



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, AUGUST 3, 2021

The Columbia City Council will conduct a Council Meeting on Tuesday, August 3, 2021 at 2:00 p.m. at the Busby Street Community Center, 1735 Busby Street, Columbia, SC 29203. The meeting will be streamed online at www.columbiasc.gov. Citizens can participate in the meeting in-person or via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **6606**. During the meeting: press *1 to listen; *2 to leave a message; or *3 to request to speak. For additional information visit www.columbiacitysc.igm2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the July 20, 2021 City Council Meeting Minutes.

PRESENTATIONS

2. Recognition of Ms. Renee Terry, Parking Operations Coordinator - Ms. Elle Matney, Parking Services Director
3. Introduction of the Mayor's Fellows (Summer 2021) - Mr. Skot Garrick, Communications Director / Office of the Mayor



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, AUGUST 3, 2021**

CITY COUNCIL DISCUSSION / ACTION

4. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin
 - *COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director*
5. Columbia Metropolitan Convention Center Update - The Honorable Mayor Stephen K. Benjamin
6. Fiscal Year 2021/2022 Hospitality Tax Grant Program - Ms. Melisa Caughman, Budget & Program Management Director

CONSENT AGENDA ITEMS 7 THROUGH 33

7. Council is asked to approve a Professional Services Agreement for State Lobbying Services for Fiscal Year 2021/2022, as requested by the Office of Governmental Affairs. Award to Kyle Michel Law Firm, LLC in an amount not to exceed \$72,000. This firm is located in Columbia, SC.

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

8. Council is asked to approve a Professional Services Agreement for State Lobbying Services for Fiscal Year 2021/2022, as requested by the Office of Governmental Affairs. Award to Ed Givens - Fellowship Strategies, LLC in an amount not to exceed \$72,000.00. This firm is located in Columbia, SC.

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

9. Council is asked to approve a Professional Services Agreement for Federal Lobbying Services for Fiscal Year 2021/2022, as requested by the Office of Governmental Affairs. Award to CapitalEdge Strategies, LLC in an amount not to exceed \$83,750.00. This firm is located in Washington, DC.

Funding Source: Governmental Affairs (1011103-636600). The original budget amount is \$83,750.00.

10. 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: Public Defender (1018404-638522). The original budget amount is \$225,000.00.



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11. Council is asked to approve the Renewal of Microfocus & Banner CIS Annual Maintenance Licenses, as requested by the Budget and Program Management Office. Award to Hansen Banner, LLC, in the amount of \$127,471.91. This firm is located in New York, NY.

Funding Source: Program Management Office-Maintenance & Service Contract (6218950-638200). The original budget amount is \$127,471.91.

12. Council is asked to approve the Renewal of Record Management System (RMS) Workstation Software Annual Maintenance for Fiscal Year 2021/2022, as requested by the Columbia Police Department. Award to Tritech Software Systems, a CentralSquare Company, in the amount of \$221,176.92. This vendor is located in Lake Mary, FL.

Funding Source: Police Administrative Services - Maintenance & Service Contract (1012402-638200). The original budget amount is \$221,176.92.

13. Council is asked to approve the Purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2021/2022, as requested by the Columbia Police Department. Award to Motorola, Inc., using the SC State Contract in the amount of \$355,000.00. This vendor is located in Blythewood, SC.

Funding Source: Police Department - Other Lease/Rental (1012402-636500). The original budget amount is \$355,000.00

14. Council is asked to approve a Contract for Project WM4435; Water Main Construction along Broadmore Street and Kistler Avenue, as requested by Columbia Water. Award to Lake Murray Utility Company, Inc. in an amount not to exceed \$199,152.00, which includes contingency. The firm is located in Chapin, SC.

Funding Source: Engineering - Water & Sewer Improvements (5529999-WM443501-658650). The original budget amount is \$200,000.00.

This is a Mentor Protégé Program project. Lake Murray Utility Company, Inc. is the mentor and will be providing general project management and other services at 45.35% (\$75,268.00) of the total contract amount. J.W. Brown Construction, LLC located in Lexington, SC is the protégé and will be providing equipment and personnel services at 20.00% (\$33,192.00) of the total contract amount.

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

Fortiline located in Lugoff, SC will provide materials and pipe at 24.10% (\$40,000.00) of the total contract amount.



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Capital Concrete located in Lexington, SC will provide concrete and flowable fill at 9.04% (\$15,000.00) of the total contract amount.

Sloan Construction located in Duncan, SC will provide asphalt at 1.51% (\$2,500.00) of the total contract amount.

15. Council is asked to approve Contract Amendment #6 for Project WM4374; Engineering Services for Repairs to the Columbia Canal Head Gates, as requested by Columbia Water. Award to Kleinschmidt Associates in the amount of \$891,250.00. This firm is located in Lexington, SC.

Funding Source: FEMA Engineering Services 2015 October Flood Recovery (2531706-WM437401-638400). The original budget amount was \$957,112.00. The budget amount for this amendment is \$891,250.00. The total revised budget amount is \$1,848,362.00.

Kleinschmidt is the prime contractor and will provide design repair services for the Columbia Canal Head Gates at 78.06% (\$1,442,881.41) of the total contract value.

The following sub-consultants will provide additional services:

Chao and Associates, a Minority Business Enterprise firm located in Columbia, SC will provide structural evaluation and field structure as-built, and surveying services at 6.15% (\$113,692.59) of the total contract value for Phases 1, 2, 3 and 4.

F&ME, located in Columbia, SC will provide subsurface investigation services and geotechnical and structural design support at 6.51% (\$120,300.00) of the total contract value for Phases 1, 2, 3 and 4.

D&J Machinery & Rigging, LLC located in Lexington, SC will provide Head Gate clean out and inspection services at 2.29% (\$42,288.00) of the total contract value for Phases 1 and 2.

Standard Diving & Marine Contracting, LLC located in Mt. Pleasant, SC, will provide underwater condition assessment services at 1.04% (\$19,200.00) of the total contract value for Phases 1 and 2.

North Fork Electric, Inc. located in Crumpler, NC, will provide assistance for the design of head gates and intake systems at 5.95% (\$110,000.00) of the total contract value for Phases 3 and 4.

16. Council is asked to approve Contract Amendment #2 to an Indefinite Delivery Contract for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water. Award to G. H. Smith Construction, Inc. in the amount of \$400,000.00. This firm is located in Columbia, SC.

Funding Source: Engineering Wastewater System Improvements – Special Contracts – Water/Sewer, Stormwater (5516221-638305). The original budget amount was \$450,000.00. The budget amount for this amendment is \$400,000.00. The total revised budget amount is \$850,000.00.



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This is a Mentor Protégé Program Project. G. H. Smith Construction, Inc. located in Columbia, SC, is the mentor and will provide equipment/materials, and insurance/bonding services at 80.00% (\$680,000.00) of the total revised contract amount. Smoak Construction, a Minority Business Enterprise (W) located in Little Mountain, SC, is the protégé and will provide waterline repair services and equipment/materials at 20.00% (\$170,000.00) of the total revised contract amount.

17. Council is asked to approve the Purchase of Badger AMI Meters for the Water Distribution and Maintenance Divisions, as requested by Columbia Water. Award to Badger Meters, Inc., in the amount of \$661,343.40. This vendor is located in Milwaukee, WI.

Funding Source: Utilities Water Distribution & Maintenance - Meters, Parts, and Supplies (5516203-625600). The original budget amount is \$1,000,000.00.

18. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 26.36 acres S/S Technology Circle, Richland County TMS# 17200-02-11, Richland County TMS# 06200-01-07 and 06200-01-14

Ordinance No.: 2021-061 Annexing and Incorporating 26.36 acres S/S Technology Circle, Richland County TMS# 17200-02-11, Richland County TMS# 06200-01-07 and 06200-01-14 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 1

Proposal: Request to annex the property and assign a land use classification of Employment Campus (EC) and zoning of Office and Institutional District (C-1) at the time of annexation. The property is currently classified as Economic Development Center/Corridor and zoned GC by Richland County.

Applicant: South Carolina Research Authority / Hillpointe, LLC

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

First reading approval was given on July 20, 2021.

19. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 314 Heyward Street, Richland County TMS# 08816-10-11

Ordinance No: 2021-058 Annexing and Incorporating 314 Heyward Street, Richland County TMS# 08816-10-11 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 2



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Proposal: Request to annex the property and assign a land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and zoning of Two-Family Residential District in a Design Preservation Overlay (RD-2, -DP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.

Applicant: PMC Columbia Bungalows, LLC

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

First reading approval was given on July 20, 2021.

20. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 10.60 acres W/S Broad River Road and 8.12 acres W/S Broad River Road, Richland County TMS# 06200-01-07 and 06200-01-14

Ordinance No: 2021-060 Annexing and Incorporating 10.60 acres W/S Broad River Road and 8.12 acres W/S Broad River Road, Richland County TMS# 06200-01-07 and 06200-01-14 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District:1

Proposal: Request to annex the property and assign land use classifications of Urban Edge Mixed Residential (UEMR) and Community Activity Center (AC-2) and assign zoning of General Residential District with a portion within a Flood Protective Overlay (RG-2 and RG-2, -FP) and Neighborhood Commercial District (C-2) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned GC and OI by Richland County.

Applicant: W. E. Sellars, Trustee, The Founder's Fund; C. W. Haynes and Company, Incorporated; BlueChoice Healthplan of South Carolina, Inc. f/k/a Companion Healthcare Corporation / McGuinn Homes, LLC

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

First reading approval was given on July 20, 2021.



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21. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 409 Hampton Trace Lane, Richland County TMS# 13616-08-07

Ordinance No: 2021-059 Annexing and Incorporating 409 Hampton Trace Lane, Richland County TMS# 13616-08-07 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 3

Proposal: Request to annex the property and assign a land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Single Family Residential District (RS-2) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RS-MD by Richland County.

Applicant: Jessica M. and Robert E. Bartley

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

First reading approval was given on July 20, 2021.

22. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 7432 Broad River Road, Richland County TMS# 05100-04-10(p)

Ordinance No: 2021-057 Annexing and Incorporating 7432 Broad River Road, Richland County TMS# 05100-04-10(p) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District:1

Proposal: Request to annex the property and assign a land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (C-3) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.

Applicant: Robertson Family Holdings, LLC / LCE Investments, LLC

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

First reading approval was given on July 20, 2021.



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23. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 8025 Garners Ferry Road and 8041 Garners Ferry Road, Richland County TMS# 19100-05-04 and 19000-01-10

Ordinance No: 2021-056 Annexing and Incorporating 8025 Garners Ferry Road and 8041 Garners Ferry Road, Richland County TMS# 19100-05-04 and 19000-01-10 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District:3

Proposal: Request to annex the property and assign a land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Single Family Residential District (RS-3) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and Economic Development Center/Corridor and zoned RU by Richland County.

Applicant: Garners Ferry Development Company / Site Management Group, LLC

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

First reading approval was given on July 20, 2021.

24. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 291 Harbison Boulevard, Lexington County TMS# 001941-01-015

Ordinance No.: 2021-055 Annexing and Incorporating 291 Harbison Boulevard, Lexington County TMS# 001941-01-015 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 1

Proposal: Request to annex the property and assign a land use classification of Urban Edge Regional Activity Center (UEAC-2) and assign zoning of Planned Unit Development-Commercial District (PUD-C) at the time of annexation. The property is currently zoned PD by Lexington County.

Applicant: Branch Banking and Trust of South Carolina / Harbison MO, LLC

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

First reading approval was given on July 20, 2021.



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25. **COMPREHENSIVE PLAN – FUTURE LAND USE MAP CONFIRMATION AMENDMENT** for 8.80-acre portion of S/S Old Leesburg Road; TMS# 22113-01-01(p)

Ordinance No.: 2021-052 Amending the Columbia Compass: Envision 2036 Map to include 8.80-acre portion of S/S Old Leesburg Road; TMS# 22113-01-01(p); annexed by Ordinance No: 2021-044 enacted June 1, 2021

Council District: 4

Proposal: Request to confirm the future land use classification of Urban Edge Residential Small Lot (UER-1) following the annexation of the property. The property is currently assigned an interim future land use classification of Urban Edge Residential Small Lot (UER-1).

Applicant: Janilyn Q. Martin and Susan Q. Phelps / Canary Woods, LLC

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

Annexation, 1st Reading: 05/18/2021; Approval

2nd Reading: 05/18/2021; Approval

First reading approval was given on July 20, 2021.

26. **ZONING MAP AMENDMENT CONFIRMATION** for 8.80-acre portion of S/S Old Leesburg Road; TMS# 22113-01-01(p)

Council District: 4

Proposal: Request to confirm the zoning of Single Family Residential District (RS-3) following the annexation of the property. The property is currently assigned interim zoning of Single Family Residential District (RS-3).

Applicant: Janilyn Q. Martin and Susan Q. Phelps / Canary Woods, LLC

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

Annexation, 1st Reading: 05/18/2021; Approval

2nd Reading: 06/01/2021; Approval



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First reading approval was given on July 20, 2021.

27. ZONING MAP AMENDMENT for 1135 Carter Street, TMS# 14102-04-01

Council District: 2

Proposal: Request to rezone the parcel from Single-Family Residential District (RS-2) to Planned Unit Development-Residential District (PUD-R).

Applicant: LuCinda J. Herrera, Columbia Housing Authority

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

First reading approval was given on July 20, 2021.

28. ZONING TEXT AMENDMENT to Amend §17-681(b)(7) and Granby Architectural Conservation District Guidelines to add 314 Heyward Street, TMS# 08816-10-11

Ordinance No: 2021-053 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 3, Landmarks and Design Protection Districts, Sec. 17-681 Districts identified, (b) Architectural conservation district (7)

Proposal: Amend City of Columbia's Code of Ordinances §17-681(b)(7) (Districts identified) to include an additional lot due to an annexation and update the map in the Granby Architectural Conservation District Guidelines for the same reason.

Pertinent Sections: Chapter 17, Article V, Division 3, Amend §17-681(b)(7) (Districts identified); Granby Architectural Conservation District Guidelines

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

First reading approval was given on July 20, 2021.



We Are Columbia

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29. ZONING TEXT AMENDMENT to Revise proposed new City of Columbia Zoning Map effective August 30, 2021 in conjunction with the newly adopted Unified Development Ordinance.

Ordinance No: 2021-054 Amending the Official Zoning Map for the City of Columbia, Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina

Proposal: Revise proposed new City of Columbia Zoning Map effective August 30, 2021 in conjunction with the newly adopted Unified Development Ordinance.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

First reading approval was given on July 20, 2021.

30. Ordinance No.: 2021-031 Establishing the City Center Business Improvement District

First reading approval was given on July 20, 2021.

31. Ordinance No.: 2021-049 Granting an encroachment to the South Carolina Department of Transportation for the use of the right of way area of the 900 block of College Street for the installation and maintenance of a privacy fence enclosure, steps, walkways, access drive, and irrigation adjacent to 955 Park Street, Richland County TMS#08916-08-01

First reading approval was given on July 20, 2021.

32. Ordinance No.: 2021-064 Authorizing the City Manager to execute Amendment No. 7 to Amended and Restated Agreement of Sale and Purchase between the City of Columbia and Baker and Baker Real Estate Developers, LLC for the sale of Parcel "A" containing approximately 27,664 square feet (0.64 acre) and Parcel "B" containing approximately 25,444 (0.58 acre) square feet located on the eastern side of Gist Street between Laurel Street and Blanding Street and known as Richland County TMS No.: 09005-02-44 and 09005-02-23

First reading approval was given on July 20, 2021.



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33. Ordinance No.: 2021-065 Authorizing the City Manager to execute a Fifteenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02

First reading approval was given on July 20, 2021.

ORDINANCES - FIRST READING

34. Ordinance No.: 2021-066 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article II, Mayor, Council and City Manager, Division 2, Council Meetings, Sec. 2-59 Council committees and special committees

RESOLUTIONS

35. Resolution No.: R-2021-081 Ratifying and Authorizing the City Manager to execute an Agreement between the City of Columbia and The Midlands Housing Alliance, Inc. for 2025 Main Street for Fiscal Year 2021-2022
36. Resolution No.: R-2021-082 Ratifying and Authorizing the City Manager to execute an Agreement between the City of Columbia and USC Housing First for Fiscal Year 2021-2022
37. Resolution No.: R-2021-084 Ratifying and Authorizing the City Manager to execute an Inclement Weather Center Service Agreement between the City of Columbia and the United Way of the Midlands for operation of the Inclement Weather Center for Fiscal Year 2021-2022

EVENT RESOLUTION

Safety plans that adhere to the COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, have been reviewed and approved by the Columbia Police Department for each of the following events.

38. Resolution No.: R-2021-064 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA Tour & Tasting on Wednesday, August 11, 2021 with a rain contingency date of Thursday, August 19, 2021



We Are Columbia

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APPOINTMENTS

- 39. Food Policy Committee
- 40. Transportation Penny Oversight Committee

CITY COUNCIL COMMITTEE REPORTS AND REFERRALS

PUBLIC INPUT

EXECUTIVE SESSION

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

*COVID-19
Gun Crime Legislation*

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

Convention Center

ADJOURNMENT



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 20, 2021

The Columbia City Council conducted a meeting on Tuesday, July 20, 2021 at the Busby Street Community Center, 1735 Busby Street, Columbia, SC 29203. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:10 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. The minutes are numbered to coincide with the order of the meeting.

INVOCATION

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

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to adopt the agenda, subject to deferring the discussion of hospitality tax grant program, deferring **Item 38** Zoning Map Amendment for 6430 Norris Street, and moving the referral of the ad-hoc committee to after Presentations.

APPROVAL OF MINUTES

1. Council is asked to approve the June 15, 2021 City Council Meeting Minutes.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve the June 15, 2021 City Council Meeting Minutes.

PRESENTATIONS

2. Resolution No.: R-2021-078 Approving the honorary naming of the City Council Conference Room on the 3rd floor of City Hall the "Frank B. Washington Room" – *Approved*



We Are Columbia

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Mayor Benjamin said every single one of us has been impacted by Mr. Washington's life and legacy. As long term president of the Columbia branch of the NAACP, vice-president of the NAACP State Conferences, and a member of the National Board of the NAACP he thought it necessary to push for a representative government in the City of Columbia. We are grateful to have joined all the Washington Family and friends in sending Mr. Washington on to glory on June 19, 2021. He and his beautiful family have been trailblazers in so many different aspects. He was a native of Estill, SC. He attended Booker T. Washington High School Class of 1945. He graduated from Allen University, The Catholic University in Washington D.C., and Bradley University in Emporia, Illinois. His professional career began at the South Carolina Department of Education in 1951. He retired in 1986 after 35 years of service. He began a very successful real estate business serving the citizens of Columbia. He was a lifelong advocate of civil rights in the State of South Carolina. In October 2019 Governor McMaster awarded Mr. Washington with the Order of the Palmetto, the highest civilian honor in the State of South Carolina. We want to recognize Mr. Frank B. Washington by naming the City Council Conference Room the "Frank B. Washington Room". The City was once represented by all white men from Shandon who decided policies over private poker games. Well now decisions are made in the public. In the house of the people, in City Hall and the most sensitive discussions are made in the City Council Conference Room right behind our historic chambers.

Councilor Davis said I had the honor during my youthful years of working with him and other big representatives of the city. They were all soldiers in the interest of justice, responsibility, dedication, and duty. I always admired his tenacity and ability to fight for what he believed in and what he thought was right. He is one of my motivators and one of the people I honestly admire. This small tribute is a worthwhile and justifiable honor.

Councilor Duvall asked for unanimous consent for all members of Council be added as seconding this motion.

Councilor Devine said several years ago we hosted a discussion with young people about civil rights in Columbia after we watched the movie *Selma*. Mr. Washington was sitting in the Mayor's seat at City Hall talking to a group of young people. Those young people were in awe, they could have asked questions for hours listening to him. The impact that he has had on this City for generations to come is still undetermined because these young people were inspired to hear from him. It is an honor to be able to vote for this motion.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 20, 2021

Upon a motion made by Mayor Benjamin and seconded by all members of Council, Council voted unanimously to approve Resolution No.: R-2021-078 Approving the honorary naming of the City Council Conference Room on the 3rd floor of City Hall the “Frank B. Washington Room”.

Mrs. Vivian Washington said I know Frank will be very happy. He fought a long battle. He never got any money for it; it was all from his heart. I thank you all very much.

3. Recognition of Ms. Amy Moore as the Historic Columbia Foundation's Preservation Leadership Award Recipient - Ms. Krista Hampton, Planning and Development Services Director

Ms. Krista Hampton, Planning and Development Services Director said I want to take the opportunity to let Ms. Amy know how much I appreciate her and her work. We asked her employees to give us a few words to describe her: intelligent, good humored, unflappable, steadfast, innovative, kind, patient, and generous. I am honored to have the privilege to work with her.

Ms. Lucinda Statler, AICP, Planning Administrator said Amy has been a tireless advocate for preservation in Columbia for 18 years. As principal preservation planner for the City of Columbia, she provides oversight for the City's protected historic resources and leadership for City's preservation programs and initiatives. She has been instrumental in the designation of many of the City's historic neighborhoods and landmarks. She has helped guide hundreds of renovation and restoration projects throughout the City to ensure they are done sensitively and respectfully. She puts thought and effort into everything that she does and it shows. We are so pleased to share that she has been recently recognized for her work as the recipient of the 2021 Preservation Leadership Award from Historic Columbia.

Mayor Benjamin said every single accolade is well deserved. You are amazing and a gift to the people of Columbia.

Ms. Amy Moore, Principal Historic Preservation Planner said I very much appreciate it. Columbia has been such an important piece of work for me over the years. Columbia is so special and people sometimes don't recognize it. It's an honor to be in this role to help protect and preserve our physical City. Thank you for the opportunity to do that and I enjoy serving all of you.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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CITY COUNCIL COMMITTEE REFERRALS / REPORTS

4. Council is asked to form an ad-hoc committee to study a proposed ordinance for the regulation of short-term rentals, as requested by The Honorable Howard E. Duvall. The recommended members are Councilors Sam Davis, Howard Duvall, and Will Brennan.

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to approve the formation of an ad-hoc committee to study a proposed ordinance for the regulation of short-term rentals, as requested by The Honorable Howard E. Duvall. The recommended members are Councilors Sam Davis, Howard Duvall, and Will Brennan.

Mayor Benjamin said we will have a special ad-hoc committee consisting of Mr. Davis, Mr. Duvall, and Mr. Brennan. Those meetings will be open for the public to participate in the shaping of any proposed ordinance.

Councilor Rickenmann said we might want to be clear about when the committee meeting is going to take place. There are people who wanted to speak today so at least they can know when they can participate and plan ahead.

Councilor Duvall said we do not have a date for the committee meeting yet but we will expeditiously schedule our first meeting and invite some of the experts and public that's here today to talk to the committee. I consider this to be a process of several months. We will be taking testimony from people on both sides of the issue and return to Council with committee recommendations suitable for the City of Columbia.

Mayor Benjamin said let's make sure we post the notice of the proposed meeting date with adequate timing for people to be present.

CITY COUNCIL DISCUSSION / ACTION

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

Mayor Benjamin said we had several months of improvements. We are now gravely concerned about the variants, particularly the delta variant. I'm watching some unnerving trends not just in South Carolina but all across the country.



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- *COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director*

Mr. Harry Tinsley, Emergency Management Director said our City staff continues to work with local partners: DHEC, Prisma Health, and Lexington Medical Center. Today, there are clinics for our employees and family at the police, fire, and engineering departments. Next week, there will be one in our Human Resources Department. Today we are partnering with Prisma Health at our Drew wellness Center to run a clinic until 4:00 p.m. There will also be another clinic at that same location with Lexington Medical Center. Beginning in August, we will be partnering with DHEC to work vaccine clinics at Hyatt Park, MLK Park, Melrose Park, and Woodlands Park. As of today, South Carolina is at 497,093 cases of COVID-19 with 8.3 million tests administered. The case count for today is 230 confirmed and 94 probable. That is a 7.4% positivity rate. Over the last 14 days, the state positivity rate has been around 3.9%. There were two confirmed deaths and one probable in today's report, bringing the state total of confirmed deaths to 8,696. In Richland County, the case count stands at 40,372 with 22 new cases as of today and a total death count of 514. As of July 14th, the Richland County recent disease activity incidence rate has been upgraded from low to medium with a 2.8% positivity rate. Statewide there is sufficient hospital bed capacity. As of today, there are 258 patients currently hospitalized due to COVID-19. DHEC reports that 4,082,286 doses of COVID-19 vaccines have been administered in the state. As of July 18th, approximately 43.9% of South Carolina's population are fully vaccinated and 49.8% have received at least one dose. In Richland County, 52.8% of residents have received at least one dose and 46.4% have completed their vaccinations. According to the CDC, 48.6% of the U.S. population has been fully vaccinated and 56.1% have received at least one dose.

Councilor McDowell asked if the confirmed cases include both unvaccinated and vaccinated individuals.

Mr. Harry Tinsley, Emergency Management Director said the confirmed positive cases include those who were previously unvaccinated and those who have tested since the inception of COVID-19. As far as those who have received full vaccination and have tested positive, we do not have that data yet.

Councilor McDowell asked about the number of cases of the variants in particular zip codes.

Mr. Harry Tinsley, Emergency Management Director said DHEC is not tracking the variants at that level. According to the CDC, the latest report said that about 83% of the new cases are the delta variant.



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Councilor Devine said our City has been doing an amazing job as far as vaccine education and information access. We have talked about doing a survey in regards to how individuals feel about the vaccination. If we know why people might be reluctant, we can target the information.

Mayor Benjamin said we discussed community data platforms. Doing a survey like the one done in Charleston in regards to affordable housing which provided some very specialized local data on the issue. It would be helpful in trying to get to the core issues in our community regarding vaccine hesitancy. We will push this survey idea forward to staff.

6. American Rescue Plan Update - Ms. Melisa Caughman, Budget & Program Management Director

Ms. Teresa Wilson, City Manager said I am encouraged by the amount of information we have received since we last reported. We have tried our best to put together the most practical and appropriate uses to recommend to you all. These are one-time funds. Through various resources we have been able to navigate what we are recommending. My goal is to make sure the City is best suited to administer these funds. We have to reassure the public and prove that we have administered the funds well, accounted for every dollar, and been compliant. We have created three proposed use categories: lost revenue, city projects and amenities, and neighborhoods and community investments. We tried to include as many recommendations as we could, from housing attainability, broadband, demolition of abandoned structures, replacing lost revenue, hospitality tax funding, parks and recreation, and internal needs of city and staff.

Ms. Melisa Caughman, Budget and Program Management Director said the American Rescue Plan (ARP) Act of 2021 is a \$1.9 trillion economic stimulus bill. Out of that, \$350 billion is for states, municipalities, counties, tribes, and territories. The interim Treasury guidance was released on May 10, 2021. That guidance from Treasury outlines eligible uses and administration of the funds. The final guidance is anticipated to be released in the fall. We also received the compliance and reporting guidance on June 17, 2021. This states that we have to administer the funds according to other federal uses: only allowable activities, allowable costs/cost principals, federal procurement requirements, program income, reporting requirements, and sub-recipient monitoring. The first interim report to the Treasury is due August 31, 2021. There are a number of other allocations from the act that are going through different federal and state agencies for assistance to small businesses and aid to households. These funds will also help support our community. The eligible uses indicated by the Treasury for the State and Local Fiscal Recovery Funds (SLFRF) are: replace lost public sector revenue, support public health expenditures, address negative economic impacts caused by the public health emergency, provide premium pay for essential workers, and invest in



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water, sewer, and broadband infrastructure. Funds cannot be used to directly or indirectly offset tax reductions or delay a tax or tax increase, deposited into any pension fund, for debt, replenish rainy day or other reserve funds, pay settlements or judgments, or used as a non-federal match for other federal programs. The covered period is March 3, 2021 to December 31, 2024. The City of Columbia's direct ARP allocation is \$27,178,358. The funds are disbursed in two equal installments, one year apart. The City received the first installment of \$13.5 million on June 2021. In addition to the ARP funds, the City is receiving additional funds for our HOME Program of \$2,500,820. The funds will be administered as they are now through the Community Development Department. These funds are subject to HUD rules. Funds that will also benefit the Midlands area are: allocation of \$2,499,067,328 to the State of South Carolina, ARP allocation of \$80,756,312 to Richland County, HUD HOME allocation of \$2,696,855 to Richland County, ARP allocation of \$58,028,685 to Lexington County, and HUD-HOME allocation of \$2,619,353 to Lexington County. Our proposed goals for using the ARP funds are: avoid creating new programs or add-ons to existing programs that require an ongoing financial commitment since these are one time funds, address immediate needs and restore city services, create sustainable solutions, follow compliance and reporting guidelines, and achieve long-term benefits. Our recommendations are to set up an internal ARP Task Force to review projects according to Treasury guidance and proposed goals at the direction of City Council and executive management; set up an information page on the City's website with information on activities that tracks with Treasury reporting; coordinate, when possible, with surrounding jurisdictions and partners on potential overlap or joint project opportunities; have task force reporting to executive management and City Council on status of projects and funding; and using 5% (\$1,358,918) of funds for administration, compliance, and reporting. We have categorized the uses into three main categories: replace lost revenue, city projects/amenities, and neighborhoods/community investments. The proposed uses regarding the replacement of lost revenue are: reimburse city for COVID-19 related expenses not already recovered, restore suspended or reduced city services, and replacement of rolling stock and capital equipment for police, fire, public works, and parks & recreation. The proposed uses for city projects and amenities are public facility improvements/replacements and new or improved playground equipment and greenspace enhancements. The proposed uses in regards to neighborhoods and community investments are: initiatives that address crime and gun violence; demolition of vacant, abandoned, and hazardous properties; housing rehabilitation; food insecurities; and to address housing stability and attainability. The budget passed in May incorporated the use of some of the ARP funds and they have been accounted as allocated. These are estimates until we know more towards the end of the year and finance completes the audit process. The areas that will be more addressed are the general fund and parking fund. We are holding \$5.7 million to help us cover any potential deficits in our revenue streams for fiscal year 2020/2021. For fiscal year 2021/2022, we are allocating \$6.9 million for the general fund, parking fund, and hospitality tax fund. For fiscal year 2022/2023, we are allocating \$3 million for the



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general fund and parking fund. The replacement of lost revenue is one of the broadest categories from the Treasury guidance so we are able to utilize the funds a little broader than the other specific requirements. The proposed projects are subject to the final Treasury guidance and prioritization of projects. The list of proposed projects addresses a number of needs in our departments that help provide services to our community and services that address public health. The list totals \$40 million and we are only receiving \$27 million so not everything listed can go forward. We will have to wait for the final guidance from Treasury to see which programs will meet the guidance and prioritize based on input from City Council and the City Manager.

Councilor Devine said it might be helpful when prioritizing projects, to point out the projects that are shovel ready. It is beneficial to know if any of these projects can be funded by the extra money coming from the American Jobs Plan. I would like to know specifics on the initiatives to reduce crime and gun violence and what the allocation is going towards.

Ms. Melisa Caughman, Budget and Program Management Director said as we get projects and programs finalized there will be more information about what is being covered. We have to know that information to be able to do our reporting.

Councilor Davis asked if there is flexibility in partnering with entities that have the same goals that we have to help reduce the dollars we spend.

Ms. Teresa Wilson, City Manager said when we address housing stability, attainability, and the broadband accessibility we would absolutely involve partners. As you know there is a multitude of developers moving into the space of attainable housing. For the food insecurities category, we would also like to be a conduit and put out a request for proposals to obtain a partner that would know how to do that successfully. Some initiatives organically require a partner.

Councilor Brennan asked if the City has yet identified an independent compliance contractor.

Ms. Melisa Caughman, Budget and Program Management Director said we have looked at utilizing the state's program but we have not started that process yet.

Councilor Brennan asked who would make up the ARP Task Force.



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Ms. Melisa Caughman, Budget and Program Management Director said it would be made up of internal departments.

Councilor Brennan asked if the City is leveraging the funds coming to the County for public safety purposes and if there are strategies to combine those funds.

Ms. Melisa Caughman, Budget and Program Management Director said we have had conversations with our neighboring jurisdictions and we will continue to do so through this process.

Councilor Devine said for transparency reasons, I would suggest we establish some kind of dashboard where folks can see money in and money out. If we use the majority of the funds internally, it would be a good tool to see how we leveraged the funds received and also to be able to explain the impacts on the community.

Councilor Rickenmann said I am a big proponent of spending these monies internally. We have a lot of needs and we need to tackle those to help free up money in the future. We need to be asking for state funding, there is a lot of recovery money out there. We need to make sure we leverage this so that we can have the most balance and impact across the City. Our staff has done a lot with very little and it is time to give them what they need so they can do their jobs properly. I hope we can prioritize the body cams and the second set of gear for our firefighters.

Ms. Melisa Caughman, Budget and Program Management Director said we have a list of project allocations that we would like to propose to the state. All of these projects still need to be eligible under the Treasury guidance. The state has to follow the same guidance that we do. They cover a number of things that would impact our community and the whole region. Our next steps are to hire a grant manager, establish the internal task force with City staff, develop guidelines for project proposal development and ARP reporting, complete project budgets for proposed projects, evaluate proposed projects with final Treasury guidance, and amend the budget as necessary.

7. Fiscal Year 2021/2022 Hospitality Tax & Accommodations Tax Grant Program - Ms. Melisa Caughman, Budget & Program Management Director



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Ms. Melisa Caughman, Budget and Program Management Director said the accommodations tax recommendations have been published in accordance with City Council's guidance. The committee reviewed the applications from Capital City Lake Murray and Experience Columbia. Allocations are being made to both of those organizations.

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve the Fiscal Year 2020-2021 Accommodations Tax Advisory Committee recommendations. Council deferred consideration of the hospitality tax funding until August 3, 2021.

CONSENT AGENDA ITEMS 8 THROUGH 28

Upon a single motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve **Consent Agenda Items 8 through 28**.

8. Council is asked to approve a Professional Services Agreement for Fiscal Year 2021/2022 for computer training, job search/preparation, and online classes for our most vulnerable populations, as requested by the Community Development Department. 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 (1014320-636600) \$50,000 and Water & Sewer Special Projects (5518415-636600) \$50,000. The original budget amount is \$100,000.00.

