$67,968.00.</i>				
e.	Love Chevrolet Columbia, SC	One (1) 2024 Chevrolet Tahoe 2WD for the Columbia-Richland Fire Department, as requested on August 3, 2024.	SC State Contract #4400031134	\$67,968.00
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$67,968.00.</i>				
Total				\$446,559.80



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10. Council is asked to approve the Purchase of a Pump Station Discharge Valve and Actuator for the Metro Wastewater Treatment Plant, as requested by Columbia Water on August 6, 2024. Award to Heyward Charlotte, Inc., in the amount of \$51,079.50. This vendor is located in Chicago, IL.

Funding Source: Utilities Metro Wastewater Plant - Machinery and Equipment-Capital (5516208-658300). The original budget amount is \$51,079.50.

11. Council is asked to approve a new Professional Services Contract for Project SS7648; Capacity Assurance Program Hydraulic Modeling Professional Services, as requested by Columbia Water on July 19, 2024. Award to Hazen and Sawyer in an amount not to exceed \$250,000.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date one year from commencement and the option to renew for two (2) additional one-year periods. This firm is located in Columbia, SC.

Funding Source: Engineering Wastewater Systems Improvement - Special Contracts Water/Sewer and Stormwater (5516221-638305). The original budget is \$250,000.00.

12. Council is asked to approve Contract Amendment #4 for Project SS7591; Project Management and Capacity Assurance Program Professional Services, as requested by Columbia Water on August 6, 2024. Award to Carper Civil Consulting, LLC, in an amount not to exceed \$368,676.00. The current term of the contract ends on September 30, 2024 and this amendment extends the contract to June 30, 2025. This firm is located in Columbia, SC.

Funding Source: Engineering Wastewater System Improvements – Special Contracts Water/Sewer, Stormwater (5516221-638305). The current budget amount is \$594,672.00. The budget amount for this amendment is \$368,676.00. The total revised budget amount is \$963,301.00.

13. Council is asked to approve a new Professional Services Contract for Environmental Sample Collection Testing, as requested by Columbia Water on December 15, 2023. Award to Rogers and Callcott, in an amount not to exceed \$259,248.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date one year from commencement and the option to renew for four (4) additional one-year periods. This firm is located in Columbia, SC.

Funding Source: Utilities Metro Wastewater Plant - Special Contracts (5516208-638300) \$87,715.00; Wastewater Compliance - Special Contracts (5516231-638300) \$171,533.00. The original budget amount is \$259,248.00.



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Rogers and Callcott is the prime and will provide sample collection and analyses for National Pollutant Discharge Elimination System (NPDES) aqueous sample matrix, Metro Wastewater Treatment Plant solid sample matrix, metro NPDES toxicity, metro groundwater, stormwater general permit/sanitary sewer overflows, fat, oils and grease program (FOG) and pre-treatment services at 66.80% (\$173,175.80) of the total contract amount.

The following subcontractors will provide additional services:

Eurofins Environment Testing America Holdings, Inc., located in Lancaster, PA, will provide volatile organic analysis (VOA), formaldehyde, specific conductance, oil and grease testing services at 11.32% (\$29,340.00) of the total contract amount.

Montrose Environmental Group, Inc., located in Wilmington, NC, will provide polyfluoroalkyl substances (PFAS) and perfluorooctanoic acid (PFOA) testing services at 19.85% (\$51,445.00) of the total contract amount.

The GEL Group, Inc. located in Charleston, SC, will provide low level mercury analysis, solid o-phos, silicon, total organic carbon, hexavalent chromium (HexCR) testing services at 0.42% (\$1,072.00) of the total contract amount.

Water Systems, Inc., located in Lexington, SC, will provide toxicity testing services at 1.51% (\$3,915.80) of the total contract amount.

Keystone Laboratories, Inc., located in Newton, IA, will provide EPA testing services at 0.10% (\$250.00) of the total contract amount.

14. Council is asked to Ratify three (3) Emergency Procurements for the replacement of waterlines and repairs at the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to the lowest responsive bidder for each project in a total amount of \$874,193.70.

Item	Vendor	Description	Amount
a.	GH Smith Columbia, SC	Installation of a 6' waterline on Preston Street.	\$717,270.00
Funding Source: Water & Sewer Capital Projects – 6" Ductile Iron Pipe Water Main Upgrade along Preston – Capital Project Costs (5529999-WM476001-658650). The original budget amount is \$717,270.00.			
b.	P&S Construction Company, Inc. Lexington, SC	Labor and equipment repair to clean the pre-treatment filter tank at the Metro Wastewater Treatment Plant.	\$89,763.70
Funding Source: Utilities Metro Wastewater Plant – Equipment Repair/Service Supply (5516208-631800). The original budget amount is \$89,763.70.			
c.	Shady Grove Construction, LLC Irmo, SC	Train 1 Return Activated Sludge-Secondary Clarifier #5 leaking water repairs.	\$67,160.00
Funding Source: Utilities Metro Wastewater Plant – Equipment Repair/Service Supply (5516208-631800). The original budget amount is \$67,160.00.			
Total			\$874,193.70



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15. Ordinance No.: 2024-055 - Granting an encroachment to the University of South Carolina for the use of the right of way area of the 1400 block of Pendleton Street for the installation and maintenance of a sidewalk and a retaining wall adjacent to 1420 Pendleton Street, Richland County TMS# 11304-05-01

First reading approval was given on August 6, 2024.

16. Ordinance No.: 2024-059 - Granting an encroachment to MGN Development Group, LLC for the use of the right of way area of the 1100 block of Miller Avenue for the installation and maintenance of landscaping and irrigation adjacent to 1104 Miller Avenue, Richland County TMS# 09209-22-03

First reading approval was given on August 6, 2024.

17. Ordinance No.: 2024-061 - Granting an encroachment to Richard Burts for the use of the right of way areas of the 1500 block of Main Street and the 1200 block of Hampton Street for maintenance of a historic Seth Thomas clock adjacent to 1500 Main Street, Richland County TMS# 09014-09-16

First reading approval was given on August 6, 2024.

18. Ordinance No.: 2024-062 - Authorizing the City Manager to execute a Right of Entry Agreement and Temporary Construction License with The River Alliance to Construct Saluda Riverwalk Phase 2 and Boyd Foundation Funded Bridge

First reading approval was given on August 6, 2024.

CONSIDERATION OF BIDS, CONTRACTS AND CHANGE ORDERS

19. Council is asked to approve a new Contract for Project SS7565; Lower Kinley Creek Sewer Improvements, as requested by Columbia Water on May 9, 2024. Award to McClam and Associates, Inc., in an amount not to exceed \$11,795,072.30, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date five hundred seventy (570) days from commencement. This contractor is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Lower Kinley Creek Sewer Improvements - Capital Project Costs (5529999-SS756501-658650). The original budget amount is \$11,795,072.30.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 9% CDBE goal. The CDBE goal was exceeded at 10.25%.



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McClam and Associates, Inc. is the prime contractor and will provide sewer replacement services at 84.58% (\$9,069,668.00) of the total contract amount.

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

Mattlane Construction, Inc., a Minority Business Enterprise (W) and a CDBE located in West Columbia, SC, will provide concrete installation at 0.61% (\$65,625.00) of the total contract amount.

Chao & Associates, Inc., a Minority Business Enterprise and a CDBE located in Columbia, SC, will provide surveying at 0.61% (\$65,000.00) of the total contract amount.

L.A. Barrier & Son, Inc., a Minority Business Enterprise (W) and a CDBE located in Lexington, SC, will provide hauling services at 9.03% (\$968,000.00) of the total contract amount.

D. S. Utilities, Inc., located in Little Mountain, SC, will provide clearing services at 0.76% (\$82,000.00) of the total contract amount.

Horizontal Unlimited, located in Westminster, SC, will provide jack and bore services at 4.41% (\$472,500.00) of the total contract amount.

20. Council is asked to approve a new Sole Source Contract for the Williams Street Extension Project, as requested by Columbia Water on May 3, 2024. Award to Hussey Gay Bell and DeYoung Inc., as a Sole Source in an amount not to exceed \$2,835,625.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with the option to renew for one (1) additional one-year period. This vendor is located in Columbia, SC.

Funding Source: State Appropriations Fund - Williams Street Gateway Infrastructure Project - Capital Project Costs (2209999-SC117002-658650). The original budget amount is \$2,835,625.00.

RESOLUTIONS

21. Resolution No.: R-2024-074 - Authorizing the City Manager to execute a First Amendment to the Agreement between Guignard Associates LLC and the City of Columbia



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PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

22. ZONING MAP AMENDMENT for Kings Grant Drive @ I-77, TMS# 16507-02-01 (portion) & TMS# 16507-02-02 (portion)

Ordinance No.: 2024-068 - Amending the Official Zoning Map to modify the zoning for 2.14 acres of Kings Grant Drive @ I-77, Richland County TMS #16507-02-01 (portion) and TMS #16507-02-02 (portion)

Council District: 4

Proposal: Request to rezone approximately 2.14 acres from Residential Single-Family - Large Lot District (RSF-1) to Neighborhood Activity Center/Corridor (NAC).

Applicant: Michael Sandifer, Vogue Towers

Staff Recommendation: Approval

PC Recommendation: 07/18/2024; Approval (5-0)

23. ZONING MAP AMENDMENT for 2405 Two Notch Road, TMS# 11511-11-05 and 11511-11-09

Ordinance No.: 2024-067 - Amending the Official Zoning Map to modify the zoning for 2405 Two Notch Road, Richland County TMS #11511-11-09 and TMS #11511-11-05

Council District: 2

Proposal: Request to rezone the property from Community Activity Center/Corridor District (CAC) to Mixed Use District (MU-2).

Applicant: Lila Anna Sauls

Staff Recommendation: Approval

PC Recommendation: 07/18/2024; Approval (5-0)



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24. ZONING MAP AND TEXT AMENDMENT for 1417 Pickens Street, TMS# 11402-13-06

Ordinance No.: 2024-070 - Amending the Official Zoning Map to modify the zoning for 1417 Pickens Street, Richland County TMS# 11402-13-06 and amending the Unified Development Ordinance of the City of Columbia, South Carolina, Appendix C: Type 3 Landmarks

Council District: 2

Proposal: Request recommendation to rezone the property from Mixed-Use District (MU-2), City Center Design Overlay District (OV-CC) to Mixed-Use District (MU-2), City Center Design Overlay District (OV-CC), Historic Preservation Overlay District (OV-HP, Individual Landmark, Type 3) and amend the Unified Development Ordinance, Chapter 17, Appendix C: Type 3 Landmarks to establish the property as a City of Columbia Landmark.

Applicant: Cindy Nord, Owner

Staff Recommendation: Approval

PC Recommendation: 07/18/2024; Approval (5-0)

D/DRC Recommendation: 07/25/2024; Approval (5-0)

25. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 100 and 108 Bluff Road TMS# 11204-02-39 and 11204-02-38

Ordinance No.: 2024-066 - Annexing 100 and 108 Bluff Road, Richland County TMS #11204-02-39 and TMS #11204-02-38 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property, assign the land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and assign of zoning of Residential Two-Family - Mill Village District (RD-MV), portions within the Floodplain Overlay District (OV-FP) and Floodway Overlay Districts (OV-FW). The property is currently classified as Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County.

Applicant: James L. Hilliard and Benjamin Elbert Davis, III / Sandlapper Mgt. Company, LLC

Staff Recommendation: Approval

PC Recommendation: 07/18/2024; Approval, (5-0)



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26. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for - 28.50 acres E/S Broad River Road, TMS# 06112-05-33

Ordinance No.: 2024-065 - Annexing 28.50 acres E/S Broad River Road, Richland County TMS #06112-05-33 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 the land use classification of Urban Edge Mixed Residential (UEMR) and assign of zoning of Residential Mixed District (RM-2). The property is currently classified as Mixed Residential (High Density) and Mixed Use Corridor and zoned Residential 6 (R6) by Richland County.

Applicant: Edward Rose Assoc., LLC

Staff Recommendation: Approval

PC Recommendation: 07/18/2024; Approval, (5-0)

27. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 52 Riverview Court and portion of 62 Riverview Court TMS# 09106-21-10 and 09106-21-12 (portion)

Ordinance No.: 2024-064 -Annexing 52 Riverview Court and 62 Riverview Court, Richland County TMS #09106-21-10 and TMS #09106-21-12 (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 the land use classification of Urban Core Residential Small Lot (UCR-1) and assign of zoning of Residential Single Family Small Lot (RSF-3). The property is currently classified as Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County.

Applicant: Casa MacVerde Holdings, LLC

Staff Recommendation: Approval

PC Recommendation: 07/18/2024; Approval, (5-0)



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28. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 495 Piney Grove Road, TMS# 002898-03-014

Ordinance No.: 2024-063 - Annexing 495 Piney Grove Road, Lexington County TMS #002898-03-014 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 the land use classification of Regional Activity Corridor (AC-3) and assign of zoning of General Commercial District (GC). The property is currently classified as Destination Retail and zoned Intensive Development (ID) on an Arterial Road (A) Street Classification in a Neighborhood Appearance District (NAD) by Lexington County.

Applicant: The Spinx Company, LLC

Staff Recommendation: Approval

PC Recommendation: 07/18/2024; Approval, (5-0)

29. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE TO UPDATE PRINCIPAL USE TABLE FOR VETERINARY CLINICS

Ordinance No.: 2024-069 - Amending the Unified Development Ordinance, Chapter 17, Article 4: Use Regulations, Sec. 17-4.2(b) Principal Use Table, to permit veterinary hospital or clinic as a conditional use in the Mixed-Use (MU-1) District.

Proposal: Request to amend the Unified Development Ordinance, Chapter 17, Article 4: Use Regulations, Sec. 17-4.2(b) Principal Use Table, to permit veterinary hospital or clinic as a conditional use in the Mixed Use (MU-1) District.

Applicant: Hope Hasty, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: Approval (5-0)

APPOINTMENTS

- 30. Council is asked to approve the appointment of Mr. Bryan Jefferies as the Chief Administrative Judge for a four-year term.**

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS



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PUBLIC INPUT

Individuals are allotted up to three minutes to address City Council. Items requiring a public hearing cannot be addressed at this time.

EXECUTIVE SESSION

31. Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)

Capital City Stadium Drainage Project

ADJOURNMENT



MEETING DATE: August 20, 2024

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the August 6, 2024
Regular Meeting Minutes and August 13, 2024
Special Called Meeting Minutes.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** MN_08062024 (DOCX)
- **#b:** MN_08132024_SPC (DOCX)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 6, 2024

CALL TO ORDER

The Columbia City Council conducted a regular meeting on Tuesday, August 6, 2024 at City Hall, 1737 Main Street, City Council Chambers, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 1:03 p.m. and the following City Council members were present: The Honorable Aditi Bussells, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey, Jr. The Honorable Edward H. McDowell, Jr. participated remotely. The Honorable Will Brennan, Mayor Pro-Tem participated remotely and arrived in-person at 2:43 p.m. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

EXECUTIVE SESSION

Upon a motion made by Mayor Rickenmann and seconded by Mr. Bailey, Council voted unanimously to enter into Executive Session at 1:05 p.m. for the discussion of **Items 1** through **4**.

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

Susan Alderman v. City of Columbia
Matthew Harlin v. City of Columbia
David Canty v. City of Columbia

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

Youth Crime Prevention Strategies
Use of Golf Carts as Public Transportation

3. Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)

Williams Street Extension

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

Municipal Court Judges



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Council adjourned the Executive Session at 3:13 p.m. and convened the regular meeting at 3:30 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

The Honorable Peter M. Brown offered the invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Dr. Bussells and seconded by Mr. Brennan, Council voted unanimously to adopt the agenda as presented.

PUBLIC INPUT

No one appeared at this time.

APPROVAL OF MINUTES

5. Council is asked to approve the July 16, 2024 Work Session and Regular Meeting Minutes and July 23, 2024 Special Called Meeting Minutes.

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to approve the July 16, 2024 Work Session and Regular Meeting Minutes and July 23, 2024 Special Called Meeting Minutes.

CONSENT AGENDA ITEMS 6 THROUGH 29

Upon a single motion made by Mr. Brennan and seconded by Mr. Bailey, Council voted unanimously to approve **Consent Agenda Items 6** through **29**.

6. Council is asked to approve a Fiscal Year 2024/2025 Contract for the Three Rivers Greenway Project Development, as requested by City Administration on July 16, 2024. Award to the River Alliance, in the amount of \$70,000.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: City Council Allocation - River Alliance (2124321-680130). The original budget amount is \$70,000.00.



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7. Council is asked to approve a Fiscal Year 2024/2025 Professional Services Agreement for computer training and job skills training for our most vulnerable populations, as requested by the Community Development Department on July 10, 2024. Award to Fast Forward in an amount not to exceed \$100,000.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Community Development General Funds (1014320-638300) \$50,000 and Water & Sewer Special Projects (5518415-636600) \$50,000. The original budget amount is \$100,000.00.

8. Council is asked to approve a new Professional Services Contract for assistance with evaluation and implementation of community improvement and affordable and mixed-income housing strategies, as requested by City Administration on June 11, 2024. Award to The CEBA Group in the monthly amount of \$10,500.00. The term of this contract is 24 months. This firm is located in Columbia, SC. - *Approved*

Funding Source: Affordable & Mixed Income Housing Fund - Professional Services (2214324-636600)

9. Council is asked to approve the Purchase of Police Uniforms for the remainder of Fiscal Year 2023/2024, as requested by the Columbia Police Department on July 15, 2024. Award to Galls, LLC, using the SC State Contract in the amount of \$127,000.00. This vendor is located in Chicago, IL. - *Approved*

Funding Source: Police Administrative Services - Uniforms and Clothing (1012402-624100). The original budget amount is \$127,000.00.

10. Council is asked to approve a new Contract for Upfitting of 35 Police Pursuit Vehicles, as requested by the Columbia Police Department on July 5, 2024. Award to Carolina Custom Upfitters, in the amount of \$551,689.95. The initial term of the contract will take effect upon issuance of the Notice to Proceed and continue through June 30, 2025 with the option to renew for one (1) additional one-year period. This vendor is located in Columbia, SC. - *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$551,689.95.

11. Council is asked to approve Contract Amendment #1 for Project PK006705; Owens Field Athletic Park Revitalization Phase 1, as requested by the Parks and Recreation Department on July 10, 2024. Award to Chason Landscaping, LLC, in an amount not to exceed \$101,192.00. The current term of the contract ends on August 31, 2024 and this amendment extends the contract to September 30, 2024. This firm is located in Columbia, SC. - *Approved*



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Funding Source: General Capital Projects - Owens Field Site/Park Improvement Phase I - Capital Project Costs (4039999-PK006705-658650). The current budget amount is \$900,000.00. The budget amount for this amendment is \$101,192.00. The revised budget amount is \$1,001,192.00.

12. Council is asked to approve Project PK008402; Purchase of Playground Equipment and Splash Pad for Melrose Park, as requested by the Parks and Recreation Department on July 23, 2024. Award to Progressive Recreation of North and South Carolina DBA Playworld Preferred, using the Sourcwell Cooperative Contract in the amount of \$238,878.40. This vendor is located in Lewisburg, PA. – *Approved*

Funding Source: General Capital Projects - Melrose Park-Playground/Splash - Capital Project Costs (4039999-PK008402-658650). The original budget amount is \$238,878.40.

13. Council is asked to approve the Purchase of one (1) Ford F-250 Crew Cab Truck for the Street Division, as requested by the Fleet Services Division on July 12, 2024. Award to Alan Jay Automotive Management DBA Alan Jay Fleet Sales, using the SC State Contract in the amount of \$70,537.44. This vendor is located in Sebring, FL. – *Approved*

Funding Source: Streets - Water and Sewer Repair - Auto, Trucks, Heavy Equipment-Capital (5513202-658500). The original budget amount is \$70,537.44.

14. Council is asked to approve the Purchase of 1,872 Green 96 Gallon Refuse Roll Carts, as requested by the Public Works Department on July 15, 2024. Award to Toter, LLC, using the OMNIA Cooperative Contract in the amount of \$120,576.76. This vendor is located in Charlotte, NC. – *Approved*

Funding Source: Solid Waste Roll Carts - Roll Carts and Recycle Bins (1014401-627600). The original budget amount is \$120,576.76.

15. Council is asked to approve a new Construction Contract for Project SR915001; Haskell Avenue Resurfacing Project, as requested by the Public Works Department on March 27, 2024. Award to Armstrong Contractors, LLC, in an amount not to exceed \$160,408.80, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date thirty (30) days from commencement. This contractor is located in Columbia, SC. – *Approved*

Funding Source: Street Resurfacing Capital Projects - Haskell Avenue Mill and Resurface - Capital Project Costs (4079999-SR915001-658650). The original budget amount is \$160,408.80.

Armstrong Contractors, LLC is the prime contractor and will provide paving services at 84.76% (\$102,879.80) of the total contract amount.

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



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Camden Enterprises, located in Lugoff, SC, will provide the temporary paint and permanent pavement markings at 9.89% (\$12,000.00) of the total contract amount.

Southern Commercial Development, LLC, located in Lexington, SC, will provide partial traffic control at 5.35% (\$6,500.00) of the total contract amount.

16. Council is asked to approve Contract Amendment #4 for Project SS7437; Miscellaneous Lift Station Improvements and Backup Power Additions, as requested by Columbia Water on June 10, 2024. Award to Michael Baker International, in an amount not to exceed \$66,000.00. The current term of the contract ends on January 10, 2025 and this amendment extends the contract to March 10, 2026. This firm is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects – Miscellaneous Lift Station Improvements – Capital Project Costs (5529999–SS743701-658650). The current budget amount is \$447,728.00. The budget amount for this amendment is \$66,000.00. The revised budget amount is \$513,728.00.

This a Clean Water 2020 Program Project and a Mentor Protégé Program Project. Michael Baker International, is the mentor and will provide construction administration services at 80.00% (\$52,800.00) of the amendment amount.

Case Consulting, Inc., a Minority Business Enterprise, of West Columbia, SC, is the protégé and will provide contractor observation and construction administration services at 20.00% (\$13,200.00) of the amendment amount.

17. Council is asked to approve Contract Amendment #1 for Project WM4794; Water Project Management Support and Consultant Oversight Services, as requested by Columbia Water on June 26, 2024. Award to Carper Civil Consulting, LLC in an amount not to exceed \$208,201.00. The current term of the agreement ends on June 23, 2027. This firm is located in Columbia, SC. – *Approved*

Funding Source: Engineering Wastewater System Improvements - Water Project Support and Oversight - Special Contracts Water/Sewer/Stormwater (5516221-638305). The current budget amount is \$33,154.00. The budget amount for this amendment is \$208,201.00. The revised budget amount is \$241,355.00.

18. Council is asked to approve Contract Amendment #2 for Project WM3925; Rosewood Area Water System Improvements, as requested by Columbia Water on July 9, 2024. Award to Hussey Gay Bell, in an amount not to exceed \$458,000.00. The current term of the contract ends on December 30, 2027. This firm is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects Rosewood Area Waterline Replacement (5529999-WM392501-658650). The current budget amount is \$1,685,000.00. The budget amount for this amendment is \$458,000.00. The revised budget amount is \$2,143,000.00.

This is a Mentor Protégé Program Project. Hussey Gay Bell, is the mentor and will provide construction



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observation and management services at 89.06% (\$407,890.00) of the amendment amount.

4D Engineering, a Minority Business Enterprise (W) of Lexington, SC, is the protégé and will provide record drawings and permitting services at 10.94% (\$50,110.00) of the amendment amount.

19. Council is asked to approve Contract Amendment #11 for Project DR4241; Columbia Canal Embankment Repair Services, as requested by Columbia Water on July 10, 2024. Award to Michael Baker International, in an amount not to exceed \$391,250.00. The current term of the contract ends on September 18, 2025. This firm is located in Columbia, SC. – *Approved*

Funding Source: Flood Recovery-Columbia Canal - 2015 October Flood Recovery (2536206-638400). The current budget amount is \$7,582,098.90. The budget amount for this amendment is \$391,250.00. The revised budget amount is \$7,973,348.90.

Michael Baker International will provide final design services at 84.66% (\$331,250.00) of the amendment amount.

The following subcontractor will provide the following services:

F&ME Consultants of Columbia, SC, will provide assistance with professional services at 15.34% (\$60,000.00) of the amendment amount.

20. Council is asked to approve a new Sole Source Contract to Purchase additional Water Meters and Cellular Communication Endpoints for Advanced Metering Infrastructure (AMI), as requested by Columbia Water on July 1, 2024. Award to Badger Meter Incorporated, in the amount of \$1,169,251.19. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an option to renew for one (1) additional one-year period. This vendor is located in Milwaukee, WI. – *Approved*

Funding Source: Utilities Water Distribution and Maintenance - Meters, Parts, and Supplies (5516203-625600). The original budget amount is \$1,169,251.19.

21. Ordinance No.: 2024-050 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 11, Licenses, Permits and Miscellaneous Business Regulations, Article II, Business and Professional Licenses, Appendix A, Business License Rate Schedule, Class 9 Rates, 9.3 NAICS 4411, 4412 – Automotive, Motor Vehicles, Boats, Farm Machinery or Retail, 9.40 Group Event Promoter, 9.41 Single Event Permit – Arts and Crafts – *Approved on second reading.*

Endorsed by the Economic Development and Infrastructure Committee on May 14, 2024.

First reading approval was given on July 16, 2024.



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22. Ordinance No.: 2024-051 - Granting an encroachment to Nancy White for the use of the right of way area of the 1900 block of Pendleton Street for the installation and maintenance of an expanded brick parking pad adjacent to 1932 Pendleton Street, Richland County TMS# 11405-13-06 – *Approved on second reading.*

First reading approval was given on July 16, 2024.

23. Ordinance No.: 2024-052 - Amending Ordinance 2023-102 granting an encroachment to the Five Points Association for use of the right of way areas of the 700 block of Harden Street and the 700 block of Saluda Avenue for the installation and maintenance of one (1) tree and a suspended pavement system to support the new landscaping adjacent to 727 Harden Street and 751 Saluda Avenue, TMS# 11308-07-04 and 11308-06-03 – *Approved on second reading.*

First reading approval was given on July 16, 2024.

24. Ordinance No.: 2024-058 - Approval for Conveyance of Cottontown Way, formerly Galliard Street; Richland County TMS#09016-02 to 2222 Main, LLC; CF#250-640 – *Approved on second reading.*

First reading approval was given on July 16, 2024.

25. Ordinance No.: 2024-049 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 24, Vehicles for Hire, Article II, Taxicabs, Shuttles and Limousines, Division 3, Certificate of Public Convenience and Necessity, Sec. 24-102, Issuance; revocation – *Approved on second reading.*

Endorsed by the Economic Development and Infrastructure Committee on June 11, 2024.

First reading approval was given on July 16, 2024.

26. Ordinance No.: 2024-060 - Granting an encroachment to Realstate, LLC for the use of the right of way area of the 1000 block of Queen Street for the installation and maintenance of a porch, steps, walkway, and parking pad adjacent to 1015 Queen Street, Richland County TMS#11409-09-12 – *Approved on second reading.*

First reading approval was given on July 16, 2024.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 6, 2024

27. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 0.054 acres W/S Piney Woods Road and 0.057 acres W/S Piney Woods Road a/k/a 4034 Fernandina Road, TMS# 04910-01-20 and 04910-01-21 – *Approved on second reading.*

Ordinance No.: 2024-054 - Annexing 0.054 acres W/S Piney Woods Road and 0.057 acres W/S Piney Woods Road a/k/a 4034 Fernandina Road, Richland County TMS #04910-01-20 and TMS #04910-01-21 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: 1

Proposal: Request to annex the property, assign land use classification of Regional Activity Corridor (AC-3) and assign zoning of General Commercial District (GC). The property is currently classified as Mixed Residential (High Density) and zoned General Commercial District (GC) by Richland County.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 06/13/2024; Approval (5-0)

First reading approval was given on July 16, 2024.

28. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3029 Farrow Road and portion of NX Kent Street, TMS# 11503-05-06 and 11504-30-43 (portion) – *Approved on second reading.*

Ordinance No.: 2024-053 Annexing 3029 Farrow Road and a portion of NX Kent Street, Richland County TMS #11503-05-06 and TMS #11504-30-43 (portion) 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: 2

Proposal: Request to annex the property and assign land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Community Activity Center/Corridor District (CAC) at annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.

Applicant: Daniel H. and Kenia A. Eloi

Staff Recommendation: Approval

PC Recommendation: 06/13/2024; Approval (5-0)

First reading approval was given on July 16, 2024.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 6, 2024

29. ZONING MAP AMENDMENT for 650 S. Edisto Avenue, TMS# 11212-07-01 – *Approved on second reading.*

Ordinance No.: 2024-056 - Amending the Official Zoning Map to modify the zoning for 650 S. Edisto Avenue, Richland County TMS #11212-07-01 – Approved on second reading.

Council District: 3

Proposal: Request to rezone the property from Employment Campus District (EC) in the Airport Safety Overlay District (OV-A) to Residential Mixed District (RM-2) in the Airport Safety Overlay District (OV-A).

Applicant: Peyton Bryant

Staff Recommendation: Approval

PC Recommendation: 06/13/2024; Approval (5-0)

First reading approval was given on July 16, 2024.

CONSIDERATION OF CHANGE ORDERS

30. Council is asked to approve Change Order #1 for Project SS7350-02; Crane Creek Upper North Branch Extension, as requested by Columbia Water on June 27, 2024. Award to G. H. Smith Construction, LLC, in an amount not to exceed \$920,720.00. The current term of the contract ends on April 15, 2025 and this change order extends the contract to July 14, 2025. This firm is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects - Crane Creek Upper Branch Extension - Capital Project Costs (5529999-SS735002-658650). The current budget amount is \$2,917,765.13. The budget amount for this change order is \$920,720.00. The revised budget amount is \$3,838,485.13.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said this project extends the sewer beyond Interstate 77 near Scout Motors. We designed this part of the project as an alternate but at the time of the bid, we did not have the service territory dispute resolved. Since that time, it has been resolved. This extends the sewer to some of those industries that will be serving Scout Motors.

Upon a motion made by Mr. Bailey and seconded by Mr. Brennan, Council voted unanimously to approve Change Order #1 for Project SS7350-02; Crane Creek Upper North Branch Extension, as requested by Columbia Water on June 27, 2024. Award to G. H. Smith Construction, LLC, in an amount not to exceed \$920,720.00. The current term of the contract ends on April 15, 2025 and this change order extends the contract to July 14, 2025. This firm is located in Columbia, SC.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 6, 2024

31. Council is asked to approve Change Order #1 for Project SS7350-03; Crane Creek Lower North Branch Capacity Upgrade, as requested by Columbia Water on July 3, 2024. Award to Chandler Construction, in an amount not to exceed \$1,637,745.00. The current term of the contract ends on July 28, 2025 and this change order extends the contract to November 10, 2025. This firm is located in Ninety Six, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects - Crane Creek Lower North Branch Capacity Upgrade - Capital Project Costs (5529999-735003-658650). The current budget amount is \$7,963,235.50. The budget amount for this change order is \$1,637,745.00. The revised budget amount is \$9,600,980.50.

Mayor Rickenmann said this should solve those overflow issues that we've had there.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said it's increasing the capacity to build out the Crane Creek Basin. It will serve Scout Motors and the growth that's happening up there. This is making the contract whole, including the additional rock they encountered.

Upon a motion made by Mr. Brennan and seconded by Mr. Bailey, Council voted unanimously to approve Change Order #1 for Project SS7350-03; Crane Creek Lower North Branch Capacity Upgrade, as requested by Columbia Water on July 3, 2024. Award to Chandler Construction, in an amount not to exceed \$1,637,745.00. The current term of the contract ends on July 28, 2025 and this change order extends the contract to November 10, 2025. This firm is located in Ninety Six, SC.

32. Council is asked to approve Change Order #2 for Project SS7464; Crane Creek 02 and 04 Sanitary Sewer Evaluation Survey (SSES) Rehabilitation Project, as requested by Columbia Water on June 27, 2024. Award to North American Pipeline Management, Inc., in an amount not to exceed \$1,921,337.57. The current term of the contract ends on August 23, 2025 and this change order extends the contract to October 15, 2025. This firm is located in Greenville, SC. – *Approved*

Funding Source: Engineering - Water and Sewer Capital Projects - Crane Creek 02 and 04 Sanitary Sewer Evaluation Survey - Capital Project Costs (5529999-SS746401-658650). The current budget amount is \$12,067,951.50. The budget amount for this change order is \$1,921,337.57. The revised budget amount is \$13,989,289.07.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 14.00% CDBE goal. With the approval of this change order the CDBE participation will be 6.13% of the overall CDBE goal. This change order 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 97.85% (\$1,880,028.81) of the change order amount.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 6, 2024

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

R&G Construction, a Minority Business Enterprise, located in Columbia, SC, will provide concrete and asphalt repair services at 2.15% (\$41,308.76) of the change order amount.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said we made certain assumptions about the condition of the assets when we designed the Sanitary Sewer and Rehabilitation Projects. The mains in this area were in worse condition that we had envisioned and the laterals were also in poor condition. That's the additional cost in this change order. It is work we're required to do to rehabilitate the system.

Upon a motion made by Ms. Herbert and seconded by Mr. Brennan, Council voted unanimously to approve Change Order #2 for Project SS7464; Crane Creek 02 and 04 Sanitary Sewer Evaluation Survey (SSES) Rehabilitation Project, as requested by Columbia Water on June 27, 2024. Award to North American Pipeline Management, Inc., in an amount not to exceed \$1,921,337.57. The current term of the contract ends on August 23, 2025 and this change order extends the contract to October 15, 2025. This firm is located in Greenville, SC.

ORDINANCES - FIRST READING

33. Ordinance No.: 2024-055 - Granting an encroachment to the University of South Carolina for the use of the right of way area of the 1400 block of Pendleton Street for the installation and maintenance of a sidewalk and a retaining wall adjacent to 1420 Pendleton Street, Richland County TMS# 11304-05-01 – *Approved on first reading.*

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2024-055 - Granting an encroachment to the University of South Carolina for the use of the right of way area of the 1400 block of Pendleton Street for the installation and maintenance of a sidewalk and a retaining wall adjacent to 1420 Pendleton Street, Richland County TMS# 11304-05-01.

34. Ordinance No.: 2024-059 - Granting an encroachment to MGN Development Group, LLC for the use of the right of way area of the 1100 block of Miller Avenue for the installation and maintenance of landscaping and irrigation adjacent to 1104 Miller Avenue, Richland County TMS# 09209-22-03 – *Approved on first reading.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Upon a motion made by Ms. Herbert and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to Ordinance No.: 2024-059 - Granting an encroachment to MGN Development Group, LLC for the use of the right of way area of the 1100 block of Miller Avenue for the installation and maintenance of landscaping and irrigation adjacent to 1104 Miller Avenue, Richland County TMS# 09209-22-03.

35. Ordinance No.: 2024-061 - Granting an encroachment to Richard Burts for the use of the right of way areas of the 1500 block of Main Street and the 1200 block of Hampton Street for maintenance of a historic Seth Thomas clock adjacent to 1500 Main Street, Richland County TMS# 09014-09-16 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to Ordinance No.: 2024-061 - Granting an encroachment to Richard Burts for the use of the right of way areas of the 1500 block of Main Street and the 1200 block of Hampton Street for maintenance of a historic Seth Thomas clock adjacent to 1500 Main Street, Richland County TMS# 09014-09-16.

36. Ordinance No.: 2024-062 - Authorizing the City Manager to execute a Right of Entry Agreement and Temporary Construction License with The River Alliance to Construct Saluda Riverwalk Phase 2 and Boyd Foundation Funded Bridge – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2024-062 - Authorizing the City Manager to execute a Right of Entry Agreement and Temporary Construction License with The River Alliance to Construct Saluda Riverwalk Phase 2 and Boyd Foundation Funded Bridge. Mr. Brennan was not present for the vote.

RESOLUTIONS

37. Resolution No.: R-2024-060 - Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1213, 1217 and 1221 Pickens Street, Columbia, South Carolina, Richland County TMS # 11401-05-09, 11401-05-08, and 11401-05-07 – *Approved*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 6, 2024**

Upon a motion made by Dr. Bussells and seconded by Mr. Bailey, Council voted unanimously to approve Resolution No.: R-2024-060 - Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1213, 1217 and 1221 Pickens Street, Columbia, South Carolina, Richland County TMS # 11401-05-09, 11401-05-08, and 11401-05-07. Mr. Brennan abstained from voting due to a potential conflict of interest.

38. Resolution No.: R-2024-061 - Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1931 Assembly Street, Columbia, South Carolina, Richland County TMS # R09015-16-09 – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Bailey, Council voted unanimously to approve Resolution No.: R-2024-061 - Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1931 Assembly Street, Columbia, South Carolina, Richland County TMS # R09015-16-09. Mr. Brennan was not present for the vote.

39. Resolution No.: R-2024-063 - Adopting a City of Columbia Public Art Placement Policy and Public Art Placement Application - *Approved*

Endorsed by the Arts, Historic Preservation and Philanthropy Committee on July 9, 2024.

Councilor Bailey said having a firm policy about the placement of public art is a first step in showing that as a City, we are optimistic about the future. We are a city that supports the arts and we are looking for more public art for the people to enjoy.

Upon a motion made by Mr. Bailey and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2024-063 - Adopting a City of Columbia Public Art Placement Policy and Public Art Placement Application. Mr. Brennan was not present for the vote.

EVENT RESOLUTIONS

40. Resolution No.: R-2024-040 - Authorizing consumption of beer, wine and liquor at Brunch at Seibels House and Garden, 1601 Richland Street on Sunday, August 25, 2024 – *Approved*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 6, 2024

Upon a motion made by Dr. Bussells and seconded by Mr. Brown, Council voted unanimously to approve Resolution No.: R-2024-040 - Authorizing consumption of beer, wine and liquor at Brunch at Seibels House and Garden, 1601 Richland Street on Sunday, August 25, 2024.

41. R-2024-066 - Ratifying Resolution No.: R-2024-065 - Ratifying and Authorizing the Adoption of Resolution No.: R-2024-065 - Authorizing the consumption of beer and wine for the area known as Boyd Plaza, adjacent to the Columbia Museum of Art for the Restaurant Olympic Games Sunday, August 4, 2024 – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mayor Rickenmann, Council voted unanimously to approve R-2024-066 - Ratifying Resolution No.: R-2024-065 - Ratifying and Authorizing the Adoption of Resolution No.: R-2024-065, Authorizing the consumption of beer and wine for the area known as Boyd Plaza, adjacent to the Columbia Museum of Art for the Restaurant Olympic Games Sunday, August 4, 2024.

APPOINTMENTS

42. Board of Zoning Appeals – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Bailey, Council voted unanimously to approve the appointment of Mr. Colton Driver and the reappointment of Ms. Kathryn Fenner to the Board of Zoning Appeals.

43. Columbia Housing Authority – *Approved*

A motion made by Mr. McDowell and seconded by Mr. Bailey to defer the appointments for the Columbia Housing Authority Board of Commissioners to the next meeting failed by a vote of two (2) to five (5). Mr. McDowell and Mr. Bailey voted aye. Mr. Brown, Ms. Herbert, Dr. Bussells, Mr. Brennan, and Mayor Rickenmann voted nay.

Upon a motion made by Mayor Rickenmann and seconded by Dr. Bussells, Council voted five (5) to two (2) to approve the appointment of Mr. Darrell Jackson, Jr. to the Columbia Housing Authority Board of Commissioners. Mr. Bailey, Mr. Brown, Dr. Bussells, Mr. Brennan, and Mayor Rickenmann voted aye. Mr. McDowell and Ms. Herbert voted nay.

A motion made by Mr. Bailey and seconded by Ms. Herbert to reappoint Ms. Kara Simmons to the Columbia Housing Authority Board of Commissioners failed by a vote of three (3) to four (4). Mr. Bailey, Ms. Herbert, and Mr. McDowell voted aye. Mr. Brown, Dr. Bussells, Mr. Brennan, and Mayor Rickenmann voted nay.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 6, 2024**

A motion made by Mr. McDowell and seconded by Mr. Bailey to defer the remaining appointment to the Columbia Housing Authority Board of Commissioners failed by a vote of three (3) to four (4). Mr. Bailey, Mr. Brennan, and Mr. McDowell voted aye. Mr. Brown, Ms. Herbert, Dr. Bussells, and Mayor Rickenmann voted nay.

Upon a motion by Ms. Herbert and seconded by Mr. Bailey, Council voted four (4) to three (3) to approve the reappointment of Mr. James Chatfield to the Columbia Housing Authority Board of Commissioners. Mr. Bailey, Ms. Herbert, Mr. Brennan, and Mayor Rickenmann voted aye. Mr. Brown, Dr. Bussells, and Mr. McDowell voted nay.

44. Commercial Revolving Loan Fund Committee - *Approved*

Upon a motion made by Dr. Bussells and seconded by Ms. Herbert, Council voted six (6) to one (1) to approve the appointment of Ms. Jane Downey and Mr. Andrew Rabuck to the Commercial Revolving Loan Fund Committee. Mr. Bailey, Mr. Brown, Ms. Herbert, Dr. Bussells, Mr. Brennan, and Mayor Rickenmann voted aye. Mr. McDowell abstained from voting.

45. Municipal Election Commission – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Brennan. Council voted unanimously to approve the appointment of Ms. Claire Hall to the Municipal Election Commission. Mr. McDowell was not present for the vote.

46. Parks and Recreation Foundation – *Approved*

Upon a motion made by Mr. Brown and seconded by Ms. Herbert, Council voted unanimously to approve the appointment of Mr. Noah Moore to the Parks and Recreation Foundation.

47. Planning Commission – *Approved*

Upon a motion made by Ms. Herbert and seconded by Dr. Bussells, Council voted unanimously to approve the appointment of Ms. Lilly Coveney to the Planning Commission.

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

Mayor Rickenmann referred a more streamlined process for future appointments to boards and commissions to the Administrative Policy Committee.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 6, 2024

Councilor Brennan took a moment of personal privilege to thank City Manager Teresa Wilson and her team for a wonderful weekend of logistics during the Rivals in Red soccer match. International, national, and local news saw Columbia looking great.

Ms. Teresa Wilson, City Manager thanked City Council and the partners that were involved.

PUBLIC INPUT

No one appeared at this time.

ADJOURNMENT

The meeting was adjourned at 4:12 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 13, 2024

CALL TO ORDER

The Columbia City Council conducted a Special Called Meeting on Tuesday, August 13, 2024 at City Hall (Mayors Conference Room), 1737 Main Street, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 2:30 p.m. and the following members were present: The Honorable Will Brennan, Mayor Pro-Tem, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey, Jr. The Honorable Edward H. McDowell, Jr. was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

ADOPTION OF THE AGENDA

Upon a motion made by Mayor Rickenmann and seconded by Dr. Bussells, Council voted unanimously to amend the agenda by adding the discussion of the employment of an employee pursuant to S.C Code §30-4-70(a)(1) - Parks and Recreation Department.

ORDINANCE - FIRST READING

1. Ordinance No.: 2024-071 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic to add Article V, Golf Carts

Mayor Rickenmann clarified that the issue at hand is not related to personal golf carts but concerns the use of commercial golf carts. The Council has clear safety concerns regarding this matter. We look forward to receiving further information. While some clerical changes are needed, if the state does not take action, the Council is prepared to move forward. Currently, this activity is prohibited by state regulations.

Upon a motion made by Mr. Bailey and seconded by Mr. Brennan, Council voted unanimously to defer Ordinance No.: 2024-071 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic to add Article V, Golf Carts to give the state time to remove a provision related to forfeiture from the ordinance.

EXECUTIVE SESSION

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to enter into Executive Session at 2:37 p.m. for the discussion of the employment of an employee pursuant to S.C Code §30-4-70(a)(1) - Parks and Recreation Department.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 13, 2024**

ADJOURNMENT

The meeting was closed at 3:08 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



MEETING DATE: August 20, 2024

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Capital City/Lake Murray Country Update - Ms. Miriam Atria, President/CEO for the Capital City/Lake Murray Country Regional Tourism Board

FUNDING SOURCE & ORIGINAL BUDGET:



MEETING DATE: August 20, 2024

DEPARTMENT: Governmental Affairs / Special Projects

FROM: *Whanna Bouknight, Administrator*

SUBJECT: Council is asked to approve a Fiscal Year 2024/2025 Professional Services Agreement for the Director of External Affairs, as requested by Administration. Award to Laddie Howard in an amount not to exceed \$85,000.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$85,000.00.

CLEAN WATER 2020?: No

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

ATTACHMENTS:

- **#a:** APPROVED - 24022717 - Laddie Howard's Director of External Affairs contract 2024-25 (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 Laddie Howard (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.

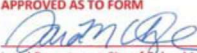
The Contractor represents that Contractor has, or will secure at Contractor's own expense, all personnel required in performing the services under the Contract.

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: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/13/2024

WITNESSES AS TO CONTRACTOR: CONTRACTOR

BY: _____

TITLE: _____

**Contract for Professional Services
City of Columbia – Laddie Howard
Appendix A**

Scope of Services

Contractor will work at the direction of the City Manager and under the supervision of the Assistant City Manager for Administration, and will serve as the City of Columbia liaison for external affairs and the primary point of contact for matters concerning city government before regional city, town, and county partners. The position will coordinate the city's advocacy efforts and community relations while building strategic alliances with other organizations. The position collaborates with lobbyist and other staff on public outreach and involvement initiatives for the City of Columbia's government affairs planning and policy processes. Specific work items include:

1. Establishes and maintains cooperative relationships with local, state, federal and agency officials, to include but not limited to attending the meetings of Midlands area elected Councils, Councils of Governments, Transit Authority, business chambers, etc.
2. Research, monitor, understand, analyze, and track state and federal legislative initiatives that could affect the City of Columbia.
3. Assist City management and general counsel in drafting legislation and administrative rules that are legally sound and beneficial to the City of Columbia.
4. Keep internal staff and stakeholders apprised of any related legislative activity, movement, or amendments by preparing briefings, memos, testimony, and correspondence.
5. Develop and maintain cooperative relationships with councilmembers of regional city, town and county councils and staff, stakeholders, partner organizations and other officials to provide information and foster a positive image of the City of Columbia.
6. Attend relevant regional city, town or county committee meetings, as well as other meetings council meetings and staff, and other officials upon request; help prepare the City Management or other staff for those events and assist with follow up as needed.
7. Manage legislative referrals and responses for the City of Columbia.
8. Coordinate with external groups and agencies, to ensure regulatory consistency and to meet all external requirements.
9. Ensure the City of Columbia complies with or exceeds all necessary provisions for public involvement in the regulatory process. Develop and employ effective public involvement strategies with the public and key stakeholders on regulatory issues.
10. Help coordinate the development of comprehensive regional legislative agenda (City, Towns and Counties) and ensure compliance with associated implementation plans.
11. Assist with facilitating legislative engagement opportunities, public work sessions, advisory committee meetings, and other forums with stakeholders or the public, as needed.
12. Identify, evaluate, and pursue opportunities to coordinate the City of Columbia planning efforts with other local, statewide, or national planning efforts.

13. Assist with identifying future planning needs and make recommendations to the City of Columbia leadership accordingly.
14. Advise City of Columbia personnel on if, how, and when public involvement efforts should be incorporated into policy and decision making, as well as program and project planning and execution; develop, coordinate, and implement public involvement strategies and processes.
15. Evaluate public involvement outcomes and advise on the integration of those outcomes into decision-making.
16. Attends City Council meetings to report on state government issues, as requested.

Time of Performance

This Agreement covers work performed by Contractor for the City between July 1, 2024 and June 30, 2025.

**Contract for Professional Services
City of Columbia – Laddie Howard
Appendix B**

The Budget for the performance of services described in the Agreement will be eighty thousand five dollars (\$85,000), payable in 12 monthly increments of seven thousand eighty three dollars and 33 cents (\$7,083.33).

Contractor's Current Clients

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



MEETING DATE: August 20, 2024

DEPARTMENT: Governmental Affairs / Special Projects

FROM: *Whanna Bouknight, Administrator*

SUBJECT: Council is asked to approve a Fiscal Year 2024/20245 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:** APPROVED - 24022711 - Due South Advocacy - Lobbying Contract 24-25 (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.

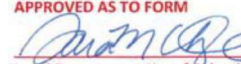
The Contractor represents that Contractor has, or will secure at Contractor's own expense, all personnel required in performing the services under the Contract.

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: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/13/2024

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 July 1, 2024 and June 30, 2025.

**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



MEETING DATE: August 20, 2024

DEPARTMENT: Governmental Affairs / Special Projects

FROM: *Whanna Bouknight, Administrator*

SUBJECT: Council is asked to approve a Fiscal Year 2024/2025 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:** APPROVED - 24022710 - Jet Corp Consulting Group's Contract for 2024-2025 (003) (002) (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 Jet Corp Consulting Group, 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.

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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.

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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.

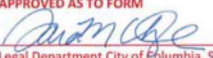
WHEREFORE, THE City and the Contractor have entered into this Agreement as of the date of the last signature below.

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: _____

TITLE: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/13/2024

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 July 1, 2024 and June 30, 2025.

**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 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. 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



MEETING DATE: August 20, 2024

DEPARTMENT: Governmental Affairs / Special Projects

FROM: *Whanna Bouknight, Administrator*

SUBJECT: Council is asked to approve a Fiscal Year 2024/2025 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 - 24022709 - Kyle Michel Contract- 2024-2025 (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 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.

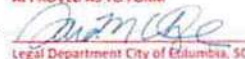
WHEREFORE, THE City and the Contractor have entered into this Agreement as of the date of the last signature below.

WITNESSES AS TO CITY: CITY OF COLUMBIA

BY: _____

TITLE: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

WITNESSES AS TO CONTRACTOR: CONTRACTOR

8/13/2024

BY: _____

TITLE: _____

**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. Arranging, and participating in, meetings with City officials and legislators and/or executive branch officials to discuss City issues, as requested;
10. Working with the City Manager and staff to communicate City positions on state issues to other regional governments, as appropriate;
11. Advising the City Manager and staff on media and public relations issues related to state government matters, as requested;
12. 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;
13. 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, 2024 and June 30, 2025.

**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



MEETING DATE: August 20, 2024

DEPARTMENT: Governmental Affairs / Special Projects

FROM: *Whanna Bouknight, Administrator*

SUBJECT: Council is asked to approve a Fiscal Year 2024/2025 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 - 24022713 - CapitalEdge Lobbying contract 2024-2025 (PDF)

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

THIS AGREEMENT entered this 1st day of July 2024 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, 2025.
- C. Final payment will be made as follows: The last payment will be made during the month of June 2025 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.

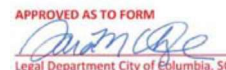
WITNESSES AS TO CITY:

CITY OF COLUMBIA

By: _____

Teresa Wilson

Its: City Manager

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

8/12/2024

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, 2024 to June 30, 2025 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 \$7,500.50 commencing July 1, 2024, or upon City Council approval of this contract, whichever is later.



MEETING DATE: August 20, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Council is asked to approve a Memorandum of Understanding for Indigent Defense in the Municipal Court, as requested by the Legal Department. Award to the Richland County Fifth Circuit Public Defender's Office in the amount of \$225,000.00.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Legal Department Public Defender (1018404-638522). The original budget amount is \$225,000.00.

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** FY 24-25 MOU - Public Defender (PDF)

MEMORANDUM OF UNDERSTANDING

PARTIES: This agreement sets forth the understanding between the City of Columbia (“City”) and the Fifth Circuit Public Defender (“Public Defender”) regarding representation of indigent defendants in the Municipal Court for the City of Columbia.

BACKGROUND: The parties understand the constitutionally mandated requirement that persons who face the possibility of incarceration if convicted of a crime in Municipal Court, and who are unable to afford to hire an attorney, are entitled to the appointment of counsel.

The parties understand that Proviso 61.12 of the 2020 – 2021 Appropriations Act for the State of South Carolina requires:

61.12. (INDEF: Optional Courts and Indigent Representation) If a municipality has or elects to have an optional municipal court system, it must provide adequate funds for representation of indigents. No public defender shall be appointed in any such court unless the municipality and the office of the circuit public defender have reached an agreement for indigent representation and no funds allocated to the commission shall be used to provide compensation for appointed counsel in municipal courts.

PURPOSE: The City desires to have the Public Defender provide the representation referenced in Proviso 61.12. Public Defender desires to undertake providing this representation.

COMPENSATION: The City agrees that it will pay the Public Defender the sum of \$225,000.00 per fiscal year (July 1 to June 30), payable, upon receipt of a bill for these services from the Public Defender, in equal quarterly installments of \$56,250.00 due on the first of the month in January, April, July, and October. The first such payment per this Memorandum will be due July 1, 2024, and subsequent payments will be due October 1, 2024, January 1, 2025, and April 1, 2025.

SERVICES: The Public Defender agrees that it will provide three (3) attorneys to represent individuals charged with summary court offenses in the Municipal Court of the City. The Public Defender shall have full discretion in making hiring decisions for these positions. These attorneys will have no other duty than representing individuals in the Municipal Court of the City. Appointment must still be accomplished only after indigence screening and approval pursuant to the provisions of Rule 602, SCACR. Should a conflict arise in the representation of a client, the Public Defender is responsible for obtaining substitute counsel.

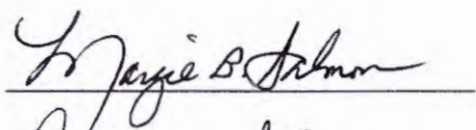
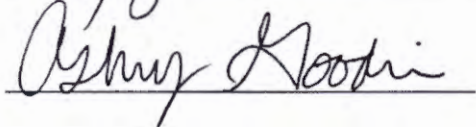
RENEWAL: To remain in effect this agreement must be renewed by the parties annually. Renewal must be accomplished by May 1st each year so that the parties may make other arrangements for services and personnel in time for the new fiscal year which begins July 1st.

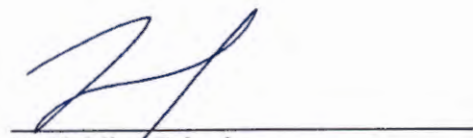
TERMINATION: This agreement will terminate if it is not renewed by the last date of the term of the agreement. Additionally, either party may terminate this agreement by providing 90 days written notice of termination to the other party.

DUTIES UPON TERMINATION: The parties understand that upon termination of this agreement, City will be solely responsible for providing Indigent Defense services for summary court offenses in the Municipal Court of the City per the terms of Proviso 61.12. The parties further understand that upon termination of this agreement Public Defender will be responsible for continuing representation through the conclusion of the matter on all cases to which it was appointed prior to the termination of this agreement.

SCOPE OF AGREEMENT: This document represents the entire agreement between the parties. It may be amended by subsequent written agreement between the parties.

WITNESSES:

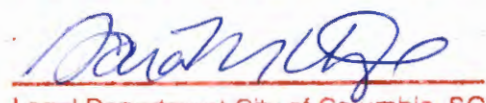

 E. Fielding Pringle
 Circuit Public Defender
 Fifth Judicial Circuit

Date: 2/27/24

 Teresa B. Wilson
 City Manager
 City of Columbia

Date:

APPROVED AS TO FORM


 Legal Department City of Columbia, SC



MEETING DATE: August 20, 2024

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve the Purchase of Vehicles and Equipment for various City Departments, as requested by the Fleet Services Division. Award to the following vendors in the total amount of \$446,559.80.

REQUISITION NO.: R229377, R229339, R229346, R230021, R229587,

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Item	Vendor	Vehicles	Procurement Method	Amount
a.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	Two (2) 2024 Ford F-150 Regular Cab 2WD for the Solid Waste Division, as requested on July 12, 2024.	SC State Contract #4400029875	\$75,281.80
<i>Funding Source: Solid Waste Street Sweeping \$37,640.90 - Auto, Trucks, Heavy Equipment-Capital (5534408-658500). Solid Waste Administration \$37,640.90 - Auto, Truck, Heavy Equipment-Capital (1014403-658200). The original budget amount is \$75,281.80.</i>				
b.	Blanchard Machinery Company West Columbia, SC	One (1) 2024 CAT 306 Mini Excavator for the Street Division, as requested on July 12, 2024.	SC State Contract #4400031291	\$112,727.00
<i>Funding Source: Streets-Storm Drains - Auto, Trucks, Heavy Equipment-Capital (5534203-658500). The original budget amount is \$112,727.00.</i>				
c.	Blanchard Machinery Company West Columbia, SC	One (1) 2024 CAT 265 Skid Steer for the Street Division, as requested on July 12, 2024.	SC State Contract #4400031291	\$122,615.00
<i>Funding Source: Streets-Storm Drains - Auto, Trucks, Heavy Equipment-Capital (5534203-658500). The original budget amount is \$122,615.00.</i>				
d.	Love Chevrolet Columbia, SC	One (1) 2024 Chevrolet Tahoe 2WD for the Columbia Police Department, as requested on July	SC State Contract #4400031134	\$67,968.00

		18, 2024.		
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$67,968.00.</i>				
e.	Love Chevrolet Columbia, SC	One (1) 2024 Chevrolet Tahoe 2WD for the Columbia-Richland Fire Department, as requested on August 3, 2024.	SC State Contract #4400031134	\$67,968.00
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$67,968.00.</i>				
Total				\$446,559.80

Sec 2-204. (9) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through state contracts.

ATTACHMENTS:

- **#a:** August 8 Council Memo - Fleet Requests (DOCX)
- **#b:** 2024-2025Cap Replacement as of 8-8-24 (PDF)
- **#c:** Love Chevrolet Quote(PDF)
- **#d:** Alan Jay Sales Quote (PDF)
- **#e:** Blanchard Cat Quote (PDF)
- **#f:** Blanchard Cat 265 (PDF)



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

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: August 8, 2024

SUBJECT: Recommendation for Approval for Purchase of vehicle equipment for the City of Columbia Public Works Department, Columbia Police Department, and Columbia Fire Department, as requested by the Fleet Services Division.

The Department of Procurement of Contracts, in coordination with the General Services Department, respectfully requests your review and approval of the purchase of vehicle equipment for the City of Columbia Public Works Department, Columbia Police Department, and Columbia Fire Department as requested by the Fleet Services Division.

Item	Vehicle	Department	Price	Funding Source
a.	2 – 2024 Ford F150 Regular Cab 2wd	City of Columbia Public Works, Solid Waste	\$75,281.80	Department Capital Public Works, Solid Waste Division FY 2024-2025
b.	1 – 2024 Cat 306 Mini Excavator	City of Columbia Public Works, Street Division	\$112,727.00	Department Capital Public Works, Street Division FY 2024-2025
c.	1 – 2024 Cat 265 Skid Steer	City of Columbia Public Works, Street Division	\$122,615.00	Department Capital Public Works, Street Division FY 2024-2025
d.	1 – 2024 Chevrolet Tahoe 2wd	City of Columbia Police Department	\$67,968.00	Capital Replacement Program FY 2024-2025
e.	1 – 2024 Chevrolet Tahoe 2wd	City of Columbia Fire Department	\$67,968.00	Capital Replacement Program FY 2024-2025
Total Amount: \$446,559.80				

This purchase utilizes State Contract and cooperative purchase agreements for vehicle and equipment. Items (a, b, and c) are vehicles that are capital replacements and funded from the FY24/25 Capital Replacement Program. Items (d and e) are vehicles that are capital replacements and funded from the department's operating budget capital for FY24/25.

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

***Capital Lease Purchase Program**

The City utilizes a capital lease purchase program for the replacement of General Fund rolling stock and technology refresh. Although referred to as a lease program, this is a financing mechanism for the City's capital outlays replacement program for General Fund departments. Vehicles and equipment include police patrol vehicles, fire trucks, solid waste trucks, dump trucks and other vehicles and heavy equipment associated with General Fund departments.

The Capital Lease Program has typically been a 7 year lease and the annual lease payment is included in the General Fund Budget. The issuance of \$15,000,000 is based upon the replacement schedule for the year and the capacity of the General Fund for the lease payment.

Issuance of the lease takes is generally approved by City Ordinance during November or December City Council meetings. The procurement of vehicles begins as early as July due to the lead time it often takes for vehicles, especially heavy equipment and in particular fire apparatuses. Purchases take place throughout the fiscal year, depending upon availability. While the purchase of the vehicles begins before the lease is issued, the delivery and receipt of the vehicles or equipment occurs after the lease is issued.

FY22/23 VEHICLE(S) RECEIVED

General Fund Capital Replacement Lease Purchase
as of 9/22/2023

DEPARTMENT	VEHICLE(S) RECEIVED	AMOUNT
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PUBLIC WORKS

ANIMAL	1) FORD F-150 REG CAB 2WD 6.5 BED	\$30,924.00
SOLID WASTE	1) FORD F-650 REG CAB TRASH TRUCKS	\$103,585.00
SOLID WASTE	1) FORD F-150 REG CAB 2WD 6.5 BED	\$30,924.00
SOLID WASTE	1) 914 WHEEL LOADER	\$185,192.50
SOLID WASTE	1) GSP SIDE LOADER	\$323,740.13
FORESTRY	1) VERMEER BC1000XL BRUSH CHIPPER	\$59,220.72
FORESTRY	1) FORD F-250 CREW CAB 2WD XL 6.5' BED	\$44,149.00
FORESTRY	1) F350 CREW CAB LANDSCAPE	\$58,513.00
		\$836,248.35

POLICE

POLICE	20) TAHOES -PPV	\$1,568,532.70
POLICE	2) TAHOES -TRAFFIC	X
POLICE	3) TAHOES -CRIME SCENE	X
POLICE	4) TAHOES -K 9	X
POLICE	29 radios	\$216,082.35
POLICE	29 Laptops	\$135,888.40
POLICE	29 Rocket IoT	\$103,356.00
POLICE	1) Tahoe-PPV- EXTRA	\$53,189.25
POLICE	1-Software License Fee	\$500.00
POLICE	1-Marvlis licenses	\$1,155.00
POLICE	1- Laptops	\$4,685.81
POLICE	2) FORD F-150 REPONDER	\$89,256.00
POLICE	1) EMERGENCY LIGHTING UPFIT	\$25,061.39
POLICE	6) FORD F-150 REGULAR CAB 2WD 6.5 BED	\$185,544.00
POLICE	3) EMERGENCY LIGHT UPFIT	\$6,396.87
POLICE	1) FORD F-150 CREW CAB 2WD	\$39,746.00
POLICE	1) FORD F-250 CREW CAB 2WD 6.5 BED	\$44,149.00
POLICE	1) SUBURBAN Z71- Mayor	\$69,313.00
POLICE	1) EMERGENCY LIGHTING UPFIT	\$8,717.61
POLICE	1) CHEVY TAHOE- City Manager	\$63,878.00
POLICE	4) NISSAN ALTIMAS -BRILLIANT SILVER METALLIC	\$98,120.00
POLICE	5) NISSAN ALTIMAS -SUPER BLACK	\$122,650.00
POLICE	4) NISSAN ALTIMAS -GUN METALLIC (gray)	\$98,120.00
POLICE		
		\$2,934,341.38

FIRE

FIRE	1) FORD RANGER SUPER CAB 2WD 6'BED	\$28,669.00
FIRE	1-EMERGENCY LIGHT UPFIT	\$1,399.64
FIRE	3) FORD RANGER CREW CAB 2WD 5 'BED	\$105,939.00
FIRE	3-EMERGENCY LIGHT UPFIT	\$6,835.11
FIRE	2) FORD RANGER CREW CAB 2WD 5 'BED	\$69,492.00
FIRE	2-EMERGENCY LIGHT UPFIT	\$8,409.50
FIRE		
		\$220,744.25

PARKS & REC

PARKS & REC	2) F-150 REG CAB 2WD 6.5 BED	\$61,848.00
PARKS & REC	1) NISSAN ALTIMA	\$24,530.00
PARKS & REC	1) FORD F-150 REGULAR CAB 2WD 8' BED	\$31,210.00
PARKS & REC	1) CHEVY EQUINOX	\$31,723.00
PARK & REC	1) CHEVY EQUINOX	\$31,763.00
		\$181,074.00

OTHER

BUISNESS LICENSE	2) NISSAN ALTIMAS	\$49,060.00
BUISNESS LICENSE	2) NISSAN ALTIMAS	\$49,060.00
SUPPORT SERV	1) NISSAN ALTIMA	\$24,530.00
SUPPORT SERV	1) FORD F-150 REG CAB 2WD 6.5 BED	\$30,924.00
PLAN & DEVELOP	1) F-150 REG CAB 2WD 6.5 BED	\$30,924.00
		\$184,498.00

FY22/23 VEHICLE(S)/EQUIP ON ORDER

General Fund Capital Replacement Lease Purchase
as of 9/22/2023

DEPARTMENT	VEHICLE(S)/EQUIP ON ORDER	AMOUNT
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PUBLIC WORKS

SOLID WASTE	6) FORD F-650 REG CAB TRASH TRUCKS	\$621,510.00
SOLID WASTE	1) LOADMASTER REAR LOADER	\$246,037.10
SOLID WASTE	1) CLAMSHELL LOADER	\$333,924.00
SOLID WASTE	1) FORD F-150 REGULAR CAB 2WD 8' BED	\$31,210.00
SOLID WASTE	1) PETERBILT- GSP SIDE LOADER	\$366,287.00
FORESTRY	1) WESTERN STAR GRAPPLE TRUCK	\$361,088.00
FORESTRY	1) FORD F-150 REG CAB 2WD XL 6.5' BED	\$31,210.00
FORESTRY	1- FORD F-350 2WD-CREW CAB-DRW	\$52,704.00
FORESTRY	1-FORD F-350 2WD-CREW CAB-SRW	\$51,272.00
TRAFFIC	1) F-150 REG CAB 2WD 6.5 BED	\$30,924.00
TRAFFIC	2) F-550 REG CAB 2WD ALTEC AT40G AERIAL	\$358,036.00
		\$2,484,202.10

POLICE

POLICE	1- in car camera systems	\$8,153.97
POLICE	1- radios	\$7,071.06
POLICE	1- printer-scanners	\$1,020.29
POLICE	29 printer-scanners	\$29,385.67
POLICE	29 Marvlis licenses	\$36,174.60
POLICE	29 in car camera systems	\$193,214.33
POLICE	29 Software License Fee	\$49,005.49
POLICE	1) Emergency Lighting Upfit	\$2,164.29
POLICE	2)FORD F-150 REGULAR CAB 2WD 6.5 BED	\$61,848.00
POLICE	1) ROCKET IOT	\$3,297.24
POLICE	8) Emergency Lighting Upfit	\$17,058.30
POLICE	1) Emergency Lighting Upfit	\$2,132.29
		\$410,525.53

FIRE

FIRE	1) PIERCE ENFORCER 100' MID MOUNT TOWER LADDER	\$1,747,799.00
FIRE	1) FORD F-350 REG CAB DRW 2WD	\$67,610.00
	EMERGENCY LIGHT UPFIT	\$4,249.50
		\$1,819,658.50

PARKS & REC

PARKS & REC	1) F350 CREW CAB LANDSCAPE	\$58,513.00
PARKS & REC	1)F-450 CREW CAB 2WD FLAT BED	\$64,214.00
PARKS & REC	1) F-150 REG CAB 2WD 6.5 BED	\$30,924.00
PARKS & REC	1) FORD F-150 REGULAR CAB 2WD 8' BED	\$31,210.00
PARKS & REC	1) FORD EXPLORER	\$42,457.00
PARKS & REC	1) MALIBU	\$25,983.00
		\$253,301.00

OTHER

PLAN & DEVELOP	1) FORD EXPLORER	\$42,457.00
SAFETY & RISK	1) FORD EXPLORER	\$42,457.00
		\$84,914.00
SUPPORT SERV	1) NISSAN ALTIMA	\$26,526.00
SUPPORT SERV	1) FORD F-150 REG CAB 2WD 6.5 BED	\$40,920.00
		\$67,446.00

Total On Order

		\$5,120,047.13

FY23/24 VEHICLE(S) RECEIVED**General Fund Capital Replacement Lease Purchase
as of 08/08/2024**

DEPARTMENT	VEHICLE(S) RECEIVED	AMOUNT
PUBLIC WORKS		
SOLID WASTE	1 - 914 Wheel Loaders	\$198,724.00
FORESTRY	2024 Ford F-350 DRW XL 2WD CREW CAB 8' BED	\$54,857.00
		<u>\$54,857.00</u>
POLICE		
POLICE	16 - 2023 Tahoe PPV's 2WD	\$607,968.00
POLICE	16 - Printer and Scanners	\$16,330.64
POLICE	Software License Fee	\$8,640.00
POLICE	9 - 2024 Chevrolet Tahoe PPV's 2wd	\$467,892.00
POLICE	1 - 2024 Chevrolet Tahoe LT	\$67,263.00
POLICE	5 - 2024 Chevrolet Malibu LS	\$129,915.00
POLICE	4 - 2024 Chevrolet Tahoe LS	\$225,572.00
		<u>\$1,523,580.64</u>
FIRE		
FIRE	2024 Ford F-250 Super Duty SRW XL 4WD	\$71,341.00
		<u>\$71,341.00</u>
PARKS AND RECREATION		
PARKS AND RECREATION	2024 Chevrolet Malibu	\$25,983.00
PARKS AND RECREATION	2024 Ford Transit Cargo Van RWD	\$56,182.00
PARKS AND RECREATION	2024 Ford Transit Cargo Van T-350 RWD	\$51,401.00
PARKS AND RECREATION	2024 Chevrolet Transit Van	\$53,353.00
		<u>\$186,919.00</u>
OTHER		

FY23/24 VEHICLE(S)/EQUIP ON ORDER**General Fund Capital Replacement Lease Purchase
as of 08/08/2024**

DEPARTMENT	VEHICLE(S)/EQUIP ON ORDER	AMOUNT
PUBLIC WORKS		
SOLID WASTE	1 - 914 Wheel Loaders	\$198,724.00
SOLID WASTE	2 - 2025 International Chassis with Dump Body	\$271,387.36
SOLID WASTE	2 - 2024 Peterbilt Side loader garbage trucks	\$733,212.70
SOLID WASTE	1 - 2025 Western Star 47X Clamshell Truck	\$372,015.00
TRAFFIC	2024 Ford F-250 Super Duty SRW XL 2WD	\$55,684.00
		<u>\$1,631,023.06</u>
POLICE		
POLICE	17 - Digital Operation Software equipment	\$118,590.57
POLICE	4 - Laptop & Havis vehicle dock equipment	\$75,180.27
POLICE	2 - Rocket Communications equipment	\$60,739.20
		<u>\$254,510.04</u>
FIRE		
FIRE	Pierce Enforcer Rescue Truck	\$1,402,593.00
FIRE	2024 Pierce Custom Pump with 7010 Enforcer Cab	\$965,413.00
FIRE	2024 Pierce Custom Pump with 7010 Enforcer Cab	\$986,189.00
FIRE	2024 Chevy Colorado 2WD Crew Cabs	\$73,298.00
FIRE	2 - 2024 Chevrolet Silverado 1500	\$125,361.00
		<u>\$3,552,854.00</u>
PARKS AND RECREATION		
PARKS AND RECREATION	2024 Chevrolet Malibu	\$25,983.00
PARKS AND RECREATION	2024 Ford Transit Cargo Van RWD	\$56,182.00
PARKS AND RECREATION	2024 Ford Transit Cargo Van T-350 RWD	\$51,401.00

FY24/25 VEHICLE(S) RECEIVED**General Fund Capital Replacement Lease Purchase
as of 08/08/2024**

DEPARTMENT	VEHICLE(S) RECEIVED	AMOUNT
PUBLIC WORKS		
POLICE		
FIRE		
PARKS AND RECREATION		
OTHER		

FY24/25 VEHICLE(S)/EQUIP ON ORDER**General Fund Capital Replacement Lease Purchase
as of 08/08/2024**

DEPARTMENT	VEHICLE(S)/EQUIP ON ORDER	AMOUNT
PUBLIC WORKS		\$0.00
POLICE		
POLICE	35 - Chevrolet Tahoe PPV	\$1,819,589.00
POLICE	1 - Chevrolet Tahoe 2wd Admin *Pending City Council Approval	\$67,968.00
		\$1,887,557.00
FIRE		
	1 - Chevrolet Tahoe 2wd Admin *Pending City Council Approval	\$67,968.00
		\$67,968.00



LOVE CHEVROLET COMPANY

100 PARKRIDGE DR

Columbia, South Carolina 29212

DON LOCKHART LOVE CHEVROLET FLEET 803-513-5905

DLOCKHART@LOVEAUTO.COM

STATE CONTRACT REF #4400031134 FOR S.C.

2024 CHEVROLET TAHOE 2WD WITH LT PACKAGE

\$67968.00

PRICE INCLUDES SC IMF FEE AND DMV TEMP TAGS

DARK ASH EXTERIOR

EBONY LEATHER INTERIOR

5.3L V8 GAS ENGINE

10 SPEED AUTOMATIC TRANSMISSION

LT PACKAGE

CLIMATE CONTROL A/C
POWER WINDOWS, LOCKS, MIRRORS (FOLDING)
KEYLESS REMOTE ENTRY-TWO REMOTES
PUSH BUTTON START
REMOTE START
FRONT BUCKET SEATS WITH CENTER CONSOLE-HEATED
POWER SEAT ON DRIVERS SIDE
2ND BUCKET SEATS-HEATED
3RD ROW 50/50 SPLIT BENCH SEATING
12" AM/FM STEREO TOUCHSCREEN/BLEETOOTH CAPABLE
PANORAMIC SUNROOF
MAX TRAILERING PACKAGE
REAR VISION CAMERA HD
POWER TILT AND TELESCOPIC STEERING WHEEL
CRUISE CONTROL
BLACK ASSIST STEPS
CARPETED FLOOR COVERING WITH MATS
ALL WEATHER FLOOR LINERS
20" ALUMINUM WHEELS /MACHINED FACE
20" ALL SEASON TIRES BW

POWER REAR LIFTGATE
INTEGRATED TRAILER BRAKE CONTROLLER
ADVANCED TRAILERING PACKAGE
ELECTRIC REAR DEFOGGER
FORWARD COLLISION ALERT -SENSOR
AUTOMATIC EMERGENCY BRAKING
LANE CHANGE ALERT
REAR CROSS TRAFFIC ALERT
SIDE BLIND ZONE ALERT
DEEP TINTED GLASS
TRAILER HITCH AND WIRING



9.d

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM	55691-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
7/12/2024

PRICE QUOTE FORM

REVISED QUOTE DATE
7/12/2024

REQUESTING AGENCY	COLUMBIA, CITY OF (SC)			
CONTACT PERSON	BILLY BOWERS	EMAIL	WILLIAM.BOWERS@COLUMBIASC.GOV	
PHONE	803-545-3811	MOBILE	FAX	

PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #:4400029875

MODEL	F1K 101A	MSRP	\$40,000.00
2024 FORD F-150 REGULAR CAB PICKUP 2WD 5.0L V8 122" WB XL 6.5' BED			

CUSTOMER ID

GOVERNMENT PRICE \$34,315.00

BED LENGTH	6.5' Bed
------------	----------

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

DESCRIPTION

YZ	Oxford White	\$0.00
AS	Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat	\$0.00
995	Engine: 5.0L V8	\$0.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
101A	OPTIONS Equipment Group 101A Standard	\$0.00
18B	Black Platform Running Boards	\$0.00
64C	Wheels: 17" Silver Steel	\$0.00
	Tires: 245/70R17 BSW A/S	\$0.00
PW PL	Power Windows & Locks (Incl)	\$0.00
BT	BLUE TOOTH (STD)	\$0.00
BUC	Back Up Camera	\$0.00
DMU	Dealer Markup	\$2,058.90

FACTORY OPTIONS \$2,058.90

AFTERMARKET OPTIONS

DESCRIPTION

NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	\$0.00
SC CD FEE	COURTESY DELIVERY -DROP SHIP- TO LOCAL VENDOR FOR PDI AND DELIVERY.	\$636.00
LT SPRAY	Kevlar spray in liner installed in cargo area.	\$631.00

AFTERMARKET OPTIONS \$1,267.00

TRADE IN

TOTAL COST \$37,640.90

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) QTY 1 \$37,640.90

Estimated Annual payments for 60 months paid in advance: \$8,654.42

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

MATT FORTE

GOVERNMENT ACCOUNT MANAGER matt.forte@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Vehicle: [Fleet] 2024 Ford F-150 (F1K) XL 2WD Reg Cab 6.5' Box (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 Ford F-150 (F1K) XL 2WD Reg Cab 6.5' Box	MSRP:\$36,965.00
Interior:Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat	
Exterior 1:Oxford White	
Exterior 2:No color has been selected.	
Engine: 5.0L V8	
Transmission: Electronic 10-Speed Automatic	

OPTIONS

CODE	MODEL	MSRP
F1K	[Fleet] 2024 Ford F-150 (F1K) XL 2WD Reg Cab 6.5' Box	\$36,965.00
OPTIONS		
101A	Equipment Group 101A Standard	\$0.00
153	Front License Plate Bracket	\$0.00
18B	Black Platform Running Boards	\$250.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
64C	Wheels: 17" Silver Steel	\$0.00
995	Engine: 5.0L V8	\$0.00

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Data Version: 22909. Data Updated: Jul 10, 2024 6:44:00 PM PDT.



Vehicle: [Fleet] 2024 Ford F-150 (F1K) XL 2WD Reg Cab 6.5' Box (Complete)

AS	Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat	\$0.00
YZ	Oxford White	\$0.00
—	Tires: 245/70R17 BSW A/S	\$0.00
SUBTOTAL		\$37,215.00
Adjustments Total		\$0.00
Destination Charge		\$1,995.00
TOTAL PRICE		\$39,210.00

FUEL ECONOMY

Est City:17 (2023) MPG

Est Highway:25 (2023) MPG

Est Highway Cruising Range:575.00 mi

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Vehicle: [Fleet] 2024 Ford F-150 (F1K) XL 2WD Reg Cab 6.5' Box (Complete)

Standard Equipment

Mechanical

- Engine: 5.0L V8 -inc: auto start-stop technology (STD)
- Transmission: Electronic 10-Speed Automatic -inc: SelectShift w/progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail (STD)
- Electronic Locking w/3.73 Axle Ratio
- 50 State Emissions System
- Rear-Wheel Drive
- Driver Selectable Rear Locking Differential
- 70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
- 200 Amp Alternator
- Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
- Trailer Wiring Harness
- 1810# Maximum Payload
- GVWR: 6,250 lbs Payload Package
- HD Shock Absorbers
- Front Anti-Roll Bar
- Electric Power-Assist Steering
- 23 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Double Wishbone Front Suspension w/Coil Springs
- Solid Axle Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

- Wheels: 17" Silver Steel (STD)
- Tires: 245/70R17 BSW A/S (STD)
- Regular Box Style
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint
- Black Front Bumper w/Black Rub Strip/Fascia Accent

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Vehicle: [Fleet] 2024 Ford F-150 (F1K) XL 2WD Reg Cab 6.5' Box (Complete)

Exterior

- Black Rear Step Bumper
- Black Side Windows Trim
- Black Door Handles
- Black Power Heated Side Mirrors w/Manual Folding
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Integrated Storage
- Ford Co-Pilot360 - Autolamp Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Perimeter/Approach Lights
- Headlights-Automatic Highbeams

Entertainment

- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation, Radio Data System and External Memory Control
- Radio: AM/FM SiriusXM w/360L -inc: 4 speakers and auxiliary audio input jack
- Streaming Audio
- Fixed Antenna

Interior

- Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger and armrest
- Driver Seat
- Passenger Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
- FordPass Connect 5G Mobile Hotspot Internet Access
- Front Cupholder

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Vehicle: [Fleet] 2024 Ford F-150 (F1K) XL 2WD Reg Cab 6.5' Box (Complete)

Interior

Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Locking Glove Box
Interior Trim -inc: Cabback Insulator and Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Mini Overhead Console w/Storage and 1 12V DC Power Outlet
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
Connected Navigation Integrated Navigation System w/Voice Activation
SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation, Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Power Door Locks w/Autolock Feature
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance

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Data Version: 22909. Data Updated: Jul 10, 2024 6:44:00 PM PDT.



Vehicle: [Fleet] 2024 Ford F-150 (F1K) XL 2WD Reg Cab 6.5' Box (Complete)

Interior

- Seats w/Carpet Back Material
- Manual Adjustable Front Head Restraints
- Front Center Armrest
- Perimeter Alarm
- Securilock Anti-Theft Ignition (pats) Immobilizer
- 1 12V DC Power Outlet
- Air Filtration

Safety-Mechanical

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Reverse Sensing System Rear Parking Sensors
- BLIS (Blind Spot Information System) Blind Spot
- Pre-Collision Assist with Automatic Emergency Braking (AEB)
- Lane Keeping Alert Lane Keeping Assist
- Lane Keeping Alert Lane Departure Warning
- Collision Mitigation-Front
- Driver Monitoring-Alert
- Collision Mitigation-Rear
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Safety Canopy System Curtain 1st Row Airbags
- Airbag Occupancy Sensor
- Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
- Ford Co-Pilot360 - Reverse Camera Back-Up Camera

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Vehicle: [Fleet] 2024 Ford F-150 (F1K) XL 2WD Reg Cab 6.5' Box ( Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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SALES AGREEMENT

DATE Jul 09, 2024

Blanchard Machinery Co., 3151 Charleston Highway, Columbia, SC29202-7517 Phone: (803) 791-7100

PURCHASER CITY OF COLUMBIA			
STREET ADDRESS PO BOX 147		<SAME>	
CITY/STATE	COLUMBIA, SC	COUNTY	RICHLAND
POSTAL CODE	29217	PHONE NO.	803 545 3325
EQUIPMENT Gerald Showers			
PRODUCT SUPPORT Gerald Showers			
INDUSTRY CODE: LOCAL GOVERNMENT (PS93)		PRINCIPAL WORK CODE	
F.O.B. AT: Compact - Columbia			
CUSTOMER NUMBER 1615500	Sales Tax Exemption # (if applicable) N/A		CUSTOMER PO NUMBER
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE ☐	NET ON DELIVERY ☒	FINANCIAL SERVICES ☐ CSC ☐ LEASE	
CASH WITH ORDER \$0.00	BALANCE TO FINANCE 0.00	CONTRACT INTEREST RATE 0.00	
PAYMENT PERIOD	PAYMENT AMOUNT 0.00	NUMBER OF PAYMENTS 0	OPTIONAL BUY-OUT
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CAT		MODEL: 306 LAA	
STOCK NUMBER: C47109		YEAR: TBA	
SERIAL NUMBER: 06G611615			
306 07A CR MHE DCA4.1F	CONTROL, QC, 3 LINE	EOU HOUSE SWING COVER, 6T	
DRAIN, ECOLOGY	LINES, QC, LNG STK, 3 LINE	WIRING GP	
BELT, SEAT, 3" RETRACTABLE	INSTRUCTIONS, ANSI	COVER GP	
ALARM, TRAVEL	NO EXTRA COUNTERWEIGHT	PLUG GP	
CAT KEY, WITH PASSCODE OPTION	LINKAGE BUCKET W/ LIFTING EYE	INTEGRATED RADIO V2	
LIGHTS, LED	TRAVEL PEDALS	PRODUCT LINK, CELLULAR PL243	
CAMERA, REAR VIEW	SOFTWARE, PROPORTIONAL CONTROL	THUMB, HYD + COUPLER, PG, HYD, 5T	
306 07A CR MINI EXCAVATOR	SOFTWARE, STICK STEER CONTROL	PACKING, LAST MILE PROGRAM	
BOOM, SWING	SOFTWARE, 2 WAY CONTROL	BUCKET-HDC, 24", 6.4 FT3, 5T	
ENGINE, EPA TIER 4 FINAL	SOFTWARE, CODED START	BUCKET-HDC, 36", 10.6 FT3, 5T	
ELECTRICAL ARR, C2.4 HRC	MONITOR NEXT GEN, ADVANCED, CR	BUCKET-GRADING, 47", 9.2FT3, 5T	
INSTRUCTIONS, CANADA	HEATER, WATER JACKET		
TRACK, 16", TG W/RUBBER PAD	SEAT, MECH SUSP, FABRIC, CAB		
LINES, STICK	BLADE, ANGLE, BOCE		
LINES, BOOM	STICK, LONG, ANGLE BLADE		
TRADE-IN EQUIPMENT			
MODEL:	YEAR:	SN:	SELL PRICE \$112,227.00
PAYOUT TO:	AMOUNT:	PAID BY:	NET BALANCE DUE \$112,227.00
MODEL:	YEAR:	SN:	SC SALES TAX \$500.00
PAYOUT TO:	AMOUNT:	PAID BY:	AFTER TAX BALANCE \$112,727.00
MODEL:	YEAR:	SN:	
PAYOUT TO:	AMOUNT:	PAID BY:	
MODEL:	YEAR:	SN:	
PAYOUT TO:	AMOUNT:	PAID BY:	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			
☒ CATERPILLAR EQUIPMENT WARRANTY INITIAL 		☐ USED EQUIPMENT WARRANTY INITIAL 	
The customer acknowledges that he has received a copy of the Blanchard Machinery Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 24 Months/2000 Hours			
CSA: 			
NOTES: STATE CONTRACT # 4400031291			

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

BLANCHARD MACHINERY COMPANY

PURCHASER

ORDER RECEIVED BY

Hoffman, Erik

APPROVED AND ACCEPTED ON

REPRESENTATIVE

CITY OF COLUMBIA

PURCHASER

BY

SIGNATURE

TITLE

R229339

TERMS AND CONDITIONS

- 1. Binding Agreement.** By executing this Sales Agreement (the "Agreement"), Purchaser agrees to purchase from Blanchard Machinery the equipment and attachments described on the face hereof (collectively referred to herein as the "Equipment") pursuant to the terms and conditions specified in this Agreement.
- 2. Purchase of Equipment.** Blanchard Machinery Company ("Blanchard Machinery") shall have no obligation to fulfill timely orders for Equipment which are out-of-stock or otherwise unavailable, but Blanchard Machinery will promptly notify you of such unavailability or delay as soon as Blanchard Machinery becomes aware of it. Any terms and conditions contained in Purchaser's documents that are different or in addition to the terms and conditions herein, including but not limited to letters, purchase orders, or sales acknowledgements, are hereby rejected by Blanchard Machinery, are not a part of this Agreement, and shall be of no effect or binding upon Blanchard Machinery unless specifically agreed to in writing by an authorized officer of Blanchard Machinery. Failure by Blanchard Machinery specifically to object to provisions contained in such documents shall not in any way be deemed an alteration to or waiver of these terms and conditions.
- 3. Price and Other Expenses.** All prices set forth on the face of this Agreement are the purchase prices of the Equipment. Purchaser shall be responsible for all expenses relating to the Equipment purchased including but not limited to (a) any federal, state, local, foreign or provincial taxes or tariffs, now or hereafter enacted, applicable to the Equipment, as further set forth in Section 7, below; (b) standard shipping or other special transportation costs to the point of delivery specified by Purchaser; (c) all charges in the event payment from Purchaser is delinquent, including, without limitation, all costs and expenses, including attorneys' fees, of collecting any amount not paid when due hereunder; and (d) all other expenses, not included in the sale and delivery contemplated above, of whatever kind or nature, relating to special insurance requirements, the purchase, shipment, transportation, or delivery of Equipment.
- 4. Equipment Delivery.** Unless otherwise agreed, all shipments will be made by third-party carriers chosen by Blanchard Machinery or its designees, at costs, tariffs and other charges, and in accordance with terms and conditions established by Blanchard Machinery and its designees from time to time.
- 5. Risk of Loss.** The risk of loss associated with any Equipment and title passes to Purchaser upon delivery of the goods to the shipping point, FOB, subject to the reservation of a security interest to Blanchard Machinery in Section 6 of this Agreement. Blanchard Machinery shall have no liability of any kind or nature, whether for consequential or other damages for any reason whatsoever, relating to shipment of Equipment purchased by Purchaser, including but not limited to damage to the Equipment, taxes, duties, loss, theft or any illness of or personal injury to any person or property under any environmental, health or safety law.
- 6. Payment and Credit.** Purchaser shall pay for all Equipment in accordance with payment terms set forth on the face of this Agreement. Purchaser's right to purchase any Equipment is conditioned upon approval of Purchaser's credit and may be withdrawn or amended at any time by Blanchard Machinery in its sole discretion. Purchaser understands and agrees that the late fee is subject to adjustment by Blanchard Machinery. The late fee schedule is subject to change at discretion of Blanchard Machinery. The late fee schedule is as follows: \$5 fee for past due balances of \$350 to \$1,000; \$15 fee for \$1,001 to \$2,000; \$30 fee for \$2,001 to \$3,000; \$45 fee for \$3,001 to \$5,000; \$75 fee for \$5,001 to \$10,000; \$150 fee for \$10,001 to \$20,000; \$300 fee for \$20,001 to \$50,000; \$700 fee for \$50,001 to \$75,000; and \$1,100 fee for \$75,001 to \$100,000; \$1,500 fee for \$100,001 to \$200,000; \$3,000 fee for \$200,001 to \$300,000; \$4,500 fee for \$300,001 to \$500,000; \$7,500 fee for \$500,001 and above. In the event Purchaser is delinquent, Purchaser shall pay all costs of collection, including but not limited to reasonable attorneys' fees. Should Purchaser become delinquent in the payment of any sum due under this Agreement, all contractual or other obligations of Blanchard Machinery to Purchaser shall terminate without further notice to Purchaser. Blanchard Machinery retains, and Purchaser hereby grants Blanchard Machinery, a purchase money security interest in the Equipment, including all accessions to and replacements of them, to secure the payment of the purchase price of the Equipment, until Purchaser has made payment in full in accordance with the terms hereof, and Purchaser shall cooperate fully with Blanchard Machinery in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recordings thereof as Blanchard Machinery deems necessary for the perfection, protection and enforcement of such security interest.
- 7. Taxes and Other Charges.** Purchaser is responsible for the payment of all federal, state, local, foreign, or provincial taxes (now or hereafter enacted), fees, or charges which may be assessed or levied now or hereafter on or on account of materials sold hereunder to Purchaser. Published prices do not include such taxes, which may be added by Blanchard Machinery to the invoice where Blanchard Machinery has a legal obligation to collect them. When Purchaser claims that this transaction is not subject to any such tax, or that Purchaser is exempt, or that Blanchard Machinery is not required to collect such tax, Purchaser agrees to provide Blanchard Machinery with any documentation necessary to support such a claim and to allow Blanchard Machinery to document its decision not to collect tax(es).
- 8. Acceptance; Non-Conforming Equipment; Sole Remedy.** Purchaser agrees to accept all Equipment upon delivery to Purchaser where the Equipment is in material conformity with Blanchard Machinery's or the applicable manufacturer's published description or specifications of such Equipment. In any event, Equipment shall be deemed automatically, irrevocably and conclusively accepted without defects when Purchaser has had possession of the Equipment for five (5) days and has failed to notify Blanchard Machinery that the Equipment has been rejected and the reasons for such rejection. Purchaser's sole remedy hereunder for Blanchard Machinery's failure to deliver Equipment in material conformity with applicable published description or specifications of such Equipment shall be, at Blanchard Machinery's option, the replacement of such non-conforming Equipment with conforming Equipment, or refund of the applicable purchase price paid therefore.
- 9. Purchaser Representations and Covenants.** Purchaser shall be solely responsible for the use and disposition of the Equipment, including, without limitation, the obtaining of all permits, licenses or certificates required for the use thereof. Purchaser agrees to use the Equipment only in accordance with all laws, rules and regulations applicable thereto.
- 10. Indemnification.** Purchaser shall indemnify, defend, and hold Blanchard Machinery harmless from any and all liabilities, claims, demands, causes of action, or suits of whatever nature including, but not limited to, attorneys' fees and litigation expenses, arising from any: (a) breach by Purchaser of any representation or covenant made by Purchaser under this Agreement; (b) breach by Purchaser of any provision of this Agreement; (c) failure of Purchaser to comply with applicable environmental, health and safety laws; and (d) any use by Purchaser or third parties of the Equipment sold to Purchaser. Notwithstanding the foregoing, Purchaser shall not be liable to Blanchard Machinery for any portion of such liabilities that result from Blanchard Machinery's fraud, bad faith, or willful misconduct.
- 11. Equipment Warranties.** Some Equipment may come with limited warranties. Purchaser may obtain a copy of the applicable equipment warranty by contacting Blanchard Machinery. EXCEPT FOR THE FOREMENTIONED LIMITED WARRANTIES OF VARIOUS EQUIPMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLANCHARD MACHINERY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.
- 12. Limitations on Liability.** IN NO EVENT SHALL BLANCHARD MACHINERY BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL THE LIABILITY OF BLANCHARD MACHINERY EXCEED THE UNIT PRICE OF THE DEFECTIVE EQUIPMENT. ANY ACTION BY PURCHASER UNDER OR RELATING TO THIS AGREEMENT SHALL COMMENCE WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUED. BLANCHARD MACHINERY'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN AND OTHER PROVISIONS OF THIS AGREEMENT.
- 13. Force Majeure.** Blanchard Machinery shall not be responsible for any failure to perform the contract formed hereunder due to causes beyond its control, including, but not limited to, acts of God, pandemics, labor disputes or shortages, acts or omissions of buyer, government or judicial authorities, or military authorities, delays in transportation, or inability to obtain necessary materials or supplies, all whether foreseen or unforeseen.
- 14. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with this Agreement shall be finally settled by binding arbitration in Lexington County, South Carolina using the then current rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in Lexington County, South Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in Lexington County, South Carolina for such purpose.
- 15. Product Link.** In the event any portion of the Equipment is equipped with Product Link, Customer understands data concerning this Equipment, its condition, and its operation is being transmitted by Product Link to Caterpillar and/or its dealers to better serve Customer and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers.
- 16. Complete Agreement; Severability; Non-Waiver; No Third Party Beneficiaries.** This Agreement constitutes the entire understanding between Purchaser and Blanchard Machinery with respect to the purchase of Equipment, superseding all prior written and oral communications and understandings. If any provisions or portion of this Agreement is not given legal effect by a court of competent jurisdiction, such provisions or portions shall drop out of this Agreement and the remaining provisions and portions of this Agreement shall be construed and enforced. This Agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. Blanchard Machinery's failure to exercise any of its rights for any period shall not constitute or be deemed a waiver or forfeiture of such rights.

This Instrument shall not become effective or binding upon Lessor until executed by an authorized representative of Lessor.

Customer Initials: _____ Date: _____

Packet Pg. 99



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software document (the "RSP Document") The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID

CITY OF COLUMBIA

Company

Company (Print)

Company Representative (Print)

Signature

Jul 09, 2024

Date

Caterpillar: Confidential Green



SALES AGREEMENT

DATE Jul 09, 2024

Blanchard Machinery Co., 3151 Charleston Highway, Columbia, SC29202-7517 Phone: (803) 791-7100

PURCHASER CITY OF COLUMBIA			
STREET ADDRESS PO BOX 147		<SAME>	
CITY/STATE COLUMBIA, SC	COUNTY RICHLAND		
POSTAL CODE 29217	PHONE NO. 803 545 3325		
EQUIPMENT Gerald Showers			
PRODUCT SUPPORT Gerald Showers			
INDUSTRY CODE: LOCAL GOVERNMENT (PS93)		PRINCIPAL WORK CODE	
CUSTOMER NUMBER 1615500		Sales Tax Exemption # (if applicable) N/A	
		CUSTOMER PO NUMBER	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE ☐		NET ON DELIVERY ☒	
CASH WITH ORDER \$0.00		FINANCIAL SERVICES ☐ CSC ☐ LEASE	
BALANCE TO FINANCE 0.00		CONTRACT INTEREST RATE 0.00	
PAYMENT PERIOD		NUMBER OF PAYMENTS 0	
PAYMENT AMOUNT 0.00		OPTIONAL BUY-OUT	
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CAT		MODEL: 265 AH2	
STOCK NUMBER: C47123		YEAR: TBA	
SERIAL NUMBER: TBA			
265 CTL DCA6B		DOOR, CAB, POLYCARBONATE	
265 05A COMPACT TRACK LOADER		HEATER, ENGINE COOLANT, 120V	
CAB PACKAGE, ULTRA		CERTIFICATION ARR, P65	
HYDRAULICS, PERFORMANCE, (HP3)		GUARDING / SEALING PKG, (HD1)	
IDLER WHEELS, TRIPLE FLANGE		TRACK, RUBBER, 450MM (17.7IN) BLCK	
WORKLIGHTS, LED, FRONT/REAR/SIDE		FUEL, ELECTRIC PRIMING	
COMFORT PKG, ENCLOSED CAB, HVAC		PRODUCT LINK, CELLULAR PLE643	
SEAT, AIR SUSPENSION, HEAT/VENT		INSTRUCTIONS, ANSI, USA	
PACKAGE, TECHNOLOGY (T5)		INTEGRATED RADIO	
FAN, COOLING, DEMAND		CARRIAGE, PAL C2, 46", SSL -- \$1,031	
COUPLER, HYDRAULIC, SELF LEVEL		FORK, PAL C2, 48" X 4" X 1.6"	
HOSE GUIDE, ATTACHMENT		COLD PLANNER, PC306 -- \$22,371	
RIDE CONTROL, NONE		BUCKET-MP, 80", BOCE -- \$4,801	
REAR LIGHTS			
SEAT BELT, 2"			
TRADE-IN EQUIPMENT			
MODEL: _____	YEAR: _____	SN: _____	SELL PRICE \$122,115.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	NET BALANCE DUE \$122,115.00
MODEL: _____	YEAR: _____	SN: _____	SC SALES TAX \$500.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	AFTER TAX BALANCE \$122,615.00
MODEL: _____	YEAR: _____	SN: _____	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	
MODEL: _____	YEAR: _____	SN: _____	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			
☒ CATERPILLAR EQUIPMENT WARRANTY INITIAL _____		☐ USED EQUIPMENT WARRANTY INITIAL _____	
The customer acknowledges that he has received a copy of the Blanchard Machinery Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 24 Months/2000 Hours		All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable:	
CSA:			
NOTES: STATE CONTRACT # 4400031291			

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

BLANCHARD MACHINERY COMPANY

PURCHASER

ORDER RECEIVED BY

Hoffman, Erik

APPROVED AND ACCEPTED ON

REPRESENTATIVE

CITY OF COLUMBIA

PURCHASER

BY

SIGNATURE

TITLE

R229346

TERMS AND CONDITIONS

- 1. Binding Agreement.** By executing this Sales Agreement (the "Agreement"), Purchaser agrees to purchase from Blanchard Machinery the equipment and attachments described on the face hereof (collectively referred to herein as the "Equipment") pursuant to the terms and conditions specified in this Agreement.
- 2. Purchase of Equipment.** Blanchard Machinery Company ("Blanchard Machinery") shall have no obligation to fulfill timely orders for Equipment which are out-of-stock or otherwise unavailable, but Blanchard Machinery will promptly notify you of such unavailability or delay as soon as Blanchard Machinery becomes aware of it. Any terms and conditions contained in Purchaser's documents that are different or in addition to the terms and conditions herein, including but not limited to letters, purchase orders, or sales acknowledgements, are hereby rejected by Blanchard Machinery, are not a part of this Agreement, and shall be of no effect or binding upon Blanchard Machinery unless specifically agreed to in writing by an authorized officer of Blanchard Machinery. Failure by Blanchard Machinery specifically to object to provisions contained in such documents shall not in any way be deemed an alteration to or waiver of these terms and conditions.
- 3. Price and Other Expenses.** All prices set forth on the face of this Agreement are the purchase prices of the Equipment. Purchaser shall be responsible for all expenses relating to the Equipment purchased including but not limited to (a) any federal, state, local, foreign or provincial taxes or tariffs, now or hereafter enacted, applicable to the Equipment, as further set forth in Section 7, below; (b) standard shipping or other special transportation costs to the point of delivery specified by Purchaser; (c) all charges in the event payment from Purchaser is delinquent, including, without limitation, all costs and expenses, including attorneys' fees, of collecting any amount not paid when due hereunder; and (d) all other expenses, not included in the sale and delivery contemplated above, of whatever kind or nature, relating to special insurance requirements, the purchase, shipment, transportation, or delivery of Equipment.
- 4. Equipment Delivery.** Unless otherwise agreed, all shipments will be made by third-party carriers chosen by Blanchard Machinery or its designees, at costs, tariffs and other charges, and in accordance with terms and conditions established by Blanchard Machinery and its designees from time to time.
- 5. Risk of Loss.** The risk of loss associated with any Equipment and title passes to Purchaser upon delivery of the goods to the shipping point, FOB, subject to the reservation of a security interest to Blanchard Machinery in Section 6 of this Agreement. Blanchard Machinery shall have no liability of any kind or nature, whether for consequential or other damages for any reason whatsoever, relating to shipment of Equipment purchased by Purchaser, including but not limited to damage to the Equipment, taxes, duties, loss, theft or any illness of or personal injury to any person or property under any environmental, health or safety law.
- 6. Payment and Credit.** Purchaser shall pay for all Equipment in accordance with payment terms set forth on the face of this Agreement. Purchaser's right to purchase any Equipment is conditioned upon approval of Purchaser's credit and may be withdrawn or amended at any time by Blanchard Machinery in its sole discretion. Purchaser understands and agrees that the late fee is subject to adjustment by Blanchard Machinery. The late fee schedule is subject to change at discretion of Blanchard Machinery. The late fee schedule is as follows: \$5 fee for past due balances of \$350 to \$1,000; \$15 fee for \$1,001 to \$2,000; \$30 fee for \$2,001 to \$3,000; \$45 fee for \$3,001 to \$5,000; \$75 fee for \$5,001 to \$10,000; \$150 fee for \$10,001 to \$20,000; \$300 fee for \$20,001 to \$50,000; \$700 fee for \$50,001 to \$75,000; and \$1,100 fee for \$75,001 to \$100,000; \$1,500 fee for \$100,001 to \$200,000; \$3,000 fee for \$200,001 to \$300,000; \$4,500 fee for \$300,001 to \$500,000; \$7,500 fee for \$500,001 and above. In the event Purchaser is delinquent, Purchaser shall pay all costs of collection, including but not limited to reasonable attorneys' fees. Should Purchaser become delinquent in the payment of any sum due under this Agreement, all contractual or other obligations of Blanchard Machinery to Purchaser shall terminate without further notice to Purchaser. Blanchard Machinery retains, and Purchaser hereby grants Blanchard Machinery, a purchase money security interest in the Equipment, including all accessions to and replacements of them, to secure the payment of the purchase price of the Equipment, until Purchaser has made payment in full in accordance with the terms hereof, and Purchaser shall cooperate fully with Blanchard Machinery in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recordings thereof as Blanchard Machinery deems necessary for the perfection, protection and enforcement of such security interest.
- 7. Taxes and Other Charges.** Purchaser is responsible for the payment of all federal, state, local, foreign, or provincial taxes (now or hereafter enacted), fees, or charges which may be assessed or levied now or hereafter on or on account of materials sold hereunder to Purchaser. Published prices do not include such taxes, which may be added by Blanchard Machinery to the invoice where Blanchard Machinery has a legal obligation to collect them. When Purchaser claims that this transaction is not subject to any such tax, or that Purchaser is exempt, or that Blanchard Machinery is not required to collect such tax, Purchaser agrees to provide Blanchard Machinery with any documentation necessary to support such a claim and to allow Blanchard Machinery to document its decision not to collect tax(es).
- 8. Acceptance; Non-Conforming Equipment; Sole Remedy.** Purchaser agrees to accept all Equipment upon delivery to Purchaser where the Equipment is in material conformity with Blanchard Machinery's or the applicable manufacturer's published description or specifications of such Equipment. In any event, Equipment shall be deemed automatically, irrevocably and conclusively accepted without defects when Purchaser has had possession of the Equipment for five (5) days and has failed to notify Blanchard Machinery that the Equipment has been rejected and the reasons for such rejection. Purchaser's sole remedy hereunder for Blanchard Machinery's failure to deliver Equipment in material conformity with applicable published description or specifications of such Equipment shall be, at Blanchard Machinery's option, the replacement of such non-conforming Equipment with conforming Equipment, or refund of the applicable purchase price paid therefore.
- 9. Purchaser Representations and Covenants.** Purchaser shall be solely responsible for the use and disposition of the Equipment, including, without limitation, the obtaining of all permits, licenses or certificates required for the use thereof. Purchaser agrees to use the Equipment only in accordance with all laws, rules and regulations applicable thereto.
- 10. Indemnification.** Purchaser shall indemnify, defend, and hold Blanchard Machinery harmless from any and all liabilities, claims, demands, causes of action, or suits of whatever nature including, but not limited to, attorneys' fees and litigation expenses, arising from any: (a) breach by Purchaser of any representation or covenant made by Purchaser under this Agreement; (b) breach by Purchaser of any provision of this Agreement; (c) failure of Purchaser to comply with applicable environmental, health and safety laws; and (d) any use by Purchaser or third parties of the Equipment sold to Purchaser. Notwithstanding the foregoing, Purchaser shall not be liable to Blanchard Machinery for any portion of such liabilities that result from Blanchard Machinery's fraud, bad faith, or willful misconduct.
- 11. Equipment Warranties.** Some Equipment may come with limited warranties. Purchaser may obtain a copy of the applicable equipment warranty by contacting Blanchard Machinery. EXCEPT FOR THE FOREMENTIONED LIMITED WARRANTIES OF VARIOUS EQUIPMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLANCHARD MACHINERY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.
- 12. Limitations on Liability.** IN NO EVENT SHALL BLANCHARD MACHINERY BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL THE LIABILITY OF BLANCHARD MACHINERY EXCEED THE UNIT PRICE OF THE DEFECTIVE EQUIPMENT. ANY ACTION BY PURCHASER UNDER OR RELATING TO THIS AGREEMENT SHALL COMMENCE WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUED. BLANCHARD MACHINERY'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN AND OTHER PROVISIONS OF THIS AGREEMENT.
- 13. Force Majeure.** Blanchard Machinery shall not be responsible for any failure to perform the contract formed hereunder due to causes beyond its control, including, but not limited to, acts of God, pandemics, labor disputes or shortages, acts or omissions of buyer, government or judicial authorities, or military authorities, delays in transportation, or inability to obtain necessary materials or supplies, all whether foreseen or unforeseen.
- 14. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with this Agreement shall be finally settled by binding arbitration in Lexington County, South Carolina using the then current rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in Lexington County, South Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in Lexington County, South Carolina for such purpose.
- 15. Product Link.** In the event any portion of the Equipment is equipped with Product Link, Customer understands data concerning this Equipment, its condition, and its operation is being transmitted by Product Link to Caterpillar and/or its dealers to better serve Customer and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers.
- 16. Complete Agreement; Severability; Non-Waiver; No Third Party Beneficiaries.** This Agreement constitutes the entire understanding between Purchaser and Blanchard Machinery with respect to the purchase of Equipment, superseding all prior written and oral communications and understandings. If any provisions or portion of this Agreement is not given legal effect by a court of competent jurisdiction, such provisions or portions shall drop out of this Agreement and the remaining provisions and portions of this Agreement shall be construed and enforced. This Agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. Blanchard Machinery's failure to exercise any of its rights for any period shall not constitute or be deemed a waiver or forfeiture of such rights.

This instrument shall not become effective or binding upon Lessor until executed by an authorized representative of Lessor.

Customer Initials: _____ Date: _____

Packet Pg. 102



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software document (the "RSP Document") The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

CITY OF COLUMBIA

Company

Company (Print)

Company Representative (Print)

Signature

Jul 09, 2024

Date

FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID

Caterpillar: Confidential Green



MEETING DATE: August 20, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Purchase of a Pump Station Discharge Valve and Actuator for the Metro Wastewater Treatment Plant, as requested by Columbia Water on August 6, 2024. Award to Heyward Charlotte, Inc., in the amount of \$51,079.50. This vendor is located in Chicago, IL.

REQUISITION NO.: P199675

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Plant - Machinery and Equipment-Capital (5516208-658300). The original budget amount is \$51,079.50.

ATTACHMENTS:

- **#a:** PO MOD-P199675 (PDF)
- **#b:** Heyward Charlotte Memo (PDF)



We Are Columbia

CITY OF COLUMBIA

Department of Procurement & Contracts
1800 Main St., 2nd Floor
Columbia, SC 29201 (803) 545-3470

****For Internal Use Only****
**Purchase Order Modification /
Change Order / Amendment Form**

Solicitation #: _____ CMM Contract #: _____

Purpose - Check All That Apply

- ☒ PO Change ☐ Emergency Procurement
☐ *Construction Change Order ☐ Sole Source Procurement
*See Attached Construction CO for Signatures
☒ Contract Amendment

Routing Date: 08 / 7 / 2024

PROJECT DESCRIPTION: PO Increase

Identify Funding Source (Please check all that apply):

- ☒ City of Columbia ☐ State of SC ☐ Federal ☐ Other

If other funding source, please specify: _____

DEPARTMENT NAME AND REQUESTOR: Utilities- Metro WWTP; Nancy M. Gonzalez

CONTRACTOR'S NAME: Heyward-Charlotte Inc.

PURCHASE ORDER NUMBER: P199675 PO CHANGE ORDER # 2

TYPE OF CHANGE (check all applicable boxes):

- ☒ Funding Increase (+) or (-) Decrease - Amount: \$ 51,079.50
☐ Project Contingency Funds Utilized - Amount: \$ _____
☐ Time Extension to Contract - Extension Date: _____
☐ Revised Scope of Work to Contract (Attach Revised Scope)
☐ Administrative Change: _____
☐ Other Change: _____
- ☐ Subcontractors & OBO Notified (if subcontractors and/or OBO goals apply to the project)
 Date OBO Notified: _____

Brief Explanation/Justification: PO Increase for the additional cost of a valve ordered previously in FY 22, that was not expected. Please add \$51,079.50 to line 1, no taxes.

Current PO Amount: \$ 190,000.00 Requested Amount: \$ 51,079.50 Revised PO Amount: \$ 241,079.50

Accounting Information on Original PO: ORG 5516208 OBJ 658300 (Required)

Funding/Account Info for Change Order: ORG 5516208 OBJ 658300 (Required)

List any special instructions if transfers are needed from another account for this Change Order (Include ORG/OBJ codes):

Note: The appropriate Account Verifiers for each Department must review all change orders prior to routing for approvals.**Division/Department (\$0.00 - \$5,000.00):**

Recommended for Approval: [Signature] (WWT Ops Mgr.)
 (Signature & Title)

8/7/2024
(Date)**Assistant City Manager (ACM) Approval (\$5,000.01 - \$25,000.00; Sign All Contract Amendments):**

Recommended for Approval: [Signature] (ACM)
 (Signature)

8/8/2024

(Date)

****Route this form to the Procurements & Contracts Department**

Director of Procurement & Contracts Approval: City Manager Approval Needed Yes or No

Recommend for Approval: _____
 (Signature)

(Date)

City Manager Approval:

Recommend for Approval: _____
 (Signature)

(Date)

All PO Mod Form increases \$50,000.00 or greater must be approved by City Council. Date approved by City Council: _____

A copy of the final City Council minutes must be maintained with the purchasing file.

See code of ordinance: Sec. 2-207. - Award of contracts. (a) The city manager may reject or approve bids and purchase agreements and award contracts in accordance with established procurement regulations, provided that contracts in excess of up to and including \$50,000.00 shall be approved by the city council prior to award.



Department of Utility Operations
Metro Wastewater Treatment Plant
1200 Simmon Tree Lane | Columbia, SC 29201 | (803) 545-0183

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

From: Nancy M. Gonzalez, Administrative Specialist

CC: Andrea Green, Administrative Manager

Date: August 6, 2024

Subject: Recommendation for Approval
Change Order #2

This memo is to request that invoice #27486 for Heyward-Charlotte Inc., (V003458), be paid for a Replacement of the #4 Discharge Valve from this past fiscal year FY 2023-2024. The total amount of the invoice is \$67,932.00; with a PO Mod being needed for \$51,079.50 for purchase order number P199675.

If you require further information or more detailed accounts of the issues, please let me know.



MEETING DATE: August 20, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for Project SS7648; Capacity Assurance Program Hydraulic Modeling Professional Services, as requested by Columbia Water on July 19, 2024. Award to Hazen and Sawyer in an amount not to exceed \$250,000.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date one year from commencement and the option to renew for two (2) additional one-year periods. This firm is located in Columbia, SC.

REQUISITION NO.: R228363

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering Wastewater Systems Improvement - Special Contracts Water/Sewer and Stormwater (5516221-638305). The original budget is \$250,000.00.

CLEAN WATER 2020?: Yes

There were eight (8) responses to solicitation RFQu001-20-21-NMJ Project Management and Capacity Assurance Program Professional Services.

ATTACHMENTS:

- **#a:** ID9519.SS7648 - CAP HydraulicModelingProfessionalServices.ContractwithExhibits- (PDF)
- **#b:** Exhibit E - ProjectLocation Map SS7648 CAP (PDF)



CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method RFQu001-20-21-NMJ CAP Hydraulic Model Professional Service.

- 1. 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 Hazen & Sawyer, (hereinafter referred to as the “Consultant”), to provide Capacity Assurance Program (CAP) professional sewer collection system hydraulic modeling support related to the oversight and operation of the Capacity Assurance Program and Hydraulic Modeling Support that is required by the Consent Decree.

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 Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A. The Project Location Map is attached hereto as Exhibit E.

- 3. SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

- 4. TERM OF CONTRACT** – The term of the Contract 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 one (1) year, with the option to renew or continue with work for two (2) additional one-year periods at the mutual pleasure of both parties.

The decision whether to extend the Contract, upon written request, shall be at 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 Consultant shall complete any and all services performed under this Contract 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 Consultant under this Contract shall not exceed Two Hundred and Fifty Thousand Dollars and No/100 (\$250,000.00).

Hazen and Sawyer
SS7648 - CAP Hydraulic Modeling Professional Services

- B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
- C. Invoicing Procedure
Failure of the Consultant to follow these invoice requirements will result in the delay of payment of the invoice.
- D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit)
1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
 2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the 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 Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
 5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
 6. Failure to comply with these prompt payment requirements is a breach of this Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 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 Consultant or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

The Consultant must comply with the affirmative action terms and conditions as outlined herein. The Consultant, shall in the performance of the Contract, 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 Contract, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

The Consultant 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 Contract, including any extensions thereof.

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) **Non-applicable** – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is xx.xx%.

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Contract with the Protégé to which

the City is not a party.

8. INDEMNIFICATION & INSURANCE

- A. The Consultant shall procure and shall maintain during the life of this Contract, 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 Contract, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Contract.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Contract, Workers Compensation Insurance for all employees to be engaged in work on the project under this Contract, and in case any work is subcontracted, the Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultants Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Contract.

General Liability: The Consultant shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000) dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

Professional Liability: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per 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 Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil

and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Contract. 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 Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Contract. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Contract. 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 Consultants 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/Contracts. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.
- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Consultant shall procure a City of Columbia business license while performing services under this Contract.

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

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

The Consultant is expected to make Consultant's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other

entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Contract.

12. **TERMINATION OF CONTRACT** – The City may terminate this Contract 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 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 Consultant fails to perform any of the services required in this Contract 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 Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;
 - E. Upon expiration of the term of this Contract; and
 - F. By mutual Contract.
Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Contract. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.
13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Contract shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Contract.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Contract shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Contract.
15. **NOTICE** - All notices and communications in connection with this Contract will be addressed to the following:

Hazen and Sawyer
SS7648 - CAP Hydraulic Modeling Professional Services

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
Email: procurement@columbiasc.gov

Hazen and Sawyer

Name: William H. Orne
Title: Senior Associate
Address: 1122 Lady Street, Suite 1230
Columbia, SC 29201
Phone: (803)-779-0001
Email: borne@hazenandsawyer.com

16. CONSENT DECREE - Non-Applicable

- A. The services performed by the Consultant pursuant to this Contract are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Contract in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Contract ("Preserved Documents"). Upon the Consultant's performance of all services required under this Contract, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Contract.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent

Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Contract.

- E. The Consultant shall perform the services pursuant to this Contract using sound Consultant practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Contract. The Consultant does not act as the City's agent or employee.
- C. The Consultant will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Contract, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Contract, if any, shall not be construed against the City.
- E. This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Contract and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- F. This Contract represents the entire Contract between the City and the Consultant and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial

Hazen and Sawyer
SS7648 - CAP Hydraulic Modeling Professional Services

- payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
 - I. This Contract is subject to City Council approval.
 - J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
 - K. In carrying out the service, the Consultant 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 Consultant 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 Consultant's operations, including, but not limited to the Consultant'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 Consultant 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 Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
 - L. This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.

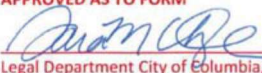
Hazen and Sawyer
SS7648 - CAP Hydraulic Modeling Professional Services

- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Contract are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract 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

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 7/24/2024

HAZEN AND SAWYER

_____	_____	_____
Print: Name/Title	Signature	Date
 (Corporate Seal)		
Attest		
_____	_____	_____
Signature		Date

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation and Hourly Rates

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

Exhibit E – Project Location Map (SS7648 - Wastewater System Hydraulic Model)

EXHIBIT A
SCOPE OF SERVICES
City of Columbia
CIP# SS7648
CAP Hydraulic Modeling Professional Services

Project Description

Services provided by Hazen and Sawyer (Consultant) to the City of Columbia (City) under Project SS7648 – Capacity Assurance Program (CAP) Hydraulic Modeling Professional Services will provide CAP professional sewer collection system hydraulic modeling support to assist City staff related to the oversight and operation of the Capacity Assurance Program and Hydraulic Modeling Support that is required by the Consent Decree.

Hazen and Sawyer services under this project will be engaged on an as-needed basis on a Task Order basis. The Consultant shall provide timely input on all requests for professional engineering assistance.

In general, the Consultant shall coordinate with the City and the City's Clean Water 2020 (CW2020) Program Manager on all aspects of the CAP including, but not limited to:

Periodic Review of CAP Requests

Periodic CAP request review services will be provided on an as needed basis. These services include the following tasks:

- ☐ Follow standard processes developed by the City and CW2020 for the CAP.
- ☐ Provide assistance to the CAP Manager or designee to perform discrete area computer model simulations (or hydraulic analyses) to support the evaluation of individual CAP and PreCAP Requests.
- ☐ Perform detailed capacity analyses (as requested) on gravity sewer, pump stations and force main systems utilizing the City's Hydraulic Model and complete the analyses based on the CAP Analysis and Documentation requirements in the CAP. This may include extending the existing Hydraulic Model to simulate discrete CAP/Pre-CAP requests.
- ☐ Present completed CAP analyses to the City for review and approval. Prepare written or oral reports and technical memos as needed to document and support the system analysis performed.
- ☐ Coordinate and meet with CAP Manager to discuss the results of the analyses and discuss further input as required.
- ☐ Work with the City's CAP Manager to identify system improvements that could resolve capacity constraints for approval of CAP Requests. Assist the City's CAP Manager in conveying these solutions to the CAP Requester and documenting the conditions for any subsequent and contingent approvals.
- ☐ Work with City's GIS personnel to update the Hydraulic Model and CAP tool as necessary to complete the model analyses for the CAP Requests.

Periodic Hydraulic Modeling Support

Periodic CAP request review services will be provided on an as needed basis. These services include the following tasks:

- ☐ As needed and requested by the City, identify, investigate, analyze, and develop discrete area solutions to complex problems that involve the City's wastewater system and its ability to provide wastewater collection, conveyance, and treatment services. This may also include analysis of current operational procedures and adjustments to those existing procedures to increase system optimization and efficiency. This may also include assistance to create new SOPs as needed.
- ☐ Updated the sewer system hydraulic model as need including discrete area recalibration; addition of updated improved sewer infrastructure; and incorporating selected minor collection system facilities as directed.

Capacity Assurance Program Management and Support

Capacity Assurance Program Management Support will be provided on an as needed basis. These services include the following tasks:

- ☐ Work with CAP Manager, as requested, to identify, investigate, and analyze Capacity Assurance Program problems, gaps, or areas needing improvement, including recommending and implementing solutions as directed to maintain compliance with Consent Decree requirements. This may include review of CAP SOP, CAP Tool, EPA CAP document, and the CAP Tool User's Manual to incorporate changes as they are made or needed to incorporate tools and other processes as they become available. This may also include assistance to create new SOPs as needed.
- ☐ Assist other related services to assist City engineering staff when requested.

CAP Tool Development and Deployment

CAP Tool Development and Deployment will be provided on an as needed basis. These services include the following tasks:

Assist the CAP Manager in the periodic or annual update of the CAP Tool and Hydraulic Model to incorporate new system conditions identified via the ongoing Sewer Mapping Program, Pump Station Capacity reviews, Capacity Enhancing Projects, discrete field investigations performed for CAP Requests, or other data obtained during SSES and system improvement projects.

- ☐ Assist the CAP Manager in the periodic or annual update of In-Lieu of Certification, SSOs, storage credits and I/I credits database in the CAP Tool, as requested.
- ☐ Assist the CAP Manager in any CAP Tool modifications or integration needs with the City hosted website and/or coordination requirements with the City's IT department.
- ☐ Extend the Hydraulic Model and modify the CAP Tool, as necessary, to simulate specific discrete areas of the Minor WTC5 if requested by the City including all assistance and support services to develop flow monitoring programs, perform Hydraulic Model calibration, and complete CAP Tool revisions to increase the robust simulation of the WCTS.

Compensation for services provided under this Scope of Services will be on an hourly basis in accordance with the Consultant's current Hourly Rate Schedule identified in Exhibit C. Project management services will be billed on an hourly rate basis to facilitate project administration tasks.

Consultant engagement under this project will be by consulting services Task Order. Each Task Order scope, budget, and schedule will be prepared and approved by City staff before the Consultant begins the work.

EXHIBIT B**SCHEDULE FOR COMPLETION OF SERVICES****City of Columbia****CIP# SS7648****CAP Hydraulic Modeling Professional Services**

The services described under Exhibit A – Scope of Services will be provided within the mutually agreeable schedule established for each Task Order from Notice-To-Proceed through June 30, 2025 (depending on funding approval for each fiscal year). It is anticipated that services under Exhibit A, upon mutual agreement, may be authorized by the City for up to two additional one-year periods in accordance with RFQ 001-20-21-NMJ.

Upon authorization by the City and mutual agreement by Hazen and Sawyer, it is currently anticipated that the total Contract schedule may be extended through the dates listed below:

Task	Start Date	End Date
NTP for CAP Professional Support Services for FY24 – FY25	NTP	June 30, 2025
<u>Potential Contract Extensions</u> NTP for CAP Professional Support Services for FY25-26	NTP	June 30, 2026
NTP for CAP Professional Support Services for FY26-27	NTP	June 30, 2027

EXHIBIT C**COMPENSATION****City of Columbia****CIP# SS7648****CAP Hydraulic Modeling Professional Services**

The work to be performed under this Contract, based on the list of potential services in Exhibit A, will be completed on a Task Order basis, whereby a separate Task Order will be prepared by the Consultant for each assignment with a scope of work, upper limit cost, and a schedule that will be approved by the City.

The Total Cost of the individual Task Orders shall not exceed the Contract Value. The Consultant shall be compensated for actual work performed on an Hourly Billing Rate schedule provided in Exhibit C, Page 2 of 2.

Table 1 - Cost Breakdown by Fiscal Year		
Task	Not-To-Exceed Amount	Funding Year (FY)
CAP Professional Hydraulic Modeling Services	\$250,000.00	24/25
Total Contract Value	\$250,000.00	24/25

The Consultant will provide hourly services upon issuance of the Notice-To-Proceed for the period of funding, typically a fiscal year. This Contract has an initial expiration date of June 30, 2025 but can be extended by mutual agreement for two additional one year periods up to June 30, 2027.

Payment for fees will be paid monthly based on actual labor time and the hourly billing rates accordance with Exhibit C, Page 2 of 2. The hourly rates provided shall include all expenses.

All invoices for this Contract shall provide line items for the following breakout of services:

1. Invoiced Labor (by hour by staff and Task Order) - \$XXX,XXX.00 (XX hours x \$XXX/hr.)
2. The invoice shall also reference the total contact authorized amount, City purchase order number, date of services, detailed description of services provided during billing period, and amount remaining on each Task Order and the total contract value.

When services performed under this contract approach the not-to-exceed budget limit, the Consultant will notify the City in writing. Additional work will not be performed beyond the authorized budget limit without prior authorization and a corresponding budget increase.

EXHIBIT C**COMPENSATION****HOURLY BILLING RATES
FY24/25 Hazen and Sawyer****City of Columbia
CIP# SS7648
CAP Hydraulic Modeling Professional Services**

The project work shall be performed on an individual Task Order basis and will be billed based on the following Table 1 - Hourly Billing Rates. Task billing shall not exceed each approved individual Task Order Budget.

Hazen and Sawyer shall be allowed to adjust employee hourly rates on an annual basis starting in July 2025. Adjustments shall not exceed 5% per year. Approval of adjusted hourly rates by the City does not affect the total project cost ceiling for compensation under this Contract.

Table 1: FY24/25 Hourly Billing Rates

Employee Classification	Billing Rates (\$/hr)
Vice President	\$310.00
Associate Vice President	\$290.00
Senior Associate	\$270.00
Associate	\$230.00
Senior Principal Engineer	\$195.00
Principal Engineer	\$175.00
Engineer	\$160.00
Assistant Engineer	\$140.00
Senior Principal Designer	\$185.00
Principal Designer	\$165.00
Designer, GIS Technician	\$130.00
Administrative	\$90.00
Technicians	\$55.00

EXHIBIT D**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 W-9 or SAM.gov)/Unique Entity ID & CAGE # (Required)	City of Columbia Vendor No. (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)
				%		
				%		
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code**AF** – Asian American Female**AM** – Asian American Male**BF** – African American Female**BM** – African American Male**FB** – Non-Minority Female Owned**HF** – Hispanic American Female**HM** – Hispanic American Male**NF** – Native American Female**NM** – Native American Male

Combined Total Sub Amount \$ _____

Total Contract Amount: \$ _____

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

Business Name: _____

Representative Name/Title: _____

Date: _____

EXHIBIT D**BUSINESS INFORMATION FOR SUBCONSULTANTS/SUBCONTRACTORS- CONTINUED****List information for each Subcontractor or Subconsultant below.**

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

Company Name_____
Physical Address_____
Mailing Address_____
City/State Zip Code + 4(____) _____
Phone number(____) _____
Fax number_____
Primary Contact Name_____
Secondary Contact Name_____
Primary Contact Email Address_____
Secondary Contact Email Address_____
Federal ID #_____
Vendor #

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

Company Name_____
Physical Address_____
Mailing Address_____
City/State Zip Code + 4(____) _____
Phone number(____) _____
Fax number

EXHIBIT D**BUSINESS INFORMATION FOR SUBCONSULTANTS/SUBCONTRACTORS- CONTINUED****List information for each Subcontractor or Subconsultant below.**_____
Primary Contact Name_____
Secondary Contact Name_____
Primary Contact Email Address_____
Secondary Contact Email Address_____
Federal ID #_____
Vendor #

3) Subcontractor Company information (Primary/Main office location)

Company Name_____
Physical Address_____
Mailing Address_____
City/State Zip Code + 4(____) _____
Phone number(____) _____
Fax number_____
Primary Contact Name_____
Secondary Contact Name_____
Primary Contact Email Address_____
Secondary Contact Email Address_____
Federal ID #_____
Vendor #



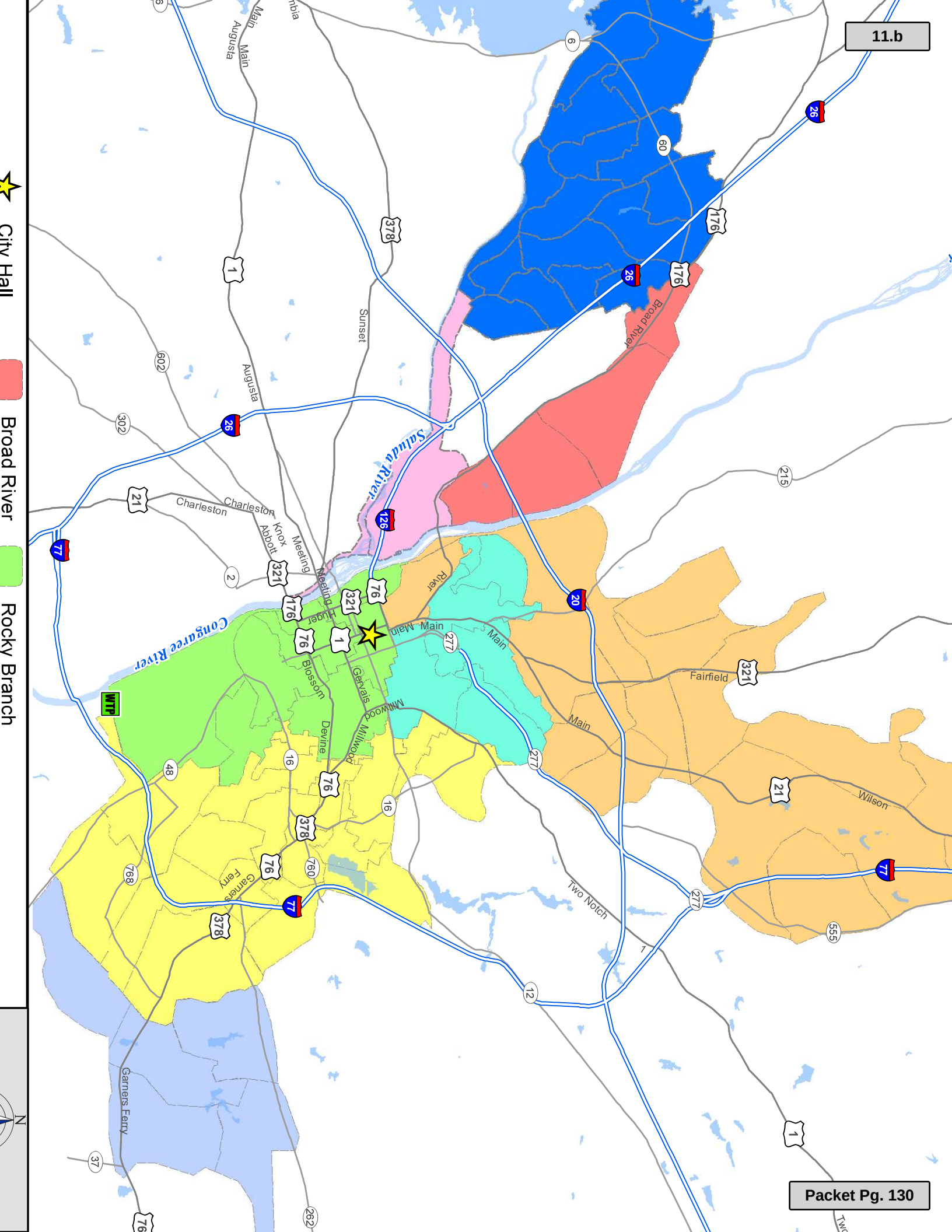
City Hall



Broad River



Rocky Branch





MEETING DATE: August 20, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Contract Amendment #4 for Project SS7591; Project Management and Capacity Assurance Program Professional Services, as requested by Columbia Water on August 6, 2024. Award to Carper Civil Consulting, LLC, in an amount not to exceed \$368,676.00. The current term of the contract ends on September 30, 2024 and this amendment extends the contract to June 30, 2025. This firm is located in Columbia, SC.

REQUISITION NO.: R228367

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering Wastewater System Improvements – Special Contracts Water/Sewer, Stormwater (5516221-638305). The current budget amount is \$594,672.00. The budget amount for this amendment is \$368,676.00. The total revised budget amount is \$963,301.00.

Contract Amendment #4 is requested to provide funding for additional project management and consultant personnel oversight services to the City of Columbia, including managing project scope, schedule, and budget for various selected capital improvement and operation and maintenance related projects.

ATTACHMENTS:

- **#a:** Professional Services CA4 MT Memo SS7591 PM Services (PDF)
- **#b:** SS7591 CA#4 Carper Civil -Signed (PDF)



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 20, 2024

Subject: Recommendation for Approval
Amendment No. 4 – Carper Civil Consulting, LLC
SS7591 – Project Management Professional Services

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Contract Amendment No. 3 with Carper Civil Consulting, LLC to provide funding for project management and consultant oversight services to the City of Columbia. The amount of Contract Amendment No. 4 is \$368,676.00.

The purpose of this project is to provide project management and consultant oversight services to the City of Columbia including managing project scope, schedule and budget for various selected capital improvement and operation and maintenance related projects. The project is renewed per fiscal year in accordance with the terms of the original agreement.

This Project is not a Clean Water 2020 project.

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

Contract Amendment #4

SS7591 Project Management Professional Services

Carper Civil Consulting, LLC

RFQu001-20-21

August 6, 2024

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Carper Civil Consulting, LLC (Consultant) executed July 26, 2021 (Agreement) to extend the Agreement from October 1, 2024 to June 30, 2025 for project management services through FY24/25.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term August 3, 2021 to August 2, 2024; Awarded Contract Value is \$388,752.00; Amount Issued \$192,192.00 for Fiscal Year 2021/2022; Purchase Order# P190074):	\$192,192.00
Contract Amendment #1 (Funding Increase/Addition; Remaining Contract Value of \$196,560.00 for Fiscal Year 2022/2023; Purchase Order# P198336):	\$196,560.00
Contract Amendment #2 (Funding Increase/Addition; for Fiscal Year 2023/2024; Purchase Order# P201337):	\$205,920.00
Contract Amendment #3 (Time Extension from August 3, 2024 - September 30, 2024; Purchase Order# P201337):	\$00.00
Current Contract Total:	\$594,672.00
This Contract Amendment #4 (Funding Increase; Time Extension from October 1, 2024 - June 30, 2025; Requisition# R228367):	\$368,676.00
Revised Contract Amount:	\$963,348.00

This Change is Acceptable:**Name of Firm**

Carper Civil Consulting, LLC

Lauren Carper

Print Name

Lauren Carper

Signature

8/9/2024

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager_____
Signature_____
Date_____
Witness

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

8/9/2024



MEETING DATE: August 20, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for Environmental Sample Collection Testing, as requested by Columbia Water on December 15, 2023. Award to Rogers and Callcott, in an amount not to exceed \$259,248.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date one year from commencement and the option to renew for four (4) additional one-year periods. This firm is located in Columbia, SC.

REQUISITION NO.: R227675, R227676, R227677, R228518

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Plant - Special Contracts (5516208-638300) \$87,715.00; Wastewater Compliance - Special Contracts (5516231-638300) \$171,533.00. The original budget amount is \$259,248.00.

CLEAN WATER 2020?: No

PURPOSE:

Rogers and Callcott is the prime and will provide sample collection and analyses for National Pollutant Discharge Elimination System (NPDES) aqueous sample matrix, Metro Wastewater Treatment Plant solid sample matrix, metro NPDES toxicity, metro groundwater, stormwater general permit/sanitary sewer overflows, fat, oils and grease program (FOG) and pre-treatment services at 66.80% (\$173,175.80) of the total contract amount.

The following subcontractors will provide additional services:

Eurofins Environment Testing America Holdings, Inc., located in Lancaster, PA, will provide volatile organic analysis (VOA), formaldehyde, specific conductance, oil and grease testing services at 11.32% (\$29,340.00) of the total contract amount.

Montrose Environmental Group, Inc., located in Wilmington, NC, will provide polyfluoroalkyl substances (PFAS) and perfluorooctanoic acid (PFOA) testing services at 19.85% (\$51,445.00) of the total contract amount.

The GEL Group, Inc. located in Charleston, SC, will provide low level mercury analysis, solid o-phos, silicon, total organic carbon, hexavalent chromium (HexCR) testing services at 0.42% (\$1,072.00) of the total contract amount.

Water Systems, Inc., located in Lexington, SC, will provide toxicity testing services at 1.51% (\$3,915.80) of the total contract amount.

Keystone Laboratories, Inc., located in Newton, IA, will provide EPA testing services at 0.10% (\$250.00) of the total contract amount.

There were three (3) responses to RFP012-23-24-RMH Environmental Sample Collection Testing.

ATTACHMENTS:

- **#a:** MT Memo Environmental Sample Testing Services_ss 8-2024 (3) (PDF)
- **#b:** Contract.withExhibits.RFP012-23-24-RMHEnvironmentalSampleCollectionTesting (PDF)
- **#c:** MT Memo Environmental Sample Testing Services (PDF)



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 20, 2024

Subject: Recommendation for Approval
New Contract – Rogers and Callcott
Environmental Sample Collection Testing Professional Services

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the New Contract with Rogers and Callcott to provide funding for environmental testing services related to the National Pollution Discharge Elimination System Permit issued by the SC Department of Environmental Services, part of our Industrial Pretreatment Program requirements, and other investigatory sampling. The amount of the Contract is \$259,248.00.

The purpose of this project is to analyze the required various samples at the Metro WWTP, our industrial based customers, and at various locations within our Sanitary Sewer System to ensure compliance with the required frequencies and discharge water quality. In addition, proactive sampling to evaluate the presence of perfluorinated compounds is included.

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



CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method RFP012-23-24-RMH, Environmental Sample Collection Testing.

1. **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 Rogers and Callcott, (hereinafter referred to as the “Laboratory”), to render certain environmental testing services, such as, analysis of domestic and industrial wastewater, sewage sludge analysis, groundwater collection and analysis, toxicity testing, stormwater analysis, TCLP testing of solid materials, and collecting and analyzing National Pollutant Discharge Elimination System (NPDES) Permit parameters 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 Laboratory shall provide the scope of services more fully described in Exhibit A, attached hereto. The Laboratory 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 Laboratory or recommended by the Laboratory and approved by the City in writing.

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

4. **TERM OF CONTRACT** – The term of the Contract 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 one (1) year, with the option to renew or continue with work for four (4) additional one-year periods at the mutual pleasure of both parties.

The decision whether to extend the Contract, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. The 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 – Time is of the essence.** The Laboratory shall not exceed the following deadlines in completing analyses under this Contract.

For “routine” turnaround time, the Laboratory shall provide sample analysis results to the City within fourteen (14) calendar days from the time a sample is received by the Laboratory.

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Environmental Sample Collection Testing

For “expedited” turnaround time, the Laboratory shall provide sample analysis results to the City within twenty-four (24) hours from the time the samples are collected by the Laboratory, unless specified otherwise in the Proposal Forms attached hereto and incorporated herein as Exhibit B.

6. **COMPENSATION** – (See Exhibit B)

- A. The total compensation to be paid by the City to the Laboratory under this Contract shall not exceed Two Hundred Fifty-Nine Thousand, Two Hundred Forty-Eight Dollars and No/100 (\$259,248.00).
- B. The Laboratory 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). The Laboratory 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 C hereto.** Each invoice shall bear the signature of the Laboratory, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
- C. Invoicing Procedure
Failure of the Laboratory 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 Laboratory 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 Laboratory has received payment from the City.
 2. In addition, all retainage amounts received from the City by the Laboratory must be paid by the Laboratory 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 Laboratory 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 Laboratory for subsequent work performed unless and until the Laboratory 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 Laboratory’s sworn statement that it has complied with the prompt payment requirements. The Laboratory must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both

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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 Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Laboratory 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 Contractor or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

The Laboratory must comply with the affirmative action terms and conditions as outlined herein. The Laboratory, shall in the performance of the Contract, 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 Contract, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

The Laboratory 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 Contract, including any extensions thereof.

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) **Non-applicable** – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for

growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is xx.xx%

The Contractor must comply with Mentor-Protégé Program Guidelines. The Contractor agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Contractor agrees that it has or will enter into a separate contractual Contract with the Protégé to which the City is not a party.

8. INDEMNIFICATION & INSURANCE

- A. The Laboratory shall procure and shall maintain during the life of this Contract, 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 Contract, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Contract.

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 Laboratory shall procure and shall maintain during the life of this Contract, Workers Compensation Insurance for all employees to be engaged in work on the project under this Contract, and in case any work is subcontracted, the Laboratory 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 Laboratory's Worker Compensation Insurance. The Laboratory shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Contract.