9. Council is asked to approve an Agreement for Lead-Based Paint and Asbestos Testing/Air Monitoring for an initial term of one (1) year, with the option to renew for three (3) additional one-year periods, as requested by the Community Development Department. Award to ABS Environmental, Inc. in an amount not to exceed \$622,500.00. This firm is located in Chapin, SC. – *Approved*

Funding Source: Community Development Block Grant - Disaster Recovery Control Account Professional Services (2639999-9107902017-636600 \$518,750.00; 2639999-910790121-636600 \$51,875.00; 2639999-9100100121-636600 \$51,875.00). The original budgeted amount is \$622,500.00.



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ABS Environmental, LLC will provide lead-based paint inspections, risk assessments, clearance testing, asbestos testing, and air monitoring services estimated at 85% (\$529,125.00) of the total contract amount.

The following subcontractors will provide services estimated at a combined 15% (93,375.00) of the total contract amount:

EMSL Analytical of Kernersville, NC will provide lab services. Actual dollar amounts and percentage will depend on the number of samples required.

Eurofins/CEI, of Cary, NC will provide lab services. Actual dollar amounts and percentage will depend on the number of samples required.

10. Council is asked to approve an Agreement for Nowcare Premium Parking Facility Gate Equipment & Software Extended Warranty with Cloud Hosting Services for an initial term of one (1) year with the option to renew for three (3) additional one-year periods, as requested by the Parking Services Department. Award to Amano McGann, Inc. in the amount of \$124,045.00. This firm is located in Charlotte, NC. – *Approved*

Funding Source: Parking Lady Street Deck, Maintenance and Service Contract (5313104-638200) \$31,011.25; Parking Sumter Street Deck, Maintenance and Service Contract (5313106-638200) \$31,011.25; Parking Park Street Deck, Maintenance and Service Contract (5313109-638200) \$31,011.25; Parking Lincoln Street Deck, Maintenance and Service Contract (5313112-638200) \$31,011.25. The original budget amount is \$124,045.00.

11. Council is asked to approve the Renewal of Cisco SMARTnet Services Contract, as requested by the Information Technology Services Department. Award to NWN Corporation, using the SC State Contract in the amount of \$101,512.08. This vendor is located in Waltham, MA. – *Approved*

Funding Source: Information Technology - Maintenance & Service Contracts (1011120-638200). The original budget amount is \$101,512.08.

12. Council is asked to approve the Renewal of the Oracle Support Services Contract for Banner Utility and IFAS Financial Systems, as requested by the Information Technology Services Department. Award to Mythics Inc., using the Region 4 (Omnia)/National IPA Cooperative Contract in the amount of \$173,195.21. This vendor is located in Virginia Beach, VA. – *Approved*



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Funding Source: Information Technology - Maintenance & Service Contracts (1011120-638200). The original budget amount is \$185,850.00.

13. Council is asked to approve the Microsoft Enterprise Software Services Agreement, as requested by the Information Technology Services Department. Award to SHI International Corporation, using the SC State Contract in the amount of \$651,092.77. This firm is located in Somerset, NJ. – *Approved*

Funding Source: Information Technology - Cloud Based Software Solutions (1011120-632170) \$422.40; Information Technology - Maintenance & Service Contract (1011120-638200) \$650,670.37. The original budget amount is \$772,887.00. This is the second installment of the three-year agreement.

14. Council is asked to approve Contract Amendment #10 for the final phase of Citywide Video Camera Services for Fiscal Year 2021/2022, as requested by the Columbia Police Department. Award to Statewide Security Systems, Inc. in the amount of \$171,000.00. This firm is located in Columbia, SC. (Video camera services are transitioning to a new Contractor) – *Approved*

Funding Source: Police Administrative Services - Professional Services (1012402-636600). The budget amount for this amendment is \$171,000.00.

15. Council is asked to approve a Contract for School Crossing Guard Security Services for academic year 2021/2022, as requested by the Columbia Police Department. Award to Cross Safe in an amount not to exceed \$289,843.20. This firm is located in Charlotte, NC. – *Approved*

Funding Source: Police Administrative Services, Professional Services (1012402-636600). The original budget amount is \$289,843.20.

16. Council is asked to approve the Purchase of a 2022 Enforcer Pumper for the Fire Department, as requested by the Fleet Services Division. Award to Spartan Fire & Emergency Apparatus, using the HGAC Cooperative Contract in the amount of \$737,511.94. This vendor is located in Roebuck, SC. – *Approved*

Funding Source: Capital Replacement - Auto, Truck Heavy Equipment-Capital; 6308972-658500. The original budget amount is \$737,511.94.



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17. Council is asked to approve an Agreement for Project WM4621; Pineview Industrial Park Water Capacity Study for an initial term of one (1) year with the option to renew for one (1) additional one-year period, as requested by Columbia Water. Award to Hazen and Sawyer in the amount of \$64,435.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Utilities Planning & Strategy Special Contracts - Water - Sewer, Stormwater (5516201-638305). The original budgeted amount is \$64,435.00.

18. Council is asked to approve an Agreement for Project SS7595; Capacity Assurance Program Hydraulic Modeling Professional Services for an initial term of one (1) year with the option to renew for two (2) additional one-year periods, as requested by Columbia Water. Award to Hazen and Sawyer in the amount of \$115,000.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Engineering Wastewater System Improvements - Special Contracts Water/Sewer, Stormwater (5516221-638305). The original budget amount is \$115,000.00.

19. Council is asked to approve a Memorandum of Agreement for Apprenticeship Program Certification and Training Services, as requested by Columbia Water. Award to Central Carolina Technical College in the amount of \$141,600.00. This vendor is located in Sumter, SC. – *Approved*

Funding Source: Utilities Wastewater Maintenance - Employee Training & Professional Development (5516205-631200) \$39,420.00; Utilities Metro Wastewater Plant - Employee Training & Professional Development (5516208-631200) \$37,700.00; Utilities Water Distribution & Maintenance - Employee Training & Professional Development (5516203-631200) \$47,400.00; Utilities Lake Murray WTP - Employee Training & Professional Development (5516207-631200) \$8,500.00. The original budget amount is \$141,600.00.

20. Council is asked to approve the Purchase of a Crane for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to H & E Equipment Services Inc., using the Sourcwell Cooperative Contract in the amount of \$224,823.85. This vendor is located in Baton Rouge, LA. – *Approved*

Funding Source: Utilities Metro Wastewater Plant-Auto, Trucks, Heavy Equipment-Capital; (5516208-658500). The original budget amount is \$224,823.85.



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21. Council is asked to approve an Agreement for Project SS7593; Capacity Assurance Program Professional Support Services for an initial term of two (2) years with the option to renew for one (1) additional one-year period, as requested by Columbia Water. Award to AECOM Technical Services, Inc. in the amount of \$386,100.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Engineering Wastewater System Improvements - Special Contracts Water/Sewer, Stormwater (5516221-638305). The original budget amount is \$386,100.00.

22. Council is asked to approve an Agreement for Project SS7591; Project Management and Capacity Assurance Program Professional Services for an initial term of three (3) years with the option to renew for one (1) additional one-year period, as requested by Columbia Water. Award to Carper Civil Consulting, LLC in the amount of \$388,752.00. The firm is located in Charleston, SC. – *Approved*

Funding Source: Engineering Wastewater System Improvements - Special Contracts Water/Sewer, Stormwater (5516221-638305). The original budgeted amount is \$388,752.00.

23. Council is asked to approve Contract Amendment #2 to an Indefinite Delivery Contract for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water. Award to Lake Murray Utility Company, Inc. in the amount of \$400,000.00. This firm is located in Chapin, SC. – *Approved*

Funding Source: Engineering Wastewater System Improvements – Special Contracts – Water/Sewer, Stormwater (5516221-638305). The original budget amount was \$400,000.00. The budget amount for this amendment is \$400,000.00. The total revised budget amount is \$800,000.00.

This is a Mentor Protégé Program Project. Lake Murray Utility Company, Inc. of Chapin, SC is the mentor and will provide overall project management, billing, and ordering services at 80% (\$640,000.00) of the total revised contract amount. J.W. Brown Construction, LLC of Lexington, SC is the protégé and will provide waterline repair services at 20% (\$160,000.00) of the total revised contract amount.

24. Council is asked to approve Contract Amendment #1 to an Indefinite Delivery Contract for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water. Award to LAD Construction, LLC in the amount of \$400,000.00. This firm is located in Swansea, SC. – *Approved*



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Funding Source: Engineering Wastewater System Improvements – Special Contracts – Water/Sewer, Stormwater (5516221-638305). The original budget amount was \$500,000.00. The budget amount for this amendment is \$400,000.00. The total revised budget amount is \$900,000.00.

This is a Mentor Protégé Program Project. LAD Construction, LLC. of Swansea, SC, is the mentor and will provide equipment/materials, and insurance/bonding services at 80% (\$720,000.00) of the total revised contract amount. JA Mabus, of Batesburg, SC, is the protégé and will provide waterline repair services and equipment/materials at 20% (\$180,000.00) of the total revised contract amount.

25. Council is asked to approve Contract Amendment #2 to an Indefinite Delivery Contract for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water. Award to Carolina Tap and Bore, Inc. in the amount of \$500,000.00. This firm is located in West Columbia, SC. – *Approved*

Funding Source: Engineering Wastewater System Improvements – Special Contracts – Water/Sewer, Stormwater (5516221-638305). The original budget amount was \$750,000.00. The budget amount for this amendment is \$500,000.00. The total revised budget amount is \$1,250,000.00.

This is a Mentor Protégé Program Project. Carolina Tap & Bore, Inc. of West Columbia, SC is the mentor and will provide labor, equipment/materials, and insurance and bonding services for the project at 80% (\$1,000,000.00) of the revised total contract amount. LG Utility Contractors, Inc., a Minority Business Enterprise (W) of Lugoff, SC is the protégé and will provide waterline repair services, labor, equipment, and insurance and bonding at 20% (\$250,000.00) of the revised total contract amount.

26. Council is asked to approve the issuance of Indefinite Delivery Contracts (IDCs) for Asphalt and Concrete Repair and Restoration Services, for an initial term of one (1) year with the option to renew for two (2) additional one-year periods, as requested by Columbia Water. Award to the following firms in a total amount not to exceed \$1,500,000.00. Project specific administration shall be required, executed, and issued for each asphalt and concrete repair or restoration project awarded under the approved IDC. – *Approved*

Funding Source: Engineering - Water System Improvements - Special Projects (5516220-638500). The original budget amount is \$1,500,000.00.



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Contractor	Not to Exceed Amount	Firm Location
AOS Specialty Contractors, Inc.	\$450,000.00	Lexington, SC
C.R. Jackson Inc.	\$350,000.00	Columbia, SC
North American Pipeline Management, Inc.	\$350,000.00	Columbia, SC
Southern Roots Landscape Management, LLC	\$350,000.00	Columbia, SC

27. Council is asked to approve an Agreement for Municipal Separate Storm Sewer System Support Services for 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, as requested by Columbia Water. Award to Woolpert, Inc., in the amount of \$533,707.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Engineering Stormwater Improvements - Special Contracts Water/Sewer, Stormwater (5534202-638305). The original budget amount is \$533,707.00.

Woolpert, Inc., will provide MS4 Support Services at 82.79% (\$441,848.00) of the total contract amount.

The following subconsultants will provide additional services:

Rogers and Callcott Engineers Inc., will provide lab services at 7.12% (38,000.00) of the total contract amount.

Xylem/ YSI Integrated Systems and Services Inc., will provide monitoring services at 10.09% (\$53,859.00) of the total contract amount.

28. Ordinance No.: 2021-051 Approving the use of certain funds of the City of Columbia, South Carolina, in order to Acquire, Construct, Equip and Develop Land and Improvements within the Bull Street Development to Provide one or more Parking Facilities and Pay Certain Costs Associated with the Development Thereof; and Other Matters Related Thereto (Bull Street Parking Facility 2/Construction and Development) - *First reading approval was given on June 15, 2021 – Approved on second reading.*



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PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

Council opened the Public Hearing at 3:50 p.m.

29. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 26.36 acres S/S Technology Circle, Richland County TMS# 17200-02-11, Richland County TMS# 06200-01-07 and 06200-01-14 – *Approved on first reading.*

Ordinance No.: 2021-061 Annexing and Incorporating 26.36 acres S/S Technology Circle, Richland County TMS# 17200-02-11, Richland County TMS# 06200-01-07 and 06200-01-14 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 – Approved on first reading.

Council District: 1

Proposal: Request to annex the property and assign a land use classification of Employment Campus (EC) and zoning of Office and Institutional District (C-1) at the time of annexation. The property is currently classified as Economic Development Center/Corridor and zoned GC by Richland County.

Applicant: South Carolina Research Authority / Hillpointe, LLC

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

No public comments were received at this time.

Upon a motion made by Mr. Rickenmann and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 26.36 acres S/S Technology Circle **and** Ordinance No.: 2021-061 Annexing and Incorporating 26.36 acres S/S Technology Circle, Richland County TMS# 17200-02-11, Richland County TMS# 06200-01-07 and 06200-01-14 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020.



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30. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 314 Heyward Street, Richland County TMS# 08816-10-11 – *Approved on first reading.*

Ordinance No: 2021-058 Annexing and Incorporating 314 Heyward Street, Richland County TMS# 08816-10-11 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 – Approved on first reading.

Council District: 2

Proposal: Request to annex the property and assign a land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and zoning of Two-Family Residential District in a Design Preservation Overlay (RD-2, -DP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.

Applicant: PMC Columbia Bungalows, LLC

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

No public comments were received at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 314 Heyward Street **and** Ordinance No: 2021-058 Annexing and Incorporating 314 Heyward Street, Richland County TMS# 08816-10-11 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020.

31. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 10.60 acres W/S Broad River Road and 8.12 acres W/S Broad River Road, Richland County TMS# 06200-01-07 and 06200-01-14 – *Approved on first reading.*



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Ordinance No: 2021-060 Annexing and Incorporating 10.60 acres W/S Broad River Road and 8.12 acres W/S Broad River Road, Richland County TMS# 06200-01-07 and 06200-01-14 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 – Approved on first reading.

Council District:1

Proposal: Request to annex the property and assign land use classifications of Urban Edge Mixed Residential (UEMR) and Community Activity Center (AC-2) and assign zoning of General Residential District with a portion within a Flood Protective Overlay (RG-2 and RG-2, -FP) and Neighborhood Commercial District (C-2) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned GC and OI by Richland County.

Applicant: W. E. Sellars, Trustee, The Founder's Fund; C. W. Haynes and Company, Incorporated; BlueChoice Healthplan of South Carolina, Inc. f/k/a Companion Healthcare Corporation / McGuinn Homes, LLC

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

No public comments were received at this time.

Upon a motion made by Mr. Davis and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, And Zoning Map Amendment for 10.60 acres W/S Broad River Road and 8.12 acres W/S Broad River Road **and** Ordinance No: 2021-060 Annexing and Incorporating 10.60 acres W/S Broad River Road and 8.12 acres W/S Broad River Road, Richland County TMS# 06200-01-07 and 06200-01-14 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020.

32. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 409 Hampton Trace Lane, Richland County TMS# 13616-08-07 – *Approved on first reading.*

Ordinance No: 2021-059 Annexing and Incorporating 409 Hampton Trace Lane, Richland County TMS# 13616-08-07 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 – Approved on first reading.



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Council District: 3

Proposal: Request to annex the property and assign a land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Single Family Residential District (RS-2) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RS-MD by Richland County.

Applicant: Jessica M. and Robert E. Bartley

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

No public comments were received at this time.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 409 Hampton Trace Lane **and** Ordinance No: 2021-059 Annexing and Incorporating 409 Hampton Trace Lane, Richland County TMS# 13616-08-07 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020.

33. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 7432 Broad River Road, Richland County TMS# 05100-04-10(p) – *Approved on first reading.*

Ordinance No: 2021-057 Annexing and Incorporating 7432 Broad River Road, Richland County TMS# 05100-04-10(p) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 – Approved on first reading.

Council District:1

Proposal: Request to annex the property and assign a land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (C-3) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.

Applicant: Robertson Family Holdings, LLC / LCE Investments, LLC



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Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

No public comments were received at this time.

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, And Zoning Map Amendment for 7432 Broad River Road **and** Ordinance No: 2021-057 Annexing and Incorporating 7432 Broad River Road, Richland County TMS# 05100-04-10(p) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020.

34. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 8025 Garners Ferry Road and 8041 Garners Ferry Road, Richland County TMS# 19100-05-04 and 19000-01-10 – *Approved on first reading.*

Ordinance No: 2021-056 Annexing and Incorporating 8025 Garners Ferry Road and 8041 Garners Ferry Road, Richland County TMS# 19100-05-04 and 19000-01-10 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 – Approved on first reading.

Council District:3

Proposal: Request to annex the property and assign a land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Single Family Residential District (RS-3) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and Economic Development Center/Corridor and zoned RU by Richland County.

Applicant: Garners Ferry Development Company / Site Management Group, LLC

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

No public comments were received at this time.



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Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 8025 Garners Ferry Road and 8041 Garners Ferry Road **and** Ordinance No.: 2021-056 Annexing and Incorporating 8025 Garners Ferry Road and 8041 Garners Ferry Road, Richland County TMS# 19100-05-04 and 19000-01-10 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020.

35. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 291 Harbison Boulevard, Lexington County TMS# 001941-01-015 – *Approved on first reading.*

Ordinance No.: 2021-055 Annexing and Incorporating 291 Harbison Boulevard, Lexington County TMS# 001941-01-015 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 – Approved on first reading.

Council District: 1

Proposal: Request to annex the property and assign a land use classification of Urban Edge Regional Activity Center (UEAC-2) and assign zoning of Planned Unit Development-Commercial District (PUD-C) at the time of annexation. The property is currently zoned PD by Lexington County.

Applicant: Branch Banking and Trust of South Carolina / Harbison MO, LLC

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

No public comments were received at this time.

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, And Zoning Map Amendment for 291 Harbison Boulevard **and** Ordinance No.: 2021-055 Annexing and Incorporating 291 Harbison Boulevard, Lexington County TMS# 001941-01-015 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020.



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36. COMPREHENSIVE PLAN – FUTURE LAND USE MAP CONFIRMATION AMENDMENT for 8.80-acre portion of S/S Old Leesburg Road; TMS# 22113-01-01(p) – *Approved on first reading.*

Ordinance No.: 2021-052 Amending the Columbia Compass: Envision 2036 Map to include 8.80-acre portion of S/S Old Leesburg Road; TMS# 22113-01-01(p); annexed by Ordinance No: 2021-044 enacted June 1, 2021 – Approved on first reading.

Council District: 4

Proposal: Request to confirm the future land use classification of Urban Edge Residential Small Lot (UER-1) following the annexation of the property. The property is currently assigned an interim future land use classification of Urban Edge Residential Small Lot (UER-1).

Applicant: Janilyn Q. Martin and Susan Q. Phelps / Canary Woods, LLC

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

Annexation, 1st Reading: 05/18/2021; Approval

2nd Reading: 05/18/2021; Approval

No public comments were received at this time.

Upon a single motion made by Mr. Rickenmann and seconded by Ms. Devine, Council voted unanimously to give first reading approval to **Item 36** Comprehensive Plan – Future Land Use Map Confirmation Amendment for 8.80-acre portion of S/S Old Leesburg Road, Ordinance No.: 2021-052 Amending the Columbia Compass: Envision 2036 Map to include 8.80-acre portion of S/S Old Leesburg Road; TMS# 22113-01-01(p); annexed by Ordinance No: 2021-044 enacted June 1, 2021, **and Item 37** Zoning Map Amendment Confirmation for 8.80-acre portion of S/S Old Leesburg Road; TMS# 22113-01-01(p).

37. ZONING MAP AMENDMENT CONFIRMATION for 8.80-acre portion of S/S Old Leesburg Road; TMS# 22113-01-01(p) – *Approved on first reading.*



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Council District: 4

Proposal: Request to confirm the zoning of Single Family Residential District (RS-3) following the annexation of the property. The property is currently assigned interim zoning of Single Family Residential District (RS-3).

Applicant: Janilyn Q. Martin and Susan Q. Phelps / Canary Woods, LLC

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

Annexation, 1st Reading: 05/18/2021; Approval

2nd Reading: 06/01/2021; Approval

No public comments were received at this time.

38. ZONING MAP AMENDMENT for 6430 Norris Street, TMS# 16505-02-05 – *Deferred*

Council District: 4

Proposal: Request to rezone the parcel from Light Industrial District (M-1) to General Residential District (RG-2).

Applicant: John Blackmon

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

Councilor McDowell asked why the item was deferred.

Councilor Duvall said I asked for the deferral because I received several emails concerning the item. I do not think the neighborhood understood and they want to have an opportunity to be heard.



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39. ZONING MAP AMENDMENT for 1135 Carter Street, TMS# 14102-04-01 – *Approved on first reading.*

Council District: 2

Proposal: Request to rezone the parcel from Single-Family Residential District (RS-2) to Planned Unit Development-Residential District (PUD-R).

Applicant: LuCinda J. Herrera, Columbia Housing Authority

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

No public comments were received at this time.

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 1135 Carter Street, TMS# 14102-04-01.

40. ZONING TEXT AMENDMENT to Amend §17-681(b)(7) and Granby Architectural Conservation District Guidelines to add 314 Heyward Street, TMS# 08816-10-11

Ordinance No: 2021-053 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 3, Landmarks and Design Protection Districts, Sec. 17-681 Districts identified, (b) Architectural conservation district (7) – Approved on first reading.

Proposal: Amend City of Columbia's Code of Ordinances §17-681(b)(7) (Districts identified) to include an additional lot due to an annexation and update the map in the Granby Architectural Conservation District Guidelines for the same reason.

Pertinent Sections: Chapter 17, Article V, Division 3, Amend §17-681(b)(7) (Districts identified); Granby Architectural Conservation District Guidelines

Applicant: Krista Hampton, Director of Planning and Development Services



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Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

No public comments were received at this time.

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No: 2021-053 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 3, Landmarks and Design Protection Districts, Sec. 17-681 Districts identified, (b) Architectural conservation district (7).

41. ZONING TEXT AMENDMENT to Revise proposed new City of Columbia Zoning Map effective August 30, 2021 in conjunction with the newly adopted Unified Development Ordinance

Ordinance No: 2021-054 Amending the Official Zoning Map for the City of Columbia, Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina – Approved on first reading.

Proposal: Revise proposed new City of Columbia Zoning Map effective August 30, 2021 in conjunction with the newly adopted Unified Development Ordinance.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

No public comments were received at this time.

Upon a motion made by Mayor Benjamin and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No: 2021-054 Amending the Official Zoning Map for the City of Columbia, Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina.



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42. ZONING TEXT AMENDMENT to Amend the text of the Unified Development Ordinance - *The public hearing was held on July 20, 2021 – First reading was deferred.*

Ordinance No: 2021-062 Amending The Unified Ordinance of the City of Columbia, South Carolina, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts, (c) OV-A: Airport Safety Overlay District and Article 4: Use Regulations, Sec. 17-4.2. Principal Uses (c) Standards for Specific Principal Uses (1) Residential Uses, b. Group Living Uses, 2. Private Dormitory, and Table 17-4.2(C)(2)A.1: Permissibility of Bulk Requirement for Wireless Communication Facilities According to Support Structure – First reading was deferred.

Proposal: Amendments to the new Chapter 17 of the Columbia Code of Ordinances entitled “Unified Development Ordinance” adopted August 20, 2019 and effective August 30, 2021 updating text related to Wireless Communication Facilities, Private Dormitories, and the Airport Height Overlay.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

No public comments were received at this time.

Councilor Rickenmann requested to defer first reading to August 17, 2021.

Council closed the Public Hearing at 4:17 p.m.

ORDINANCES - FIRST READING

43. Ordinance No.: 2021-031 Establishing the City Center Business Improvement District – *Approved on first reading.*

Councilor Devine asked what is the process if Council wants to extend the boundaries during the ten years.

Mr. Matt Kennell, President and CEO / City Center Partnership said I have to defer the legalities of that to the City Attorney but in our new improvement plan attached to the ordinance we have a



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provision that says we are open to working with the City to expand the boundaries as desired. We are open to that if it is the desire of Council during the next ten years.

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2021-031 Establishing the City Center Business Improvement District.

44. Ordinance No.: 2021-049 Granting an encroachment to the South Carolina Department of Transportation for the use of the right of way area of the 900 block of College Street for the installation and maintenance of a privacy fence enclosure, steps, walkways, access drive, and irrigation adjacent to 955 Park Street, Richland County TMS#08916-08-01 – *Approved on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2021-049 Granting an encroachment to the South Carolina Department of Transportation for the use of the right of way area of the 900 block of College Street for the installation and maintenance of a privacy fence enclosure, steps, walkways, access drive, and irrigation adjacent to 955 Park Street, Richland County TMS#08916-08-01.

45. Ordinance No.: 2021-064 Authorizing the City Manager to execute Amendment No. 7 to Amended and Restated Agreement of Sale and Purchase between the City of Columbia and Baker and Baker Real Estate Developers, LLC for the sale of Parcel "A" containing approximately 27,664 square feet (0.64 acre) and Parcel "B" containing approximately 25,444 (0.58 acre) square feet located on the eastern side of Gist Street between Laurel Street and Blanding Street and known as Richland County TMS No.: 09005-02-44 and 09005-02-23 – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2021-064 Authorizing the City Manager to execute Amendment No. 7 to Amended and Restated Agreement of Sale and Purchase between the City of Columbia and Baker and Baker Real Estate Developers, LLC for the sale of Parcel "A" containing approximately 27,664 square feet (0.64 acre) and Parcel "B" containing approximately 25,444 (0.58 acre) square feet located on the eastern side of Gist Street between Laurel Street and Blanding Street and known as Richland County TMS No.: 09005-02-44 and 09005-02-23.



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46. Ordinance No.: 2021-065 Authorizing the City Manager to execute a Fifteenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02 – *Approved on first reading.*

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2021-065 Authorizing the City Manager to execute a Fifteenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02.

RESOLUTIONS

47. Resolution No.: R-2021-071 Certifying Three (3) Building Sites as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1215 Shop Road, Richland County TMS # R11210-01-02 – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2021-071 Certifying Three (3) Building Sites as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1215 Shop Road, Richland County TMS # R11210-01-02.

48. Resolution No.: R-2021-074 Authorizing the City Manager to execute a Right-of-Entry Agreement between South Carolina Telecommunications Group Holdings, LLC d/b/a Segra and the City of Columbia for installation of telecommunications equipment within the building and along the property located at 1601 Assembly Street and identified as Richland County TMS#09014-01-02; CF#250-532 – *Approved*



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Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to approve Resolution No.: R-2021-074 Authorizing the City Manager to execute a Right-of-Entry Agreement between South Carolina Telecommunications Group Holdings, LLC d/b/a Segra and the City of Columbia for installation of telecommunications equipment within the building and along the property located at 1601 Assembly Street and identified as Richland County TMS#09014-01-02; CF#250-532.

49. Resolution No.: R-2021-076 Authorizing acceptance and dedication of streets known as a portion of Peyton Road and Garner Springs Court, located in Pennington Place, Phase 1 and the remaining portion of Peyton Road, Trice Court, and Magnolia Springs Court, located in Pennington Place, Phase 2; Richland County TMS#16411-11-01 & 02; CF#285-11 – *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2021-076 Authorizing acceptance and dedication of streets known as a portion of Peyton Road and Garner Springs Court, located in Pennington Place, Phase 1 and the remaining portion of Peyton Road, Trice Court, and Magnolia Springs Court, located in Pennington Place, Phase 2; Richland County TMS#16411-11-01 & 02; CF#285-11.

50. Resolution No.: R-2021-077 Authorizing the City Manager to execute a Second Amendment to the Spirit Communications Park Naming Rights Agreement – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2021-077 Authorizing the City Manager to execute a Second Amendment to the Spirit Communications Park Naming Rights Agreement.

EVENT RESOLUTIONS

Safety plans that adhere to the COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, have been reviewed and approved by the Columbia Police Department for each of the following events.

Upon a single motion made by Mr. Rickenmann and seconded by Mayor Benjamin, Council voted unanimously to approve **Event Resolutions Items 51** through **55**.



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51. Resolution No.: R-2021-023 Authorizing consumption of beer and wine beverages only at the SC Pride Festival 2021 on Main Street on Friday, October 22, 2021 and Saturday, October 23, 2021 – *Approved*
52. Resolution No.: R-2021-066 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for White Nights on Boyd Plaza on Thursday, August 12, 2021 (Outdoor Film Screening) – *Approved*
53. Resolution No.: R-2021-067 Authorizing consumption of beer and wine only within the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza, and Boyd Plaza at the Jam Room Music Festival on Saturday, October 16, 2021 – *Approved*
54. Resolution No.: R-2021-070 Authorizing consumption of beer and wine only at the Palmetto Peanut Boil Fundraiser in the 2900 block of Devine Street on Saturday, October 9, 2021 with a rain contingency date of Saturday, October 16, 2021 – *Approved*
55. Resolution No.: R-2021-083 Authorizing consumption of beer and wine only at the Tunnel to Towers 5K Walk/Run for Injured Military and First Responders in the 1000 block of Lincoln Street between Senate Street and Pendleton Street on Friday, September 10, 2021 – *Approved*

PUBLIC INPUT ON CLOSING OF STREET

Council opened the Public Input period at 4:27 p.m.

56. Resolution No.: R-2021-075 Public Input on Closing of a portion of Benson Road between Garners Ferry Road and Burdell Drive – *Received as information. No action was taken.*

No public comments were received at this time.

Council closed the Public Input period at 4:27 p.m.



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APPOINTMENTS

57. Climate Protection Action Committee – *Deferred*

58. Columbia Prepares Advisory Committee – *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mayor Benjamin, Council voted unanimously to appoint Ann Roberson to the Columbia Prepares Advisory Committee for a two-year term.

59. Food Policy Committee – *Approved*

Upon a motion made by Ms. Devine and seconded by Mayor Benjamin, Council voted unanimously to reappoint Ashley Paige and Tracy Dixon to the Food Policy Committee for a two-year term. The remaining appointments were deferred.

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

Ms. Teresa Wilson, City Manager said I asked Mr. McDowell to discuss his request to have a position for a health officer in the City. I think it is worthy of some real assessment by Human Resources professionals and myself.

Councilor McDowell said for the last 15 months we have endured a pandemic. There are pandemics that are not being articulated. There is a diabetes pandemic and other health issues that could also fall into that category. The 29203 zip code has experienced the highest number of amputees statewide. This is personal to me because I am an amputee. There are persons who have been stricken with this disease who are sitting in a wheelchair or walker and the resources are not there to help them experience the miracle of walking. This is a health issue affecting our City, especially in 29203. I work with persons who are amputees and I see their daily struggles. This position will give us the opportunity to provide necessary resources to help persons in crisis. This will give us an opportunity to expand our scope and help people adjust to these calamities by having an advocate in the City. Not just amputees but persons with cancer, diabetes, and other health issues.



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60. Council is asked to refer a thorough review of the Amplify Columbia recommendations, One Columbia for Arts and History suggestions, the various models for an ongoing Local Arts Agency structure and cultural policy and how to incorporate that into the Hospitality Tax process to the Arts and Historic Preservation Committee, as requested by The Honorable Howard E. Duvall. – *Approved*

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to approve the referral of a thorough review of the Amplify Columbia recommendations, One Columbia for Arts and History suggestions, the various models for an ongoing Local Arts Agency structure and cultural policy, and how to incorporate that into the Hospitality Tax process to the Arts and Historic Preservation Committee, as requested by The Honorable Howard E. Duvall.

61. Council is asked to refer a thorough review of the City's Remote Meeting Attendance Policy to the Administrative Policy Committee, as requested by The Honorable Tameika Isaac Devine. – *Approved*

Upon a motion made by Ms. Devine and seconded by Mayor Benjamin, Council voted unanimously to approve the referral of a thorough review of the City's Remote Meeting Attendance Policy to the Administrative Policy Committee, as requested by The Honorable Tameika Isaac Devine.

Councilor Devine said the Environment and Infrastructure Committee met this morning. We had a presentation by our Climate Protection Action Committee. They shared with us the consultant's *Ready for 100* report, a pledge the City made to be energy efficient by 2036. They provided some recommendations that we will pass along to Council. They will be working with staff on an ordinance to bring forward to Council, as well as metrics that we can review quarterly. CPAC is moving very expeditiously to identify opportunities for us to meet our energy efficiency goals.

PUBLIC INPUT

No comments were received at this time.



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EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to enter into Executive Session at 4:50 p.m. for the discussion of **Items 62 and 63.**

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

COVID-19

*Closing a portion of Benson Road between Garners Ferry Road and Burdell Drive
Michigan Street Parking*

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

Convention Center

Columbia-Richland 911 Communications

Five Points Parking

Canal Recovery Efforts

ADJOURNMENT

The meeting was adjourned at 6:38 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC

City Clerk

Mayor Steve Benjamin Welcomes 2021 Summer Mayor's Fellows

The Mayor's Fellows program, launched by Mayor Benjamin during his term in office, is open to undergraduate, graduate, and professional students. Over 300 students have participated in the program to date, and have been provided the opportunity to learn about and engage in municipal government.

Students that are interested in applying can access the program online at <http://www.columbiasc.net/mayor/get-involved/mayors-fellows> for more information.

The Summer 2021 Mayor's Fellows are:



Haley Kathryn Capps (Myrtle Beach, SC) is a junior English and Political Science major with a minor in Journalism at the University of South Carolina Honors College. After graduation, she plans to volunteer with AmeriCorps before attending law school, and from there she hopes to become an attorney focusing on immigration and civil rights. On campus, she works as a news writer for the Daily Gamecock. As part of the Mayor's Fellow program, she is excited to learn more about municipal government, policy implementation, and economic development initiatives. In her free time, she enjoys cooking, yoga, and reading.



Stephanie Daniel (Columbia, SC) is a rising senior Political Science and Spanish double major at the University of South Carolina. Currently, she is involved with the Opportunity Scholars Program, serves as a Senior Peer Mentor with the National Fellowships and Scholar Programs, and is a member of Omicron Delta Kappa. She is passionate about public policy and advocating for immigrants across South Carolina and the entire country. Stephanie is honored to be a Mayor's Fellow and looks forward to learning how local government can help uplift marginalized communities through various initiatives. In her free time, she enjoys traveling, reading, and meeting new people.