General Liability: The Laboratory 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.

- B. The Laboratory 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 Laboratory and any Subconsultant of the Laboratory commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, 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 Laboratory 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 Laboratory, its Subconsultants, officers, agents and employees of any of the obligations under the Contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Laboratory will also agree to promptly notify the City of any civil or criminal actions filed against the Laboratory or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Contract. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

- A. The Laboratory shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Laboratory in performing the services required under this Contract. The Laboratory shall be responsible for any costs relating to same.
- B. The Laboratory 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 Laboratory to perform the services required under this Contract. 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 Contractors 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/Contracts. The City shall obtain the approvals and/or permits identified by the Laboratory and pay any costs relating to same.
- C. The Laboratory shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Laboratory shall procure a City of Columbia business license while performing services under this Contract.

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

11. **INTEREST OF LABORATORY** – The Laboratory covenants that Laboratory 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 Laboratory further covenants that in the performance of this Contract no person having such interest shall be employed.

The Laboratory is expected to make Laboratory'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 Laboratory has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Contract.

12. **TERMINATION OF CONTRACT** – The City may terminate this Contract 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 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, Laboratory will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Laboratory will not be reimbursed any costs amortized beyond the initial contract term;
- B. The Laboratory fails to perform any of the services required in this Contract 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 Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Contract; and
- F. By mutual Contract.
Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Laboratory shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Laboratory. In no event shall the Laboratory be entitled to anticipatory profit or damages for any termination under this Contract. In no event shall the Laboratory be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Laboratory or any Subconsultant retained by the Laboratory and related to the services required by this Contract shall be the property of the City and shall not be used by the Laboratory for any purpose whatsoever except to perform the services required by this Contract.

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14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Laboratory or any Subconsultant retained by the Laboratory and related to the services required by this Contract shall be the property of the City and shall not be used by the Laboratory for any purpose whatsoever except to perform the services required by this Contract.
15. **NOTICE** - All notices and communications in connection with this Contract 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
Email: procurement@columbiasc.gov

Rogers & Callcott

Name: Bailey Branham Ford
Title: Director of Laboratory Services
Address: 215 Stoneridge Drive
Columbia, SC 29210
Phone: (864) 434-1801
Email: bford@rcenviro.com

16. **CONSENT DECREE Non-Applicable**

- A. The services performed by the Contractor pursuant to this Contract are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Contractor by the City and is incorporated by reference herein. The Contractor shall perform the services pursuant to this Contract in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Contractor 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 Contractor's possession or control that relate in any manner to the Contractor's performance under this Contract ("Preserved Documents"). Upon the Contractor's performance of all services required under this Contract, the Contractor shall provide the City with all Preserved Documents. In addition to the requirements above, the Contractor shall provide the City with all Preserved Documents upon termination of this Contract.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Contractor 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 Contractor first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Contractor 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 Contractor's rationale for attributing such delay to a force majeure event. The Contractor shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

- D. The Contractor shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Contractor neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Contractor 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 Contractor 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 Contractor's failure to perform pursuant to the Contract.
- E. The Contractor shall perform the services pursuant to this Contract using sound Contractor practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

The Laboratory 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 Laboratory with regard to any of the requirements, specifications or interpretation of this Contract, the Laboratory 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 Contract, if any, shall not be construed against the City.
- E. This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Laboratory 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 Contract and the performance thereof. The City may seek attorney's fees and the Laboratory 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 Laboratory.
- F. This Contract represents the entire Contract between the City and the Laboratory and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. 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

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Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both the City and the Laboratory.

- G. The failure of either the Laboratory or the City to insist upon the strict performance of any provision of this Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Contract is subject to City Council approval.
- J. The Laboratory 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 Laboratory 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 Laboratory 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 Laboratory's operations, including, but not limited to the Laboratory'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 Laboratory shall post in conspicuous places, available to employees and applicants for employment, notices to be

Rogers & Callcott
Environmental Sample Collection Testing

provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Laboratory shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

- L. This Contract shall be binding upon the Laboratory and upon its successors and assignees. This Contract 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 Laboratory under this Contract are matters of public record, but that the Laboratory agrees that they shall only be made available to any individual or organization by the City and the Laboratory 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 Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract 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

Rogers & Callcott
Environmental Sample Collection Testing

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

[Signature]
Legal Department City of Columbia, SC

7/24/2024

ROGERS & CALLCOTT

Rebecca Musick
Director, Laboratory Services

Print: Name/Title

[Signature]
Signature

7/29/2024

Date

(Corporate Seal)

Attest

[Signature]
Signature



7/29/2024

Date

List of Exhibits

Exhibit A – Scope of Services (Ref. Rogers and Callcott, Technical Proposal dated May 17, 2024)

Exhibit B – Compensation (In accordance with Rogers and Callcott Price Proposal - Best and Final Offer (BAFO), e-mail from R&C Rebecca Musick to Robert M. Hardison dated 7/18/2024)

Exhibit C – Business Information Statement for Subconsultants/Subcontractors

EXHIBIT A
SCOPE OF SERVICES
RFP012-23-24-RMH
ENVIRONMENTAL SAMPLE COLLECTION TESTING

The Laboratory may be required, during the term of the Contract, to provide sample collection and analyses for any parameter for which a price has been submitted for the following categories:

- A. NPDES Aqueous Sample Matrix
- B. Metro WWTP Solid Sample Matrix
- C. Metro NPDES Toxicity
- D. Metro Groundwater
- E. Stormwater General Permit/SSOs: Aqueous Sample Matrix
- F. Fat, Oils, and Grease Program (FOG)
- G. Pretreatment

The Laboratory must use the appropriate EPA approved procedures for analysis of each parameter for which a price is specified.

The City of Columbia will deliver all samples to the Laboratory unless otherwise specified on the Proposal Form.

The Laboratory must perform all analyses using a laboratory certified by the South Carolina Department of Health and Environmental Control to perform such analyses.

The Laboratory is to provide the pre-preserved bottles necessary for proper sample collection and analysis in advance of any sampling event.

EXHIBIT B
COMPENSATION
RFP012-23-24-RMH
ENVIRONMENTAL SAMPLE COLLECTION TESTING

Rogers and Callcott Best and Final Offer (BAFO) Ref. e-mail from R&C Rebecca Musick to Robert M. Hardison dated 7/18/2024.

APPENDIX - PRICE PROPOSAL

Contractors shall insert their overall price to conduct environmental sample testing for each category they are submitting for in the appropriate box. Please put N/A for any category you do not wish to submit a price.

Environmental Sample Collection Testing - Categories		Price
NPDES Aqueous Sample Matrix		\$70785.00
Metro WWTP Solid Sample Matrix		\$13,013.00
Metro NPDES Toxicity		\$3,916.80
Metro Groundwater		\$1,560.00
Stormwater General Permit/SSOs: Aqueous Sample Matrix		\$1,848.00
Fat, Oils, and Grease Program		\$12,540.00
Pretreatment		\$155,585.00
Total Price for all Testing		\$259,247.80

Note: All total pricing shall be a fixed price – do not place pricing in a range.

Note: Price proposal for price scoring evaluation purposes only. Final contract amount and scope of services may vary based upon negotiations and best interest of the City.

CATEGORY - NPDES AQUEOUS SAMPLE MATRIX					
Parameter	Unit Price	Quantity	Total Price	Price to * Expedite	Expedited Reporting Time
Biochemical oxygen demand	25.00	1600	40,000.00	25.00**	7 days
Carbonaceous BOD	25.00	52	1,300.00	25.00**	7 days
Chemical oxygen demand	25.00	1	25.00	37.50	48-72 hrs
Dissolved oxygen	8.00	24	192.00	8.00**	24 hours
Total organic carbon	45.00	12	540.00	67.50	48-72 hrs
Acidity	26.00	1	26.00	26.00**	24 hours
Alkalinity	18.00	1	18.00	27.00	48-72 hrs
Chloride	25.00	1	25.00	37.50	48-72 hrs
Fluoride	25.00	1	25.00	37.50	48-72 hrs
Hardness, Total (as CaCO ₃)	20.00	1	20.00	30.00	48-72 hrs
pH	8.00	24	192.00	8.00**	24 hours
Specific conductance	17.00	12	204.00	25.50	48-72 hrs
Sulfate	25.00	1	25.00	37.50	48-72 hrs
Bromide	25.00	1	25.00	37.50	48-72 hrs
Color, Platinum cobalt	16.00	1	16.00	24.00	48-72 hrs
Color, ADML	38.00	1	38.00	57.00	48-72 hrs
Cyanide	25.00	1	25.00	37.50	48-72 hrs
Cyanide, Amenable to	36.00	1	36.00	54.00	48-72 hrs
Oil & Grease	57.00	1	57.00	85.50	48-72 hrs
Phenolics	28.00	1	28.00	42.0	48-72 hrs
Residual Chlorine	8.00	24	192.00	8.00**	24 hours
Sulfide	38.00	1	38.00	57.00	48-72 hrs
Sulfite	38.00	1	38.00	57.00	48-72 hrs
Surfactants (MBAS)	38.00	1	38.00	57.00	48-72 hrs
Turbidity	17.00	1	17.00	25.50	48-72 hrs
Ammonia-nitrogen	14.00	365	5,110.00	21.00	48-72 hrs
Kjeldahl Nitrogen	25.00	4	100.00	37.50	48-72 hrs
Nitrate-nitrite	19.00	4	76.00	28.50	48-72 hrs
Nitrate-nitrogen	19.00	1	19.00	28.50	48-72 hrs

Nitrite-nitrogen	19.00	1	19.00	28.50	48-72 hrs
Orthophosphate	19.00	1	19.00	28.50	48-72 hrs
Phosphorus	12.00	12	144.00	18.00	48-72 hrs
Filterable residue (TDS)	15.00	1	15.00	22.50	48-72 hrs
Nonfilterable residue (TSS)	12.00	1	12.00	18.00	48-72 hrs
Total residue (TS)	15.00	1	15.00	22.50	48-72 hrs
Volatile residue (VS)	19.00	1	19.00	28.50	48-72 hrs
Percent solids	15.00	1	15.00	22.50	48-72 hrs
Adsorbable Organic	700.00	8	5,600.00	N/A	N/A
40 PFAS Compounds Method	655.00	8	5,240.00	N/A	N/A
Aluminum	12.00	1	12.00	18.00	48-72 hrs
Antimony	12.00	1	12.00	18.00	48-72 hrs
Arsenic	12.00	1	12.00	18.00	48-72 hrs
Barium	12.00	1	12.00	18.00	48-72 hrs
Beryllium	12.00	1	12.00	18.00	48-72 hrs
Boron	12.00	1	12.00	18.00	48-72 hrs
Cadmium	12.00	2	24.00	18.00	48-72 hrs
Calcium	12.00	1	12.00	18.00	48-72 hrs
Chromium	12.00	2	24.00	18.00	48-72 hrs
Chromium, hexavalent	19.00	1	19.00	28.50	48-72 hrs
Cobalt	12.00	1	12.00	18.00	48-72 hrs
Copper	12.00	5	60.00	18.00	48-72 hrs
Iron	12.00	1	12.00	18.00	48-72 hrs
Lead	12.00	2	24.00	18.00	48-72 hrs
Magnesium	12.00	1	12.00	18.00	48-72 hrs
Manganese	12.00	1	12.00	18.00	48-72 hrs
Mercury	25.00	1	25.00	37.50	48-72 hrs
Mercury (low-level)	676.00	1	676.00	N/A	N/A
Molybdenum	12.00	1	12.00	18.00	48-72 hrs
Nickel	12.00	2	24.00	18.00	48-72 hrs
Potassium	12.00	1	12.00	18.00	48-72 hrs

Selenium	12.00	1	12.00	18.00	48-72 hrs
Silicon	12.00	1	12.00	18.00	48-72 hrs
Silver	12.00	1	12.00	18.00	48-72 hrs
Sodium	12.00	1	12.00	18.00	48-72 hrs
Thallium	12.00	1	12.00	18.00	48-72 hrs
Tin	12.00	1	12.00	18.00	48-72 hrs
Titanium	12.00	1	12.00	18.00	48-72 hrs
Vanadium	12.00	1	12.00	18.00	48-72 hrs
Zinc	12.00	2	24.00	18.00	48-72 hrs
E. coli (MPN, Colilert)	30.00	1	30.00	30.00**	24 hours
Fecal Coliform (MPN, Colilert)	30.00	1	30.00	30.00**	24 hours
Heterotrophic Bacteria	55.00	12	660.00	55.00**	72 hours
Pesticides	130.00	5	650.00	195.00	72 hours
PCBs	130.00	5	650.00	195.00	72 hours
Semi-volatiles	220.00	12	2,640.00	330.00	72 hours
Volatiles	125.00	12	1,500.00	187.50	72 hours
PFAS Method 1633	655.00	6	3,930.00	N/A	N/A
Total Price			70,785.00		

Markup percentage for non-routine/emergency sampling above the unit price noted above: 50%

List your laboratory's normal days/hours of operation: M-F 8am-5pm

NOTES:

1. The total in this price sheet is for comparison purposes only. The actual number of samples per parameter may change during the contract term.
2. The unit price includes any and all associated fees such as sample collection and/or pickup, transport and preparation and analysis.
3. Non-routine/emergency sampling events apply to requests for sample collection and testing which fall outside of the laboratory's normal hours of operation. (i.e.. outside of M-F, 8 am - 6 pm). Requests for additional sampling during normal business hours provided will receive pricing for routine sampling events as determined above.
4. Samples will be collected in accordance with the NPDES permit or as predetermined for non-reportable sampling events.
5. Any permit exceedances, missed holding times, or any other situation which may result in a noncompliance must be reported to the Metro WWTP verbally within 24 hours of becoming aware of the circumstance and followed up with a written notification within one business day of verbal notification.
6. All personnel must sign in and out at the front desk when on site.
7. The contract laboratory will supply Owner with properly preserved, pre-labeled bottles and pre-filled chain-of-custody necessary for sample collection and analysis as per 40 CFR Part 136 Table 2.
8. Each day that multiple sets of regulatory BOD samples are requested, at a minimum, each set must be set up in separate batches that use different lots of dilution water and seed. Preferably, each set will be set up in a separate certified laboratory.

CATEGORY - METRO WWTP SOLID SAMPLE MATRIX					
Parameter	Unit Price	Quantity	Total Price	Price to *	Expedite
Total organic carbon	112.00	1	112.00	N/A	N/A
Ignitability	175.00	1	175.00	262.50	48-72 hrs
TCLP- Bottle Extraction	139.00	1	139.00	208.50	5 days
TCLP- Zero Headspace	170.00	1	170.00	255.00	5 days
Chloride	25.00	1	25.00	37.50	48-72 hrs
Fluoride	25.00	1	25.00	37.50	48-72 hrs
pH	10.00	1	10.00	10.00**	48-72 hrs
Specific conductance	150.00	1	150.00	N/A	N/A
Sulfate	25.00	1	25.00	37.50	48-72 hrs
Bomb EPA 5050	250.00	1	250.00	N/A	N/A
Bromide	25.00	1	25.00	37.50	48-72 hrs
Cyanide	25.00	1	25.00	37.50	48-72 hrs
Cyanide, Amenable to chlorination	35.00	1	35.00	52.50	48-72 hrs
Oil &Grease	340.00	1	340.00	N/A	N/A
Paint Filter	17.00	1	17.00	25.50	48-72 hrs
Phenolics	28.00	1	28.00	42.00	48-72 hrs
Ammonia-nitrogen	14.00	1	14.00	21.00	48-72 hrs
Kjeldahl Nitrogen	25.00	1	25.00	37.50	48-72 hrs
Nitrate-nitrite	19.00	1	19.00	28.50	48-72 hrs
Nitrate-nitrogen	19.00	1	19.00	28.50	48-72 hrs
Nitrite-nitrogen	19.00	1	19.00	28.50	48-72 hrs
Orthophosphate	86.00	1	86.00	N/A	N/A
Phosphorus	12.00	1	12.00	18.00	48-72 hrs
Percent solids	20.00	1	20.00	30.00	48-72 hrs
Aluminum	12.00	1	12.00	18.00	48-72 hrs
Antimony	12.00	1	12.00	18.00	48-72 hrs
Arsenic	12.00	12	144.00	18.00	48-72 hrs
Barium	12.00	1	12.00	18.00	48-72 hrs
Beryllium	12.00	1	12.00	18.00	48-72 hrs
Boron	12.00	1	12.00	18.00	48-72 hrs
Cadmium	12.00	12	144.00	18.00	48-72 hrs
Calcium	12.00	1	12.00	18.00	48-72 hrs
Chromium	12.00	12	144.00	18.00	48-72 hrs
Chromium, hexavalent	120.00	1	120.00	N/A	N/A
Cobalt	12.00	1	12.00	18.00	48-72 hrs

Copper	12.00	12	144.00	18.00	48-72 hrs
Iron	12.00	1	12.00	18.00	48-72 hrs
Lead	12.00	12	144.00	18.00	48-72 hrs
Magnesium	12.00	1	12.00	18.00	48-72 hrs
Manganese	12.00	1	12.00	18.00	48-72 hrs
Mercury	25.00	12	300.00	37.50	48-72 hrs
Molybdenum	12.00	12	144.00	18.00	48-72 hrs
Nickel	12.00	12	144.00	18.00	48-72 hrs
Potassium	12.00	1	12.00	18.00	48-72 hrs
Selenium	12.00	12	144.00	18.00	48-72 hrs
Silicon	78.00	1	78.00	N/A	N/A
Silver	12.00	1	12.00	18.00	48-72 hrs
Sodium	12.00	1	12.00	18.00	48-72 hrs
Thallium	12.00	1	12.00	18.00	48-72 hrs
Tin	12.00	1	12.00	18.00	48-72 hrs
Titanium	12.00	1	12.00	18.00	48-72 hrs
Vanadium	12.00	1	12.00	18.00	48-72 hrs
Zinc	12.00	12	144.00	18.00	48-72 hrs
Biosolids preparation/Fecal coliform (MPN)	120.00	1	120.00	180.00	7 days
Pesticides	130.00	5	650.00	195.00	72 hrs
Herbicides	130.00	5	650.00	195.00	72 hrs
PCBs	130.00	5	650.00	195.00	72 hrs
Semi-volatiles	230.00	12	2,760.00	345.00	72 hrs
Volatiles	135.00	12	1,620.00	202.50	72 hrs
PFAS (Method 1633)	700.00	4	2,800.00	N/A	N/A
Total Price			13,013.00		

Markup percentage for non-routine/emergency sampling above the unit price noted above: 50%

List your laboratory's normal days/hours of operation: M-F 8am-5pm

NOTES:

1. The total in this price sheet is for comparison purposes only. The actual number of samples per parameter may change during the contract term.
2. The unit price includes any and all associated fees such as sample collection and/or pickup, transport, preparation & analysis.
3. Non-routine/emergency sampling events apply to requests for sample collection and testing which fall outside of the laboratory's normal hours of operation. (i.e. outside of M-F, 8 am - 6 pm). Requests for additional sampling during normal business hours provided will receive pricing for routine sampling events as determined above.
4. Samples will be collected in accordance with the NPDES permit or as predetermined for non-reportable sampling events.
5. Any permit exceedances, missed holding times, or any other situation which may result in a noncompliance must be reported to the Metro WWTTP verbally within 24 hours of becoming aware of the circumstance and followed up with a written notification within one business day of verbal notification.
6. All personnel must sign in and out at the front desk when on site.

7. The contract laboratory will supply Owner with properly preserved, pre-labeled bottles and pre-filled chain-of-custody necessary for sample collection and analysis as per 40 CFR Part 136 Table 2.

CATEGORY - METRO NPDES TOXICITY					
Parameter	Unit Price	Quantity	Total Price	Price to Expedite	Expedited Reporting Time
Chronic Whole Effluent Toxicity (WET), IC 25, % mortality in 11% effluent at 48 hours — Ceriodaphnia dubia (Survival	\$1133.60	2	\$2267.20		
Chronic Whole Effluent Toxicity (WET), IC 25, % mortality in 11% effluent at 48 hours —	\$1649.60	1	\$1649.60		
Total Price			\$3916.80		

Markup percentage for non-routine/emergency sampling above the unit price noted above: _____

Monday-Friday, 8am-5pm

List your laboratory's normal days/hours of operation: _____

NOTES:

1. The total in this price sheet is for comparison purposes only. The actual number of samples per parameter may change during the contract term.
2. The unit price includes any and all associated fees such as sample collection and/or pickup, transport and preparation and analysis.
3. Non-routine/emergency sampling events apply to requests for sample collection and testing which fall outside of the laboratory's normal hours of operation. (i.e., outside of M-F, 8 am - 6 pm). Requests for additional sampling during normal business hours provided will receive pricing for routine sampling events as determined above.
4. Samples will be collected in accordance with the NPDES permit or as predetermined for non-reportable sampling events.
5. Any permit exceedances, missed holding times, or any other situation which may result in a noncompliance must be reported to the Metro WWTP verbally within 24 hours of becoming aware of the circumstance and followed up with a written notification within one business day of verbal notification.
6. All personnel must sign in and out at the front desk when on site.
7. The contract laboratory will supply Owner with properly preserved, pre-labeled bottles and pre-filled chain-of-custody necessary for sample collection and analysis as per 40 CFR Part 136 Table 2.

CATEGORY-METRO GROUNDWATER					
Parameter	Unit Price	Quantity	Total Price	Price to * Expedite	Expedited Reporting Time
pH (field)	8.00	8	64.00	8.00**	24 hours
Water Table Elevation	125.00	8	1,000.00	125.00**	24 hours
Temperature (field)	4.00	8	32.00	4.00**	24 hours
Specific Conductance (field)	10.00	8	80.00	10.00**	24 hours
Total Dissolved Solids	15.00	8	120.00	22.50	48-72 hrs
Nitrate	19.00	8	152.00	28.50	48-72 hrs
Ammonia	14.00	8	112.00	21.00	48-72 hrs
Total Price			1,560.00		

Markup percentage for non-routine/emergency sampling above the unit price noted above: 50%

List your laboratory's normal days/hours of operation: M-F 8am-5pm

NOTES:

1. The total in this price sheet is for comparison purposes only. The actual number of samples per parameter may change during the contract term.
2. Samples must be collected in accordance with EPA Region 4 Groundwater Sampling Operation Procedure, EPA publication SEDPROC301-R3 or the most recent version of the EPA Region 4 Groundwater Sampling Operation Procedure using either a pump or bailer method.
3. The scope of work and quantities listed may be reduced, increased, or eliminated as the City NPDES Permit is updated (provide a set cost per site to be updated if the number needs to be increased).
4. This scope includes sample collection and analysis semiannually, scheduled by City Staff.
5. Sample collection shall comply with "Groundwater Sampling Methods", SCDHEC

CATEGORY - STORMWATER GENERAL PERMIT / SSOs: AQUEOUS SAMPLE MATRIX					
Parameter	Unit Price	Quantity	Total Price	Price to Expedite	Expedited Reporting Time
Copper	12.00	4	48.00	18.00	48-72 hrs
Coli (MPN, Colilert)	30.00	60	1,800.00	30.00**	24 hours
		Total Price	1,848.00		

Markup percentage for non-routine/emergency sampling above the unit price noted above: 50%

List your laboratory's normal days/hours of operation : M-F 8am-5pm

NOTES:

1. The total in this price sheet is for comparison purposes only. The actual number of samples per parameter may change during the contract term.
2. The unit price includes any and all associated supplemental fees such as pickup and preparation and analysis.
3. Non-routine/emergency sampling events apply to requests for sample collection and testing which fall outside of the laboratory's normal hours of operation. (i.e. outside of M-F, 8 am- 6 pm). Requests for additional sampling during normal business provided will receive pricing for routine sampling events as determined above.
4. Bacterial sample results relinquished under Rush/Expedite status shall verbally be reported within 24-36 hours of analysis and final result shall be sent to the appropriate contact within 48 hours of receipt at lab.
5. Samples will be collected in accordance with the NPDES permit or as predetermined for non-reportable sampling events.
6. Any permit exceedances, missed holding times, or any other situation which may result in a noncompliance must be reported to the Metro WWTP/WW Compliance staff verbally within 24 hours of becoming aware of the circumstance and followed up with a written notification within one business day of verbal notification.
7. All personnel must sign in and out at the front desk when on site.
8. The contract laboratory will supply Owner with properly preserved bottles necessary for sample collection and analysis as per 40 CFR Part 136 Table 2.

*Prices include unit analysis cost plus additional cost to expedite.

CATEGORY - FAT, OILS AND GREASE PROGRAM (FOG)					
Parameter	Unit Price	Locations	Total Price	Price to * Expedite	Expedited Reporting Time
Oil and Grease (HEM)	57.00	220	12,540.00	85.50	48-72 hrs
		Total Price	12,540.00		

Markup percentage for non-routine/emergency sampling above the unit price noted above: 50%

List your laboratory's normal days/hours of operation: M-F 8am-5pm

NOTES:

1. The total in this price sheet is for comparison purposes only. The actual number of samples per parameter may change during the contract term.
2. The unit price includes any and all associated supplemental fees such as additional filtering, sample collection, and/or pickup and preparation and analysis.
3. The scope of work and quantities listed may be reduced, increased, or eliminated as the City Pretreatment Program is updated (provide a set cost per site to be updated if the number needs to be increased).
4. All Sample analysis to be expedited.

CATEGORY - PRE-TREATMENT					
Parameter	Unit Price	Quantity	Total Price	Price to * Expedite	Expedited Reporting Time
Biochemical Oxygen Demand	25.00	200	5,000.00	25.00**	7 days
Total organic carbon	45.00	10	450.00	67.50	48-72 hrs
Chloride	25.00	20	500.00	37.50	48-72 hrs
Fluoride	25.00	10	250.00	37.50	48-72 hrs
Hardness, Total (as CaCO ₃)	20.00	40	800.00	30.00	48-72 hrs
pH (in field)	50.00	50	2,500.00	50.00	24 hours
Cyanide	25.00	40	1,000.00	37.50	48-72 hrs
Oil & Grease	57.00	40	2,280.00	85.50	48-72 hrs
Phenolics	28.00	40	1,120.00	42.00	48-72 hrs
Sulfide	38.00	40	1,520.00	57.00	48-72 hrs
Surfactants (MBAS)	38.00	20	760.00	57.00	48-72 hrs
Ammonia-nitrogen	14.00	100	1,400.00	21.00	48-72 hrs
Kjeldahl Nitrogen	25.00	100	2,500.00	37.50	48-72 hrs
Nitrate-nitrite	19.00	60	1,140.00	28.50	48-72 hrs
Nitrate-nitrogen	19.00	60	1,140.00	28.50	48-72 hrs
Nitrite-nitrogen	19.00	60	1,140.00	28.50	48-72 hrs
Phosphorus	12.00	60	720.00	18.00	48-72 hrs
Filterable residue (TDS)	15.00	60	900.00	22.50	48-72 hrs
Nonfilterable residue (TSS)	12.00	200	2,400.00	18.00	48-72 hrs
Aluminum	12.00	10	120.00	18.00	48-72 hrs
Antimony	12.00	10	120.00	18.00	48-72 hrs
Arsenic	12.00	100	1,200.00	18.00	48-72 hrs
Barium	12.00	40	480.00	18.00	48-72 hrs
Beryllium	12.00	10	120.00	18.00	48-72 hrs
Boron	12.00	10	120.00	18.00	48-72 hrs
Cadmium	12.00	100	1,200.00	18.00	48-72 hrs
Calcium	12.00	10	120.00	18.00	48-72 hrs
Chloroform	100.00	10	1,000.00	150.00	48-72 hrs
Chromium	12.00	100	1,200.00	18.00	48-72 hrs

Sulfate	25.00	40	1,000.00	37.50	48-72 hrs
Total Dissolve Solids	15.00	40	600.00	22.50	48-72 hrs
Adsorbable Organic Fluorine	700.00	25	17,500.00	N/A	N/A
Cobalt	12.00	10	120.00	18.00	48-72 hrs
Copper	12.00	100	1,200.00	18.00	48-72 hrs
Iron	12.00	40	480.00	18.00	48-72 hrs
Lead	12.00	100	1,200.00	18.00	48-72 hrs
Magnesium	12.00	10	120.00	18.00	48-72 hrs
Manganese	12.00	100	1,200.00	18.00	48-72 hrs
Mercury	12.00	100	1,200.00	18.00	48-72 hrs
Molybdenum	12.00	100	1,200.00	18.00	48-72 hrs
Nickel	12.00	100	1,200.00	18.00	48-72 hrs
Selenium	12.00	100	1,200.00	18.00	48-72 hrs
Silver	12.00	100	1,200.00	18.00	48-72 hrs
Thallium	12.00	10	120.00	18.00	48-72 hrs
Tin	12.00	10	120.00	18.00	48-72 hrs
Zinc	12.00	100	1,200.00	18.00	48-72 hrs
Pesticides	130.00	60	7,800.00	195.00	72 hours
PCBs	130.00	20	2,600.00	195.00	72 hours
Semi-volatiles	220.00	60	13,200.00	330.00	72 hours
Volatiles	125.00	60	7,500.00	187.50	72 hours
Volatiles (method 1666)	1185.00	10	11,850.00	N/A	N/A
Formaldehyde	425.00	40	17,000.00	N/A	N/A
BTEX	100.00	20	2,000.00	150.00	72 hours
Base/Neutrals and Acids	220.00	60	13,200.00	330.00	72 hours
PFAS (Method 1633)	655.00	25	16,375.00	N/A	N/A
			Total Price	155,585.00	

Markup percentage for non-routine/emergency sampling above the unit price noted above: **50%**

List your laboratory's normal days/hours of operation: M-F 8am-5pm

NOTES:

1. The total in this price sheet is for comparison purposes only. The actual number of samples per parameter may change during the contract term.

2. The unit price includes any and all associated supplemental fees such as sample collection and/or pickup and preparation and analysis.
3. Non-routine/emergency sampling events apply to requests for sample collection and testing which fall outside of the laboratory's normal hours of operation. (i.e.. outside of M-F, 8 am- 6 pm). Requests for additional sampling during normal business provided will receive pricing for routine sampling events as determined above.
4. Samples will be collected in accordance with the NPDES permit or as predetermined for non-reportable sampling events.
5. pH samples must be collected at the facility being sampled, will be scheduled in advance.
6. The contract laboratory will supply owner with properly preserved bottles necessary for sample collection and analysis as per 40 CFR Part 136 Table 2.
7. PFAS to be analyzed using Method 1633 and include all compounds.

EXHIBIT C**RFP012-23-24-RMH**

**ENVIRONMENTAL SAMPLE COLLECTION TESTING
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.

Business Name (as shown on W9 or SAM.gov) / SAM.gov Unique Entity ID & CAGE # (REQUIRED)	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)
Eurofins Environment Testing America Holdings, INC ID: R1VQBK519KY7 Cage: 911W0	Requested subcontract lab to register	VOA Method 1666A, Formaldehyde, Specific Conductance, O&G	\$29,340.00	11.32% by price, 0.94% by volume	N/A	
Montrose Environmental Group, INC (Enthalpy Analytical) ID: FJBEKKXACPS3 Cage: 3TTT6	Requested subcontract lab to register	PFAS 1633 AOF 1621	\$51445.00	19.84% by price, 1.29% by volume	N/A	
The GEL Group, INC ID: CN4EGNYEYJK5 Cage: 49RS6	Requested subcontract lab to register	Low Level Mercury Analysis, solid o-Phos, Silicon, TOC, HexCr	\$1072.00	0.41% by price, 0.10% by volume	N/A	
Water Systems, INC ID: Y8YBVKQXV6G9 Cage: 9QZU6	Requested subcontract lab to register	Toxicity	3916.80	1.51% by price, 0.05% by volume	N/A	
Keystone Laboratories, INC ID: PHUMDWN6SKJ9 Cage: 15MVA	Requested subcontract lab to register	Bomb EPA 5050	\$250.00	0.10% by price, 0.02% by volume	N/A	

Key: Minority/Women Owned Business Enterprise Association Code

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

Combined Total Sub Amount \$ _____

Total Contract Amount: \$259,247.80 _____

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

Business Name: Rogers & Callcott Environmental

Representative Name/Title: Rebecca Musick, Director of Laboratory Services

Date: July 25, 2024

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Eurofins Environment Testing America Holdings, INC (Lancaster Labs)

Company Name

2425 New Holland Pike

Physical Address

Same as above

Mailing Address

Lancaster, PA 17601-5994

City/State Zip Code + 4

717 656-2300

()

Phone number

()

Fax number

Dana Kauffman

Kelly Tessier

Primary Contact Name

Secondary Contact Name

Dana.Kauffman@et.eurofinsus.com

Kelly.Tessier@et.eurofinsus.com

Primary Contact Email Address

Secondary Contact Email Address

84-4101298

Federal ID #

Vendor #

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

Montrose Enviromental Group, INC (Enthalpy Analytical)

Company Name

2714 Exchange Drive

Physical Address

Wilmington, NC 28405

Mailing Address

1 Park Plaza, Suite 1000, Irvin, CA 92614

City/State Zip Code + 4

910 212-5858

()

Phone number

()

Fax number

Christina Kurnath

Laura Boivin

Primary Contact Name

Secondary Contact Name

christina.kurnath@enthalpy.com

laura.boivin@enthalpy.com

Primary Contact Email Address

Secondary Contact Email Address

464195044

Federal ID #

Vendor #

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

The GEL Group, INC (GEL Laboratories, LLC)

Company Name

2040 Savage Road

Physical Address

PO Box 30712

Mailing Address

Charleston, SC 29407

City/State Zip Code + 4

843 556-8171

()
Phone number

843 766-1178

()
Fax number

Delaney Stonesmith

Primary Contact Name

Abigail Martin

Secondary Contact Name

Delaney.Stone@gel.com

Primary Contact Email Address

abigail.martin@gel.com

Secondary Contact Email Address

57-0716831

Federal ID #

Vendor #

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

Water Systems INC

Company Name

311 Dooley Rd

Physical Address

Mailing Address

Lexington, SC 29073

City/State Zip Code + 4

803 755-0090

()
Phone number()
Fax number

Lise Crittenden

Primary Contact Name

Jay Kates

Secondary Contact Name

lise@sewaterlab.com

Primary Contact Email Address

jay@sewaterlab.com

Secondary Contact Email Address

32576

Federal ID #

Vendor #

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

Keystone Laboratories INC

Company Name

600 East 17th Street South Suite B

Physical Address

Same as above

Mailing Address

Newton, IA 50208

City/State Zip Code + 4

800 858-5227

()

Phone number

()

Fax number

Leslie Taylor

Primary Contact Name

Secondary Contact Name

ltaylor@kmtlabs.com

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



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 20, 2024

Subject: Recommendation for Approval
New Contract – Rogers and Callcott
Environmental Sample Collection Testing Professional Services

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the New Contract with Rogers and Callcott to provide funding for environmental testing services related to the National Pollution Discharge Elimination System Permit issued by the SC Department of Environmental Services, part of our Industrial Pretreatment Program requirements, and other investigatory sampling. The amount of the Contract is \$259,248.00.

The purpose of this project is to analyze the required various samples at the Metro WWTP, our industrial based customers, and at various locations within our Sanitary Sewer System to ensure compliance with the required frequencies and discharge water quality. In addition, proactive sampling to evaluate the presence of perfluorinated compounds is included.

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



MEETING DATE: August 20, 2024

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to Ratify three (3) Emergency Procurements for the replacement of waterlines and repairs at the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to the lowest responsive bidder for each project in a total amount of \$874,193.70.

REQUISITION NO.: R229792, R229958, R229279

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Item	Vendor	Description	Amount
a.	GH Smith	Installation of a 6' waterline on Preston Street.	\$717,270.00
Funding Source: Water & Sewer Capital Projects – 6" Ductile Iron Pipe Water Main Upgrade along Preston – Capital Project Costs (5529999-WM476001-658650). The original budget amount is \$717,270.00.			
b.	P&S Construction Company, Inc. Lexington, SC	Labor and equipment repair to clean the pre-treatment filter tank at the Metro Wastewater Treatment Plant.	\$89,763.70
Funding Source: Utilities Metro Wastewater Plant – Equipment Repair/Service Supply (5516208-631800). The original budget amount is \$89,763.70.			
c.	Shady Grove Construction, LLC Irmo, SC	Train 1 Return Activated Sludge-Secondary Clarifier #5 leaking water repairs.	\$67,160.00
Funding Source: Utilities Metro Wastewater Plant – Equipment Repair/Service Supply (5516208-631800). The original budget amount is \$67,160.00.			
Total			\$874,193.70

ATTACHMENTS:

- **#a:** Ratification of Emergency Procurements_082024 (PDF)
- **#b:** Fully Signed Justification Form (PDF)
- **#c:** P&S Justification form (PDF)
- **#d:** Fully Signed Justification (PDF)



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 20, 2024

Subject: Recommendation for Approval
Ratifications of Emergency Procurements
Water Line Replacement and Metro WWTP Repairs

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and ratification of the following emergency procurements:

- Water Line Replacement on Preston Street – Ratification of a contract in the amount of \$717,270 for the replacement of an existing 1-1/2 inch water line with a new 8 inch ductile iron line to serve the residents on Preston Street. This replacement was raised to emergency status due to multiple breaks, water quality issues and low pressure the residents served by the existing line.
- Cleaning of Pre-treatment Tank at Metro WWTP – Ratification of a contract in the amount of \$89,763.70 for the removal of grit from one of the pre-treatment tanks at the Metro WWTP. This routine work was being scheduled, but removal was accelerated in preparation for the pending approach of Hurricane Debby.
- Repair of Train 1 Secondary Clarifier #5 at Metro WWTP – Ratification of a contract in the amount of \$67,160 to repair a leak in the clarifier that could lead to an unpermitted discharge. This repair was raised to emergency status to prevent discharge of partially treated wastewater to the environment.

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



Department of Procurement and Contracts
1800 Main Street, 2nd Floor, Columbia, SC 29201 • Phone 803-545-3470

INTER OFFICE MEMORANDUM

TO: Ms. Wilson

CC:

FROM: Anita Higgins

SUBJECT: GH Smith Emergency

ASST. CITY MGR.:

Emergency/Immediate: ☐ Med. Level of Urgency: ☐ Routine: ☐

ACM JUSTIFICATION:

DATE: 8/5/24

COMMENTS:

I have enclosed the subject documentation requesting: approval

(e.g. approval, signature, ratification, information only, review & comment requested, etc.)

[Please check all applicable items below]

This request is a:

- | | |
|--|---|
| ☐ Sole Source Procurement | ☒ Emergency Procurement |
| ☐ Routine/Standard Purchase | ☐ IT related Purchase |
| ☐ Construction Contract | ☐ Professional Services Agreement |
| ☐ Construction Change Order | ☐ Contract Amendment |
| ☐ Contract Extension/Renewal | ☐ New Purchase of Non-IT related Equipment |
| ☐ PO Change / Modification Form | ☐ New Purchase of IT goods or services |

Previously procured item(s) or services: ☒ Yes or ☐ No

Budgeted item with funds readily available: ☒ Yes or ☐ No

Funds transfer will be required to procure
this item or service: ☐ Yes or ☒ No

Please return to Anita Higgins 1800 Main Street 2nd floor, Respectfully requested by

Attachments ()

Requisition# 76 Pending Budget Transfer

JUSTIFICATION FOR
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure construction services for the installation of a
6" waterline on Preston Street (1)

as an emergency procurement from GH Smith in the amount of \$717,270 which includes a
base bid of \$597,725 and a 20% contingency from 552 9999 WM 4760 658650. (2)

The basis for this emergency determination and the reason no other vendor is suitable is:
customers have low water pressure and water quality issues. GH Smith is the lowest responsive
bidder. They are available and ready to begin work promptly. (3)

7/2/24

Date

Amount \$717,270

Andrew Bollong for Days 7/3/24
Signature of Department Head Date

Shannon Lizewski 7/24/2024
Signature of Purchasing Agent Date

Kristine Githara 7/25/2024
Signature of Finance Director Date

John E. Sley 7/25/2024
Signature of Asst. City Manager Date

James Whitson 8/6/2024
Signature of City Manager Date

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

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

Rev 05/14/18 Form 0102

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.



CITY OF COLUMBIA - APPROVED PROJECT

THIS SECTION TO BE COMPLETED BY DEPARTMENT TO ADD OR ADJUST A PROJECT				
DEPARTMENT NAME	Engineering	DIVISION NAME	Water Distribution	DATE
PROJECT NAME	6" DIP WATER MAIN UPGRADE ALONG PRESTON ST			NEW PROJECT?
PROJECT ID	WM476001		PROJECT TYPE	Capital
MANAGER NAME	MAKENZIE FLOOD			

THIS SECTION TO BE COMPLETED BY DEPARTMENT							
REVENUE BUDGET CONTROL- identifies source of funding							
AMOUNT	FUNDING SOURCE	DESCRIPTION OF FUNDING SOURCE					
\$ 717,270.00	WM432325	UNFORESEEN PROJECTS					
\$ 717,270.00							
EXPENDITURE BUDGET CONTROL- creates capital project line item budget							
BUDGET YEAR	OBJECT CODE	FUND	DIVISION	PROJECT	CURRENT BUDGET	REVISED BUDGET	INCREASE (DECREASE)
23/24	658650	552	9999	WM476001		\$ 717,270.00	\$ 717,270.00
			9999			\$ -	
			9999			\$ -	
TOTALS:					\$ -		\$ 717,270.00
EXPLANATION	WM476001 - 6" DIP WATER MAIN UPGRADE ALONG PRESTON ST						

AUTHORIZED SIGNATURES:			
DEPARTMENT MANAGER	<i>Andrew Kelley</i> for Dawn Higgins	7/3/24	ASST CITY MANAGER
DIVISION MANAGER	<i>Andrew Kelley</i>	7/3/24	CITY MANAGER
			<i>Ken S. Slay</i> 7/11/2024



WM4760
 6" DIP WATER MAIN UPGRADE ALONG PRESTON ST
 BID TALLY
 6/28/2024

Contractor	Total Bid
GH Smith	\$ 597,725.00
Carolina Tap & Bore	\$ 984,000.00
Lake Murray Utility	\$ 933,975.00
LAD	\$ 980,250.00

BID ANALYSIS
6" DIP WATER MAIN UPGRADE ALONG PRESTON ST
WM4760

Item No.	Description	Qty.	Unit	Estimate		City Section		Carolina Tap & Bore		Lake Murray Utility		LAD	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	6" DIP Water Main or Equivalent (To include all fittings, bends, & appurtenances)	2250	LF	\$200.00	\$ 450,000.00	\$191.00	\$ 432,750.00	\$185.00	\$ 416,250.00	\$175.00	\$ 393,750.00	\$170.00	\$ 382,500.00
2	6" DIP Joint-Encased Pipe (To include all fittings, bends, & appurtenances)	225	LF	\$190.00	\$ 42,750.00	\$185.00	\$ 41,625.00	\$180.00	\$ 40,500.00	\$175.00	\$ 39,375.00	\$170.00	\$ 38,250.00
3	10" x 6" Flanging Sleeve & Valve with Box Cover	2	EA	\$8,000.00	\$ 16,000.00	\$5,200.00	\$ 10,400.00	\$4,500.00	\$ 9,000.00	\$3,500.00	\$ 7,000.00	\$3,150.00	\$ 6,300.00
4	6" x 6" Flanging Sleeve & Valve with Box Cover	3	EA	\$6,000.00	\$ 18,000.00	\$4,200.00	\$ 12,600.00	\$3,500.00	\$ 10,500.00	\$2,500.00	\$ 7,500.00	\$2,150.00	\$ 6,450.00
5	6" x 6" Gate Valve with Box and Cover	4	EA	\$3,000.00	\$ 12,000.00	\$1,700.00	\$ 6,800.00	\$1,600.00	\$ 6,400.00	\$1,500.00	\$ 6,000.00	\$1,400.00	\$ 5,600.00
6	New Fire Hydrant Assembly (To include the Tee, Gate Valve, Thrust Block, Hydrant Lead, & Hydrant)	1	EA	\$10,000.00	\$ 10,000.00	\$7,000.00	\$ 7,000.00	\$5,500.00	\$ 5,500.00	\$4,000.00	\$ 4,000.00	\$3,000.00	\$ 3,000.00
7	Renew & Reconnect Water Services - LONG (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Long Services are considered services that interface with asphalt (To be dry-bored). If it is determined that open cut is required, the Contractor will be required to use 1" buckets. Contractor required to identify and document unknown existing pipe material on property side and City side of water meter. Include if there was a guess mark on property side of meter.	18	EA	\$1,000.00	\$ 18,000.00	\$7,000.00	\$ 126,000.00	\$1,500.00	\$ 27,000.00	\$1,000.00	\$ 18,000.00	\$8,000.00	\$ 144,000.00
8	Renew & Reconnect Water Services - SHORT (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. Contractor required to identify and document unknown existing pipe material on property side and City side of water meter. Include if there was a guess mark on property side of meter.	10	EA	\$1,500.00	\$ 15,000.00	\$1,000.00	\$ 10,000.00	\$1,800.00	\$ 18,000.00	\$2,100.00	\$ 21,000.00	\$4,000.00	\$ 40,000.00
9	Abandonment of Existing Water Main - Cuts & Caps (Includes Excavation & Backfill)	12	EA	\$1,000.00	\$ 12,000.00	\$1,000.00	\$ 12,000.00	\$1,500.00	\$ 18,000.00	\$1,500.00	\$ 18,000.00	\$1,000.00	\$ 12,000.00
10	Locate and Abandon Existing Gate Valves (Remove valve box and fill with Spent Oil)	3	EA	\$500.00	\$ 1,500.00	\$300.00	\$ 900.00	\$500.00	\$ 1,500.00	\$1,000.00	\$ 3,000.00	\$2,500.00	\$ 7,500.00
11	Set Cur and Remove Asphalt Pavement. Contractor to be paid by tickets provided to City's Inspector. Truck must be weighed and ticket provided for each load.	250	LN	\$170.00	\$ 42,500.00	\$50.00	\$ 12,500.00	\$100.00	\$ 25,000.00	\$100.00	\$ 25,000.00	\$100.00	\$ 25,000.00
12	Replace Asphalt Pavement (2" Base and 2" Surface Type C). Contractor to be paid by tickets provided to City's Inspector.	100	LN	\$300.00	\$ 30,000.00	\$300.00	\$ 30,000.00	\$300.00	\$ 30,000.00	\$300.00	\$ 30,000.00	\$350.00	\$ 35,000.00
13	Replace Concrete Curbs (beam to beam). Contractor to be paid by tickets provided to City's Inspector.	50	LF	\$200.00	\$ 10,000.00	\$200.00	\$ 10,000.00	\$100.00	\$ 5,000.00	\$125.00	\$ 6,250.00	\$150.00	\$ 7,500.00
14	SCDOT Excavatable Flexible Fill - 250 psi (3 ft deep)	700	CY	\$200.00	\$ 140,000.00	\$120.00	\$ 84,000.00	\$175.00	\$ 122,500.00	\$200.00	\$ 140,000.00	\$185.00	\$ 129,500.00
15	Erosion and Sediment Control (to include Sediment Tubes)	5	EA	\$300.00	\$ 1,500.00	\$300.00	\$ 1,500.00	\$300.00	\$ 1,500.00	\$300.00	\$ 1,500.00	\$300.00	\$ 1,500.00
16	Traverse Control (to meet SCDOT approved standards) in City of Columbia traffic control exists at a site and not removed and replaced, no payment will be made for this item.	0.10	AC	\$100,000.00	\$ 10,000.00	\$200,000.00	\$ 20,000.00	\$200,000.00	\$ 20,000.00	\$200,000.00	\$ 20,000.00	\$200,000.00	\$ 20,000.00
17	Traverse Control (to meet SCDOT approved standards) in City of Columbia traffic control exists at a site and not removed and replaced, no payment will be made for this item.	1	LS	\$50,000.00	\$ 50,000.00	\$7,500.00	\$ 7,500.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
SUBTOTAL:				\$ 609,750.00		\$ 582,750.00		\$ 513,000.00		\$ 413,975.00		\$ 315,750.00	
18	Utility (not to exceed 5% of total bid per Section 51.57.2)	1	EA	\$ 48,487.50	\$ 48,487.50	\$ 12,000.00	\$ 12,000.00	\$ 45,000.00	\$ 45,000.00	\$ 40,000.00	\$ 40,000.00	\$ 45,000.00	\$ 45,000.00
TOTAL:				\$ 658,237.50		\$ 594,750.00		\$ 558,000.00		\$ 453,975.00		\$ 360,750.00	
Contingency @ 10%:				\$ 65,823.75		\$ 59,475.00		\$ 55,800.00		\$ 45,397.50		\$ 36,075.00	
TOTAL:				\$ 724,061.25		\$ 654,225.00		\$ 613,800.00		\$ 500,000.00		\$ 396,825.00	

WM4760 WATER MAIN UPGRADE ALONG PRESTON ST REVISED 6/24/24
 BID FORM - GH Smith Construction Inc - 803-622-5139

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	6" DIP Water Main or Equivalent (To include all Fittings, Bends, & Appurtenances)	2,250	LF	\$98.00	\$ 220,500.00
2	6" DIP Joint-Restrained Pipe (to include all Fittings, Bends, & Appurtenances)	225	LF	\$105.00	\$ 23,625.00
3	10"x 6" Tapping Sleeve & Valve with Box, Cover	2	EA	\$5,200.00	\$ 10,400.00
4	6"x 6" Tapping Sleeve & Valve with Box, Cover	3	EA	\$6,200.00	\$ 18,600.00
5	6"x 6" Gate Valve with Box and Cover	4	EA	\$1,700.00	\$ 6,800.00
6	New Fire Hydrant Assembly (to include the Tee, Gate Valve, Thrust Block, Hydrant Lead, & Hydrant)	1	EA	\$7,800.00	\$ 7,800.00
7	Renew & Reconnect Water Services - LONG (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Long Services are considered services that interface with asphalt (To be dry-bored). If it is determined that open cut is required, the Contractor will be required to use a 1' bucket. Contractor required to identify and document unknown existing pipe material on property side and city side of water meter. Include if there was a goose neck on property side of meter.	18	EA	\$2,000.00	\$ 36,000.00
8	Renew and Reconnect Water Services - SHORT (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. Contractor required to identify and document unknown existing pipe material on property side and city side of water meter. Include if there was a goose neck on property side of meter.	16	EA	\$1,600.00	\$ 25,600.00
9	Abandonment of Existing Water Main - Cuts & Caps (Includes Excavation & Backfill)	12	EA	\$3,000.00	\$ 36,000.00
10	Locate and Abandon Existing Gate Valves (Remove valve box and fill with flowable fill)	3	EA	\$300.00	\$ 900.00
11	Saw Cut and Remove Asphalt Pavement. Contractor to be paid by tickets provided to City's Inspector. Truck must be weighed and Ticket provided for each load.	250	TN	\$50.00	\$ 12,500.00
12	Replace Asphalt Pavement (2" Base and 2" Surface Type C). Contractor to be paid by Tickets provided to City's Inspector.	180	TN	\$350.00	\$ 63,000.00
13	Replace Concrete Curbing(seam to seam). Contractor to be paid by tickets provided to City's Inspector.	30	LF	\$200.00	\$ 6,000.00
14	SCDOT Excavatable Flowable Fill - 200 psi (3 ft deep)	750	CY	\$120.00	\$ 90,000.00
15	Erosion and Sediment Control (to include Sediment Tubes)	5	EA	\$500.00	\$ 2,500.00
16	Restoration (to include, but not limited to Sod & Seed Replacement)	0.10	AC	\$200,000.00	\$ 20,000.00
17	Traffic Control (Must meet SCDOT approved standards) If City of Columbia traffic control exists at a site and not removed and replaced, no payment will be made for this item.	1	LS	\$7,500.00	\$ 7,500.00
				SUBTOTAL:	\$ 587,725.00
18	Mobilization/Demobilization (Not to Exceed 5% of Subtotal of all items excluding Mobilization/Demobilization per Specification 15.57.2)	1	LS	\$ 10,000.00	\$ 10,000.00
GH Smith Const - 430 Shuler Ct, Col., SC 29212 803-622-5139				TOTAL BID:	\$ 597,725.00

WM4760 WATER MAIN UPGRADE ALONG PRESTON ST REVISED 6/24/24
 BID FORM

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	6" DIP Water Main or Equivalent (To Include all Fittings, Bends, & Appurtenances)	2,250	LF	\$185.00	\$ 416,250.00
2	6" DIP Joint-Restrained Pipe (to Include all Fittings, Bends, & Appurtenances)	225	LF	\$200.00	\$ 45,000.00
3	10"x 6" Tapping Sleeve & Valve with Box, Cover	2	EA	\$6,500.00	\$ 13,000.00
4	6"x 6" Tapping Sleeve & Valve with Box, Cover	3	EA	\$5,500.00	\$ 16,500.00
5	6"x 6" Gate Valve with Box and Cover	4	EA	\$2,800.00	\$ 11,200.00
6	New Fire Hydrant Assembly (to include the Tee, Gate Valve, Thrust Block, Hydrant Lead, & Hydrant)	1	EA	\$9,500.00	\$ 9,500.00
7	Renew & Reconnect Water Services - LONG (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Long Services are considered services that interface with asphalt (To be dry-bored). If it is determined that open cut is required, the Contractor will be required to use a 1' bucket. Contractor required to identify and document unknown existing pipe material on property side and city side of water meter. Include if there was a goose neck on property side of meter.	18	EA	\$2,500.00	\$ 45,000.00
8	Renew and Reconnect Water Services - SHORT (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. Contractor required to identify and document unknown existing pipe material on property side and city side of water meter. Include if there was a goose neck on property side of meter.	16	EA	\$1,800.00	\$ 28,800.00
9	Abandonment of Existing Water Main - Cuts & Caps (includes Excavation & Backfill)	12	EA	\$1,500.00	\$ 18,000.00
10	Locate and Abandon Existing Gate Valves (Remove valve box and fill with flowable fill)	3	EA	\$500.00	\$ 1,500.00
11	Saw Cut and Remove Asphalt Pavement. Contractor to be paid by tickets provided to City's Inspector. Truck must be weighed and Ticket provided for each load.	250	TN	\$300.00	\$ 75,000.00
12	Replace Asphalt Pavement (2" Base and 2" Surface Type C). Contractor to be paid by Tickets provided to City's Inspector.	180	TN	\$300.00	\$ 54,000.00
13	Replace Concrete Curbing(seam to seam). Contractor to be paid by tickets provided to City's Inspector.	30	LF	\$100.00	\$ 3,000.00
14	SCDOT Excavatable Flowable Fill - 200 psi (3 ft deep)	750	CY	\$175.00	\$ 131,250.00
15	Erosion and Sediment Control (to Include Sediment Tubes)	5	EA	\$200.00	\$ 1,000.00
16	Restoration (to include, but not limited to Sod & Seed Replacement)	0.10	AC	\$200,000.00	\$ 20,000.00
17	Traffic Control (Must meet SCDOT approved standards) If City of Columbia traffic control exists at a site and not removed and replaced, no payment will be made for this item.	1	LS	\$50,000.00	\$ 50,000.00
				SUBTOTAL:	\$ 939,000.00
18	Mobilization/Demobilization (Not to Exceed 5% of Subtotal of all items excluding Mobilization/Demobilization per Specification 15.57.2)	1	LS	\$ 45,000.00	\$ 45,000.00
6/28/2024	Carolina Tap & Bore Inc. 2430 Morningside Dr. W. Columbia SC 29169			TOTAL BID:	\$ 984,000.00

WM4760 WATER MAIN UPGRADE ALONG PRESTON ST REVISED 6/24/24
BID FORM - LAKE MURRAY UTILITY COMPANY, INC.

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	6" DIP Water Main or Equivalent (To include all Fittings, Bends, & Appurtenances)	2,250	LF	\$175.00	\$ 393,750.00
2	6" DIP Joint-Restrained Pipe (to include all Fittings, Bends, & Appurtenances)	225	LF	\$225.00	\$ 50,625.00
3	10"x 6" Tapping Sleeve & Valve with Box, Cover	2	EA	\$7,500.00	\$ 15,000.00
4	6"x 6" Tapping Sleeve & Valve with Box, Cover	3	EA	\$8,500.00	\$ 25,500.00
5	6"x 6" Gate Valve with Box and Cover	4	EA	\$2,500.00	\$ 10,000.00
6	New Fire Hydrant Assembly (to include the Tee, Gate Valve, Thrust Block, Hydrant Load, & Hydrant)	1	EA	\$12,000.00	\$ 12,000.00
7	Renew & Reconnect Water Services - LONG (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Long Services are considered services that interface with asphalt (To be dry-bored). If it is determined that open cut is required, the Contractor will be required to use a 1' bucket. Contractor required to identify and document unknown existing pipe material on property side and city side of water meter. Include if there was a goose neck on property side of meter.	18	EA	\$2,500.00	\$ 45,000.00
8	Renew and Reconnect Water Services - SHORT (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. Contractor required to identify and document unknown existing pipe material on property side and city side of water meter. Include if there was a goose neck on property side of meter.	16	EA	\$2,100.00	\$ 33,600.00
9	Abandonment of Existing Water Main - Cuts & Caps (Includes Excavation & Backfill)	12	EA	\$1,500.00	\$ 18,000.00
10	Locate and Abandon Existing Gate Valves (Remove valve box and fill with flowable fill)	3	EA	\$1,000.00	\$ 3,000.00
11	Saw Cut and Remove Asphalt Pavement. Contractor to be paid by tickets provided to City's Inspector. Truck must be weighed and Ticket provided for each load.	250	TN	\$100.00	\$ 25,000.00
12	Replace Asphalt Pavement (2" Base and 2' Surface Type C). Contractor to be paid by Tickets provided to City's Inspector.	180	TN	\$500.00	\$ 90,000.00
13	Replace Concrete Curbing(seam to seam). Contractor to be paid by tickets provided to City's Inspector.	30	LF	\$125.00	\$ 3,750.00
14	SCDOT Excavatable Flowable Fill - 200 psi (3 ft deep)	750	CY	\$200.00	\$ 150,000.00
15	Erosion and Sediment Control (to include Sediment Tubes)	5	EA	\$250.00	\$ 1,250.00
16	Restoration (to include, but not limited to Sod & Seed Replacement)	0.10	AC	\$100,000.00	\$ 10,000.00
17	Traffic Control (Must meet SCDOT approved standards) If City of Columbia traffic control exists at a site and not removed and replaced, no payment will be made for this item.	1	LS	\$7,500.00	\$ 7,500.00
				SUBTOTAL:	\$ 893,975.00
18	Mobilization/Demobilization (Not to Exceed 5% of Subtotal of all items excluding Mobilization/Demobilization per Specification 15.57.2)	1	LS	\$ 40,000.00	\$ 40,000.00
				TOTAL BID:	\$ 933,975.00

WM4760 WATER MAIN UPGRADE ALONG PRESTON ST REVISED 6/24/24
BID FORM

LAD CONSTRUCTION, LLC

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	6" DIP Water Main or Equivalent (To include all Fittings, Bends, & Appurtenances)	2,250	LF	\$170.00	\$ 382,500.00
2	6" DIP Joint-Restrained Pipe (to include all Fittings, Bends, & Appurtenances)	225	LF	\$250.00	\$ 56,250.00
3	10"x 6" Tapping Sleeve & Valve with Box, Cover	2	EA	\$5,150.00	\$ 10,300.00
4	6"x 6" Tapping Sleeve & Valve with Box, Cover	3	EA	\$5,150.00	\$ 15,450.00
5	6"x 6" Gate Valve with Box and Cover	4	EA	\$2,500.00	\$ 10,000.00
6	New Fire Hydrant Assembly (to include the Tee, Gate Valve, Thrust Block, Hydrant Lead, & Hydrant)	1	EA	\$10,000.00	\$ 10,000.00
7	Renew & Reconnect Water Services - LONG (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Long Services are considered services that interface with asphalt (To be dry-bored). If it is determined that open cut is required, the Contractor will be required to use a 1' bucket. Contractor required to identify and document unknown existing pipe material on property side and city side of water meter. Include if there was a goose neck on property side of meter.	18	EA	\$3,000.00	\$ 54,000.00
8	Renew and Reconnect Water Services - SHORT (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt. Contractor required to identify and document unknown existing pipe material on property side and city side of water meter. Include if there was a goose neck on property side of meter.	16	EA	\$4,000.00	\$ 64,000.00
9	Abandonment of Existing Water Main - Cuts & Caps (Includes Excavation & Backfill)	12	EA	\$2,000.00	\$ 24,000.00
10	Locate and Abandon Existing Gate Valves (Remove valve box and fill with flowable fill)	3	EA	\$2,500.00	\$ 7,500.00
11	Saw Cut and Remove Asphalt Pavement. Contractor to be paid by tickets provided to City's Inspector. Truck must be weighed and Ticket provided for each load.	250	TN	\$100.00	\$ 25,000.00
12	Replace Asphalt Pavement (2" Base and 2" Surface Type C). Contractor to be paid by Tickets provided to City's Inspector.	180	TN	\$350.00	\$ 63,000.00
13	Replace Concrete Curbing(seam to seam). Contractor to be paid by tickets provided to City's Inspector.	30	LF	\$150.00	\$ 4,500.00
14	SCDOT Excavatable Flowable Fill - 200 psi (3 ft deep)	750	CY	\$185.00	\$ 138,750.00
15	Erosion and Sediment Control (to include Sediment Tubes)	5	EA	\$2,000.00	\$ 10,000.00
16	Restoration (to include, but not limited to Sod & Seed Replacement)	0.10	AC	\$350,000.00	\$ 35,000.00
17	Traffic Control (Must meet SCDOT approved standards) If City of Columbia traffic control exists at a site and not removed and replaced, no payment will be made for this item.	1	LS	\$25,000.00	\$ 25,000.00
				SUBTOTAL:	\$ 935,250.00
18	Mobilization/Demobilization (Not to Exceed 5% of Subtotal of all items excluding Mobilization/Demobilization per Specification 15.57.2)	1	LS	\$ 45,000.00	\$ 45,000.00
				TOTAL BID:	\$ 980,250.00



900 N Squirrel Rd
Suite 210
Auburn Hills, MI 48326
United States

Invoicing Address:
Shady Grove Construction, LLC
1540 Dutch Fork Road
Irmo SC 29063
United States
☎ +1 803-781-2516

Shady Grove Construction, LLC
1540 Dutch Fork Road
Irmo SC 29063
United States

Shipping Address:
Shady Grove Construction, LLC, 57575 - Project Address
1200 Simmon Tree Lane
Columbia SC 29201
United States

Project # 57575

Quotation # S08061

Quotation Date:
07/01/2024

Expiration:
07/31/2024

Salesperson:
Daniel Collier

PROJECT DESCRIPTION

Mersino proposes to furnish a wellpoint dewatering system for the 8" valve replacement excavation at the Columbia Metro Plant located at 1200 Simmon Tree Lane, Columbia, SC 29201.

It is understood that the proposed pit will be approximately 20' X 30' and will need to be benched down 5-6ft below grade. The system will consist of a diesel wellpoint pump, up to 100 linear feet of suction header with 20 wellpoints, and up to 200 linear feet of discharge layflat hose.

This pricing for the installation of the well point system includes an excavator with operator, 3 installers and wellpoint sand.

If an excavation extends into/through an impermeable (i.e. clay) layer, additional local pumping by others may be necessary.

Remit payments to: Mersino Dewatering, LLC P.O. Box 675406 Detroit, MI 48267-5406



900 N Squirrel Rd
Suite 210
Auburn Hills, MI 48326
United States

PROJECT SCOPE

MERSINO will be responsible for the following:

- Assistance with the development of standard submittals required of the Contractor by the engineer or owner for the dewatering portion of the project if required.
- Delivery of equipment to the job site
- After installation of system is completed, Mersino can be on site for startup.
- Regular preventative maintenance of the pumps for the duration of the project (oil changes, etc.)
- Demobilization of equipment upon completion
- Insurance coverage for general liability and automobile coverage in the amount of one million per occurrence – no builders' risk policy coverage is provided.
- Drilling and developing wells
- Filter material for wells
- Loader and operator to assist with unloading/loading equipment

Contractor is responsible for:

- The return of this rental agreement signed by an authorized representative of the Contractor, along with a 'Letter of Commencement' or a copy of the performance bond
- Utility Location Call (via 811) for dewatering system location
- All costs incurred by MERSINO associated with site-specific training classes or special PPE gear
- All fuel and fueling operations required for the operation of the dewatering system
- Any and all permits, reports, etc. as required
- Location and staking of utilities and proposed infrastructure
- Access and preparation of the site including, but not limited to, leveling and clearing where needed
- Sound attenuation if required
- Any and all traffic control needed as well as barricades needed to protect the site from passing traffic
- Monitoring the dewatering systems and promptly informing MERSINO of any issues, problems, or concerns with their operation
- Damage to, theft of, or loss of MERSINO equipment from the job site
- Any necessary erosion control measures along with monitoring and filtering of the discharge water before discharge
- All site restoration required as a result of installation, use of the pumping equipment, discharge, removal, or any other work performed by MERSINO
- Payment within 30 days of invoice date – retainage is not accepted

PROJECT COMMENTS

Mersino makes available to all customers our twenty-four-hour pump watch service at the customer's request. If utilized, a trained pump operator capable of operating the system and troubleshooting any potential problems will be provided. The operator will be outfitted with a complete service truck stocked with spare components for a quick response to mechanical failures. This service can be provided at an additional charge.

Remit payments to: Mersino Dewatering, LLC P.O. Box 675406 Detroit, MI 48267-5406



900 N Squirrel Rd
Suite 210
Auburn Hills, MI 48326
United States

Pricing

Description	Quantity	Taxes	Amount
Delivery/Pickup	2.00 Units		\$ 900.00
Mobilization For Well point Install	1.00 Units		\$ 4,025.00
Demobilization for Well Point System	1.00 Units		\$ 4,025.00
Wellpoint System Installation	1.00 Units		\$ 10,926.00
Wellpoint System Teardown	1.00 Units		\$ 7,284.00
Total			\$ 27,160.00

Remit payments to: Mersino Dewatering, LLC P.O. Box 675406 Detroit, MI 48267-5406



900 N Squirrel Rd
 Suite 210
 Auburn Hills, MI 48326
 United States

Rental Pricing

Name	Period	Subtotal
WELLPOINT SYSTEM RENTAL	Month	\$ 5,279.60
Total		\$ 5,279.60

Remit payments to: Mersino Dewatering, LLC P.O. Box 675406 Detroit, MI 48267-5406



900 N Squirrel Rd
Suite 210
Auburn Hills, MI 48326
United States

Equipment List

Name	Quantity	Shift
6" GLOBAL CENTRIFUGAL WELLPOINT PUMP	1.0	Single
6" X 10' QD CRIMPED SUCT HOSE	2.0	
6" SUCT HEADER BY LINEAR FOOT	100.0	
WELLPOINT	20.0	
SWING ARM	20.0	
6" PVC END CAP	2.0	
6" PVC 90 DEG ELBOW	1.0	
6" PVC 45 DEG ELBOW	1.0	
6" STRAIGHT PIPE TEE	1.0	
6" X 50' QD LAYFLAT HOSE	4.0	
6" X 6" FERNCO BOOT	5.0	
6" FERNCO CLAMP	10.0	

TERMS & CONDITIONS

Unless stated otherwise: Quotations are only valid for 30 days; any rental time frame is based upon three days equaling one week and three weeks equaling one (28-day) month; and any quantities mentioned in the pricing schedule are only estimated and will be billed per the actual quantities provided. Payment terms are net 30..

By agreeing to this quotation, you agree and accept the full terms and conditions located at <https://www.mersino.com/terms/DW-Gen-T-and-C.pdf>

Authorized Signature and Title	Date
--------------------------------	------

Remit payments to: Mersino Dewatering, LLC P.O. Box 675406 Detroit, MI 48267-5406



900 N Squirrel Rd
Suite 210
Auburn Hills, MI 48326
United States

Printed Name

Remit payments to: Mersino Dewatering, LLC P.O. Box 675406 Detroit, MI 48267-5406

JUSTIFICATION FOR
Requisition# _____
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure a contractor to remove significant debris from the Metro WWTP grit chambers
(1)

as an emergency procurement from P and S Construction (PASCON)
(2)

The basis for this emergency determination and the reason no other vendor is suitable is:

removal of this material is critical for ensuring that this facility has the available capacity to handle the next storm event. this material is limiting our throughput capacity by 2/3 and without its removal we cannot
(3)
ensure that the metro wwtp will be able to withstand the next storm event that may spike our influent flows with debris and sand. we also cannot attempt to run
the equipment until this material is removed, if we try we run the risk of the material being compacted which would damage all related equipment.

7/30/2024

Date

Amount \$ 89,763.70

W. Frach Echini
Signature of Department Head

7/31/2024
Date

Shannon L. Gzewski
Signature of Purchasing Agent

8/1/2024
Date

Kristine Githara
Signature of Finance Director

8/7/2024
Date

[Signature]
Signature of Asst. City Manager

8/7/2024
Date

Signature of City Manager

Date

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

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

Rev 05/14/18 Form 0102

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.



ESTIMATE #1226

SENT ON:

Jul 29, 2024

RECIPIENT:

City of Columbia

Columbia, South Carolina

SENDER:

P&S Construction Co., Inc.

2111 Two Notch Road
Lexington, South Carolina 29072

Phone: 8033599334

Website: www.pascon.net

Product/Service	Description	Unit Price	Total
Cleaning of PTF Tank	Services with labor and equipment to pump out and clean the PTF tank and dump into City of Columbia provided dewatering boxes onsite at Metro WWTP. Price is per working day at \$8976.37 estimating 7-10 business days to complete although if work takes longer, the city will be invoiced for each day the crew is onsite cleaning the Tank. Price does NOT include Dewatering boxes or dewatering box transportation.	\$8,976.37	\$89,763.70

Total **\$89,763.70**

This quote is valid for the next 30 days, after which values may be subject to change.

Signature: _____ Date: _____



Department of Procurement and Contracts
1800 Main Street, 2nd Floor, Columbia, SC 29201 · Phone 803-545-3470

INTER OFFICE MEMORANDUM

TO: Ms. Wilson

CC:

FROM: Anita Higgins

SUBJECT: Shady Grove Emergency Procurement

ASST. CITY MGR.:

Emergency/Immediate: ☐ Med. Level of Urgency: ☐ Routine: ☐

ACM JUSTIFICATION:

DATE: 7/31/24

COMMENTS:

I have enclosed the subject documentation requesting: approval

(e.g. approval, signature, ratification, information only, review & comment requested, etc.)

[Please check all applicable items below]

This request is a:

- | | |
|--|---|
| ☐ Sole Source Procurement | ☒ Emergency Procurement |
| ☐ Routine/Standard Purchase | ☐ IT related Purchase |
| ☐ Construction Contract | ☐ Professional Services Agreement |
| ☐ Construction Change Order | ☐ Contract Amendment |
| ☐ Contract Extension/Renewal | ☐ New Purchase of Non-IT related Equipment |
| ☐ PO Change / Modification Form | ☐ New Purchase of IT goods or services |

Previously procured item(s) or services: ☒ Yes or ☐ No

Budgeted item with funds readily available: ☒ Yes or ☐ No

Funds transfer will be required to procure
this item or service: ☐ Yes or ☒ No

Please return to Anita Higgins 1800 Main Street 2nd floor, Respectfully requested by _____.

Attachments (____)



900 N Squirrel Rd
Suite 210
Auburn Hills, MI 48326
United States

Invoicing Address:

Shady Grove Construction, LLC
1540 Dutch Fork Road
Irmo SC 29063
United States
☎ +1 803-781-2516

Shady Grove Construction, LLC
1540 Dutch Fork Road
Irmo SC 29063
United States

Shipping Address:

Shady Grove Construction, LLC, 57575 - Project Address
1200 Simmon Tree Lane
Columbia SC 29201
United States

Project # 57575

Quotation # S08061

Quotation Date:
07/01/2024

Expiration:
07/31/2024

Salesperson:
Daniel Collier

PROJECT DESCRIPTION

Mersino proposes to furnish a wellpoint dewatering system for the 8" valve replacement excavation at the Columbia Metro Plant located at 1200 Simmon Tree Lane, Columbia, SC 29201.

It is understood that the proposed pit will be approximately 20' X 30' and will need to be benched down 5-6ft below grade. The system will consist of a diesel wellpoint pump, up to 100 linear feet of suction header with 20 wellpoints, and up to 200 linear feet of discharge layflat hose.

This pricing for the installation of the well point system includes an excavator with operator, 3 installers and wellpoint sand.

If an excavation extends into/through an impermeable (i.e. clay) layer, additional local pumping by others may be necessary.

Remit payments to: Mersino Dewatering, LLC P.O. Box 675406 Detroit, MI 48267-5406



900 N Squirrel Rd
Suite 210
Auburn Hills, MI 48326
United States

PROJECT SCOPE

MERSINO will be responsible for the following:

- Assistance with the development of standard submittals required of the Contractor by the engineer or owner for the dewatering portion of the project if required.
- Delivery of equipment to the job site
- After installation of system is completed, Mersino can be on site for startup.
- Regular preventative maintenance of the pumps for the duration of the project (oil changes, etc.)
- Demobilization of equipment upon completion
- Insurance coverage for general liability and automobile coverage in the amount of one million per occurrence – no builders' risk policy coverage is provided.
- Drilling and developing wells
- Filter material for wells
- Loader and operator to assist with unloading/loading equipment

Contractor is responsible for:

- The return of this rental agreement signed by an authorized representative of the Contractor, along with a 'Letter of Commencement' or a copy of the performance bond
- Utility Location Call (via 811) for dewatering system location
- All costs incurred by MERSINO associated with site-specific training classes or special PPE gear
- All fuel and fueling operations required for the operation of the dewatering system
- Any and all permits, reports, etc. as required
- Location and staking of utilities and proposed infrastructure
- Access and preparation of the site including, but not limited to, leveling and clearing where needed
- Sound attenuation if required
- Any and all traffic control needed as well as barricades needed to protect the site from passing traffic
- Monitoring the dewatering systems and promptly informing MERSINO of any issues, problems, or concerns with their operation
- Damage to, theft of, or loss of MERSINO equipment from the job site
- Any necessary erosion control measures along with monitoring and filtering of the discharge water before discharge
- All site restoration required as a result of installation, use of the pumping equipment, discharge, removal, or any other work performed by MERSINO
- Payment within 30 days of invoice date – retainage is not accepted

PROJECT COMMENTS

Mersino makes available to all customers our twenty-four-hour pump watch service at the customer's request. If utilized, a trained pump operator capable of operating the system and troubleshooting any potential problems will be provided. The operator will be outfitted with a complete service truck stocked with spare components for a quick response to mechanical failures. This service can be provided at an additional charge.

Remit payments to: Mersino Dewatering, LLC P.O. Box 675406 Detroit, MI 48267-5406



900 N Squirrel Rd
Suite 210
Auburn Hills, MI 48326
United States

Pricing

Description	Quantity	Taxes	Amount
Delivery/Pickup	2.00 Units		\$ 900.00
Mobilization For Well point Install	1.00 Units		\$ 4,025.00
Demobilization for Well Point System	1.00 Units		\$ 4,025.00
Wellpoint System Installation	1.00 Units		\$ 10,926.00
Wellpoint System Teardown	1.00 Units		\$ 7,284.00
Total			\$ 27,160.00

Remit payments to: Mersino Dewatering, LLC P.O. Box 675406 Detroit, MI 48267-5406



900 N Squirrel Rd
Suite 210
Auburn Hills, MI 48326
United States

Rental Pricing

Name	Period	Subtotal
WELLPOINT SYSTEM RENTAL	Month	\$ 5,279.60
Total		\$ 5,279.60

Remit payments to: Mersino Dewatering, LLC P.O. Box 675406 Detroit, MI 48267-5406



900 N Squirrel Rd
Suite 210
Auburn Hills, MI 48326
United States

Equipment List

Name	Quantity	Shift
6" GLOBAL CENTRIFUGAL WELLPOINT PUMP	1.0	Single
6" X 10' QD CRIMPED SUCT HOSE	2.0	
6" SUCT HEADER BY LINEAR FOOT	100.0	
WELLPOINT	20.0	
SWING ARM	20.0	
6" PVC END CAP	2.0	
6" PVC 90 DEG ELBOW	1.0	
6" PVC 45 DEG ELBOW	1.0	
6" STRAIGHT PIPE TEE	1.0	
6" X 50' QD LAYFLAT HOSE	4.0	
6" X 6" FERNCO BOOT	5.0	
6" FERNCO CLAMP	10.0	

TERMS & CONDITIONS

Unless stated otherwise: Quotations are only valid for 30 days; any rental time frame is based upon three days equaling one week and three weeks equaling one (28-day) month; and any quantities mentioned in the pricing schedule are only estimated and will be billed per the actual quantities provided. Payment terms are net 30..

By agreeing to this quotation, you agree and accept the full terms and conditions located at <https://www.mersino.com/terms/DW-Gen-T-and-C.pdf>

Authorized Signature and Title	Date
--------------------------------	------

Remit payments to: Mersino Dewatering, LLC P.O. Box 675406 Detroit, MI 48267-5406



900 N Squirrel Rd
Suite 210
Auburn Hills, MI 48326
United States

Printed Name

Remit payments to: Mersino Dewatering, LLC P.O. Box 675406 Detroit, MI 48267-5406



MEETING DATE: August 20, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2024-055 - Granting an encroachment to the University of South Carolina for the use of the right of way area of the 1400 block of Pendleton Street for the installation and maintenance of a sidewalk and a retaining wall adjacent to 1420 Pendleton Street, Richland County TMS# 11304-05-01

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on August 6, 2024.

ATTACHMENTS:

- **#a:** 2024-055 - USC thornwell Encroachment Template (PDF)
- **#b:** 2024-055 - USC thornwell Encroachment full case packet (PDF)

HISTORY:

08/06/24

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2024-055

Granting an encroachment to the University of South Carolina for the use of the right of way area of the 1400 block of Pendleton Street for the installation and maintenance of a sidewalk and a retaining wall adjacent to 1420 Pendleton Street, Richland County TMS# 11304-05-01

WHEREAS, the University of South Carolina (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1400 block of Pendleton Street for the installation and maintenance of a sidewalk measuring approximately three and a half feet (3.5') in width five (5') feet in length and a retaining wall measuring approximately two (2') feet in length one and a half (1.5') feet in height adjacent to 1420 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 _____, 2024, that Grantee is hereby granted the right to use the right of way area of the 1400 block of Pendleton Street adjacent to 1420 Pendleton Street, Richland County TMS#11304-05-01, for the installation and maintenance of a sidewalk measuring approximately three and a half feet (3.5') in width five (5') feet in length and a retaining wall measuring approximately two feet (2') in length one and a half (1.5') feet in height, 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 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.

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

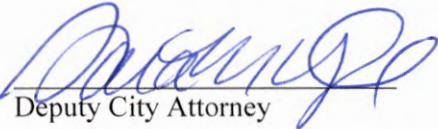
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-055**



**1400 BLOCK OF PENDLETON STREET
ADJACENT TO 1420 PENDLETON STREET
SIDEWALK AND RETAINING WALL**

Subject Property:	Right-of-way adjacent to 1420 Pendleton Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of a sidewalk and retaining wall.
Applicant:	University of South Carolina
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of sidewalks measuring approximately three and a half (3.5') feet in width five (5') feet in length and a retaining wall measuring approximately two (2') feet in length one and a half (1.5') feet in height adjacent to 1420 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.
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City of Columbia

This map was prepared using
the City GIS Viewer

City of Columbia - GIS Division

7/5/2024 8:41 AM



Tax Parcel

Address Point

- Active
- Vacant

Street & Ownership

CFCC, Ownership

- Interstate
- Highway
- City Maintained
- State Maintained
- Private
- Others
- Columbia City Limits

Community Character

DISTRICT NAME

- Heathwood
- Hollywood/Rose Hill
- Shandon
- Sherwood Forest
- Whaley Street

Historic Preservation Overlays

DISTRICT NAME

- Landmark
- Cottontown/Belleuve Architectural Conservation District
- Earlewood Protection Area A
- Earlewood Protection Area B
- Elmwood Park Architectural Conservation District
- Governor's Mansion Protection Area

Granby Architectural Conservation District

Landmark District

Melrose Heights/Oak Lawn Architectural Conservation District

Oakwood Court Architectural Conservation District

Old Shandon/Lower Waverly Historic District Area B (Buffer)

Old Shandon/Lower Waverly Historic District Area A (Main District)

Seminary Ridge Protection Area

University Architectural Conservation District

Wales Garden Architectural Conservation District

Waverly Protection Area

West Gervais Historic Commercial District

West Gervais Historic Protection Area District

Whaley Street Historic Protection Area District

FEMA Flood Hazard Area

FLD_ZONE, ZONE, SUBTY

AE - Floodway

0 0.01 0.01 0.03
mi

CITY OF COLUMBIA GIS DATA DISCLAIMER:

The City of Columbia GIS data represented on this map or plan is the product of the compilation of data 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.



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name	
Thomas Opal	
Company (if applicable)	
University of South Carolina	
Address (street, city, state, zip)	
1206 Flora Street Columbia, SC 29208	
Phone	Email
803-777-7076	tnopal@fmc.sc.edu

2. Property Information

Address	
1420 Pendleton Street / Columbia, SC / 29208	
Tax Map Reference Number(s)	
Parcel #11304-05-01	
Current use	Proposed use
Institutional	Institutional

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.)

The proposed site plan includes sidewalk, wall, and fencing encroaching in the right-of-way.

Wall Height: ± 1.64 ft

Length of Encroachment: ± 2.73 ft

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	
<i>Thomas N Opal</i>	
Print Name	Date
Thomas N Opal	2024/06/04



MEETING DATE: August 20, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2024-059 - Granting an encroachment to MGN Development Group, LLC for the use of the right of way area of the 1100 block of Miller Avenue for the installation and maintenance of landscaping and irrigation adjacent to 1104 Miller Avenue, Richland County TMS# 09209-22-03

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on August 6, 2024.

ATTACHMENTS:

- **#a:** 2024-059 - 1104 Miller template (PDF)
- **#b:** 2024-059 - 1104 Miller Encroachment Case packet for filing (PDF)

HISTORY:

08/06/24

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2024-059

Granting an encroachment to MGN Development Group LLC for the use of the right of way area of the 1100 block of Miller Avenue for the installation and maintenance of landscaping and irrigation adjacent to 1104 Miller Avenue, Richland County TMS# 09209-22-03

WHEREAS, MGN Development Group LLC (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1100 block of Miller Avenue for the installation and maintenance of landscaping and irrigation adjacent to 1104 Miller Avenue, 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 _____, 2024, that Grantee is hereby granted the right to use the right of way area of the 1100 block of Miller Avenue adjacent to 1104 Miller Avenue, Richland County TMS# 09209-22-03, 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.

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

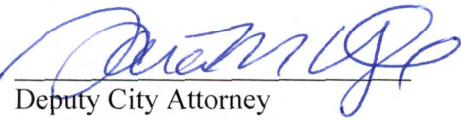
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2024-059**



**1100 BLOCK OF MILLER AVENUE
ADJACENT TO 1104 MILLER AVENUE
LANDSCAPING AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 1104 Miller Avenue
Council District:	1
Proposal:	The applicant is requesting an encroachment for installation and maintenance of landscaping and irrigation.
Applicant:	MGN Development Group LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of landscaping and irrigation adjacent to 1104 Miller Avenue, 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.
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Permanent Encroachment

Application and Checklist

1. Applicant Information

Name Dallas Massey	
Company (if applicable) MGN Development Group, LLC	
Address (street, city, state, zip) 740 Hazelwood Rd, Columbia, SC 29209	
Phone 304-906-7355	Email Dallas@Massey.Engineering

2. Property Information

Address 1104 Miller Ave, Columbia, SC 29203	
Tax Map Reference Number(s) 09209-22-03	
Current use Commercial	Proposed use Commercial

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.)

The proposed project consists of improvements and expansion of the existing parking areas and a 14'x16' addition to the existing building.
Items proposed to be placed within the right-of-way include: driveways, landscaping, and irrigation systems.

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.

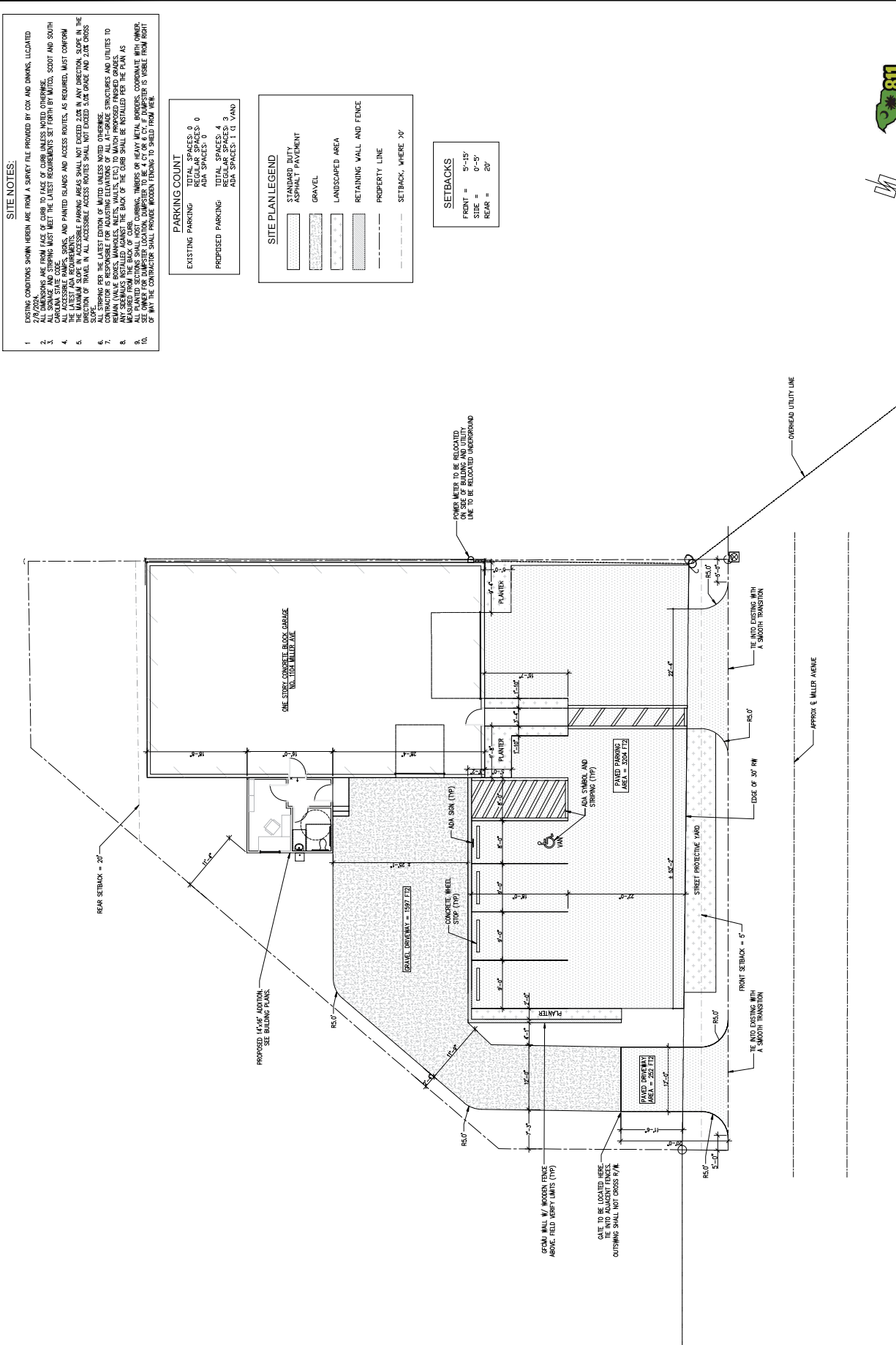
Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

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 Dallas Massey	Date 06/26/2024

PROPOSED SITE PLAN
SCALE: 1/8" = 1'-0"



SITE NOTES:

- EXISTING CONDITIONS SHOWN HEREIN ARE FROM A SURVEY FILE PROVIDED BY COX AND DIMINS, LLC DATED 1/17/2024.
- ALL DIMENSIONS ARE FROM FACE OF CURB TO FACE OF CURB UNLESS NOTED OTHERWISE.
- ALL SIDEWALKS AND STREETS MUST MEET THE LATEST REQUIREMENTS SET FORTH BY MUTO, SCOTT AND SOUTH.
- ALL ACCESSIBLE RAMPS, STAIRS, AND PAINTED ISLANDS AND ACCESS ROUTES, AS REQUIRED, MUST CONFORM TO THE LATEST ADA REQUIREMENTS.
- THE LATEST ADA REQUIREMENTS FOR PARKING AREAS SHALL NOT EXCEED 2.0% IN ANY DIRECTION. SLOPE IN THE DIRECTION OF TRAVEL IN ALL ACCESSIBLE ACCESS ROUTES SHALL NOT EXCEED 5.0% GRADE AND 2.0% CROSS.
- ALL STREETS PER THE LATEST EDITION OF MUTO UNLESS NOTED OTHERWISE.
- CONTRACTOR IS RESPONSIBLE FOR ADJUSTING ELEVATIONS OF ALL AT-GRADE STRUCTURES AND UTILITIES TO THE FINISHED GRADE SHOWN ON THIS PLAN.
- ANY SIDEWALKS INSTALLED AGAINST THE BACK OF THE CURB SHALL BE INSTALLED PER THE PLAN AS SHOWN.
- ALL PAINTED STRIPES SHALL BE LOCATED ON THE CURB OR ON THE SIDEWALK OR ON THE STREET.
- SEE OWNER FOR DUMPSTER LOCATION. DUMPSTER TO BE 4' CY OR 6' CY. IF DUMPSTER IS VISIBLE FROM RIGHT OF WAY THE CONTRACTOR SHALL PROVIDE WOODEN FENCING TO SHIELD FROM VIEW.
- IF ANY THE CONTRACTOR SHALL PROVIDE WOODEN FENCING TO SHIELD FROM VIEW.

PARKING COUNT

EXISTING PARKING	TOTAL SPACES: 0
PROPOSED PARKING	REGULAR SPACES: 4
	ADA SPACES: 1 (1 VAND)

SITE PLAN LEGEND

[Pattern]	STANDARD DUTY ASPHALT PAVEMENT
[Pattern]	GRAVEL
[Pattern]	LANDSCAPED AREA
[Pattern]	RETAINING WALL AND FENCE
[Pattern]	PROPERTY LINE
[Pattern]	SETBACK, WHERE 'X'

SETBACKS

FRONT	= 5'-15'
SIDE	= 0'-5'
REAR	= 20'

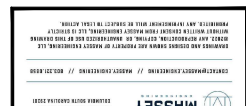
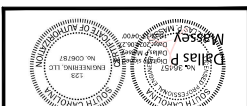


DATE: 6/27/2024
PROJECT: 24-001
DRAWN BY: DPM
DESIGNED BY: DPM
CLIENT: MGN DEV. GROUP

PROPOSED SITE PLAN

1104 MILLER AVE, COLUMBIA, SC 29203

DATE	
DESCRIPTION	
REV.	
REV.	
REV.	
REV.	



DATE: 6/27/2024
PROJECT: 24-001
DRAWN BY: DPM
DESIGNER: DPM
CLIENT: MGN DEV. GROUP

REV.	LANDSCAPE PLAN
REV.	
REV.	
REV.	

DATE	
DESCRIPTION	

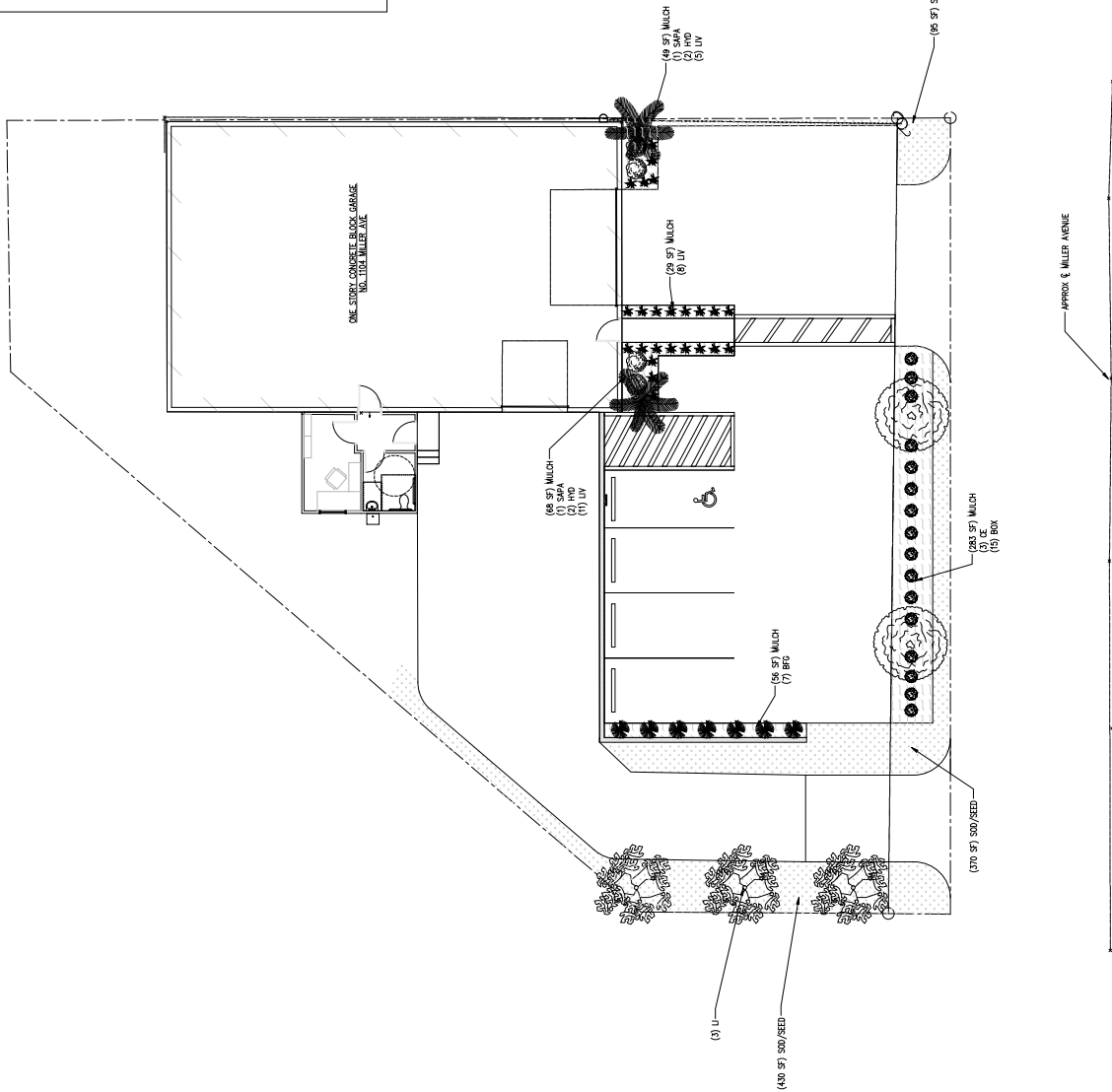


LANDSCAPE LEGEND

 TREES	SAPA	BETULA /COMMON NAME	SIZE	CANOPY	HEIGHT	WIDTH	QUANTITY
	SABA	JANECHAW/SABA	PALLETTO	B&B	8' MIN.	2'	2
	L1	LAGESTHERPANA INDIKA/ "TUSSECRAND'S GRAPE MYRTLE"	POT	POT	8' MIN.	3'	3
	CE	ULMUS PARVIFOLIUM/CHINESE ELM	2.5' GAL B&B	10' MIN.			2
	BUXA	MICROPHYLLA VAR. JAPONICA	3 GAL POT	18"-24"	12'-18"		16
	HWD	HYDRANGEA MACROPETALA "STARFIRE" "ENDLESS SUMMER" HYDRANGEA	3 GAL POT	18"-24"	12'-18"		4
SHRUBS	BT	BUTYRACEAE	SIZE	CANOPY	HEIGHT	WIDTH	QUANTITY
	LIV	LIRIODENDRON VARIAGATA/ "PRINCE OF WALES RED"	1 GAL POT	24" DC			24
	DYG	FRAXINUS ALBOCAPitata/ "HAMELY/HARVEY FOUNTAIN GRASS"	1 GAL POT	48" DC			7
ORNAMENTAL GRASSES	CODE	BETULACEAE /COMMON NAME	SIZE	CANOPY	HEIGHT	WIDTH	QUANTITY
	WALCH	NON-TYPE DOUBLE SHREDED MULCH/MULCH					465 SF
	SED	BETULACEAE /COMMON NAME	SIZE	CANOPY	HEIGHT	WIDTH	QUANTITY
SED/GRASS	CODE	CYNODONTEN D'ARCY/PERMANA GRASS	SIZE	CANOPY	HEIGHT	WIDTH	QUANTITY
	SED	CYNODONTEN D'ARCY/PERMANA GRASS	SIZE	CANOPY	HEIGHT	WIDTH	QUANTITY
	SED	CYNODONTEN D'ARCY/PERMANA GRASS	SIZE	CANOPY	HEIGHT	WIDTH	QUANTITY

LANDSCAPE NOTES:

- [illegible]



LANDSCAPE PLAN
SCALE: 1/8" = 1'-0"



MEETING DATE: August 20, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2024-061 - Granting an encroachment to Richard Burts for the use of the right of way areas of the 1500 block of Main Street and the 1200 block of Hampton Street for maintenance of a historic Seth Thomas clock adjacent to 1500 Main Street, Richland County TMS# 09014-09-16

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on August 6, 2024.

ATTACHMENTS:

- **#a:** 2024-061 - 1500 Main template (PDF)
- **#b:** 2024-061 - 1500 Main Encroachment Case packet for filing with Legal (PDF)

HISTORY:

08/06/24

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2024-061

Granting an encroachment to Richard Burts for the use of the right of way areas of the 1500 block of Main Street and the 1200 block of Hampton Street for maintenance of a historic Seth Thomas clock adjacent to 1500 Main Street, Richland County TMS# 09014-09-16

WHEREAS, Richard Burts (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 1500 block of Main Street and the 1200 block of Hampton Street for the maintenance of a historic Seth Thomas clock measuring approximately eighteen (18') feet in height twenty five (25") inches in diameter adjacent to 1500 Main 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 _____, 2024, that Grantee is hereby granted the right to use the right of way areas of the 1500 block of Main Street and the 1200 block of Hampton Street adjacent to 1500 Main Street, Richland County TMS# 09014-09-16, for the maintenance of a historic Seth Thomas clock measuring approximately eighteen (18') feet in height twenty five (25") inches in diameter, 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.

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:

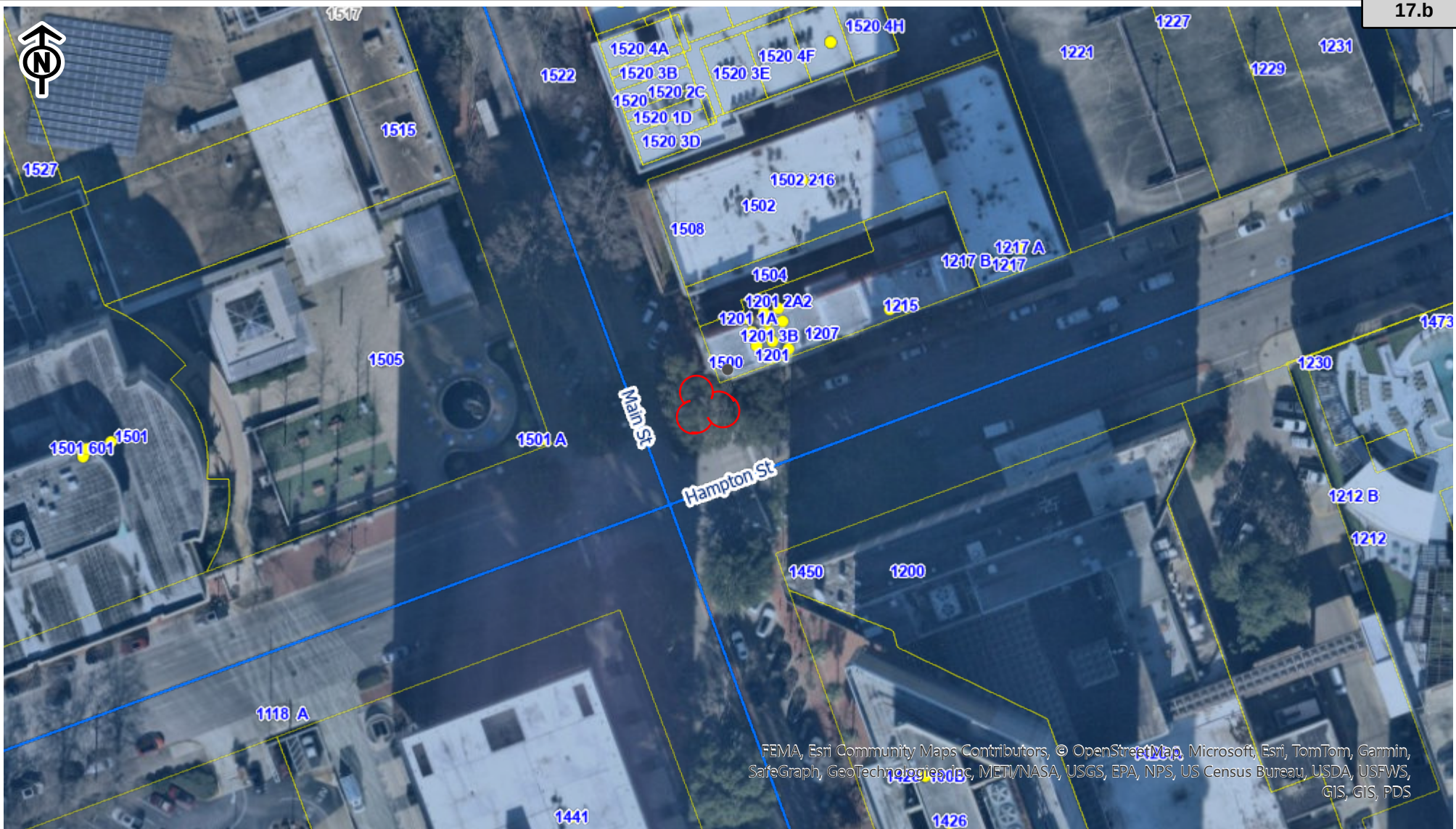
**CITY COUNCIL
ENCROACHMENT SUMMARY
2024-061**



**1500 BLOCK OF MAIN STREET AND 1200 BLOCK OF HAMPTON STREET
ADJACENT TO 1500 MAIN STREET
HISTORIC SETH THOMAS CLOCK**

Subject Property:	Right-of-way adjacent to 1500 Main Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for maintenance of historic Seth Thomas clock.
Applicant:	Richard Burts
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the maintenance of a historic Seth Thomas clock measuring approximately eighteen (18') feet in height twenty five (25") inches in diameter adjacent to 1500 Main 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.
----------------	--



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City of Columbia

This map was prepared using
the City GIS Viewer

City of Columbia - GIS Division

7/17/2024 2:09 PM



Tax Parcel

Address Point

- Active
- Vacant

Street & Ownership
CFCC,Ownership

Interstate

Highway

City Maintained

State Maintained

Private

Others

Columbia City Limits

FEMA Flood Hazard Area

FLD_ZONE, ZONE_SUBTY

- AE - Floodway
- AE - 100yr Flood Plain
- A - No Base Flood Elevation
- X - 500yr Flood Plain

0 0.01 0.01 0.03
 mi

**CITY OF COLUMBIA
GIS DATA DISCLAIMER:**

The City of Columbia GIS data represented on this map or plan is the product of the compilation of data 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.



Permanent Encroachment Application and Checklist

1. Applicant Information

Name RICHARD BURTIS	
Company (if applicable)	
Address (street, city, state, zip) PO BOX 5233 COLUMBIA, SC 29250	
Phone (803) 414-9450	Email RICHARDBURTIS@GMAIL.COM

2. Property Information

Address 1908 clock in public right-of-way, corner of Main and Hampton Streets Affiliated with landmark structure at 1500 Main Street	
Tax Map Reference Number(s) In right-of-way, affiliated with 09014-09-16	
Current use Clock	Proposed use Clock

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.)

Existing historic Seth Thomas clock was installed at this corner in the public right-of-way by 1908. No changes are proposed, the request is to formalize the placement with an encroachment and to keep the clock in place as is.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment Application and Checklist

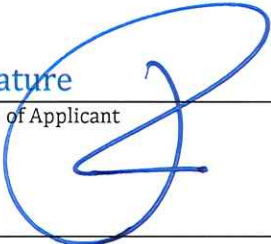
Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

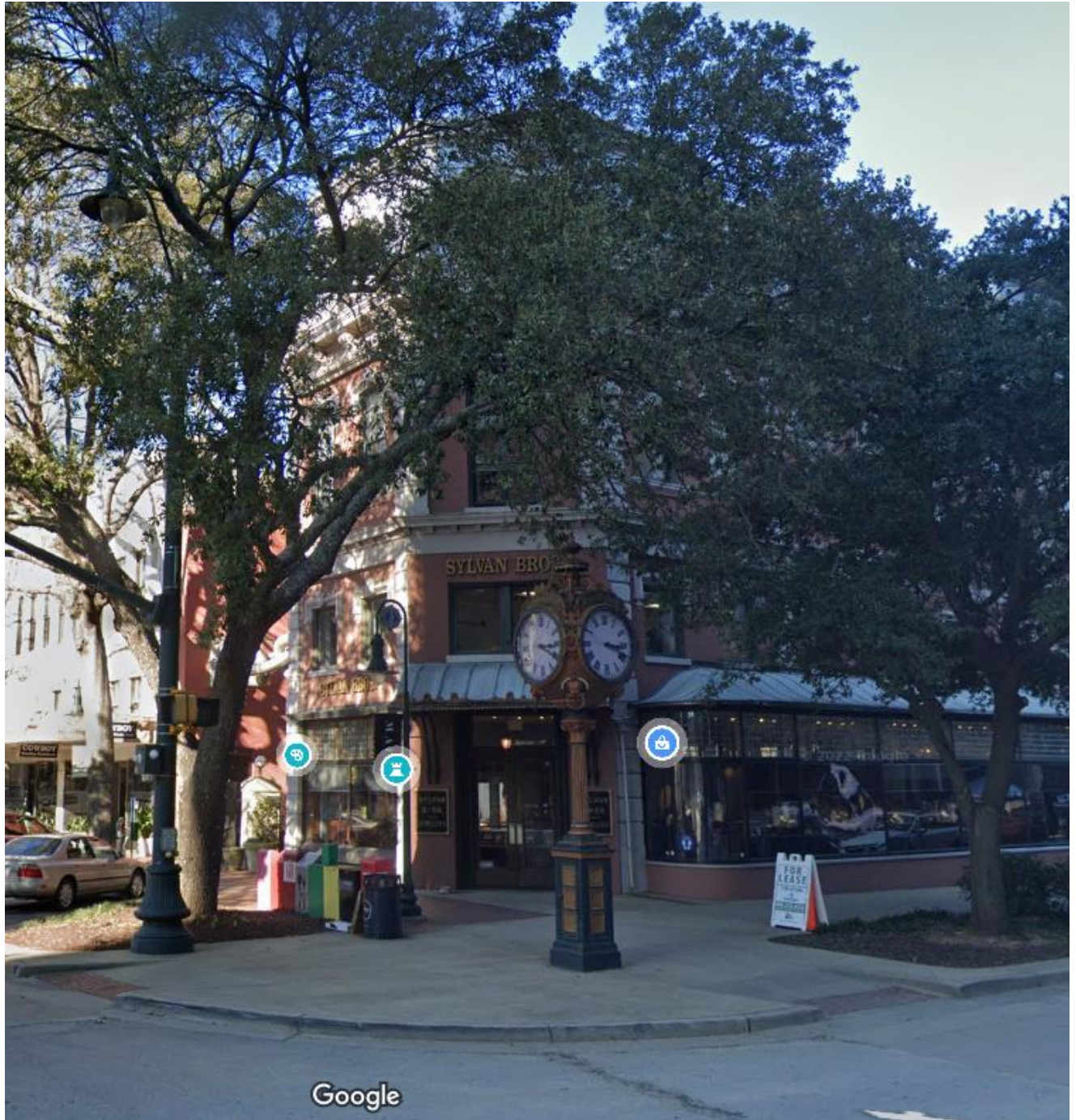
Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

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
RICHARD BURTS	6-21-2024





MEETING DATE: August 20, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2024-062 - Authorizing the City Manager to execute a Right of Entry Agreement and Temporary Construction License with The River Alliance to Construct Saluda Riverwalk Phase 2 and Boyd Foundation Funded Bridge

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on August 6, 2024.

ATTACHMENTS:

- **#a:** Temporary Construction License and Right of Entry Memo_072924 (PDF)
- **#b:** 2024-062 - Agreement bw City and Three River Alliance (PDF)
- **#c:** Agreement - Saluda River Walk Phase 2 V1 Final.pdf.1 (PDF)
- **#d:** Phase II Saluda Greenway License V1 Final.pdf.1 (PDF)

HISTORY:

08/06/24

Columbia City Council

APPROVED ON FIRST READING.



DATE: August 6, 2024

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

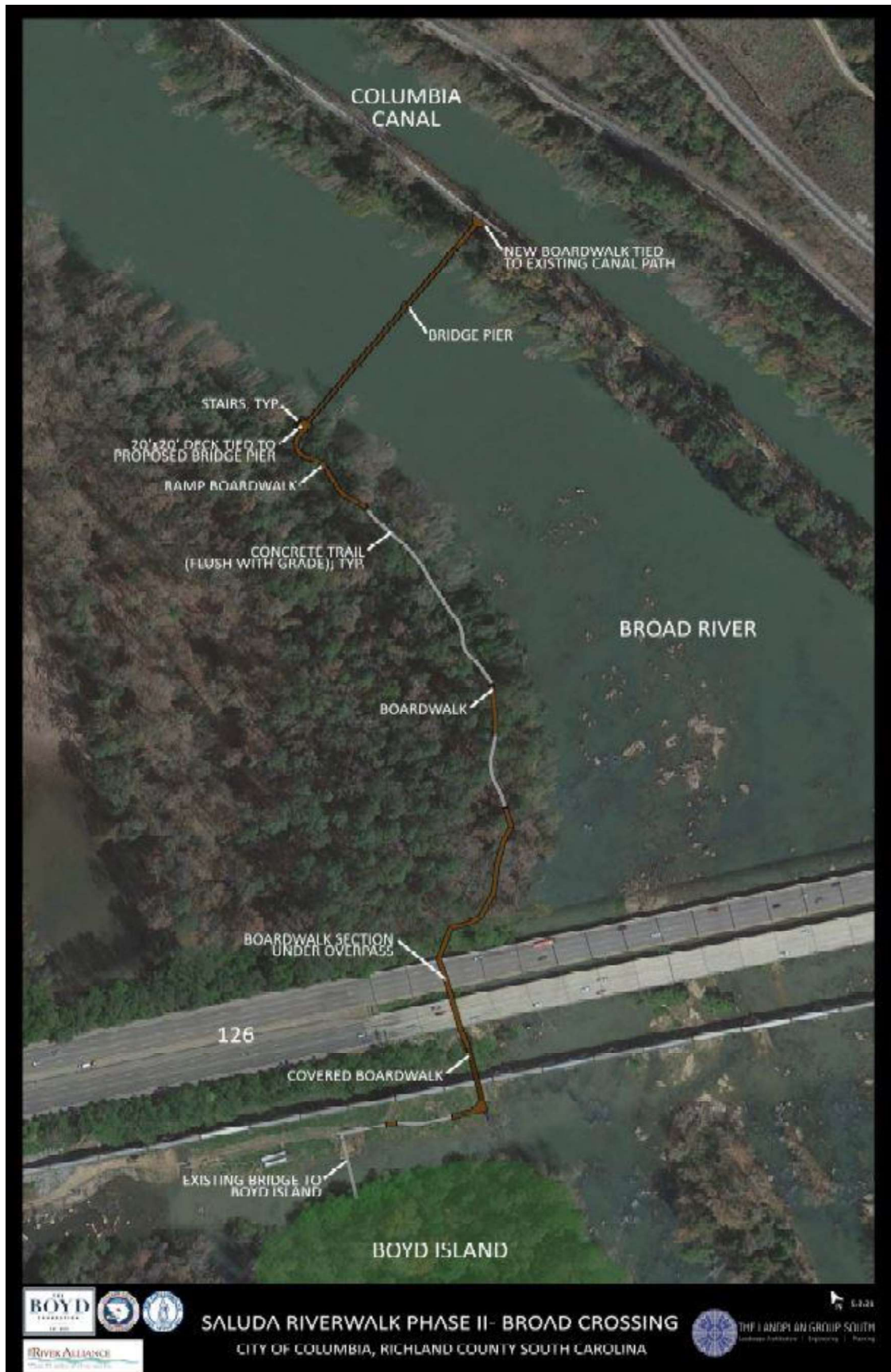
FROM: Mr. Henry Simons, Assistant City Manager, City Administration
Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

SUBJECT: Recommendation for Approval
Temporary Construction License & Right of Entry Agreement with The
River Alliance to Construct Saluda Riverwalk Phase 2 and Boyd
Foundation funded Bridge

The Department of Procurement and Contracts in coordination with City Administration and Columbia Water respectfully request your review and approval of the Temporary Construction License & Right of Entry Agreement with The River Alliance for the construction of the Saluda Riverwalk Phase 2 and Boyd Foundation funded Bridge. The purpose of these documents is to allow The River Alliance and its contractor to construct the landing of the bridge crossing the Broad River on the Canal embankment. The Federal Energy Regulatory Commission requires these documents to ensure that access and construction is performed in accordance with regulatory requirements.

The bridge across the Broad River is part of the greater Phase 2 expansion of the Saluda Riverwalk that will connect to the existing Riverwalk just north of Boyd Island and extend the Saluda Riverwalk across the Broad River, connecting to the Canal and Riverfront Park. The Phase 2 project is shown on the attached figure. Funding for Phase 2 of the project is being provided through Richland County and the Boyd Foundation. Permitting for the new bridge is complete and construction is anticipated to begin before the end of 2024.

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



ORDINANCE NO.: 2024-062

Authorizing City Manager to execute a Right of Entry Agreement and Temporary Construction License with The River Alliance to Construct Saluda Riverwalk Phase 2 and Boyd Foundation Funded Bridge

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this _____ day of _____, 2024 that the City Manager is hereby authorized to execute a Right of Entry Agreement and a Temporary Construction License, or on a form approved by the City Attorney, between the City of Columbia and The River Alliance to proceed with the construction of Saluda Riverwalk Phase 2 and Boyd Foundation Funded Bridge.

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

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) ***RIGHT OF ENTRY AGREEMENT***

THIS RIGHT OF ENTRY AGREEMENT (the "Agreement") is made by and between the City of Columbia ("Grantor") and The River Alliance ("Grantee").

WITNESSETH:

WHEREAS, Grantor hereby grants to Grantee its successors or assigns, a Right of Entry as further described herein, together with the right of ingress and egress at all times necessary for the duration of the design, engineering and permitting necessary for construction of Phase II of the Saluda Riverwalk, a component of the Three Rivers Greenway.

This access includes the property, which Grantor owns, situate, lying and being referred to as TMS R09003-02-01 and TMS R07314-02-05 on the Broad River in Columbia, South Carolina. This is in accordance with the illustration attached as Exhibit "A", which will become a part of the City of Columbia's Three Rivers Greenway and complete the Saluda Riverwalk project.

Grantee and its engineers and consultants will enter the property to accomplish the design, engineering and permitting necessary to construct Phase II of the Saluda Riverwalk. This will include but not be limited to: topographical survey; wetland delineation; identification of protected species; permits for wetland or stream impacts; state navigable waterway permit; letter of map revision or conditional letter of map revision; archeological report; and design drawing. Grantee acknowledges that Grantor has continuous operations on the subject properties along with several critical repair and replacement projects ongoing. All parties will coordinate and cooperate during the term of this agreement.

This access will continue in effect for up to twenty-four (24) months from the date of approval.

TO HAVE AND TO HOLD the aforesaid rights to Grantee, its successors and assigns, as aforesaid.

IN WITNESS WHEREOF, the parties have hereunto have executed this Right of Entry Agreement effective as of the day and year of the last signature hereinbelow.

WITNESSES:

City of Columbia

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 7/24/2024

By: Teresa B. Wilson
 Its: City Manager
 Date: _____

The River Alliance

By: Michael T. Dawson
 Its: Chief Executive Officer
 Date: _____

STATE OF SOUTH CAROLINA)
) TEMPORARY CONSTRUCTION LICENSE
 COUNTY OF RICHLAND)

NOW FOR AND IN consideration of the sum of One (\$1) Dollar, each to the other paid, the receipt of which is hereby acknowledged, the City of Columbia, herein referred to as Grantor, does hereby grant unto The River Alliance, herein referred to as Grantee, its successors or assigns, a temporary construction license and right-of-way as further described herein, together with the right of ingress and egress at all times necessary for the duration of construction of the Phase II Saluda Riverwalk Project as an addition to Columbia's Three Rivers Greenway, to include, but not by way of limitation, staging areas for such construction, construction parking, and access to construction locations. Said license and right-of-way to run through the property which Grantor owns or in which Grantor has an interest, situate, lying and being referred to as TMS numbers R09003-02-01 and R07314-02-05 and identified as the parcels of land located on the western and eastern banks of the Broad River in accordance with the illustration attached as Exhibit "A" which will become a part of the City of Columbia's Three Rivers Greenway and Saluda Riverwalk Project. Said license to contain the right to demolish existing structures on said premises as needed and to remove, replace, or otherwise alter the landscape design of the premises and to construct fixtures upon the premises as may be necessary to complete the project as approved. Grantee acknowledges that Grantor has continuous operations on the subject properties along with several critical repair and replacement projects ongoing. All parties will coordinate and cooperate during the term of this agreement.

Said construction license to continue in effect for up to twenty-four (24) months from the date of this license during the construction of the Boyd Island Project, however, upon completion of said Phase II Saluda Riverwalk Project, the license will terminate and the City will be responsible for maintenance of the premises and improvements as indicated.

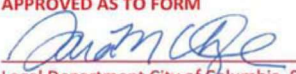
TO HAVE AND TO HOLD the aforesaid rights to the grantee, its successors and assigns, as aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____day of
 _____, 2024 .

WITNESS:

CITY OF COLUMBIA

By: _____
 Its: City Manager

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

7/24/2024

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day
of _____, 2024 , by _____ on behalf of
the

(Name of Officer and Title)

within-named Grantor.

Notary Public for South Carolina
My Commission Expires _____



MEETING DATE: August 20, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Contract for Project SS7565; Lower Kinley Creek Sewer Improvements, as requested by Columbia Water on May 9, 2024. Award to McClam and Associates, Inc., in an amount not to exceed \$11,795,072.30, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date five hundred seventy (570) days from commencement. This contractor is located in Columbia, SC.

REQUISITION NO.: R227337

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Lower Kinley Creek Sewer Improvements - Capital Project Costs (5529999-SS756501-658650). The original budget amount is \$11,795,072.30.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: No

PURPOSE:

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 9% CDBE goal. The CDBE goal was exceeded at 10.25%.

McClam and Associates, Inc. is the prime contractor and will provide sewer replacement services at 84.58% (\$9,069,668.00) of the total contract amount.

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

Mattlane Construction, Inc., a Minority Business Enterprise (W) and a CDBE located in West Columbia, SC, will provide concrete installation at 0.61% (\$65,625.00) of the total contract amount.

Chao & Associates, Inc., a Minority Business Enterprise and a CDBE located in Columbia, SC, will provide surveying at 0.61% (\$65,000.00) of the total contract amount.

L.A. Barrier & Son, Inc., a Minority Business Enterprise (W) and a CDBE located in Lexington, SC, will provide hauling services at 9.03% (\$968,000.00) of the total contract amount.

D. S. Utilities, Inc., located in Little Mountain, SC, will provide clearing services at 0.76% (\$82,000.00) of the total contract amount.

Horizontal Unlimited, located in Westminster, SC, will provide jack and bore services at 4.41% (\$472,500.00) of the total contract amount.

There were two (2) responsive and responsible bids received for this project under BID028-22-23-UJ.

The total construction time allocated for this project is five hundred seventy (570) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$10,722,793.00
Contingency (10%)	\$ 1,072,279.30
Total	\$11,795,072.30

ATTACHMENTS:

- **#a:** Approved Legal Contract - Bid028-23-24-UJ (PDF)
- **#b:** Official Bid Tabulation - Bid028-23-24-UJ (PDF)
- **#c:** McClam revised BIR form (PDF)
- **#d:** Tear Sheet - Bid028-23-24-UJ (PDF)



Department of Procurement and Contracts
1800 Main Street, 2nd Floor, Columbia, SC 29201 · Phone 803-545-3470

INTER OFFICE MEMORANDUM

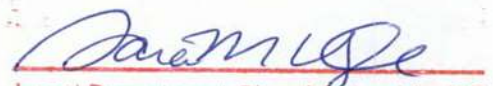
TO: Legal Review

FROM: Gary Porth, Construction Procurement Manager

SUBJECT: Contracts for Bid028-23-24-UJ Lower Kinley Creek Sewer Improvements (SS7565) CDBE

DATE: July 30, 2024

COMMENTS:

APPROVED AS TO FORM

Legal Department City of Columbia, SC

I have enclosed the subject documentation requesting: Review and approval

(e.g. approval, signature, ratification, information only, review & comment requested, etc.)

[Please check all applicable items below]

This request is a:

- | | |
|---|---|
| ☐ Sole Source Procurement | ☐ Emergency Procurement |
| ☐ Routine/Standard Purchase | ☐ IT related Purchase |
| ☒ Construction Contract | ☐ Professional Services Agreement |
| ☐ Construction Change Order | ☐ Contract Amendment |
| ☐ Contract Extension/Renewal | ☐ New Purchase of Non-IT related Equipment |
| ☐ PO Change / Modification Form | ☐ New Purchase of IT goods or services |

Previously procured item(s) or services: ☐ Yes or ☒ No

Budgeted item with funds readily available: ☒ Yes or ☐ No

Funds transfer will be required to
procure this item or service: ☐ Yes or ☒ No

Please return to Gary Porth, Respectfully requested by.

Attachments (☒)

Contract

City of Columbia, South Carolina

Lower Kinley Creek Sewer Improvements (SS7565)

BID028-23-24-UJ

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and McClam & Associates, Inc., with legal address and principal place of business at 1642 Holy Trinity Church Road, Little Mountain, SC 29075, 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 Weston & Sampson.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be five hundred ten (510) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional sixty (60) consecutive calendar days to final completion for a total construction time of five hundred seventy (570) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There will be an additional one hundred eighty (180) consecutive calendar days added after the construction period 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 to include Bid Alternate # 1 at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as Ten Million Seven Hundred Twenty-Two Thousand Seven Hundred Ninety-Three Dollars and Zero Cents (\$10,722,793.00). This Contract also provides for an additional contingency in the amount of One Million Seventy-Two Thousand Two Hundred Seventy-Nine Dollars and Thirty Cents (\$1,072,279.30) 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 **One Thousand Dollars and Zero Cents (\$1,000.00)** 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 Bidder's Response including Bid Form.

9.2.3 This Contract.

9.2.4 Performance Bond.

9.2.5 Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Part 15 "General Specifications", Part 17 "Specifications for Sanitary Sewer", 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 Map.

9.2.10 Addenda numbers 1 to 3, inclusive.

9.2.11 Drawings, numbered G-000 through C-508, inclusive and dated 10/12/2023.

ARTICLE 10. TERMINATION.

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

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the 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

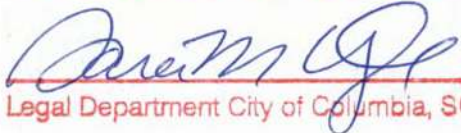
Address for giving notices:

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

Event Number	BID028-23-24-UJ Addendum 3	Organization	City of Columbia, SC
Event Title	Lower Kinley Creek Sewer Service Improver	Workgroup	Purchasing
Event Description	The Pre-Bid Meeting will be held on Tuesda	Event Owner	Ulsylla Johnson
Event Type	IFBs	Email	Ulsylla.johnson@columbiasc.gov
Issue Date	5/9/2024 04:00:05 PM (ET)	Phone	
Close Date	7/9/2024 02:00:00 PM (ET)	Fax	

Official Bid Tabulation

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
mcclam & associates inc	little mountain	SC	7/9/2024 01:09:48 PM (ET)	1	\$10,876,719.00
S.J. Louis Construction, Inc.	Rockville	MN	7/9/2024 01:42:18 PM (ET)	1	\$16,350,000.00

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

APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTR

19.c

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) / SAM.gov Unique Entity ID & CAGE # (REQUIRED)	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)
MattLane Construction	V017559	Concrete Install	\$65,625.00	0.61%	CDBE	FB
Chao & Associates	V001545	Surveying	\$65,000.00	0.61%	CDBE	AM
L.A. Barrier & Son	V000047	Hauling	\$968,000.00	9.03%	CDBE	FB
D.S. Utilities	V006906	Clearing	\$82,000.00	0.76%		
Horizontal Unlimited	V018273	Jack & Bore	\$472,500.00	4.41%		

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 \$ 1,653,125.00

TOTAL CONTRACT AMOUNT: \$ 10,722,793.00

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

Business Name: - McClam & Associates, Inc.

Representative Name/Title: Jesse McClam, PM

Date: 8/8/2024

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

MattLane Construction, Inc.

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

803 673-4623

()

Phone number

()

Fax number

Lauren Matthews

Primary Contact Name

Secondary Contact Name

mattlaneconstruction@gmail.com

Primary Contact Email Address

Secondary Contact Email Address

85-4101613

Federal ID #

Vendor #

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

Chao & Associates, Inc.

Company Name

7 Clusters Court, Columbia, SC 29210

Physical Address

Mailing Address

Columbia, SC

29210

City/State Zip Code + 4

803 772-8420

()

Phone number

803 772-9120

()

Fax number

James Futter

Primary Contact Name

Secondary Contact Name

consult@chaoinc.com

Primary Contact Email Address

Secondary Contact Email Address

57-0848493

V001545

Federal ID #

Vendor #

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

L.A. Barrier & Son, Inc.

Company Name

115 Barrier Lane

Physical Address

Mailing Address

Lexington, SC

29073

City/State Zip Code + 4

803 356-2351

()

Phone number

()

Fax number

Nick Hentz

Primary Contact Name

Secondary Contact Name

nickhentz@labarrier.com

Primary Contact Email Address

Secondary Contact Email Address

57-0530860

V000047

Federal ID #

Vendor #

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

D.S. Utilities, Inc.

Company Name

1642 Holy Trinity Church Rd.

Physical Address

Mailing Address

Little Mountain, SC

29075

City/State Zip Code + 4

803 345-9106

()

Phone number

()

Fax number

Scott Nolff

Primary Contact Name

Secondary Contact Name

snolff@mcclam.net

Primary Contact Email Address

Secondary Contact Email Address

58-2299798

Federal ID #

Vendor #

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

Horizontal Unlimited

Company Name

195 State Rd S-37-217

Physical Address

Mailing Address

Westminster, SC

29693

City/State Zip Code + 4

864 647-1338

()

Phone number

()

Fax number

Richard Hare

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

57-1025352

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #8) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

SS7565 – Lower Kinley Creek Sewer Improvements

Project Description, Background, and Need:

Project SS7565, Lower Kinley Creek Sewer Improvements, includes the replacement of 21-inch diameter sanitary sewer piping along a portion of Kinley Creek for a distance of approximately 11,000 feet with new 27-inch, 30-inch, and 36-inch diameter gravity sewer. The project is located generally along Kinley Creek from the Whitehall neighborhood just west of Piney Grove Road, crossing Piney Grove Road and St. Andrews Road, and ending at the connection to the Lower Saluda outfall line near the Saluda River Pump Station. The purpose of this project is to increase the capacity of the gravity sewer to meet current and projected capacity needs due to growth and development in the surrounding area.

Objectives:

This project provides the necessary sewer capacity for existing and projected growth in the Kinley Creek sub-basin and contributes to providing the necessary overall sewer capacity for the Saluda River basin. The project also contributes to sanitary sewer overflow reduction by enabling this portion of the sewer system to accommodate the design peak storm flows for existing and future development.

Project Type:

Wastewater Capacity Enhancement

Council District:

District 1 and outside Districts

Project Funding:

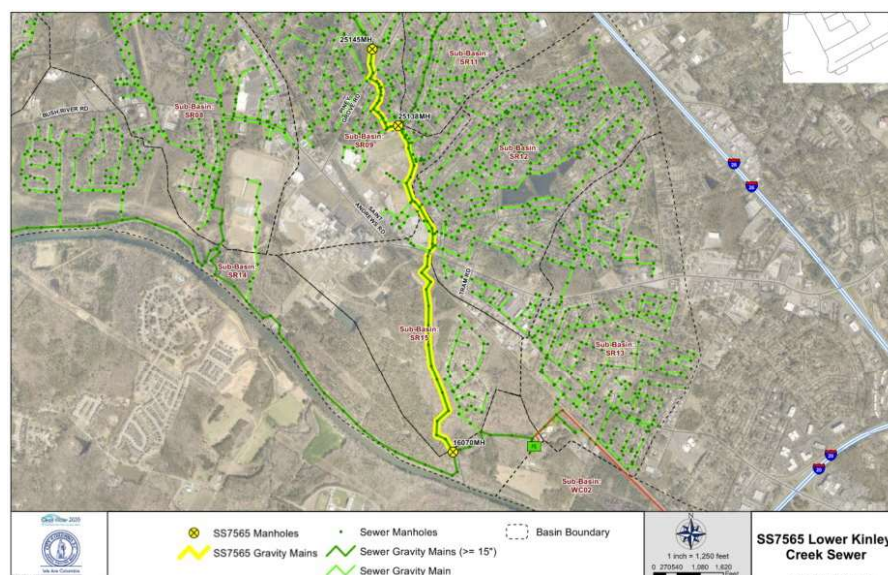
This project is being funded through the City's Wastewater CIP. Construction cost is budgeted at \$10,753,841.03, pending receipt of bids. Professional engineering services will be performed at a cost of \$1.24 MM.

Current Project Status:

Project is currently in the construction bid process. Per the schedule provided by the consultant, construction is anticipated to begin mid-2024.

Project Contact:

Dillon Hodge
Project Manager
803.403.7610 | Michael.Hodge@ColumbiaSC.gov





MEETING DATE: August 20, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Sole Source Contract for the Williams Street Extension Project, as requested by Columbia Water on May 3, 2024. Award to Hussey Gay Bell and DeYoung Inc., as a Sole Source in an amount not to exceed \$2,835,625.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with the option to renew for one (1) additional one-year period. This vendor is located in Columbia, SC.

REQUISITION NO.: R228115

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: State Appropriations Fund - Williams Street Gateway Infrastructure Project - Capital Project Costs (2209999-SC117002-658650). The original budget amount is \$2,835,625.00.

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** WilliamsST Tear Sheet 24 08 14 w schedule (PDF)
- **#b:** APPROVED - 24022656 - Williams Street Extension Contract (PDF)

SC117002 Williams Street Extension

Project Description:

Phase 1 of the project includes the construction of approximately 4,700 feet of new and improved roadway, 4,700 feet of new sidewalks, 3 electric car charging stations, two bike share stations, and other related infrastructure needed to support the roadway. Planning and design of additional phases is also included.

Objectives:

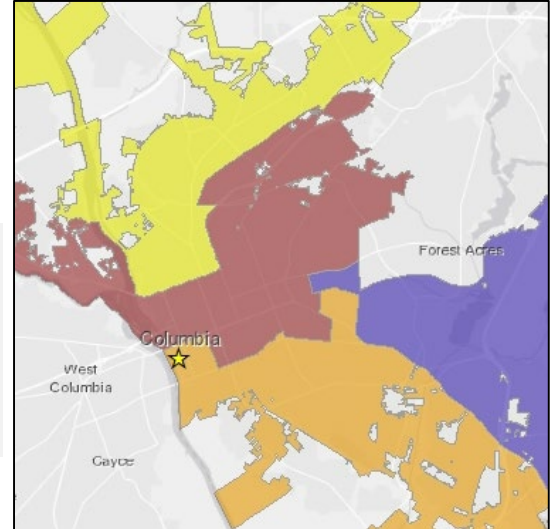
This project aims to improve safety and connectivity within the area between the Congaree River, Huger Street, Gervais Street, and Blossom Street. The project will facilitate future public access to the river, spur economic development and enhance outdoor recreational opportunities.

Project Type:

Design and Construction

Council District:

3



Project Funding:

This project is being funded through the State of South Carolina and the Richland County Transportation Penny. Available funding is estimated at \$ 20,600,000.00, with \$16 Million coming from the State of South Carolina and \$4.6 Million coming from Richland County Transportation Penny program.

Current Project Status:

Project design is underway with 30% plans completed. Council is requested to approve a contract with Hussey, Gay, Bell, and DeYoung in the amount of \$2,835,625, which covers design, permitting, and construction administration services. The Project is anticipated to go to bid in early 2025 with construction beginning Spring 2025.

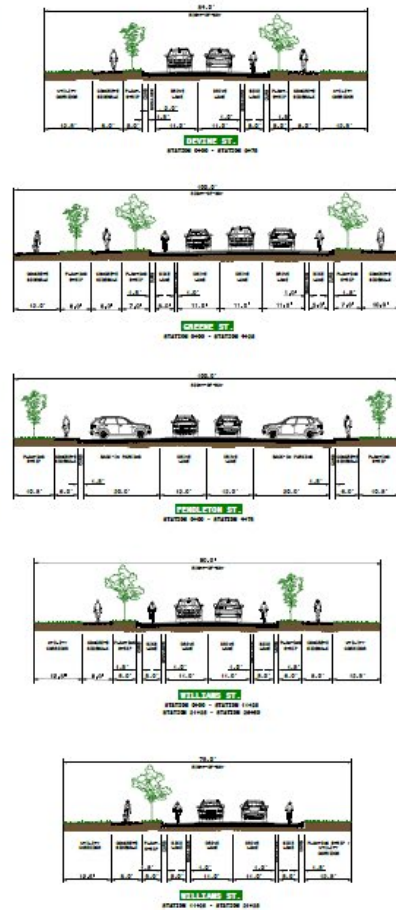
Project Contact:

Dana Higgins, PE
Director of Engineering
803.545.3285 dana.higgins@columbiasc.gov



- LEGEND**
- A NEW WILLIAMS ST. INTERSECTION @ BLOSSOM ST. W/ NEW TRAFFIC SIGNAL
 - B EXISTING TRAFFIC SIGNAL RETIMING @ BLOSSOM ST. & HUGEN ST.
 - C NEW DEVINE ST. INTERSECTION @ HUGEN ST. AND NEW RIGHT TURN LANE OFF OF HUGEN ST.
 - D EXISTING TRAFFIC SIGNAL AT GREEN ST. INTERSECTION @ HUGEN ST.
 - E NEW PENNINGTON ST. INTERSECTION @ HUGEN ST. AND NEW RIGHT TURN LANE OFF OF HUGEN ST.
 - F NEW INTERSECTION OF WILLIAMS ST. @ SENATE ST.

TYPICAL ROADWAY CROSS SECTIONS



GUIGNARD ASSOCIATES LLC

WILLIAMS STREET EXTENSION PROJECT | OVERALL CONCEPTUAL ROADS PLAN

07.22.2024



HUSSEY GAY BELL
Established 1938

Hussey Gay Bell
Williams Street Extension



CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under the procurement method Sole Source for the Williams Street Extension.

1. **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 Hussey Gay Bell, (hereinafter referred to as the Consulting Engineer), to provide professional services for the Williams Street Extension and associated improvements 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 Consulting Engineer shall provide the scope of services/statement of work more fully described in Exhibit A, attached hereto. The Consulting 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 Consulting Engineer or recommended by the Consulting Engineer and approved by the City in writing.

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

4. **TERM OF CONTRACT** – The term of the Contract 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 one (1) year, with the option to renew or continue with work for one (1) additional one (1) year periods at the mutual pleasure of both parties.

The decision whether to extend the Contract, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. The 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 Consulting Engineer shall complete any and all services performed under this Contract within the timeframes as outlined in Exhibit A, attached hereto.
6. **COMPENSATION** – (See Exhibit A)
 - A. The total compensation to be paid by the City to the Consulting Engineer under this Contract shall not exceed Two Million Eight Hundred Thirty-Five Thousand Six Hundred Twenty-Five Dollars and No/100 (\$2,835,625.00).
 - B. The Consulting 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). Consulting 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 shall bear the signature of the Consulting Engineer, 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.

Hussey Gay Bell
Williams Street Extension

C. Invoicing Procedure

Failure of the Consulting 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 Consulting 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 Consulting Engineer has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consulting Engineer must be paid by the Consulting 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 Consulting 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 Consulting Engineer for subsequent work performed unless and until the Consulting 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 Consulting Engineer's sworn statement that it has complied with the prompt payment requirements. The Consulting 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 Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consulting 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 Consulting Engineer or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

The Consulting Engineer must comply with the affirmative action terms and conditions as outlined herein. The

Hussey Gay Bell
Williams Street Extension

Consulting Engineer, shall in the performance of the Contract, 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 Contract, the subcontracting goals are as follows:

SB Goals	_____	%
MBE	_____	%
WBE	_____	%
LSA	_____	%

The Consulting 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 Contract, including any extensions thereof.

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) **Non-applicable** (Remove Non-applicable accordingly) – 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 Consulting Engineer must comply with Mentor-Protégé Program Guidelines. The Consulting Engineer agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consulting Engineer agrees that it has or will enter into a separate contractual Contract 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 Consulting Engineer shall procure and shall maintain during the life of this Contract, 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 Contract, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Contract.

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 Consulting Engineer shall procure and shall maintain during the life of this Contract, Workers Compensation Insurance for all employees to be engaged in work on the project under this Contract, and in case any work is subcontracted, the Consulting 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 Contractors/Consultants/Architects/Engineers Worker Compensation Insurance. The Consulting 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 Contract.

General Liability: The Consulting Engineer 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

Hussey Gay Bell
Williams Street Extension

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 Consulting 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 Consulting Engineer and any Subconsultant of the Consulting Engineer commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, 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 Consulting 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 Consulting Engineer, its Subconsultants, officers, agents and employees of any of the obligations under the Contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Consulting Engineer will also agree to promptly notify the City of any civil or criminal actions filed against the Consulting 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 Contract. 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 Consulting Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consulting Engineer in performing the services required under this Contract. The Consulting Engineer shall be responsible for any costs relating to same.
- B. The Consulting 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 Consulting Engineer to perform the services required under this Contract. 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 Consulting 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/Contracts. The City shall obtain the approvals and/or permits identified by the Consulting Engineer and pay any costs relating to same.
- C. The Consulting Engineer shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Consulting Engineer shall procure a City of Columbia business license while performing services under this Contract.

Hussey Gay Bell
Williams Street Extension

10. **DUTIES UPON TERMINATION** – At termination of this Contract, the Consulting Engineer shall immediately provide the City with all records and data in any format the Consulting Engineer is capable of producing and at no cost to the City, which were generated, created or received by the Consulting Engineer in performance of the services required by this Contract or as the City may deem necessary to perform the required services by the City or the Consulting Engineer's successor. All records shall be free from any proprietary claims or interest. The Consulting 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 Consulting Engineer covenants that Consulting 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 Contract or which is adverse to the interests of the City. The Consulting Engineer further covenants that in the performance of this Contract no person having such interest shall be employed.

The Consulting Engineer is expected to make Consulting 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 Consulting 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 Contract.