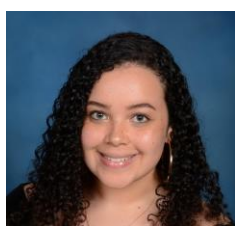


Brianna Drayton (Columbia, SC) is a junior in the Wall College of Business at Coastal Carolina University. She is pursuing a Bachelor of Science degree in Management and Marketing double major with a Public Health and Sociology minor. While in college, she plans to be affiliated with various clubs and organizations offering different leadership roles. After college, she plans to serve in the AmeriCorps for one full term. After completion of the AmeriCorps program, she plans to complete her Master's degree dually in Business Administration/Public Health at the University of Georgia. Brianna

sees the Mayor's Fellows program as a way to learn more about government and how it works. Brianna enjoys spending her free time volunteering in her community, playing basketball, and spending time with her family and friends.



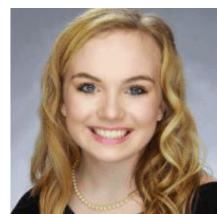
Alice Hart (Arlington, VA) is a senior philosophy and English major at the University of South Carolina. After graduation she would like to go to law school and start a career in family law. Alice has been involved in the club sailing team and sports club executive board all three years at USC, and looks forward to learning how the local government helps Columbia residents. In her free time, she can be found sailing, hiking or spending time with her friends.



Hannah Hedley (Columbia, SC) is a rising sophomore at Princeton University, where she studies in the School of Public and International Affairs, with intended certificates in American Studies and History & the Practice of Diplomacy. After college, she plans to attend law school and hopes to be a lawyer for the Department of Justice or in the JAG Corps. She is honored to be a part of the Mayor's Fellows program, and she is looking forward to learning more about municipal government and serving the people of Columbia.



Andrea Kimpson (Columbia, SC) is a junior International Studies and Economics double major at the College of Charleston. She is also working toward a concentration in Latin America and the Caribbean and a minor in Political Science. After College, she hopes to pursue a career in public policy and work in numerous areas such as education, health, and economic development. As a Fellow, Andrea hopes to learn more about local government and assist with the variety of projects concerning community development and revitalization. In her free time, Andrea enjoys reading and listening to music.



Grace Tippett (Wilmington, NC) is a junior at the University of South Carolina with a major in Journalism and a double minor in Political Science and Retailing. After graduation she plans to attend law school and go on to work in the law department of a media outlet. Grace currently serves on the executive board for Gamma Phi Beta Sorority as Membership Vice President and works as a News Writer for the Daily Gamecock. She also works as a part-time sales associate at locally owned, small business SLATE on Devine. She looks forward to learning about and taking part in the many different initiatives in Mayor Benjamin's office. She is honored for the opportunity to positively impact the Columbia community through the Mayor's Fellows program. In her free time, she enjoys engaging in community service, shopping, traveling, and spending time with family and friends.



City of Columbia

South Carolina

To: Legal Review

From: Whanna Bouknight, Governmental Affairs Administrator

Subject: Lobbying Contract Agreement - Kyle Michel Law Firm, LLC

Date: July 20, 2021

RE: Agreement starting – July 1, 2021 – June 30, 2022

Attached please find (Contract Agreement)

This is submitted (check only one)

☐ (1) Information

☒ (2) Review and Approval

☐ (3) Other (specify reason/action requested)

If the attached is a draft contract, RFP or RFQ, I verify that I have reviewed the document and am satisfied with the business terms set forth therein, or have concerns with the terms, which I have noted. I have corrected all spelling and grammar errors.

The attached requires an (ordinance/resolution) in which we are requesting, please sent to the City Clerk for placement on Council's (8.3.21) agenda. By copy of this memo, we are advising the City Clerk of this request.

Please let me have your response at the suitable time.

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: _____

WITNESSES AS TO CONTRACTOR: CONTRACTOR

BY: _____

TITLE: _____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 7/27/2021

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

Scope of Services

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

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

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

Contractor will work at the direction of the City Manager. Contractor will conference with the City Manager and staff on a regular basis to report on the status of Contractor's work and to discuss action items for Contractor and the City. 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 the registration and reporting process for itself and the City. The City will approve all reports filed by Contractor on its behalf at the Ethics Commission.

Time of Performance

This Agreement covers work performed by Contractor for the City between July 1, 2021 and June 30, 2022.

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

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

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

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

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

1. EngenuitySC

Other clients of Contractor are:

1. Pearson Education
2. Cypress Creek Renewables
3. MetroConnects
4. Benedict College



City of Columbia

South Carolina

To: Legal Review
 From: Whanna Bouknight, Governmental Affairs Administrator
 Subject: Lobbying Contract Agreement – Fellowship Strategies, LLC
 Date: July 20, 2021
 RE: Agreement starting – July 1, 2021 – June 30, 2022

Attached please find (Contract Agreement)

This is submitted (check only one)

☐ (1) Information

☒ (2) Review and Approval

☐ (3) Other (specify reason/action requested)

If the attached is a draft contract, RFP or RFQ, I verify that I have reviewed the document and am satisfied with the business terms set forth therein, or have concerns with the terms, which I have noted. I have corrected all spelling and grammar errors.

The attached requires an (ordinance/resolution) in which we are requesting, please sent to the City Clerk for placement on Council's (8.3.21) agenda. By copy of this memo, we are advising the City Clerk of this request.

Please let me have your response at the suitable time.

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 Fellowship Strategies, 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: _____
Its: _____
Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
7/27/2021

WITNESSES AS TO CONTRACTOR:

CONTRACTOR-FELLOWSHIP STRATEGIES, LLC

BY: _____
Name: ED GIVENS
Its: _____
Date: _____

FEDERAL ID NO:

**Contract for Professional Services
Between the City of Columbia
And
FELLOWSHIP STRATEGIES, L.L.C.
PO Box 11013
Columbia, SC 29211
Appendix A**

**Scope of Services
City of Columbia Legislative Goals**

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

Fellowship Strategies (Fellowship) is pleased to offer this correspondence in support of lobbying services for the City of Columbia. Fellowship understands that major legislative goals for city are advocating for:

1. Fellowship will provide quality strategy development and planning for the City of Columbia;
2. Fellowship will lobby the South Carolina House of Representatives and the Senate on behalf of any bill that the City of Columbia has an interest in;
3. Fellowship will provide support, analysis and key intelligence to the City of Columbia;
4. Fellowship will continue to track Hate Crime Legislation;
5. Fellowship will continue to advocate for state appropriations for key projects for the City of Columbia including but not limited to: Abandon Building Tax Credits, Property Tax Reform, Convention Center Funding, Canal Building, Vista Greenway, COVID-19 relief funding, rehiring retired Public Safety Officers;
6. Fellowship will facilitate meeting with key legislative leaders;
7. Fellowship will continue to engage in all municipal matters whether legislative or regulatory on behalf of the City of Columbia.

My approach to successful lobbying on behalf of clients is utilizing my strong personal relationships with both Democratic and Republican leadership to engage in direct lobbying. Also, I have developed relationships with key staffers that enable me to get important objectives done. Fellowship has built a network of key allies in the South Carolina General Assembly on both sides of the political aisle that will be the apparatus for achieving our objectives.

In Closing, the below list will comprise outcome deliverables:

1. Fellowship will provide quality strategy development and planning for the City of Columbia;
2. Fellowship will lobby the South Carolina House of Representatives and the Senate on behalf of the City of Columbia;
3. Fellowship will provide support, analysis and key intelligence to City of Columbia;
4. Fellowship will facilitate meeting with key legislative Members and staff.

Strategic Planning

- Develop plans and strategy for the City of Columbia achieving its objectives.
- Segmentation and positioning strategies.
- Develop targeting, positioning, and benefit strategies
- Competitive intelligence and analysis.

Fellowship will assist City of Columbia specific initiatives under direction of management, including but not limited to making key contacts with state officials.

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

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

Time of Performance

This Agreement covers work performed by Contractor for the City between July 1, 2021 and June 30, 2022

**Contract for Professional Services
Between the City of Columbia
And
FELLOWSHIP STRATEGIES, L.L.C.
PO Box 11013
Columbia, SC 29211
Appendix B**

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

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

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

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

K-12 Inc.

Erskine institute

SC Association of Justice

Southern Company

JES Holdings

SC Assoc. of Nurse Anesthetist

Marijuana Policy Project

Allen University



City of Columbia

South Carolina

To: Legal Review

From: Whanna Bouknight, Governmental Affairs Administrator

Subject: Lobbying Contract Agreement – CapitalEdge Strategies, LLC

Date: July 20, 2021

RE: Agreement starting – July 1, 2021 – June 30, 2022

Attached please find (Contract Agreement)

This is submitted (check only one)

☐ (1) Information

☒ (2) Review and Approval

☐ (3) Other (specify reason/action requested)

If the attached is a draft contract, RFP or RFQ, I verify that I have reviewed the document and am satisfied with the business terms set forth therein, or have concerns with the terms, which I have noted. I have corrected all spelling and grammar errors.

The attached requires an (ordinance/resolution) in which we are requesting, please sent to the City Clerk for placement on Council's (8.3.21) agenda. By copy of this memo, we are advising the City Clerk of this request.

Please let me have your response at the suitable time.

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

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

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: \$78,750.00; Payable in monthly installments of \$6,562.50.00 thru June 30, 2022, plus reimbursable expenses not to exceed \$5,000.00.
- C. Final payment will be made as follows: The last payment will be made during the month of June 2022 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.

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: _____
Teresa Wilson
Its: City Manager
Date: _____

WITNESSES AS TO CONTRACTOR:

Federal ID NO.: 27-0248027

CAPITALEDGE STRATEGIES, LLC (CONTRACTOR)

By: _____
Ralph Garboushian
Its: Managing Member
Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC
7/27/2021

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, 2021 to June 30, 2022 as outlined below and will be compensated according to the payment schedule below. Total compensation will not exceed \$78,750.00 for 12 months plus reimbursable expenses not to exceed \$5,000.00. Total contract cost shall not exceed \$83,750.00.

Scope of Services

- A. Professional will organize and operate a Washington office for the City and will operate as the City's Washington Assistant under the supervision of the City Manager. In this capacity the Professional will undertake the following tasks on an ongoing basis:
 - 1. Operate a unit to act as a Washington Office for the City. Professional will be responsible for obtaining and furnishing requisite staff, office space, utilities, furnishings, and equipment, secretarial services, common-use office supplies and services, and general administrative support;
 - 2. Confer with the City Manager and such other personnel as the City Manager may designate at the times and places mutually agreed to by the City Manager on all organizational planning and program activities which have a bearing on the ability of the City to make the best use of federal aid programs, and act as a Washington Assistant to the City of Columbia;
 - 3. Review federal executive proposals; legislation under consideration, proposed and adopted administrative rules and regulations and other Washington developments for the purpose of advising the City on her initiative of those items which may have a bearing on City policy or programs;
 - 4. Advise and consult on behalf of the City with the White House and the following federal agencies or departments, Commerce, SBA, Treasury, HUD, DOD, Labor, HHS, OMB, DOT, EPA, Interior, Justice, DOE and such other agencies, departments and commissions as may be necessary to the performance of full Washington service to the City Manager and the City. Additionally, the Professional will act as a liaison with the U.S. Conference of Mayors

and the National League of Cities, and will furnish legislative and administrative analyses of issues involving any and all of the above enumerated agencies and departments;

5. Secure and furnish such detailed information as may be available on federal programs in which the City indicates an interest;
- B. The City of Columbia and the Professional concur that the following exclusions shall apply to this Agreement. The Professional:
 1. Will not represent commercial or industrial establishments of the City in pursuit of federal business;
 2. Will not, by virtue of this Agreement, represent other local government agencies in Columbia except those which are instrumentalities or agencies of the City of Columbia;
 3. Will not perform any legal, engineering, accounting or other similar professional service;
 4. Will not directly or indirectly participate in or intervene in any local political campaign on behalf of or in opposition to any local candidate for public office in the City.

Note: The cost of service will be \$78,750.00 for twelve months payable in advance in equal monthly installments of \$6,526.50 commencing July 1, 2021, or upon City Council approval of this contract, whichever is later. In addition, a maximum of \$5,000.00 is allowed for reimbursable expenses incurred.

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 2019 – 2020 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, 2021, and subsequent payments will be due October 1, 2021, January 1, 2022, and April 1, 2022.

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.

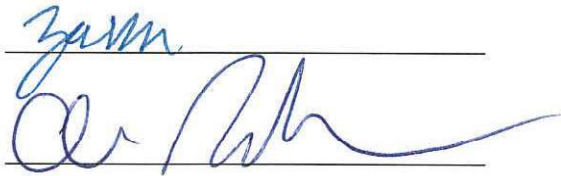
RENEWAL: To remain in effect this agreement must be renewed by the parties annually. Renewal must be accomplished by May 1st each year so that the parties may make other arrangements for services and personnel in time for the new fiscal year which begins July 1st.

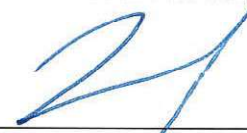
TERMINATION: This agreement will terminate if it is not renewed by the last date of the term of the agreement. Additionally, either party may terminate this agreement by providing 90 days written notice of termination to the other party.

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: 7/16/21

 Teresa B. Wilson
 City Manager
 City of Columbia

Date: _____

APPROVED AS TO FORM

T. A. Knox

Legal Department City of Columbia, SC

7/19/2021

Hansen Banner, LLC
350 Fifth Avenue
Suite 6440
New York NY 10118

R 210983

Quote	QT000037
Date	5/26/2021
Page	1

Bill To:

City of Columbia
1401 Main St FL 10
Columbia SC 29201

Ship To:

City of Columbia
1401 Main St FL 10
Columbia SC 29201

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	COL001			Net 30	0/0/0000	1,775
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1.00	MICROFOCUS	Microfocus Annual Maintenance July 1, 2021 to June 30, 2022	Each	\$0.00	\$16,936.23	\$16,936.23
1.00	BANNER CIS	Bannner CIS Maintenance Annual Maintenance - 150,000 Licenses July 1, 2021 to June 30, 2022	Each	\$0.00	\$110,535.68	\$110,535.68

Account Manager - Laura Elwell

Subtotal	\$127,471.91
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$127,471.91



R211200

Invoice

12.a

Invoice No (1 of 1)
317693

Date
5/13/2021

Page
1 of 5

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Columbia Police, SC
Frieda Bates
1 Justice Square
Columbia SC 29201-3165
United States

Ship To
Columbia Police, SC
Frieda Bates
1 Justice Square
Columbia SC 29201-3165
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15750	Columbia Police, SC		USD	Net 30	6/30/2021

Description	Units	Rate	Extended
Contract No. Q-46764			
1 RMS Workstation Software Annual Maintenance Fee - Annual Maintenance Fee RMS Workstation Software Annual Maintenance Fee - Vision RMS Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$29,104.27	\$29,104.27
2 RMS Workstation Software Annual Maintenance Fee - Annual Maintenance Fee RMS Workstation Software Annual Maintenance Fee - Vision RMS Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,825.33	\$1,825.33
3 RMS Workstation Software Annual Maintenance Fee - Annual Maintenance Fee RMS Workstation Software Annual Maintenance Fee - Vision RMS Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$4,386.90	\$4,386.90
4 Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Mobile CAD Interface Annual Maintenance Fee - Vision Mobile Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$96,701.06	\$96,701.06
5 Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Mobile CAD Interface Annual Maintenance Fee - Vision Mobile Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,808.63	\$1,808.63
6 Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Mobile CAD Interface Annual Maintenance Fee - Vision Mobile Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$164.42	\$164.42
7 Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Mobile CAD Interface Annual Maintenance Fee - Vision Mobile Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$219.22	\$219.22



Invoice

Invoice No (1 of 1)
317693

Date
5/13/2021

Page
2 of 5

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

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Columbia Police, SC
Frieda Bates
1 Justice Square
Columbia SC 29201-3165
United States

Ship To
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Frieda Bates
1 Justice Square
Columbia SC 29201-3165
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15750	Columbia Police, SC		USD	Net 30	6/30/2021

	Description	Units	Rate	Extended
8	Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Mobile CAD Interface Annual Maintenance Fee - Vision Mobile Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,086.36	\$1,086.36
9	Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Mobile CAD Interface Annual Maintenance Fee - Vision Mobile Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,487.07	\$1,487.07
10	Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Mobile CAD Interface Annual Maintenance Fee - Vision Mobile Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,918.26	\$1,918.26
11	Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Mobile CAD Interface Annual Maintenance Fee - Vision Mobile Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$109.60	\$109.60
12	Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Mobile CAD Interface Annual Maintenance Fee - Vision Mobile Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,205.76	\$1,205.76
13	Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Mobile CAD Interface Annual Maintenance Fee - Vision Mobile Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$8,820.03	\$8,820.03
14	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee Enterprise CAD Integrated Solution Annual Maintenance Fee - VisionMobile AVL Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$7,857.52	\$7,857.52
15	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee Enterprise CAD Integrated Solution Annual Maintenance Fee - VisionMobile AVL Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$714.33	\$714.33


CENTRAL SQUARE
 TECHNOLOGIES

Invoice

 Invoice No (1 of 1)
 317693

 Date
 5/13/2021

 Page
 3 of 5

 Trittech Software Systems, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
 Columbia Police, SC
 Frieda Bates
 1 Justice Square
 Columbia SC 29201-3165
 United States

Ship To
 Columbia Police, SC
 Frieda Bates
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 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15750	Columbia Police, SC		USD	Net 30	6/30/2021

	Description	Units	Rate	Extended
16	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee Enterprise CAD Integrated Solution Annual Maintenance Fee - VisionMobile AVL Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$11,786.25	\$11,786.25
17	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee Enterprise CAD Integrated Solution Annual Maintenance Fee - VisionMobile AVL Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,074.42	\$1,074.42
18	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee Enterprise CAD Integrated Solution Annual Maintenance Fee - VisionMobile AVL Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,428.64	\$1,428.64
19	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee Enterprise CAD Integrated Solution Annual Maintenance Fee - VisionMobile AVL Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$7,496.69	\$7,496.69
20	Inform FBR Server Software Annual Maintenance Fee - Annual Maintenance Fee Enterprise FBR Server Software Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$8,153.10	\$8,153.10
21	Inform FBR User Annual Maintenance Fee - Annual Maintenance Fee Enterprise FBR User Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$4,298.45	\$4,298.45
22	Inform FBR Server Software Annual Maintenance Fee - Annual Maintenance Fee Enterprise FBR User Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$4,141.16	\$4,141.16



Invoice

Invoice No (1 of 1)
317693

Date
5/13/2021

Page
4 of 5

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

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Columbia Police, SC
Frieda Bates
1 Justice Square
Columbia SC 29201-3165
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United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15750	Columbia Police, SC		USD	Net 30	6/30/2021

	Description	Units	Rate	Extended
23	Inform FBR User Annual Maintenance Fee - Annual Maintenance Fee Enterprise FBR User Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$390.78	\$390.78
24	Inform FBR User Annual Maintenance Fee - Annual Maintenance Fee Enterprise FBR User Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$781.53	\$781.53
25	Inform RMS State Publisher Annual Maintenance Fee - Annual Maintenance Fee Enterprise RMS State Publisher Annual Maintenance Fee - Vision RMS to SCIEX Repository Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,209.25	\$1,209.25
26	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee Enterprise CAD Integrated Solution Annual Maintenance Fee - Remote Support Connectivity Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$427.98	\$427.98
27	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee Enterprise CAD Integrated Solution Annual Maintenance Fee - VisionMobile AVL Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$4,839.49	\$4,839.49
28	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee Enterprise CAD Integrated Solution Annual Maintenance Fee - VisionMobile AVL Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$678.47	\$678.47
29	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee Enterprise CAD Integrated Solution Annual Maintenance Fee - VisionMobile AVL Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$678.47	\$678.47


CENTRAL SQUARE
 TECHNOLOGIES

Invoice
Invoice No (1 of 1)
 317693

Date
 5/13/2021

Page
 5 of 5

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 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15750	Columbia Police, SC		USD	Net 30	6/30/2021

Please include invoice number(s) on your remittance advice,
 made payable to Trittech Software Systems

ACH:
 Routing Number 121000358
 Account Number 1416612641
 E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
 12709 Collection Center Drive
 Chicago, IL 60693

Subtotal \$204,793.44

Tax \$11,906.94

Invoice Total \$216,700.38

Payments Applied \$0.00

Balance Due \$216,700.38



PROCUREMENT SERVICES

Contract 4400013556

[Back to Initial Screen](#)

Validity Start 07/01/2016

Validity End 06/30/2023

Target Value \$ 10,000,000.00

Bid Invitation

Contract Notes

Vendor 7000007297

Vendor Address MOTOROLA COMMUNICATIONS & ELEC
1460 MONROE HWY
LANCASTER SC 29720

District LANCASTER

Telephone (803) 847-0657

Minority Status Not Applicable

E-mail

Fax Number

Vendor Contacts

2 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
HUNTER, KAITLYN	Primary Contact	(803) 847-0657	kaitlyn.hunter@motorolasolutions.com
LYNCH, WAYNE	AREA SALES MANAGER	(803) 730-9092	wayne.lynch@motorolasolutions.com

Contract Items

One Item found.

Item Pricing	
00010	Palmetto 800 MHZ User Fees
Material Group: 72518 - emergency radio/telephone systems (911 dispatch, etc.) including accessories	
Agency: Statewide	

[Back to Initial Screen](#)

CONTRACT

City of Columbia, South Carolina

WM4435 (MPP)

New 6" Water Main Construction along Broadmore Street & Kistler Avenue

BID028-20-21-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Lake Murray Utility Company, Inc.**, with legal address and principal place of business at **P.O. Box 1089, Chapin, SC 29036**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by the **City of Columbia**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **sixty (60)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work contemplated. There shall 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 at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **One Hundred Sixty-Five Thousand Nine Hundred Sixty Dollars and Zero Cents (\$165,960.00)**. This contract also provides for an additional contingency in the amount of **Thirty-Three Thousand One Hundred Ninety-Two Dollars and Zero Cents (\$33,192.00)** 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). They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete as determined for both periods of substantial completion and final completion.

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.

ARTICLE 8. ASSURANCE

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

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

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials and Construction", Part 18 "Specifications for Roadway Improvements, Materials and Construction", Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Permits.

9.2.13 Drawings, numbered 1 through 6, inclusive and dated 3/2/2021.

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

9.2.16 The Mentor Protégé Program (MPP) Guidelines and the Mentor Protégé Program (MPP) Implementation Plan.

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 bidder's expense. 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.

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

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

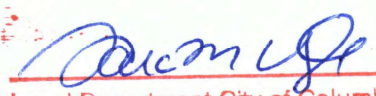
Address for giving notices:

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

Grajales, Leydi Y

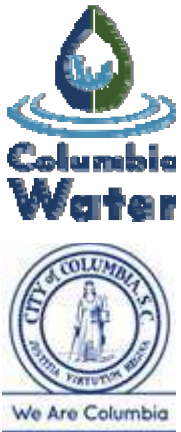
From: Glover, Erica D
Sent: Friday, May 28, 2021 10:53 AM
To: Grice, Latisha A
Cc: Nelly, Juliet M; Germany, Latonya B; Bolling, Andrea R
Subject: RE: Bid Analysis - BID028-20-21-LAG - New 6" Water Main Construction along Broadmore Street & Kistler Avenue (WM4435) MPP

Letter of Recommendation:

After reviewing the bid analysis for WM4435 New 6" Water Main Construction along Broadmore St. and Kistler Ave., the apparent lowest bidder is Lake Murray Utility, Inc. at \$165,960.00. It is recommended that the City Council accept the proposed bid and a 20% contingency for a total cost of \$199,152.00.

Please let me know if you have any questions or need additional information.

Sincerely,



Erica Glover
Civil Engineer Specialist

Columbia Water
 Department of Engineering

PO Box 147 | Columbia, SC 29217

Erica.Glover@ColumbiaSC.gov

Phone: (803) 545-3288

Cell: (803) 626-8552

ColumbiaSCWater.Net

ColumbiaSC.Net

From: Grice, Latisha A
Sent: Wednesday, May 26, 2021 12:14 PM
To: Glover, Erica D <Erica.Glover@columbiasc.gov>
Cc: Nelly, Juliet M <Juliet.Nelly@columbiasc.gov>; Germany, Latonya B <Latonya.Germany@columbiasc.gov>
Subject: Bid Analysis - BID028-20-21-LAG - New 6" Water Main Construction along Broadmore Street & Kistler Avenue (WM4435) MPP

Greetings,

To: Compliance: Please see the attached documents for Bid028-20-21-LAG for project compliance evaluation.

To: Project Manager: Please review Bid Analysis and submit a Letter of Recommendation of contractor for Council Agenda Approval. Please include the contractor's base amount, contingency and total.

Thank you in advance. Have A Wonderful Day!

--Latisha



Latisha A. Grice, MPA
 Bid Coordinator
 Department of Procurement and Contracts
 1800 Main Street 2nd F., Columbia, SC 29201
 Office: 803-545-3469
 Fax: 803-758-1013

latisha.grice@columbiasc.gov

www.columbiasc.gov

Not everything that is faced can be changed, but nothing can be changed until it is faced.

-- *James Baldwin*



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Program Compliance Administrator
FROM: Latisha A. Grice, Bid Coordinator
Department of Procurement and Contracts
DATE: May 26, 2021

SUBJECT: PROJECT: BID008-20-21-LAG – New 6” Water Main Construction along Broadmore Street & Kistler Avenue (WM4435) MPP

Bids for this project were opened publicly at 10:00 a.m., May 26, 2021 by COC Procurement & Contracts via TeleCom Services.

Bids submitted for the referenced project were in participation with the Mentor Protégé Program (MPP). The apparent responsive low bidder is **Lake Murray Utility Company, Inc. of Chapin SC at \$165,960.00.**

Please review for Mentor Protégé Program compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved: Juliet M. Nelly
Juliet Nelly, Compliance Administrator

DATE: 6/2/2021

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE #	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Fortiline 221 Laurel St. Lexington, SC 29073		materials pipe	\$40,000. ⁰⁰	24.10 %		
Capital Concrete P.O. Box 2494 Lexington, SC 29071		Concrete flowable fill	\$15,000. ⁰⁰	9.04 %		
Sloan Construction Duncan, SC 29334		Asphalt	\$2,500. ⁰⁰	1.51 %		
J.W. Brown Const. 207 Garden Gate Way Lexington, SC 29172		Sub- Contractor Protege	\$33,192. ⁰⁰	20 %		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 90,692.00

TOTAL CONTRACT AMOUNT: \$ 165,960.00

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

Business Name: Lake Murray Utility Company, Inc.

Representative Name/Title: Cheryl Gootee / office manager

Date: 5-26-2021



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 5-26-2021 Project Number: WM4435
Mentor: Lake Murray Utility Company, Inc. Project Name: New 6" Water Main Broadmore
Protégé: J. W. Brown Construction, LLC Duration of the Project: 60 days
Project Contract Amount: \$165,960.00 Protégé Amount: \$33,192.00

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

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

We will subcontract a minimum of 20% to J.W. Brown Construction giving them specific sections for them to complete working along side of Lake Murray Utility.

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

Jennings Parker and John Brown will coordinate day to day work, ordering materials, clean up and safety control. If we get this project it will allow J.W. Brown to increase revenue and keep current staff working. If we get the project it will be our first one together as a team under this program.

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

Jennings and John will meet weekly to discuss weekly project goals and maintaining safety issues and scheduling. We want them to increase revenue and profitability.



CITY OF COLUMBIA

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Phone: 803-545-3049 Fax: 803-545-4130

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

Mentor:

Lake Murray Utility will handle the bonding for the project. We will use our crew and our equipment.

Protégé:

John Brown is their supervisor. They will use their own equipment and ours when needed.

Subcontractors:

Special Arrangements:

We have one other supervisor on site, James Wingard, who can oversee if Jennings is not there.

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

a. Description of Mentor's responsibilities:

overall project management, insurance, billing, calling in locates, water line installation, ordering materials, addressing and safety issues, clean up, traffic control

b. Description of Protégé's responsibilities on project:

reporting any problems to Jennings, completing their assigned sections of the project while maintaining safety goals including not hitting lines, proper clean up, and traffic control.

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

keeping up with weekly completion goals, daily work site safety, clean up and meeting city inspectors concerning quantities and communicating any issues or problems to Jennings

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

This project will take 60 days and we will work alongside each other from start to finish unless we have to pull off on another job.



CITY OF COLUMBIA

**Department of Utilities and Engineering
Compliance Division**

P.O. Box 147 | Columbia, South Carolina 29217

Phone: 803-545-3049 Fax: 803-545-4130

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

Lake Murray Utility will mentor J.W. Brown in the whole project allowing them to do their 20% of the project and maybe even more. We will be there to advise and help with any problems that may come up. We will also pay our protege in the given time frame after we are paid.

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

To order all materials and move equipment in that is needed for the project. To work consistently together to complete all work in a timely manner and approval of the City.

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

Jennings and John routinely talk on a daily basis. They will discuss any problems and meeting weekly completion goals.

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

We do billing at the end of the month after meeting with the city inspectors and any outside engineer. When we are paid by the city we will cut the protege a check the next day for their portion of the work.



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Compliance Division
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Phone: 803-545-3049 Fax: 803-545-4130

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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Fortiline, Inc.	803-359-7213	221 Laurel Street Lexington, SC 29073	Mentor	\$40,000		24.10%
Capital Concrete	803-808-0825	P.O. Box 2494 Lexington, SC 29071	Mentor	\$15,000		9.04%
Sloan Construction	864-968-2250	Duncan, SC 29334	Mentor	\$2,500		1.51%

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

Protégé Contract Value: \$33,192.00
Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)



CITY OF COLUMBIA

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

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Lake Murray Utility (Mentor Firm) this 26th day of May, 2021.
Corporate SEAL

By: *R. Dennis Parker*
Title: President

ATTEST:
By: *Cheryl K. Moore*
Title: Office Manager

EXECUTED by J.W. Brown Const. (Protégé Firm) this 26th day of May, 2021.
Corporate SEAL

By: *John W. Brown*
Title: President

ATTEST:
By: *Cheryl K. Moore*
Title: Office Manager

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance on this 2
day of June, 2021.

By: *Latonya B. Germany*
Title: Program Compliance Specialist

Event Number	BID028-20-21-LAG	Organization	City of Columbia, SC
Event Title	New 6" Water Main Construction along Bro	Workgroup	Purchasing
Event Description	All City of Columbia Procurement Contract	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	5/3/2021 10:31:34 AM (ET)	Phone	
Close Date	5/26/2021 10:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Lake Murray Utility Company, Ir Chapin	SC	SC	5/26/2021 09:15:39 AM (ET)	1	\$165,960.00
Shady Grove Construction, LLC Irmo	SC	SC	5/26/2021 08:39:38 AM (ET)	1	\$192,208.74
Stutts & Williams, LLC Lexington	SC	SC	5/26/2021 09:42:38 AM (ET)	1	\$193,171.00
Carolina Tap & Bore, Inc. West Columbia	SC	SC	5/25/2021 05:41:55 PM (ET)	1	\$217,100.00
LAD Construction, LLC Swansea	SC	SC	5/26/2021 08:24:10 AM (ET)	1	\$268,210.00

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

Contract Amendment #6

WM4374 Columbia Canal Head Gates Repair Engineering Services
DR4241
Kleinschmidt Associates

June 24, 2021

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Kleinschmidt Associates (Engineer) dated September 6, 2016 (Agreement) to extend the contract from September 30, 2021 to September 29, 2025, and increase funding based upon the proposal for Phases 3 & 4 for the rehabilitation of canal headworks attached hereto.

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

Proposed Change and Basis for Payment:

Original Contract Amount: (Term September 30, 2016 to September 29, 2019; Purchase Order P160961)	\$957,112.00
Amendment #1 (No Cost; Administrative Edits)	\$0.00
Amendment #2 (No Cost; Administrative Edits)	\$0.00
Amendment #3 (No Cost; Adds Contractor Proposal and Special Provisions to the Contract)	\$0.00
Amendment #4 (No Cost; Amend Term to 5 Years; Term September 30, 2016 to September 29, 2021)	\$0.00
Amendment #5 (No Cost; Change to Scope for Additional Engineering Services)	\$0.00
Current Contract Amount	\$957,112.00
This Change Amendment #6 (Funding Increase[(Not Federally Funded); Proposal for Phases 3 & 4; Purchase Order P162726])	\$891,250.00
Revised Contract Amount	\$1,848,362.00

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

Kleinschmidt Associates

City of Columbia

Office of the City Manager

Print Name

Teresa Wilson, City Manager

Signature

Signature

Date

Date

PROPOSAL FOR ENGINEERING SERVICES DR4241 COLUMBIA CANAL

PHASE 3 & 4, REHABILITATION OF
CANAL HEADWORKS

FINAL DESIGN AND
CONSTRUCTION OBSERVATION

COLUMBIA HYDROELECTRIC PROJECT
FERC No. P-1895
(NATDAM NO. SC01064)
(KLEINSCHMIDT JOB: 3944006.02)

Prepared for:

City of Columbia
Columbia, South Carolina

Prepared by:

Kleinschmidt Associates

April 12, 2021

Kleinschmidt

1.0 INTRODUCTION

Kleinschmidt Associates (Kleinschmidt) submits this proposal per your request to provide a general scope of work and estimate of engineering fees for the Design and Rehabilitation of the Canal Headworks Structures (Headworks Rehabilitation). The engineering work is a continuation of Contract DR4241 and Purchase Order P160961 (collectively the Contract). Work of Phase 3 is for engineering services associated with the design through bidding for construction of the modifications to be made, and the work of Phase 4 provides for engineering services associated with providing Construction Observation of the modifications. This Proposal, Rev 3 supersedes all previous proposals associated with the design and construction for the Headworks Rehabilitation. References used herein to "City" are to the City of Columbia, and to "City Liaison" are to the City's Project Manager, Agent, or Liaison in charge of the Design and Construction of the Canal Headworks Rehabilitation work. Elevations referenced in this document are in feet, NAVD88 datum (D88) unless noted otherwise (NGVD29 = NAVD88 + 0.79 feet).