12. **TERMINATION OF CONTRACT** – The City may terminate this Contract 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 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 Consulting Engineer fails to perform any of the services required in this Contract 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 Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;
 - E. Upon expiration of the term of this Contract; and
 - F. By mutual Contract.
Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consulting Engineer shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consulting Engineer. In no event shall the Consulting Engineer be entitled to anticipatory profit or damages for any termination under this Contract. In no event shall the Consulting Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.
13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consulting Engineer or any Subconsultant retained by the Consulting Engineer and related to the services required by this Contract shall be the property of the City and shall not be used by the Consulting Engineer for any purpose whatsoever except to perform the services required by this Contract.

Hussey Gay Bell
Williams Street Extension

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consulting Engineer or any Subconsultant retained by the Consulting Engineer and related to the services required by this Contract shall be the property of the City and shall not be used by the Consulting Engineer for any purpose whatsoever except to perform the services required by this Contract.

15. **NOTICE** - All notices and communications in connection with this Contract 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
Email: procurement@columbiasc.gov

Hussey Gay Bell

Name: Travis Basnett, PE
Title: Principal
Address: 1010 Gervais Street, Suite 100
Columbia, SC 29201
Phone: 803-799-0444
Email: tbasnett@husseygaybell.com

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

- A. The services performed by the Consulting Engineer pursuant to this Contract are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consulting Engineer by the City and is incorporated by reference herein. The Consulting Engineer shall perform the services pursuant to this Contract in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consulting 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 Consulting Engineer's possession or control that relate in any manner to the Consulting Engineer's performance under this Contract ("Preserved Documents"). Upon the Consulting Engineer's performance of all services required under this Contract, the Consulting Engineer shall provide the City with all Preserved Documents. In addition to the requirements above, the Consulting Engineer shall provide the City with all Preserved Documents upon termination of this Contract.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consulting 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 Consulting Engineer first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consulting 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 Consulting Engineer's rationale for attributing such delay to a force majeure event. The Consulting Engineer shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consulting 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 Consulting Engineer neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consulting 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 Consulting Engineer that results in the extension of said deadline by the U.S.

Hussey Gay Bell
Williams Street Extension

Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consulting Engineer's failure to perform pursuant to the Contract.

- E. The Consulting Engineer shall perform the services pursuant to this Contract using sound Consulting Engineering practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Consulting Engineer.
- B. The Consulting Engineer shall be responsible for performance of all services required by this Contract. The Consulting Engineer does not act as the City's agent or employee.
- C. The Consulting Engineer will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Consulting 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 Consulting Engineer.
The Consulting 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 Consulting Engineer with regard to any of the requirements, specifications or interpretation of this Contract, the Consulting Engineer agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Contract, if any, shall not be construed against the City.
- E. This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consulting 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 Contract and the performance thereof. The City may seek attorney's fees and the Consulting 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 Consulting Engineer.
- F. This Contract represents the entire Contract between the City and the Consulting Engineer and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both the City and the Consulting Engineer.
- G. The failure of either the Consulting Engineer or the City to insist upon the strict performance of any provision of this Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Contract is subject to City Council approval.

Hussey Gay Bell
Williams Street Extension

- J. The Consulting 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 Consulting 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 Consulting Engineer 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 Consulting Engineer's operations, including, but not limited to the Consulting 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 Consulting 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 Consulting Engineer shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract 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 Consulting Engineer under this Contract are matters of public record, but that the Consulting Engineer agrees that they shall only be made available to any individual or organization by the City and the Consulting 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 Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract 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

Hussey Gay Bell
Williams Street Extension

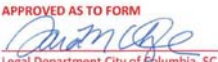
Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date:

APPROVED AS TO FORM

Legal Department City of Columbia, SC
8/9/2024

HUSSEY GAY BELL

Print: Name/Title

Signature

Date:

(Corporate Seal)

Attest

Signature

Date:

Hussey Gay Bell
Williams Street Extension

List of Exhibits

Exhibit A –Statement of Work and Compensation

HUSSEY GAY BELL
— Established 1958 —

August 6, 2024

Dana Higgins, PE, LEED AP
Director of Engineering
Columbia Water
1136 Washington Street
Columbia, SC 29201

**Re: Professional Services Proposal for the Williams Street Extension
+/- 67 Acre Site – City of Columbia – Richland County, South Carolina
Due Diligence, Roadway Planning & Design, Bidding & Award**

Dear Ms. Higgins:

In response to your request, Hussey, Gay, Bell & DeYoung, Inc., Consulting Engineers of S.C. herein referred to as HUSSEY GAY BELL is pleased to submit our fee proposal to provide professional services for the Williams Street Extension and associated improvements, which is described as a proposed Williams Street Extension between Blossom Street and Senate Street (+/- 2,628 LF), Devine Street between Huger Street and Senate Street (+/- 3,354 LF), Greene Street between Huger Street and Williams Street Extension (+/- 299 LF), Pendleton Street between Huger Street and Williams Street Extension (+/- 484 LF), Senate Street between Devine Street and Gist Street (+/- 240 LF) and Off-Site Roadway Improvements shown on the attached Exhibit A. Additionally, the area bound by Huger Street, the proposed Greene Street Extension, the proposed Devine Street Extension and the proposed Williams Street Extension will be mass graded to assist with the road construction in this area. The scope of the work and fee shall be as follows:

Onsite Roadway

I. Topographic Survey - Hussey Gay Bell

- A. Provide planimetric and topographic mapping for this project from a hybrid Aerial Imagery/LiDAR Capture
- B. 1-ft contours will be created of the existing terrain features for the entire +/- 67-acre site
- C. GPI, Inc. will provide the aerial survey data and Hussey Gay Bell will provide ground control and additional field surveys to supplement the aerial data
- D. Only field surveys pertaining to the new roadway project will be performed and does not include areas/additional surveys for the remainder of the overall site
- E. Provide two (2) cross sections of the bottom of the pond/lake located within the subject property
- F. Provide a minimum of eight (8) horizontal and vertical control points along the proposed road alignment
- G. Although a comprehensive boundary survey is not included in this proposal, we will make the necessary ties to the perimeter boundary of the subject property at the proposed road “tie-in” points

- H. All previously surveyed areas by Hussey Gay Bell will be included in the final mapping and will be oriented to the current proposed aeriels survey and included in the final mapping

II. Right-of-Way Plat - Hussey Gay Bell

- A. Prepare a plat of the proposed road Right-of-Way in accordance with the requirements for “Class A” Boundary Surveys as defined in the “Standards of Practice Manual for Surveying in South Carolina” and suitable for recording in the Richland County Register of Deeds office

III. Geotechnical Engineering Services – Schnabel Engineering

- A. Subsurface exploration, including:
- a. Ten (10) SPT soil test borings to refusal, estimated to be 40-ft below ground surface elevation.
 - b. Six (6) SPT soil test borings within the proposed Williams Street alignment to a maximum depth of 25-ft.
 - c. Five (5) borings through existing asphalt pavement to depths of 5-ft.
 - d. One (1) STP soil test boring to the existing 10-ft x 10-ft box culvert to a depth where refusal on rock is obtained or a maximum depth of 40-ft below ground surface elevation.
 - e. Test pit excavations at various locations around the site to further evaluate the composition of existing fill in existing embankment slopes.
- B. Laboratory testing, including:
- a. Moisture Content, ASTM D2216
 - b. Natural Density and Moisture Content, ASTM D7263
 - c. Grain Size Distribution, ASTM D422
 - d. Liquid Limit, Plastic Limit and Plasticity Index of Soils, ASTM D4318
 - e. Moisture-Density (Proctor) Relationships, ASTM D698
 - f. California Bearing Ratio Test, ASTM D1883
 - g. Unconfined Compressive Strength of Rock, ASTM D7012
- C. Geotechnical engineering analysis and report, including:
- a. Estimated subsurface conditions and groundwater levels within the areas explored based on data collected in the subsurface exploration
 - b. Foundation recommendations for spread footings for the proposed 10-ft x 10-ft box culvert extension including a net allowable soil bearing pressure, bearing grades, estimated settlements, minimum dimensions and frost depth
 - c. Earthwork recommendations for construction of load-bearing fill including an assessment of on-site soils for use as fill, subgrade preparation and compaction criteria
 - d. Evaluation of stability of existing slopes and recommendations for new embankment slopes; two (2) slope sections will be evaluated
 - e. Recommendation for overlay or replacement of existing asphalt pavement sections
 - f. Recommended parameters for design of new pavement sections

IV. Roadway Design (+/- 7,005 LF) - Hussey Gay Bell

- A. Coordination with Guignard Associates LLC, the City of Columbia and SCDOT for design and permitting requirements.
- B. The roadway will follow City of Columbia design standards, including striping and signage.
- C. Preparation of Construction Plans for 100% Design of Williams Street Extension between Blossom Street and Senate Street (+/- 2,628 LF), Devine Street between Huger Street and Senate Street (+/- 3,354 LF), Greene Street between Huger Street and Williams Street Extension (+/- 299 LF), Pendleton Street between Huger Street and Williams Street Extension (+/- 484 LF) and Senate Street between Devine Street and Gist Street (+/- 240 LF).
- D. Construction Plans will include:
 - a. Cover Sheet
 - b. Existing Conditions Plan
 - c. Demolition Plan
 - d. Site Plan
 - e. Grading Plan and Roadway Profiles
 - f. Storm Drainage Design
 - g. Water Distribution Plan
 - h. Sanitary Sewer Plan
 - i. Utility Profiles
 - j. Stormwater Pollution Prevention Plan (SWPPP) Phased Erosion and Sediment Control Plans
 - k. Traffic Control Plans
 - l. All Related Details
- E. The scope of work for design will be limited to roadway plan and profile, storm drainage design, water main distribution design, sanitary sewer collection design, and coordination for all other utilities within the road right-of-way including underground power, lighting, and irrigation.
- F. Provisions for off-site storm drainage from Huger Street, including the existing storm drainage line from the Greene Street improvements which travel west down the proposed Devine Street alignment, will be accounted for during design of the roadway improvements.
- G. Attendance to Public Meetings as required.

V. Mass Grading - Hussey Gay Bell

- A. Coordination with Guignard Associates LLC, the City of Columbia and SCDHEC for design and permitting requirements.
- B. Mass Grading for the area bound by Huger Street to the east, the proposed Greene Street Extension to the north, the proposed Devine Street Extension to the south and the proposed Williams Street Extension to the west.
- C. Additional areas along the SC State Credit Union and Kahn properties will also be included and coordinated with the respective Property Owners.

- D. Mass Grading will focus on achieving positive drainage with relation to the proposed Williams Street Extension, remediation of any poor fill materials, and overall ground improvement for construction of the proposed Williams Street Extension corridor.

VI. Flood Study – Schnabel Engineering

- A. Preparation of a flood study in order to place achieve a “no-rise” certification from FEMA. Exact scope and cost will be determined once extent of fill placement is finalized during the Roadway Design process. This cost is an order of magnitude estimate and will be updated once more information is available.

VII. Bridge Design – F&ME

- A. Preparation of construction documents for two (2) bridges – across the Williams Street Extension and Devine Street Extension as shown on Exhibit A. This cost is an order of magnitude estimate and will be updated once more information is available.

VIII. Permitting - Hussey Gay Bell

- A. Planning and Zoning (City of Columbia)
- B. Land Disturbance and NPDES Permit (City of Columbia and SCDHEC)
 - a. Based on previous conversations and in order to speed up the construction process, the project will be broken up into an “Early Site Package” which will be permitted first prior to the final due diligence reports and represent a partial grading effort to support roadway construction.
 - b. A “Final Package” will include the full roadway design as a separate submittal
- C. Roadway Encroachment Permits (SCDOT)

IX. Landscape Architecture – Hussey Gay Bell

- A. Preparation of Landscape Architecture Plans
 - a. Landscape Architect will design and prepare Landscape Architectural Construction Documents to be submitted for permitting. Landscape Architect will attend up to two (2) meetings with the Client to discuss and review Landscape Architectural Plans and review any changes that are required by the City of Columbia staff during the permitting process. The drawings developed during this phase of the project will be used as plans for construction and will include the following:
 - i. Landscape Plans
 - ii. Landscape Details
 - iii. Landscape Performance Specifications
- B. Color Rendered Site Plan
 - a. Landscape Architect will develop a color rendered site plan to be used during public the public engagement portion of the project. The color plan will be developed off of the approved civil

engineering and landscape architectural plans and will be delivered in digital format to the Client.

C. Tree Protection and Irrigation Design

X. Bidding and Award – Hussey Gay Bell

- A. Hussey Gay Bell will coordinate contract documents and specifications for the bidding and award process with the City of Columbia. It is anticipated that the “Early Site Package” will be bid first to a Site Contractor and the “Final Package” will be bid at a later date to a Roadway/General Contractor. These services also include attending the pre-bid, completing Certified Bid Tabulations, and providing a recommendation for award.

XI. Construction Administration and Observation – Hussey Gay Bell

A. Construction Administration

- i. Includes addressing all Requests for Information (RFI), Pay Applications, attendance to an on-site pre-construction meeting, Shop Drawing review, attendance to a Punchlist Walkthrough and preparation of Record Drawings as required for Project Close-Out with the general contractor providing asbuilt information.
- ii. This scope of work will be invoiced per month of construction at a rate of \$10,000/month. An anticipated construction schedule of 24 months has been included for this service.

B. Construction Observation

- a. Includes part-time field observation (approximately 20 hours per week) for the period of roadway construction and full-time field observation (approximately 40 hours per week) for the period of utility construction. This scope includes witnessing required testing, such as roadway proof rolls, pressure testing, etc associated with the proposed improvements.
- b. This scope of work will be invoiced per month of construction on an hourly not to exceed basis. For budgetary estimates, 15 months of roadway construction and 9 months of utility construction have been assumed.
- c. Hussey Gay Bell will notify the City of Columbia during construction at milestones of budget completion to ensure the project schedule is maintained.

XII. Construction Materials Testing – F&ME

- A. Construction Materials Testing for roadway and utility construction. This cost is an order of magnitude estimate and will be updated once more information is available.

XIII. Record Drawings / Project Close-out – Hussey Gay Bell

- A. Preparation of Record Drawings as required by the City of Columbia for Roadway, Storm Drainage, Water and Wastewater.
- B. Punchlist closeout summary and recommendation for Project Closeout.
- C. Coordination with Contractor.

Offsite Roadway (Recommended by Traffic Impact Study)

XIV. Subsurface Utility Investigation (SUE) – Hussey Gay Bell

- A. A subconsultant will locate all underground utilities from the Congaree River along Blossom Street to Huger Street and along Huger Street from Blossom Street to Senate Street. It is estimated that approximately 37,287 LF of lines will be located within this corridor under SUE QL “B” and “C” Services. Four (4) testholes will be documented for SUE QL “A” Services.
- B. This scope does not include the transmission line, gravity sewer, gas line and any utilities near the river. Fee assumes that SUE obtained from the Blossom Street Bridge Project will be released by the client.
- C. Hussey Gay Bell will survey marked utility locations provided by Civil Engineering Consulting Services, Inc. and include in the Topographic and Boundary Survey provided under separate cover.

XV. Offsite Roadway Improvements – Kimley Horn

- A. Huger Street at Senate Street
 - a. New concrete median for ¾ access
- B. Huger Street at Pendleton Street
 - a. New concrete median for ¾ access
- C. Blossom Street at Williams Street
 - a. Traffic Signal design
 - b. Westbound right-turn lane with 100-ft of storage
 - c. Includes widening of Blossom Street from the Congaree River to Huger Street
- D. Blossom Street at Huger Street
 - a. Signal retiming design
 - b. Additional Left-Turn lane from Huger Street to Blossom Street for dual lefts
 - c. Additional Left-Turn lane from Blossom Street to Huger Street for dual lefts
 - d. Includes widening of Huger Street from Senate Street to College Street
- E. Greene Street at Huger Street
 - a. Signal retiming design
- F. Coordination with HDR for Blossom Street Bridge Project
- G. Utility Coordination

XVI. Permitting – Kimley Horn

- A. Land Disturbance and NPDES Permit (City of Columbia and SCDHEC)
- B. Roadway Encroachment and Offsite Improvements (SCDOT)

XVII. Bidding and Award – Hussey Gay Bell

- A. Hussey Gay Bell will coordinate contract documents and specifications for the bidding and award process with the City of Columbia for the Offsite Roadway Improvements. There

services include attending the pre-bid, completing Certified Bid Tabulations, and providing a recommendation for award.

Exclusions

It is Hussey Gay Bell's understanding that the Property Owner is contracting directly for Wetlands Delineation and Preliminary Geotechnical Exploration. Additionally, the below items are excluded from this scope:

- Phase 1 Environmental Site Assessment
- Wetlands Permitting (if required) for any fill placed within Jurisdictional Wetlands
- Lighting Design – Photometric Plan provided by manufacturer

Hussey Gay Bell requests that all information be sent electronically as soon as it is received. Hussey Gay Bell is capable of performing the above referenced scope of work and proposals can be provided for any of these additional services if requested.

Professional Services Fees

Onsite Roadway

I.	Topographic Survey	\$61,000
II.	Right-of-Way Plat	\$10,000
III.	Geotechnical Engineering Services	\$61,000
IV.	Roadway Design (+/- 7,005 LF)	\$875,625
V.	Mass Grading	\$50,000
VI.	Flood Study	\$50,000
VII.	Bridge Design	\$150,000
VIII.	Permitting	\$60,000
IX.	Landscape Architecture	\$40,000
X.	Bidding and Award	\$30,000
XI.	Construction Administration	\$240,000
	Construction Observation - Hourly Not to Exceed	\$526,500
XII.	Construction Materials Testing	\$200,000
XIII.	Record Drawings / Project Close-out	\$50,000

Offsite Roadway

XIV.	Subsurface Utility Investigation (SUE)	\$110,000
XV.	Offsite Roadway Improvements	\$253,000
XVI.	Permitting	\$38,500
XVII.	Bidding and Award	\$30,000

Total \$2,835,625

Reimbursable expenses will include all project printing, local courier cost and overnight shipping. All submittal, review, impact, permit fees associated with the project are the responsibility of the Client.

Schedule

Hussey Gay Bell can begin work within one (1) week of release. The schedule will be broken into two (2) distinct phases – the first being an Early Site Package for the rough grading outside of any conflicts (potential wetlands or streams, floodplains, etc) once the Topographic Survey and Wetlands Delineation are completed and the second being the Final Package for full design of Phase I. The Early Site Package will include a land disturbance permit only. Hussey Gay Bell anticipates a six (6) week design timeframe for permit submittals after Due Diligence is received. Land disturbance permitting typically takes four (4) to six (6) weeks.

This letter proposal, along with the attached Schedule of Hourly Rates, Schedule of Reimbursable Expenses and General Conditions constitutes the entire agreement. This proposal is valid for 30 days. We appreciate the opportunity to continue our relationship with you and are very excited to partner with the City of Columbia and Guignard Associates LLC for a successful project.

Sincerely,

HUSSEY GAY BELL



Travis Basnett, PE
Principal

HUSSEY GAY BELL

— Established 1958 —

Hussey, Gay, Bell & De Young, Inc.
Consulting Engineers, of SC
Columbia, Mount Pleasant, & Greenville

SCHEDULE OF HOURLY RATES – 2023

Rate Effective
4/1/2023

Principal Engineer	215.00
Professional Engineer (Testimony and Preparation)	380.00
Engineer V / Associate	200.00
Engineer IV	175.00
Engineer III	160.00
Engineer II	155.00
Engineer I	150.00
Assistant Engineer	140.00
Landscape Architect III	145.00
Landscape Architect II	130.00
Landscape Architect I	120.00
Technician IV	130.00
Technician III	125.00
Technician II	120.00
Technician I	110.00
Intern Technician	50.00
Senior Project Representative	120.00
Project Representative	105.00
Principal Professional Land Surveyor III	160.00
Professional Land Surveyor II	145.00
One - Man Survey Crew with Robotic Equipment	145.00
One - Man Survey Crew with GPS	150.00
Two - Man Survey Crew	160.00
Three - Man Survey Crew	200.00
Survey CAD Technician	100.00
Senior Administrative	125.00
Administrative	85.00

HUSSEY GAY BELL

— Established 1958 —

Hussey, Gay, Bell & De Young, Inc.
Consulting Engineers, of SC
Mount Pleasant, SC

SCHEDULE OF REIMBURSABLE RATES - 2023

REPRODUCTION COSTS PER PAGE:

Plan Sheets – Bond (B/W)

11 x 17 / 12 x 18	\$ 0.60
24 x 36	\$ 2.15
30 x 42	\$ 3.15

Plan Sheets – Bond (Color - Line)

11 x 17 / 12 x 18	\$ 3.75
24 x 36	\$16.50
30 x 42	\$24.00

Plan Sheets – Bond (Color – Solid Fill)

11 x 17 / 12 x 18	\$ 5.25
24 x 36	\$22.50
30 x 42	\$32.75

Plan Sheets – Mylar (B/W)

24 x 36	\$15.75
30 x 42	\$22.75

Specifications (B/W)

8.5 x 11	\$ 0.20
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CD / Flash Drives

Actual costs including media costs and staff
time at standard rates

OVERNIGHT DELIVERY: Cost + 10%

AUTO MILEAGE: \$0.55 per mile

AIRFARE: Actual Cost (Economy Class – Domestic; Business Class – Foreign)

ROOM & BOARD: Actual Cost

GENERAL CONDITIONS

These GENERAL CONDITIONS are attached to and made a part of the Letter Agreement dated _____, between _____ (Client) and **HUSSEY, GAY, BELL & DEYOUNG, INC.** (Engineer) and pertain to the project described therein.

1. CLIENT'S RESPONSIBILITIES.

1.1 The Client shall make available access by the Engineer to public and private property as is required to perform such investigations as are appropriate to obtain data for development of the Project.

1.2 The Client shall designate in writing a Representative for the work under this Agreement. The Client's Representative shall have complete authority to transmit the Client's instructions, policy and decisions pertaining to the project.

1.3 The Client shall furnish, in writing, any limitations in the overall project budget. This information shall be furnished at the beginning of the project.

2. ENGINEER'S RESPONSIBILITIES.

2.1 Services performed by the Engineer under this agreement will be performed in a manner consistent with the standard of care exercised by other members of the profession currently engaged in similar work in the area and practicing under similar conditions. No representation, either expressed or implied, or no guarantee or warranty is included or intended in this agreement.

2.2 Based on the mutually accepted program of work and Project budget requirements, the Engineer will prepare, for approval by the Client, documents consisting of drawings and other documents appropriate for the Project, and shall also submit to the Client, if part of the Scope of Work, a Statement of Probable Cost for the Project. The Engineer will make every reasonable effort to perform services to accommodate the Client's budgetary limitations pertaining to total project construction cost. However, such limitations will not be cause or reason to require the Engineer to furnish any product or instrument of service that is not consistent with the standard of care as described in Article 2.1.

2.3 A change in scope of work, after the start of work, may influence the fees and the schedule as stated in this proposal. Delay in providing information requested and/or review of documents in a reasonable amount of time is a change in the scope of work. The Client will be notified, as soon as reasonably possible, when a change order has occurred. The notification will include cost and design schedule impact. The fee for changes in the scope of work will be per Article 3, Additional Services, in the General Conditions.

3. ADDITIONAL SERVICES.

3.1 Additional services will be provided upon written agreement signed by both parties. Additional services shall be paid for by the Client as provided in these General Conditions in addition to the compensation for the services described in the Letter Agreement. The following services, if not described in the Letter Agreement, shall be considered Additional Services:

3.1.1 Providing a program study for the Project.

3.1.2 Providing financial feasibility or other special studies.

3.1.3 Providing planning surveys, site evaluation, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions, required for approvals of governmental authorities or others having jurisdiction over the Project.

3.1.4 Providing coordination of Work performed by separate contractors or by the Client's own forces.

3.1.5 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Engineer.

3.1.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

3.1.7 Providing services of consultants other than contracted engineering services for the Project.

3.1.8 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.

3.2 Payment for Additional Services shall be as agreed upon in writing by both parties. Payment shall be based on a lump sum derived from a definitive scope of work developed by the Client and Engineer or on the basis of hourly rate and expenses. Time charges shall be in accordance with the Engineer's Schedule of Hourly Rates, which is attached hereto and is a part of this Agreement. Reimbursable Expenses are as defined in ARTICLE 4 of these General Conditions. Payment for consultants other than the Engineer or services by others shall be paid for at 1.1 times their invoiced amount. Payment for travel by Company or private vehicle shall be made at the rate of \$0.55 per mile.

4. REIMBURSABLE EXPENSES.

4.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Engineer and the Engineer's employees in the interest of Project for the expenses listed in the following Subparagraphs:

4.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for reviews or seeking approval of authorities having jurisdiction over the Project.

4.1.2 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents, excluding reproductions for the office use of the Engineer.

4.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

4.1.4 If authorized in advance by the Client, expenses of overtime work requiring higher than regular rates.

4.1.5 Expense of renderings, models and mark-ups requested by the Client.

4.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by the Engineer.

5. PAYMENT TO THE ENGINEER.

5.1 Billing will be accomplished monthly with payment due upon receipt of the Engineer's invoice. Payment will be credited first to any interest owed to Engineer, and then to principal. Client recognizes that prompt payment of Engineer's invoices is an essential aspect of the overall consideration Engineer requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of invoice date. Any charges held to be in dispute shall be called to Engineer's attention within ten days of receipt of Engineer's invoice. If Client contests an invoice, Client shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

5.2 If the Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

5.2.1 Amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

5.2.2 Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client hereby waives any and all claims against Engineer for any such suspension.

5.3 If after the Effective Date any government entity takes a legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the original terms of this Agreement.

6. CONSTRUCTION COST.

6.1 It is recognized that neither the Engineer nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Engineer.

7. OWNERSHIP OF DOCUMENTS.

7.1 Drawings, Specifications, field data, notes, reports, calculations, test data, estimates and other documents as instruments of service are and shall remain the property of the Engineer whether the Project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Client's use and occupancy of the Project. The Client shall also be permitted to retain electronic copies of all data, drawings, models, specifications and other documents that have been prepared in connection with specific projects. The Client may utilize the aforementioned work products for which the Engineer has been paid. Reuse of such data or information by the Client for any purpose other than that for which prepared shall be at the Client's sole risk, and the Client agrees to defend and indemnify Engineer for all claims, damages, costs, and expenses arising out of such reuse by the Client.

7.2 One set of deliverables including maps/prints/reports will be submitted for each project as appropriate. Terms for provision of additional copies and other deliverable requirements will be established as part of each project scope of work. Electronic copies of all deliverables will be made available to the Client if requested. The exact file format of the deliverable will depend on the project goals and software utilized by the Engineer, and shall be coordinated with the Client as part of the project. The Engineer shall retain these records for a period of two (2) years following their completion during which period additional paper copies and electronic files will be made available to the Client at reasonable times.

7.3 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Engineer's rights.

7.4 Only documents that are hard copies and have been signed and sealed by a representative of Engineer are documents of record for this project. The documents of record have been

GC 5 of 6

produced for this project only and for a given time. The documents are not to be used for any other project, or any other location, or and after two years beyond their date of issuance. The use of these documents on other projects or at a time other than as stated may have an adverse effect. All other documents, including electronic files, are documents for information only and are not documents of record.

8. TERMINATION OF AGREEMENT.

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 This Agreement may be terminated by the Client upon at least seven days' written notice to the Engineer in the event that the Project is permanently abandoned.

8.3 In the event of termination not the fault of the Engineer, the Engineer shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

9. ABANDONED OR SUSPENDED WORK.

9.1 Nothing in this Agreement nor in any document, report or opinion of the Engineer shall infer or imply that the Engineer's Services will be furnished on a contingent basis.

9.2 If the Project or any part thereof is abandoned or suspended in whole or in part by the Client for any reason other than for default by the Engineer, the Engineer shall be paid for all services performed prior to receipt of written notice from the Client of such abandonment or suspension.

10. INDEMNIFICATION.

10.1 The Engineer shall indemnify and hold the Client harmless from claims, liability, losses, and causes of action to the extent caused by any willful or negligent act, error, or omission of the Engineer, including those parties contracted by the Engineer as subcontractors, incidental to the performance of the Services under this Agreement.

11. LIMITATION OF LIABILITY.

11.1 Work to be performed and services rendered by the Engineer under this Agreement are intended for the sole benefit of the Client. Nothing herein shall confer any rights upon others or shall refer any duty on the part of the Engineer to any person or persons not a party to this agreement including, but not limited to, any contractor, sub-contractor, supplier, or any agent, employee, insurer, or surety of such person or persons.

GC 6 of 6

11.2 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to enforce safety requirements set forth by Federal, State and Local agencies. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

11.3 The Client agrees to limit the Engineer's and its employees' liability to the Client and to all construction Contractors and Subcontractors on the project, due to the Engineer's negligent acts, errors, or omissions to meet the professional service standard of care requirements, such that the total aggregate liability of the Engineer to those named shall not exceed \$2,000,000 and the per claim liability shall not exceed \$1,000,000. This Client standard liability cap shall apply to all projects under this agreement including associated addenda, and any change orders for specific projects. This standard liability cap may be adjusted for distinct individual projects by mutual written consent of both parties as warranted by specific project conditions.

11.4 Engineer, its principals, employees, agents or consultants shall perform no services relating to the investigation, detention, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials except as specifically provided for in the Letter Agreement. The Engineer shall have no liability for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials") except as specifically provided for in the Letter Agreement.

12. MISCELLANEOUS PROVISIONS.

12.1 This Agreement shall be governed by the law of the principal place of business of the Engineer.

12.2 The Client and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor the Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

12.3 This Agreement represents the entire and integrated agreement between the Client and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Engineer.

Revised 3-10-16



WILLIAMS STREET EXTENSION PROJECT | HGB PROPOSAL EXHIBIT A

FOR CITY OF COLUMBIA
COLUMBIA, SC

AUGUST 18, 2024



HUSSEY GAY BELL
Established 1958

0 200 400
Feet



MEETING DATE: August 20, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2024-074 - Authorizing the City Manager to execute a First Amendment to the Agreement between Guignard Associates LLC and the City of Columbia

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2024-074 - First Amendment to Guignard Agreement (PDF)
- **#b:** GRNDAS First Amendment Delivery v3 (PDF)

RESOLUTION NO.: R-2024-074

Authorizing the City Manager to execute a First Amendment to the Agreement between Guignard Associates LLC and the City of Columbia

WHEREAS, Resolution No. R-2023-025 enacted by City Council on March 21, 2023 authorized the City Manager to execute an Agreement between the City of Columbia and Guignard Associates LLC for acceptance of donated property identified as portions of property adjacent to the Congaree River for development of the Columbia Riverfront Gateway Project.

WHEREAS, City and Landowner desire to amend the Agreement for the purpose of permitting the conditional transfer of the Conveyance Area to the City prior to complete satisfaction of the Conditions Precedent without waiving the fulfillment of the conditions set forth in the Agreement; and,

WHEREAS, City and Landowner desire to further amend the Agreement for the purposes of acknowledging the intent to proceed with expanding public infrastructure beyond the scope of work currently being designed (as reflected in Exhibit A) and thus, collaborate for the expanded scope of work as conceptually reflected in Exhibit B; and, NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2024, that the City Manager is authorized to execute the attached First Amendment to Agreement between Guignard Associates LLC and the City of Columbia or on a form to be approved by the City Attorney for the purpose of permitting the conditional transfer of the Conveyance Area to the City prior to complete satisfaction of the Conditions Precedent without waiving the fulfillment of the conditions set forth in the Agreement and for the purposes of acknowledging the intent to proceed with expanding public infrastructure beyond the scope of work currently being designed (as reflected in Exhibit A) and thus, collaborate for the expanded scope of work as conceptually reflected in Exhibit C.

Requested by:

Assistant City Manager Gentry

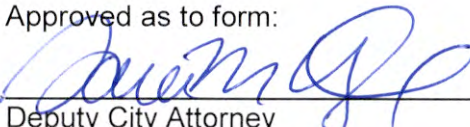
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT WORK

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (this "First Amendment") is made and entered into this ____ day of _____, 2024, by and between **GUIGNARD ASSOCIATES LLC**, a South Carolina limited liability company (the "Landowner") and **THE CITY OF COLUMBIA**, a municipal corporation (the "City"). Capitalized terms not otherwise defined

WITNESSETH:

WHEREAS, pursuant to Agreement dated as of April 5, 2023, Landowner and City entered into certain covenants and agreements regarding the Gateway Project, including but not limited to, agreements concerning Landowner's donation of the Conveyance Area for the benefit of the Gateway Project; and

WHEREAS, the Agreement also provided that the Landowner would contract for, and have prepared, the preliminary Design Documents (the "Preliminary Documents") for the Gateway Project and the cost therefore would be reimbursed to Landowner by City; and,

WHEREAS, the Preliminary Documents have been completed by Landowner and are as described in Schedule A attached hereto and incorporated herein; and,

WHEREAS, City has approved the Preliminary Documents and Landowner and City desire to provide for the assignment thereof to City for use in preparation of final Design Documents sufficient for City to obtain all necessary governmental permits and approvals for the construction of the Gateway Project and the finalization of the Construction Contract (hereinafter, the "Construction Drawings")

WHEREAS, City shall be responsible for the preparation of the final Design Documents and the Construction Drawings; and,

WHEREAS, certain bidding and procurement requirements to which the City is subject may require, as a condition of soliciting competitive bids for the Construct Contract or as a condition to commencement of preparation of the final Design Documents and Construction Drawings, that the Conveyance Area be owned by City at the time such solicitation is published; and,

WHEREAS, City and Landowner desire to amend the Agreement for the purpose of permitting the conditional transfer of the Conveyance Area to the City prior to complete satisfaction of the Conditions Precedent without waiving the fulfillment of the conditions set forth in the Agreement; and,

WHEREAS, City and Landowner desire to further amend the Agreement for the purposes of acknowledging the intent to proceed with expanding public infrastructure beyond the scope of work currently being designed (as reflected in Schedule A) and thus, collaborate for the expanded scope of work as conceptually reflected as Phase 2 in Exhibit C; and,

WHEREAS, the City and Landowner acknowledge that the funds currently available for the public infrastructure on the project site bounded by Huger, Senate, Blossom and the River may not be sufficient to complete design and construction in totality; and,

WHEREAS, the City and Landowner acknowledge the intent to work collaboratively on the expanded scope to maximize the use of the funds available for use on public infrastructure components that support maximizing the community and economic impact of the proposed development; and,

WHEREAS, the City and Landowner agree to work in a collaborative manner to seek additional funds, if needed for the expanded scope of work as reflected in Exhibit C; and,

WHEREAS, the City and Landowner acknowledge this agreement does not create an obligation of funding by the City beyond the amount that is already available to the project; and,

WHEREAS, the Property is the subject of that certain Innovista Master Plan prepared by Sasaki Associates, dated February 2007, which is incorporated herein by reference (the “Master Plan”); and,

WHEREAS, the Master Plan envisions the redevelopment of a former industrial district into a vibrant, mixed-use urban neighborhood with a world-class waterfront park (the “Park”) on the Property, while recognizing significant development opportunities in the areas adjacent to and near the Conveyance Area; and,

WHEREAS, Landowner continues to advance and implement certain aspects of the Master Plan through the further design and engineering of the areas where development opportunities exist, and the design and identification of programmatic elements of the waterfront park; and,

WHEREAS, the development opportunities and waterfront park are wholly dependent upon the completion of the Gateway Project for access; and,

WHEREAS, the Gateway Project is wholly dependent upon the donation of the Conveyance Area and its pursuit must take into consideration the contribution of the Landowner and its ongoing efforts to bring the Gateway Project to fruition as a benefit to the growth, revitalization and sustainability of key corridors of the City of Columbia; and,

WHEREAS, any expanded scope of work associated with Exhibit C is also wholly dependent upon the donation of the Conveyance Area and its pursuit must take into

consideration the contribution of the Landowner and its ongoing efforts to bring the Project and the Park to fruition as a benefit to the growth, revitalization and sustainability of key corridors of the City of Columbia; and,

WHEREAS, due to the passage of time, and for the effective administration of the Agreement from and after the date of this First Amendment, certain other amendments and modifications are necessary to carry out the intentions and objectives of the Agreement;

NOW, THEREFORE, in consideration of the sums as set forth herein and for the mutual covenants included herein, City and Landowner agreement to amend the Agreement as follows:

1. **Preliminary Documents; Assignment and Assumption.** City, by executing herein, acknowledges, confirms and agrees that it has approved the Preliminary Documents described in Schedule "A" attached hereto. Subject to the second paragraph hereof, Landowner hereby assigns, grants, and conveys unto the City the right, use, and benefit of the Preliminary Documents for the express purpose of the preparation of the final Design Documents and the Construction Drawings. Landowner covenants and agrees that it shall take all necessary action to confirm the transfer of the Preliminary Documents to the City and the consent of the design professionals and firms responsible for the preparation thereof in order to provide City with the full use and enjoyment of the Preliminary Documents. City covenants and agrees that it shall diligently pursue the completion of the final Design Documents and Construction Drawings as required by the terms of the Agreement and acknowledges that such actions shall be at the sole cost and expense of City. Provided; however, the final Design Documents and Construction Drawings shall be acceptable to Landowner in its commercially reasonable discretion in accordance with Section 3(b)(iii) of the Agreement.

2. **Construction of Gateway Project.** It is acknowledged and agreed between City and Landowner that construction of the Gateway Project, , may occur in phases where component sections or parts are constructed at intervals. City has prepared, and Landowner has approved, the attached Budget for the construction of the Gateway Project, which is attached hereto in **Exhibit "B"** and is intended to represent Exhibit "B" to the Agreement. City agrees that it shall solicit bids for the Construction Contract consistent with the total cost to construct the Gateway Project as set forth in the Budget.

As set forth in the Budget, the City further covenants and agrees that that it shall reimburse Landowner for the costs of preparation of the Preliminary Documents to date in an amount equal to \$79,842.94 (the "Preliminary Documents Reimbursement"), and a secondary reimbursement for any final amounts paid by Landowner for any outstanding or unpaid invoices related to the preparation of the Preliminary Documents (the "Final Documents Reimbursement"), which shall be payable to Landowner within sixty (60) days of such reimbursement request to the City. This request shall be submitted no later than 30 days after substantial construction completion of the project. The Preliminary Documents shall be subject to security interest in favor of Landowner as a secured party securing City's obligations to tender the Preliminary Documents Reimbursement to Landowner, which shall

be a lien and encumbrance against the Preliminary Documents until such time as City has paid the Preliminary Documents Reimbursement in full. This paragraph shall be a security agreement under the South Carolina Uniform Commercial Code, enforceable in accordance with the provisions thereof.

3. **Gateway Project Coordination and Collaboration.** City acknowledges and affirms the integral nature of the Conveyance Area and the efforts of Landowner in pursuing the Gateway Project with it being further acknowledged that but for the donation of the Conveyance Area and the within described efforts of the Landowner, the Gateway Project would be incapable of completion. In recognition of the direct, secondary, and ancillary impacts of the Gateway Project to the Property of Landowner, both physical and economic, anticipated and unanticipated, City agrees that Landowner shall have the right to approve, in Landowner's commercially reasonable discretion, any Design Document prepared for the City and the design contract to which such Design Document relates, the approval of which shall not be unreasonably withheld. In addition thereto, and in further recognition of the contributions of Landowner, and the impacts of the Gateway Project to the Property of Landowner, City further agrees that Landowner's designated representative shall be named to, and be a part of, any planning, design and construction team or body ("Design and Construction Teams") appointed or formed by City for the furtherance of the Gateway Project with such authorizations necessary to provide Landowner with full participatory involvement therein. The foregoing provision is intended to supplement the covenant and agreement between City and Landowner contained in Section 10 (i) of the Agreement, it being acknowledged and affirmed that the provisions of this Section 2 and Section 10 (i) of the Agreement are, and shall be, material inducements to Landowner's entry into the Agreement and this First Amendment, the absence of which would render the Landowner unwilling and unable to contribute the Conveyance Area to City for the Gateway Project.

4. **Recordation of Deed and Reverter; Construction Contract.** Landowner acknowledges that the procurement and bidding requirements to which the City may be subject pursuant to applicable law, rule, regulation or ordinance, may require that City hold fee simple title to the Conveyance Area prior to soliciting bids for the Construction Contract or as a condition to commencement of preparation of the final Design Documents and Construction Drawings. Landowner covenants and agrees, upon not less than ten (10) days' Written notice from City of such condition(s), to execute, deliver and record the Deed conveying the Conveyance Area to the City based upon surveyed descriptions thereof derived from the Preliminary Documents, subject to a right of reversion of fee simple title unto Landowner in accordance with the terms of this Section 3 (the "Reverter Deed"). Provided; however, Landowner shall not be required to execute and deliver the Reverter Deed until such time that the Appraisal has been delivered to, and approved by, Landowner in accordance with Section 3(b)(vii) of the Agreement.

The Reverter Deed, and the right of reversion contained therein, shall incorporate and be subject to the satisfaction of any and all Conditions Precedent which remain unsatisfied at the time of recordation thereof such that if the Conditions Precedent are not wholly fulfilled on or before the date provided in Section 4(i) of the Agreement, Landowner shall have the right to cause a statement of reverter to be recorded in the Richland County Register

of Deeds which shall confirm reversion of title unto Landowner without the necessity of further action or consent of City. Notwithstanding the foregoing, City agrees to execute and deliver any instrument confirming reversion of title to the Conveyance Area unto Landowner upon written request of Landowner. Upon satisfaction of the Conditions Precedent, Landowner execute and delivery unto city a quitclaim deed of release of reverter, whereupon the right of reversion contained in the Reverter Deed shall terminate and be of no further force and effect and all right, title and interest into the Conveyance Area shall be confirmed unto City (the "Confirmatory Deed"). In the event that the final Construction Drawings necessitate adjustments and modifications to the Conveyance Area described in the Reverter Deed, and subject to the commercially reasonable approval of Landowner, the Confirmatory Deed shall convey the Conveyance Area pursuant to the description thereof derived from the final Design Documents and Construction Drawings. In the event areas set forth in the Reverter Deed are unnecessary to the construction of the Gateway Project upon the completion of the final Design Documents and Construction Drawings, City shall re-convey such areas to Landowner contemporaneously with Landowner's delivery of the Confirmatory Deed.

In the event required pursuant to the first paragraph hereof, upon the recordation of the Reverter Deed, the Escrow Agent shall be released from the terms, conditions and obligations of the Agreement and provisions set forth in the Agreement and the provisions contained in the Agreement related to the escrow of the Deed and duties of the Escrow Agent shall be deemed void and of no further force and effect. Notwithstanding the foregoing, if the recordation of the Reverter Deed is not required for the purposes stated in the first paragraph hereof, the provisions of this Section 3 shall be deemed void and of no further force and effect upon the City's entry into the Construction Contract.

5. **Integration.** Except as modified by this First Amendment, the Agreement shall remain unchanged and in full force and effect. Each and every term, covenant and condition of the Agreement is hereby incorporated herein such that the Agreement and this First Amendment shall be read and construed as one instrument.

6. **Counterparts; Facsimile Signatures.** This First Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this First Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this First Amendment by telecopier or electronic mail shall be as effective as delivery of a manually executed signature page to this Agreement.

7. **Modifications.** No modification of this First Amendment shall be valid unless the modification is in writing and signed by all parties to this First Amendment.

8. **Waiver.** No waiver of any provision of this First Amendment shall be valid unless it is in writing and signed by the person or party against whom the waiver is asserted.

9. **Invalid Provision.** The invalidity or unenforceability of any particular provision of this First Amendment shall not affect the other provisions, and this First Amendment shall be construed as if the invalid or unenforceable provision were omitted.

10. **Agreement.** This First Amendment shall be binding on and inure to the benefit of the parties and their heirs, legal representatives, executors, administrators, successors, and assigns.

11. **Entire Agreement.** Except as otherwise provided, this First Amendment and the Agreement and any documents or instruments delivered pursuant to this First Amendment and the Agreement constitute the entire agreement and understanding between the parties and supersede any prior agreement and understanding relating thereto.

12. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of South Carolina without regard to its conflict-of-laws principles.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW

***SIGNATURE PAGE TO FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN
GUIGNARD ASSOCIATES LLC AND THE CITY OF COLUMBIA***

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed
the day and year first above written.

LANDOWNER:

Guignard Associates LLC

By: Charles C. Thompson
Its: Manager

SIGNATURE PAGE TO FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN GUIGNARD ASSOCIATES LLC AND THE CITY OF COLUMBIA

CITY:

City of Columbia

By: _____

Its: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/20/2024

SIGNATURE PAGE TO FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN GUIGNARD ASSOCIATES LLC AND THE CITY OF COLUMBIA

ESCROW AGENT:

Rogers Townsend LLC

By: Stuart M. Lee
Its: Shareholder

SCHEDULE A
PRELIMINARY DOCUMENTS



LEGEND

- A NEW WILLIAMS ST. INTERSECTION @ BLOSSOM ST. W/ NEW TRAFFIC SIGNAL
- B EXISTING TRAFFIC SIGNAL RETIMING @ BLOSSOM ST. & HUGER ST.
- C NEW DEVINE ST. INTERSECTION @ HUGER ST. AND NEW RIGHT TURN LANE OFF OF HUGER ST.
- D EXISTING TRAFFIC SIGNAL AT GREEN ST. INTERSECTION @ HUGER ST.
- E NEW PENDLETON ST. INTERSECTION @ HUGER ST. AND NEW RIGHT TURN LANE OFF OF HUGER ST.
- F WILLIAMS ST. BRIDGE
- G NEW INTERSECTION OF WILLIAMS ST. @ SENATE ST.

21.b

TYPICAL ROADWAY CROSS SECTIONS

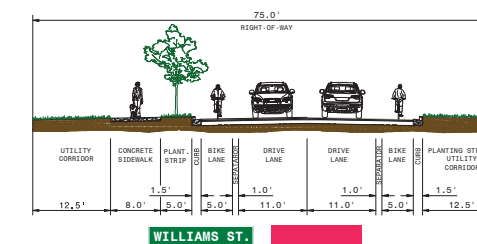
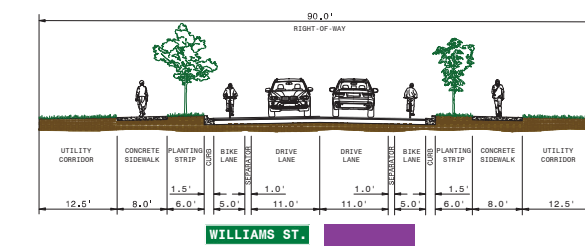
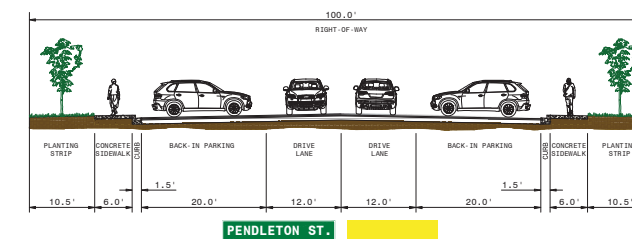
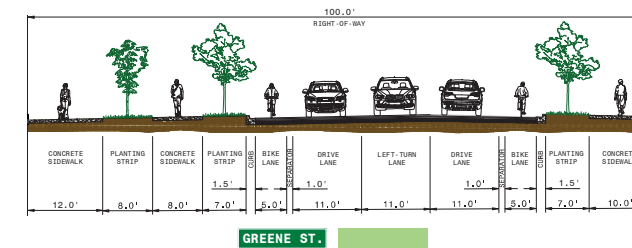
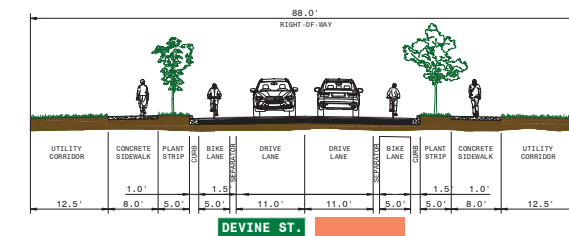


EXHIBIT “B”

Budget

[SEE ATTACHED]

Preliminary Cost Opinion
Williams Street Extension - Phase I
City of Columbia,
Richland County, South Carolina

Williams Street, Devine Street, Greene Street and Pendleton Street Extensions					
+/- 4,385 LF of Roadway, Storm Drainage and Utilities					
No.	Quantity	Unit	Item Description	Unit Price	Total
1	1	LS	Mobilization and Bonds	\$ 490,000	\$ 490,000
			<u>DEMOLITION</u>		
2	1	LS	Demolition of Existing Brick Building	\$ 30,000	\$ 30,000
3	1	LS	Demolition of Existing 10-ft x 10-ft Box Culvert	\$ 60,000	\$ 60,000
4	1	LS	Demolition of Existing Curb and Gutter / Pavement	\$ 25,000	\$ 25,000
5	8.1	AC	Clearing and Grubbing	\$ 7,500	\$ 60,750
			<u>EROSION AND SEDIMENT CONTROL</u>		
6	5	EA	Construction Entrance/Exit	\$ 5,000	\$ 25,000
7	8,770	LF	Silt Fence	\$ 3	\$ 26,310
8	4,385	LF	Tree Protection Fencing	\$ 5	\$ 21,925
9	1	LS	Temporary Erosion and Sediment Control (Traps, Diversion, etc)	\$ 150,000	\$ 150,000
9	10,000	SY	Riprap Outlet Protection	\$ 40	\$ 400,000
10	14,600	SY	Erosion Control Matting	\$ 3	\$ 43,800
11	35	EA	Inlet Protection	\$ 2,500	\$ 87,500
12	4	AC	Grassing	\$ 4,500	\$ 18,000
			<u>EARTHWORK AND STORM DRAINAGE</u>		
13	65,000	CY	Earthwork (Onsite Excavation/Backfill/Compaction)	\$ 20	\$ 1,300,000
14	35	EA	Catch Basin	\$ 5,000	\$ 175,000
15	3,000	LF	24-Inch RCP	\$ 80	\$ 240,000
16	5,000	LF	36-Inch RCP	\$ 110	\$ 550,000
17	1,500	LF	48-Inch RCP	\$ 140	\$ 210,000
18	10	EA	48-Inch Headwall	\$ 4,000	\$ 40,000
19	1	EA	Outlet Control Structure	\$ 75,000	\$ 75,000
20	35	EA	Water Quality Inserts	\$ 7,500	\$ 262,500
			<u>WATER AND SEWER</u>		
21	3,600	LF	8-Inch SDR 35 Gravity Sewer	\$ 60	\$ 216,000
22	12	EA	Manhole	\$ 7,500	\$ 90,000
23	2	EA	Tie to Existing Manhole	\$ 10,000	\$ 20,000
24	4,500	LF	8-Inch DIP	\$ 80	\$ 360,000
25	20	EA	8-Inch Gate Valve and Appurtenances	\$ 2,500	\$ 50,000
26	10	EA	Fire Hydrant Assembly	\$ 5,000	\$ 50,000
27	6	EA	Tie to Existing Watermain	\$ 7,500	\$ 45,000
			<u>ROADWAY</u>		
28	19,650	SY	2-Inch Asphalt Surface Course (Type B)	\$ 15	\$ 294,750
29	19,650	SY	2-Inch Asphalt Intermediate Course (Type B)	\$ 15	\$ 294,750
30	21,400	SY	8-Inch Graded Aggregate Base Course	\$ 25	\$ 535,000
31	1	LS	Williams Street Vehicular Bridge	\$ 1,200,000	\$ 1,200,000
32	9,000	LF	Concrete Curb and Gutter	\$ 30	\$ 270,000



HUSSEY GAY BELL
Established 1958

Preliminary Cost Opinion
Williams Street Extension - Phase I
City of Columbia,
Richland County, South Carolina

33	7,500	SY	Concrete Sidewalk	\$	75	\$	562,500
34	1	LS	Striping and Signage	\$	150,000	\$	150,000
35	1	LS	Williams Street Signal Foundations	\$	100,000	\$	100,000
			<u>ELECTRICAL</u>				
36	35	EA	Light Poles	\$	5,000	\$	175,000
37	5,000	LF	Electrical Conduit	\$	30	\$	150,000
38	4400	LF	Electrical Duct Bank	\$	150	\$	660,000
39			<u>LANDSCAPE AND IRRIGATION</u>				
40	88	EA	Landscape Trees	\$	750	\$	66,000
41	1	LS	Landscaping (Shrubs, mulch, etc)	\$	60,000	\$	60,000
42	1	LS	Irrigation	\$	75,000	\$	75,000
			<u>MISCELANEOUS</u>				
43	1	LS	Traffic Control	\$	50,000	\$	50,000
			Subtotal:	\$		\$	9,764,785



Preliminary Cost Opinion
Williams Street Extension - Phase II
City of Columbia,
Richland County, South Carolina

Devine Street and Senate Street Extensions					
+/- 2,365 LF of Roadway, Storm Drainage and Utilities					
No.	Quantity	Unit	Item Description	Unit Price	Total
1	1	LS	Mobilization and Bonds	\$ 120,000	\$ 120,000
			<u>DEMOLITION</u>		
2	2	EA	Relocation of Existing Distribution Power Pole	\$ 15,000	\$ 30,000
3	1	LS	Demolition of Existing Curb and Gutter / Pavement	\$ 20,000	\$ 20,000
4	2.8	AC	Clearing and Grubbing	\$ 7,500	\$ 21,000
			<u>EROSION AND SEDIMENT CONTROL</u>		
5	2	EA	Construction Entrance/Exit	\$ 5,000	\$ 10,000
6	4,730	LF	Silt Fence	\$ 3	\$ 14,190
7	2,365	LF	Tree Protection Fencing	\$ 5	\$ 11,825
8	1	LS	Temporary Erosion and Sediment Control (Traps, Diversion, etc)	\$ 75,000	\$ 75,000
8	1,250	SY	Riprap Outlet Protection	\$ 40	\$ 50,000
9	7,900	SY	Erosion Control Matting	\$ 3	\$ 23,700
10	1.1	AC	Grassing	\$ 4,500	\$ 4,950
			<u>EARTHWORK AND STORM DRAINAGE</u>		
11	11,000	CY	Earthwork (Onsite Excavation/Backfill/Compaction)	\$ 20	\$ 220,000
12	1	LS	Fine Grading (Drainage Swales)	\$ 150,000	\$ 150,000
13	6	EA	Catch Basin	\$ 5,000	\$ 30,000
14	300	LF	36-Inch RCP	\$ 110	\$ 33,000
15	6	EA	36-Inch Headwall	\$ 3,500	\$ 21,000
			<u>WATER AND SEWER</u>		
16	2,400	LF	8-Inch DIP	\$ 80	\$ 192,000
17	8	EA	8-Inch Gate Valve and Appurtenances	\$ 2,500	\$ 20,000
18	6	EA	Fire Hydrant Assembly	\$ 5,000	\$ 30,000
19	2	EA	Tie to Existing Watermain	\$ 7,500	\$ 15,000
			<u>ROADWAY</u>		
20	7,550	SY	2-Inch Asphalt Surface Course (Type B)	\$ 15	\$ 113,250
21	8,250	SY	8-Inch Graded Aggregate Base Course	\$ 25	\$ 206,250
22	1	LS	Devine Street Vehicular Bridge	\$ 600,000	\$ 600,000
23	1	LS	Striping and Signage	\$ 50,000	\$ 50,000
			<u>ELECTRICAL</u>		
24	20	EA	Light Poles	\$ 5,000	\$ 100,000
25	2,500	LF	Electrical Conduit	\$ 30	\$ 75,000
			<u>LANDSCAPE AND IRRIGATION</u>		
26	50	EA	Landscape Trees	\$ 750	\$ 37,500
27	1	LS	Landscaping (Shrubs, mulch, etc)	\$ 30,000	\$ 30,000
28	1	LS	Irrigation	\$ 30,000	\$ 30,000
			<u>MISCELLANEOUS</u>		
29	1	LS	Traffic Control	\$ 10,000	\$ 10,000
Subtotal:				\$	2,343,665



We Are Columbia

HUSSEY GAY BELL
Established 1958

Preliminary Cost Opinion
Williams Street Extension - Phase II
City of Columbia,
Richland County, South Carolina

Devine Street and Senate Street Extensions					
+/- 1,375 LF of Roadway, Storm Drainage and Utilities					
No.	Quantity	Unit	Item Description	Unit Price	Total
1	1	LS	Mobilization and Bonds	\$ 100,000	\$ 100,000
			<u>DEMOLITION</u>		
2	1	LS	Demolition of Existing Curb and Gutter / Pavement	\$ 20,000	\$ 20,000
3	1.6	AC	Clearing and Grubbing	\$ 7,500	\$ 12,000
			<u>EROSION AND SEDIMENT CONTROL</u>		
4	2	EA	Construction Entrance/Exit	\$ 5,000	\$ 10,000
5	2,750	LF	Silt Fence	\$ 3	\$ 8,250
6	1,375	LF	Tree Protection Fencing	\$ 5	\$ 6,875
7	1	LS	Temporary Erosion and Sediment Control (Traps, Diversion, etc)	\$ 75,000	\$ 75,000
7	1,000	SY	Riprap Outlet Protection	\$ 40	\$ 40,000
8	4,600	SY	Erosion Control Matting	\$ 3	\$ 13,800
9	1	AC	Grassing	\$ 4,500	\$ 4,500
			<u>EARTHWORK AND STORM DRAINAGE</u>		
10	6,500	CY	Earthwork (Onsite Excavation/Backfill/Compaction)	\$ 20	\$ 130,000
11	1	LS	Fine Grading (Drainage Swales)	\$ 150,000	\$ 150,000
12	5	EA	Catch Basin	\$ 5,000	\$ 25,000
13	300	LF	36-Inch RCP	\$ 110	\$ 33,000
14	5	EA	36-Inch Headwall	\$ 3,500	\$ 17,500
15	1	LS	Bottomless Culvert	\$ 150,000	\$ 150,000
			<u>WATER AND SEWER</u>		
16	1,400	LF	8-Inch DIP	\$ 80	\$ 112,000
17	6	EA	8-Inch Gate Valve and Appurtenances	\$ 2,500	\$ 15,000
18	5	EA	Fire Hydrant Assembly	\$ 5,000	\$ 25,000
19	2	EA	Tie to Existing Watermain	\$ 7,500	\$ 15,000
			<u>ROADWAY</u>		
20	3,700	SY	2-Inch Asphalt Surface Course (Type B)	\$ 15	\$ 55,500
21	4,020	SY	8-Inch Graded Aggregate Base Course	\$ 25	\$ 100,500
22	1	LS	Wheat Street Vehicular Bridge	\$ 600,000	\$ 600,000
23	1	LS	Striping and Signage	\$ 50,000	\$ 50,000
			<u>ELECTRICAL</u>		
24	12	EA	Light Poles	\$ 5,000	\$ 60,000
25	1,400	LF	Electrical Conduit	\$ 30	\$ 42,000
			<u>LANDSCAPE AND IRRIGATION</u>		
26	30	EA	Landscape Trees	\$ 750	\$ 22,500
27	1	LS	Landscaping (Shrubs, mulch, etc)	\$ 30,000	\$ 30,000
28	1	LS	Irrigation	\$ 30,000	\$ 30,000
			<u>MISCELLANEOUS</u>		
29	1	LS	Traffic Control	\$ 10,000	\$ 10,000
Subtotal:				\$	1,963,425



We Are Columbia

HUSSEY GAY BELL
Established 1958

Preliminary Cost Opinion
Williams Street Extension - Overall Summary
City of Columbia,
Richland County, South Carolina

Williams Street, Devine Street, Greene Street, Pendleton Street, Senate Street and Wheat Street Extensions	
+/- 8,125 LF of Roadway, Storm Drainage and Utilities	
Item	Cost
Williams Street Extension - Phase I	\$ 9,764,785
Williams Street Extension - Phase II	\$ 2,343,665
Williams Street Extension - Phase III	\$ 1,963,425
Subtotal:	\$ 14,071,875
Contingency (20%):	\$ 2,816,625
Topographic Survey and Right-of-Way Plat:	\$ 115,000
Subsurface Utility Investigation:	\$ 110,000
Subsurface Geotechnical Investigation:	\$ 175,000
Wetlands Mitigation:	TBD
Flood Study:	\$ 30,000
Engineering Design & Permitting:	\$ 1,000,000
Offsite Roadway Engineering Design & Permitting:	\$ 291,500
Bridge Design:	\$ 275,000
Bidding and Award:	\$ 60,000
Construction Administration and Observation:	\$ 800,000
Construction Materials Testing:	\$ 600,000
Record Drawings / Project Closeout:	\$ 50,000
Total:	\$ 20,395,000

Notes:

- 1) Hussey Gay Bell does not guarantee the accuracy of probably costs. Such probably costs represent only Hussey Gay Bell's judgement as a professional and are supplied for general guidance.
- 2) Estimate does not include any permitting, review or impact fees associated with this development.
- 3) Estimate is based on *30% Construction Plans* prepared for the Guignard Partnership dated November 2023 and *Conceptual Plan* prepared for the City of Columbia dated August 2024.
- 4) Preliminary Cost Opinion assumes that onsite soils are suitable to be reused within roadway construction.
- 5) Preliminary Cost Opinion assumes no rock blasting is required for roadway or utility construction.
- 6) Offsite Improvements, including Intersection Improvements at Williams Street Extension and Blossom Street, Improvements to Blossom and Huger Street, Offsite Utility Improvements, etc. are not included in this Cost Opinion.
- 7) Relocation of existing utilities is not included in this scope.
- 8) Duct bank routing and preliminary pricing has been included in this Preliminary Cost Opinion, however will be finalized by Dominion Energy prior to construction.
- 9) Stock pile of Surge Stone procured by the Property Owner has been taken into consideration for quantities.
- 10) Stabilization of the headwater creekbank is not included in this Preliminary Cost Opinion.



EXHIBIT “C”

[SEE ATTACHED]



WILLIAMS STREET EXTENSION PROJECT | HGB PROPOSAL EXHIBIT A
FOR CITY OF COLUMBIA
COLUMBIA, SC



HUSSEY GAY BELL
Established 1958



AUGUST 18, 2024



MEETING DATE: August 20, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT for Kings Grant Drive @ I-77, TMS# 16507-02-01 (portion) & TMS# 16507-02-02 (portion)

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2024-068 - Amending the Official Zoning Map to modify the zoning for 2.14 acres of Kings Grant Drive @ I-77, Richland County TMS #16507-02-01 (portion) and TMS #16507-02-02 (portion)

Council District: 4

Proposal: Request to rezone approximately 2.14 acres from Residential Single-Family - Large Lot District (RSF-1) to Neighborhood Activity Center/Corridor (NAC).

Applicant: Michael Sandifer, Vogue Towers

Staff Recommendation: Approval

PC Recommendation: 07/18/2024; Approval (5-0)

ATTACHMENTS:

- **#a:** ZMA-2024-0008_Kings Grant Dr_ZPH packet (PDF)
- **#b:** 2024-068 - Zoning Map Amendment to Rezone Kings Grant Drive (PDF)
- **#c:** Supplemental info 6 (PDF)



CITY COUNCIL

August 20, 2024, 2024 at 4:00 P.M.

Busby Street Community Center, 1735 Busby Street, Columbia, S.C., 29203

ZONING MAP AMENDMENT CASE SUMMARY

Kings Grant Drive @ I-77, TMS# 16507-02-01 (portion) & TMS# 16507-02-02 (portion)

Council District: 4

Proposal: Request to rezone approximately 2.14 acres from Residential Single-Family – Large Lot District (RSF-1) to Neighborhood Activity Center/Corridor (NAC).

Applicant: Michael Sandifer, Vogue Towers

Staff Recommendation: Approval

PC Recommendation: 07/18/2024; Approval (5-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: approximately 2.14 acres

Current Use: wooded area at front entrance of Kings Grant

Proposed Use: wireless communications facility (WCF)

Future Land Use Classification: Urban Edge Residential Large Lot (UER-2)

Current Zoning: Residential Single-Family – Large Lot District (RSF-1)

Proposed Zoning: Neighborhood Activity Center/Corridor (NAC)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated as Urban Edge Residential Large Lot (UER-2) in the *Columbia Compass: Envision 2036* Future Land Use Map

Refer to the 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. The property is located within the [Columbia East Traffic Improvement Plan](#) study area, a planning process currently being facilitated by the Central Midlands Council of Governments (CMCOG).

ZONING

The subject property is currently zoned Residential Single-Family – Large Lot District (RSF-1). The abutting properties within the City of Columbia are zoned Institutional – Fort Jackson District (INS-FJ) to the north, Residential Single-Family – Large Lot District (RSF-1) with portions inside the Floodplain Overlay District (OV-FP) and Floodway Overlay District (OV-FW) to the east, and Office and Institutional District (O-I) across I-77 to the south.

The proposed City of Columbia Zoning is Neighborhood Activity Center/Corridor (NAC).

Refer to the attached zoning district descriptions for more information on the existing and proposed City of Columbia zoning.

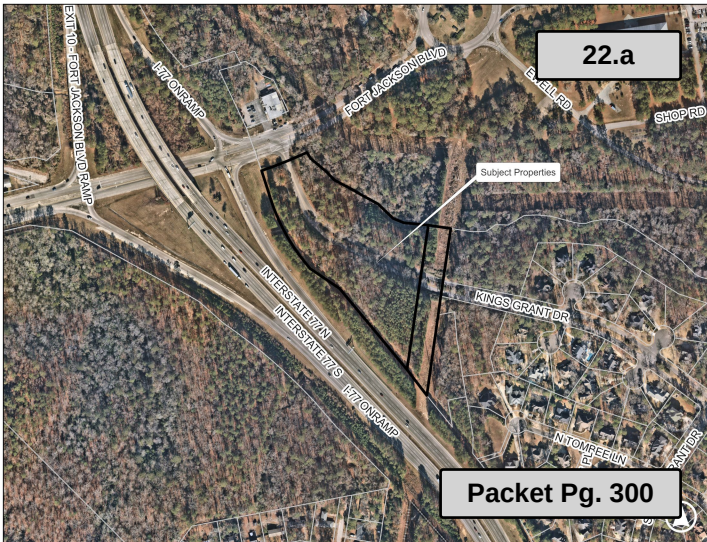
STAFF RECOMMENDATION

The applicant notified King's Grant Owner's Association of the intended rezoning and was granted authority to apply via the attached Letter of Agency, so staff understands there to be support for the project. Staff finds that the proposed zoning is consistent with the future land use classifications in the *Columbia Compass* comprehensive plan. The requested district is a neighborhood scale district intended to provide a mix of uses that are neighborhood serving, and the requested parcel size for the rezoning implies that development would be limited in scope. Staff requests that City Council approve the rezoning request.

22.a

Subject Properties

Packet Pg. 300



Future Land Use

Kings Grant Drive; TMS# 16507-02-01 and 16507-02-02
Future Land Use: Urban Edge Residential Large Lot (UER-2)

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
- 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

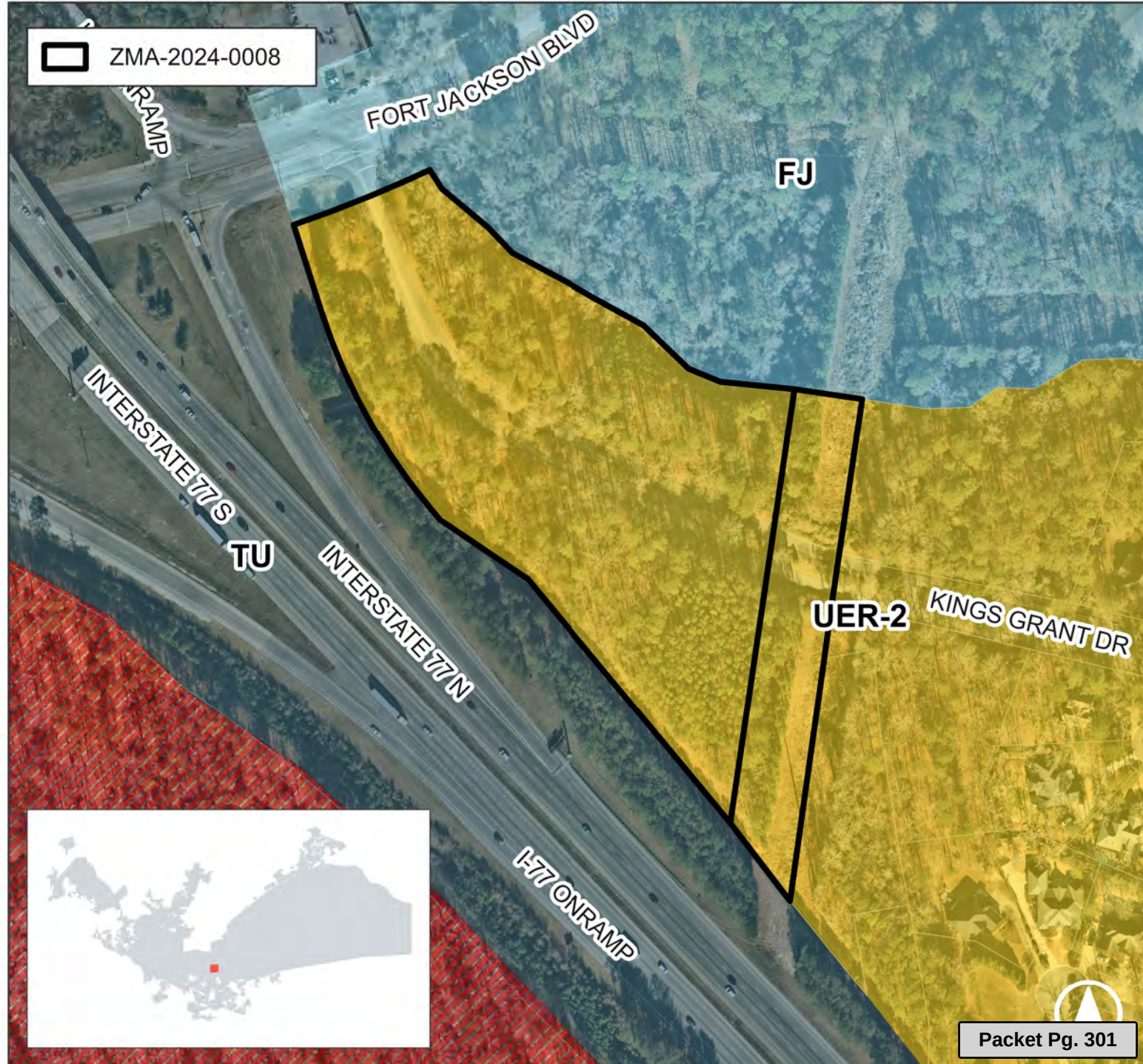
0 200 400 Feet



Planning & Development
Services Department

Created by: swhudson Date: 7/2/2024

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



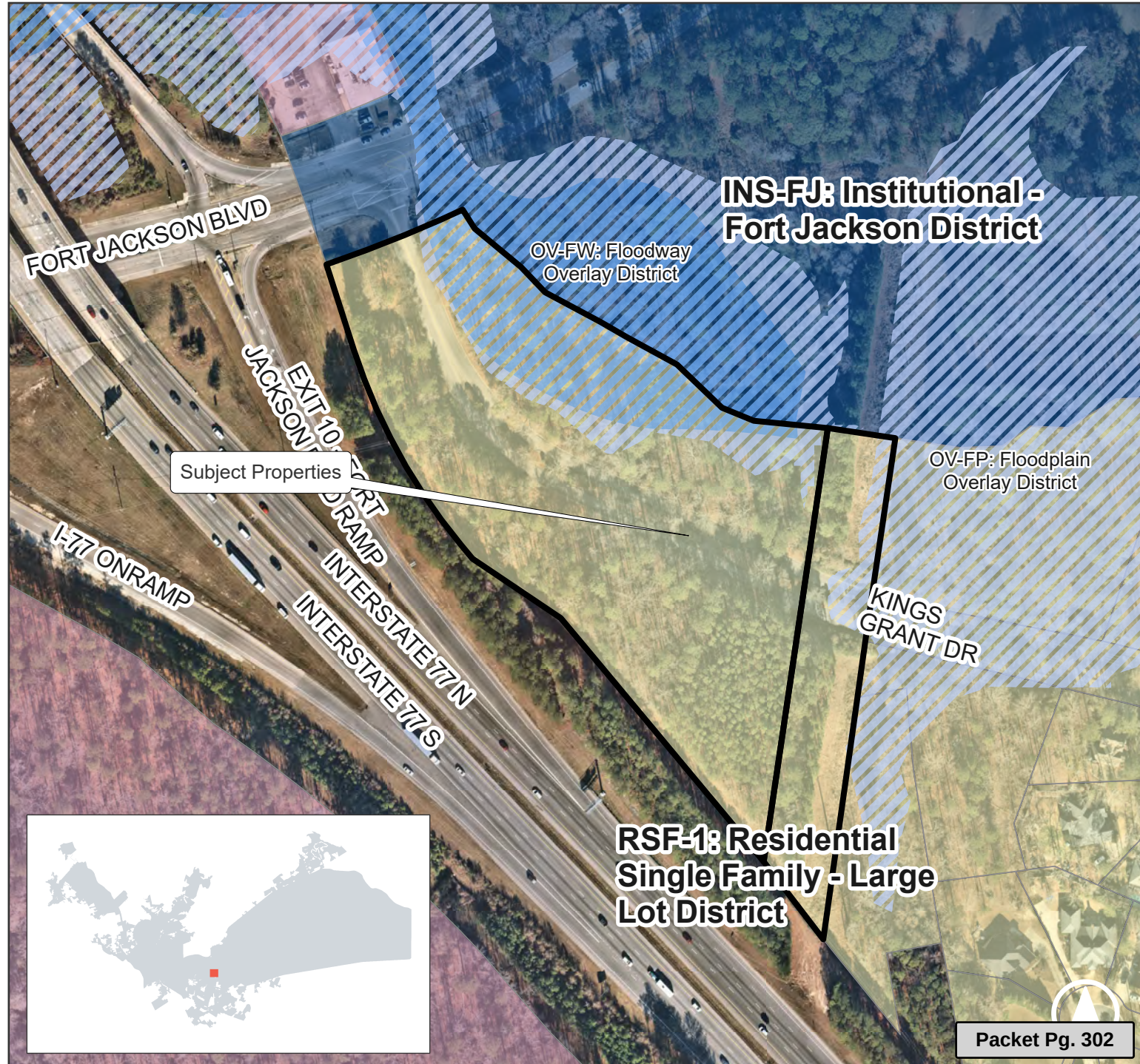
Zoning

Kings Grant Drive; TMS# 16507-02-01 and 16507-02-02
Current Zoning: Residential Single Family - Large Lot District (RSF-1)
Proposed Zoning: Neighborhood Activity Center/Corridor District (NAC)

22.a

Legend

- O-I: Office and Institutional District
- RSF-1: Residential Single Family - Large Lot District
- INS-FJ: Institutional - Fort Jackson District
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits

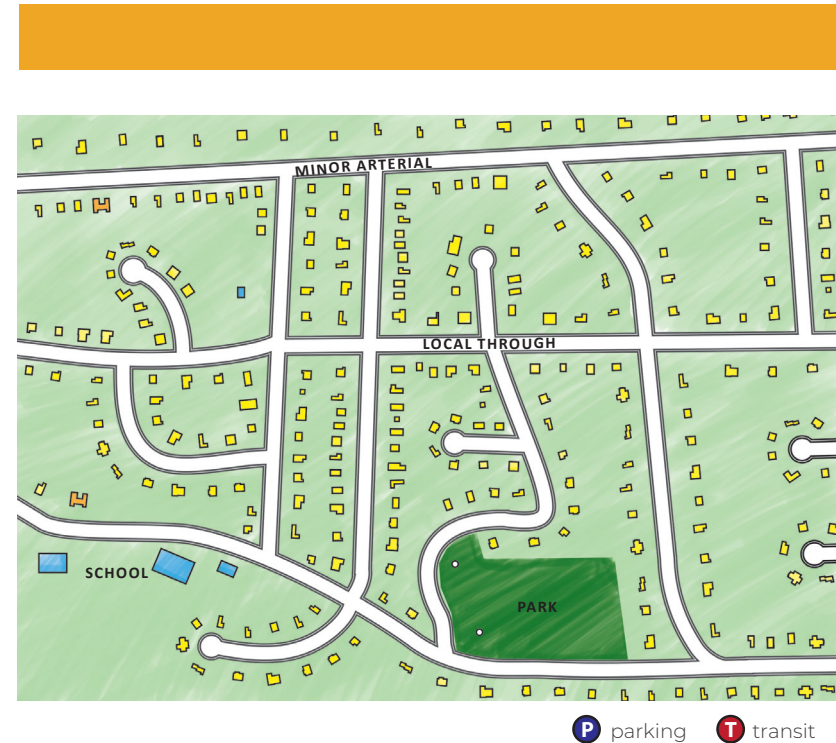


Future Land Use Classification

Development Types

URBAN EDGE RESIDENTIAL SMALL LOT (UER-1)

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.



UER-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

TERTIARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UER-1 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots ranging between 2,500 square feet and 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with less than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements.



Current Zoning District



RSF-1: Residential Single Family – Large Lot District

Purpose

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low 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.)	15,000
Lot Width, min. (ft.)	90
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	8
Rear Yard Setback, min. (ft.)	15
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

	Cemetery ²
Dwelling, single-family detached	Park or greenway ¹
Community recreation center	Utility facility, major ²
Cultural facility ²	Utility facility, minor
Day care facility ²	Community garden ¹
Library	Crop production and processing ²
Place of worship ²	
Public safety facility	
Elementary, middle, or high school ²	
Arboretum or botanical garden 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.

Proposed Zoning District



NAC: Neighborhood Activity Center/Corridor District

Purpose

The purpose of the Neighborhood Activity Center/Corridor (NAC) District is to provide lands that accommodate moderate-density, walkable, neighborhood-scale mixed-use development with neighborhood-serving commercial development within the City's urban neighborhoods. The district is intended to be applied to portions of a city block, consisting of storefronts with limited on-site parking.

Uses are intended to be neighborhood-serving and capture some through-traffic, though auto-oriented uses and design are discouraged. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, personal services uses, and community service uses. *No minimum parking.

Intensity and Dimensional Standards

Standard	Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	5,000
Lot Width, min. (ft.)	75	N/A
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	N/A	
Front Yard Setback (ft.)	Min.	5 [1]
	Max.	15 [1]
Side Yard Setback, min. (ft.)	N/A	
Rear Yard Setback, min. (ft.)	15	
Building Height, max. (ft.)	50	

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for buildings on the same block face, if more than 50 percent of the lots on the block face have buildings.

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	Day care facility ¹	Laboratory, medical or dental
Dwelling, live-work ¹	Government office	Medical or dental clinic/office
Dwelling, mixed-use	Library	Nursing care facility
Dwelling, multifamily	Membership organization facility	Arboretum or botanical garden
Dwelling, single-family detached	Place of worship ¹	Cemetery
Dwelling, two-family	Public safety facility	Park or greenway ¹
Dwelling, townhouse	Social services facility	Park and ride
Residential care facility ²	Elementary, middle, or high school	Parking lot ¹
Community recreation center	School, business or trade	Parking structure ¹
Cultural facility	Hospital	

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.

NAC: NEIGHBORHOOD ACTIVITY CENTER/CORRIDOR

Passenger terminal, surface transportation ²	Grocery store or food market ¹
Railroad facility ²	Liquor store ²
Utility facility, major ²	Pawn shop ²
Utility facility, minor	Gasoline sales and service station ¹
Veterinary hospital or clinic ¹	Vehicle equipment supplies sales and rentals
Eating establishment only ¹	Community garden ¹
Eating and drinking establishment, Type 1 ¹	Crop production and processing
Eating and drinking establishment, Type 2 ²	Manufacturing, assembly, or fabrication, light
Funeral home or mortuary	
Business/Professional 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	
Banquet hall	
Performing arts center	
Recreation facility, indoor, not elsewhere listed ¹	
Recreation facility, outdoor, not elsewhere listed ²	
Building supplies and equipment store ^{1, 2}	
Consumer goods store ^{1, 2}	
Convenience store ²	
Farmers' market ^{1, 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.: 2024-068

Amending the Official Zoning Map to modify the zoning for 2.14 acres of Kings Grant Drive @ I-77, Richland County TMS #16507-02-01 (portion) and TMS #16507-02-02 (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 Kings Grant Drive @ I-77, Richland County TMS #16507-02-01 (portion) and TMS #16507-02-02 (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 _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as Kings Grant Drive @ I-77, Richland County TMS# 16507-02-01 (portion) and TMS# 16507-02-02 (portion) as shown in Attachment A, is hereby rezoned from Residential Single-Family – Large Lot District (RSF-1) to Neighborhood Activity Center/Corridor (NAC). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

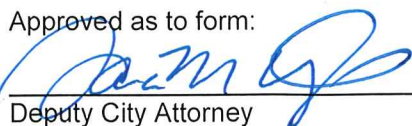
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



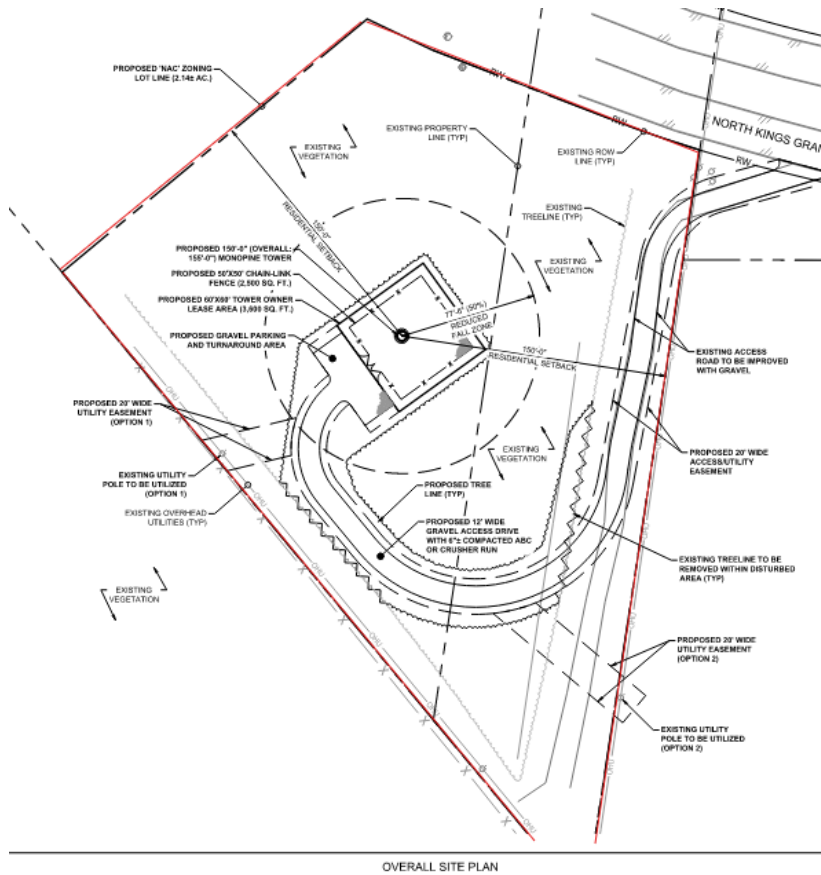
Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



If this plan is acceptable, we will start preparing the rezoning package with the target submittal by the June 17th deadline.

Let me know if we can answer any questions.

Thanks!

Michael A. Sandifer



Main: 470-318-6119 | Cell: 205-532-4870
100 North Point Center East, Suite 125, Alpharetta, GA 30022
fpaengineers.com



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MEETING DATE: August 20, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ZONING MAP AMENDMENT for 2405 Two Notch Road, TMS# 11511-11-05 and 11511-11-09**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2024-067 - Amending the Official Zoning Map to modify the zoning for 2405 Two Notch Road, Richland County TMS #11511-11-09 and TMS #11511-11-05

Council District: 2

Proposal: Request to rezone the property from Community Activity Center/Corridor District (CAC) to Mixed Use District (MU-2).

Applicant: Lila Anna Sauls

Staff Recommendation: Approval

PC Recommendation: 07/18/2024; Approval (5-0)

ATTACHMENTS:

- **#a:** ZMA-2024-0007_TwoNotch2405_ZPH packet (PDF)
- **#b:** 2024-067 - Zoning Map Amendment to Rezone 2405 Two Notch Road (PDF)



CITY COUNCIL

August 20, 2024 at 4:00 P.M.

Busby Street Community Center, 1735 Busby Street, Columbia, S.C., 29203

ZONING MAP AMENDMENT CASE SUMMARY

2405 Two Notch Road, TMS# 11511-11-05 and 11511-11-09

Council District: 2

Proposal: Request to rezone the property from Community Activity Center/Corridor District (CAC) to Mixed Use District (MU-2).

Applicant: Lila Anna Sauls

Staff Recommendation: Approval

PC Recommendation: 07/18/2024; Approval (5-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: .82 acres

Current Use: vacant house and commercial building

Proposed Use: affordable housing development

Future Land Use Classification: Urban Edge Multi-Family (UEMF)

Current Zoning: Community Activity Center/Corridor District (CAC)

Proposed Zoning: Mixed Use District (MU-2)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated as Urban Edge Multi-Family (UEMF) in the *Columbia Compass: Envision 2036* Future Land Use Map

Refer to the attached land use classification description.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of [A Plan for the Redevelopment of East Central City](#) (2004), more specifically within Cluster Three (Section 2, Page 4).

The Plan's site analysis map indicates the subject property is in an area for potential redevelopment (Section 3A, Page 12), and the site analysis notes that many of the commercial buildings in the area

between Waites and Two Notch Road “vacant or are occupied by commercial interests that are typical for low rent areas” and that “in many cases the streets do not have curbs and gutters, and a lack of sidewalks and street lighting creates an unsafe pedestrian experience.” The plan further notes that “Good pedestrian movement is essential for a successful commercial environment” (Section 3A, Page 13).

The plan identifies the revitalization opportunities within the cluster, noting that: “the Two Notch Road corridor presents an opportunity to reduce the amount of existing commercial property, much of which is vacant or under-utilized, and to introduce a higher density residential element that could in turn support a smaller retail node. The higher-density residential would provide housing options as well as buffer the existing residential “core” from Two Notch Road” (Section 3A, Page 14).

The Plan suggests a land use of Attached Single Family Residential (Medium Density), with the closest Activity node at Chestnut and Two Notch (Section 4A, Page 1). The Master Plan recommends the use of design guidelines for new construction, including for single-family, multi-family, and non-residential development, as well as for streetscaping. These guidelines, which can be found in Section 4B, Pages 1-8, set forth a number of goals for development and redevelopment.

The Plan appears to include the subject property in a map of Catalyst Projects, specifically Catalyst 3-2, discussion of Catalyst 3-2 sets the northern limits of the catalyst project at Tremain Street, which is south of the property (Section 5, pages 1, 30-31).

ZONING

The subject property is currently zoned Community Activity Center/Corridor District (CAC). The abutting properties within the City of Columbia are zoned Mixed Use District (MU-2) to the north and east (across Two Notch Road), and Residential Mixed District (RM-1) to the south and west.

The proposed City of Columbia Zoning is Mixed Use District (MU-2).

Refer to the attached zoning district description for more information on the existing and proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff finds that the proposed zoning is consistent with the future land use classifications in the *Columbia Compass* comprehensive plan. The MU-2 district allows for a mixture of uses, including commercial and residential, that are typically less intense than those found in the CAC district. Staff requests that City Council approve the rezoning request.



Future Land Use

2405 Two Notch Road; TMS# 11511-11-05 and 11511-11-0

23.a

Future Land Use: Urban Edge Multi-Family (UEMF)

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

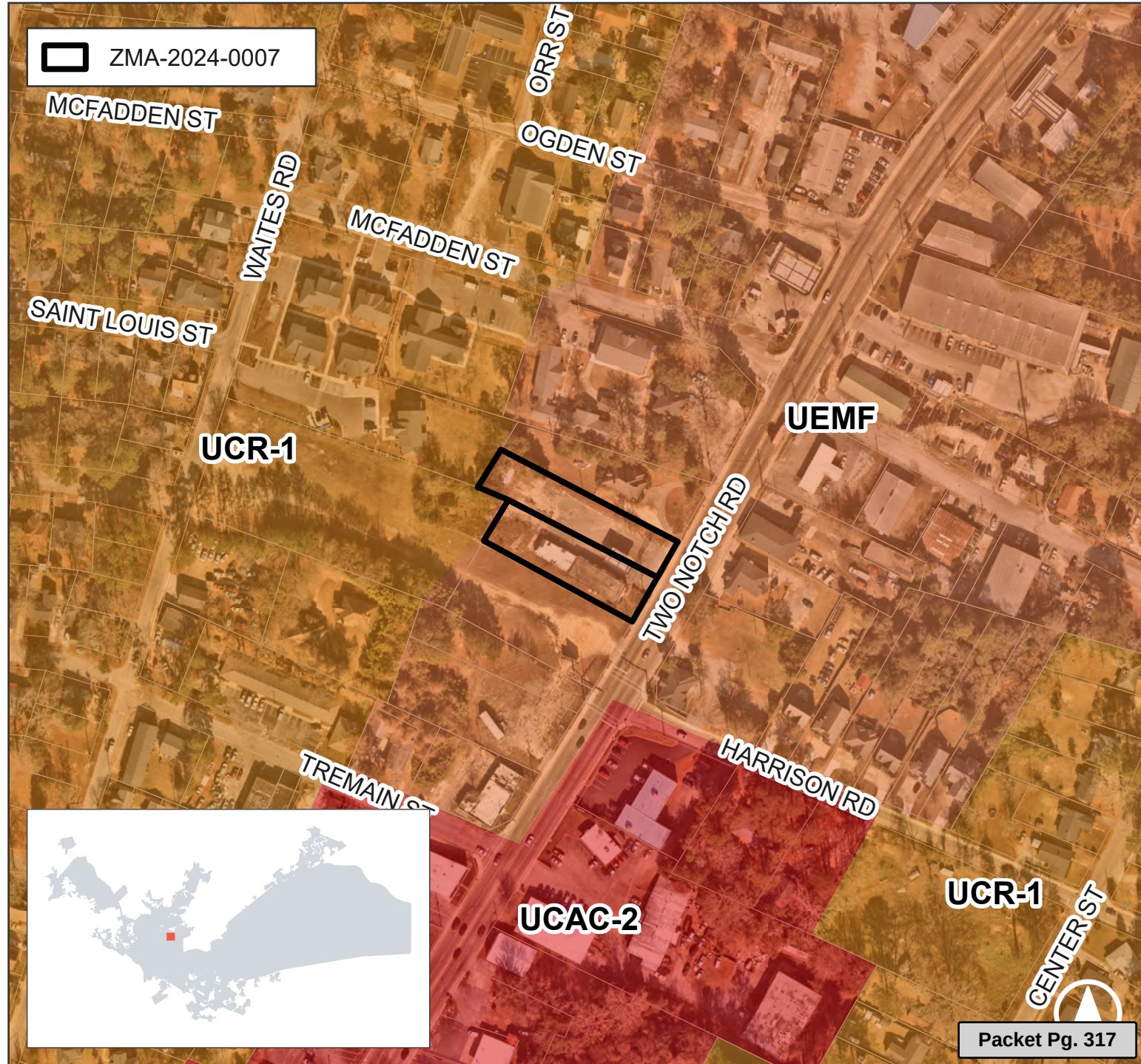
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Planning & Development
Services Department

Created by: swhudson Date: 6/28/2024

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Packet Pg. 317

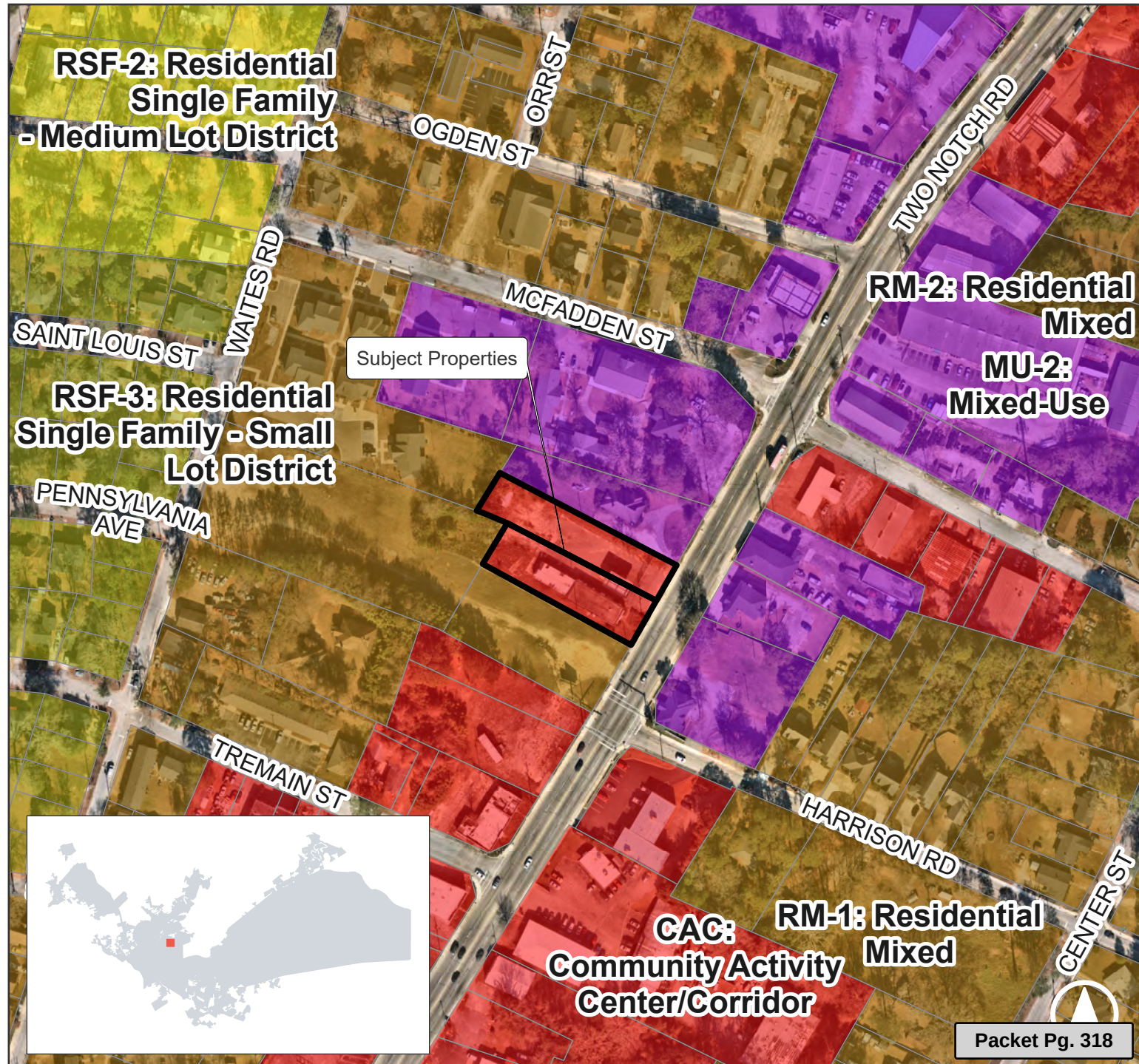
Zoning

2405 Two Notch Road; TMS# 11511-11-05 and 11511-11-09
 Current Zoning: Community Activity Center/Corridor District (CAC)
 Proposed Zoning: Mixed Use District (MU-2)

23.a

Legend

- CAC: Community Activity Center/Corridor
- MU-2: Mixed-Use
- RSF-3: Residential Single Family - Small Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- Parcels
- City Limits



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Planning & Development
 Services Department

Created by: swhudson Date: 6/28/2024

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Future Land Use Classification

Development Types

URBAN EDGE MULTI-FAMILY (UEMF)

Urban Edge Multi-family is primarily a single-use development type consisting of multi-family subdivisions in the outer areas of the City. The development is most common after the 1960s and is also a component in the Urban Edge Mixed Residential Development Type. Urban Edge Multi-family developments are characterized by an internal street network of loops and circles with significant surface parking. Often, these developments focus internally and include shared community facilities like pools, clubhouses, and recreation centers.



UEMF BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Small to High-rise

SECONDARY TYPES

- Single-family Attached
- Multi-family Mixed-use Small to High-rise

TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UEMF DEVELOPMENT PATTERN/CONTEXT

- An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern with a secondary network of alleys, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Transit access in or at the perimeter of the development is encouraged.
- Buildings face the street and are located close to the street or lot line.
- Buildings may include interior courtyards.
- Structures typically have dedicated parking areas in garages adjacent to or underneath the building, in on-street parking, or in parking lots.
- Open spaces may be in the form of retention lakes and ponds. Clubhouses, pools, tennis courts, and recreation areas may also be part of the open or park spaces in a multi-family development.
- Architectural styles may be varied, but buildings will typically have vertical emphasis and front entrances on the street; front porches, stoops, and/or balconies are common.



Current 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.

Proposed Zoning District



MU-2: Mixed-Use District

Purpose

The purpose of the Mixed-Use (MU-2) District is to provide lands that accommodate medium-density, walkable mixed-use development in a gridded street pattern.

Allowed uses include single-family, two-family, townhouse, and multi-family development, as well as a moderate range of neighborhood-serving mixed-use, retail, office, and personal services development.

*No minimum parking.

Intensity and Dimensional Standards

Standard		Townhouse	Single-Family and Two-Family	Multi-Family and Mixed Use	All Other Uses
Lot Area, min. (sf.)		8,000[1]/1,500[2]	5,000	10,000	5,000
Lot Width, min. (ft.)		75[1]/18[2]	50	75	50
Lot Depth, min. (ft.)		50			N/A
Lot Coverage, max. (% of site area)		N/A			
Density, max. (du/acre)		N/A			
Front Yard Setback (ft.)	Min.	0			
	Max.	15			N/A
Side Yard Setback, min. (ft.)		[3]	5		
Rear Yard Setback, min. (ft.)		10			
Building Height, max. (ft.)		60			

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

Cottage neighborhood development	Continuing care retirement community (CCRC) ²	Library
Dwelling, live-work ¹	Fraternity or sorority house ²	Place of worship ¹
Dwelling, mixed-use	Residential care facility ²	Public safety facility
Dwelling, multifamily	Rooming house or boardinghouse ²	Social services facility
Dwelling, single-family detached	Community recreation center	Elementary, middle, or high school ²
Dwelling, townhouse	Cultural facility	School, business or trade ²
Dwelling, two-family	Day care facility ¹	Laboratory, medical or dental
	Government office	Medical or dental clinic/office

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.

MU-2: MIXED-USE DISTRICT

Nursing care facility ²	Consumer goods store
Arboretum or botanical garden ²	Farmers' market
Cemetery ²	Grocery store or food market
Park or greenway ¹	Bed and breakfast ¹
Park and ride	Community garden ¹
Parking lot ¹	Crop production and processing
Parking structure ²	Manufacturing, assembly, or fabrication, light
Utility facility, major ²	
Utility facility, minor	
Veterinary hospital or clinic ¹	
Eating establishment only ¹	
Eating and drinking establishment, Type 1 ¹	
Eating and drinking establishment, Type 2 ²	
Funeral home or mortuary	
Business/Professional 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	
Recreation facility, indoor, not elsewhere listed ¹	
Recreation facility outdoor, not elsewhere listed	

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.: 2024-067

Amending the Official Zoning Map to modify the zoning for 2405 Two Notch Road, Richland County TMS #11511-11-09 and TMS #11511-11-05

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 2405 Two Notch Road, Richland County TMS #11511-11-09 and TMS #11511-11-05; 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 _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 2405 Two Notch Road, Richland County TMS# 11511-11-09 and TMS# 11511-11-05 as shown in Attachment A, is hereby rezoned from Community Activity Center/Corridor District (CAC) to Mixed Use District (MU-2). 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:



MEETING DATE: August 20, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AND TEXT AMENDMENT for 1417 Pickens Street, TMS# 11402-13-06

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2024-070 - Amending the Official Zoning Map to modify the zoning for 1417 Pickens Street, Richland County TMS# 11402-13-06 and amending the Unified Development Ordinance of the City of Columbia, South Carolina, Appendix C: Type 3 Landmarks

Council District: 2

Proposal: Request recommendation to rezone the property from Mixed-Use District (MU-2), City Center Design Overlay District (OV-CC) to Mixed-Use District (MU-2), City Center Design Overlay District (OV-CC), Historic Preservation Overlay District (OV-HP, Individual Landmark, Type 3) and amend the Unified Development Ordinance, Chapter 17, Appendix C: Type 3 Landmarks to establish the property as a City of Columbia Landmark.

Applicant: Cindy Nord, Owner

Staff Recommendation: Approval

PC Recommendation: 07/18/2024; Approval (5-0)

D/DRC Recommendation: 07/25/2024; Approval (5-0)

ATTACHMENTS:

- **#a:** 2024-070 - 1417 Pickens (PDF)
- **#b:** 2024-070 - Attachment A for Ordinance (PDF)
- **#c:** ZMA_2024-0009_Pickens1417_Landmark_ZPH (PDF)

ORDINANCE NO.: 2024-070

Amending the Official Zoning Map to modify the zoning for 1417 Pickens Street, Richland County TMS# 11402-13-06 and amending the Unified Development Ordinance of the City of Columbia, South Carolina, Appendix C: Type 3 Landmarks

WHEREAS, an application has been made to designate 1417 Pickens Street, Richland County TMS# 11402-13-06 as a Type 3 Landmark; 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, 1417 Pickens Street, Richland County TMS# 11402-13-06 is not currently located within the Historic Preservation Overlay District (OV-HP); 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 City of Columbia Design/Development Review 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 determined that the proposed designation of a Type 3 Landmark meets one or more of the criteria set forth by §17-2.5(b)(4), Text Amendment Decision Standards and §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO, NOW THEREFORE,

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

2. The property identified as 1417 Pickens Street, Richland County TMS# 11402-13-06 and as shown in Attachment A, is hereby rezoned from Mixed-Use District (MU-2), City Center Design Overlay District (OV-CC) to Mixed-Use District (MU-2), City Center Design Overlay District (OV-CC), Historic Preservation Overlay District (OV-

LEGAL DEPARTMENT DRAFT

HP, Individual Landmark, Type 3). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to the change.

3. The 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Appendix C: Type 3 Landmarks is amended to read as follows:

APPENDIX C: TYPE 3 LANDMARKS

Type 3 Landmarks are established in Table C: Type 3 Landmarks.

TABLE C: TYPE 3 LANDMARKS	
LOCATION	NAME
Albion Street	
832	—
Blanding Street	
614	Cottage
1328	Heinish House
1327-29	Willis House
1528	Bryce House-Hair Real Estate
Bull Street	
1814	Two-Story House (Trans Modern)
Calhoun Street	
714	Cottage
1710	Cottage
1731	Flora Barringer House
Fig Street	
1701	Laundry Building
Gadsden Street	
1328	Cottage
1721	TMS # 09010-10-09
Gervais Street	
700	Possibly Wayside Hospital Site
1811	McDuffie's Antiques, Cottage
2218	Cottage
2221	Cottage
2531	Woodson Family Store
2537	—
Hampton Street	
1404	Cantwell House
1426	Heise-Tunnander Cottage
1601	Berry Home
Harden Street	

TABLE C: TYPE 3 LANDMARKS

LOCATION	NAME
1500 Blk. E	Allen University Campus:
	Building South Corner
	Building Center Block
	Building North Corner
Henderson Street	
1826	Two-Story "Stick Style" House
1921	Cottage
Kortright Street	
1100	Mid Century Modern Doctor's Office
Lady Street	
1522	Edwards-Anderson House
Laurel Street	
1422	Two-Story Late Victorian House
1521-25	Black House
1527-29	Crumpler House
Lincoln Street	
2012	Cottage
Main Street	
1332	Arcade Building
1400	Palmetto Building
1620	TMS #09014-04-17.
1631	TMS #09014-09-01
1633 and 1635	TMS #09014-10-08
1637	TMS #09014-10-07
1730-32	Commercial Building
1813	Klondike Building
3702	Two-Story House
Pendleton Street	
1611	Kirkland Apartments
1619	The Black House (Cain-Matthews-Tompkins)
1629	Cottage
<u>Pickens Street</u>	
<u>1417</u>	<u>Neoclassical Style House</u>
Richland Street	
1507	Cottage
1523	Cottage
Scott Street	
1208	Cottage
Senate Street	

TABLE C: TYPE 3 LANDMARKS

LOCATION	NAME
1800	Hampton House
Taylor Street	
1531	Commercial Building
Washington Street	
1013	Two-story over English basement
Woodrow Street	
702	Sutphen House
	Lower Cemetery, TMS #07314-02-05 and 09007-01-04(p)
	Penitentiary Cemetery, TMS #09008-01-05.

Requested by:

ACM Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

Zoning

1417 Pickens Street; TMS# 11402-13-06

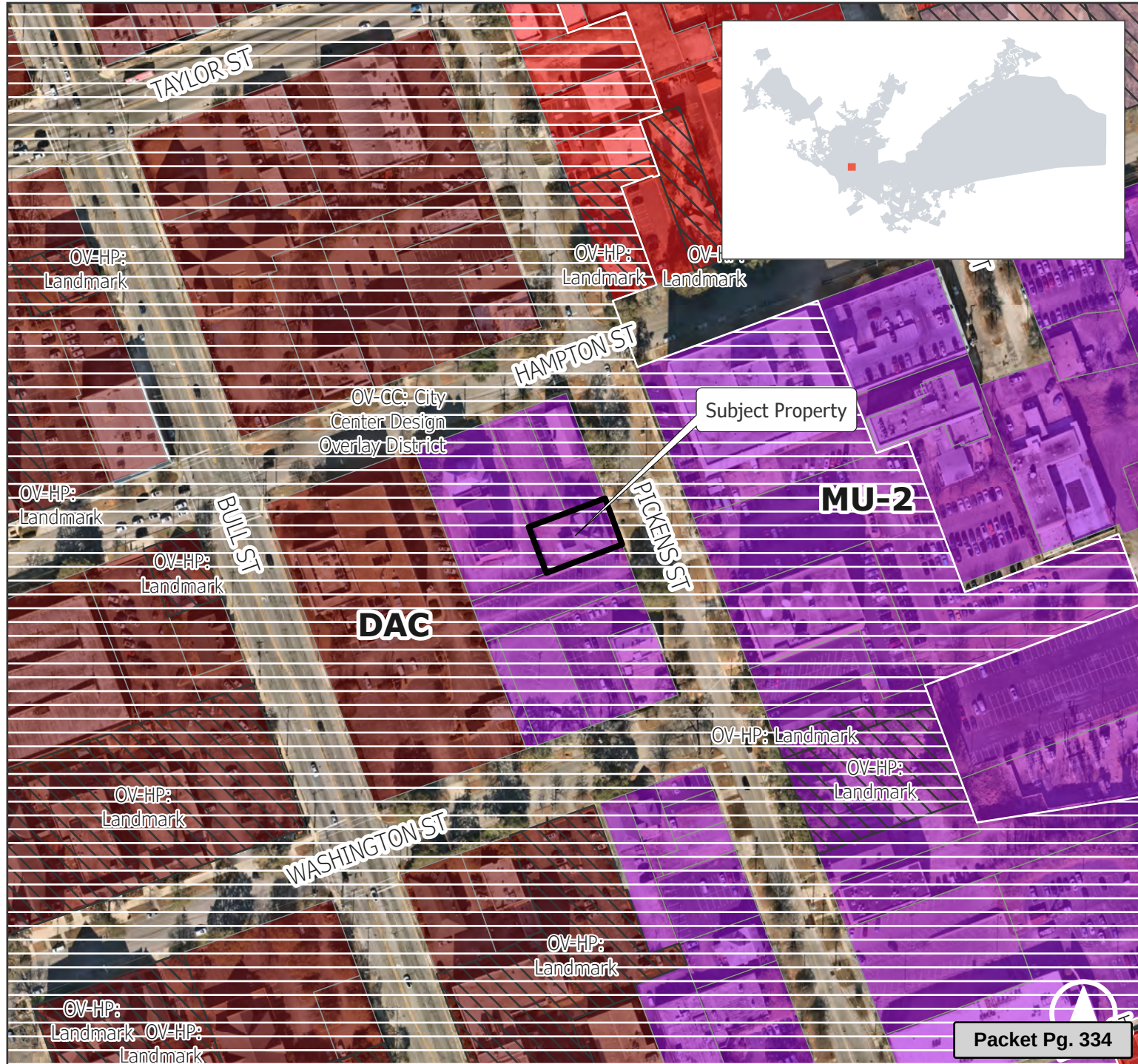
Current Zoning: Mixed Use District (MU-2) with City Center Design Overlay District (OV-CC)

Proposed Zoning: MU-2 with OV-CC and Historic Preservation Overlay (OV-HP)

24.b

Legend

- DAC: Downtown Activity Center/Corridor
- CAC: Community Activity Center/Corridor
- O-I: Office and Institutional District
- MU-2: Mixed-Use
- Design Overlay Districts
- OV-HP: Individual Landmark
- Parcels
- City Limits



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Planning & Development
Services Department

Created by: sw Hudson Date: 7/9/2024

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CITY COUNCIL

August 20, 2024, at 4:00PM

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ZONING MAP AND TEXT AMENDMENT CASE SUMMARY 1417 Pickens Street, TMS# 11402-13-06

Council District:	2
Proposal:	Request to rezone the property from Mixed-Use District (MU-2), City Center Design Overlay District (OV-CC) to Mixed-Use District (MU-2), City Center Design Overlay District (OV-CC), Historic Preservation Overlay District (OV-HP, Individual Landmark, Type 3) and amend the Unified Development Ordinance, Chapter 17, Appendix C: Type 3 Landmarks to establish the property as a City of Columbia Landmark.
Applicant:	Cindy Nord, owner
Staff Recommendation:	Approval
PC Recommendation:	07/18/2024; Approval (5-0)
D/DRC Recommendation:	07/25/2024; Approval (5-0)
ZPH 1 st Reading:	08/20/24

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Age of Structure: Constructed c. 1900

Acreage: 0.16 acres

Current Use: Institutional

Proposed Use: Institutional

Future Land Use Classification: Urban Core Mixed Residential Type 2 (UCMR-2)

Current Zoning: Mixed-Use District (MU-2), City Center Design Overlay District (OV-CC)

Proposed Zoning: Mixed-Use District (MU-2), City Center Design Overlay District (OV-CC), Historic Preservation Overlay District (OV-HP, Individual Landmark, Type 3)

Landmark Status: Type 3

HISTORICAL SIGNIFICANCE

The historic home at 1417 Pickens Street is one of the last original residences in this part of Columbia's downtown area. The building was constructed at the turn of the twentieth century in the Neoclassical Style and features a wrap around porch supported by Tuscan columns, a Neoclassical door surround including a large fan light and sidelights, 2/2 windows, a shed dormer, and two large chimneys. The eaves are decorated with brackets on the second story and dormer and dentil molding on the porch.

Sanborn maps from the late 1800s and early 1900s show this area as primarily residential with large homes all the way from Henderson to Sumter Street. The 1904 Sanborn map shows that the block bound by Pickens, Washington, Bull, and Hampton, on which 1417 Pickens Street sits, once included 15 homes, many of them grand with multiple outbuildings including servant's quarters. Today, this property is the last of these residences still standing. The building was recommended for Landmark designation in the 2020 *Columbia Downtown Historic Resource Survey* as "an important visual reminder of the former character of this part of Columbia" (159).

The following history was compiled by Debbie Bloom:

The 2020 *Columbia Downtown Historic Resource Survey* states that 1417 Pickens St is one of the finest Neoclassical style homes in Columbia's downtown. Built at the turn of the twentieth century, the two-story wood frame house includes several unique architectural features including a wraparound porch. According to the report this house is an important visual reminder of the former character of this part of Columbia. The people associated with a structure are another reminder of the historic character of a building.

The first resident of 1417 Pickens was a prominent Columbia real estate agent, Marion Rich. Following Rich several residents lived in the home. Thanks to its proximity to the grand Colonia Hotel (1614 Hampton St) the home was ideal spot for boarders. Classified ads in The State newspaper confirm that this house was a residence and a boarding facility that accommodated up to 6 boarders at one time with "nice meals, good service".

In 1927 Dr. Grover Melton S. Roof (1895-1947) bought the house as a residence. Dr. Roof, a graduate of USC and the Medical School at Charleston, moved into the house with his wife Lucinda and their two daughters Betty and Ann. By 1936 Grover and Lucinda were divorced and Lucinda was left to raise her daughters as a single mom.

Lucinda, a graduate of Winthrop University, taught school in South Carolina schools for several years. After her divorce, she worked at the Federal Land Bank at 1401 Hampto

She worked there for 32 years to support her daughters. Betty and Ann went to high school at Columbia High School, located at that time on Washington St. With Columbia as their starting point, both women launched themselves into meaningful medical careers.

After high school, Betty attended the University of South Carolina and graduated (magna cum laude) in 1944 with a pre-med degree. She was accepted to the Duke University School of Medicine, graduating second in her class in 1949. (It was just 15 years earlier that the first woman graduated from the Duke Medical program.) After working in California, where she made discoveries in parathyroid hormone and metabolic bone disease, Dr. Betty Roof Fudenberg returned to South Carolina to teach at MUSC. She passed away May 14, 2003.

Ann Roof graduated from Columbia High School in 1946 and graduated cum laude from USC in 1949. In 1953, she also received a medical degree from Duke. Following residencies in Delaware and Georgia, Ann Roof Yobs spent her professional career with the Centers for Disease Control representing the CDC around the world. She died June 9, 2010.

Following Lucinda's death in 1978 the 1417 Pickens St. house passed from residential use to commercial use until another strong and successful woman came along. Philanthropist Dr. Cindy Nord, purchased the property in 1999 to serve as an extension of The Nurturing Center for client services, office space and staff training. The Nurturing Center, at 1336 Pickens St., was founded by Dr. Nord in 1989 to serve abused and neglected children and their families. Dr. Nord is also a passionate advocate for preserving historic properties. Most recently, Dr. Nord donated the historic Langford-Nord House to the Blythewood Historic Society.

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated as Urban Core Mixed Residential Type 2 (UCMR-2) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Refer to the attached land use classification description.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of [City Center Master Plan](#) (1999), more specifically within the City Center East District (page 52). The plan notes that "in a number of instances, the 1960s and 1970s era office buildings have replaced the residential use and character of the area" (page 52). No recommendations are made specific to the subject property or its adjacent roadways.

The City Center Design Guidelines, developed and implemented during the planning effort, are also identified by the plan as crucial to success, noting that "the objective of the guidelines is to encourage high quality projects that will preserve and protect investments on adjacent properties and make a long-term contribution to the economic well being of City Center" (page 2).

ZONING

The subject property is currently zoned Mixed-Use District (MU-2), City Center Design Overlay District (OV-CC). The abutting properties within the City of Columbia are zoned Mixed Use District (MU-2), City Center Design Overlay District (OV-CC).

The proposed City of Columbia Zoning is Mixed-Use District (MU-2), City Center Design Overlay District (OV-CC), Historic Preservation Overlay District (OV-HP, Individual Landmark, Type 3).

Refer to the attached zoning district descriptions for more information on the existing and proposed City of Columbia zoning.

City Center Design Overlay District (OV-CC)

The purpose of the City Center Design Overlay (OV-CC) District is to encourage new development and redevelopment that is consistent with the character of Downtown Columbia. District standards and guidelines are intended to ensure new uses, building form, and site features are compatible with Downtown's high-density, walkable urban character, and support Downtown's identity as an employment and destination commercial center.

Historic Preservation Overlay District (OV-HP)

The purpose of the Historic Preservation Overlay (OV-HP) District is to encourage new development and redevelopment that is consistent with the character of original or historic development in the historic districts and sites. District standards and guidelines are intended to prevent destruction of historic structures and ensure new uses, building design, and site features are compatible with the character of historic districts and sites.

LANDMARK CRITERIA

Section 17-3.7(j)4(c) of the City of Columbia Unified Development Ordinance outlines the criteria for designation as a Type 3 Landmark: "Type 3 landmarks include structures or sites which generally contribute to the City's visual and cultural history by exhibiting one or more of the following characteristics:

- (i) Distinctive architectural design;
- (ii) Belonging to a family or genera of buildings recognized locally;
- (iii) An example of a style or type of building which is becoming, or is in danger of becoming, extinct locally;
- (iv) The work of an architect of statewide or local importance; or
- (v) The site of events or homes of persons that have significantly contributed to local or national history.

Staff finds that 1417 Pickens Street meets criteria (iii) for landmarking.

STAFF RECOMMENDATION

Staff recommends that the property at 1417 Pickens Street be rezoned from Mixed-Use District (MU-2), City Center Design Overlay District (OV-CC) to Mixed-Use District (MU-2), City Center Design Overlay District (OV-CC), Historic Preservation Overlay District (OV-HP, Individual Landmark, Type 3), and the text of the Unified Development Ordinance, Chapter 17, Appendix C: Type 3 Landmarks be amended to establish the property as a City of Columbia Landmark.



Subject Property



Future Land Use

1417 Pickens Street; TMS# 11402-13-06

24.c

Future Land Use: Urban Core Mixed Residential 2 (UCMR-2)

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

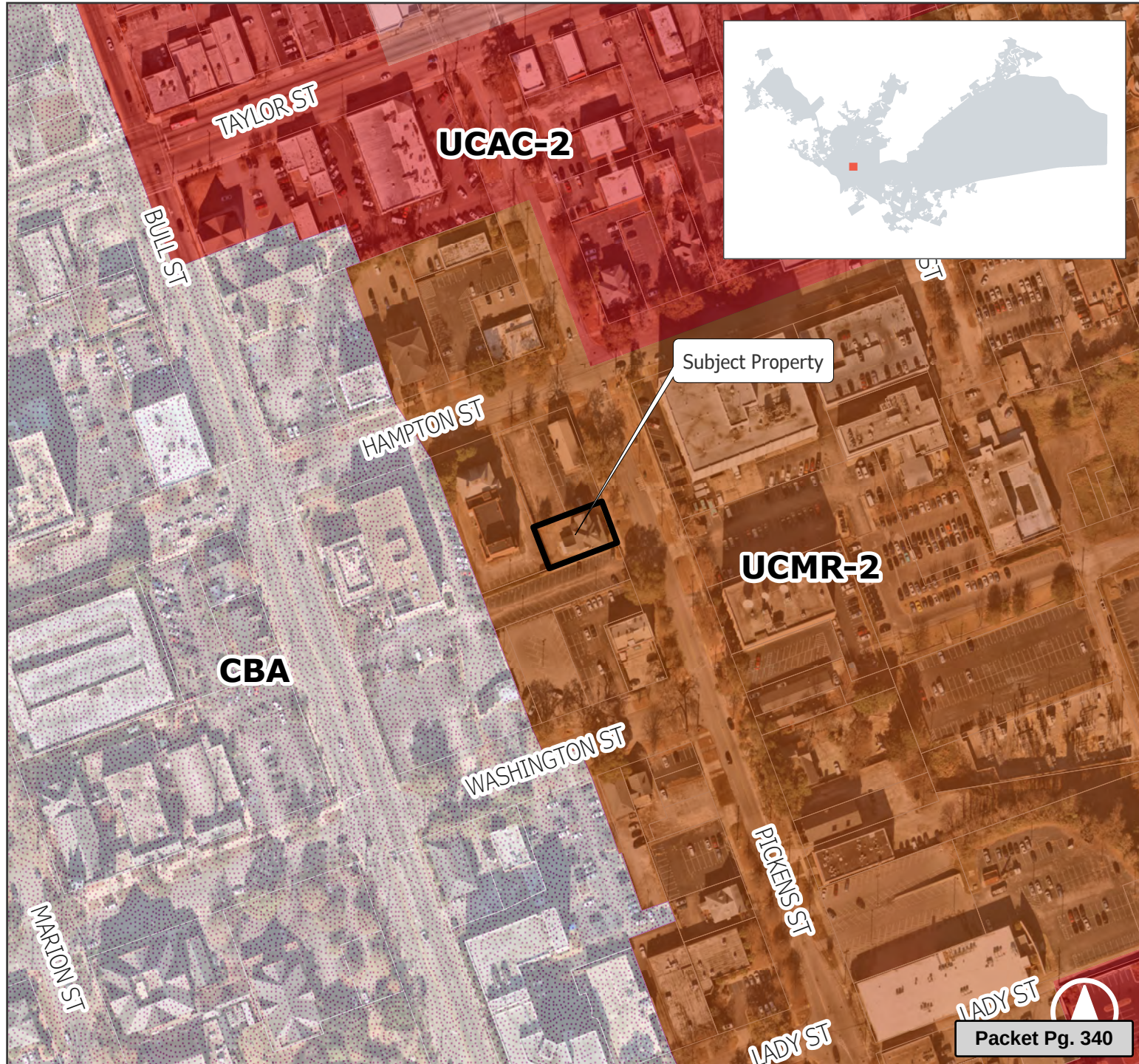
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Planning & Development
Services Department

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Zoning

1417 Pickens Street; TMS# 11402-13-06

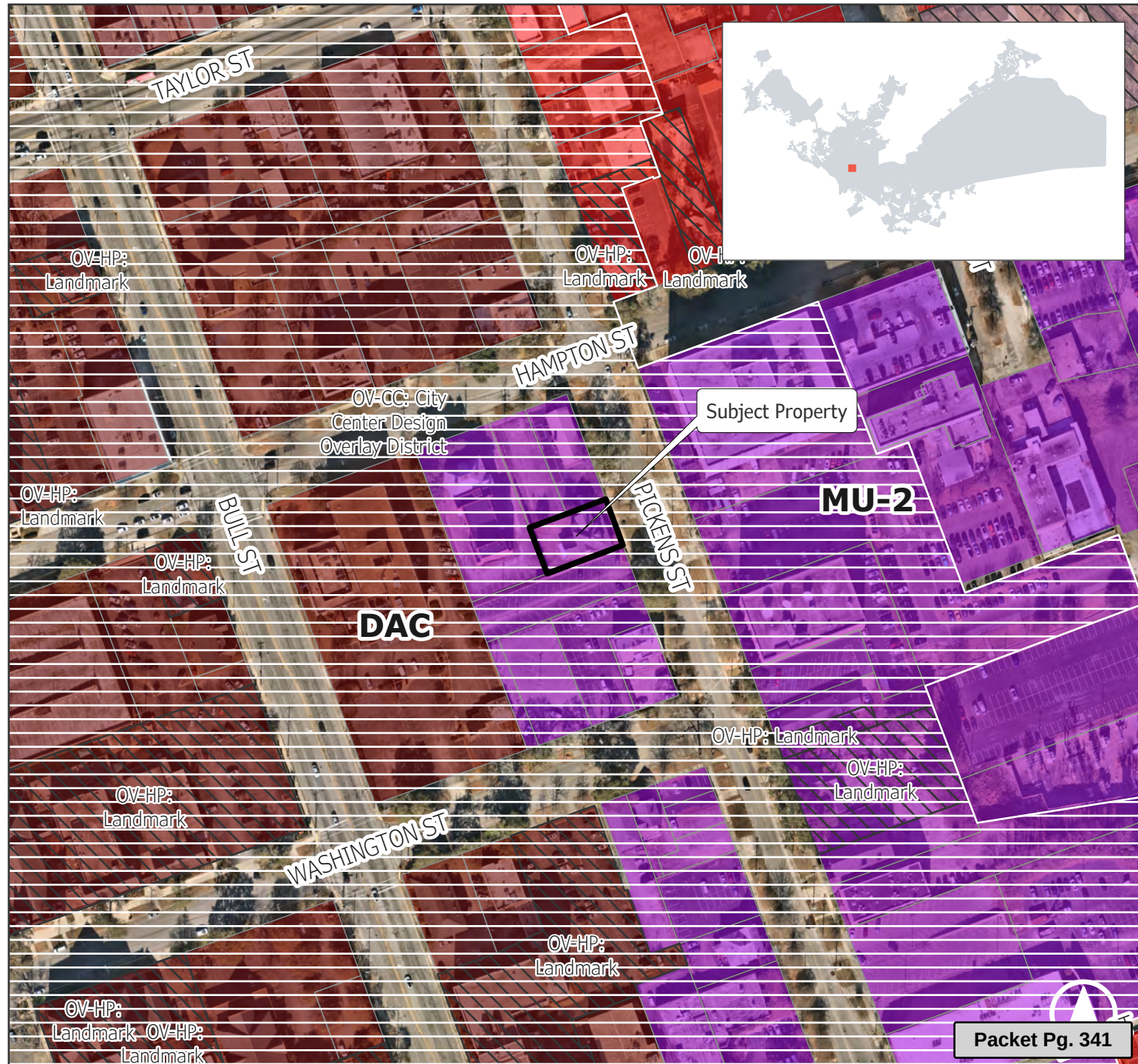
Current Zoning: Mixed Use District (MU-2) with City Center Design Overlay District (OV-CC)

Proposed Zoning: MU-2 with OV-CC and Historic Preservation Overlay (OV-HP)

24.c

Legend

- DAC: Downtown Activity Center/Corridor
- CAC: Community Activity Center/Corridor
- O-I: Office and Institutional District
- MU-2: Mixed-Use
- Design Overlay Districts
- OV-HP: Individual Landmark
- Parcels
- City Limits



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Planning & Development
Services Department

Created by: sw Hudson Date: 7/9/2024

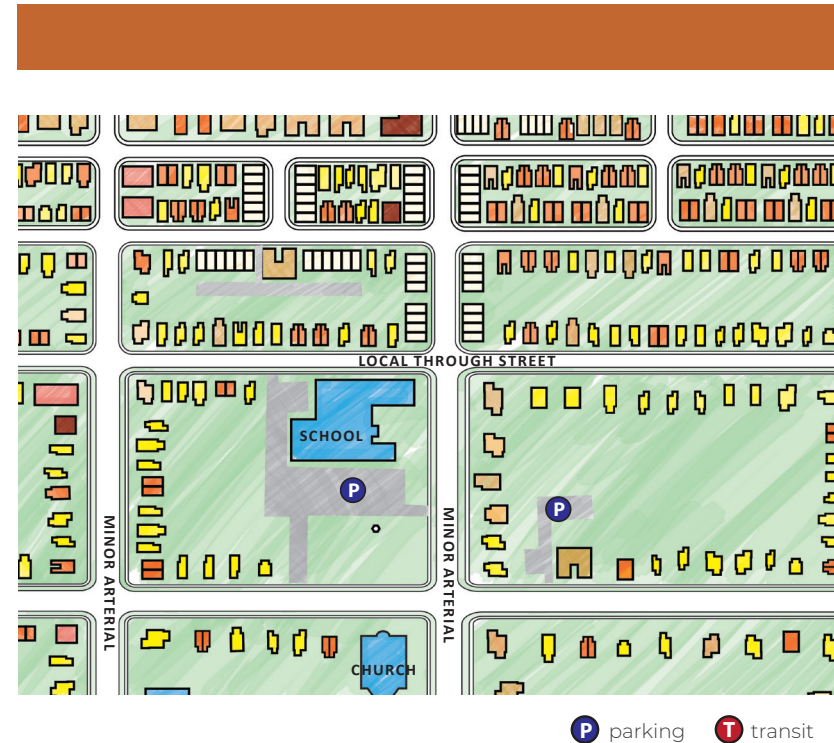
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Future Land Use Classification

Development Types

URBAN CORE MIXED RESIDENTIAL TYPE 2 (UCMR-2)

Urban Core Mixed Residential Type 2 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for medium to large scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 2 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 2 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use. Urban Core Mixed Residential Type 2 will usually transition from Urban Core Mixed Residential Type 1 to Urban Core Residential as development moves further from main arterials and activity centers.



UCMR-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- Single-family Attached
- Two-family
- Three-family

SECONDARY TYPES

- Multi-family Small

TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)

See matrix for appropriate park/open space types.

Development Types

UCMR-2 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns found on both sides of the street (preferred). An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban core. Alleyways are not common but can be used in redevelopment or infill.
- 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. Deeper lots are typically 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 facade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of the block.
- Individual lots may have only one narrow side yard and have a zero lot line setback from the 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.
- Many lots have dedicated driveways and/or parking areas, such as surface parking, driveways, or detached garages, located in the interior of the block. On-street parking is also common.



- Open spaces in the form of neighborhood parks, linear parks, and greens are important open space elements in a more densely developed neighborhood.
- Architectural detailing is human scale, shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

Current Zoning District



MU-2: Mixed-Use District

Purpose

The purpose of the Mixed-Use (MU-2) District is to provide lands that accommodate medium-density, walkable mixed-use development in a gridded street pattern.

Allowed uses include single-family, two-family, townhouse, and multi-family development, as well as a moderate range of neighborhood-serving mixed-use, retail, office, and personal services development.

*No minimum parking.

Intensity and Dimensional Standards

Standard		Townhouse	Single-Family and Two-Family	Multi-Family and Mixed Use	All Other Uses
Lot Area, min. (sf.)		8,000[1]/1,500[2]	5,000	10,000	5,000
Lot Width, min. (ft.)		75[1]/18[2]	50	75	50
Lot Depth, min. (ft.)		50			N/A
Lot Coverage, max. (% of site area)		N/A			
Density, max. (du/acre)		N/A			
Front Yard Setback (ft.)	Min.	0			
	Max.	15			N/A
Side Yard Setback, min. (ft.)		[3]	5		
Rear Yard Setback, min. (ft.)		10			
Building Height, max. (ft.)		60			

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

Cottage neighborhood development	Continuing care retirement community (CCRC) ²	Library
Dwelling, live-work ¹	Fraternity or sorority house ²	Place of worship ¹
Dwelling, mixed-use	Residential care facility ²	Public safety facility
Dwelling, multifamily	Rooming house or boardinghouse ²	Social services facility
Dwelling, single-family detached	Community recreation center	Elementary, middle, or high school ²
Dwelling, townhouse	Cultural facility	School, business or trade ²
Dwelling, two-family	Day care facility ¹	Laboratory, medical or dental
	Government office	Medical or dental clinic/office

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.

MU-2: MIXED-USE DISTRICT

Nursing care facility ²	Consumer goods store
Arboretum or botanical garden ²	Farmers' market
Cemetery ²	Grocery store or food market
Park or greenway ¹	Bed and breakfast ¹
Park and ride	Community garden ¹
Parking lot ¹	Crop production and processing
Parking structure ²	Manufacturing, assembly, or fabrication, light
Utility facility, major ²	
Utility facility, minor	
Veterinary hospital or clinic ¹	
Eating establishment only ¹	
Eating and drinking establishment, Type 1 ¹	
Eating and drinking establishment, Type 2 ²	
Funeral home or mortuary	
Business/Professional 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	
Recreation facility, indoor, not elsewhere listed ¹	
Recreation facility outdoor, not elsewhere listed	

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.



MEETING DATE: August 20, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP
AMENDMENT, AND ZONING MAP AMENDMENT
for 100 and 108 Bluff Road TMS# 11204-02-39
and 11204-02-38

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2024-066 - Annexing 100 and 108 Bluff Road, Richland County TMS #11204-02-39 and TMS #11204-02-38 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property, assign the land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and assign of zoning of Residential Two-Family - Mill Village District (RD-MV), portions within the Floodplain Overlay District (OV-FP) and Floodway Overlay Districts (OV-FW). The property is currently classified as Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County.

Applicant: James L. Hilliard and Benjamin Elbert Davis, III / Sandlapper Mgt. Company, LLC

Staff Recommendation: Approval

PC Recommendation: 07/18/2024; Approval, (5-0)

ATTACHMENTS:

- **#a:** Bluff100_108_ZPH_pkt (PDF)
- **#b:** 2024-066 - Annex and Incorporate 100 and 108 Bluff Road (PDF)
- **#c:** Bluff100_108_Offer_Notice (PDF)

- #d: Bluff100_Petition (PDF)
- #e: Bluff108_Petition (PDF)



CITY COUNCIL

August 20, 2024 at 4:00 P.M.

Busby Street Community Center, 1735 Busby Street, Columbia, S.C., 29203

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

100 and 108 Bluff Road
TMS# 11204-02-39 and 11204-02-38

Council District:	3
Proposal:	Request to annex the property, assign the land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and assign of zoning of Residential Two-Family – Mill Village District (RD-MV), portions within the Floodplain Overlay District (OV-FP) and Floodway Overlay Districts (OV-FW). The property is currently classified as Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County.
Applicant:	James L. Hilliard and Benjamin Elbert Davis III / Sandlapper Management Company, LLC
Staff Recommendation:	Approval
PC Recommendation:	07/18/2024; Approval, (5-0)
ZPH, 1 st Reading:	08/20/2024; Pending
2 nd Reading:	09/03/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.77 acres

Current Use: Residential

Proposed Use: Residential

Reason for Annexation: Municipal Services – New Development

Urban Service Area: Donut Hole - Primary

Current County Land Use Classification: Mixed Residential (High Density)

Proposed City Land Use Classification: Urban Core Mixed Residential Type 3 (UCMR-3)

Current County Zoning: Residential 6 (R6)

Proposed City Zoning: Residential Two-Family – Mill Village District (RD-MV), portions within the Floodplain Overlay District (OV-FP) and Floodway Overlay Districts (OV-FW)

Census Tract: 28

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 proposed duplex development would be approximately \$5,500 per year, based on calls to similar nearby residential areas 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

A rental development would require a private dumpster service.

Engineering

Water lines currently exist in the area, however sewer lines are not currently available and the owner/developer will be responsible for extending lines to the property.

Water Customer Care

Any new units would represent new customers, who 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 within an area designated as a Donut Hole - Primary Area within the Urban Service Area plan. While specific development plans are not known at this time, cost and revenue estimates are based upon a 24-unit rental duplex development. If built, the estimated real estate tax revenue generated for the City would be **approximately \$34,000 per year** based on nearby similar developments.

* Estimated City Tax Revenue is based on 2023 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 than this number, 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 .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Donut Hole - Primary" in the Urban Service Area Plan.

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 for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Core Mixed Residential Type 3 (UCMR-3). The property is currently designated as Mixed Residential (High Density) by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [Capital City Mill District Area & Corridor Plan](#) (2017) adopted by the City of Columbia and Richland County. The property falls within the Olympia Neighborhood sub area (pages 12 and 15-16), and the plan proposed a future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) for the property (page 32). Specific Mill District Characteristics were provided related to each recommended future land use classification, and for UCMR-3, these were: "mill vernacular architecture; predominantly single-family; tertiary commercial uses should be limited to corridors with appropriate scale (Olympia Avenue + Whaley Street)" (page 32). The plan recommended the inclusion of on-street bike facilities along Bluff (page 63).

Dreyfus Road was also included as part of an EPA Greening America's Communities design charrette in 2018, subsequent to which [a summary document regarding recommendations for the Rocky Branch Greenway](#) was created for the EPA. Though the document did not make recommendations

specific to the subject property, though it did look at potential connections between property adjacent to the site and the Capital City Ballpark site, as well as improved pedestrian access along Bluff Road, including the construction of a sidewalk along the eastern side of the road.

ZONING

The property is currently zoned Residential 6 (R6) by Richland County. Adjacent parcels within the City of Columbia are zoned Large Lot – Reserve District (LLR) to the northwest, and Community Activity Center/Corridor District (CAC) to the northeast. Both of these adjacent parcels are within the Floodplain and Floodway Overlay Districts (OV-FP and OV-FW). Adjacent parcels in unincorporated Richland County are currently zoned Residential 6 (R6).

The subject property falls within the boundary of a zoning overlay district currently proposed but not yet adopted by Richland County. The first draft of the proposed Neighborhood Character Olympia Mill Village - Overlay (NCOMV-O) was presented to the Richland County Planning Commission in March of 2024. As drafted, this designation would provide some historic preservation and design guidelines that would apply to new construction. At this time, City of Columbia staff is not aware of an anticipated date of adoption of this overlay.

The proposed City of Columbia Zoning is Residential Two-Family – Mill Village District (RD-MV), portions within the Floodplain Overlay District (OV-FP) and Floodway Overlay Districts (OV-FW)

Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends annexation of the property and the assignment of the future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and zoning of Residential Two-Family – Mill Village District (RD-MV), portions within the Floodplain Overlay District (OV-FP) and Floodway Overlay Districts (OV-FW) at the time of annexation.