The modifications to be made to rehabilitate the Headworks are based on the findings and recommendations from the *Technical Basis Report for Phase 2 Preliminary Engineering Analysis, Columbia Canal Head Gates Repair Services*, Kleinschmidt, draft February 2017 (TBR). Briefly stated the modifications to be designed include:

1. Miscellaneous General Repairs (flood damage to structure)
2. Structure Stabilization
3. Replacement of Headgates and Headgate Operators
4. Installation of Trash Racks
5. Installation of Trash Rake
6. Construction of a Debris Holding Area
7. Upgrade Electrical Power Supply
8. Replacement of Lock Gate
9. Headworks Dike Repairs

Kleinschmidt understands that the City may receive a grant from the Department of Housing and Urban Development (HUD), or other state or federal agency, for construction associated with the replacement of the Headgates and Gate Operators, replacement of the Lock Gate, and Upgrade of the Electrical Power Supply. Kleinschmidt understands that the HUD grant will not cover the Installation of the Trash Rakes and Trash Racks or construction of a Debris Container. Kleinschmidt understands that even though some of

the modifications may not be constructed as part of the Headworks Rehabilitation, the City wants Kleinschmidt to perform a final design of the modifications listed above so that the City may construct in the future the elements not constructed as part of the Headworks Rehabilitation.

The construction of the Headworks Rehabilitation work is to be performed using the design-bid-fabricate/construct form of contracting. Kleinschmidt will develop the final design construction drawings and specifications to allow the construction of the Headworks Rehabilitation work. We will also assist the City with filing construction permits, tendering and evaluation of construction bids and contracts, review shop drawings, provide periodic observations of fabrication and construction work, provide associated construction reports for filing with the regulating agencies, and generation of record drawings.

Kleinschmidt assumes that the contract issued for Headworks Rehabilitation construction work will be separate from any contract issued by the City to perform other repairs to the canal downstream of the Canal Headworks Structure.

Sincerely,

KLEINSCHMIDT ASSOCIATES

William H. Riddle, P.E.

William H. (Hal) Riddle, P.E., SECB
Project Manager

Kevin J. Cooley

Kevin J. Cooley, P.E.
Vice President

WHR:sdr

J:\3944\006\02 - Phase 03\Proposal\2021\Proposal_FINAL_04.12.2021.docx

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LIST OF ATTACHMENTS

Attachment A	Canal Headworks Rehabilitation Drawings (5)
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2.0 SCOPE OF WORK: PHASE 3 - DESIGN

References made to *Engineering Guidelines* is to FERC's Engineering Guidelines for Evaluation of Hydropower Projects. For general arrangement drawings showing the proposed Canal Headworks Rehabilitation work see Attachment A.

Attached Table 1 describes the proposed Deliverables (drawings, specifications, reports, and other standalone documents) by work task; Table 2 describes the meetings with the City by work task; and Table 3 is the Milestone Schedule from the start of design to the end of construction.

2.1 Task 1-4: Services Provided 2017-2020

Task 1-4 covers design services provided from mid-2017 to the end of 2020. Invoices for those services have already been submitted and paid, other than for the invoices submitted in August, November and December 2020. The costs of those services are referenced here and included in the proposed Cost of Services to track the total cost of services against the Budget Authorized by the Agreement for Engineering Services dated September 6, 2016 and PO #P160961 dated September 30, 2016. Engineering services provided from 2017-2020 as outlined in our *Proposal for Engineering Services - Canal Head Gates and Lock Gate Final Design and Construction Oversight*, Rev 2, September 5, 2018 are briefly described as follows:

- Meetings with representatives from the City, Lockhart Power Company, and Landmark Consulting on August 4, 2017, and March 6, 2018, and during discussions between August 2017 and May 2018. The purpose of the meetings was to discuss the design of the headgates and lifting system.
- Services in 2018:
 - July: *Proposal for Engineering Services - Canal Head Gates and Lock Gate Final Design and Construction Oversight*, Revs 1 & 2, for the replacement of two Head Gates and lifting systems, and replacement of the Lock Gate; provided addendum to proposal for engineering Design and Construction Oversight of Trash Racks.
 - September: Submitted final *Proposal for Engineering Services - Canal Head Gates and Lock Gate Final Design and Construction Oversight*, Revs 2, for the replacement of two Head Gates and lifting systems, and replacement of the Lock Gate. Proposal excluded any engineering work for the Design and Construction Oversight of Trash Racks.

- Services in 2019:
 - September: Notice to Proceed issued; and provided City with five drawings showing all of the proposed modifications associated with Headworks Rehabilitation for submittal to the South Carolina State Historic Preservation Office (SHPO) [drawings were not submitted]. Due to expiration of Contract, stop work order was issued in early October.
 - Performed Initial site visit to orient the design team.
 - Miscellaneous discussions with City representatives throughout the year regarding FEMA PWs, City discussions with state and federal agencies.
- Services in 2020:
 - Miscellaneous discussions with City representatives throughout the year regarding FEMA PWs, City discussions with state and federal agencies.
 - July: Discussions with parties working for the City to delineate ground disturbing activities and assess environmental impacts associated with construction of modifications to the Headworks structure.
 - October: On behalf of the City, submitted the drawings developed to the SHPO and made two additional informational submittals the SHPO for their review and approval. Led a virtual meeting between the City and SHPO to discuss the proposed modifications. On October 22, 2020 SHPO believes that the proposed modifications are unlikely to cause an adverse effect to the Columbia Canal.
 - November: Meet with City representatives to refresh and discuss the proposed modifications needed to rehabilitate the Headworks structure.
 - November: Virtual meeting between representatives of the City and FERC to discuss hazard classification of the hydroelectric project and identify the design criteria to be used to design repairs and modifications needed to rebuild and return the canal to hydroelectric operation.
 - December: Developed scope of work for the design of modifications to the Headworks structure.

2.2 Task 11: Miscellaneous General Repairs

The Technical Basis Report (TBR), Section 2.2.3, identified the four areas of repair needed to the Headworks structure following the 2015 flood, they are:

1. Repairs should be made to replace the missing stone masonry blocks and to repoint the mortar joints especially around the arch forming the top of the

headgate structure's gate opening to prevent the arch stones from loosening and falling.

- We propose to provide one drawing to delineate the work to be performed. Specifications for the work will be included on the drawing, a specification document will not be provided.

2.3 Task 12: Structure Stabilization & Bridge Deck Widening

The TBR, Section 2.4, indicated that the installation of post-tensioned rock anchors needed to provide a force of 220,000 pounds per gate bay for the Headworks structure to have adequate factors of safety in compliance with *Engineering Guidelines*, Chapter 3.0, for an Inflow Design Flood (IDF) equal to the 100-Year Flood. At the time the TBR was written, FEMA indicated that the 100-Year Flood resulted in an impoundment at Elevation 171.71 (FEMA 1995) and the Headworks structure would be overtopped by approximately 1.7 feet. In 2017 FEMA revised the 100-Year Flood to be 241,000 cfs at the Diversion Dam with an impoundment level at Elevation 172.73, resulting in the Headworks structure being overtopped by approximately 2.7 feet.

FERC has not yet identified what they will accept as the IDF for the hydroelectric project. For Low Hazard Significant Hazard hydroelectric projects with no downstream impact to public safety or property, the lower flood event accepted for the IDF is typically the 100-Year Flood (*Engineering Guidelines*, Chapter 2 - 3.1.4).

The Independent Consultant for the *First Part 12 Safety Inspection Report*, Kleinschmidt, December 2020, has recommended an IDF for the hydroelectric project that is equal to the 50-Year Flood at Elevation 169.7, or approximately the 35-Year Flood at Elevation 168. The 35-Year Flood would be selected if the railroad will not allow the construction of the abutment wall, necessary to accommodate raising the Headworks Dike to El. 170 (D88), the 50-Year Flood Elevation. The recommendation for an IDF less than the 100-Year Flood was made because the canal dikes at and downstream of the Headworks structure start overtopping, from the river side, with flows resulting from the 35-Year Flood.

2.3.1 Stability Analyses

We propose to perform stability of the Headworks structure in compliance with the *Engineering Guidelines*, Chapter 3, for the loading conditions listed in the following table. One section of the structure will be analyzed, typical of one gate bay 18 feet wide by 26 feet long (upstream-downstream direction) by approximately 32 feet tall, and include the weight of the additional concrete to be added to widen the bridge deck and cap the structure, and include the approximate weight for a headgate, its guides and gate operator. The structure will be analyzed using two-dimensional, limited-equilibrium analyses (gravity method) for the following loading conditions:

CASE	CONDITION	IMPOUNDMENT ELEVATION	CANAL WATER LEVEL ELEVATION
1	Normal pond	152.71	149.71
2	Dewatered with elevated impoundment. 3.0 feet over the Diversion Dam, ~20,000 cfs	155.71	138.6 ⁽¹⁾
3	Post-seismic event at normal pond	152.71	149.71
4	Oct. 2015 flood, maximum recorded canal level	162.71±	155.3
5A	Inflow design flood (100-year), normal water level in canal	172.7	149.7
5B	Inflow design flood (100-year), canal level at top of low dikes	172.7	155.3
6A	Inflow design flood (50-year), normal water level in canal	169.7	149.7
6B	Inflow design flood (50-year), canal level at top of low dikes	169.7	155.3
7A	Inflow design flood (35-year), normal water level in canal	168.0	149.7
7B	Inflow design flood (35-year), canal level at top of low dikes	168.0	155.3
(1) Base of structure			

2.3.2 Anchor Design

We propose to design and provide construction drawings and specifications for Post-tensioned anchors (PTA) as follows:

- Anchors will be sized to increase the structure's sliding factors to 1.5 in compliance with the *Engineering Guidelines*, Chapter 3, Table 2A. PTA are proposed instead of adding mass concrete to maintain the current historical appearance of the structure.
- We assume that there will be one anchor installed in each gate pier (12 to 13 anchors total). The size of the PTA will be assessed for the 35-, 50- and 100-year loading conditions with the final design based on an anchor size needed to meet factors of safety for the 100-year Flood or the Inflow Design Flood (35 or 50-year flood) accepted by FERC for the Hydroelectric Project.
 - Prior to proceeding with the design of the anchors, we will discuss with the City Liaison the anchor loads needed for the three flood events and obtain the City Liaison's concurrence regarding the flood event to be used in designing anchors to stabilize the structure.
- The anchors would be designed as the fully bonded type with a corrugated high density polyethylene pipe (HDPE) sheath that extends from the base of the anchor head to the tip of the anchor in the rock to provide the anchor with the maximum corrosion protection. The anchor hole will be drilled through the stone masonry structure using a rotary drill rather than a percussion hammer to minimize damage to or displacement of the stone masonry. The anchor hole extending into the foundation rock can be drilled using a percussion hammer.
- The installation of the anchors could require the removal of approximately the top 12 to 24 inches of stone masonry from an area 2 to 3 feet square area where the anchors would be installed. The lower 12 to 18 inches of masonry that was removed would be replaced with a heavily reinforced concrete pad onto which the anchor head would bear. The remainder of the removed masonry would be replaced with reinforced concrete associated with the bridge deck widening, which will provide the corrosion protection cap over the anchor head.
- One drawing and one section of specification will be developed to address the fabrication and installation of the rock anchors. A standalone report will be provided containing the results of the stability analyses with and without PTA, and the design of the PTA.

2.3.3 Bridge Deck Widening

- We propose to design and provide construction drawings and specifications for a 12-inch thick reinforced concrete overlay that will extend across the headworks structure's existing 12.17 foot wide bridge deck and over the top of the existing stone masonry to tie the upper two feet of the structure to work monolithically to resist loads from the proposed headgate operators and trash raking equipment.

The overlay will also extend 1.5 to 2-feet downstream of the current edge of the bridge to provide a wider bridge deck.

Structural analyses of the existing bridge indicate it has a load capacity that meets the requirements of the Department of Transportation's HS20-44 load rating (72,000 pounds gross vehicle weight (*TBR*, Section 2.1.2)). We propose to design the "overlay" to support the vehicular load without relying on the existing deck; the deck's new load capacity will equal or exceed its existing design capacity.

- Downstream side of the bridge will have a permanent handrail, 3-rails, with lowest rail 6-inches above the bridge deck. A lighting system will be installed on the upstream side of the deck (see Section 2.6.1 – Task 15).
- Three drawings will be developed to address the construction of the concrete overlay and widening of the bridge deck, handrails, and safety fencing. Drawings for lighting will be address as part of Task 16 - Electrical Work.

2.4 Task 13: Headgates and Gate Operators

Details of the headgates and gate operators and other construction work to be performed to support the new gates and operators are described in the *TBR*, Section 2.5. The proposed gates and gate operators and other supporting modifications are depicted on the general arrangement drawings in Attachment A. We propose to design the headgates and headgate operators as discussed with representatives from the City, Lockhart Power Company, and Landmark Consulting at meetings on August 4, 2017, and March 6, 2018, and during discussions between August 2017 and May 2018.

2.4.1 Headgates

- Type: Slide gate; self-contained/support guides, sill, header, and hoist yoke. Gate guides will be similar in arrangement/geometry to the existing guides.
- Gate Seals: None, gates will not be watertight.
 - High density polyethylene (HDPE) plastic rub pads will be mounted on the gate, sliding on stainless steel plates attached to the gate guides, to reduce sliding friction.; or
 - Plastic rub pads will not be used, and the gate and gate operator will be designed to slide, stainless steel on stainless steel.
 - Use of plastic rub strips or metal on metal seals will be selected based on the friction loads and required lifting capacity of the gate operator and associated impacts on the headworks structure.

- Structural Design, Hydrostatic Differential:
 - Normal High Water Loading: 10.7 feet differential, headpond 3.5 feet over Diversion Dam (top of left abutment at Elevation 156.2, ~25,000 cubic feet per second [cfs]), canal water level at invert of Canal Spillway Stoplogs Elevation 145.5.
 - Dewatered Canal Loading: 18 feet differential, headpond 3.5 feet over Diversion Dam (top of left abutment at Elevation 156.2, ~25,000 cubic feet per second [cfs]), canal dewatered to level of headgate gate invert.
 - Flood Loading (extreme loading condition): 27.2 foot differential; headpond 100-Year Flood Elevation 172.7, canal water level at invert of Canal Spillway Stoplogs Elevation 145.5.
- Corrosion Protection Paint: WB HRZS by Polyset, or equivalent equal. WB HRZS is a waterborne, high ratio zinc silicate single coat paint intended for use in submerged and abrasive marine applications.
- Develop 2 to 3 drawings and one section of technical specification to delineate the construction requirements for the gates and associated gate guides, and gate operator support.

2.4.2 Gate Operators

- Description of Lifting System:
 - Screw stem actuator arranged to operate the gate in a pull-pull manner rather than in a pull-thrust manner to raise and lower a gate.
 - The arrangement of the lifting system will be similar to that utilized by Lockhart Power Company for the canal headworks at their Lockhart Hydroelectric Plant.
 - Gate operators sized to close the gates under Normal High Water Gate Operating Conditions without weighting of the gates to enable closure.
 - Four (4) of the gate operators will be sized to open the gates under Dewatered Canal Gate Operating Conditions.
 - Power will be required to open and close the gates under normal or emergency operations.
 - Gate positioning to be remotely monitored and controlled.
 - Gate controls capable of automated operation.
 - All electrical equipment and controls to be located above the level of the 100-Year Flood, Elevation 172.7.

- The concept of a pull-pull gate operator was developed by North Fork Electric, Inc (NFEI). The pull-pull gate operator uses a variable speed drive and control system to regulate the extreme stall loads of the screw stem actuator, therefore NFEI will be a subcontractor to Kleinschmidt to assist with the sizing and design of the gate operator. NFEI's control system is not a proprietary system.
- Designed Operating Conditions for Gate operator, Hydrostatic Differential:
 - Normal High Water Gate Operating Conditions: 10.7 feet differential, headpond 3.5 feet over Diversion Dam (top of left abutment at Elevation 156.2, ~25,000 cubic feet per second [cfs]), canal water level at invert of Canal Spillway Stoplogs Elevation 145.5.
 - Eight of the headgate operators will be sized to lift-lower the gates under this loading condition.
 - Dewatered Canal Gate Operating Conditions (extreme operating condition): 18 feet differential, headpond 3.5 feet over Diversion Dam (top of left abutment at Elevation 156.2, ~25,000 cubic feet per second [cfs]), canal dewatered to level of headgate gate invert.
 - Four of the headgate operators will be sized to lift-lower the gates under this loading condition.
- Control System:
 - It is intended that the gate operators' control system will be designed for remote operation and monitoring/instrumentation via the supervisory control and new data acquisition (SCADA) system. The gate operators' control system would interface with the SCADA system via radio from headworks.
 - The SCADA system and controls that were in place prior to the flood of October 2015 were damaged when the powerhouse was flooded. We recommend that the entity that replaces the water damaged controls SCADA system for the powerhouse also perform the work needed to connect and control the electric systems associated with the Canal Headworks and the Diversion Dam to the SCADA system. Therefore, excluded from our proposed scope of work is any design development and/or construction of a SCADA system to support the operation of mechanical and electrical systems at the Headworks structure.
 - Until the powerhouse is generating hydroelectric power, only two designated headgates will be operated locally, via manual, electrical control. The manual control of a limited number of gates is needed to maintain flow into the canal for municipal water supply.

- Develop 1 drawings and 2 sections of technical specification to delineate the construction requirements for the gate operators and their controls.

A copy of NFEL's proposal is included as Attachment B.

2.4.3 Other Supporting Modifications

In support of the replacement of the headgates the following modifications are also needed, for which we will perform the necessary design.

- Concrete Floor:
 - A reinforced concrete overlay will be placed over the existing deteriorated timber and concrete floors that extend upstream and downstream of the headgates. The overlay will be anchored to the foundation rock.
 - One drawing will be developed to delineate the construction requirements for the concrete floor.
- Cofferdam:
 - The work to remove the existing gate guides, install the new guides, and install the concrete overlay is intended to be performed by underwater by divers.
 - The bulkheads currently in place on the upstream side of the headgates will require sealing and will serve as the upstream cofferdam.
 - The Contractor may elect to construct a cofferdam on the downstream side of the headworks structure, one that possibly braces against the structure.
 - Section 2.9 - Task 18 addresses construction documents and Kleinschmidt's engineering services for Contractor designed cofferdams and temporary bulkheads.
- Existing Headgate Bulkheads:
 - The bulkheads in place upstream of the existing headgates will be removed and disposed of upon completion of the installation, testing, and acceptance of the replacement headgates and gate operators. Removal of the bulkheads will include the removal of debris accumulated against the bulkheads 50 feet upstream of the bulkheads.
 - **NOTE:** Prior to returning the hydroelectric plant to operation the "forebay" for a minimum distance of 150 feet upstream of the Headworks structure will need to be dredged to remove sunken debris that has accumulated since October 2015. We do not

recommend leaving the sunken debris because the velocity of the flow into the canal when the hydro plant is returned to operation will move the debris downstream and the debris could potentially be lodged beneath the headgates preventing their closure.

- The forebay could be dredged as part of the Rehabilitation of the Headworks but it should be redredged if the startup of the hydro plant occurs more than 12 months after the forebay was dredged.
- Existing Bulkhead at Headgate 1: The two-section bulkhead will be modified to include a grillage attached to the upstream side of the bulkhead to restrict large debris from passing through the vertical opening between the bulkhead sections.
- Proposed Bulkhead at Headgate 4: The two-section bulkhead will be modified to include a vertical opening between the bulkhead sections as currently exists for Gate 1. The opening will include a grillage attached to the upstream side of the bulkhead to restrict large debris. Modifications proposed to Headgate 4 to allow a General Contractor to construct a cofferdam on the downstream side of the Headworks structure in sections while always having one gate that can maintain flow into the canal for municipal water supply.
- One to two drawings will be developed to delineate the modification/fabrication requirements for the bulkheads at Headgates 1 and 4.
- New Maintenance Bulkheads:
 - A design drawing will be provided for the future fabrication of new maintenance bulkheads that can be installed on the upstream side of the headgates.
 - Bulkheads will be designed, possibly in multiple sections, to be installed using a monorail that will be part of the trash rake system.
 - The existing bulkhead slot does not have a guide surface to prevent the bulkhead from tipping over upstream. Therefore, a design and drawing will be provided to address modifications needed to the Headworks to provide a "back guide" for the existing bulkhead slot. The guide will be fabricated and installed as part of the Rehabilitation of the Canal Headworks.
 - Develop 1 drawing to delineate the modifications needed to the existing bulkhead slot.
 - Develop 1 drawing to show the requirements for the future fabrication of a new maintenance bulkhead. Specifications needed to address material and

fabrication requirements will be included on the drawing in the form of notes.

2.5 Task 14: Lock Gate

The existing wood gate, located in the boat lock at the west end of the Headworks structure, is in a deteriorated condition and is to be replaced with a reinforced concrete wall; details of the lock gate is described in the *TBR*, Section 2.11. We propose to design and provide construction drawings and specifications for the replacement of the lock gate as follows:

- Design angled reinforced concrete wall that is shaped like the existing gate to replace the gate.
- The wall will be designed for an allowable load associated with the extreme flood loading condition with the impoundment at the top of the headgate structure at elevation 172.7 (the 100-year flood elevation in the Broad River at the Diversion Dam) and canal level at elevation 147.5, the elevation of the canal spillway crest.
- The wall will be designed as a water-retaining structure in compliance with the Federal Energy Regulatory Commission (FERC) Engineering Guidelines, for a Significant Hazard Project, and the American Concrete Institute design code.
- The wall will be designed to be constructed in the dry, requiring a temporary bulkhead gate to be installed in the existing bulkhead slots on the upstream side of the lock gate, and either a similar temporary bulkhead or an earthen cofferdam in the lock chamber, on the downstream side of the gate.
 - The design of the temporary bulkhead gate or earth cofferdam on the downstream side of the lock gate will be the responsibility of the general contractor.
 - The temporary bulkhead gate on the upstream side of the lock gate will be designed for two construction options by Kleinschmidt. The bulkhead gate will be designed for the following loading conditions:
 - Top of the bulkhead gate will be at Elevation 167.0, 0.4 feet above the 25-year flood and 4.2 feet above the headpond during the 2015 flood.
 - Bulkhead Gate Option 1: To be used if Contractor elects to construct a cofferdam continuously across the downstream side of the headgate structure.

The bulkhead will be designed for installation in multiple sections to provide a reliable flow into the canal to meet the City's water supply

needs of 60 MGD (~100 cfs). Reliable inflow is equal to sum of the estimate leakage and discharges from the canal plus City water supply less the estimated leakage through the bulkhead canal headgates. The bulkhead will include an adjustable slide gated opening to control inflows. The bulkhead will have a grizzly trash rack on the upstream side to prevent large debris from blocking the slide gate.

- Bulkhead Gate Option 2: To be used if Contractor elects to not use a cofferdam constructed continuously across the downstream side of the headgate structure, or if the Contractor elects to construct a cofferdam in stages.

The bulkhead will be designed for installation in multiple sections except it will not include provisions to allow flow into the canal to meet the City's water supply needs. For this arrangement, flow into the canal for water supply will continue to occur through Headgate 1 and future Headgate 4 (see Section 2.4.3 – Task 13).

- The timber lock gate would be removed after the bulkhead is installed.
 - The downstream bulkhead or cofferdam would not be installed, nor the concrete wall constructed until two of the new headgates are operational and capable of controlling flows into canal to provide a reliable inflow into the canal to meet the City's water supply needs.
- The upstream and downstream sides of the wall will be covered with a non-structural wood overlay to aesthetically resemble a wood gate starting at Elevation 149, approximately 4 feet below the crest of the Diversion Dam.

One drawing will be developed to address the construction of the concrete wall and two drawings to address the fabrication and installation of the temporary upstream bulkhead. Various sections of the concrete and gate/steel specifications will address the construction of the concrete wall and temporary bulkhead.

2.6 Task 15: Trash Rake, Trash Racks and Debris Holding Area

We understand that as of the date of this proposal the City has not secured funding to allow the construction of the Trash Rake, Trash Racks or Debris Holding Area (collectively the Trash Handling System, THS), but the final design of the THS is to be performed as part of the proposed scope of work. Construction of the THS may occur in the future or it may occur as part of the Headworks Remediation work if funding is secured. Kleinschmidt does

not recommend the construction of any of the three primary elements for the THS (rake, racks, container) without the construction of all three elements. The THS is depicted on the general arrangement drawings in Attachment A.

2.6.1 Trash Rake

Options for Trash Rake Systems (TRS) that could be installed at the headworks structure are discussed in the TBR, Section 2.8. Based on factors such as physical size and height of the machine, automation capability, cycle time (i.e., time to clean the whole 200 linear feet of trash rack), ability to clear sunken trees for distances of 25 or more feet upstream of the trash rack toe, and debris handling appropriately located where it can accumulate and be transported off site. It is our opinion and recommendation that the dragline trash rake system manufactured by North Fork Electric, Inc (NFEI) is the best system for the job. The recommended trash rake system was installed at the Columbia powerhouse in 2013.

It should be noted that trash raking is not a quiet operation and NFEI's rakes are especially noisy as they bang and screech their way up the trash racks. Due to the length of the debris being lifted and the limits of the rakes' lifting capacities, operating personnel will periodically need to use chain saws to cut the debris to a size that fits in the debris transport system (the sluice trough). Lifting, moving, and falling debris could have an impact on the safety of recreational users and pedestrians crossing over the headgate structure. It may be best to operate the trash rake system during daylight hours thereby allowing operating personnel to coordinate, restrict, or otherwise control access across the headworks structure as necessary to protect the safety of the public.

- Kleinschmidt will secure the services of NFEI as a subconsultant to:
 - Develop a conceptual layout of and reaction loads from the TRS so that Kleinschmidt can design the trash rack structure to support the TRS and provide access to the maintenance bulkhead slots upstream of the headgates.
 - Layout the trash raking equipment to include a monorail to allow the transportation and installation of the maintenance bulkhead; bulkheads and monorail to be designed by Kleinschmidt, see Section 2.4.3 – Task 13.
 - Electrical equipment and controls to be located above the level of the 100-Year Flood, Elevation 172.7.
 - Provide information on the size and alignment of the sluice trough to the debris holding area so Kleinschmidt can design the debris container (see

Section 2.6.3 – Task 15) and a structure to support the sluice trough as it extends from the Headworks structure to the debris container.

- Provide information on the electrical load demands of the trash rake system.
- Kleinschmidt will design a debris fence, whose purpose (per the TBR, Section 2.8.1) is to minimize the potential for small debris that may be thrown by the trash rake from accumulating on the bridge deck and in doing so to protect walking pedestrians from being struck by the debris. The risk of pedestrians being impacted by large, heavy, tree-sized debris dropped by the trash rake is minimized by the presence of the gate hoist support frames that are located between the debris fence and the trash rake, the frame would act as a guard-rail to prevent logs from rolling onto the bridge deck.
 - Fence would be installed along the upstream edge of the bridge deck where the trash raking equipment is located. The top of the fence should be 10 feet above the bridge deck and be fabricated of a heavy duty reinforced steel mesh (possibly a double layer of chain link mesh horizontally reinforced by steel cable, or the taut rock fall fencing used along highways).
 - The tops of the fence posts, located at the quarter points along the length of the Headworks structure, will be fitted with lighting for public access across the headworks structure.
 - Lighting of the trash raking, and headgate operator area is not proposed, as such lighting is not required to monitor or operate the equipment; if such lighting is periodically needed then temporary lighting can erected.
 - 110V electrical outlets will be installed on fence posts supporting lights
- One drawing will be developed to address and rails and fencing as part of Task 12 - Structural Stabilization & Bridge Deck Widening. Drawings for lighting will be addressed as part of Task 16 - Electrical Work
- One to two drawings will be developed to show the general arrangement of the trash rake system atop the Headworks structure and its interaction with the trash rack structure.
- Two drawings will be developed to show the structure supporting the sluice trough that extends from the Headworks structure to the debris container.
- One generic performance specification will be provided describing the requirements for the trash racking system.

- One lighting specification will be provided to address all lighting to be installed at the Headworks structure.

A copy of NFEI's proposal is included as Attachment B.

2.6.2 Trash Racks

The geometry of the trash racks will be as described and depicted in the TBR, Sections 2.7 and Figure 5-1, Sheet SK-1, Section A. Due to the nature of operation, geometry, and size of the trash rake system, the trash rack structure and only be designed to meet the requirements of one trash rake system. Since no part of the trash rack structure will be constructed as part of the Headworks Rehabilitation Project, the trash rack structure can be reconfigured and redesigned in the future to accommodate whatever TRS the City elects to install.

- The design of the trash racks will not impede the operation of the headgates or the installation of temporary bulkheads.
 - Kleinschmidt will coordinate and consult on the layout and design of the trash racks' top deck with NFEI, the envisioned manufacturer of the TRS.
 - The design of the trash racks will also take into consideration the location of the Debris Containment Structure (DCS) to be constructed upstream of the headgate structure on the east side of the river.
- No part of the trash rake support structure will be constructed as part of the Headworks Rehabilitation Project
- The trash racks will be of the grizzly rack type with 6-inch clearance between the vertical and horizontal trash rack bars. The racks would be fabricated of steel bars welded together with minimum dimensions of 3/8-inch by 4-inch and supported by steel A-frames located at 18 feet on center to align with each headgate pier. The west end of the racks will include an end-closure of trash racks that are oriented in the upstream-downstream direction. The racks, support system, and end-closure will be designed for a minimum hydrostatic differential of 5 feet under normal operating conditions to account for partial blinding of the racks due to debris accumulation. The steel frame will transfer loads to the headgate structure in bearing only.
- A concrete footer will be cast-in-place underwater to support the upstream leg of the A-frame and toe of the racks. The continuous footer would be constructed of reinforced concrete that is doweled to bedrock; the footer not only supports the rack structure, but it also provides a means to close the gap between the bottom of the racks and the top of the foundation rock. Excavation of the rock should not

be required; but the trash rack support frames and the trash racks will be designed to accommodate modifications in the field to address bedrock elevations uncovered during construction.

- The A-frames would be fabricated of steel beams and would have a corrosion protection system of galvanizing or paint per the City's preference. The trash racks would be uncoated because the mechanical equipment used to remove debris from the racks would chip and peel off the coating systems. The A-frames will be designed and fabricated in modular sections to allow installation by divers with minimal underwater assembly. The racks will be designed and assembled in panels of 9- to 18- foot widths to reduce the need to stick build the racks in the water and to allow them to be removable for replacement in the future whenever needed.
 - Kleinschmidt recommends using the corrosion protection paint WB HRZS by Polyset, or equivalent equal. WB HRZS is a waterborne, high ratio zinc silicate single coat paint intended for use in submerged and abrasive marine applications.
- Generate 4-5 drawings to delineate the construction requirements for the trash racks and structural supports. The drawings will identify material properties and dimensional tolerances, but no technical specifications will be developed specifically for the trash racks. Trash racks are considered as structural steel fabrication, and specifications addressing structural steel and concrete requirements will be generated as part of the construction documents for the work.

2.6.3 Debris Container

With the installation of a trash rake, a means is needed to contain the debris removed from the trash racks and deposited on the upstream side of the Headworks Dike for subsequent removal and off-site disposal by the City (TBR Section 2.9). TBR, Section 2.9.1 described a conceptual design for the containment structure which would hold 150 to 200 cy of debris. The structure would be constructed of reinforced concrete walls and slab and would be equipped with means to control the water level in the structure and redirect it to the headpond. The containment would have semi-watertight doors that would be opened to allow construction equipment to drive into the containment to remove load debris onto a truck for disposal off site. Alternatively, the container could consist of the 40-cubic yard roll-off dumpster or a 50 to 90-cubic yard end dump semi-trailer, either container would be parked on a concrete pad.

Concrete Container

The concrete container will be designed as follows:

- 200 cy with inside dimensions of 30'L x 9'H (net, 10'gross) x 20'W with 8' high doors as shown general arrangement drawing SK-5 contained in Attachment A.
- Reinforced concrete structure setting on concrete caissons bearing on rock. Subcontract to F&ME for foundation engineering services.
- Trash sluice from the trash rake will bear on the end of the container.
- Container will have a semi-watertight door and water level control valves.
- Develop 5-6 drawings to delineate the construction requirements for the concrete container.

Roll-Off Dumpster or Semi-Trailer

- Heavy, reinforced concrete slab.
- Impoundment results in high ground water levels therefore a floating foundation to support the slab will be constructed of over excavated soils filled with crushed stone and geotextile membrane.
- Trash sluice from the trash rake will set on a concrete wall or steel frame bearing on the end of the slab.
- Slab will have attachment points to which dumpster or trailer can be anchored to prevent floatation under high headpond levels.
- Develop 1-2 drawings to delineate the construction requirements for the concrete slab.

For budgeting purposes, we assumed the 150 to 200 cy concrete container would be constructed. The final design will be based on the City's preference for container type (fixed or transportable).

2.7 Task 16: Electrical Work

2.7.1 Upgrade Power Supply

A preliminary assessment of the existing electrical power supply is described in the TBR, Section 2.10, the existing power supply to the headworks structure is inadequate to support the demands of existing power loads and the future power loads for the headgate lifting system and trash rake. There is an existing 3-phase service drop at the top of the power pole nearest the canal headgate structure, but it appears to be disconnected. We

propose to design and provide construction drawings and specifications for upgrading the power supply to the Canal Headworks as follows:

- Assess motor loads for the headgate operators and trash rack and other power demands from the rest room and equipment used to operate the Diversion Dam's minimum flow gate.
- Contact Dominion Energy South Carolina (DESC) to determine what, if anything, would need to be done to provide 3-phase power to the headgate structure. For budgeting purposes for this work task, we assumed that the existing 0.5 mile of overhead powerline would need to be upgrade to 3-phase.
- Electrical upgrade would include: replacing the existing service entrance with a new 480V, 3-phase service entrance (current rating to be determined); 480V branch circuits for actuators, hoists, pumps, etc.; 120/240V single phase transformer and panelboard with branch circuits for restrooms, lighting, receptacles, etc.; provisions for remote monitoring and control by a SCADA system; and provisions for connecting a portable backup engine-generator set. We assume that the power supply needed to operate electrical equipment for the Diversion Dam and the Fish Ladder will not be changed and will remain being fed from the power distribution panel in the rest room building.
- A portable 480V, 3-phase (tow-behind) backup genset is recommended over a dedicated stationary unit due to the limited area available at the headworks and exposure to the public. This approach saves capital cost, especially if a portable genset is already owned by the City but adds some operational complexity. Upon the loss of primary power supply, the main purpose for emergency power is to close the gates. There would be little or no need to operate the trash rakes or provide backup power to the rest rooms or equipment on the Diversion Dam during a power outage. For a portable genset, a manual transfer switch will be provided in the power distribution control cabinet with a plug-and-socket or cam-lock type inlet to connect to the portable genset.
- Due to the lack of space available for a new electrical distribution and control building, and due to unavoidable exposure to the public, electrical equipment will be distributed in multiple, smaller enclosures rather than centralized in a single motor control center or similar larger assembly. Enclosures will be specified as outdoor-rated and vandal-resistant.