Future Land Use

100 and 108 Bluff Road; TMS# 11204-02-39 and 11204-02-38
 Current Richland County Future Land Use: Mixed Residential (High Density)
 Proposed City Future Land Use: Urban Core Residential (UCR-3)

25.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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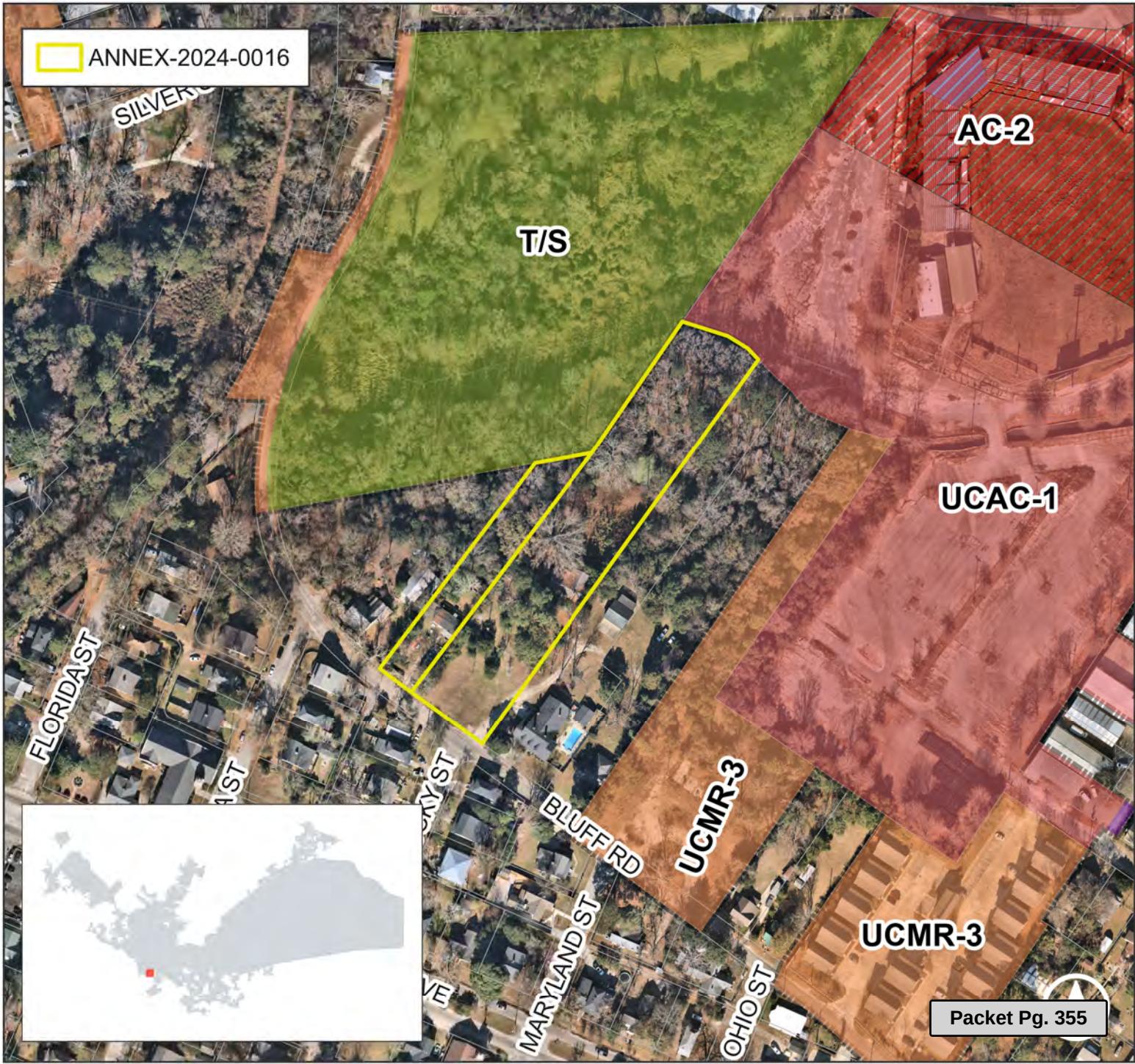
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Zoning

100 and 108 Bluff Road; TMS# 11204-02-39 and 11204-02-38

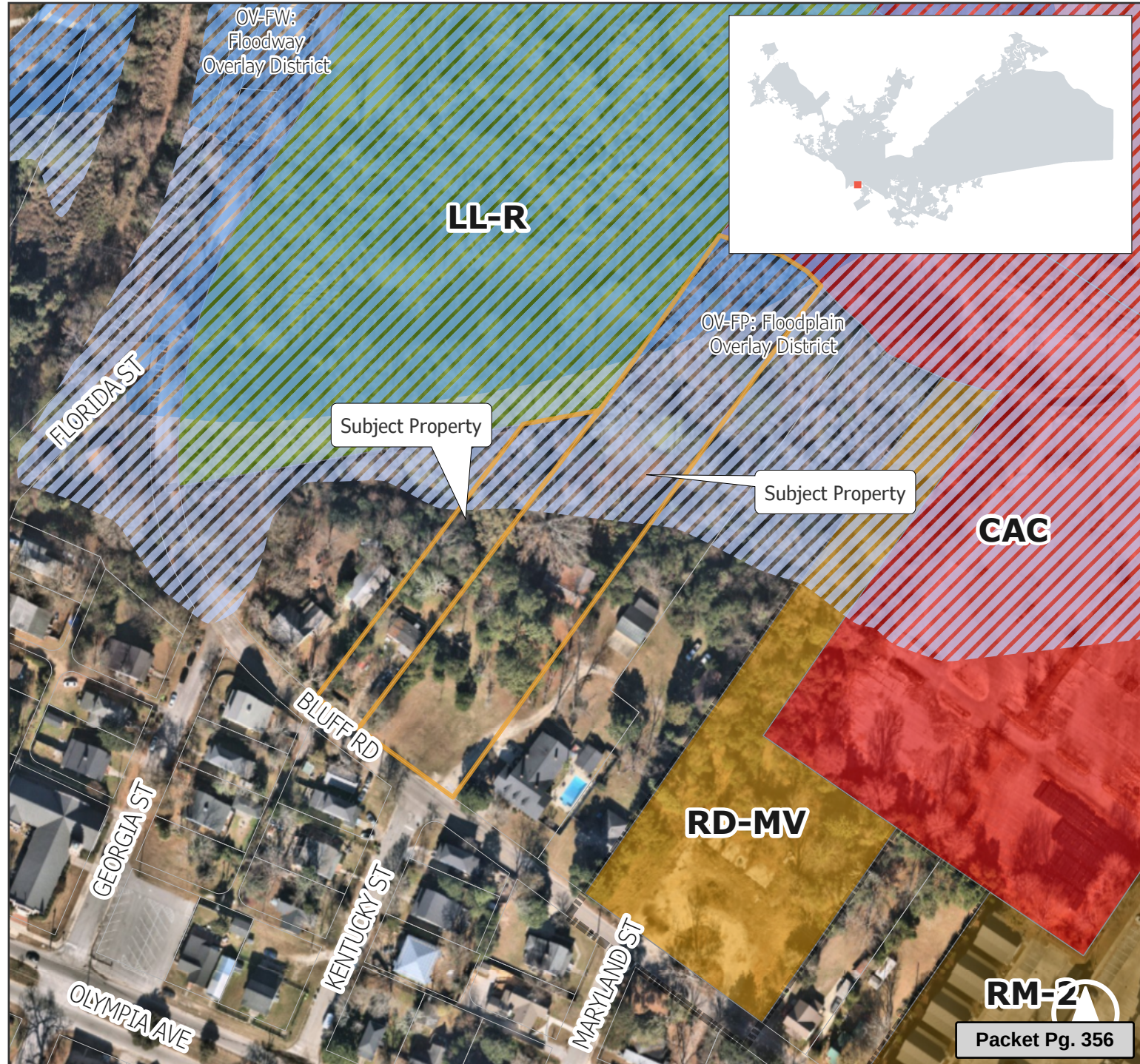
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Current Richland Co. Zoning: R6

Proposed City Zoning: Residential Two-Family Mill Village (RD-MV), portion within OV-FP and OV-FW

Legend

- CAC: Community Activity Center/Corridor
- MC: Mixed Commercial District
- RM-2: Residential Mixed
- RD-MV: Residential Two-Family - Mill Village District
- LL-R: Large Lot - Reserve District
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



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Planning & Development
Services Department

Created by: Iadeforth Date: 7/1/2024

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RM-2

Packet Pg. 356

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

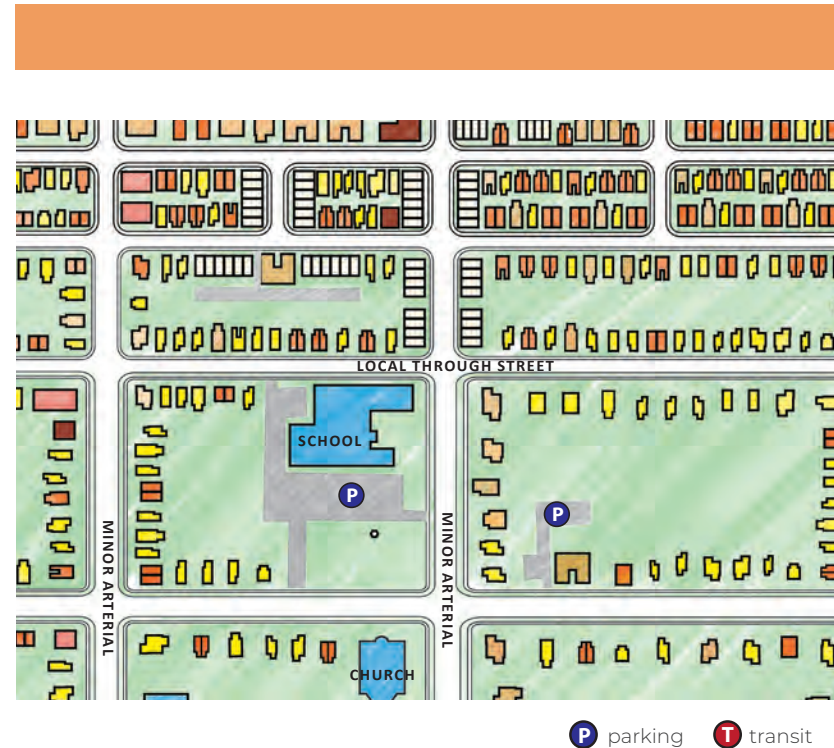
Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

URBAN CORE MIXED RESIDENTIAL TYPE 3 (UCMR-3)

Urban Core Mixed Residential Type 3 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 3 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 3 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use, as well as appropriately-scaled mixed-use and neighborhood service amenities. The development of appropriately-scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential Type 3 neighborhoods generally decrease in intensity as development moves further from main arterials and activity centers.



UCMR-3 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- Single-family Attached
- Two-family

SECONDARY TYPES

- Three-family
- Multi-family Small

TERTIARY TYPES

- Multi-family Medium
- Multi-family Mixed-use Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

UCMR-3 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns found on both sides of the street (preferred). An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban core. Alleyways are not common but can be used in redevelopment or infill.
- 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. Deeper lots are typically 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 the block.
- Building types may be mixed on a block but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Many lots have dedicated driveways and/or parking areas, such as surface parking, driveways, or detached garages, located in the interior of the block. On-street parking is also common.



- Open spaces in the form of neighborhood parks, linear parks, and greens are important open space elements in a more densely developed neighborhood.
- Architectural detailing is human scale, shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

Proposed Zoning District



RD-MV: Residential Two-Family – Mill Village District

Purpose

The purpose of the Residential Two-Family - Mill Village (RD-MV) District is to accommodate a mix of single-family dwellings and two-family dwellings at higher densities on lands within the historic Mill Village area. 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.)	3,300
Lot Width, min. (ft.)	50
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	50
Density, max. (du/acre)	13.2
Front Yard Setback, min. (ft.)	5
Side Yard Setback, min. (ft.)	10
Rear Yard Setback, min. (ft.)	5
Building Height, max. (ft.)	35

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

Cottage Neighborhood Development	Elementary, middle, or high school ²
Dwelling, single-family detached	Arboretum or botanical garden ²
Dwelling, two-family	Cemetery ²
Community recreation center	Park or greenway ¹
Cultural facility ²	Utility facility, major ²
Day care facility ²	Utility facility, minor
Library	Community garden ¹
Place of worship ²	Crop production and processing ²
Public safety facility	

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.

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(e) OV-FP: Floodplain Overlay District**

(e) OV-FP: Floodplain Overlay District**(1) Purpose**

The purpose of the Floodplain Overlay (OV-FP) District is to protect people and property from risks associated with flooding in floodplain areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses and require certain uses to be located and constructed in a manner that avoids or mitigates damage in the event of flooding.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-FP District, in addition to the base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-FP District shall control.

(3) Comply with Floodplain Regulations

Development in the OV-FP District shall comply, as determined by the City Engineer, with all applicable regulations established for special flood hazard areas in Article III, Chapter 21 of the Code of Ordinances and with applicable Federal Emergency Management Agency regulations.

(d) OV-FW: Floodway Overlay District

(1) Purpose

The purpose of the Floodway Overlay (OV-FW) District is to protect people and property from risks associated with flooding in floodway areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-FW District, in addition to the base zoning district standards. In instances where there is a conflict between the standards in the OV-FW district and any other standards in this Ordinance, including the standards in the base district, the standards in the OV-FW District shall control.

(3) Comply with Floodway Regulations

Development in the OV-FW District shall comply, as determined by the City Engineer, with regulations established for floodways in Article III, Chapter 21 of the Code of Ordinances and with applicable Federal Emergency Management Agency regulations.

ORDINANCE NO.: 2024-066

Annexing 100 and 108 Bluff Road, Richland County TMS #11204-02-39 and TMS #11204-02-38 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 _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 100 and 108 Bluff Road, Richland County TMS #11204-02-39 and TMS #11204-02-38 containing 2.77 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 #3, Census Tract 28, and assigned a future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and zoning of Residential Two-Family – Mill Village District (RD-MV), portions within the Floodplain Overlay District (OV-FP) and Floodway Overlay Districts (OV-FW).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 11204-02-39 and 11204-02-38

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.: 2024-066
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and designated as LOT THREE (3), containing 0.63 Acre, fronting on Bluff Road, as shown upon a plat of The Estate of B. E. Davis, Sr. prepared by Arthur J. Weed, dated June 22, 1978, recorded on June 6, 1995 in the Office of the Register of Deeds for Richland County in Book 55 Page 7899, and having such metes and bounds as shown on said plat. The lot of land is bounded on the North by property now or formerly of R. H. Elliott, whereon it measures 106.0 feet; on the East by Lot 4 whereon it measures 434.4 feet; on the South by Bluff Road whereon it fronts and measures 59.6 feet; and on the West by Lot 2 whereon it measures 360.15 feet; be all measurements a little more or less.

Also, All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina and being shown as 100,990 sq. ft., 2.318 acres, on a boundary survey of the property of Betty F. Davis by Survey Matters, LLC, and dated May 4, 2016. Said parcel having such boundaries and measurements as are shown on said boundary survey.

LEGAL DEPARTMENT DRAFT

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: 6/26/2024

RE: **Property Address:** 100 and 108 Bluff Road
Richland County TMS#: 11204-02-39 and 11204-02-38
Owner(s): James L. Hilliard and Benjamin Elbert Davis III / Sandlapper Management Company, LLC
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Core Mixed Residential Type 3 (UCMR-3)
Current County Zoning: Residential 6 (R6)
Proposed City Zoning: Residential Two-Family – Mill Village District (RD-MV), portions within the Floodplain Overlay District (OV-FP) and Floodway Overlay Districts (OV-FW)
Reason for Annexation: Municipal Services – New Development; Donut Hole - Primary
City Council District: 3
Census Tract: 28

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 18, 2024** 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
 Aric Jensen, Assistant County Administrator – Richland County

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
 Wendy Royal, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator
 Shiriani Fuller, Richland County Engineering

Planning Commission Land Use Recommendation: UCMR-3 (Land Use classification) by 5-0
 on 7/18/24 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RD-MV, Portions OV-FP + OV-FW (Zoning classification) by 5-0
 on 7/18/24 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use

100 and 108 Bluff Road; TMS# 11204-02-39 and 11204-02-38
 Current Richland County Future Land Use: Mixed Residential (High Density)
 Proposed City Future Land Use: Urban Core Residential (UCR-3)

25.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

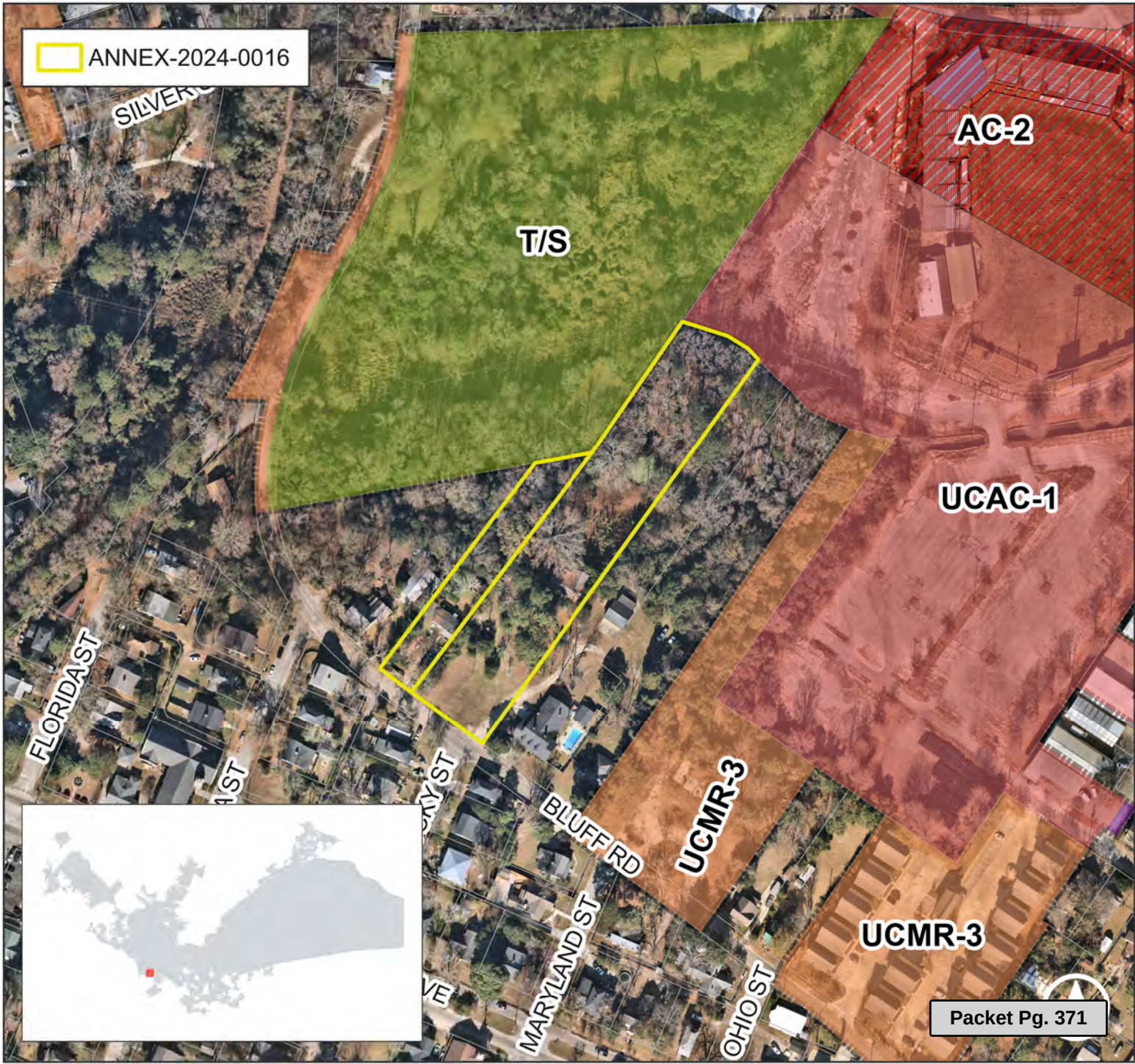
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Planning & Development
 Services Department

Created by: swudson Date: 6/18/2024

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



Zoning

100 and 108 Bluff Road; TMS# 11204-02-39 and 11204-02-38

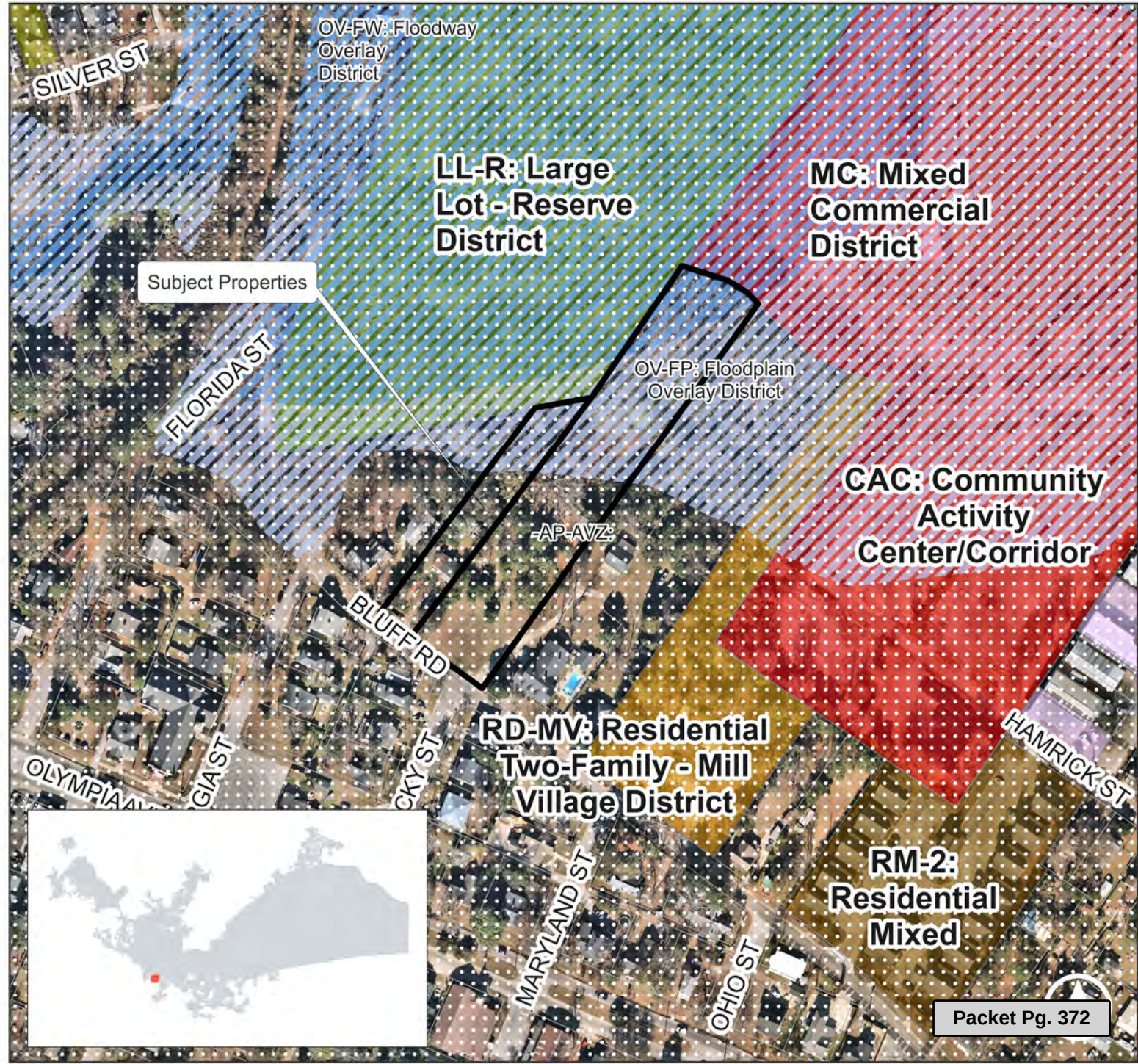
Current Richland County Zoning: R6

Proposed City Zoning: Residential Two-Family-Mill Village(RD-MV), portion within OV-FP and OV-FW

25.c

Legend

- CAC: Community Activity Center/Corridor
- MC: Mixed Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- RD-MV: Residential Two-Family - Mill Village District
- EC: Employment Campus District
- LL-R: Large Lot - Reserve District
- OV-A: Airport Safety Overlay District
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 200 400 Feet



Planning & Development
Services Department

Created by: swudson Date: 6/18/2024

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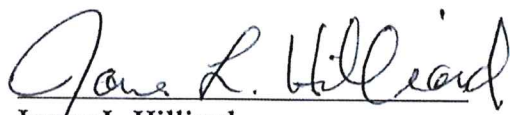
STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the properties 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 any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and designated as LOT THREE (3), containing 0.63 Acre, fronting on Bluff Road, as shown upon a plat of The Estate of B. E. Davis, Sr. prepared by Arthur J. Weed, dated June 22, 1978, recorded on June 6, 1995 in the Office of the Register of Deeds for Richland County in Book 55 Page 7899, and having such metes and bounds as shown on said plat. The lot of land is bounded on the North by property now or formerly of R. H. Elliott, whereon it measures 106.0 feet; on the East by Lot 4 whereon it measures 434.4 feet; on the South by Bluff Road whereon it fronts and measures 59.6 feet; and on the West by Lot 2 whereon it measures 360.15 feet; be all measurements a little more or less.

Richland County TMS: 11204-02-39
 Property Addresses: 100 Bluff Road

Seller:


 James L. Hilliard

Date: 06/17/24

Buyer:

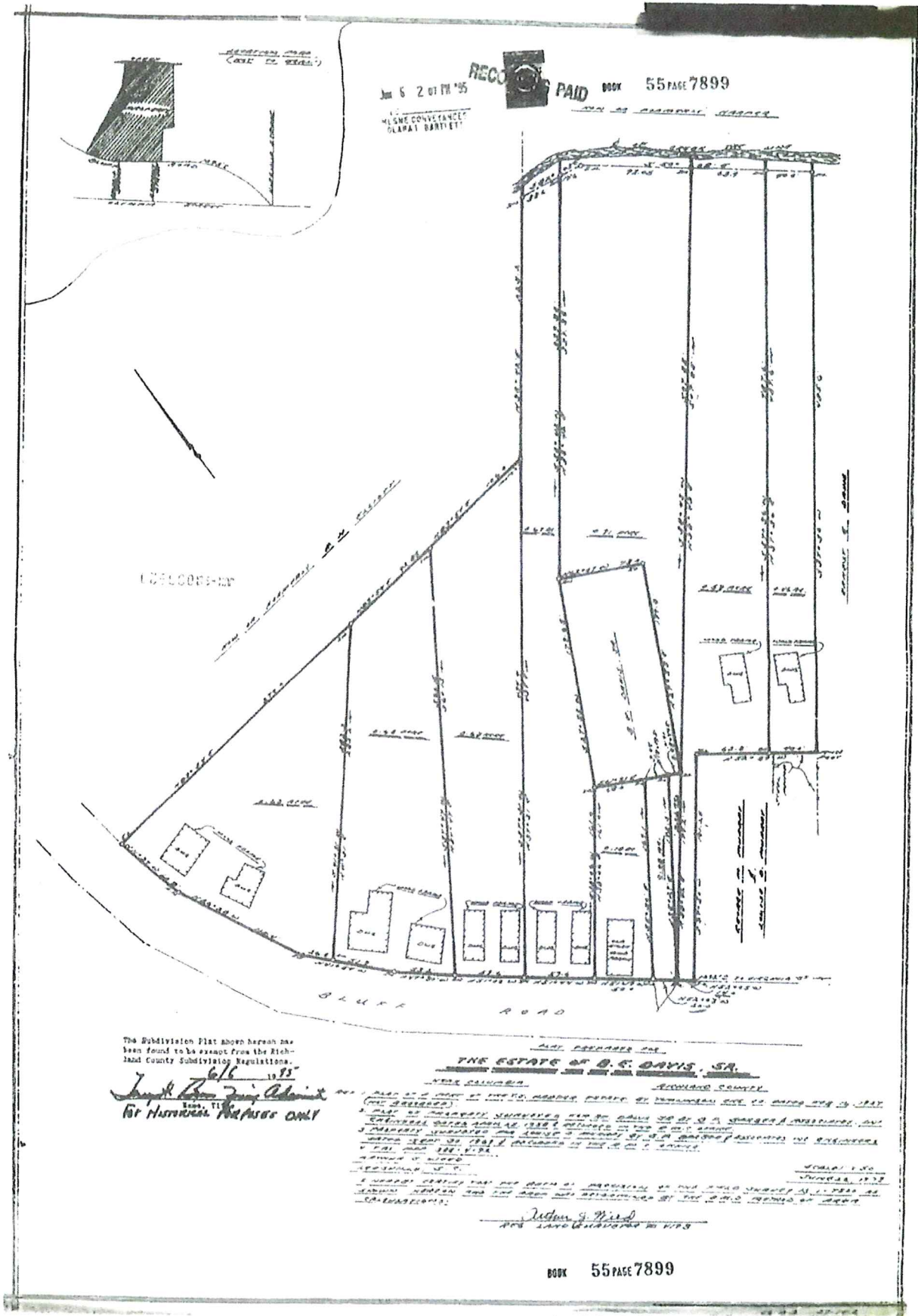
Sandlapper Management Company, LLC

BY:  06/17/24
 (Signature)

Date: _____

Jason E. Holliday
 (Print or Type Name)

ITS: ^{Member}
 (Print or Type Title)



STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the properties described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina and being shown as 100,990 sq. ft., 2.318 acres, on a boundary survey of the property of Betty F. Davis by Survey Matters, LLC, and dated May 4, 2016. Said parcel having such boundaries and measurements as are shown on said boundary survey.

Richland County TMS: 11204-02-38

Property Addresses: 108 Bluff Road

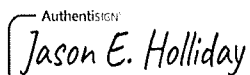
Seller:


 Benjamin Elbert Davis, III

Date: 6-17-24

Buyer:

Sandlapper Management Company, LLC

BY: 
 (Signature)

Date: 06/17/24

Jason E. Holliday
 (Print or Type Name)

ITS: Member
 (Print or Type Title)

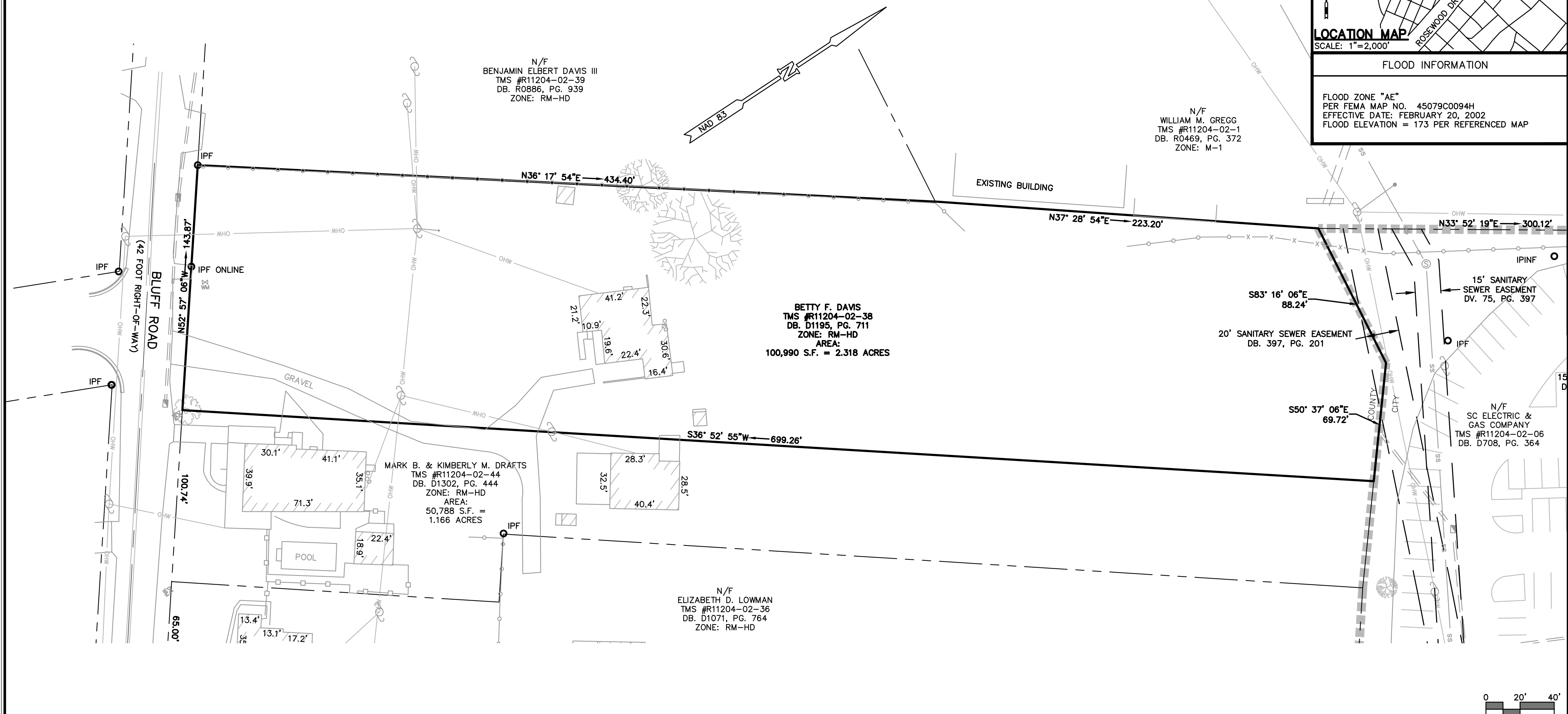
LEGEND

	PROPERTY LINE		DRAINAGE MANHOLE
	WATER LINE		SANITARY MANHOLE
	OVERHEAD UTILITY LINES		UTILITY POLE
	WIRE FENCE		IRON PIPE FOUND
	WOOD FENCE		IRON PIN FOUND
	CHAIN LINK FENCE		IRON PIN SET

LOCATION MAP
SCALE: 1"=2,000'

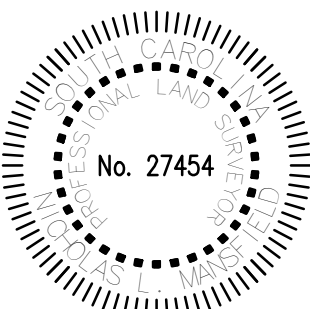
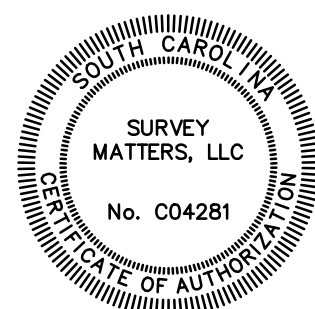
FLOOD INFORMATION

FLOOD ZONE "AE"
PER FEMA MAP NO. 45079C0094H
EFFECTIVE DATE: FEBRUARY 20, 2002
FLOOD ELEVATION = 173 PER REFERENCED MAP



NOTES:

1. NORTH ARROW AND BEARINGS ARE BASED UPON SC GRID NAD 83.
2. THIS SURVEY MEETS THE REQUIREMENT FOR A CLASS "A" SURVEY (1:10,000) AS DEFINED FOR THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF SOUTH CAROLINA.
3. THE AREA WAS DETERMINED BY DMD METHOD.
4. ALL HORIZONTAL DISTANCES ARE GROUND DISTANCES.
5. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
6. ZONING PROVIDED BY THE CITY OF COLUMBIA TO BE USED FOR INFORMATIONAL PURPOSES ONLY.



I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON 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 A SURVEY AS SPECIFIED THEREIN.

Nicholas L. Mansfield
NICHOLAS L. MANSFIELD

DATE: 5/4/2016

PLS #27454

BOUNDARY SURVEY

PROPERTY OF:
BETTY F. DAVIS
108 BLUFF ROAD
RICHLAND COUNTY, CITY OF COLUMBIA, SOUTH CAROLINA

DRAWN NLM	CHECKED NLM	 SURVEY MATTERS, LLC LAND SURVEYING SERVICES 103 East Butler Road, Suite J Mauldin, South Carolina 29662 (864) 451-0176 nick@survey-matters.com	13-054 PROJECT NO.
SCALE 1" = 40'	DATE 5/4/2016		1 OF 1 SHEET NO.



MEETING DATE: August 20, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP
AMENDMENT, AND ZONING MAP AMENDMENT
for -28.50 acres E/S Broad River Road, TMS#
06112-05-33

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2024-065 - Annexing 28.50 acres E/S Broad River Road, Richland County TMS #06112-05-33 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 the land use classification of Urban Edge Mixed Residential (UEMR) and assign of zoning of Residential Mixed District (RM-2). The property is currently classified as Mixed Residential (High Density) and Mixed Use Corridor and zoned Residential 6 (R6) by Richland County.

Applicant: Edward Rose Assoc., LLC

Staff Recommendation: Approval

PC Recommendation: 07/18/2024; Approval, (5-0)

ATTACHMENTS:

- **#a:** BroadRiver_ZPH_pkt (PDF)
- **#b:** 2024-065 - Annex and Incorporate 28.50 acres ES Broad River Road (PDF)
- **#c:** BroadRiver_28.50acES_Offer_Notice (PDF)
- **#d:** BroadRiver_28.50acES_Petition (PDF)



CITY COUNCIL

August 20, 2024 at 4:00 P.M.

Busby Street Community Center, 1735 Busby Street, Columbia, S.C., 29203

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

28.50 acres E/S Broad River Road, TMS# 06112-05-33

Council District:	1
Proposal:	Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign of zoning of Residential Mixed District (RM-2). The property is currently classified as Mixed Residential (High Density) and Mixed Use Corridor and zoned Residential 6 (R6) by Richland County.
Applicant:	Edward Rose Assoc., L.L.C.
Staff Recommendation:	Approval
PC Recommendation:	07/18/2024; Approval, (5-0)
ZPH, 1 st Reading:	08/20/2024; Pending
2 nd Reading:	09/03/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 28.50 acres

Current Use: Undeveloped

Proposed Use: Residential

Reason for Annexation: Municipal Services – New Development

Urban Service Area: Secondary Area

Current County Land Use Classification: Mixed Residential (High Density) and Mixed Use Corridor

Proposed City Land Use Classification: Urban Edge Mixed Residential (UEMR)

Current County Zoning: Residential 6 (R6)

Proposed City Zoning: Residential Mixed District (RM-2)

Census Tract: 104.14

DETERMINATION FOR CITY SERVICES

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

Police

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 proposed single-family residential subdivision would be approximately \$41,000 per year, based on calls to similar nearby residential areas 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

If these are going to be rentals, they must have private waste service. If individually owned, City will provide service. **The approximate cost to provide Solid Waste services to a single-family residence is \$225 a year.**

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 property is currently vacant and any new homes would represent new customers, who 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 within a Secondary Area as designated within the Urban Service Area plan. The current plans for the property are to develop a single-family residential subdivision of approximately 250 townhomes. At build-out, the estimate real estate tax revenue generated for the City would be **approximately \$176,000 per year** based on anticipated taxable value of this development.

* Estimated City Tax Revenue is based on 2023 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 than this number, 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 .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Secondary Area" in the Urban Service Area Plan.

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.

Secondary Areas

Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include "higher value" properties where annexation could prove beneficial to revenues.

Annexation within Secondary Areas should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Mixed Residential (UEMR). The property is currently designated as Mixed Residential (High Density) and Mixed Use Corridor by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The portion of the subject property that falls within Richland County 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 St. Andrews East Neighborhood Sub-Area (page 48), and the Plan assigned a proposed land use character district of Neighborhood Residential District to the property (page 32). The property is not located within the vicinity of a proposed catalyst project, and the conceptual plan depicts the property as existing open space/tree canopy (page 51).

ZONING

The property is currently zoned Residential 6 (R6) by Richland County. Adjacent parcels within the City of Columbia are zoned Residential Mixed District (RM-2) to the north and south, and Institutional - General District (INS-GEN) to the east. Adjacent parcels in unincorporated Richland County are currently zoned General Commercial (GC) to the northwest and southwest, Residential 6 (R6) to the south, and Residential 5 (R5) to the west, across Broad River Road.

The proposed City of Columbia Zoning is Residential Mixed District (RM-2).

Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends annexation of the property and the assignment of the future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Residential Mixed District (RM-2) at the time of annexation.

Subject Property



Future Land Use

28.50 acres E/S Broad River Road; TMS# 06112-05-33

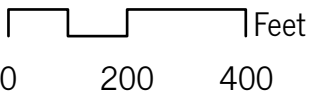
Current Richland Co. Future Land Use: Mixed Res. (High Density) & Mixed Use Corridor

Proposed City Future Land Use: Urban Edge Mixed Residential (UEMR)

26.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
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- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits



Planning & Development Services Department

Created by: sw Hudson Date: 6/11/2024



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Zoning

28.50 acres E/S Broad River Road; TMS# 06112-05-33

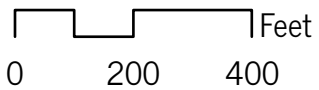
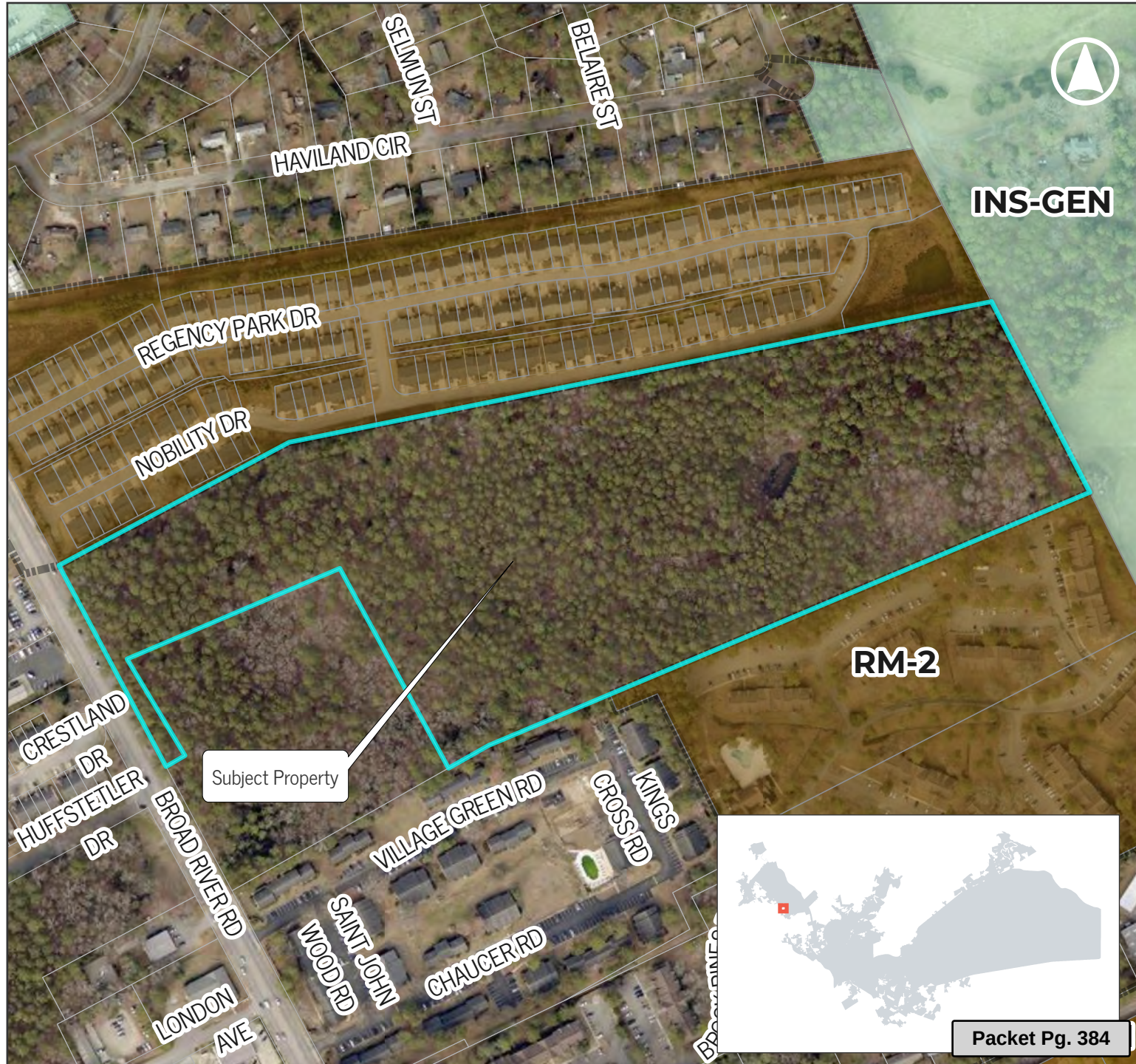
Current Richland Co. Zoning: R6

Proposed City Zoning: Residential Mixed (RM-2)

26.a

Legend

- RM-2: Residential Mixed
- RM-1: Residential Mixed
- INS-GEN: Institutional - General District
- Parcels
- City Limits



Planning & Development Services Department

Created by: swhudson Date: 6/11/2024



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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.

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

Proposed Future Land Use Classification

Development Types

URBAN EDGE MIXED RESIDENTIAL (UEMR)

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.



UEMR BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small & Medium

TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UEMR DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure. It may have limited points of connections and frequent use of culs-de-sac.
- Streets vary in width from 30 foot rights-of-way to 60 foot rights-of-way. Sidewalks are not common in existing neighborhoods but should be provided in redevelopment or new development.
- Blocks vary by subdivision but may be similar to an urban block, or be less defined and more organically shaped by the landscape or former parent lot.
- The subdivision pattern is typically very consistent in terms of lot sizes. Lots themselves may vary from rectangular parcels to wedge-shaped parcels consistent with the more curvilinear street network and cul-de-sac lots.
- Buildings are typically located near the center of the lot, with somewhat equal front and back yards. Buildings often present a wider façade to the street and attached garages and driveways are common.
- Building scale and design of groups of housing types should be complimentary to adjacent housing types in scale. Housing types are typically developed in separate subdivisions (multi-family, single-family, townhouses). Mixing of housing types within a block is uncommon.
- Open space should be provided throughout Urban Edge Mixed Residential developments in an informal and passive manner as well as through neighborhood recreation facilities and clubhouses.



- Architectural details may vary within each subdivision depending on the mix of residential types and era of construction. Infill development should respect the existing horizontal and vertical scaling as well as location and orientation of buildings on the lots.

Proposed Zoning District



RM-2: Residential Mixed District

Purpose

The purpose of the Residential Mixed (RM-2) District is to provide lands that accommodate moderate-density mixed residential development that allows single-family, two-family, townhouse, and medium-scale multi-family dwellings.

The street network is gridded and buildings are located close to, and oriented toward, the street.

Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	3,000
Lot Width, min. (ft.)	75[1]/18[2]	40
Lot Depth, min. (ft.)	60	60
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	17.2
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.)	50	50

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

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

Cottage neighborhood development

Dwelling, live-work¹

Dwelling, multifamily

Dwelling, single-family detached

Dwelling, townhouse

Dwelling, two-family

Community recreation center

Cultural facility²

Day care facility¹

Library

Place of worship²

Public safety facility

Elementary, middle, or high school²

Arboretum or botanical garden²

Cemetery²

Park or greenway¹

Utility facility, major²

Utility facility, minor

Dry cleaning pick-up¹

Grocery store or food market²

Community garden¹

Crop production and processing²

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.: 2024-065

Annexing 28.50 acres E/S Broad River Road, Richland County TMS #06112-05-33 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 _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as E/S Broad River Road, Richland County TMS #06112-05-33 containing 28.50 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 104.14, and assigned a future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Residential Mixed District (RM-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 06112-05-33

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.: 2024-065
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain 28.50 acre tract of land situate, lying and being in the County of Richland, State of South Carolina, northwest of the City of Columbia and also being a portion of that land surveyed for George E. Meetze, et al. by Palmetto Engineering, Inc., December 19, 1973; is as shown on a plat prepared for Edward Rose Associates, Inc., prepared by Leon Campbell and Associates, Inc. dated December 13, 1979; revised December 18, 1979, and further described as follows: Beginning at the point of beginning, being an iron (new) on the right-of-way of U. S. Highway 176 (Broad River Road) 423 feet, more or less, northwest of the entrance to Village Green Apartments, running N26°40'25"W along said right-of-way for a distance of 533.20 feet to an iron (new); thence turning and running N63°19'30"E through the land of N/F George Meetze, et al. for a distance of 595.79 feet to an iron (new); thence turning and running N80°03'30"E continuing through the N/F Meetze land for a distance of 1639.87 feet to an iron (new); thence turning and running S25°43'E along lands of the South Carolina Department of Corrections for a distance of 512.21 feet to an iron (old); thence turning and running S69°32'W along and contiguous with the northerly boundary of a plat prepared by Douglas E. Platt, Sr. dated January 8, 1974 and recorded in the R.M.C. Office for Richland County in Plat Book X, at page 3318 for a distance of 874.85 feet to an iron (old); thence turning and continuing along said northerly boundary S68°34'W for a distance of 719.91 feet to an iron (new); thence turning and running N24°53'W along property of N/F Louise Huffstetler for a distance of 519.66 feet to an iron (old); thence continuing along the said N/F Louise Huffstetler property the following courses and distances: S65°42'W for a distance of 529.03 feet to an iron (old); S25°43'30"E for a distance of 257.45 feet to an iron (old); thence S70°18'W for a distance of 54.91 feet to an iron (new) on the right-of-way of U. S. Highway 176, being the point of beginning.

LEGAL DEPARTMENT DRAFT

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: June 13, 2024

RE: **Property Address:** 28.50 acres E/S Broad River Road
Richland County TMS#: 06112-05-33
Owner(s): Edward Rose Assoc., L.L.C.
Current Use: Undeveloped
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density) and Mixed Use Corridor
Proposed City Land Use: Urban Edge Mixed Residential (UEMR)
Current County Zoning: Residential 6 (R6)
Proposed City Zoning: Residential Mixed District (RM-2)
Reason for Annexation: Municipal Services; Secondary Area
City Council District: 1
Census Tract: 104.14

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 18, 2024** 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

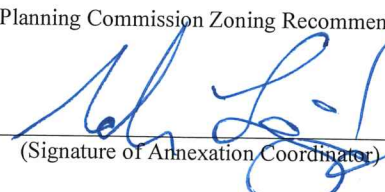
cc:

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 Liasion
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator
 Aric Jensen, Assistant County Administrator – Richland County

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
 Wendy Royal, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator
 Shiriani Fuller, Richland County Engineering

Planning Commission Land Use Recommendation: UEMR (Land Use classification) by 5-0
 on 7/18/24 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RM-2 (Zoning classification) by 5-0
 on 7/18/24 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

Subject Property



Future Land Use

28.50 acres E/S Broad River Road; TMS# 06112-05-33

Current Richland Co. Future Land Use: Mixed Res. (High Density) & Mixed Use Corridor

Proposed City Future Land Use: Urban Edge Mixed Residential (UEMR)

26.c

Legend

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- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

0 200 400 Feet

Planning & Development Services Department

Created by: sw Hudson Date: 6/11/2024



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Zoning

28.50 acres E/S Broad River Road; TMS# 06112-05-33

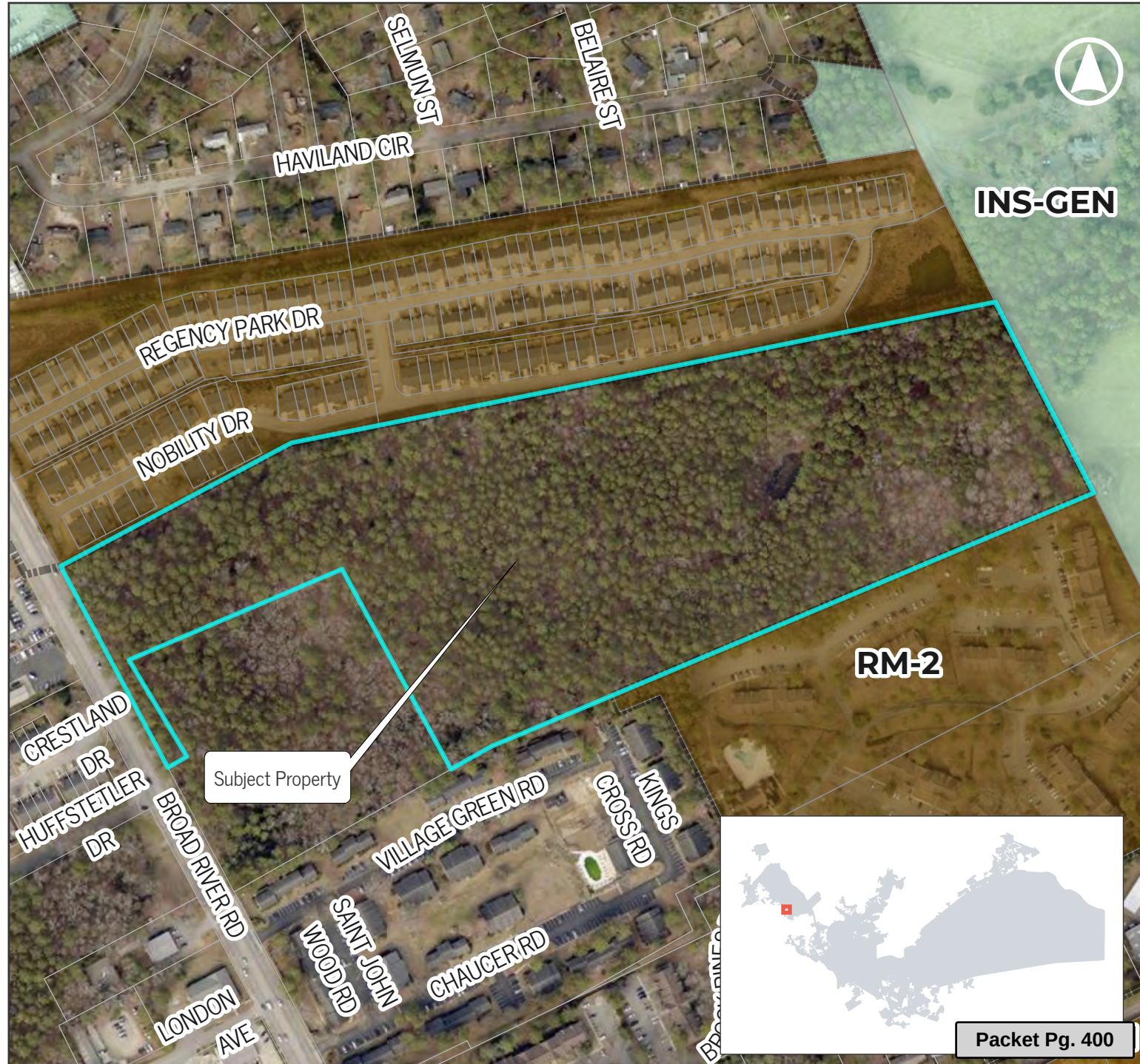
Current Richland Co. Zoning: R6

Proposed City Zoning: Residential Mixed (RM-2)

26.c

Legend

- RM-2: Residential Mixed
- RM-1: Residential Mixed
- INS-GEN: Institutional - General District
- Parcels
- City Limits



0 200 400 Feet

Subject Property

Planning & Development
Services Department

Created by: swhudson Date: 6/11/2024



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Packet Pg. 400

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

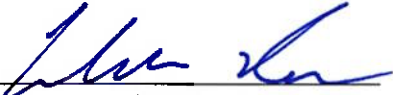
The undersigned, being the owner(s) of the properties described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: See Attached Exhibit "A"

Richland County TMS: 06112-05-33

Property Addresses: 28.50 acres E/S Broad River Road

Edward Rose Assoc., L.L.C.

BY: 
 (Signature)

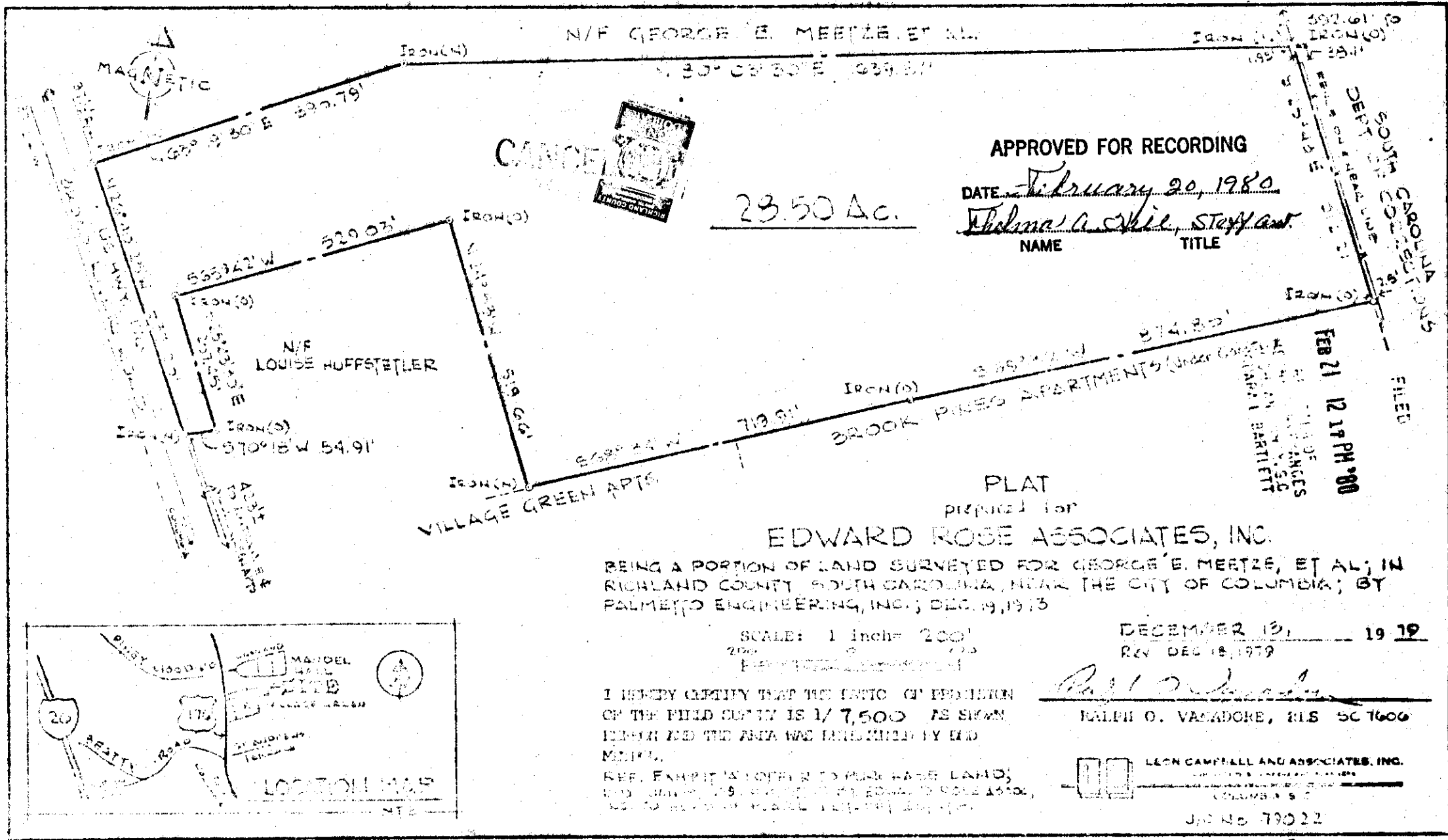
Date: 6/6/24

Warren Rose
 (Print or Type Name)

ITS: Manager
 (Print or Type Title)

Exhibit "A"
Property Description

All that certain 28.50 acre tract of land situate, lying and being in the County of Richland, State of South Carolina, northwest of the City of Columbia and also being a portion of that land surveyed for George E. Meetze, et al. by Palmetto Engineering, Inc., December 19, 1973; is as shown on a plat prepared for Edward Rose Associates, Inc., prepared by Leon Campbell and Associates, Inc. dated December 13, 1979; revised December 18, 1979, and further described as follows: Beginning at the point of beginning, being an iron (new) on the right-of-way of U. S. Highway 176 (Broad River Road) 423 feet, more or less, northwest of the entrance to Village Green Apartments, running N26°40'25"W along said right-of-way for a distance of 533.20 feet to an iron (new); thence turning and running N63°19'30"E through the land of N/F George Meetze, et al. for a distance of 595.79 feet to an iron (new); thence turning and running N80°03'30"E continuing through the N/F Meetze land for a distance of 1639.87 feet to an iron (new); thence turning and running S25°43'E along lands of the South Carolina Department of Corrections for a distance of 512.21 feet to an iron (old); thence turning and running S69°32'W along and contiguous with the northerly boundary of a plat prepared by Douglas E. Platt, Sr. dated January 8, 1974 and recorded in the R.M.C. Office for Richland County in Plat Book X, at page 3318 for a distance of 874.85 feet to an iron (old); thence turning and continuing along said northerly boundary S68°34'W for a distance of 719.91 feet to an iron (new); thence turning and running N24°53'W along property of N/F Louise Huffstetler for a distance of 519.66 feet to an iron (old); thence continuing along the said N/F Louise Huffstetler property the following courses and distances: S65°42'W for a distance of 529.03 feet to an iron (old); S25°43'30"E for a distance of 257.45 feet to an iron (old); thence S70°18'W for a distance of 54.91 feet to an iron (new) on the right-of-way of U. S. Highway 176, being the point of beginning.



APPROVED FOR RECORDING
 DATE February 20, 1980
 NAME Thomas A. Hill, Secretary TITLE

23.50 Ac.

BEING A PORTION OF LAND SURVEYED FOR GEORGE E. MEETZ, ET AL; IN RICHLAND COUNTY, SOUTH CAROLINA, NEAR THE CITY OF COLUMBIA; BY PALMETTO ENGINEERING, INC.; DEC. 19, 1973

SCALE: 1 inch = 200'
 200' 0' 0"

DECEMBER 13, 19 79
 REV DEC 13, 1979

I HEREBY CERTIFY THAT THE INFO. OF PREPARATION OF THE FIELD SURVEY IS 1/7,500 AS SHOWN HEREON AND THE AREA WAS INSPECTED BY ME. MANDREL.

REF. EXHIBIT IS OFFERED TO PURCHASE LAND; FOR THE PURPOSE OF THE EQUAL TO VALUE ACT; TO BE USED FOR THE PURPOSE OF THE ACT.

Ralph O. Vasadore
 RALPH O. VASADORE, RLS SC 1600

LEON CAMPBELL AND ASSOCIATES, INC.
 1000 S. JEFFERSON ST.
 COLUMBIA, SC 29202
 JCN 79022

96825



MEETING DATE: August 20, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ANNEXATION, FUTURE LAND USE MAP
AMENDMENT, AND ZONING MAP AMENDMENT
for 52 Riverview Court and portion of 62
Riverview Court TMS# 09106-21-10 and
09106-21-12 (portion)**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2024-064 -Annexing 52 Riverview Court and 62 Riverview Court, Richland County TMS #09106-21-10 and TMS #09106-21-12 (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 the land use classification of Urban Core Residential Small Lot (UCR-1) and assign of zoning of Residential Single Family Small Lot (RSF-3). The property is currently classified as Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County.

Applicant: Casa MacVerde Holdings, LLC

Staff Recommendation: Approval

PC Recommendation: 07/18/2024; Approval, (5-0)

ATTACHMENTS:

- **#a:** Riverview52_62_ZPH_pkt (PDF)
- **#b:** 2024-064 - Annex and Incorporate 52 Riverview Court and 62 Riverview Court (PDF)
- **#c:** Riverview_52_62_Offer_Notice (PDF)

- #d: Riverview_52_62_Petition_rev (PDF)



CITY COUNCIL

August 20, 2024 at 4:00 P.M.

Busby Street Community Center, 1735 Busby Street, Columbia, S.C., 29203

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

52 Riverview Court and portion of 62 Riverview Court
TMS# 09106-21-10 and 09106-21-12 (portion)

Council District:	1
Proposal:	Request to annex the property, assign the land use classification of Urban Core Residential Small Lot (UCR-1) and assign of zoning of Residential Single Family Small Lot (RSF-3). The property is currently classified as Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County.
Applicant:	Casa MacVerde Holdings, LLC
Staff Recommendation:	Approval
PC Recommendation:	07/18/2024; Approval, (5-0)
ZPH, 1 st Reading:	08/20/2024; Pending
2 nd Reading:	09/03/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.35 acres

Current Use: Residential

Proposed Use: Residential

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole - 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 6 (R6)

Proposed City Zoning: Residential Single Family Small Lot (RSF-3)

Census Tract: 6

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 these two lots (one vacant and one containing a single family residence) would be **approximately \$100 per year**, based on calls to similar nearby residential areas 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

The Solid Waste Division provides service nearby, and has service capacity on the Tuesday route. The approximate cost to provide Solid Waste services to a single-family residence is \$225 a year.

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 account owner will pay water and sewer rates approximately 40% lower than out-of-city customers. One of the parcels is currently vacant and any development will represent new customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is within an area designated as Donut Hole - Primary within the Urban Service Area plan. There is currently a single family residence on one of the lots and the other lot is vacant. The estimated real estate tax revenue generated for the City would be **approximately \$460 per year** based on the current taxable value of these properties.

* Estimated City Tax Revenue is based on 2023 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 than this number, 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 .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a “Donut Hole - Primary” in the Urban Service Area Plan.

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 for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Core Residential Small Lot (UCR-1). The property is currently designated as Mixed Residential (High Density) by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property 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 creating direct access along Lucius Road to the Three Rivers Greenway (Section 23, pages 94-95).

ZONING

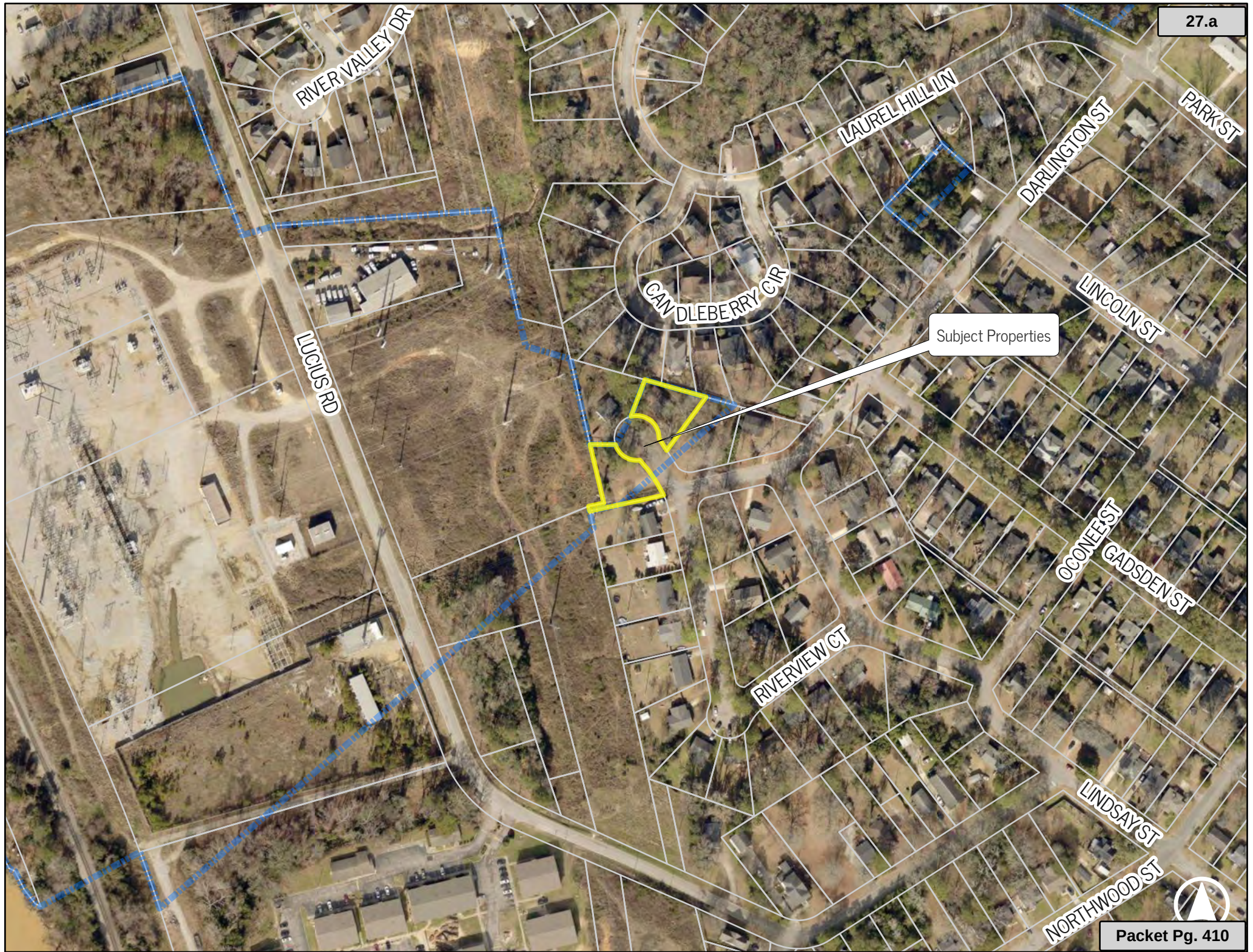
The property is currently zoned Residential 6 (R6) by Richland County. Adjacent parcels within the City of Columbia are zoned Residential Mixed District (RM-2) to the north, and Residential Single Family Small Lot (RSF-3) to the south and northwest. Adjacent parcels in unincorporated Richland County, to the west and fronting on Lucius Road, are currently zoned General Commercial (GC).

The proposed City of Columbia Zoning is Residential Single Family Small Lot (RSF-3).

Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends annexation of the property and the assignment of the future land use classification of Urban Core Residential Small Lot (UCR-1) and zoning of Residential Single Family Small Lot (RSF-3) at the time of annexation.



RIVER VALLEY DR

LAUREL HILL LN

DARLINGTON ST

PARK ST

CANDEBERRY CIR

Subject Properties

LUCIUS RD

LINCOLN ST

O'CONNOR ST
GADSDEN ST

RIVERVIEW CT

LINDSAY ST

NORTHWOOD ST



Future Land Use

52 Riverview Court and portion of 62 Riverview Court; TMS#s 09106-21-10 and -12 (Parcel 27.a)
 Current Richland Co. Future Land Use: Mixed Residential (High Density)
 Proposed City Future Land Use: Urban Core Residential Small Lot (UCR-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
- 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

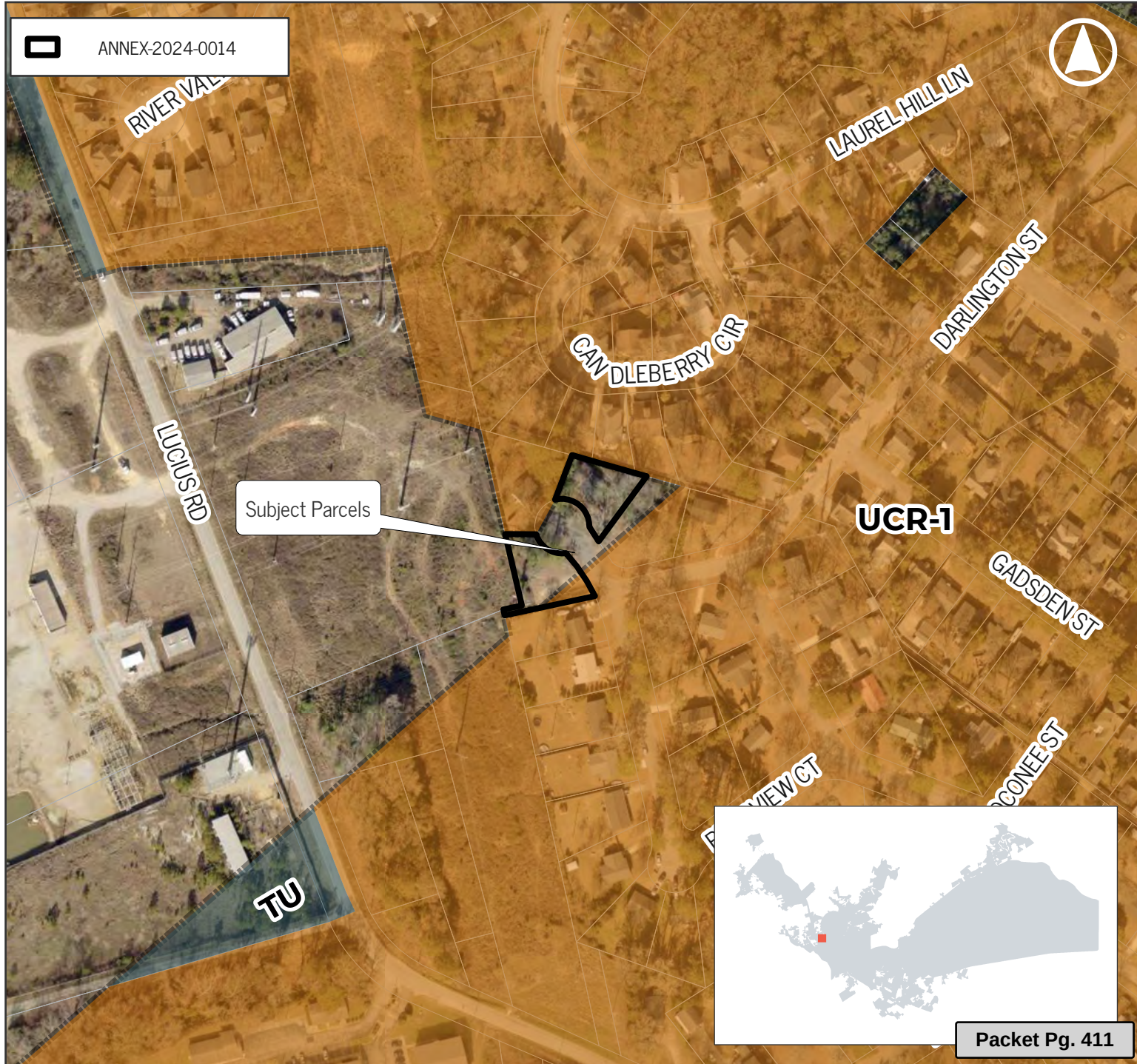
0 200 400 Feet

Planning & Development Services Department

Created by: sw Hudson Date: 6/11/2024



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

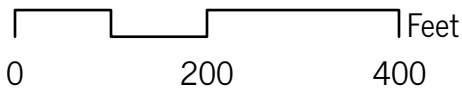
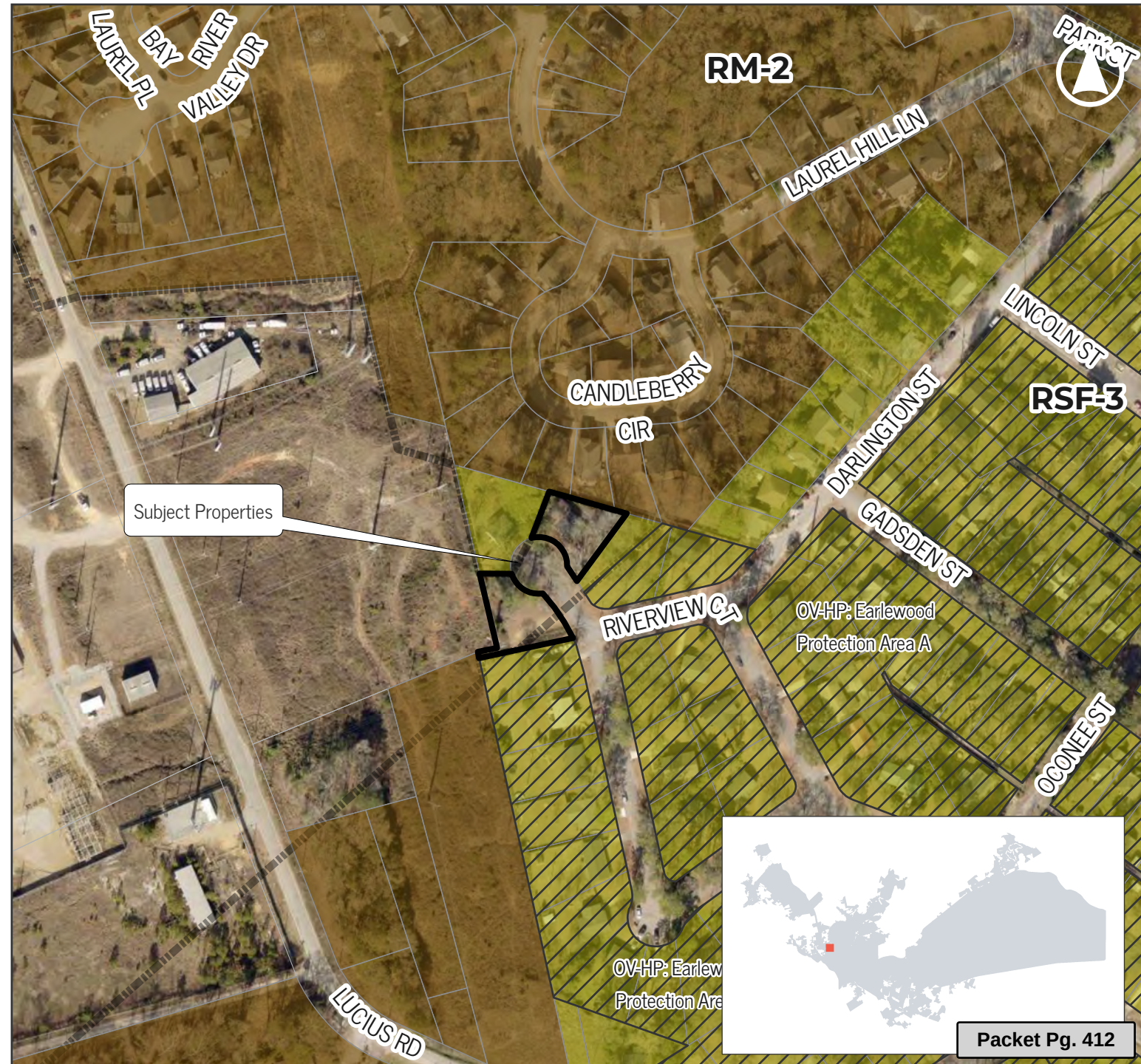
52 Riverview Court and portion of 62 Riverview Court; TMS#s 09106-21-10 and -12 (27.a)

Current Richland Co. Zoning: R6

Proposed City Zoning: Residential Single Family - Small Lot District (RSF-3)

Legend

- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- OV-HP: Historic Preservation Overlay Districts
- Parcels
- City Limits



Planning & Development Services Department

Created by: swudson Date: 6/11/2024



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

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

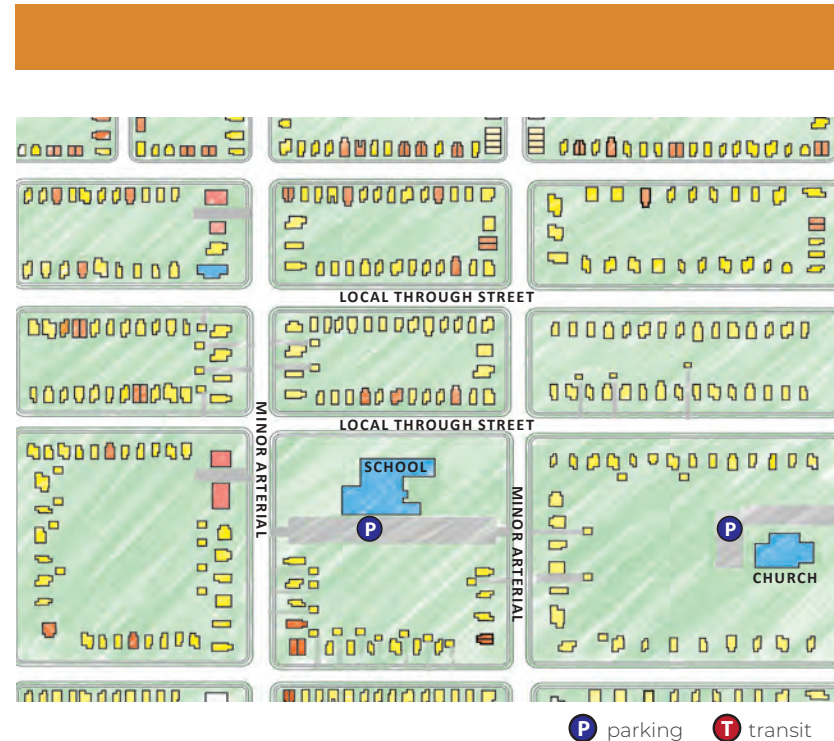
Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

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
Dwelling, single-family detached	Park or greenway ¹
Community recreation center	Utility facility, major ²
Cultural facility ²	Utility facility, minor
Day care facility ²	Community garden ¹
Library	Crop production and processing ²
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.: 2024-064

Annexing 52 Riverview Court and 62 Riverview Court, Richland County TMS #09106-21-10 and TMS #09106-21-12 (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 _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 52 Riverview Court and 62 Riverview Court, Richland County TMS #09106-21-10 and TMS #09106-21-12 (portion) containing 0.35 acre, 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 a future land use classification of Urban Core Residential Small Lot (UCR-1) and zoning of Residential Single Family Small Lot (RSF-3).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 09106-21-10 and 09106-21-12 (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:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2024-064
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Lot 21 on a subdivision plat of Haven Heights, prepared by McMillan Engineering Company dated January 25, 1961, as revised, and recorded in the Office of the Clerk of Court/Register of Mesne Conveyances (RMC)/Register of Deeds (ROD) for Richland County in Record/Plat Book "T", Page 50. Said plat is hereby adopted and incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

ALSO: All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as Lot No. Nineteen (19) on a plat of Haven Heights prepared by McMillan Engineering Company, dated January 25, 1961, revised August 16, 1962, and recorded in the Office of the Clerk of Court/Register of Mesne Conveyances (RMC)/Register of Deeds (ROD) for Richland County in Record/Plat Book T, Page 50. Said plat is hereby adopted and incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

LESS AND EXCEPTING all that portion of said parcel previously annexed into the City of Columbia on May 26, 1925.

LEGAL DEPARTMENT DRAFT

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: June 13, 2024

RE: **Property Address:** 52 Riverview Court and portion of 62 Riverview Court
Richland County TMS#: 09106-21-10 and 09106-21-12 (portion)
Owner(s): Casa MacVerde Holdings, LLC
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 6 (R6)
Proposed City Zoning: Residential Single Family Small Lot (RSF-3)
Reason for Annexation: Municipal Services; 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 18, 2024** 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

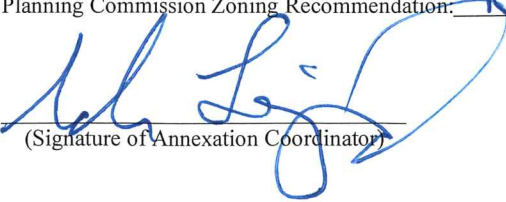
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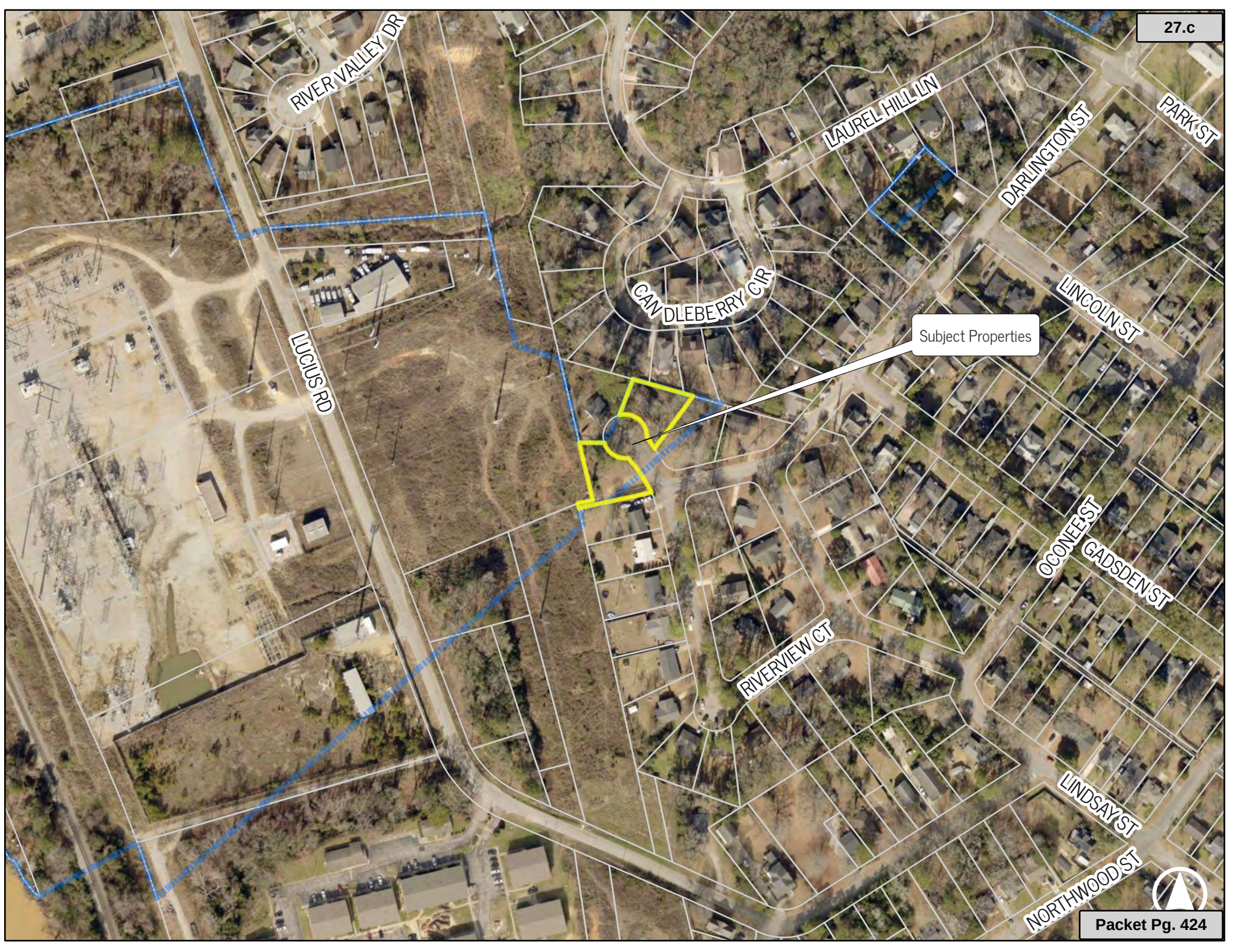
Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator
 Aric Jensen, Assistant County Administrator – Richland County

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
 Wendy Royal, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator
 Shiriani Fuller, Richland County Engineering

Planning Commission Land Use Recommendation: UCR-1 (Land Use classification) by 5-0
 on 7/18/24 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RSF-3 (Zoning classification) by 5-0
 on 7/18/24 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Subject Properties

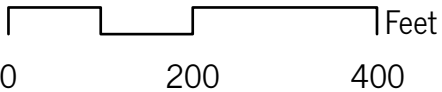


Future Land Use

52 Riverview Court and portion of 62 Riverview Court; TMS#s 09106-21-10 and -12 (Parcel 27.c)
 Current Richland Co. Future Land Use: Mixed Residential (High Density)
 Proposed City Future Land Use: Urban Core Residential Small Lot (UCR-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
- 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

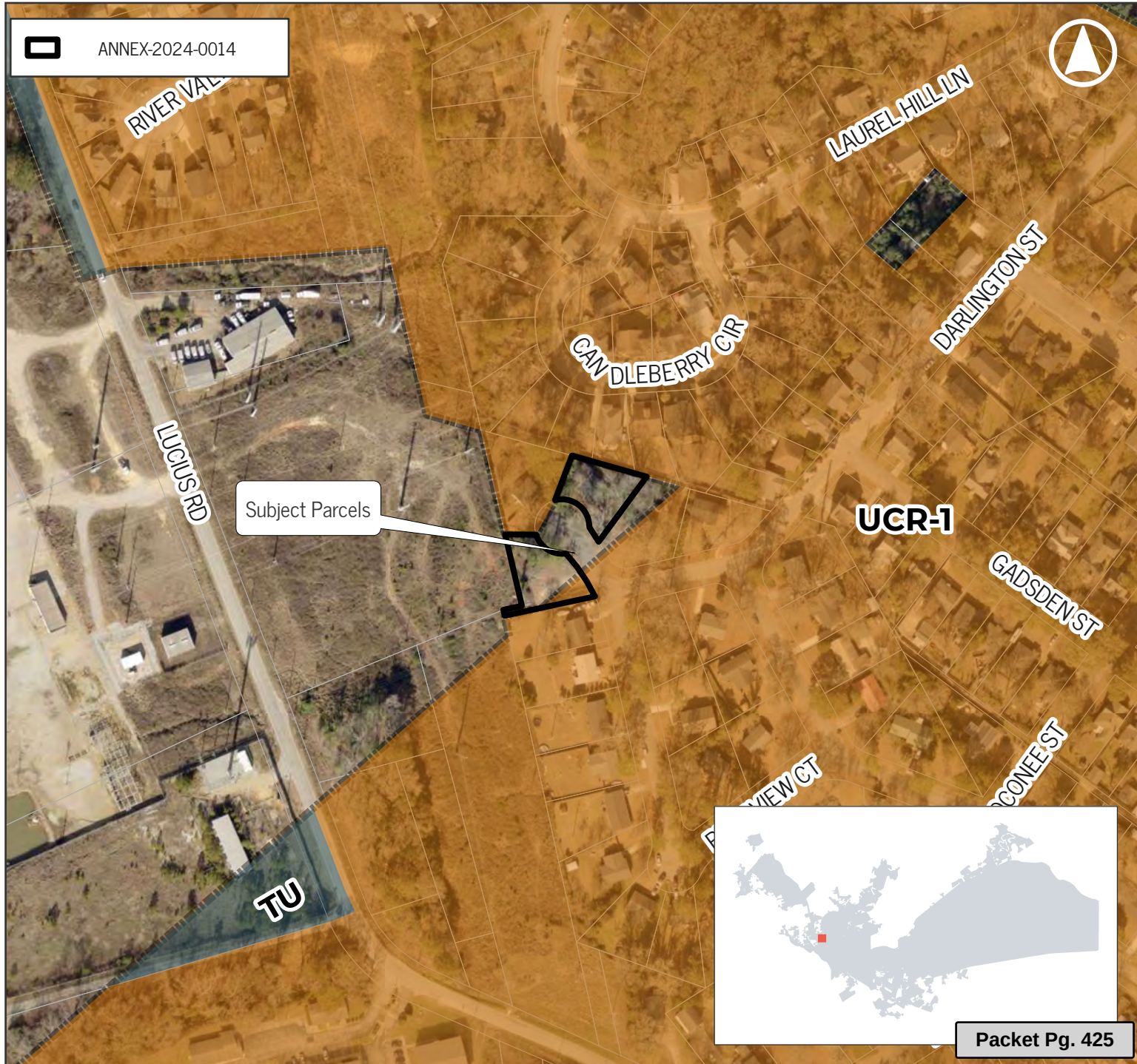


Planning & Development Services Department

Created by: sw Hudson Date: 6/11/2024



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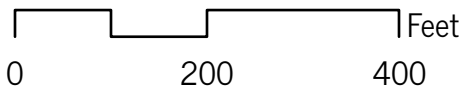
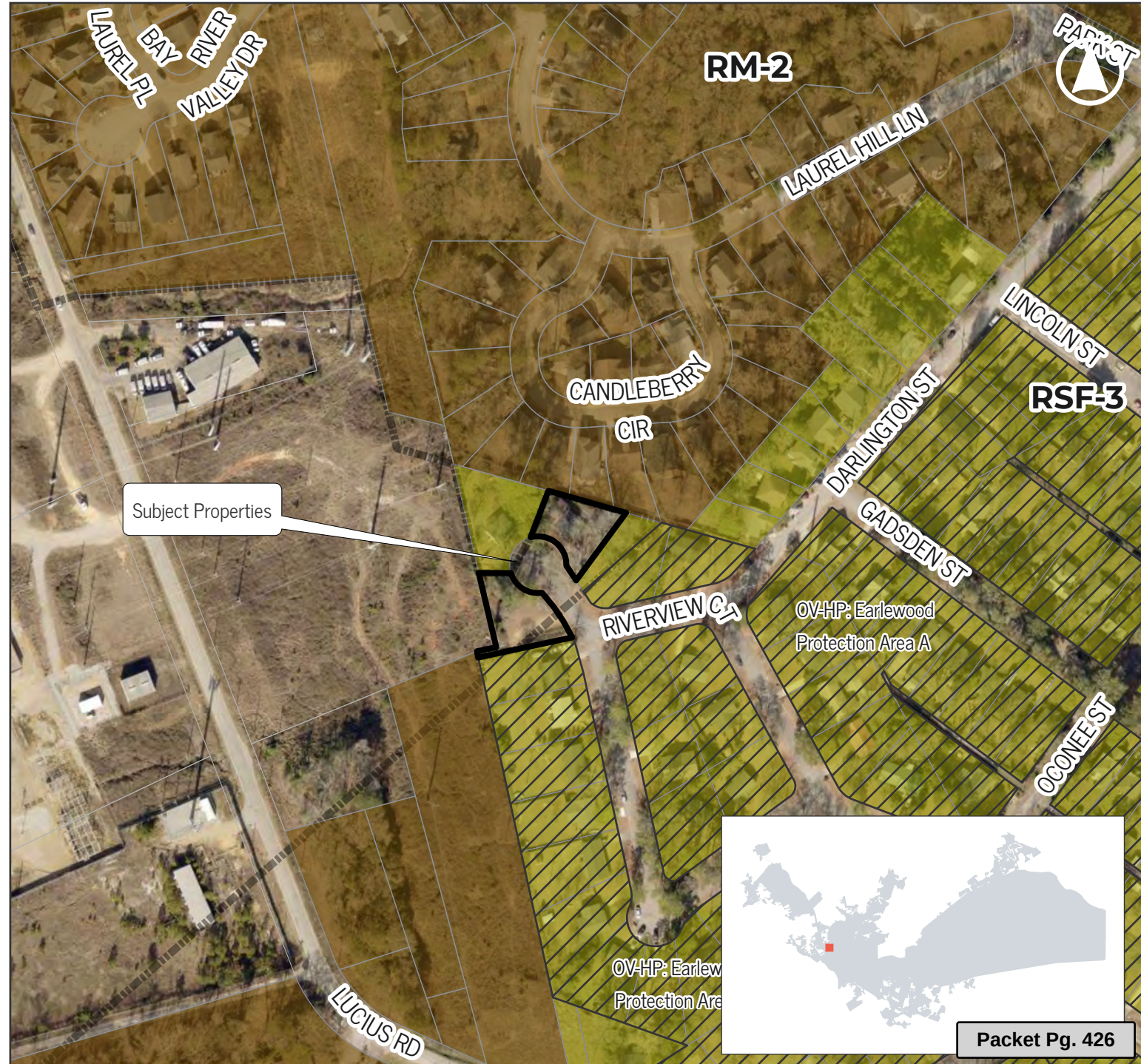
Zoning

52 Riverview Court and portion of 62 Riverview Court; TMS#s 09106-21-10 and -12
 Current Richland Co. Zoning: R6
 Proposed City Zoning: Residential Single Family - Small Lot District (RSF-3)

27.c

Legend

- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- OV-HP: Historic Preservation Overlay Districts
- Parcels
- City Limits



Planning & Development Services Department

Created by: swudson Date: 6/11/2024



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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the properties 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: 09106-21-10 and 09106-21-12 (portion)

Property Addresses: 52 Riverview Court and portion of 62 Riverview Court

Casa MacVerde Holdings, LLC

BY: Terri L. McLaughlin
 (Signature)

Date: 6.6.24

Terri L. McLaughlin
 (Print or Type Name)

ITS: Single member/owner
 (Print or Type Title)

EXHIBIT "A"
PROPERTY DESCRIPTION

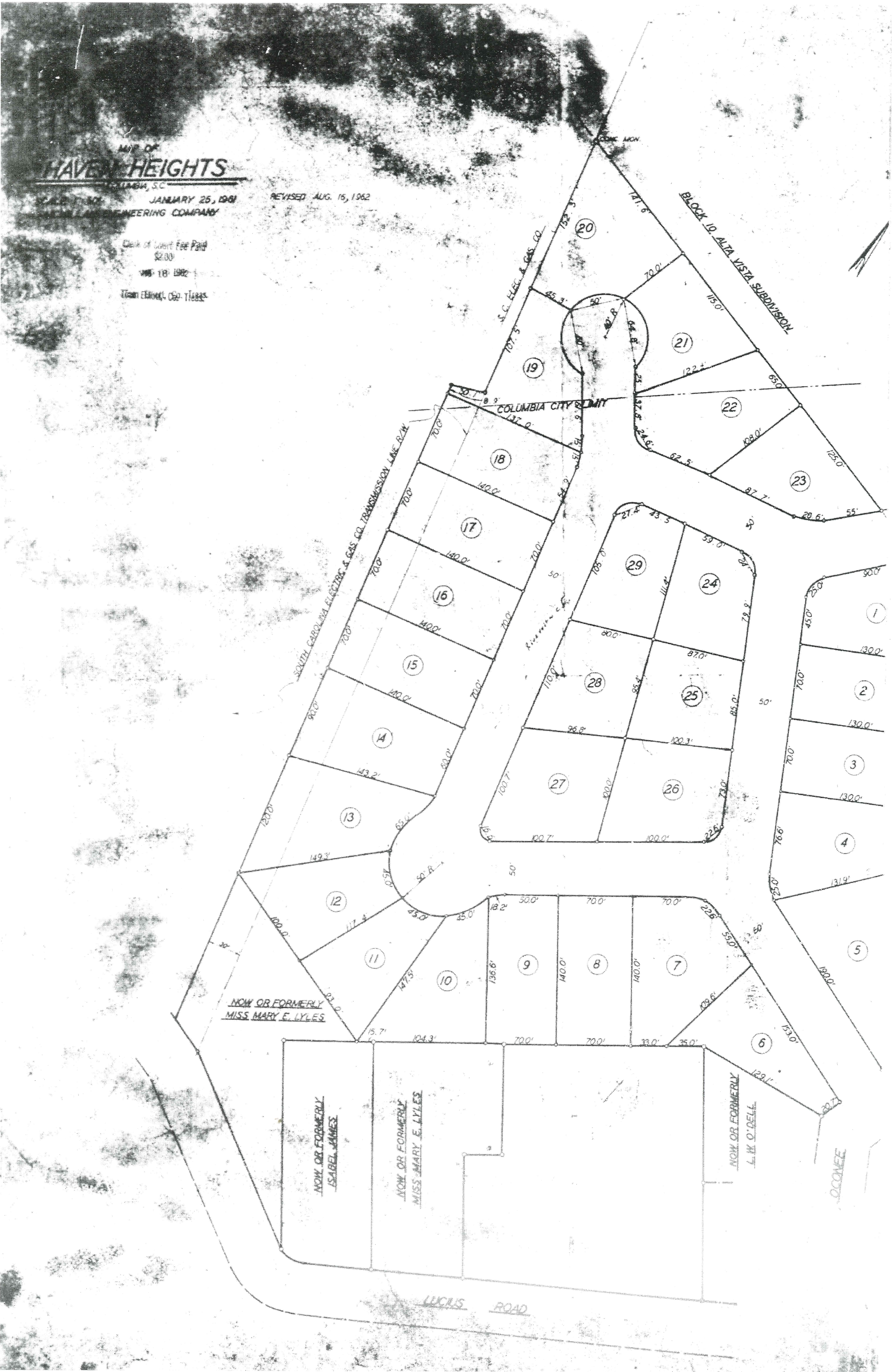
All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Lot 21 on a subdivision plat of Haven Heights, prepared by McMillan Engineering Company dated January 25, 1961, as revised, and recorded in the Office of the Clerk of Court/Register of Mesne Conveyances (RMC)/Register of Deeds (ROD) for Richland County in Record/Plat Book "T", Page 50. Said plat is hereby adopted and incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

ALSO:

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as Lot No. Nineteen (19) on a plat of Haven Heights prepared by McMillan Engineering Company, dated January 25, 1961, revised August 16, 1962, and recorded in the Office of the Clerk of Court/Register of Mesne Conveyances (RMC)/Register of Deeds (ROD) for Richland County in Record/Plat Book T, Page 50. Said plat is hereby adopted and incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

LESS AND EXCEPTING all that portion of said parcel previously annexed into the City of Columbia on May 26, 1925.

TLW
6.6.24





MEETING DATE: August 20, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP
AMENDMENT, AND ZONING MAP AMENDMENT
for 495 Piney Grove Road, TMS# 002898-03-
014

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2024-063 - Annexing 495 Piney Grove Road, Lexington County TMS #002898-03-014 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 the land use classification of Regional Activity Corridor (AC-3) and assign of zoning of General Commercial District (GC). The property is currently classified as Destination Retail and zoned Intensive Development (ID) on an Arterial Road (A) Street Classification in a Neighborhood Appearance District (NAD) by Lexington County.

Applicant: The Spinx Company, LLC

Staff Recommendation: Approval

PC Recommendation: 07/18/2024; Approval, (5-0)

ATTACHMENTS:

- **#a:** PineyGrove495_ZPH_pkt (PDF)
- **#b:** 2024-063 - Annex and Incorporate 495 Piney Grove Road (PDF)
- **#c:** PineyGrove495_Offer_Notice (PDF)

Action Item (ID # 9538)

Meeting of August 20, 2024

- #d: PineyGrove495_Petition (PDF)



CITY COUNCIL

August 20, 2024 at 4:00 P.M.

Busby Street Community Center, 1735 Busby Street, Columbia, S.C., 29203

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

495 Piney Grove Road, TMS# 002898-03-014

Council District:	1
Proposal:	Request to annex the property, assign the land use classification of Regional Activity Corridor (AC-3) and assign of zoning of General Commercial District (GC). The property is currently classified as Destination Retail and zoned Intensive Development (ID) on an Arterial Road (A) Street Classification in a Neighborhood Appearance District (NAD) by Lexington County.
Applicant:	The Spinx Company, LLC
Staff Recommendation:	Approval
PC Recommendation:	07/18/2024; Approval, (5-0)
ZPH, 1 st Reading:	08/20/2024; Pending
2 nd Reading:	09/03/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.78 acres

Current Use: Commercial

Proposed Use: Commercial

Reason for Annexation: Municipal Services – Declaration of Covenant

Urban Service Area: Primary Area

Current County Land Use Classification: Destination Retail

Proposed City Land Use Classification: Regional Activity Corridor (AC-3)

Current County Zoning: Intensive Development (ID) on an Arterial Road (A) Street Classification in a Neighborhood Appearance District (NAD)

Proposed City Zoning: General Commercial District (GC)

Census Tract: 211.11 (Lexington) and 103.04 (Richland)

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 gas station and convenience store would be **approximately \$22,000 per year**, based on calls to similar uses 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 improve the ISO rating of this property to a Class 1.

Solid Waste

The Solid Waste Division does not generally provide service to this type of development and the business will need to continue to provide private dumpster service.

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 business on this site will pay water and sewer rates approximately 40% lower than out-of-city customers, and will pay stormwater fees.

Planning & Development Services

We recommend approval of the annexation of this property, which is within a Primary Area as designated within the Urban Service Area plan. The property contains a gas station and convenience store; the estimated real estate tax revenue generated for the City would be **approximately \$5,900 per year** based on the current taxable value of this development.

* Estimated City Tax Revenue is based on 2023 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 than this number, 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 .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Primary Area" in the Urban Service Area Plan.

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 for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Regional Activity Corridor (AC-3). The property is currently designated as Destination Retail and zoned Intensive Development (ID) on an Arterial Road (A) Street Classification in a Neighborhood Appearance District (NAD) by Lexington County.

Refer to the attached land use classification descriptions for existing Lexington County and proposed City of Columbia land use classifications. Richland County has not assigned a future land use classification to the portion of the property within Richland County.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The portion of the subject property that falls within Richland County 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 Suburban Residential District to the property (page 32). The property is not located within the vicinity of a proposed catalyst project (page 49).

The remainder of the property, which falls within Lexington County, is not addressed in neighborhood, small area, community, or corridor plan adopted by Lexington County or the City of Columbia.

ZONING

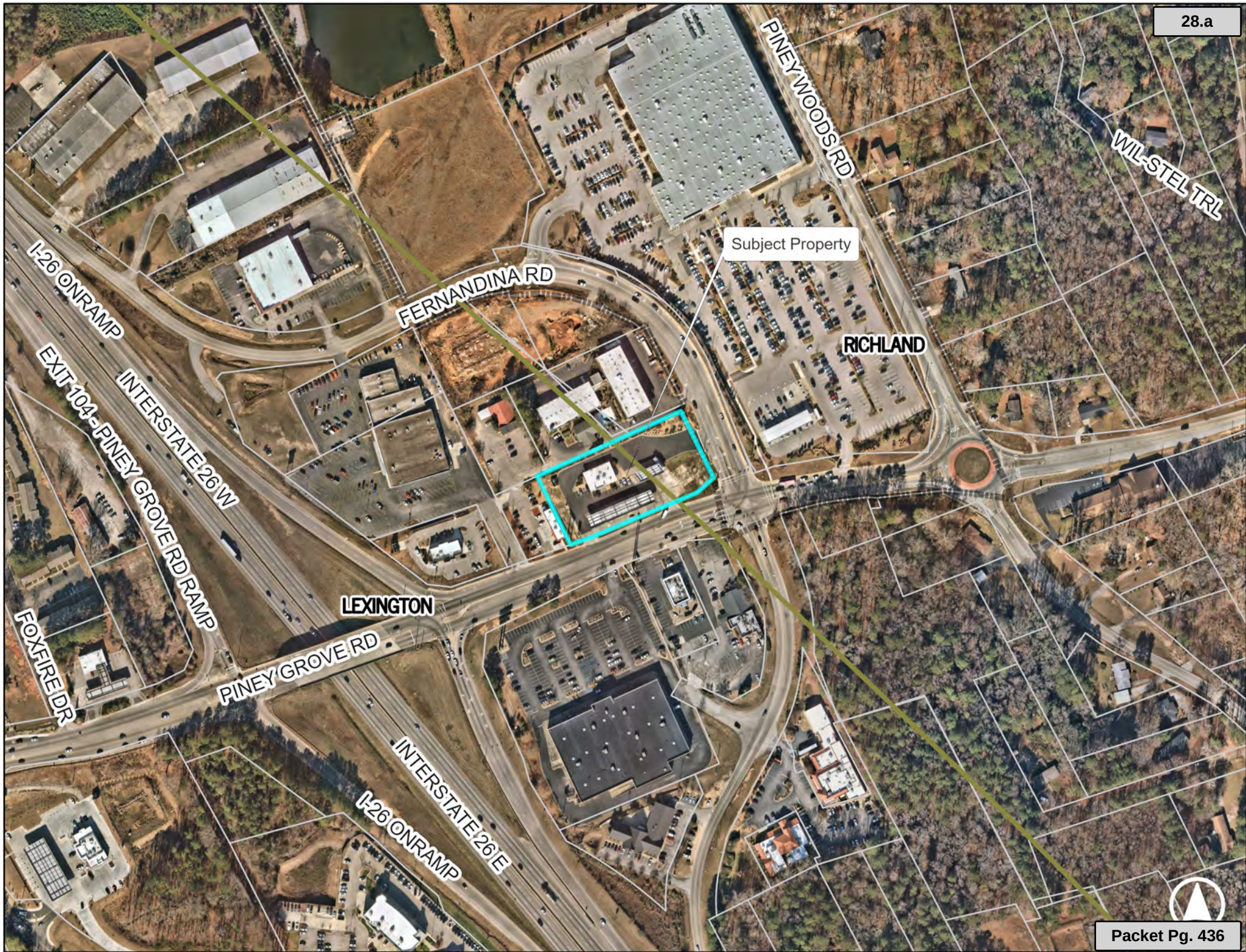
The property is split by the boundary between Lexington and Richland Counties. It is currently zoned Intensive Development (ID) on an Arterial Road (A) Street Classification in a Neighborhood Appearance District (NAD) by Lexington County. Adjacent parcels within the City of Columbia – to the east - are zoned General Commercial (GC). Adjacent parcels in unincorporated Lexington County are zoned Intensive Development (ID) in a Neighborhood Appearance District (NAD); Piney Grove Road is Classified as an Arterial Road (A) , and Fernandina Road is classified as a Collector Road (C). In unincorporated Richland County, the property to the north is zoned Light Industrial (LI) and the property to the southeast is zoned General Commercial (GC).

The proposed City of Columbia Zoning is General Commercial District (GC).

Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends annexation of the property and the assignment of the future land use classification of Regional Activity Corridor (AC-3) and zoning of General Commercial District (GC) at the time of annexation.



Subject Property

Future Land Use

495 Piney Grove Road; TMS# 002898-03-014
 Current Lexington Co. Future Land Use: Destination Retail
 Proposed City Future Land Use: Regional Activity Corridor (AC-3)

28.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
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- 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

0 200 400 Feet



Planning & Development
 Services Department

Created by: swhudson Date: 6/13/2024

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ANNEX-2024-0013



Zoning

495 Piney Grove Road; TMS# 002898-03-014
Current Lexington Co. Zoning: ID, A, NAD
Proposed City Zoning: General Commercial District (GC)

28.a

Legend

- GC: General Commercial District
- Parcels
- City Limits



0 200 400 Feet



Planning & Development
Services Department

Created by: swudson Date: 6/13/2024

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Packet Pg. 438

Current Future Land Use Classification

DESTINATION RETAIL TYPE AREA PURPOSE

Destination Retail allows Countywide or regional-scale commercial areas that are destinations for eating, shopping, or entertainment. These sites can also include regional open space and recreation opportunities and connect to greenways and trails. It is expected that these types of areas are mostly in municipalities or in areas likely to be annexed into municipalities.

DESIRED DEVELOPMENT PATTERN

Activity centers that incorporate entertainment and shopping uses, possibly through master planning or planned development. These centers can help bundle trip destinations so that a single trip can serve multiple purposes, and so that a visitor to the area can park a single time and easily access the different shops, restaurants, and entertainment establishments. If large amounts of parking are required, the parking area should be broken into smaller pods or cells or provided through structured parking. The area should have a landscaped buffer from any residences not a part of the developments.

TRANSPORTATION

Well-connected interior circulation with accommodation for pedestrian and bicycle trips. Pedestrian paths through parking areas should help visitors navigate safely to the main commercial entrances. Space should be preserved for bus or other transit stops or shelters that provide access to COMET served routes.

RECOMMENDED LAND USES

Principal Uses: Regional scale commercial, including restaurants, movie theaters, very large supermarkets, discount clubs, big box stores, and outlet malls.

Secondary Uses: Multifamily residential and hotels interspersed or in enclaves.

POLICY GUIDANCE

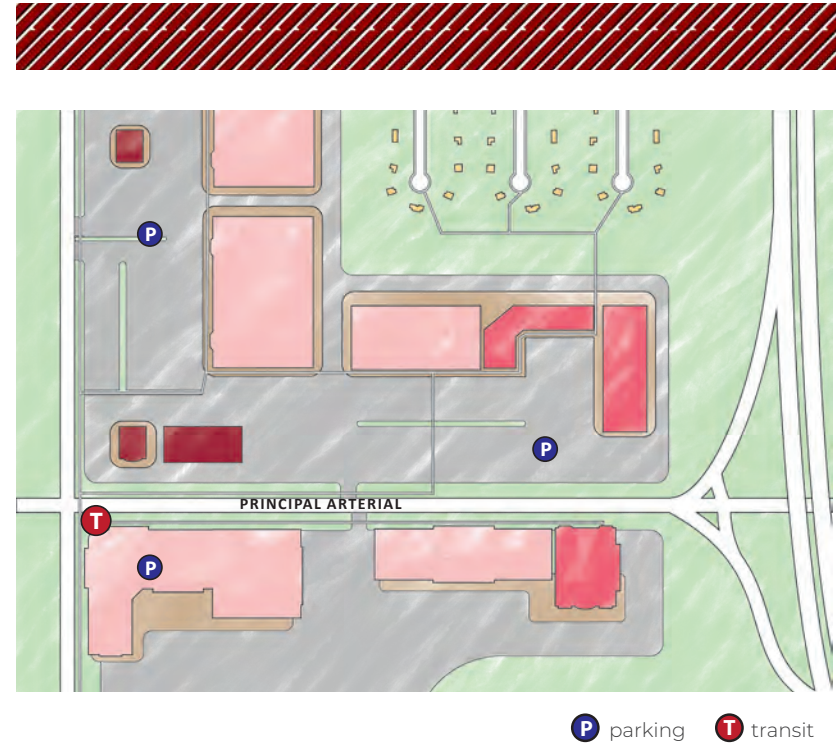
Commercial development should allow some multifamily to be integrated to help generate a more consistent customer base for the area that does not need a car for every trip, to offer a variety of housing choices in the community, and to reduce demand pressure for development in outer rural areas. This category may be sparsely applied, with many areas that would fit either occurring within municipalities or in areas that are likely to be annexed into municipalities and then given municipal zoning.

Proposed Future Land Use Classification

Development Types

REGIONAL ACTIVITY CORRIDOR (AC-3)

Regional Activity Corridors are linear extensions of a Regional Activity Center. They contain nearly identical building types and uses to a Regional Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal arterial roadways. Their market or services radius may be up to 20 miles, and they typically consist of a variety of commercial and service uses.



AC-3 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium (High-rises may be appropriate in some locations)
- Business/Employment (excl. Flex) Small to Extra Large

SECONDARY TYPES

- Multi-family Small to High-rise
- Civic/Institutional Small to Large
- Flex Small to Large
- Parking Structures & Lots

TERTIARY TYPES

- Single-family Attached
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

AC-3 DEVELOPMENT PATTERN/CONTEXT

- Streets are principal arterial roads carrying high traffic volumes, often with nearby access to highways.
- Blocks are not the base component for this development type.
- Lots are large or very large, and adequately deep and wide to accommodate groups of small to extra large format businesses or buildings with sufficient parking. Floor area ratios (FARs) are usually in the range of 0.2 to 0.25 for these corridors, but higher FARs of 3.0 or greater are 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 multi-tenant structures.
- Designated off-street parking areas are typically located in front of or behind each building. As infill and redevelopment occur in these areas, intensification may necessitate some parking structures and shared parking lots.
- 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 should be provided on individual lots in the form of perimeter plantings and buffer yards; linear parks and greenway connections are encouraged in these areas.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories, but in areas close to Regional Activity Centers or in urban core areas high-rise buildings may be appropriate.

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

Dwelling, mixed-use ²	Community recreation center ²	Elementary, middle, or high school
Dwelling, multifamily ²	Cultural facility	School, business or trade
Dwelling, single-family detached ²	Day care facility ¹	Hospital
Dwelling, two-family ²	Government office	Laboratory, medical or dental
Continuing care retirement community (CCRC) ¹	Library	Medical or dental clinic/office
Residential care facility ²	Membership organization facility	Nursing care facility
Broadcasting studio	Place of worship ¹	Arboretum or botanical garden
Newspaper or periodical publishing establishment	Public safety facility	Cemetery
	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 ¹	
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.: 2024-063

Annexing 495 Piney Grove Road, Lexington County TMS #002898-03-014 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 _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 495 Piney Grove Road, Lexington County TMS #002898-03-014 containing 1.78 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 211.11 (Lexington) and 103.04 (Richland), and assigned a future land use classification of Regional Activity Corridor (AC-3) and zoning of General Commercial District (GC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Lexington County TMS NO.: 002898-03-014

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.: 2024-063
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 Counties of Lexington and Richland, State of South Carolina, containing 1.78 acres, more or less, and being shown and designated as "Property to be Annexed" on an Annexation Exhibit titled 495 Piney Grove Road, Lexington County TMS# 002898-03-014; prepared on May 15, 2024, by Andrew Livengood, City of Columbia Planning Division.

LEGAL DEPARTMENT DRAFT

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: June 14, 2024

RE: **Property Address:** 495 Piney Grove Road
Lexington County TMS#: 002898-03-014
Owner(s): The Spinx Company, LLC
Current Use: Commercial
Proposed Use: Commercial
Current County Land Use: Destination Retail
Proposed City Land Use: Regional Activity Corridor (AC-3)
Current County Zoning: Intensive Development (ID) on an Arterial Road (A) Street Classification in a Neighborhood Appearance District (NAD)
Proposed City Zoning: General Commercial District (GC)
Reason for Annexation: Municipal Services/Declaration of Covenant; Primary Area
City Council District: 1
Census Tract: 211.11 (Lexington) and 103.04 (Richland)

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 18, 2024** 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

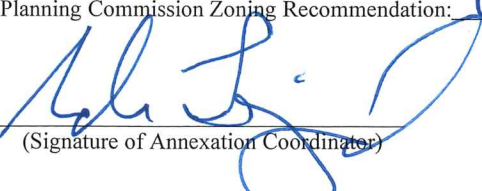
cc:

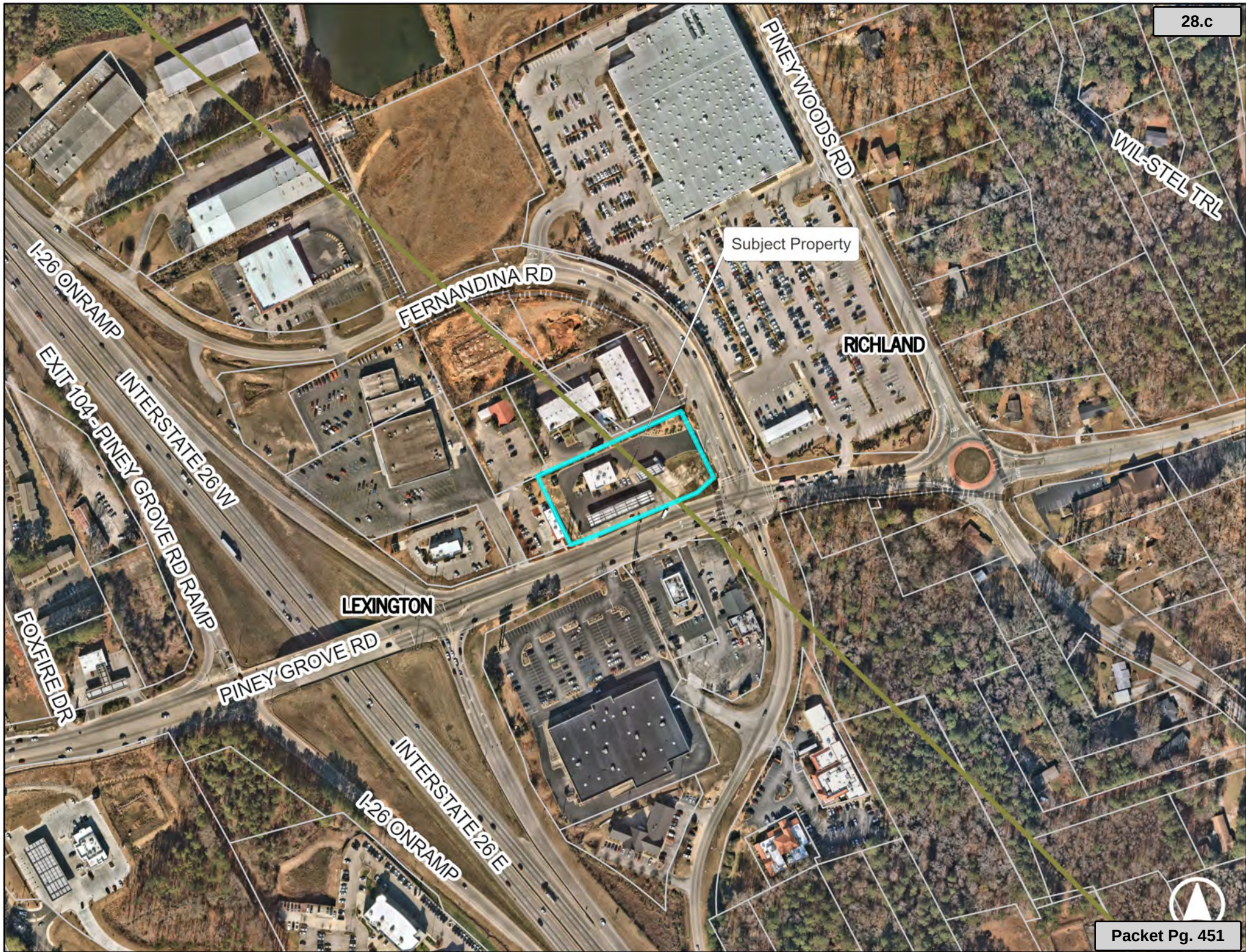
Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Walt McPherson, Lexington County Zoning

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
 Wendy Royal, Columbia-Richland 911
 David Hatcher, Housing Official
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator
 Lynn Sturkie, Lexington County Administrator
 Holland Leger, Lexington County Planning & GIS

Planning Commission Land Use Recommendation: AC-3 (Land Use classification) by S.O.
 on 7/18/24 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: GC (Zoning classification) by S.O.
 on 7/18/24 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use

495 Piney Grove Road; TMS# 002898-03-014
 Current Lexington Co. Future Land Use: Destination Retail
 Proposed City Future Land Use: Regional Activity Corridor (AC-3)

28.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

0 200 400 Feet



Planning & Development
 Services Department

Created by: swhudson Date: 6/13/2024

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

ANNEX-2024-0013



Zoning

495 Piney Grove Road; TMS# 002898-03-014
Current Lexington Co. Zoning: ID, A, NAD
Proposed City Zoning: General Commercial District (GC)

28.c

Legend

- GC: General Commercial District
- Parcels
- City Limits



0 200 400 Feet



Planning & Development
Services Department

Created by: swudson Date: 6/13/2024

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Packet Pg. 453

STATE OF SOUTH CAROLINA)
)
 COUNTY OF LEXINGTON)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the properties 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 Counties of Lexington and Richland, State of South Carolina, containing 1.78 acres, more or less, and being shown and designated as "Property to be Annexed" on an Annexation Exhibit titled 495 Piney Grove Road, Lexington County TMS# 002898-03-014; prepared on May 15, 2024, by Andrew Livengood, City of Columbia Planning Division.

Lexington County TMS: 002898-03-014

Property Addresses: 495 Piney Grove Road

The Spinx Company, LLC

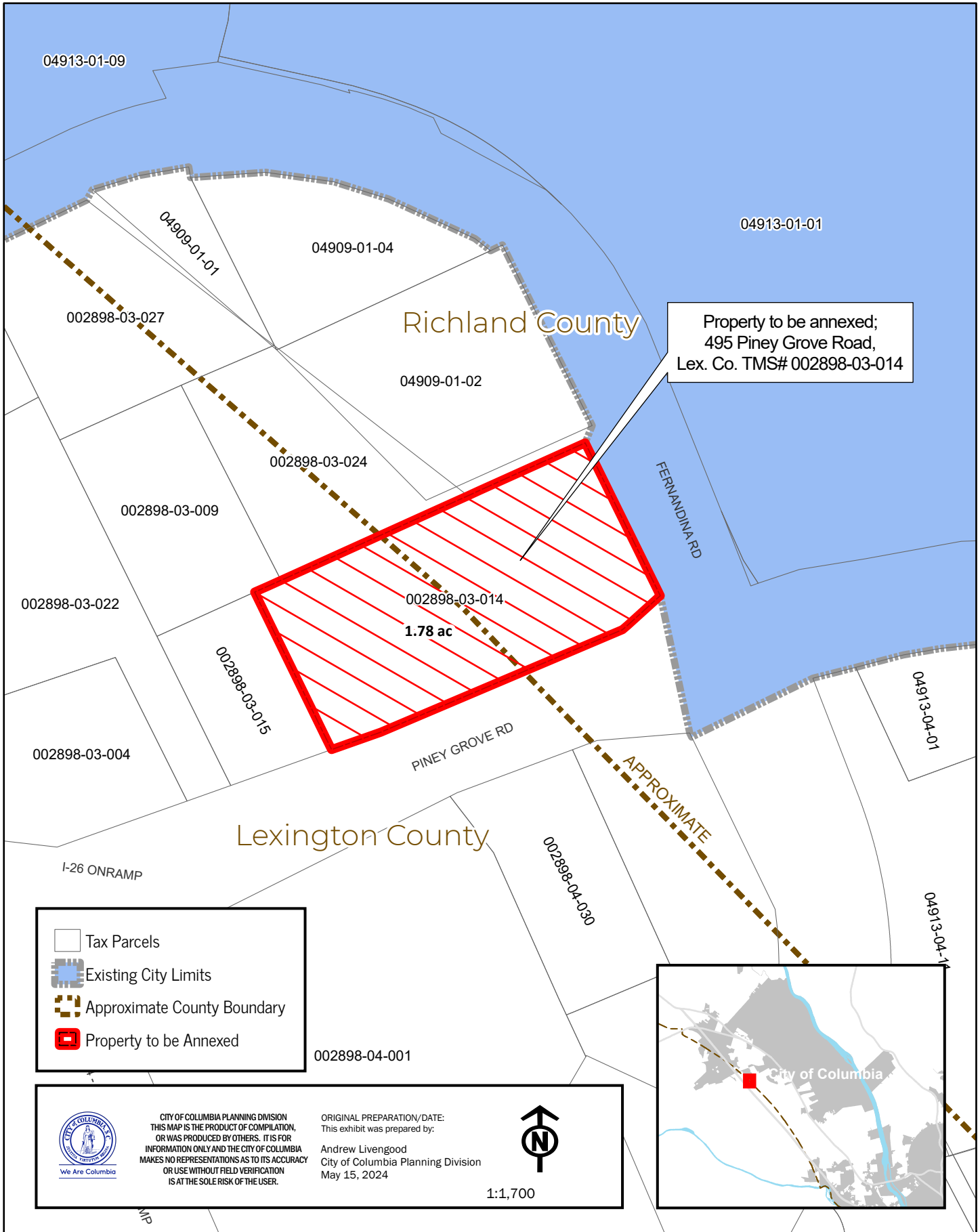
BY: Greg Minton
 √(Signature)

Date: 5/30/24

GREG MINTON
 (Print or Type Name)

ITS: EVP OF REAL ESTATE
 (Print or Type Title)

**Annexation Exhibit -
495 Piney Grove Road, Lexington County TMS# 002898-03-014**





MEETING DATE: August 20, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **AMENDMENT TO THE UNIFIED DEVELOPMENT
ORDINANCE TO UPDATE PRINCIPAL USE TABLE
FOR VETERINARY CLINICS**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.:2024-069 - Amending the Unified Development Ordinance, Chapter 17, Article 4: Use Regulations, Sec. 17-4.2(b) Principal Use Table, to permit veterinary hospital or clinic as a conditional use in the Mixed-Use (MU-1) District.

Proposal: Request to amend the Unified Development Ordinance, Chapter 17, Article 4: Use Regulations, Sec. 17-4.2(b) Principal Use Table, to permit veterinary hospital or clinic as a conditional use in the Mixed Use (MU-1) District.

Applicant: Hope Hasty, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: Approval (5-0)

ATTACHMENTS:

- **#a:** TA_vet clinic_packet_ZPH (PDF)
- **#b:** 2024-069 - Amending UDO, Article 4, Use Regulations (PDF)



CITY COUNCIL

August 20, 2024 at 4:00 P.M.

Busby Street Community Center, 1735 Busby Street, Columbia, S.C., 29203

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE UPDATE PRINCIPAL USE TABLE

Proposal: Amendment to the Unified Development Ordinance, Chapter 17, Article 4: Use Regulations, Sec. 17-4.2(b) Principal Use Table, to permit veterinary hospital or clinic as a conditional use in the Mixed Use (MU-1) District.

Applicant: Hope Hasty, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: Approval (5-0)

DETAILS

The Unified Development Ordinance currently permits veterinary hospitals or clinics as a conditional use in all commercial districts as well as the Mixed-Use (MU-2) District. The use conditions are included below:

Veterinary hospitals and clinics shall comply with the following standards:

- 1) Areas in which animals are boarded shall be fully enclosed within a structure and sufficiently insulated so no unreasonable noise or odor can be detected off the premises. All boarded animals shall be kept within such a boarding area between the hours of 10:00 pm and 8:00 am;
- 2) Where the lot is adjacent to a residential zoning district or residential use, a side yard of not less than 30 feet and a rear yard of not less than 40 feet shall be provided;
- 3) Runs or areas for the training or periodic exercise of animals may be located outside, if they are located at least 35 feet from any lot line and screened from view from the street and from adjoining development;
- 4) All animal refuse shall be kept in airtight containers and disposed of on a regular basis.

Staff feels that veterinary clinics and hospitals are similar in intensity to medical and dental clinics, which are already permitted in the MU-1 district. In addition, the existing conditions for this use will deter any potentially adverse impacts on adjoining properties. When developed in accordance with these conditions, veterinary clinics in mixed-use districts can provide necessary services to nearby residential neighborhoods and serve as a benefit to the area.

STAFF RECOMMENDATION

Staff requests that City Council approve the request for text amendment.

Article 4: Use Regulations
 Sec. 17-4.2. Principal Uses
 (b) Principal Use Table

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																											
P = PERMITTED BY RIGHT								C = ALLOWED CONDITIONAL								S = ALLOWED AS SPECIAL EXCEPTION								BLANK CELL = PROHIBITED			
Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards		
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI		HI	EC
	Utility facility, minor		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
COMMERCIAL USES																											
Animal Care Uses	Animal shelter														S			S						P	P	P	
	Kennel													C	C	C	C	C	C					C	C	C	Sec. 17-4.2(c)(3)a.1
	Veterinary hospital or clinic										C	C	C	C	C	C	C	C	C					C	C	C	Sec. 17-4.2(c)(3)a.2
Commercial Services Uses	Equipment rental														C			P	C		C			P	P		Sec. 17-4.2(c)(3)b.1
	Laboratory, testing or research														P		P	P	P		P			P	P	P	
	Lawn, tree, or pest control services																	P			P			P	P		
	Linen or uniform supply														P			P			P			P	P	P	
	Self-service storage													C	C		C	C	C					C	C	C	Sec. 17-4.2(c)(3)b.2
	Sign fabricating establishment																				P			P	P	P	
Eating and Drinking Establishment Uses	Eating establishment only										C	C	C	C	C	C	C	C	C	C	C	C		C		C	Sec. 17-4.2(c)(3)c.1
	Eating and drinking establishment, Type 1										C	C	C	C	C	C	C	C	C	C	C	C		C		C	Sec. 17-4.2(c)(3)c.2
	Eating and drinking establishment, Type 2										S	S	S	S	S	S	S	S	S	S	S	S		S		S	Sec. 17-4.2(c)(3)c.3
Funeral and Mortuary Services Uses	Crematory																							P	P		
	Funeral home or mortuary											P	P	P	P	P	P	P	P							P	

ORDINANCE NO.: 2024-069

*Amending the Unified Development Ordinance, Chapter 17, Article 4: Use Regulations, Sec. 17-4.2
(b) Principal Use Table, to permit veterinary hospital or clinic as a conditional use in the Mixed Use
(MU-1) District*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2024, 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 (b) Principal Use Table, to permit veterinary hospital or clinic as a conditional use in the Mixed Use (MU-1) District is amended to read as follows:

LEGAL DEPARTMENT DRAFT

(4) Principal Use Table for Base Zoning Districts

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																											
P = PERMITTED BY RIGHT								C = ALLOWED CONDITIONAL								S = ALLOWED AS SPECIAL EXCEPTION								BLANK CELL = PROHIBITED			
Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards		
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI		HI	EC
RESIDENTIAL USES																											
Household Living Uses	Cottage neighborhood development				P	P	P	P	P	P	P																Sec. 17-4.2(c)(1)a.1
	Dwelling, live-work								C	C	C	C	C	C	C	C		C								P	Sec. 17-4.2(c)(1)a.2
	Dwelling, mixed-use										P	P	P	P	P	S	P	S	P							P	
	Dwelling, multifamily								P	P	P	P	P	P	P	S	P	S	P							P	
	Dwelling, single-family detached	P	P	P	P	P	P	P	P	P	P	P	P			P		S									
	Dwelling, townhouse								P	P	P	P	P			S	P		P							P	
	Dwelling, two-family						P	P	P	P	P	P	P			P		S	P								
	Mobile home park																										
Group Living Uses	Continuing care retirement community (CCRC)										S	S		C	C		C	C								C	Sec. 17-4.2(c)(1)b.1
	Dormitory, private																C/S		C/S		C/S						Sec. 17-4.2(c)(1)b.2
	Dormitory, public													P	P	S	P		P	S	P						

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

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Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards		
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI		HI	EC
	Fraternity or sorority house									S	S		S			S		S		S							
	Residential care facility									S	S	S	S	S	S	S	S	S							S	Sec. 17-4.2(c)(1)b.3	
	Rooming house or boardinghouse										S		S		S	S				S						Sec. 17-4.2(c)(1)b.4	
PUBLIC, CIVIC, AND INSTITUTIONAL USES																											
Communication Uses	Broadcasting studio												P	P		P	P	P		P				P	P	P	
	Newspaper or periodical publishing establishment												P	P		P	P	P		P				P	P	P	
	Wireless communication facility[1]																									Sec. 17-4.2(c)(2)a.1	
Community Service Uses	Community recreation center			P	P	P	P	P	P	P	P	P	P	P	P	P	S	P		P					P		
	Correctional facility																						S	S			
	Cultural facility		S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P				S		P	
	Day care facility		S	S	S	S	S	S	C	C	C	C	C	C	C	C	C	C	C	C					P	(c)(2)b.1	
	Government office									P	P	P	P	P	P	P	P	P	P	P		P	P	P			
	Library			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P					P		P	
	Membership organization facility											P	P	P	P	P	P	P	S	P				P		P	
	Place of worship		S	S	S	S	S	S	S	S	C	C	C	C	C	C	C	C	C	C				C		C	Sec.17-4.2(c)(2)b.2
	Public safety facility		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Social services facility										P	P	P	P	P	P	P	P	P					P		P	

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

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	Zoo																				P					
Education Uses	College or university												P	P	P	P	P	P	P	P	P				P	
	Elementary, middle, or high school		S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P		P				P	
	School, business or trade										S	P	P	P	P	P	P	P	P	P			P		P	
Health Care Uses	Hospital											P	P	P	P	P	P	P	P	P					P	
	Laboratory, medical or dental										P	P	P	P	P	P	P	P	P	P			P		P	
	Medical or dental clinic/office									P	P	P	P	P	P	P	P	P	P	P			P		P	
	Nursing care facility									P	S	P	P	P	P	P	P	P	P	P					P	
Parks and Open Space	Arboretum or botanical garden		S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P	P	P	P		
	Cemetery		S	S	S	S	S	S	S	S	S	P	P	P	P	P	P		P				P			
	Park or greenway	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Transportation Uses	Airport																					P	P	P		
	Park and ride										P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Parking lot									C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Sec. 17-4.2(c)(2)d.1
	Parking structure										S	C	C	C	S	C	S	C	C	C	C	C	C	C	C	Sec. 17-4.2(c)(2)d.2
	Passenger terminal, surface transportation											S	P	P	S	P	P	P	P	P	P	P	P	P	P	
	Railroad facility												S		S		P					P		P		
Utility Uses	Solar energy conversion system (large scale)		C																	C	C	C	C	C	C	Sec. 17-4.2(c)(2)e.1
	Utility facility, major		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	S

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

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	Utility facility, minor		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
COMMERCIAL USES																											
Animal Care Uses	Animal shelter													S			S							P	P	P	
	Kennel												C	C	C	C	C	C						C	C	C	Sec. 17-4.2(c)(3)a.1
	Veterinary hospital or clinic										C	C	C	C	C	C	C	C						C	C	C	Sec. 17-4.2(c)(3)a.2
Commercial Services Uses	Equipment rental													C			P	C		C				P	P		Sec. 17-4.2(c)(3)b.1
	Laboratory, testing or research													P		P	P	P		P				P	P	P	
	Lawn, tree, or pest control services																P			P				P	P		
	Linen or uniform supply													P			P			P				P	P	P	
	Self-service storage													C	C		C	C	C					C	C	C	Sec. 17-4.2(c)(3)b.2
	Sign fabricating establishment																				P				P	P	P
Eating and Drinking Establishment Uses	Eating establishment only										C	C	C	C	C	C	C	C	C	C	C	C		C		C	Sec. 17-4.2(c)(3)c.1
	Eating and drinking establishment, Type 1										C	C	C	C	C	C	C	C	C	C	C	C		C		C	Sec. 17-4.2(c)(3)c.2
	Eating and drinking establishment, Type 2										S	S	S	S	S	S	S	S	S	S	S	S		S		S	Sec. 17-4.2(c)(3)c.3
Funeral and Mortuary Services Uses	Crematory																							P	P		
	Funeral home or mortuary											P	P	P	P	P	P	P								P	

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

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Office Uses	Business/Professional office									P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Contractor's office												P	P	P	P	P	P						P	P	P	
Personal Services Uses	Bank, retail										P	P	P	P	P	P	P	P								P	
	Beauty salon or barbershop									P	P	P	P	P	P	P	P	P		P						P	
	Body piercing or tattoo establishment										C	C	C	C			C	C					C		C	Sec. 17-4.2(c)(3)d.1	
	Dry cleaning pick-up								C	C	C	C	C	C		C	C	C	S	C			C	C	C	Sec. 17-4.2(c)(3)d.2	
	Laundry, coin-operated									P	P	P	P	P		P	P	P		P			P	P	P		
	Nail salon									P	P	P	P	P		P	P	P		P					P		
	Non-depository personal credit institution														C		C	C	C				C	C		Sec. 17-4.2(c)(3)d.3	
	Repair of personal goods											P	P	P	P		P	P	P		P			P		P	
	Car wash											P		P	P			P						P	P	P	
	Recreation/ Entertainment Uses	Amusement park														P			P						P		
Arena, stadium, or outdoor theater															P		P	P	P	P	P			P			
Banquet hall													P	P	P		P	P	P		P					P	
Performing arts center													P	P	P	S	P	P	P	P	P	P					
Recreation facility, indoor, not elsewhere listed												C	C	C	C		C	C	C		S	C		C		P	Sec. 17-4.2(c)(3)d.4
Recreation facility, outdoor, not elsewhere listed											P	P	S	P	P		P	P	P		S	P				P	
Sexually-oriented business																								S	S		Sec. 17-4.2(c)(3)d.5

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

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		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI		HI	EC
Retail Sales Uses	Building supplies and equipment store											C/S		P			S	S						P		P	Sec. 17-4.2(c)(3)e.1
	Consumer goods store									P	P	C/S	P	P		C	P	C	P	P	P			P		P	Sec. 17-4.2(c)(3)e.1
	Convenience store											S	S	S		S	S	S		S				S		S	Sec. 17-4.2(c)(3)e.1; Sec. 17-4.2(c)(3)e.2
	Farmers' market	P	P							P	P	C/S	P	P	P	C	P	C	P	P	P	P	P	P		P	Sec. 17-4.2(c)(3)e.1
	Fuel sales (bulk)																S							P	P		Sec. 17-4.2(c)(3)e.1
	Grocery store or food market							S	S	P	P	C	P	P		P	C	P		P						P	Sec. 17-4.2(c)(3)e.1
	Liquor store											S	S	S		S	S	S						S		S	Sec. 17-4.2(c)(3)e.1
	Pawn shop											S	S	S		S	S	S									Sec. 17-4.2(c)(3)e.1
Vehicle Sales and Services Uses	Commercial fuel depot																					P	P	P			
	Commercial vehicle repair and maintenance																	P				P	P	P			
	Commercial vehicle sales and rentals																C							C			Sec. 17-4.2(c)(3)f.1
	Gasoline sales and service station											C	C	C		C	C	C						C	C	C	Sec.17-4.2(c)(3)f.2
	Personal vehicle repair and maintenance												C	C		S	C							C	C	C	Sec. 17-4.2(c)(3)f.3

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

P = PERMITTED BY RIGHT

C = ALLOWED CONDITIONAL

S = ALLOWED AS SPECIAL EXCEPTION

BLANK CELL = PROHIBITED

Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards		
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI		HI	EC
	Personal vehicle sales and rentals														C		C	C	C					C		C	Sec. 17-4.2(c)(3)f.1
	Vehicle equipment supplies sales and rentals												P	P	P		P	P	P					P			
	Vehicle paint and finishing shop																							P	P	P	
	Vehicle towing and wrecker service																							C	C		Sec. 17-4.2(c)(3)f.5
Visitor Accommodations Uses	Bed and breakfast										P	P	P	P	P		P	P	P								
	Campground	S	S																								
	Hotel or motel													P	P	P	P	P	P							P	
AGRICULTURAL USES																											
Agriculture and Forestry Uses	Agriculture and forestry uses, not elsewhere listed	P	P																					P	P	P	
	Community garden	C	C	C	C	C	C	C	C	C	C	C	C	C	C	S	C	S	C	C	C	C	C	C		C	Sec. 17-4.2(c)(4)a.1
	Crop production and processing	P	P	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Forestry	P	P																								
INDUSTRIAL USES																											
Freight Movement, Warehousing, and Wholesale Uses	Contractor's yard																							P	P		
	Motor freight facility																							P	P		
	Petroleum bulk station or terminal																								P		
	Warehouse distribution and storage																	S						P	P	P	
	Wholesale sales, not elsewhere listed																	S						P	P	P	

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		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI		HI	EC
Manufacturing uses	Manufacturing, assembly, or fabrication, light									P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Manufacturing, assembly, or fabrication, medium																	P						P	P	P	
	Manufacturing, assembly, or fabrication, heavy																								P		
Resource Extraction Uses	Mining																								S		
Waste-Related Uses	Composting facility																							S	P		
	Junk, salvage, scrap, or wrecking yard																							S	S		
	Recycling center																							S	S		Sec. 17-4.2(c)(5)a.1
	Refuse processing facility																							S	C		Sec. 17-4.2(c)(5)b.2
	Refuse disposal																								P		

NOTES:

[1] Whether a wireless communication facility is permitted, prohibited, or requires a Special Exception Permit in a particular zoning district depends on the type of tower and its height (see Sec. 17-4.2(c)(2)a.1, Wireless Communication Facilities (Cell Tower)).

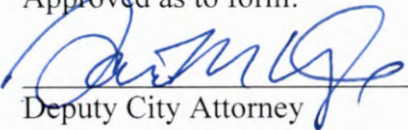
Requested by:

ACM Gentry

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



MEETING DATE: August 20, 2024

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the appointment of Mr. Bryan Jefferies as the Chief Administrative Judge for a four-year term.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** Municipal Court Judge Appointment table 2024 (PDF)

CITY OF COLUMBIA MUNICIPAL COURT JUDGES				
Chief Administrative Judge				
	Term Start	Length of Term	Term Expires	
Bryan Jeffries	7/1/2018	2 years	6/30/2020	part-time
	8/18/2020	4 years	6/30/2024	part-time
	3/1/2023	4 years	3/1/2027	full-time
	8/20/2024	4 years	8/20/2028	Chief Judge
Regular Judges				
	Term Start	Length of Term	Term Expires	
Carlton Bagby	2000	4 years	6/30/2020	
	8/2/2016	4 years	6/30/2020	
	8/18/2020	2 years	6/30/2022	
	3/1/2023	2 years	3/1/2025	part-time
Gail Jabber	7/1/2018	4 years	6/30/2022	part-time
	3/1/2023	2 years	3/1/2025	part-time
Renee Lipson	3/1/2023	4 years	3/1/2027	full-time



MEETING DATE: August 20, 2024

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Capital City Stadium Drainage Project