2.7.2 New Electrical Work

- NFEI will work as a subconsultant to Kleinschmidt to provide his services for the design and control of the Headgate Operators (Section 2.4.2 – Task 13) and the design and control of the Trash Raking System (Section 2.6.1 – Task 15).

- NFEI will design equipment control panels, including motor controllers, for gate actuators, trash rakes and associated sluice pumps, such that each will require only a power supply branch circuit. Electrical controls and panels for the trash rakes and associated sluice pumps, part of the Trash Handling System will be designed and planned for, but the Trash Handling System will not be fabricated or installed/constructed as part of the Canal Headworks Rehabilitation work.
- We propose that the entity that replaces the water damaged controls in the powerhouse inclusive of the SCADA system also perform the work needed to connect and control the electric systems associated with the Canal Headworks and the Diversion Dam to the SCADA system. Work to design and construct the SCADA system will be performed by the powerhouse control vendor as there is no operation need for the SCADA system until the hydroelectric plant is recommissioned. Therefore, only local manual controls are included in Kleinschmidt's proposed scope of work for control of each Headgate.
- Kleinschmidt will design the power distribution (branch circuits) required to supply the NFEI-designed headgate and trash handling system equipment, and to re-feed the existing loads that will remain (restroom building and Diversion Dam).
- Kleinschmidt will also design new lighting at the Headworks that will use subdued lighting for public safety of the walkway area and for security of the trash rake and headgate area. Lighting of the trash rake and headgate area for working purposes is not needed nor proposed; portable lights can be mobilized if such lighting is needed temporarily. The lighting layout will also include strategically placed receptacles.
- For the work of Task 16 we estimate that 6 drawings and 6 sections of specifications will be provided.

2.8 Task 17: Headworks Dike Repairs

The *FERC Part 12 Safety Inspection Report for the Columbia Hydroelectric Project*, December 2020 (*Part 12 Report*) and associated *Potential Failure Mode Analyses (PFMA)* concluded that the eastern third of the Headworks Dike could be overtopped at a 25-year flood and the rest of the dike and the Canal Headworks structure were 0.3 feet higher than a 50-year flood. The *Part 12 Report* concluded and recommended that the Inflow Design Flood (IDF) for the hydroelectric project should be set as equal to either the 50-Year Flood or approximately the 35-Year Flood. To prevent overtopping at the 50-Year Flood the eastern end of the dike needs to be raised to the level of the balance of the

dike, and an abutment wall is needed to interface and separate the dike from the railroad tracks because the tracks will be overtopped at the 35-year flood. Which flood will be selected as the IDF is dependent on the outcome of the City's discussions with the railroad and their subsequent agreement as to the extent of remedial modifications that can be performed to reduce the potential overtopping of the Canal Headworks Dike.

The *Part 12 Report* recommended raising the crest of the dike to Elevation 170, matching the elevation of the dike to the Headworks structure, and preventing overtopping at the 50-year Flood, and constructing a sheet pile abutment wall between the end of the dike and existing railroad tracks to accommodate the raising of the dike. The recommendations in the *Part 12 Report* is the basis of our proposed design services for remedial modifications to the dike. In addition, we propose to design regrading and restoration of the dike's downstream slope, remove all trees and brush from the dike's upstream slope, and provide a permanent access road to the top of the dike and up and over the dike to allow access to the headpond on the upstream side of the dike.

Therefore, for the design of remedial modifications and repairs to the Headworks Dike we propose to design and provide construction drawings and specifications as follows:

- Perform a topographic survey of an area 150' wide x 350' long at the east end of the dike. Survey Area 1 will extent 50 feet east and 100 feet west of the railroad tracks and 150 feet north and 200 feet south of the centerline of the dike; Survey Area 2 will start at the southern end of Survey Area 1 and extend 50 feet south of the southern line of the fence and extend west-east from canal water level to the centerline of the railroad tracks.
- Reshape and restore the dike's downstream slope and raise/regrade the crest of the dike to Elevation 170. The east end of the dike is to be shaped to allow a straight bed 3-axle truck (50,000 to 60,000 GVW) to access the top of the dike, and to also allow 40 cy roll-off container trucks to travel up and over the dike to the upstream side and debris container. The crest of the dike and the up and over road will be designed for a paved or otherwise hardened surface to minimize erosion due to runoff.
- Remove trees and root balls of trees greater than 6-inches from the upstream slope and restore the disturbed integrity of the slope and riprap.
- Design a sheet pile abutment wall that extends at least 50 feet upstream of the heel and 100 feet downstream of the toe of the raised dike to prevent erosion of the dike when the railroad bed is overtopped by 2 feet of flow during the 50-Year Flood. The top of the sheet pile wall will extend 2 feet above final grade and to a

depth sufficient to allow the loss of 4 feet of soil from along the east side of the wall without more than 6-inches of lateral movement at the top of the wall.

- If the City is unsuccessful in obtaining the railroad's permission to construct the abutment wall, then the eastern third of the crest of the dike will be raised and graded to match the level of the railroad bed, approximately Elevation 168; and the dike reshaped as previously described.
- Drill four (4) Standard Penetration Test (SPT) borings. Borings will be extended to refusal which is expected to be between elevation 137 feet MSL and 150 feet MSL. One (1) boring will be in the dike, one (1) boring will be performed in the footprint of the proposed debris containment structure, and two (2) borings will be performed along the proposed sheet pile abutment wall alignment. Perform laboratory analyses of soil samples. A drilling plan for the proposed borings will be provided for review and approval by FERC. A geotechnical report will be provided of the investigation.
 - The engineering fee associated with drilling borings on the property of Norfolk Southern assumes Railroad Protective Liability (RPL) insurance can be purchased through Norfolk Southern for not more than \$5,000. Norfolk Southern could dictate that RPL insurance must be purchased through a third-party which would result in RPL insurance costs on the order of \$25,000. The engineering fee does not include the price for the risk of third-party RPL insurance; a Change Order will be requested if RPL is required.
 - Most of the subsurface investigations is located on property owned by Norfolk and Southern. The investigation work will not be started until the City has contacted and begun negotiations with Norfolk Southern regarding the proposed modifications to the Headwork's Dike as described herein.
 - South Carolina 811 (SC811) will be contacted to request utility marking. The site does contain utilities owned by the City of Columbia including a sanitary sewer main. The City of Columbia must mark the location of their utility lines on the project site.
 - Any standby time due to delays caused by inaccessible boring locations at no fault of Kleinschmidt or their subconsultant will be billed at \$300.00 per hour. Locked gates and/or denial of access would result in stand-by time accrual. Equipment malfunction and weather delays are at the subconsultant's risk.

- Perform a stability analyses of the dike with headpond at the top of the dike and canal at Elevation 153.0. Analyze the dike for static liquefaction with impoundment at the top of the dike to address questions asked by FERC during the *PFMA* (PFM HD2, in reference to 2020 failure of Edenville Dam). The analyses will be performed for a Low Hazard Dam in compliance with FERC Engineering Guidelines, Chapter 4; stability analyses for seismic loading conditions will not be performed. A report on the analyses perform will be provided for submittal to FERC as part of the Supporting Design Report.
- Approximately 6 to 8 construction drawings will be developed along 1 to 3 sections of earthwork specifications as need to detail construction requirements.

The survey work will be subtracted to Chao Engineering, and the design and construction drawings and specifications will be subcontracted to F&ME; a copy of their proposals are included as Attachments C & D respectively.

Engineering services to assist City in obtaining a Railroad Encroachment Permit is addressed in Section 2.11, Task 21.

2.9 Task 18: Cofferdams and Temporary Bulkheads

Kleinschmidt will design the new headgates and associated guides and gate sills to allow their construction and installation underwater with the water level in the canal maintained at the permanent crest of the Canal Spillway Elevation 148.5 (D29) [147.8 D88] as outlined in the canal's Interim Operating Plan. We propose to design and provide construction drawings and specifications for cofferdams and temporary bulkheads as follows:

- We propose that the General Contractor (Contractor) use the existing steel bulkheads on the upstream side of the headgates to serve as the upstream cofferdam rather than constructing an independent cofferdam.
 - Contractor will have the option to construct such a cofferdam upstream of the Headworks structure if they so elect. The cofferdam could be constructed one time across the whole structure, or it could be constructed in stages.
 - The Contractor may also elect to construct a cofferdam on the downstream side of the headworks structure, one that possibly braces against structure. The cofferdam could be constructed one time across the whole structure, or it could be constructed in stages.
 - FERC requires that the Licensee of the hydroelectric project (the City) approve the design of any Contractor designed water retaining structure.

To that regard, as part of Engineering Services during Construction, Section 3.3, Task 33, Kleinschmidt will review the Contractor's design of water retaining structures and provide comments, recommendations or other information needed for the City to approve the design or for the Contractor to modify the design until approval can be given.

- Lock Gate Cofferdams:
 - Because of the potential impacts to maintain and control sufficient flow into the canal during construction, Kleinschmidt will design the temporary bulkhead on the upstream side of the lock gate that is needed to allow the replacement of the existing lock gate as described in Section 2.5, Task 14.
 - The Contractor will be responsible for the design of a temporary cofferdam installed downstream of the lock gate. The cofferdam could be installed within the lock or at the downstream end of the lock and constructed as a steel bulkhead or a small earthen dike.
- Kleinschmidt will generate a single drawing showing the location and conceptual arrangement of cofferdams and temporary bulkheads that may be needed to perform the construction work. A single performance specification will be provided addressing the requirements for the Contractor's design and construction of any cofferdams or temporary water retaining bulkheads. If the Contractor elects to construct an independent upstream cofferdam, then it will need to be constructed to provide a reliable inflow into the canal to meet the City's water supply needs as described in Section 2.5, Task 14.

2.10 Task 20: Construction Documents

- As discussed during the meeting of August 4, 2018, the Contractor will be allowed/given the option to access and stage the work using a barge mounted crane located on the upstream side of the headworks or via a crane located atop the headworks structure. The design of temporary beams to support crane loads will be the responsibility of the Contractor. Staging from the top of the headgate structure may greatly restrict or preclude public access across the structure during construction.
 - Due to the extent of construction work to be performed in the Rehabilitation of the Headworks and the interruption of utilities to the existing rest rooms, Kleinschmidt recommends not allowing the public near the construction site by limiting their access on the canal dike to 300 feet south of the rest rooms and by excluding public use of the access road from the Broad River Road that extends to the headworks structure,

and by closing to the public the parking area on the south side of the Headworks Dike.

- Develop construction drawings as needed to delineate the work described by Tasks 11 through 19. Task 20 will also include the development of general arrangement drawings (10) not already addressed in Tasks 11-10 such as: site location, construction access, temporary facilities, locating laydown area, erosion and sediment control. Construction Documents will also include supporting information such as existing drawings, photographs and sketches of the existing bulkheads and head gates, and the existing lock gate. Construction drawings will be provided for the Trash Handling System which may not be installed as part of the Rehabilitation of the Headworks structure but may be installed in the future. Table 1 lists the proposed drawings to be provided for the Rehabilitation of the Headworks regardless of whether they address required or future construction work.
- Develop specification sections as needed to describe the work and detail technical requirements for the fabrication and installation of the various components of the work. Task 20 will also include the development of general specifications sections not already addressed in Tasks 11-10 such as: site location, construction access, temporary facilities, locating laydown area, erosion and sediment control. Table 1 lists the specifications to be provided for the Rehabilitation of the Headworks regardless of whether they address required or future construction work.
 - The specifications will include the initial outline of the Quality Control and Inspection Program (QCIP) for the Rehabilitation of the Headworks. The QCIP is required by FERC and the requirements are outlined in the *Engineering Guidelines*, Chapter VII.
 - The specifications will also outline the requirements for the general contractor's development of a Temporary Construction Emergency Action Plan (TCEAP) which will be followed by all personnel on site. The TCEAP is required by FERC for projects where construction personnel are working downstream of or in cofferdams; the requirements are outlined in the *Engineering Guidelines*, Chapter VI.
 - Performance and construction specifications specific to the fabrication and construction of the Trash Handling System that may be installed in the future will be provided for future use.
- All drawings will be developed using AutoCAD, and specifications will be developed using Microsoft Word. A draft of the drawings and specifications will be provided in electronic form to the City Liaison for review prior to being

submitted to FERC and State or Federal Agencies. Upon completion of the design work, an electronic copy of the drawings and specifications will be provided in AutoCAD and Word, respectively, and in PDF format for the City's use. The PDF version of the drawings and specifications will be the only version containing the Engineer's P.E. stamp; the PDF version will be the formal "sealed hard-copy" of the drawings and specifications. Four bound and one unbound hard copy of the drawings (11 inches by 17 inches) and specifications will be provided for the City's use in obtaining bids for the installation of the gates.

- Excluded from Kleinschmidt's scope of work is the development of contract and bid documents needed for the construction and contracting of the work. The City will be responsible for the development of all bid and contract documents.

2.11 Task 21: Permitting

Assist City personnel in obtaining the permits necessary to allow the Rehabilitation of the Headworks structure. Kleinschmidt assumes that City personnel/legal staff will file for the permits and Kleinschmidt will provide the information to be incorporated into the permit application.

Based on Kleinschmidt's understanding of the work, it is our opinion that "permits", or review and approval of the work will be required as follows. Access to the site will be via routes that have been previously disturbed and historically and routinely used to access the downstream and upstream sides of the canal head gate structure and associated dike.

- Federal Energy Regulatory Commission:
 - Provide four (4) hard copies and one PDF copy of the Supporting Design Report (SDR) for review and approval by FERC, three hard and an electronic copy would be submitted to FERC. The SDR will contain copies of calculations and analyses performed of temporary and permanent water retaining elements in support of the design of the rehabilitation work, and it will contain the 90% Complete drawings and specifications. SDR will also include the Erosion & Sediment Control Plan and outline for the QCIP and TCEAP.
 - Kleinschmidt assumes that the FERC submittal will be made by City's legal department or other party designated by the City.
- State and Federal Agencies providing Funds for Design or Construction:
 - Provide electronic copies of the SDR or just drawings and specifications and needed for agency review and approval.

- Kleinschmidt assumes that Landmark Consulting will coordinate the design package submittal.
- United States Army Corp of Engineers:
 - Section 10 Navigable Waters Permit.
 - It is assumed that Kleinschmidt will prepare the permit application (description of construction activities and 8.5 inch by 11 inch permit drawings) but that the application will be filed by Landmark Consulting on behalf of the City in conjunction with other permitting work associated with the October 2015 flood event.
- State Historical Preservation Officer (SHPO):
 - Conceptual arrangement drawings and other requested documents were submitted to SHPO in October 2020 with SHPO providing their findings on October 30, 2020.
 - Per SHPO's letter of October 30, 2020, their office needs the following documentation as described in 36 CFR 800.11 before providing their final comments on the proposed undertaking. Kleinschmidt assumes that the City will provide SHPO with the required documents:
 - Copies or summaries of any views provided by consulting parties and the public.
 - The final set of plans to confirm the design and final elevation of the undertaking.
- Railroad Encroachment Permit:
 - Kleinschmidt assumes that the City's legal department will review rights-of-way and easements and determine in consultation with the railroad if there is a need of an Encroachment Permit. The proposed rehabilitation work, the future construction of the Trash Handling System, and future needs for maintenance access and debris removal in theory will require an Encroachment Permit. Kleinschmidt assumes that the City will address encroachment access to the Headworks structure, Diversion Dam, and Canal in perpetuity.
 - Information provided by Kleinschmidt for the City's use in addressing the Encroachment Permit will be generated for the permits from the United States Army Corp of Engineers coupled with drawings generated for the Rehabilitation of the Headworks.
 - An allowance of 8 hours by Kleinschmidt's Project Manager is assumed for discussion with City personnel regarding encroachment permitting.

- Land Disturbance Permit:
 - Richland County because the City will be the applicant.
 - Once Richland County approves the Land Disturbance it will be forwarded to South Carolina Department of Health and Environmental Control (SCDHEC).
 - Kleinschmidt assumes that Landmark Consulting will file for the permit on behalf of the City.
- Wetland Consultants:
 - Kleinschmidt understands that an assessment of the proposed and future (for Trash Handling System) rehabilitation work and the resulting impact on any wetlands has been addressed in conjunction with the work being funded by FEMA for the rebuilding of the canal to return it to hydroelectric operation. We understand that no further wetlands consultation is required.
- Other Work Associated with Permitting:
 - Provide 4 hard copies of permit drawings, and construction drawings and specifications with wet sealed PE Stamp for submittal to reviewing agencies.
 - Provide up to 40 hours of the Project Manager's time to respond/address questions via telephone from City personnel submitting the permits or to address/respond to questions from permitting agencies.

Other than for the design review submittals to FERC, HUD and/or FEMA, the permit application documents will be provided to the City for review 90 days after the City's verbal approval of the proposed scope of work.

2.12 Task 22: Review Submittals and Meetings

- Design Reviews:
 - Construction drawings and specifications will be submitted to the City Liaison for review at 30% design stage, 60% design stage, and 90% design stage. The 90% design stage documents will be suitable for submittal to FERC and other State and Federal Agencies for their review and should also be suitable for use in obtaining construction bids. The 100% design stage documents will be Issued for Bid / Released for Construction and will be signed and stamped by Kleinschmidt's Project Manager.
- 50% Design Potential Failure Mode Analysis (PFMA):

- At approximately the 50% stage of the design, FERC will require a PFMA of the proposed rehabilitation work.
- FERC will be provided with an electronic copy of the 50% Design documents and 50% Supporting Design Report two weeks prior to the PFMA meeting.
- A 1-day meeting will be held by the City Liaison, FERC, and Kleinschmidt to perform the PFMA. The meeting will be attended by Kleinschmidt's Project Manager and Senior Engineering Advisor.
- A brief PFMA – Design Report will be provided in electronic form for the City's submittal to FERC within 2 weeks of the review meeting.
- The construction documents will be summarily revised as needed to address the findings of the PFMA.
- Meetings
 - Kleinschmidt has budgeted for five, 1-day meetings with the City and regulating agencies to discuss the design and construction of the proposed rehabilitation work. The meetings will be attended by Kleinschmidt's Project Manager and minutes distributed as appropriate.

2.13 Task 23: Opinion of Probable Construction Costs (OPCC)

- Provide an OPCC for the rehabilitation work to be constructed. The OPCC will be provided with the 90% design review package.

2.14 Task 24: Project Administration

- Work associated with routine communications and discussions via telephone/e-mail with the City Liaison including invoicing and general administrative duties are considered Project Administration.
- During the design phase of the work, Kleinschmidt has budgeted 4 hours a week of the Project Manager's time to discuss the progress of work with the City Liaison via telephone, or if preferred, a brief e-mail can provide the pertinent information.
- Kleinschmidt has budgeted two, 1-day meetings with the City that are general in nature. The meetings will be attended by Kleinschmidt's Project Manager.

3.0 **SCOPE OF WORK: PHASE 4 – CONSTRUCTION OBSERVATIONS**

The proposed engineering services and associated estimate of engineering fees is based on the following assumptions:

- Construction Bids for Canal Headworks Rehabilitation work are received by December 24, 2021.
- Construction Contract issued by March 28, 2022.
- Onsite construction activities starting on May 30, 2022.
- Construction of the Canal Headworks Rehabilitation work takes 15 months (64 weeks) to complete, ending August 25, 2023 (excludes construction of the Trash Handling System).
- If Trash Handling System is to be constructed, add 39 weeks to the construction time, with construction ending May 30, 2024.

3.1 **Task 31: Bidding and Construction Contract Assistance**

- Kleinschmidt understands that the Rehabilitation of Canal Headworks work will be based on qualifications and open to public bidding. As such, Kleinschmidt will provide the City Liaison with a list of three to six Contractors who, in our opinion, have the experience and qualifications to perform the rehabilitation work.
- We assume that bids will be due 3 months after the Request or Bids is issued. Provide the services of the Project Manager to attend the pre-bid meeting with the general contractors, addressing technical questions that may arise during the bidding phase, and attend a meeting with the City to assist in the evaluation of the bids received for compliance with the technical specifications. Provide up to 80 hours of the Project Manager's time to assist the City with all work associated with Task 31.

3.2 **Task 32: QCIP, CTEAP, CPFMA**

- Quality Control and Inspection Program (QCIP):
 - Assist City and Contractor in the development of the QCIP for the Rehabilitation of the Headworks. The QCIP is required by FERC and the requirements are outlined in the *Engineering Guidelines*, Chapter VII. The QCIP is a compilation of the inspection and testing to be performed by the City/Kleinschmidt and the General Contractor. The document includes résumés of the inspecting personnel and other information from all three firms. The QCIP cannot be completed until a Contractor has been selected

(tentatively in 2022) and specific information is provided by the Contractor regarding their QC Program(s) and personnel. The technical specifications will outline the information needed from the Contractor, and Kleinschmidt will obtain the remaining information needed from the City Liaison. Kleinschmidt will prepare a draft of the QCIP based on the information obtained from all three firms, with the draft document reviewed by the Contractor and the City Liaison prior to submittal to FERC. FERC requires submittal of the QCIP 30 days before the start of construction.

- Temporary Construction Emergency Action Plan (TCEAP):
 - Assist City Liaison and Contractor in the development of the TCEAP which will be followed by all personnel on site. The TCEAP is required by FERC for projects where construction personnel are working downstream of or in cofferdams; the requirements are outlined in the *Engineering Guidelines*, Chapter VI. The TCEAP document cannot be completed until the Contractor has been selected (tentatively in 2022) because Contractor is the entity that needs to develop and manage the TCEAP. FERC requires submittal of the TCEAP 30 days before the start of construction.
- Construction Potential Failure Mode Analysis (CPFMA):
 - A CPFMA will be required by FERC. FERC will request the CPFMA in a letter issued to the City authorizing the City to proceed with construction. The authorizing letter is issued upon completion of FERC's review of the Construction Documents.
 - Kleinschmidt will schedule and coordinate the meeting with the attendees.
 - A 1-day meeting will be held by the City, FERC, Kleinschmidt, and the Contractor to perform the CPFMA. The meeting will be attended by Kleinschmidt's Project Manager, one of the Project Engineers (for note taking purposes), and the Resident Project Representative.
 - A brief PFMA – Design Report will be provided in electronic form for the City's submittal to FERC within 2 weeks of the CPFMA meeting.

3.3 Task 33: Shop Drawings

- Shop Drawing Review:
 - Kleinschmidt will review shop drawings generated specifically for the work along with other design information required by the technical specifications for the fabrication and installation of the systems and work associated with the Rehabilitation of the Headworks. Kleinschmidt

budgeted a total of 375 hours for the review of shop drawing submittals (Table 8).

- Headgate Cofferdam(s):
 - Contractor may elect to design and construct such a cofferdam upstream of the Headworks structure. The cofferdam could be constructed one time across the whole structure, or it could be constructed in stages.
 - The Contractor may elect to design and construct a cofferdam on the downstream side of the headworks structure, one that possibly braces against structure. The cofferdam could be constructed one time across the whole structure, or it could be constructed in stages.
 - FERC requires that the Licensee of the hydroelectric project (the City) approve the design of any Contractor designed water retaining structure. To that regard, Kleinschmidt will review the Contractor's design of water retaining structures and provide comments, recommendations or other information needed for the City to approve the design or for the Contractor to modify the design until approval can be given. Kleinschmidt budgeted a total of 96 hours (Table 8) for the review of submittals for upstream and/or downstream cofferdams.
- Lock Gate Cofferdams:
 - Kleinschmidt proposes to design the temporary bulkhead gate to be installed on the upstream side of the lock gate to allow its dewatering (see Section 2.5 – Task 14).
 - The Contractor with re responsible for the design and construction of the cofferdam to be placed in the lock gate on the downstream side of the lock gate.
 - Kleinschmidt will review the Contractor's design of water retaining structures and provide comments, recommendations or other information needed for the City to approve the design or for the Contractor to modify the design until approval can be given. FERC will require the City to review and approve the general contractor's design of the cofferdams; it is assumed that the City will require Kleinschmidt to perform the review on their behalf. Kleinschmidt budgeted a total of 20 hours for the review submittals for a downstream cofferdam (Table 8).

3.4 Task 34: Construction Observation

Proposed scope of work assumes that the Trash Rake System is not included as part of the Canal Headworks Remediation construction work. Task 41 is provided as an optional

work item to address monitoring associated with the construction of the Trash Handling System if the City decides to include the construction of the system as part of the Canal Headworks Remediation work.

- **Shop Visits:** Conduct up to four visits to the shop fabricating the gates, to observe fabrication progress and compliance with the contract documents. Kleinschmidt assumes that the gates will be fabricated within 4 hours travel of Columbia, South Carolina and 6 hours will be spent at the shop during each visit (up to 14 hours per visit, day trip). The first visit will follow the assembly but prior to full welding of the gates, with a follow-up visits after completion of the welding and prior to painting. The third visit will be held in reserve and performed if needed. It is proposed that Project Manager will conduct one of the shop visits, and the Project Engineer who designed the gates will conduct the other shop visits. Shop visits have not been proposed to observe the fabrication of the gate hoists.
 - A brief memorandum will be generated to document each shop visit, and telephone discussions. The memorandums will address the progress of work, conditions observed, problems encountered and associate resolution, and other points of interest/record. The memorandums will include progress photos of the fabrication/construction work. The memorandums will be submitted to the City Liaison in electronic form within 48 hours of the shop or site visit.
- **Monitoring by Resident Project Representative (RPR):** Provide the services of an RPR at the site to assist Kleinschmidt's Project Manager and to provide more extensive observation of Contractor's work. During the 64-weeks of construction the RPR will periodically visit the site to observe and monitor construction for compliance with the Construction Documents. The RPR will visit the site an average of 2 days a week during construction, or as directed by Kleinschmidt's Project Manager or the City Liaison, for 8-hours each inclusive of travel from Kleinschmidt's Offices in Lexington. The duties and responsibilities of the Resident Project Representative are as set forth in Attachment F.
- **Monitoring by Project Manager:** Provide site visits conducted by Kleinschmidt's Project Manager for 64-weeks. Each site visit is assumed to take 10-hours, inclusive of travel and follow-up memo. Site visits will include kick-off and final inspection, monthly visits to observe progress of work, two visits to assess the condition of the existing gates for reparability, and 6 additional visits to address problems encountered in the field. Within 24-hours of the site visit, the Project Manager will email the City Liaison a brief memo describing observations, findings, and recommendations.

- Weekly Conference Calls: Kleinschmidt's Project Manager and the RPR will participate in weekly 1-hour conference call with the City Liaison and contractor(s), and a weekly 1-hour conference call with the City and FERC. The RPR will provide minutes for each of the calls to the City Liaison for distribution to the Contractors and FERC.
- Routine Communications: Provide engineering services as needed for routine communications between Kleinschmidt personnel to address any problems that may arise during the construction work. For budget purposes, Kleinschmidt assumed 6-hours per week over the course of the construction period with 2 hours each for Kleinschmidt's Project Manager, the Project Engineer, and the RPR.
- Discussions with the City: Provide up to 2 hours per week of Kleinschmidt's Project Manager's time for discussions with the City Liaison and regulatory agencies via telephone.
- Construction Reports: Construction reports will be provided as follows:
 - Memos for shop visits, site visits, and conference call documentation as identified above for Construction Monitoring.
 - Monthly reports (15) addressing active fabrication and construction will be generated for submittal to FERC in compliance with their requirements (see Attachment E) and the QCIP. The reports will be provided to the City Liaison for review and submittal to FERC 7-days after the end of the construction month.

3.5 Task 35: Record Documents

- FERC Final Construction Report:
 - A final construction report will be generated for submittal to FERC in compliance with their requirements (see Attachment E). The report will be provided to the City Liaison in electronic form for review and submittal to FERC 90-days after the completion of construction.
- Record Drawings & Project Close Out:
 - One set of the Record Drawings will be provided in AutoCAD and PDF formats to reflect Record Drawing information and status. The Engineer's P.E. stamp will be placed only on the PDF version of the drawings with the PDF version considered to be the formal "sealed hard-copy" drawing. The drawings will be submitted one month after receipt of record drawing information to be provide by the contractor.
 - Assemble and close out Kleinschmidt's Project files and transfer to archives.

- Certification of Completion:
 - Upon substantial completion of the construction work, Kleinschmidt, as the Engineer of Record, will provide a letter confirming the work performed, is in accordance with design documents. The letter is required by FERC per 18 Code of Federal Regulation 12B,12-13; FERC will require a similar letter from the City.

3.6 Task 36: Project Administration

Work associated with routine communications and discussions with the City including invoicing and general administrative duties are considered Project Administration, assumed 1-hour per week. Meetings with the City Liaison or regulatory agencies to view and discuss the construction are assumed to be held concurrently with any of the site visits to be conducted by Kleinschmidt's Project Manager (see Phase 4, Task 34).

3.7 Task 41: (Optional) Additional Observation for Construction of Trash Handling System

Task 41 is offered as an option to the City if they secure funds and elect to construct the Trash Handling System (THS) in conjunction with the Canal Headworks Rehabilitation work. Due to the work involved to construct the THS, we assumed an additional nine months will be needed, increasing the total construction time from 15 to 24 months. The proposed scope of work for this task includes:

3.7.1 Shop Drawing Review

- Kleinschmidt will review shop drawings generated specifically for the work along with other design information required by the technical specifications for the fabrication and installation of the systems and work associated with the Rehabilitation of the Headworks. Kleinschmidt budgeted a total of 110 hours for the review of shop drawing submittals (Table 7).

3.7.2 Construction Observation

- Shop Visits: Due to the nature of fabrication of the trash rakes and the trash racks, we are not proposing to conduct any shop visits to observe the progress fabrication or compliance with the contract documents. The fabrication of the rakes and racks will be observed on site when being installed and each of the trash rakes will be tested to set up the control system and document their operation.

- Observations by Project Representative (RPR): The services of an engineer as the RPR to visit the site during the 39-week extension in construction for the Trash Rake System. Observation work to be performed is described in Section 3.4 – Task 34.
- Observations by Project Manager: Provide site visits conducted by Kleinschmidt's Project Manager during the 39-week extension in construction for the Trash Rake System. Work to be performed is described in Section 3.4 – Task 34. Work associated with Task 41 is for additional 9 monthly visits to observe progress of work.
- Weekly Conference Calls: Work to be performed is described in Section 3.4 – Task 34. Task 41 increases the construction work by 39-weeks.
- Routine Communications: Work to be performed is described in Section 3.4 – Task 34. Task 41 increases the construction work by 39-weeks.
- Discussions with the City: Work to be performed is described in Section 3.4 – Task 34. Task 41 increases the construction work by 39-weeks.
- Construction Report: Work to be performed is described in Section 3.4 – Task 34. Task 41 increases the construction work by 39-weeks.

3.7.3 Record Documents

- Record Drawings: Record drawings of Trash Rake System will be provided as described in Section 3.5 – Task 35.
- FERC Final Construction Report: The work of Task 41 will not impact the costs to generate the Final Construction Report described in Section 3.5 – Task 35.
- Certification of Completion: The work of Task 41 will not impact the costs to generate a Certification of Completion described in Section 3.5 – Task 35.

3.7.4 Project Administration

- Work associated with routine communications and discussions with the City including invoicing and general administrative duties are considered Project Administration assumed 1-hour per week as described in Section 3.6 – Task 36. Task 41 increases the construction work by 39-weeks.

4.0 COST OF SERVICES

Kleinschmidt will perform the Proposed Scope of Work for Phases 3 and 4, excludes construction of the Trash Raking System, for the estimated Engineering Fee (to nearest thousand dollars) as follows.

Engineering Design (Phase 3, Tasks 1-24), Table 4:	\$ 775,000	3,650 hrs
Construction Services, 2022 (Phase 4, Tasks 31-36), Table 5:	\$ 337,000	2,000 hrs
Construction Services, 2023 (Phase 4, Tasks 34-36), Table 6:	\$ 268,000	1,600 hrs

TOTAL \$ 1,380,000 7,250 hrs

Optional Work, Engineering Fees for Construction Services associated with the construction of the Trash Raking System (Phase 4, Task 41), Table 7:

TOTAL \$ 297,000 1,750 hrs

The work will be performed on an Hourly Rate plus Expenses basis. The Cost of Services is calculated using Kleinschmidt's Standard Rates. The estimate is not a fixed price or an upper limit. We will not exceed the estimated amount without first discussing the need with you and receiving your authorization to proceed. Tables 4 through 6 are breakdowns of the estimated Engineering Fee to perform the Proposed Scope of Work for the Design and Rehabilitation of the Canal Headworks Structures; Table 7 is offered as an option to the City if they secure funds and elect to construct the Trash Handling System (THS) in conjunction with the Canal Headworks Rehabilitation work. Attachments B through D contains subcontractor proposals.

MEETINGS, DELIVERABLES AND SCHEDULE

Table 1 lists engineering deliverables. Table 2 lists the engineering meetings with the City that are included in this Proposal. Table 3 lists key milestones corresponding to the engineering tasks identified in this Proposal.

5.0 TERMS AND CONDITIONS

The proposed Scope of Work will be performed on an Hourly Rate plus Expenses basis per the Terms and Conditions and Method of Payment of Contract DR4241 per Agreement for Engineering Services dated September 6, 2016 and PO #P160961 dated September 30, 2016. The estimated fee for engineering service is as summarized in Section 4 - Costs or Services

Billing rates will be per the 2021 through 2024, 2022 (preliminary), 2023 (tentative), and 2024 (preliminary) Billing Rates shown on Table 8. The billing rates for 2022 are preliminary with the rates of 2023 and 2024 considered tentative. The 2023 rates are 3.5% higher than those of 2022 and the 2024 rates are 3.5% higher than those for 2023. The invoices submitted for work performed will be based on the Billing Rates in effect the year that the work was performed.

We understand that we can proceed with the final design as long as we do not invoice more than \$222,000, the amount identified for Phase 3 – Engineering Design in Kleinschmidt” Proposal for Engineering Services, Rev 2, September 5, 2018, for which a notice to proceed was issue September 6, 2019. The authorization to proceed with work related to this Proposal for Engineering Services, Rev 3, will be forthcoming.

Special Terms and Conditions:

1. The subsurface investigations to be performed at the Canal Headworks Dike as described in Section 2.8 – Task 17 is located on property owned by Norfolk and Southern. The investigation work will not be started until the City has contacted and begun negotiations with Norfolk Southern regarding the proposed modifications to the Headwork’s Dike as described herein. To meet the proposed schedule for delivering construction documents for bidding purposes, the subsurface investigation work must be started by April 5, 2021.
2. The Headworks site contains utilities owned by the City of Columbia including a sanitary sewer main. The City of Columbia must mark the location of their utility lines on the project site prior to the commencement of the subsurface investigations.
3. Any standby time for the drilling of borings in support of the subsurface investigations due to delays caused by inaccessible boring locations at no

fault of Kleinschmidt or their subconsultant will be billed at \$300.00 per hour. Locked gates and/or denial of access would result in stand-by time accrual. Equipment malfunction and weather delays are at the subconsultant's risk.

4. City shall "hold Kleinschmidt harmless" for the future construction of elements not constructed as part of the Headworks Rehabilitation (i.e., the Trash Rake, Trash Racks, and Debris Container work identified as Task 41) if Kleinschmidt does not provide engineering services associated with construction observations of those elements as described by Task 41.

We appreciate the opportunity to assist you with the continuing work for the rehabilitation of the Columbia Canal Headworks. If you have any questions or are interested in any other services that we could provide to assist you with this or other projects, please call Hal Riddle at 803.384.7652. Please reference JN 3944006.02 *DR4241 Columbia Canal - Phase 3 and 4, Rehabilitation of Canal Headworks - Final Design and Construction Observation*, April, 2021 on the front of the document used to authorize the work. Please provide the authorizing documents to Hal Riddle, P.E. at Hal.Riddle@KleinschmidtGroup.com.

TABLES

TABLE 1

COLUMBIA CANAL

REHABILITATION OF CANAL HEADWORKS

PHASES 3 & 4 – FINAL DESIGN AND CONSTRUCTION OBSERVATION

DELIVERABLES

DRAWINGS (53 drawings)

Task 11 - Miscellaneous General Repairs: 1

Task 12 - Structural Stabilization & Bridge Deck Widening:

- Section 2.3.2 - Rock Anchors: 1
- Section 2.3.3 - Bridge Deck Widening: 3 (2 concrete, 1 handrail & safety fencing)

Task 13 - Headgates & Gate Operators:

- Section 2.4.1 - Headgates: 5 (gates, guides and sill, and gate operator support)
- Section 2.4.2: - Control System: 1
- Section 2.4.3:
 - Concrete Floor: 1
 - Existing Bulkheads for Headgates 1 & 4: 2
 - New Maintenance Bulkheads: 2

Task 14 - Lock Gate:

- Concrete Wall: 1
- Temporary Upstream Bulkhead: 2

Task 15 - Trash Rake, Trash Racks, & Debris Holding Area

- Section 2.6.1 - Trash Rake:
 - Trash Rake: 1 (general arrangement)
 - Elevated Structural Support for Trash Trough: 2
- Section 2.6.2 - Trash Racks: 5
- Section 2.6.3 - Debris Container: 5 (1 site plan, 2 concrete, 2 door details)

Task 16 - Electrical Work

- Single-line diagram
- Panelboard Schedules (2)
- Bill of Material
- Cable & Conduit Schedule
- Electrical Equipment Conduit & Grounding Plan

Task 17 - Headworks Dike Repairs:

- Sheet pile wall: 2-3
- Dike reconstruction: 3

Task 20 - Construction Documents: 10 (general arrangement and temporary construction)

SPECIFICATIONS: (23 sections)

Task 12, Section 2.3.2 - Rock Anchors: 1

Task 13 - Headgates & Gate Operators

- Headgates & Gate Operator: 1
- Control System: 2-3

Task 15, Section 2.6.1 - Trash Rake System: 1

Task 16 - Electrical Work (6)

- General
- Wire & Cable
- Raceway & Boxes
- Identification
- Panelboards
- Grounding & Bonding

Task 17 - Headworks Dike Repairs: 3

Task 18 - Cofferdams and Temporary Bulkheads: 1

Task 20 - Construction Documents: 10 (general section 1 specifications, concrete, steel & miscellaneous metals)

REPORTS & OTHER STANDALONE DOCUMENTS:

Task 17 - Headworks Dike Repairs:

- Drilling Plan for Borings for review and approval by FERC.
- Geotechnical report on subsurface investigations for report of Headworks dike and design of debris container.

Task 20 - Construction Documents:

- Document addressing Quality Control and Inspection Program during construction.
- Drawings and Specifications Issued for Bidding.
- Drawings and Specifications Released for Construction.

Task 21 - Permitting:

- Supporting Design Report (SDR): Design document for review and approval by FERC.
- Review Documents for Miscellaneous Agencies: Electronic copies of the SDR or drawings and specifications as needed for agency review and approval.
- Section 10 Navigable Waters Permit: Permit Application and Drawings to United States Army Corp of Engineers.

Task 22 - Review Submittals & Meetings:

- Design Potential Failure Mode Analysis Report.
- 30%, 60%, and 90% Design Review Package of drawings and specifications.

Task 23: Opinion of Probable Construction Costs:

- Opinion of Probable Construction Costs (provide with 90% design review package)

Task 32: QCIP, CTEAP, CPFMA:

- Document addressing Quality Control and Inspection Program during construction: Complete and finalize with Contractor's input, submit to FERC for approval.
- Temporary Construction Emergency Action Plan: Assist Contractor and finalize, submit to FERC for approval.
- Construction Potential Failure Mode Analysis Report.

Task 33: Shop Drawings:

- Process and return Shop Drawings.

Task 34: Construction Observation:

- Daily and monthly progress reports on construction. Monthly report to be submitted to FERC.
- Memos and reports on shop visits and assessment of construction.

Task 35: Record Documents

- FERC Final Construction Report, due 90-days after completion of construction.
- Record Drawings.
- Certification of Completion, due to FERC upon substantial completion of the construction work.

TABLE 2

COLUMBIA CANAL
REHABILITATION OF CANAL HEADWORKS
PHASES 3 & 4 – FINAL DESIGN AND CONSTRUCTION OBSERVATION

PROPOSED MEETINGS

Meeting dates yet to be determined.

DESIGN

Task 12, Section 2.3.2: Meet or discuss with the City Liaison the anchor loads needed to increase the stability of the Headworks structure and obtain concurrence regarding the flood event to be used in designing the anchors.

Task 15, Section 2.6.3: Meet or discuss with the City Liaison the City's preferences for debris container (concrete, or roll-off dumpster / semi-trailer).

Task 21 -Permitting:

- Railroad Encroachment Permit: Meet or discuss with the City Liaison and the railroad for rights-of-way and easements.
- Miscellaneous Discussions or Meetings in support of permit applications.

Task 22 - Review Submittals & Meetings:

- Potential Failure Mode Analysis of Design: Perform as 50% stage of design.
- 5 Miscellaneous Meetings with the City and regulating agencies to discuss the design and construction of the proposed rehabilitation work.

Task 24: Project Administration:

- 4 hours a week of the Project Manager's time to discuss the progress of work with the City Liaison.
- Two, 1-day meetings with the City that are general in nature.

CONSTRUCTION

Task 31: Bidding and Construction Contract Assistance

- Construction Pre-Bid Meeting.
- 80 hours of the Project Manager's time to assist the City with assessing bids.

Task 32: QCIP, CTEAP, CPFMA

- Construction Potential Failure Mode Analysis.

Task 34: Construction Observation:

- Site visits by Kleinschmidt's Resident Project Representative 3 times a week.
- Weekly construction meetings with Contractors and FERC.
- Monthly site visits by Kleinschmidt's Project Manager with addition 8 site visits by the Project Manager (1 each for kickoff and substantial completion of construction, 6 to address problems encountered in the field).
- Up to 2 hours per week of Kleinschmidt's Project Manager's time for discussions with the City Liaison and regulatory agencies via telephone.

TABLE 3

COLUMBIA CANAL
REHABILITATION OF CANAL HEADWORKS
PHASES 3 & 4 – FINAL DESIGN AND CONSTRUCTION OBSERVATION
MILESTONE SCHEDULE

Date	Milestone
January 4, 2021	Begin Phase 3 – Design (partial release, limited to expenditure of previously authorized amount of \$222,000 per September 6, 2019 Notice to Proceed with Phase 3, Tasks 1, 2, & 3)
May 1, 2021	Full Release of Phase 3 - Design
June 16, 2021	30% Design Review
July 27, 2021	50% Design Potential Failure Mode Analysis
August 18, 2021	60% Design Review
October 20, 2021	90% Design Review
November 4, 2021	Issue for Construction Bids
November 4, 2021	Submit Supporting Design Report to FERC for review and approval
January 4, 2022	Review Comments from FERC
February 24, 2022	Receive Construction Bids
May 28, 2022	Issue Construction Contract
July 30, 2022	Begin Onsite Construction Activities
October 25, 2023	Completion of Construction of the Canal Headworks Rehabilitation Work 15 months (64 weeks), excludes construction of the Trash Handling System.
July 30, 2024	(optional, if elected) Completion of Construction of the Canal Headworks Rehabilitation Work if construction of Trash Handling System is included 24 months (103 weeks)
90 days after completion of construction	Submit Record Documents

PROJECT BUDGET

Columbia Canal - Phase 3 & 4

Project Name: Rehabilitation of Canal Headworks

Project Manager: Hal Riddle

Project No. 3944-006-02-04

Proposal Date: Rev 03 - 01/2021

Rate Schedule: USD Standard

2021 Billing Rates

**TABLE 4
PHASE 3 - DESIGN**

Proposal Date: Rev 03 - 01/2021		Principal-in-Charge		Proj Mgr										Regulatory		Regulatory		Task Labor		Sub/Consultant Charge		Task Expenses		TOTAL	
Task No.	Task Description and Breakdown	Project Director PD	Senior Engineering Consultant EC	Senior Engineering Advisor EA	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC		
1 to 4	Services Provided 2017 - 2020	Aut. Scott \$235.00	Riddle, Hal \$214.00	Cyr. Paul \$235.00	DaLong, Lucas \$214.00	none	Mark Boucher \$157.00	Morris, James \$157.00	Coelling \$157.00	Alex \$157.00	Tasfil, Tony \$130.00	Shea, Chris \$98.00	Ave Rate \$112.00	Lairmer, Kelly \$235.00	Johnson, Jordan \$130.00	Assoc Scientist SA \$4	Project Director PD \$235.00	Senior Designer DA \$130.00	Senior Drafter DR \$98.00	Admin Staff AS \$112.00	Total Task Hours 369	\$66,614	10.0%	\$86,614	
11	Misc General Repairs Scoping migs & communica Aug 2017-May 2018 Misc discussions Internal & w/ City	0	10	8	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28	\$4,073	\$0	\$35	\$4,108
12	Stabilization & Bridge Deck Widning Stabilization Stability analyses Anchor Design Drawings, 1 Specifications, 1 QA/QC Deck Wicening Design Drawing, 2 QA/QC Misc discussions Internal & w/ City	0	9	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100	\$14,734	\$0	\$250	\$14,984
13	Headgates and Gate Operator Headgates Review background info Site visit Gate Design & disc w/ diver Guides, Support Beams, Operators Drawings, 4 Specifications, 1 QA/QC Gate Operator NFEI - Operator Controls & Power Supply Drawings & Specs, 1 dwg by KA Other Supporting Modifications Concrete floor, 1 drawing Existing Bulkhead mods, 2 drawings New maintenance bulkheads, 2 drawings QA/QC Misc discussions Internal & w/ City	0	77	29	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	429	\$85,685	\$44,000	\$35	\$109,720
14	Lock Gate Lock Gate Wall design Drawings, 1 QA/QC Temporary Bulkhead Design Drawing, 2 QA/QC Misc discussions Internal & w/ City	0	13	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	103	\$14,738	\$0	\$0	\$14,738

PROJECT BUDGET

Project Name: Columbia Canal - Phase 3 & 4
 Rehabilitation of Canal Headworks
 Project Manager: Hal Riddle
 Project No. 3944-005.02.04
 Proposal Date: Rev 03 - 01/2021

TABLE 4 PHASE 3 - DESIGN

2021 Billing Rates

Rate Schedule: USD Standard

Task No.	Task Description and Breakdown	Principal-in-Charge											Regulatory				Task Labor	Sub-Consultant Charge	Task Expenses	TOTAL
		Project Director PD	Senior Engineering Consultant EC	Senior Engineering Advisor EA	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Engineering Consultant EC	Senior Designer SD	Admin Staff AS	Project Director PD	Assoc Scientist SA				
15	2021 BILLING RATES	0	77	18	0	12	0	44	124	97	19	300	7	0	0	0	698	\$66,000	\$0	\$164,283
	Trash Rack, Trash Racks, & Debris Hold																			
	Trash Rack																			
	NFEI - Conceptual Design		16	8													24	\$66,000		\$5,304
	Design trash trough support		2														34			\$5,452
	Drawings, 2 general, 2 trash trough support		4														76			\$8,984
	Performance Specifications, 1		4														6			\$1,080
	QA/QC		2														10			\$1,820
	Trash Rack																			
	Design		4	2													54			\$9,318
	Drawing, 5		5														132			\$14,920
	Specifications, 1 [modified copy of standard street specification]		2														8			\$1,280
	QA/QC		2														18			\$3,212
	Design Container - concrete																			
	Drawing, 5 structural + 1 site		4	8													76			\$13,012
	Specifications, 1 [modified copy of standard concrete specification]		6														158			\$17,852
	QA/QC		2														8			\$1,280
	Misc discussions internal & w/ City		22														18			\$3,212
																	76			\$11,557
16	Electrical Work																			
	Upgrade Power Supply		13	2	14	0	76	0	0	0	3	64	4	0	0	0	176	\$0	\$0	\$25,290
	Drawings, 6 sheets - power dist.																83			\$10,118
	Specifications,																26			\$3,992
	QA/QC																4			\$856
	New Electrical Work																			
	Drawing, 1 sheet - lighting & recept.		4	2													16			\$2,040
	Specifications,																5			\$740
	QA/QC																4			\$856
	Misc discussions internal & w/ City & Utility		9														28			\$4,506
17	Headworks Dike Repairs																			
	Drawings, 3 by Kleinschmidt [access ramps]		39	8	0	0	0	8	0	0	4	80	2	0	0	0	141	\$86,350	\$35	\$106,587
	QA/QC		2														10			\$1,212
	Misc discussions internal & w/ City		4														21			\$3,450
	Sheet Sheet Pile wall and Dike Eng - F&ME																2			\$428
	Dwgs. 2-3 by F&ME [sheet pile & dike rebuild]																			
	Drawing Plan and Specifications, 3 [sheet pile & dike rebuild]		16														4			\$856
	QA/QC																67			\$8,518
	Misc discussions internal & w/ City		11	8													8			\$1,392
																	29			\$5,242
18	Cofferdams and Temporary Bulkheads																			
	Drawings, 10 (not already included in Tasks 11-19)		31	0	0	0	0	4	0	0	1	18	2	0	0	0	56	\$0	\$0	\$9,448
	Specifications, 1		8														26			\$3,520
	QA/QC		16														16			\$3,424
	Misc discussions internal & w/ City		7														10			\$696
																	4			\$1,806
20	Construction Documents																			
	Drawings, 10 (not already included in Tasks 11-19)		91	0	0	0	0	16	0	0	10	176	6	0	0	0	449	\$0	\$0	\$65,028
	Specifications, 10 (not already included in Tasks 11-19)		20														230			\$27,540
	QA/QC		48														149			\$25,904
	Misc discussions internal & w/ City		23														16			\$2,784
																	54			\$8,800



PROJECT BUDGET

Project Name: Columbia Canal - Phase 3 & 4
 Rehabilitation of Canal Headworks
 Project Manager: Hal Riddle
 Project No. 3944-006.02-04

Proposal Date: Rev 03 - 01/2021

Rate Schedule: USD Category 2022 Billing Rates

Principal-In-Charge Project Manager Resident Proj Rep

Task No.	Task Description and Breakdown	Project Director PD Autl. Scott \$243.00	Senior Engineering Consultant E6 Riddle, Hal \$221.00	Senior Engineering Advisor E7 Cyr. Paul \$243.00	Senior Engineering Consultant E6 \$221.00	Project Engineer E4 \$162.00	Project Engineer E2 \$138.00	Project Engineer E4 Mark Boucher \$162.00	Admin Staff A4 & A5 Ave Rate \$117.00	Total Task Hours	Task Labor	SubConsultant Charge	Task Expenses	TOTAL
31	Bid'g & Constr Contract Assistance Assistance, 2 site/office visits	0	80	0	0	0	30	0	0	8	\$23,476	\$0	\$69	\$23,545
32	QCIP, CTEAP, Construction PFMA Assume GC starts 4 wks after bidding QCIP TCAP CPFMA Misc discussions internal & w/ City	0	32	0	0	14	92	0	14	152	\$25,546	\$0	\$0	\$25,546
33	Shop Drawings For review of Trash Handling System, see Task 41 Shop Drawing Review Review of Contractor designed Headgate Cofferdam(s) Review of Contractor designed Lock Gate Cofferdam Misc discussions internal & w/ City	0	64	0	18	264	0	27	2	375	\$65,498	\$0	\$0	\$65,498
34	Construction Observation - 2022 Site Visits (30 week construction) Fabrication Shop visits, 4 @ 14h Resident Project Representative Site Visits (14) by Project Manager Weekly calls with City, Contractors, FERC Routine internal communications Discussions with regulatory agencies & City Construction Reports Memos of Shop & Site Visit FERC Monthly Construction Reports	0	342	0	0	140	798	0	24	1304	\$211,194	\$0	\$2,668	\$213,862
36	Project Administration Project Management	0	30	0	0	0	0	0	15	45	\$8,385	\$0	\$500	\$8,885
	TOTAL	0	548	0	18	526	812	27	63	1,994	\$334,099	\$0	\$3,237	\$337,336



PROJECT BUDGET

Project Name: Columbia Canal - Phase 3 & 4
Rehabilitation of Canal Headworks
Project Manager: Hal Riddle
Project No. 3944-006.02-04

Proposal Date: Rev 03 - 01/2021

USD
Rate Schedule: Category 2023 Billing Rates

TABLE 6
PHASE 4 - 2023 CONSTRUCTION

Proposal Date:																						
Task No.	Task Description and Breakdown	Project Director	Senior Engineering Consultant	Senior Engineering Advisor	Project Engineer	Project Engineer	Project Engineer	Senior Drafter	Project Engineer	Admin Staff	Total Task Hours	Task Labor	SubConsultant Charge	Task Expenses	TOTAL							
		PD	E6	E7	E4	E2	D3	E4	A4 & A5													
	2023 BILLING RATES	Ault, Scott \$252.00	Riddle, Hal \$229.00	Cyr, Paul \$252.00	\$168.00	\$143.00	\$121.00	Mark Boucher \$168.00	Ave Rate \$120.00		1362	\$225,766	\$0	\$1,518	\$227,284							
34	Construction Observation - 2023	0	332	0	60	886	0	60	24													
	Site Visits (34 week construction)																					
	Resident Project Representative		120			544																
	Site Visits (13) by Project Manager		68			90																
	Weekly calls with City, Contractors, FERC		68		60	60		60														
	Routine internal communications		68																			
	Discussions with regulatory agencies & City		68						10													
	Construction Reports																					
	Memos of Shop & Site Visit																					
	FERC Monthly Construction Reports		8			192			14													
35	Record Documents	0	22	0	0	90	88	0	14	214	\$30,236	\$0	\$0	\$30,236								
	FERC Final Construction Report		8			60			5	73	\$11,012											
	Record construction drawings		4			30	80			114	\$14,886											
	Revise FERC Lic Dwg (1)		1				8			9	\$1,197											
	Project Close Out		8						8	16	\$2,792											
	Certification of Completion		1						1	2	\$349											
36	Project Administration	0	34	0	0	0	0	0	17	51	\$9,826	\$0	\$500	\$10,326								
	Project Mangement		34						17	51	\$9,826		\$500									
	TOTAL	0	388	0	60	976	88	60	55	1,627	\$265,828	\$0	\$2,018	\$267,846								



PROJECT BUDGET

Project Name: Columbia Canal - Phase 3 & 4
Rehabilitation of Canal Headworks

Project Manager: Hal Riddle

Project No. 3944-006.02-04

Proposal Date: Rev 03 - 01/2021

Rate Schedule: Category USD
2023 Billing Rates

Principal-in-Charge
Project Manager
Resident Proj Rep

Task No.	Task Description and Breakdown	Principal Consultant F1 Ault, Scott \$261.00	Senior Engineering Consultant E6 Riddle, Hal \$237.00	Senior Engineering Advisor E7 Cyr, Paul \$261.00	Project Engineer E4 \$174.00	Engineer E2 \$148.00	Designer D3 \$125.00	Admin Staff A4 & A5 Ave Rate \$125.00	Total Task Hours	Task Labor	SubConsultant Charge 10.0%	Task Expenses	TOTAL
2024 BILLING RATES													
33	Shop Drawings Shop Drawing Review Misc discussions internal & w/ City	0	20 16 4	0	0	88 80 8	0	0	2	\$20,302 \$17,712 \$2,590	\$0	\$0	\$20,302
34	Construction Observation - 2023-2024 Site Visits (39 week construction) Resident Project Representative Site Visits (9) by Project Manager Weekly calls with City, Contractors, FERC Routine internal communications Discussions with regulatory agencies & City Construction Reports Memos of Shop & Site Visit FERC Monthly Construction Reports	0	323 90 78 78 60	0	0	78 624 117 78	1055	60	28	\$257,263 ----- \$92,352 \$21,330 \$35,802 \$43,602 \$15,470 ----- ----- \$36,351	\$0	\$1,656 \$1,346 \$311	\$258,919
Included as part of Site Visit work													
35	Record Documents Record drawings	0	4 4	0	0	0	10 10	30 30	0	\$6,178 \$6,178	\$0	\$0	\$6,178
36	Project Administration Project Management	0	39 39	0	0	0	0	0	19 19	\$11,618 \$11,618	\$0	\$0	\$11,618
	TOTAL	0	386	0	0	166	1065	90	49	\$295,361	\$0	\$1,656	\$297,017

Following identifies the services proposed for performing the Optional Task 41

TABLE 8

COLUMBIA CANAL EMBANKMENT REPAIR SERVICES PHASES 3 & 4 – REHABILITATION OF CANAL HEADWORKS FINAL DESIGN AND CONSTRUCTION OBSERVATION

KLEINSCHMIDT ASSOCIATES 2021 THROUGH 2024 RATES (USD)

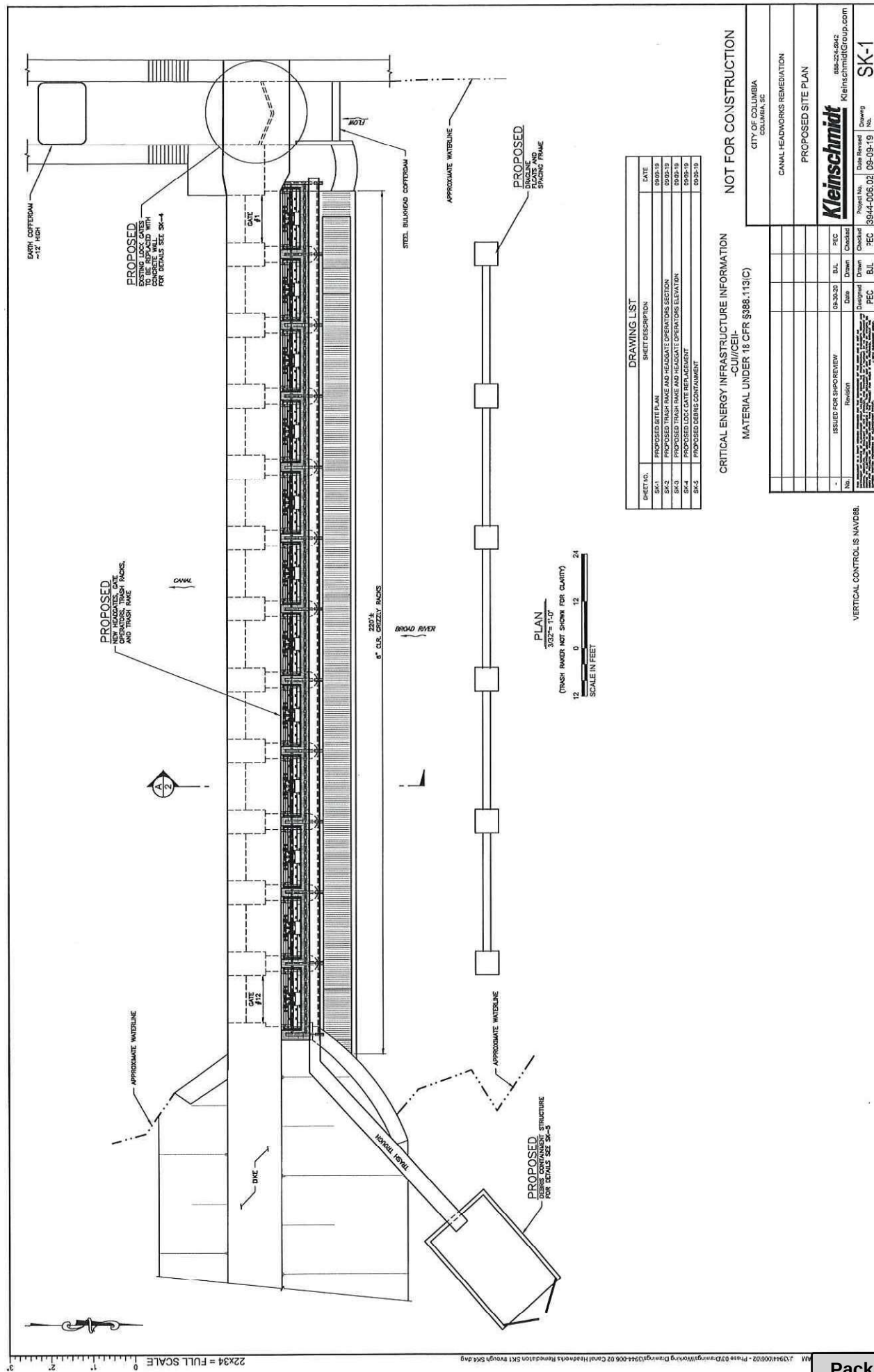
LABOR CATEGORY	2021 HOURLY BILLING RATE	2022 HOURLY BILLING RATE (PRELIMINARY)	2023 HOURLY BILLING RATE (TENTATIVE)	2024 HOURLY BILLING RATE (TENTATIVE)
SENIOR MANAGERS/CONSULTANTS				
Principal Consultant F1	\$240.00	\$243.00	\$252.00	\$261.00
ENGINEERS				
Senior Engineering Advisor E7	\$235.00	\$243.00	\$252.00	\$261.00
Senior Engineering Consultant E6	\$214.00	\$221.00	\$229.00	\$237.00
Senior Engineer E5	\$174.00	\$180.00	\$186.00	\$193.00
Project Engineer E4	\$157.00	\$162.00	\$168.00	\$174.00
Engineer E3	\$145.00	\$150.00	\$155.00	\$160.00
Staff Engineer E2	\$133.00	\$138.00	\$143.00	\$148.00
Engineer Technician/Intern E1	\$100.00	\$104.00	\$108.00	\$112.00
LICENSING COORDINATORS/PLANNERS				
Senior Regulatory/Planner Advisor L/P7	\$230.00	\$238.00	\$246.00	\$255.00
Senior Licensing Coordinator/Planner L/P6	\$185.00	\$191.00	\$198.00	\$205.00
Project Licensing Coordinator/Planner L/P5	\$151.00	\$156.00	\$161.00	\$167.00
Licensing Coordinator/Planner L/P4	\$134.00	\$139.00	\$144.00	\$149.00
Staff Licensing Coordinator/Planner L/P3	\$115.00	\$119.00	\$123.00	\$127.00
Associate Licensing Coordinator/Planner L/P2	\$98.00	\$101.00	\$105.00	\$109.00
Licensing Coordinator/Planner Technician L/P1	\$79.00	\$82.00	\$85.00	\$88.00
Licensing Intern L/P0	\$63.00	\$65.00	\$67.00	\$69.00
SCIENTISTS				
Senior Science Advisor S7	\$225.00	\$233.00	\$241.00	\$249.00
Senior Scientist S6	\$183.00	\$189.00	\$196.00	\$203.00
Project Scientist S5	\$150.00	\$155.00	\$160.00	\$166.00
Scientist S4	\$130.00	\$135.00	\$140.00	\$145.00
Staff Scientist S3	\$114.00	\$118.00	\$122.00	\$126.00
Associate Scientist S2	\$90.00	\$93.00	\$96.00	\$99.00
Scientist Technician S1	\$77.00	\$80.00	\$83.00	\$86.00
Field Technician S0	\$58.00	\$60.00	\$62.00	\$64.00
PROJECT AND PROGRAM MANAGEMENT				
Program Director PD	\$235.00	\$243.00	\$252.00	\$261.00
Senior Project Manager PM2	\$225.00	\$233.00	\$241.00	\$249.00
Project Manager PM1	\$195.00	\$202.00	\$209.00	\$216.00
Senior Support Staff A7	\$185.00	\$192.00	\$199.00	\$206.00
Project Controller A6	\$133.00	\$138.00	\$143.00	\$148.00
Senior Project Coordinator or Administrator / Accountant A5	\$120.00	\$124.00	\$128.00	\$132.00
Project Coordinator / Accountant A4	\$105.00	\$109.00	\$113.00	\$117.00
Project Support Staff A3	\$92.00	\$95.00	\$98.00	\$101.00
Associate Administrative Staff A2	\$78.00	\$81.00	\$84.00	\$87.00
Office Assistant A1	\$70.00	\$72.00	\$75.00	\$78.00
DESIGNERS/DRAFTERS				
Lead Designer D5	\$140.00	\$141.00	\$150.00	\$155.00
Senior Designer D4	\$130.00	\$135.00	\$140.00	\$145.00
Designer D3	\$113.00	\$117.00	\$121.00	\$125.00
Senior Drafter D2	\$98.00	\$101.00	\$105.00	\$109.00
Drafter D1	\$85.00	\$88.00	\$91.00	\$94.00

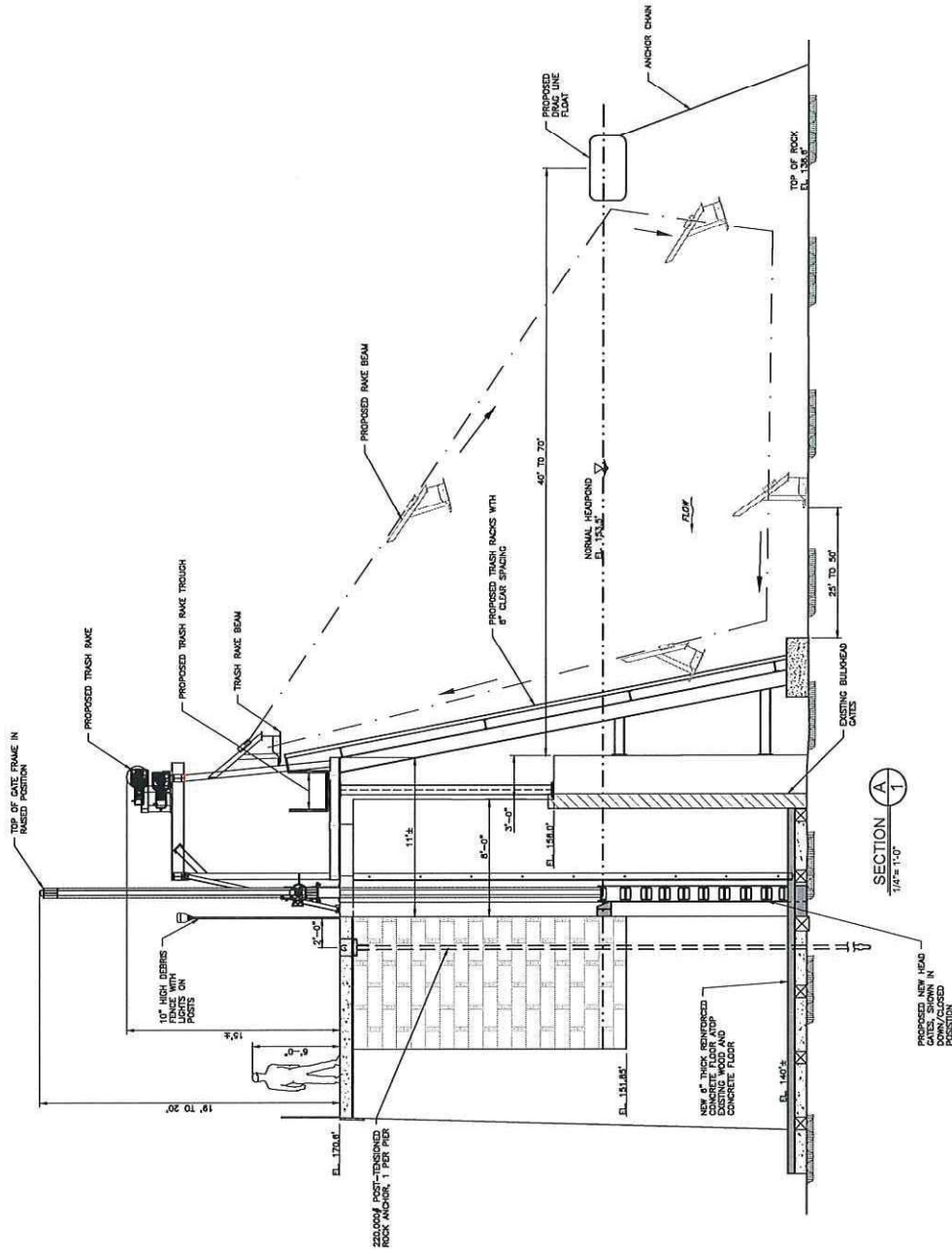
Billing Rate Multiplier, as of 12/31/2019 actual: 3.36 (Direct Labor + Payroll Taxes & Benefits + Overhead) x Profit
Multiplier Breakdown:

Direct Labor:	1.00
Payroll Taxes, Benefits, Retirement:	0.46
Overhead:	1.57
Profit:	1.11

ATTACHMENT A

CANAL HEADWORKS REHABILITATION DRAWINGS (5)

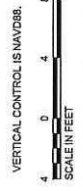


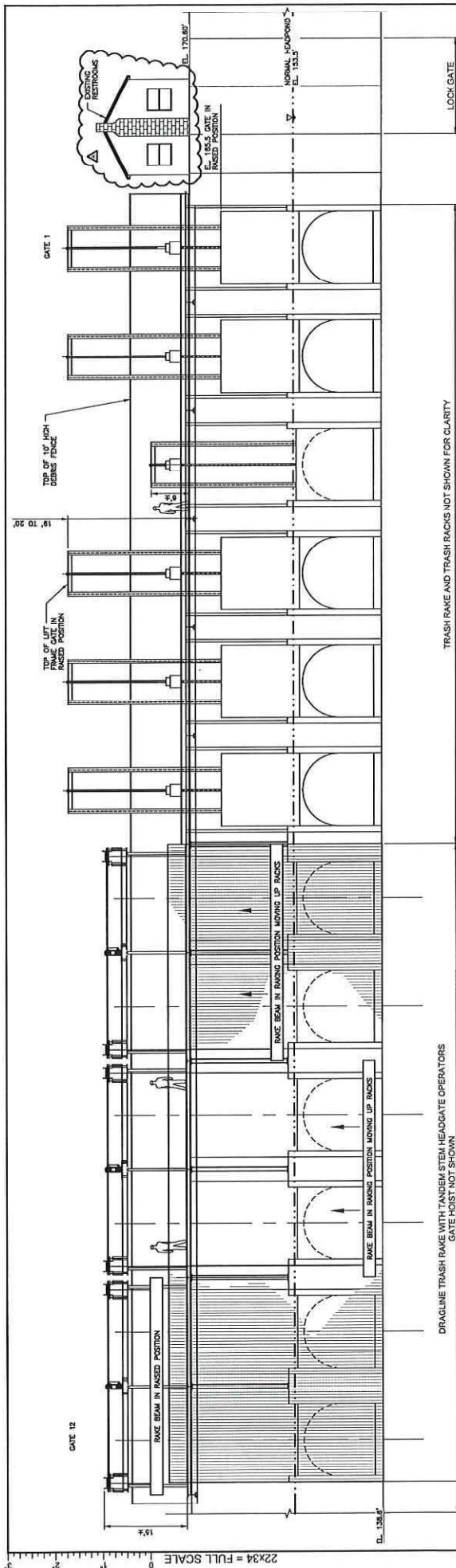


CRITICAL ENERGY INFRASTRUCTURE INFORMATION
-CUI/CEII-
MATERIAL UNDER 18 CFR §388.113(C)

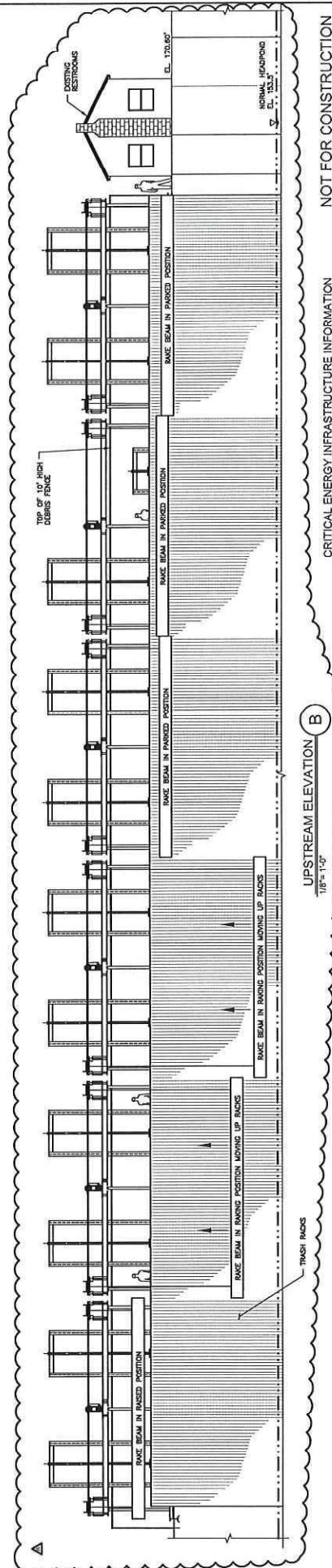
NOT FOR CONSTRUCTION

CITY OF COLUMBIA COLUMBIA, SC		CANAL HEADWORKS REMEDIATION	
		PROPOSED TRASH RAKE AND HEADGATE OPERATORS SECTION	
		Kleinschmidt 884-224JPCS KleinschmidtGroup.com	
No.	ISSUED FOR SHPC REVIEW	08-03-20	PEC
Rev.	Revision	Date	Drawn
		Designed	Checked
		PEC	B.L.
Project No.	3944-006.02	Date Revised	09-09-19
Drawing No.			SK-2





UPSTREAM ELEVATION A
1/8" = 1'-0"



UPSTREAM ELEVATION B
1/8" = 1'-0"

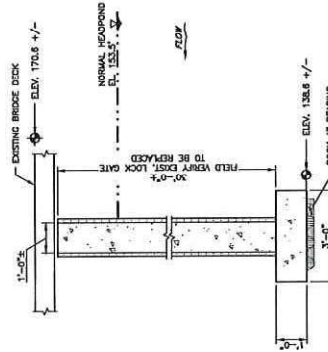
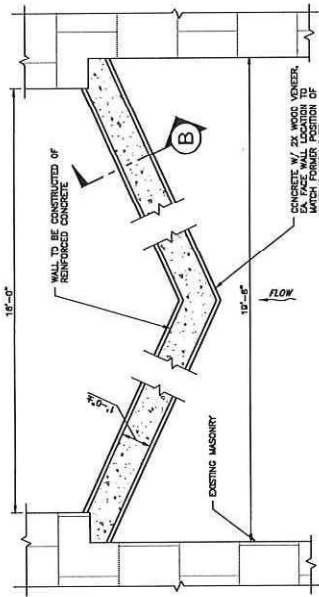
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MATERIAL UNDER 18 CFR §388.113(C)

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CITY OF COLUMBIA
COLUMBIA, SC

CANAL HEADWORKS REMEDIATION	
PROPOSED TRASH RAKE AND HEADGATE OPERATOR ELEVATION	
Kleinschmidt	
888-224-5942 KleinschmidtGroup.com	
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VERTICAL CONTROL IS NAVD83.
SCALE IN FEET
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SECTION B
1/2" = 1'-0"



CRITICAL ENERGY INFRASTRUCTURE INFORMATION
-CLJ//CEIL-
MATERIAL UNDER 18 CFR §388.113(C)

NOT FOR CONSTRUCTION

MATERIAL UNDER 18 CFR §388.113(C)		CITY OF COLUMBIA COLUMBIA, SC		CANAL HEADWORKS REMEDIATION		PROPOSED LOCK GATE REPLACEMENT DETAILS		Kleinschmidt 888-254-2642 KleinschmidtGroup.com			
No.	ISSUED FOR SHOP REVIEW Revision	Date	08-30-20	B.L.	Drawn	Checked	PEC	Project No. 3844-006.02	Date Revised 09-09-19	Drawing No.	SK-4

VERTICAL CONTROL IS NAVD83.



ATTACHMENT B

PROPOSAL FOR WORK SUBCONTRACTED TO NORTH FORK ELECTRIC



NORTH FORK ELECTRIC, INC.

ELECTRICAL / MECHANICAL CONTROL

ESTIMATE

Project: Provide assistance for the design of headgates and intake systems for the City of Columbia's (City) Canal Headworks Structure (Headworks).
 Estimate #: KA ColumbiaIntake12821-5
 Reference KA RFP# 3944006.02
 Date: January 28, 2021

SECTION 1. SCOPE

North Fork Electric Inc. (NFEI) offers to supply consulting services for the Kleinschmidt Associates (KA) designed replacement headgates, headgate actuators, intake designs, trash rake and handling systems and various controls and electrical systems for the Columbia Canal Headworks.

NFEI work will include the following:

1. Work to aid KA to develop designs and specifications;
2. Work with KA to develop AutoCAD compatible drawings for:
 - a. Headgate mechanical actuator systems including mounting / attachment to KA's headgate;
 - b. General arrangement drawings for the headgates, trash racks, support structures, trash rake and collection systems;
 - c. Electrical power, 3-line elementary;
 - d. Electrical control panel including VFD and auxiliary components;
 - e. Local operator control stations;
 - f. Typical PLC specifications for a future SCADA interface.

SECTION 2. WORK BY OTHERS

KA and others will be responsible for all final designs and specifications. KA will be solely responsible for all design loads, operating speeds, suitability for site conditions and structural analysis.

PRICE ESTIMATE \$ 100,000.00

SECTION 3. TERMS AND CONDITIONS

Terms of payment - Progressive invoices
 This quote is valid for 30 days.

Authorized signature

President, North Fork Electric Inc.



January 26, 2021

VIA ELECTRONIC MAIL

Mr. Andy Feimster
North Fork Electric, Inc.
1309 Wille Brown Road
Crumpler, NC 28617

Request for Proposal
Columbia Canal Headworks
Consulting Services

Dear Andy:

As discussed, we wish to secure your services to assist us with the design of rehabilitation modifications to the Columbia Canal Headworks. The design of the modifications is to be performed in 2021 with construction occurring in 2022. The construction of the rehabilitation modifications must be bid competitively because the City of Columbia (City) will use federal or state funds to perform the work.

The rehabilitation modifications are to include the replacement of all the headgates and gate operators, upgrade of electrical services to support same, replacement of the lock gates, and restoration of the dike on the east side of the headworks. The proposed headgates are to be operated using the pull-pull screw jack operation that you developed.

In addition, Kleinschmidt is to design the trash racks and a debris containment system that will support the installation and operation of your Dragline Trash Rake (racks, containment, and rake collectively referred to as the debris handling system DHS). The DHS will not be constructed in 2022 as part of the rehabilitation modifications work because the City of Columbia has not been able to secure funds for its construction. While the DHS will not be constructed in 2022, Kleinschmidt's design of the rehabilitation modifications must be taken into consideration the layout and structural requirements for the DHS so that the City could install/construct the DHS in the future.

REQUESTED SCOPE OF WORK

Kleinschmidt is requesting your assistance with our design of the headgates and operators, and your input on design for trash racks and the debris handling system as follows:

- 1) All drawings shall be provided in AutoCad and PDF formats, all specifications will be provided in word and PDF formats.
- 2) Trash Raking System:
 - a) Provide recommendations on the slope of the trash racks to be designed by Kleinschmidt. The racks are intended to be of the grizzly type with a 6-inch bar spacing. We would like to install the racks as steep as possible. Review and provide opinion on Kleinschmidt's conceptual layout options on how the trash rake deck is to be installed atop the headwork's structure and interfaces with the trash rake system.
 - b) Provide drawing(s) showing a conceptual layout of your Dragline Trash Rake including the sluice trough and associated pumps (collectively the trash rake system, TRS) needed to

discharge debris into a container located on the upstream side of the Headworks Dike. The layout should be based on the drawings, photographs, and design sketches we provided to you via email on January 26, 2021. We are not requesting a design or detailed drawings of the TRS. We are requesting drawing(s) that show the arrangement and horizontal and vertical dimensions of the TRS, along with the hoist loads needed for Kleinschmidt to design the structural elements needed to support all elements of the TRS. The layout of the trash rake should be sufficient to allow the installation of a monorail that can be used to install sectionalized maintenance bulkheads at the upstream side of the headworks structure.

- c) Any centralized controls and power distribution to the rakes will be located in a weatherproof enclosure tentatively located over the discontinued lock at the west end of the Headworks Structure. Provide dimensional information on the size of the weatherproof enclosure needed to house the controls and other equipment used to operate the TRS. Power and control conduits should extend across the top of the trash rake machine. Controls allowing manual operation of the rakes should be located at the individual machine per your normal equipment supply. Ultimately the rakes may be remotely monitored and operated via a SCADA system to be designed and fabricated, at some future date, by others as part of the rehabilitation of the hydroelectric plant; the control system should be capable of being integrated into the SCADA system.
- d) Provide a performance specification for your TRS that the City can utilize in the future for the bidding and construction of the DHS. A price for the design, fabrication, and installation of the TRS is not required.
- e) The geometry and type of container used to hold debris discharged by the TRS has not yet been decided. The container could consist of a 40-cubic yard roll-off dumpster or a 50 to 90-cubic yard end dump semi-trailer, either parked on a concrete pad; or a fixed containment structure which would hold 150 to 200 cy of debris. As part of your design services, we request your thoughts and ideas regarding the options identified and their operability; ultimately the debris container must interface and operate well with the TRS.

3) Pull-Pull Screw Jack Headgate Operating System (HOS):

- a) Review and offer your ideas and opinions on Kleinschmidt's conceptual design of the headgate, gate guide frame, connections of gate stems to screw jack operator, and yoke used to support the HOS.
- b) Based on design loading conditions and gate weight and other operational information needed to design the HOS as provided by Kleinschmidt, size the screw jack operator and provide your opinion as to the operating and stall loads of the screw jack hoist. The screw jack hoists are to be operated using a variable speed drive and it is intended that the drives minimize stall loads transferred to structural supporting elements. Kleinschmidt will use the operating and stall loads to design the gate stems and connections to the gate, and yoke used to support the HOS.
- c) Provide a performance specification and drawings as needed to allow the design and fabrication of the screw jack and associated controls and electrical components needed to operate and control the HOS. Provide dimensional information on the size of the weatherproof enclosure needed to house the controls and other equipment used to operate the HOS. Controls allowing manual operation of the gates should be located at the individual gate. Ultimately the gates may be remotely monitored and operated via a SCADA system to be designed and fabricated by others as part of the rehabilitation of the hydroelectric plant;

Mr. Andy Feimster
January 26, 2021

3.

the control system should be capable of being integrated into the SCADA system. Backup power will be provided by the City via a portable power generator that will be connected to the weatherproof enclosure tentatively located over the discontinued lock at the west end of the Headworks Structure.

We understand that you do not normally offer your design services as a standalone product; the design services you normally provide are included as part of your manufacture and installation of the trash raking and headgate equipment you sell. For the design assistance that Kleinschmidt is requesting of NFEI, we hold you harmless and wave any requirements for you having to provide liability insurance for services rendered.

Please provide us with a proposal by April 5, 2021. In your proposal, please reference Kleinschmidt JN 3944006.02. We anticipate issuing a contract for the work within two weeks of receipt of your proposal, with drawings of the trash rake within 30 days of date of contract.

Sincerely,

KLEINSCHMIDT ASSOCIATES



Paul E. Cyr, P.E.
Project Engineer

PEC:pec

Attachments: Reference information and photographs provided separately via email on January 26, 2021;
J:\3944\006\02 - Phase 03\Docs\TRASH RAKE\Refer Info

J:\3944\006\02 - Phase 03\Proposal\2020\Subconsultant\NFEI\002.RFP Columbia Canal Consulting Services from NEFI.docx

ATTACHMENT C

PROPOSAL FOR WORK SUBCONTRACTED TO CHAO ENGINEERING



January 27, 2021

Mr. William (Hal) Riddle, PE
Project Manager
Kleinschmidt Associates
204 Caughman Farm Lane, Suite 301
Lexington, SC 29072

Sent via: Hal.Riddle@Kleinschmidtgroup.com

Re: Proposal for Surveying Services
Columbia Canal Headworks
Kleinschmidt JN 3944006.02

Dear Mr. Riddle;

We appreciate the opportunity to provide a proposal for the following surveying services in connection with the above referenced projects. The following is our scope of work and associated fees:

Scope:

- Perform a topographic survey of an area 150' wide by 350' long as located on the attached drawing.
- Perform a topographic survey of an area approx. 300' x 350' encompassing the existing maintenance building and fenced storage area to 50' downstream of the fence and extend from the centerline of the rail road tracks to the waters edge.
- Locate the existing building and fenced in parking area.
- Provide five (5) point elevations on the upstream edge of the bridge deck over the headworks structure where shown on the attached drawing.
- Set two (2) benchmarks for construction use approximately where shown on the attached drawing.
- Provide an AutoCAD and .pdf copy of the drawing generated. Combine the requested information with the existing topographic survey prepared by Chao dated 12/02/2016.

Fee: \$3,500

Fees listed above are lump sum and include estimated reimbursable expenses.



Kleinschmidt JN 3944006.02
Canal Headworks Survey

If the above fee is acceptable, please signify your acceptance by signing & dating in the space provided below and returning a copy to us. We will commence our work upon receipt.

As always we appreciate this opportunity and look forward to working with you. Should you have any questions or comments please feel free to contact me.

Sincerely,
Chao and Associates, Inc.

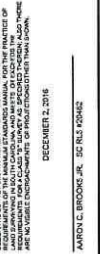


Gerald A. Lee, PE
Director of Civil Engineering

Attachment: Scope Drawing

Approved:

Date



ATTACHMENT D

PROPOSAL FOR WORK SUBCONTRACTED TO F&ME



January 7, 2021

Hal Riddle, PE
Project Manager
Kleinschmidt Associates, Inc.
204 Caughman Farm Ln Suite 301
Lexington, SC 29072

Reference: Proposal for Design of Remedial Modifications
Columbia Canal Headgate Replacement
Kleinschmidt Project Number: 3944006.02
FME Proposal: 2021003

Dear Mr. Riddle:

F&ME Consultants, Inc. (FME) is pleased to provide this proposal for geotechnical and structural design support for remedial modifications to the dike on the east (land) side of the Columbia Canal headworks. Generally, the project will be modifications to the portion of the dike that is below elevation 170 feet MSL between the headworks and Norfolk Southern Railroad. The project also includes a new debris flume and new debris containment structure.

Information about the project was obtained in a December 18, 2020 e-mail from Hal Riddle of Kleinschmidt Associates, Inc. (Kleinschmidt) to Andy Whitfield and Shawn Epps of FME. The e-mail included a request for proposal pdf file (RFP). The RFP described the requested scope of work from FME and included two drawings. One drawing was V1.0 by Chao & Associates, Inc. the other was SK-5 by Kleinschmidt.

SCOPE OF WORK

- a) FME will contact South Carolina 811 (SC811) and request utility marking. FME is not responsible for damage to unmarked and/or incorrectly marked utility lines. It is incumbent upon Kleinschmidt to confirm that the City of Columbia marks its underground utility lines in the area including a sanitary sewer main that bisects the project area.
- b) FME will coordinate with Norfolk Southern for permission to drill in its right-of-way. FME coordination efforts will include obtaining right-of-entry, purchasing railroad protective liability insurance (through Norfolk Southern), and hiring a Norfolk Southern Flagman.
- c) FME will provide a Drilling Program Plan (DPP) for Kleinschmidt and/or the City of Columbia to submit to FERC for review and approval.



- d) FME proposes to advance four (4) Standard Penetration Test (SPT) borings. Borings will be extended to auger refusal which is expected to be between elevation 137 feet MSL and 150 feet MSL. One (1) boring will be in the dike, one (1) boring will be performed in the footprint of the proposed debris containment structure, and two (2) borings will be performed along the proposed sheet pile abutment wall alignment. SPT sampling will be performed in 2-foot intervals in the top ten feet and at 5-foot intervals below ten feet in the SPT borings.
- e) Four (4) SPT borings and/or hand auger borings will be conducted in the planned debris haul road. Pavement borings will be extended to ten (10) feet below the ground surface or auger refusal, whichever is shallower. Dynamic cone penetrometer (DCP) blow counts will be obtained in 1-foot intervals throughout the depth of each hand auger boring if hand augers are performed. SPT sampling will be performed in continuous 2-foot test depth intervals if SPT drilling is performed.
- f) Groundwater measurements will be obtained at the time of borings. Bore holes will be backfilled with a Portland Cement grout and bentonite slurry after water measurements are made.
- g) FME will select hand auger and SPT samples for laboratory testing. Twenty-four (24) samples will be selected for grain size analysis, natural moisture content, and Atterberg limits testing. Three (3) Shelby tube samples will be obtained from the boring in the dike. FME will perform a pin-hole dispersion and a crumb test on each tube sample.
- h) FME will collect a one (1) bulk soil sample in the new pavement area. This bulk soil sample will be tested for California Bearing Ratio (CBR) value determination.
- i) FME will provide a geotechnical report that will include a summary of the field exploration procedures, description of encountered soil stratigraphy, boring logs, laboratory test data reports, groundwater measurements, and boring plan. The report will be provided in Word and .pdf and will also include the following:
 - o Site preparation recommendations for dike modifications and haul road;
 - o Grading and fill placement recommendations for dike modifications and haul road;
 - o Shallow foundation recommendations for debris containment structure;
 - o Pavement thickness recommendations for haul road; and
 - o Static slope stability analysis of two (2) dike cross-sections (4 RocScience SLIDE models) with headpond elevation of 170 feet MSL and canal pool elevation of 153 feet MSL. The "input deck" for SLIDE will be included.
- j) FME's deliverables will also include drawings and details to be incorporated into Kleinschmidt's design documents. The following will be included as FME's deliverables:

- One or more cross-section details that shows how holes in the dike shall be filled after root balls are removed
- Two or three structural drawings for the sheet pile abutment wall. Drawings are expected to include notes sheet, plan sheet, and details sheet.
- Drawings will be provided in AutoCAD and .pdf format.

Fee

FME proposes to provide the above scope of services for the **lump sum fee of \$75,000.**

The subsurface exploration and railroad coordination portion of the fee amounts to \$39,000. The balance is for engineering and drawing development. The fee assumes Railroad Protective Liability (RPL) insurance can be purchased through Norfolk Southern for not more than \$5,000. Norfolk Southern could dictate that RPL insurance must be purchased through a third-party which would result in RPL insurance costs on the order of \$25,000. FME has not priced the risk of third-party RPL insurance. A change order or increase in fee will be needed if Norfolk Southern does not provide an option to FME to purchase RPL insurance through Norfolk Southern.

Any standby time due to delays caused by inaccessible boring locations at no fault of FME will be billed at \$300.00 per hour. Locked gates and/or denial of access would result in stand-by time accrual. FME equipment malfunction and weather delays are FME's risk and are included in the lump sum fee.

Assumptions and Limitations

- a) The site may contain privately owned utilities in the area of the proposed borings. Private utility locating is not proposed and FME is not responsible for damage to unmarked and/or incorrectly marked utility lines. The site does contain utilities owned by the City of Columbia including a sanitary sewer main. Kleinschmidt must confirm the City of Columbia marks City owned utility lines on the project site.
- b) The site will be accessible to FME's field crew between 7AM and 6PM Monday through Saturday.
- c) FME will locate the borings by measuring from existing structures and comparing to aerial images or with Trimble GPS equipment. Test locations will be offset from the locations shown on the boring location plans where conflicts exist with obstructions and/or utilities. FME's measurements based on aerial images and/or Trimble GPS equipment may not be accurate and FME's measurements should not be considered as an equal to surveying by a registered surveyor. Surveying is not included in FME's scope of work.
- d) Exploration for contaminated soil, rock and/or groundwater is not included.

- e) Seismic stability and earthquake induced ground motions were not requested and are specifically excluded from FME's slope stability analysis, sheet pile abutment wall design, and debris containment foundation recommendations.
- f) FME's fee for railroad right-of-way access assumes Norfolk Southern will allow FME to obtain Railroad Protective Liability RPL insurance from Norfolk Southern. FME's fee does not include the potential that Norfolk Southern may require FME to obtain RPL coverage from a third-party carrier. RPL insurance coverage from a third-party carrier is expected to be significantly more expensive and would result in an additional fee to cover the cost.
- g) FME's slope stability analysis is limited to the section of the dike (soft structure) between the east end of the Columbia Canal headworks and the Norfolk Southern railroad track. FME will select the critical cross-sections to be analyzed. Slope stability analysis of the railroad embankment is not included. Seismic stability analysis of slopes is not included. Analysis of hard structures like the headworks is not included.
- h) FME assumes the sheet pile abutment wall will be at the location and dimensions shown on SK-5. If the final wall alignment differs from the alignment shown on SK-5 and/or if the stick-up height exceeds 2 feet plus allowance for 4 feet of erosion, then FME's scope and fee may need to be adjusted at FME's discretion to reflect the new design criteria.
- i) The RFP references questions by FERC in the Potential Failure Mode Analysis (PFMA) relative to slope stability under a maximum headpond elevation of 170 feet MSL and downstream pool elevation of 153 feet MSL in the canal channel. FME will attempt to directly address the questions if the PFMA and questions are provided to FME.
- j) Slope stability analysis will be performed according to Chapter 4 of FERC Engineering Guidelines assuming a Low Hazard Dam classification.
- k) FME will be provided survey drawings by Chao & Associates, Inc. and grading plans by Kleinschmidt in AutoCAD (.dwg file) for use in developing FME's details and drawings. Also, Kleinschmidt will select the sheet pile wall alignment and provide FME with top of wall and bottom of wall elevations at points along the wall.

Thank you for the opportunity to propose. FME understands that Kleinschmidt will issue a contract to FME if Kleinschmidt elects to accept this proposal.

Sincerely,
FME



Andy Whitfield, PE
Senior Geotechnical Engineer

ATTACHMENT E

REQUIREMENTS FOR FERC MONTHLY CONSTRUCTION REPORT

Enclosure 2: Licensee Guidance for Preparing Construction Reports

MONTHLY CONSTRUCTION REPORTS

When mobilization for construction commences, the FERC requires monthly reports to provide timely information on construction progress. At a minimum, include the information described below with supporting photographs. In cases where there is nothing to report under a specific heading, note that the item is not applicable for the report period.

1. Progress of Work. Provide a brief narrative description of construction activities and related events during the reporting period. Report major items of work which reflect overall progress, rather than detailed statistical information.
2. Status of Construction. Describe the status of progress, as related to the original schedule and quantity estimates of items such as: (1) excavation for tunnels, structures, and roadways; (2) embankment, concrete, and other materials placed; (3) installation of machinery and equipment; (4) reservoir clearing; (5) necessary relocations; and (6) installation or construction of recreation, fish, and wildlife facilities. Furnish construction schedules and progress charts. Report the status of construction in terms of percent physically complete and percent of contract time elapsed. Provide an appraisal as to whether work is proceeding at such a rate as to indicate completion within the specified contract time. If not, give the reasons why and estimate a revised completion date.
3. Construction Difficulties. Describe unanticipated construction difficulties which could significantly increase project costs and/or affect job progress such as latent conditions, serious job accidents, floods, labor difficulties, quantity overruns, material shortages, and similar events.
4. Contract Status. Identify principal contractors and subcontractors engaged on the work. Describe any special expertise or equipment possessed by contractors.
5. Critical Events and Dates. Report important items and events such as dates of river diversion, start and completion of construction, tunnel closure, initial unit testing, and date of initial commercial generation for each unit.
6. Reservoir Filling. Prior to filling, provide the anticipated schedule and procedures for filling. During filling, note the date of initiation of reservoir filling, filling progress, and the performance of instrumentation installed to reflect structural conditions as affected by reservoir level, such as weir measurements of seepage and flows from wet spots. Report the date maximum normal reservoir level is attained.

-5-

7. Foundations. Report specifically on foundation conditions, foundation preparations, the type of material and conditions of placement. Include photographs and descriptions of the foundation areas that have been uncovered. Uncovering of foundation areas may reveal faults, cracks, and other conditions which require special treatment. In such cases, comment on the corrective measures utilized. Include with the construction report copies of any special reports on the foundations or treatment. During excavation for major structures such as dams, powerhouses and tunnels, map the foundation for record purposes.
8. Sources of Major Construction Materials. Provide information on the sources of major construction materials. Include all materials and equipment that may have an important bearing on the safety and efficiency of the project works, such as: aggregate cement, hydraulic control equipment, turbines and generators, etc. Include a plan of the project area showing the location of borrow areas and/or quarries.
9. Materials Testing and Results. Include periodic summaries of tests on concrete specimens and results of all tests. Field control tests that fail to meet specifications and as a result of which an area was reworked, shall be reported. Reference tests to ASTM or other applicable standards.
10. Instrumentation. Include the schedule for installation and the program for reading the instrumentation during construction. Provide pertinent construction monitoring instrumentation readings along with action/threshold values in monthly reports. Before filling the reservoir, the Licensee must develop and furnish a schedule for monitoring the instrumentation.
11. Photographs. At the outset of construction, establish several photographic vantage points to use for periodic progress photographs to document progress. Include progress photos in monthly reports along with detailed photographs to record significant elements of the work. Date and caption each photo in the report.
12. Erosion Control and Other Environmental Measures. Include a discussion of erosion control and other measures and their effectiveness. Describe all instances where sediments or other construction discharges entered the stream(s), the extent of the discharges, an assessment of any damage to the stream(s) and corrective actions taken, including measures to prevent further problems.
13. Other Items of Interest. Note here events not reported elsewhere in the inspection report. Typical items are meetings of boards of consultants, matters requiring continuing or follow-up action, public relations, job safety, important visitors, changes in job management, environmental problems, abnormal weather events, etc.

-6-

Report significant events involving interested government agencies such as the U. S. Forest Service, Fish and Wildlife Service, Corps of Engineers, State and county highway and health authorities, State and Federal industrial safety enforcement organizations, and recreational and conservationist groups.

FINAL CONSTRUCTION REPORTS

Submit a final construction report within 90 days from the completion of work. Include all construction information pertinent to dam safety. Include a summary of each of the applicable sections indicated below. Present test results in tabular form with applicable standards for conciseness. Omit sections that are not applicable. Include construction difficulties under sections where it applies.

1. General. Briefly present the reason for construction and description of work with dates of beginning and end of construction. Include reservoir drawdown and filling dates.
2. Foundations. Present condition of foundation (faults, etc.) When uncovered, and foundation treatment. Attach foundation mapping.
3. Embankments. Describe the construction equipment, type of materials used in filters and fills. Attach gradation and compaction requirements and all test results.
4. Concrete work. Describe construction equipment and materials, include all concrete and grout test results. Describe surface treatments.
5. Anchors. Summarize drilling operations. Include boring logs; results of water pressure tests; anchor design calculations, design loads, specification; results of grout test; results of proof and performance tests; and summary of acceptance criteria.
6. Instrumentation. Present plots of existing instrumentation readings during the construction, if the readings are affected. Include details and plan of calibration/reading of all new instrumentation. The installation of new instrumentation requires an update to the Dam Safety and Surveillance Monitoring Plan (DSSMP). Provide a plan and schedule to update the DSSMP.
7. Drawings. Attach as-built drawings reduced in size to 8.5"x11" or 11"x17". Include plan, section and details of the structure affected by the new work. Also include any new instrumentation on plan and section drawings.

ATTACHMENT F

**DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT
REPRESENTATIVE**

ATTACHMENT F

DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

A. Kleinschmidt shall furnish a Resident Project Representative (“RPR”) to assist Kleinschmidt’s Project Manager (PM) in observing progress and quality of the Construction Work (Work). The RPR may, as described in the scope of work for Phase 4 – Construction Oversight, provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR, Kleinschmidt shall endeavor to provide further protection for The City against defects and deficiencies in the Work. However, Kleinschmidt personnel shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Work nor shall Kleinschmidt personnel have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the site, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of construction for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR as Kleinschmidt’s agent at the site, will act as directed by and under the supervision of the PM, and will confer with the PM regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with the PM and Contractor, the PM will direct the RPR on keeping The City’s Liaison or Agent (City Liaison) advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with City Liaison with the knowledge of and under the direction of the PM.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with PM concerning acceptability.

3. *Conferences and Meetings:* Attend conferences and meetings with Contractor, City Liaison, PM, and regulatory agencies such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*

- a. Serve as the PM’s liaison with Contractor, working principally through Contractor’s superintendent, assist in providing information regarding the intent of the Contract Documents.

- b. Assist the PM in serving as The City’s liaison with Contractor when Contractor’s operations affect The City’s on-site operations.

- c. Assist in obtaining from The City additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to the PM when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the PM.

6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report such suggestions, together with RPR's recommendations, to the PM. Transmit to Contractor in writing decisions as issued by the PM.

7. *Review of Work and Rejection of Defective Work:*

a. Conduct on-site observations of Contractor's work in progress to assist the PM in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to the PM whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the PM of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

8. *Inspections, Tests, and System Startups:*

a. Consult with the PM in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate City personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to the PM appropriate details relative to the test procedures and systems start-ups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to the PM.

9. *Records:*

a. Maintain orderly electronic files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, the PM's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.

b. Generate and track any Quality Action and Nonconformance Reports. The nonconformance process will be initiated if a quality situation exists that could not be resolved

at the point of installation and requires follow-up action. As soon as generated, the RPR will copy any Quality Action and Nonconformance Reports to the PM and the City Liaison.

c. When present on the site, prepare a daily inspection report recording Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, site visitors, daily activities, decisions, observations in general documented with photographs and or sketches, and specific observations in more detail as in the case of observing test procedures and the Project's Quality Control and Inspection Program; and send copies to the PM and the City Liaison.

d. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation and Record Documents.

10. *Reports:*

a. Furnish monthly reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals. The monthly reports will be suitable for submittal to FERC in compliance with their requirements (see Attachment E) and the Project's Quality Control Inspection Program

b. Draft and recommend to the PM proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to the PM and the City Liaison copies of all inspection, test, and system start-up reports.

d. Immediately notify the PM and the City Liaison of the occurrence of any site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any constituent of concern.

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to the PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to the PM for review and forwarding to the City Liaison prior to payment for that part of the Work.

13. *Completion:*

- a. Participate in a Substantial Completion inspection by the PM, the City Liaison, and Contractor, and assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection by the PM, the City Liaison, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to the PM concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Kleinschmidt's authority as set forth in the Agreement or the Contract Documents between Kleinschmidt and The City and between The City and Contractor.
- 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents or as directed by the PM.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of The City or Contractor.
- 6. Issue a Stop Work Order to the Contractor or subcontractor on only the RPR's authority. For technical issues associated with the Work, the RPR will, on a case by case basis, be given the authority to issue a Stop Work Order. The authority for the RPR to issue a Stop Work Order may be granted only after the RPR has contacted the City Liaison or the PM and explained why Work should be stopped.
- 7. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by the PM.
- 8. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 9. Authorize the City to occupy the Project in whole or in part.



Department/Division Name
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

July 23, 2021

TO: Teresa Wilson
City Manager

FROM: Andrea Bolling, PE
Deputy Director of Engineering

RE: 2021 Waterline and Hydrant Indefinite Delivery Contracts

The Engineering Department was tasked with assisting the Utilities Department with addressing the repairs of existing waterlines due to a large number of vacancies. It was determined that Indefinite Delivery Contracts (IDC) with multiple contractors, serving as an extension of staff, able and ready to complete the repairs was the best path forward.

The Engineering Department developed a Request for Qualifications (RFQ) in August 2020 for repair work to be performed on City waterlines and hydrants. There are 8 mentor protégé teams on the City of Columbia's approved contractors list. This RFQ was distributed to these 8 teams. The submittals were reviewed and rated based on knowledge of the system, experience, and availability.

The following contractors were selected to be short listed:

Carolina Tap and Bore,
GH Smith Construction Company,
LAD Construction, and
Lake Murray Utilities Company.

Council issued approval for these contracts at the November 17, 2020 Council meeting. The initial purchase order amount for GH Smith Construction was \$250,000. The contract has a term of one year with the option to renew for two additional one year terms. The current contract expires on December 10, 2021.

At the May 18, 2021 Council meeting, Council approved an additional \$200,000 for GH Smith.

ColumbiaSCWater.Net



The table below provides the original contract amount, the additional funds that were approved in May 2021, the total billed to date, and the remaining balance, as of the most recent pay applications that have been received.

Contractor	Original Contract	Amendment	Total Billed to Date	Amount Remaining
GH Smith Construction Company	\$250,000	\$200,000	\$203,803	\$246,197

GH Smith Construction Company is continuing the repair or replacement work to the waterlines, hydrants, and the associated restoration.

The contract amendments for Carolina Tap and Bore, LAD Construction, and Lake Murray Utilities Company were approved at the July 20, 2021 Council meeting. Council is being asked to approve the amendment to the contract for GH Smith Construction Company at the August 3, 2021 Council meeting in the amount of \$400,000.

A one-year contract renewal request will be forthcoming for Council approval in late October or early November 2021. A new RFQ will be sent out spring 2022 to the 8 mentor protégé teams on the approved contractors list.

Contract Amendment #2

Indefinite Delivery Contract (IDC) for Waterline/Hydrant Leaks Restoration Services

Columbia Water Preapproved Contractors Listing

GH Smith Construction, Incorporated

July 6, 2021

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and GH Smith Construction, Incorporated (Contractor) executed December 3, 2020 (Agreement) to amend the not to exceed contract amount, modify the task order administration process, and to increase the contract amount for Fiscal Year 2021 - 2022 for additional leak and hydrant repair work, as described below:

This amendment modifies *Section 6. Compensation, A.* of the agreement, revising the statement: *"The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Two Hundred Fifty Thousand Dollars and No/100 (\$250,000.00)"* to read *"The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Seven Hundred Fifty Thousand Dollars and No/100 (\$750,000.00) for each Fiscal Year."*

This amendment deletes *Section 6. Compensation, B. Task Order Administration* of the agreement in its entirety and replaces it with *Section 6. Compensation, B. Project Administration* as provided in Attachment A attached hereto.

This amendment also provides funding for Fiscal Year 2021 – 2022, increasing the contract amount as represented within the table below.

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 (Fiscal Year 2020 – 2021; Purchase Order# P187183):	\$250,000.00
Amendment #1 (Cost Increase/Addition; Purchase Order# P187183):	\$200,000.00
Current Contract Amount:	\$450,000.00
This Contract Amendment #2 (Administrative Modification; Cost Increase /Addition Fiscal Year 2021 – 2022; Requisition# R210902):	\$400,000.00
Revised Contract Amount:	\$850,000.00

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

GH Smith Construction, Incorporated

Karen S. McLane

Print Name

Karen S. McLane

Signature

7-8-21

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM


 Legal Department City of Columbia, SC
 7/7/2021

Attachment A**6. COMPENSATION****B. Project Administration:**

The City will consider the Contractors effort and workload capacity at the time the proposed projects are identified to determine their ability to handle the work

Competition will be obtained among the Contractor(s) as projects are identified. However, there may be circumstances when it is not feasible to compete all projects. There may also be instances when the City will not compete projects based on factors where the effort represents a logical follow-on to an existing order that was previously competed.

Projects shall be within the scope of the awarded contract, issued within the period of performance, and be within the maximum value of the contract.

Projects shall not be artificially divided to circumvent procurement regulations.

Project requirements may be grouped for inclusion of several projects by geographical location of work needed. This does not and will not provide geographical preference to the Contractors; but the City will take into consideration work in the same geographical areas/locations within the scope of the Contract.

Upon approval of a project award, an email notification will be issued with the notification for commencing work, including a copy of the final approved bid form.

The total period of performance for any Indefinite Delivery Contract (IDC) will be a base period of one (1) year with an option to extend two (2) additional one-year periods at the mutual pleasure of both parties. The period of performance for the individual projects will be identified in the task order.

OBO MPP Change Order/Amendment Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment are required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

Contractor: GH Smith Construction, Inc.

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors/Subconsultants Amount	Subcontractors/Subconsultants Percentage
Original Contract:	\$ 450,000.00	\$ 360,000.00	80.0%	\$ 90,000.00	20.0%	\$ 0.00	0.0%
2022 Amendment (Increase):	\$ 400,000.00	\$ 320,000.00	80.0%	\$ 80,000.00	20.0%	\$ 0.00	0.0%
Revised Contract:	\$ 850,000.00	\$ 680,000.00	80.0%	\$170,000.00	20.0%	\$ 0.00	0.0%
Current Contract Status:							
WM4599:	\$ 90,880.00	\$ 72,880.00	80.2%	\$ 18,000.00	19.2%	\$ 0.00	0.0%
WM4611:	\$ 125,470.00	\$ 105,470.00	80.0%	\$ 20,000.00	20.0%	\$ 0.00	0.0%
Totals to Date:	\$ 216,350.00	\$ 178,350.00	82.4%	\$ 38,000.00	17.6%	\$ 0.00	0.0%

MPP Project#/Name: 2022 Hydrant-Waterline Repairs

Change Order #: 01 (Ex: 01, 02)

Change Order/Amendment Amount: \$400,000.00

Amendment Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*) : ☒ Yes ☐ No

Adding \$400,000.00 to the Contract for the Fiscal Year 2021/2022.

Change Order/Amendment Type:

1. ☐ **Time Extension – New End Date:** _____ (Please sign & return form if no cost)
2. ☐ **Change of Subcontractor:** _____ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

3. ☒ **Funding Increase – Amount** (Please continue on to questions A & B below)
4. ☐ **Funding Decrease – Amount** (Please continue on to questions A & B below)

A. Will protégé be performing any work within this change order? ☒ Yes ☐ No (If no, skip to B)

- **Amount of Change Order/Amendment to be received by the protégé:** \$80,000.00
- **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

Water Main Repairs, Fire Hydrant Repairs, Water Service Renewals, and construction services as indicated in the approved Implementation Plan for this Project. Mentor must insure that the Protégé meets the 20% (\$170,000.00) required goal for both FY 2020/2021 and FY 2021/2022 in FY 2021/2022.

B. If Protégé will not be providing any services on this change order/amendment, please indicate why in the box below:

5. Revised scope of work

Adding \$400,000.00 to the Contract for the Fiscal Year 2021/2022 to cover New Water Breaks and Fire Hydrant Repairs. Mentor must insure that the Protégé meets the 20% (\$170,000.00) required goal for both FY 2020/2021 and FY 2021/2022 in FY 2021/2022.

By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by *David McLane* (Mentor Firm) this 8 day of July 2021.

By: *Karen S. McLane* Title: *Assist. Sec*

Firm Name: *BH Smith Construction, Inc*

EXECUTED by *Carol Smoak* (Protégé Firm) this 8 day of July 2021.

By: *Carol Smoak* Title: *Owner*

Firm Name: *Smoak Construction LLC*

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase contract amendment. The original project contract amount was \$450,000.00. The original amount received by the protégé was \$90,000.00, or 20% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is \$850,000.00. The protégé will receive \$170,000.00 or 20% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 8 day of July, 2021.

By: *Latonya B Germany* Title: Program Compliance Specialist

*This information is only required if the amendment is greater than \$50,000, and the amendment must be approved by the City Council.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

MENTOR PROTÉGÉ PROGRAM Implementation Plan for IDC's

Date: 5/5/21

IDC Project Name & Project Number: WM4605 Water Leaks & FH 2020 Batch 4

Mentor: GH Smith Construction Inc

Protégé: Smoak Construction LLC

Total Project Contract Amount: \$450,000.00 (\$250,000 previously approved + \$200,000 additional)

Mentor Amount: \$360,000.00

Mentor % of Total Contract: 80%

Protégé Amount: \$90,000.00

Protégé % of Total Contract: 20%

Duration of the Project: _____

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

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

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

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

Per our plan in place each company will handle each repair on their own.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

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

Mentor:

Each company will use their own equipment and manpower. GH Smith will handle insurance and bond. We will call in locates and handle billing

Protégé:

Smoak is able to handle these on their own without supervision but will report to us with status.

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

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?
none		

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

a. Description of Mentor's responsibilities on project:
Coordinate who will do which ones—billing.

b. Description of Protégé responsibilities on project:
Doing repair work on their own—purchase own materials use own equipment.

c. Description of responsibilities that will be completed as a team: Just coordinate via phone on each one



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

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

EXECUTED by GHSmith Const. (Mentor Firm) this 5 day of May 2021.
Corporate SEAL

By: [Signature]
Title: V. Pres.
Firm Name: GHSmith Const. Inc.

ATTEST:
By: [Signature]
Title: Assist. Sec.

EXECUTED by Smoak Const. LLC (Protégé Firm) this 5 day of May 2021.
Corporate SEAL

By: [Signature]
Title: Owner
Firm Name: Smoak Const.

ATTEST:
By: [Signature]
Title: Owner

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 7 day of
May 2021.

By: [Signature]

Water Distribution and Maintenance

Materials current under contract on the CIP

FY 2022 Calculated Estimated Meter Needs

AMI Meters 5/8"x3/4" to 2"	Storeroom Material ID	Manu. Desc./Part#	Qtys	Unit Cost	SubTotal	Tax	Total w/ tax
5/8"x3/4" Model 25 Meters w/Orion LTE-M Endpoints	WA-180/5/8"x3/4" AMI	Badger Model 25 AMI	3,300	\$ 138.50	\$ 457,050.00	\$ 36,564.00	\$ 493,614.00
1" Model 55 Meters w/Orion LTE-M Endpoints	WA-180/1 AMI	Badger Model 55 AMI	160	\$ 184.00	\$ 29,440	\$ 2,355.20	\$ 31,795.20
1 1/2" Model 120 Meters w/Orion LTE-M Endpoints	WA-180/1 1/2 AMI	Badger Model 120 AMI	40	\$ 346.00	\$ 13,840	\$ 1,107.20	\$ 14,947.20
2" Model 170 Meters w/Orion LTE-M Endpoints	WA-180/2 AMI	Badger Model 170 Ami	60	\$ 475.00	\$ 28,500	\$ 2,280.00	\$ 30,780.00
Badger 3" E-SEREIS METER	WA-180/3 E-Series	Badger 3" E-Series Meter	1	\$ 1,525.00	\$ 1,525.00	\$ 122.00	\$ 1,647.00
WA-180/4 E-SERIES	WA-180/4 E-SERIES	BADGER 4" E-SERIES METER	20	\$ 1,850.00	\$ 37,000.00	\$ 2,960.00	\$ 39,960.00
Orion LTE-M Endpoints If extra are ordered then they go in as a separate Material ID listed to the right	WA-188/ORION LTE-M	Badger Orion LTE-M Endpoint	600	\$ 75.00	\$ 45,000.00	\$ 3,600.00	\$ 48,600.00
Total					\$ 612,355.00	\$ 48,988.40	\$ 661,343.40



4545 W Brown Deer Road
 PO Box 245036
 Milwaukee, Wisconsin 53224-9536
 414-355-0400 | 800-876-3837
www.badgermeter.com

July 9, 2019

Carol A Sforza
 Warehouse & Inventory Manager
 City of Columbia
 Wastewater Management
 PO Box 147
 Columbia, SC 29217

**RE: RFP001-18-19-CW-ECM, Advanced Metering Infrastructure
 Contract Pricing Extension**

Dear Ms. Sforza:

Badger Meter, Inc. (Badger Meter) will cordially extend the AMI Contract pricing on all Badger Meter products throughout the contract period from February 25, 2019 until February 28, 2022 to the City of Columbia for purchases made in support of expansion and growth of the City's distribution system. In order to place a purchase order, please work with Santiago Speranza and he will work with our Customer Care Team to fulfill your orders.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 ext. 12728 or via email at bids@badgermeter.com. If you would like to place a purchase order, please contact Santiago Speranza at 414-371-5817 or via email at ssperanza@badgermeter.com.

We appreciate the opportunity to support your metering needs.

Sincerely,

BADGER METER, INC.


 Korrine L. Fleming
 Assistant Secretary



CITY COUNCIL

July 20, 2021 at 2:00pm

Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

26.36 acres S/S Technology Circle; TMS# 17200-02-11

Council District:	1
Proposal:	Request to annex the property and assign a land use classification of Employment Campus (EC) and zoning of Office and Institutional District (C-1) at the time of annexation. The property is currently classified as Economic Development Center/Corridor and zoned GC by Richland County.
Applicant:	South Carolina Research Authority / Hillpointe, LLC
Staff Recommendation:	Approval
PC Recommendation:	05/03/2021; Approval (9-0)
ZPH, 1 st Reading:	07/20/2021; Pending
2 nd Reading:	08/03/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 26.36 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
Current County Land Use Classification: Economic Development Center/Corridor
Proposed City Land Use Classification: Employment Campus (EC)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Office and Institutional District (C-1)
Census Tract: 114.04

DETERMINATION FOR CITY SERVICES

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

Police

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve the proposed 290 units would be **approximately \$40,000 per year**, based on calls to similar multifamily developments within the City limits.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

Multifamily apartment complexes are generally not served by the Solid Waste Division.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

Any proposed development on the annexed property would result in 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 located within a designated Secondary Area in the Urban Service Area plan. A 290-unit multifamily development is proposed for this site, though it bears mentioning that neither an annexation nor a map amendment are tied to any specific site plan. The estimated real estate tax revenue generated for the City would be **approximately \$130,000 per year**, based on the taxable value of similar multifamily developments.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: $((\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0938))$. The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Secondary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Secondary Areas are those areas where 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 classification for the subject property is Employment Campus (EC) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Economic Development Center/Corridor by Richland County.

These are areas dedicated to concentrations of employment uses, including professional services, research and development, and light production facilities. They are often designed in parks, with internal street networks.

extensive green spaces, and large format buildings. These campuses are most often found at the urban edge and require large tracts of land. These campuses are comprised primarily of office buildings, including corporate offices, medical or professional offices, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill with more supporting uses, such as multi-family residential or retail/entertainment uses, is encouraged, with access to multimodal transit stops in and near the employment campus.

Primary Types

- Office/Services Medium to High-rise
- Flex Medium to Extra Large

Secondary Types

- Multi-family Mixed-use Medium & High-rise
- Parking Structures

Tertiary Types

- Single-family Attached
- Multi-family Small to High-rise
- Commercial Small to Extra Large
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned Office and Institutional District (C-1). Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the North and East and OI to the South.

The proposed City of Columbia zoning district is Office and Institutional District (C-1).

Office and Institutional District (C-1)

The C-1 district is intended to accommodate office, institutional, and certain types of residential uses in areas whose characteristic is neither general commercial nor exclusively residential in nature. Certain related structures and uses required to serve the needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

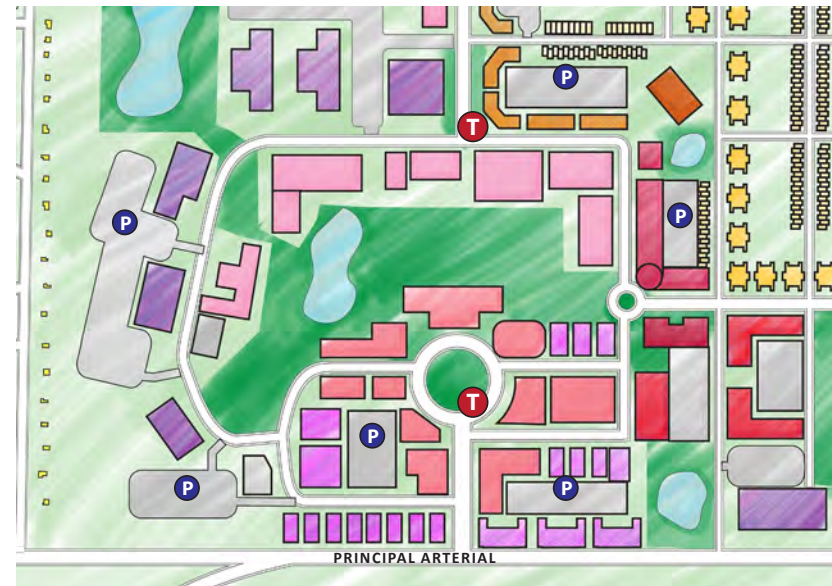
STAFF RECOMMENDATION

Staff recommends the annexation of the property and the assignment a future land use classification of Employment Campus (EC) and zoning of Office and Institutional District (C-1) at the time of annexation.

Development Types

EMPLOYMENT CAMPUS (EC)

These are areas dedicated to concentrations of employment uses, including professional services, research and development, and light production facilities. They are often designed in parks, with internal street networks, extensive green spaces, and large format buildings. These campuses are most often found at the urban edge and require large tracts of land. These campuses are comprised primarily of office buildings, including corporate offices, medical or professional offices, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill with more supporting uses, such as multi-family residential or retail/entertainment uses, is encouraged, with access to multimodal transit stops in and near the employment campus.



P parking **T** transit

EC BUILDING TYPES/LAND USES

PRIMARY TYPES

- Office/Services Medium to High-rise
- Flex Medium to Extra Large

SECONDARY TYPES

- Multi-family Mixed-use Medium & High-rise
- Parking Structures

TERTIARY TYPES

- Single-family Attached
- Multi-family Small to High-rise
- Commercial Small to Extra Large
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

EC DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way may be organized in a curvilinear or rectilinear grid, creating blocks of different types. Sidewalks and trails are provided throughout the campus, with special attention to connections to transit centers and individual buildings.
- Subdivision of lots is semi-regular, but flexible enough to accommodate various building/parking configurations for large format uses.
- Buildings address the street, and may be built near the sidewalk or in the center of lots depending on the intensity and design of the campus.
- Parking may be provided in shared surface lots or parking structures. Structured parking is strongly encouraged to increase capacity of employment campuses.
- Large linear or community scale opens spaces or parks are an integrated component of these developments. As development intensity increases, more urban open spaces may be included, such as plazas and greens.
- Architecture is large to very large scale, with four to six stories being typical. High-rises may be appropriate, especially when mixed-use buildings are included.





Future Land Use Map

26.36 acres S/S Technology Cir., TMS# 17200-02-11

18.a

Existing Rich. Co. FLU: Economic Development Center/Corridor, Proposed FLU: EC

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential - 1
-  UCMR-2 - Urban Core Mixed Residential - 2
-  UCMR-3 - Urban Core Mixed Residential - 3
-  UEMR - Urban Edge Mixed Residential
-  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
-  SIA - Sports/Amusement
-  CI - Civic/Institutional
-  CBA - Central Business Area
-  ZOO - Riverbanks Zoo & Garden
-  UC - Universities/Colleges
-  FJ - Fort Jackson
-  T/S - Transitional/Sensitive Lands



0 105 210 420
Feet

ORIGINAL PREPARATION/DATE:

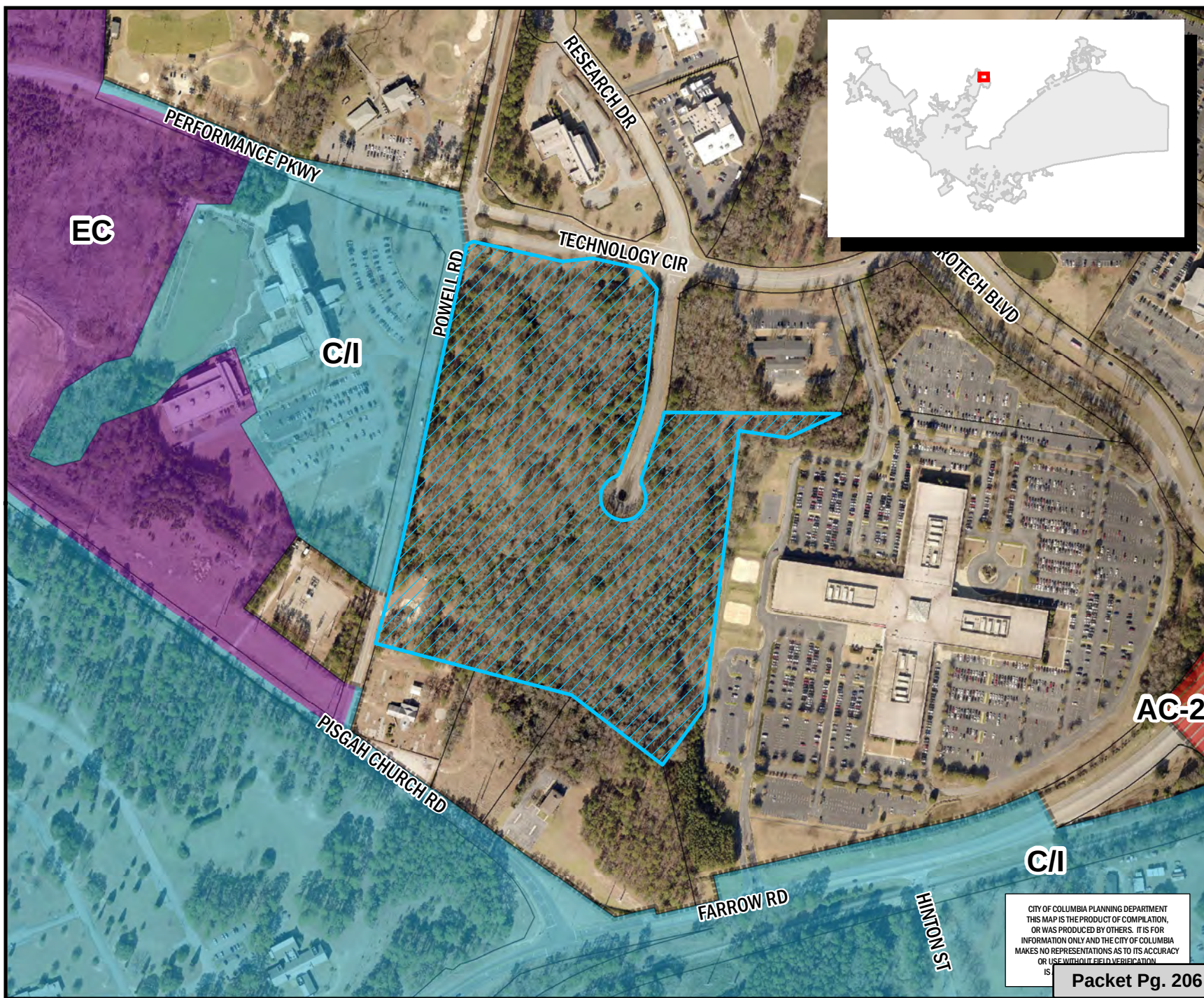
This map was prepared by:

Shane Shaughnessy

Date: 3/30/2021



We Are Columbia



** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

26.36 acres S/S Technology Cir., TMS# 172-18.a
Current Rich. Co. Zoning: GC, Proposed Zoning: C-1

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	FUD-C
RG-1A	FUD-LS
RG-2	FUD-LS-E
RG-3	FUD-LS-R
UTD	FUD-R
MX-1	OUT OF CITY
MX-2	

0 120 240 480 Feet

↑ N

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
March 30, 2021

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



ORDINANCE NO.: 2021-061

Annexing and Incorporating 26.36 acres S/S Technology Circle, Richland County TMS# 17200-02-11, Richland County TMS# 06200-01-07 and 06200-01-14 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of Office and Institutional District (C-1), apportioned to City Council District 1, Census Tract 114.04, contains 26.36 acres, and shall be assigned a land use classification of Employment Campus (EC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 17200-02-11

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2021-061
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land with improvements thereon situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as 26.359 acres (Tracts B and B-1) on plat of ALTA/ACSM Land Title Survey of Wall Street Apartments prepared by B.P. Barber & Associates, Inc. dated June 25, 2008 and signed June 26, 2008 by Henry B. Dingle, Jr. S.C.P.L.S. No. 10289, recorded on June 26, 2008, in the Richland County Register of Deeds' office in Record Book 1441, page 3554; said lot having such boundaries and measurements as shown thereon, all being a little more or less.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: April 1, 2021
 RE: **Property Address:** 26.36 acres S/S Technology Circle
Richland County TMS#: 17200-02-11
Owner(s): South Carolina Research Authority / Hillpointe, LLC
Current Use: Undeveloped
Proposed Use: Residential
Current County Land Use: Economic Development Center/Corridor
Proposed City Land Use: Employment Campus (EC)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Office and Institutional (C-1)
Reason for Annexation: Municipal Services; Secondary Area
City Council District: 1
Census Tract: 114.04

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **May 3, 2021** 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

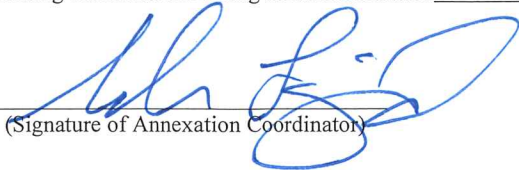
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Joseph Jacob, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Interim Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: EC (Land Use classification) by 9 - 0
 on 5/3/2021 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-1 (Zoning classification) by 9 - 0
 on 5/3/2021 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

26.36 acres S/S Technology Cir., TMS# 17200-02-11

18.b

Existing Rich. Co. FLU: Economic Development Center/Corridor, Proposed FLU: EC

Department of Planning &
Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- 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
- SIA - Sports/Amusement
- CI - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- UC - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands



0 105 210 420
Feet

ORIGINAL PREPARATION/DATE:

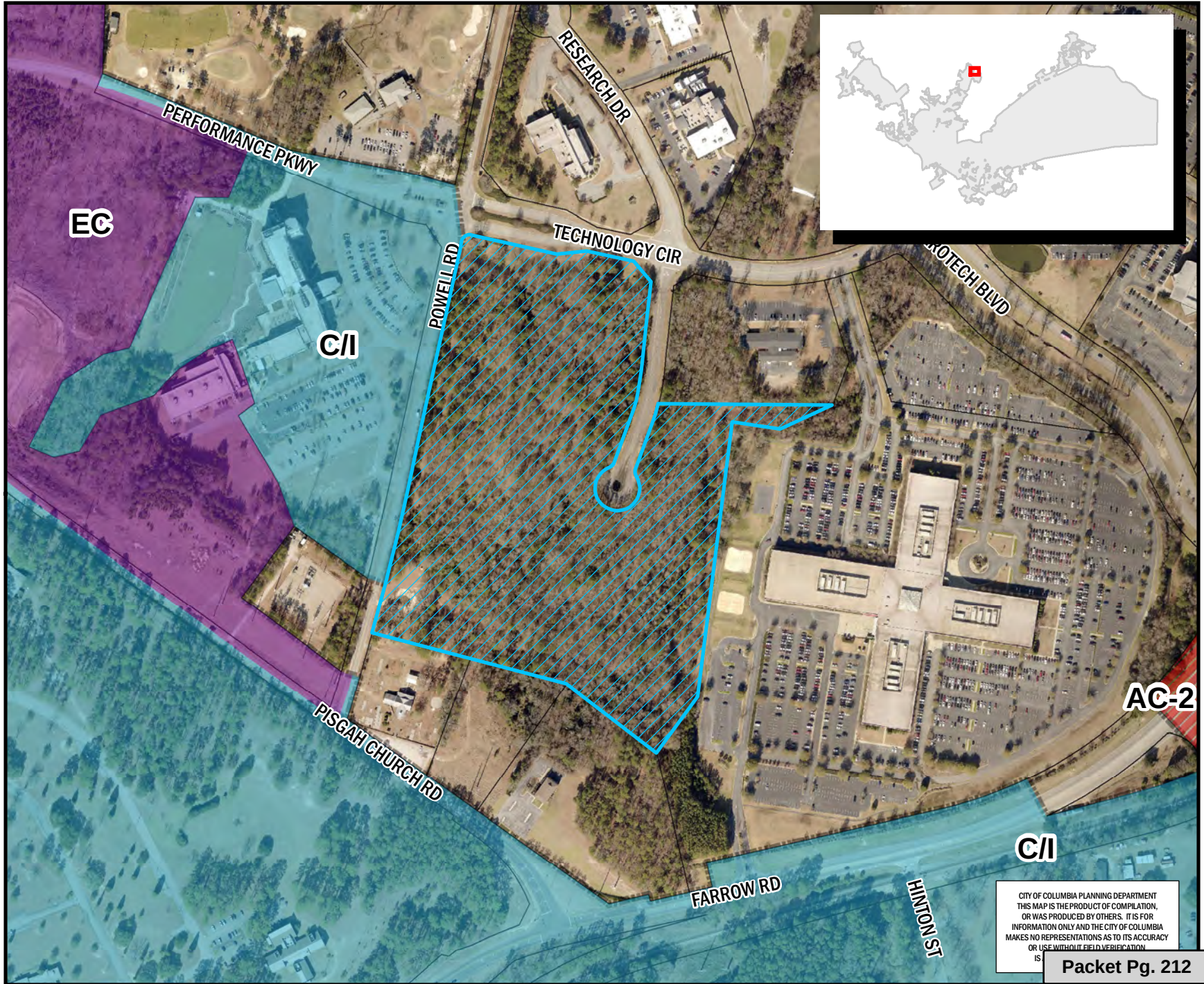
This map was prepared by:

Shane Shaughnessy

Date: 3/30/2021



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 212

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

26.36 acres S/S Technology Cir., TMS# 172 18.b
Current Rich. Co. Zoning: GC, Proposed Zoning: C-1

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	FUD-C
RG-1A	FUD-LS
RG-2	FUD-LS-E
RG-3	FUD-LS-R
UTD	FUD-R
MX-1	OUT OF CITY
MX-2	

0 120 240 480 Feet

↑ N

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
March 30, 2021

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land with improvements thereon situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as 26.359 acres (Tracts B and B-1) on plat of ALTA/ACSM Land Title Survey of Wall Street Apartments prepared by B.P. Barber & Associates, Inc. dated June 25, 2008 and signed June 26, 2008 by Henry B. Dingle, Jr. S.C.P.L.S. No. 10289, recorded on June 26, 2008, in the Richland County Register of Deeds' office in Record Book 1441, page 3554; said lot having such boundaries and measurements as shown thereon, all being a little more or less.

Richland County TMS: 17200-02-11
 Property Address: 26.36 acres S/S Technology Circle

Seller:

South Carolina Research Authority


 (Signature)

Date: 3/22/2021

Randy C. Hays
 (Print Name)

ITS: Director of Facilities

Buyer:

Hillpointe, LLC


 (Signature)

Date: 3/9/2021

Steven Cameron
 (Print Name)

ITS: Managing Partner

LAND DESCRIPTION:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND WITH IMPROVEMENTS THEREON, SITUATED, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF RICHLAND NEAR THE CITY OF COLUMBIA AND BEING SHOWN ON A PLAT TITLED "ALTA/ACSM LAND TITLE SURVEY" BY B.P. BARBER DATED JUNE 25, 2008, SAID PLAT HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT A 5/8" REBAR ON THE EASTERN RIGHT-OF-WAY OF POWELL ROAD (S-40-1560) BEING THE NORTHWEST CORNER OF THE PISCAGH UNITED METHODIST CHURCH TRUSTEES (T.M.S. 14400-02-01) AND PROCEEDING ALONG THE EASTERN RIGHT-OF-WAY OF POWELL ROAD THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TO THE LEFT IN A DIRECTION OF N11°12'25"E FOR A CHORD LENGTH OF 8.00' (SAID CURVE HAVING AN ARC LENGTH OF 8.00' AND A RADIUS OF 54.453') TO A 1/2" REBAR, THENCE ALONG A CURVE TO THE LEFT IN A DIRECTION OF N14°20'14"E FOR A CHORD LENGTH OF 317.43' (SAID CURVE HAVING AN ARC LENGTH OF 317.43' AND A RADIUS OF 54.453') TO A 5/8" REBAR, THENCE N12°40'02"E FOR A DISTANCE OF 63.64' TO A 5/8" REBAR, THEN ALONG A LINE THAT JOINS THE EASTERN RIGHT-OF-WAY OF POWELL ROAD WITH THE SOUTHERN RIGHT-OF-WAY OF TECHNOLOGY CIRCLE IN A DIRECTION OF N57°52'44"E FOR A DISTANCE OF 66.44' TO A 5/8" REBAR;

THENCE TURNING AND PROCEEDING ALONG THE SOUTHERN RIGHT-OF-WAY OF TECHNOLOGY CIRCLE THE FOLLOWING COURSES AND DISTANCES: S77°11'45"E FOR A DISTANCE OF 202.07' TO A 5/8" REBAR, THENCE S04°47'55"E FOR A DISTANCE OF 211.82' TO A 1/2" REBAR, THENCE S77°10'05"E FOR A DISTANCE OF 81.09' TO A 5/8" REBAR AND THEN ALONG A LINE THAT JOINS THE SOUTHERN RIGHT-OF-WAY OF TECHNOLOGY CIRCLE AND THE WESTERN RIGHT-OF-WAY OF RESEARCH COURT IN A DIRECTION OF S34°20'19"E FOR A DISTANCE OF 83.00' TO A 1/2" REBAR;

THENCE TURNING AND PROCEEDING ALONG THE WESTERN RIGHT-OF-WAY OF RESEARCH COURT THE FOLLOWING COURSES AND DISTANCES: S06°32'00"W FOR A DISTANCE OF 292.39' TO A 1/2" REBAR, THENCE ALONG A CURVE TO THE RIGHT IN A DIRECTION OF S15°34'17"W FOR A CHORD LENGTH OF 119.00' (SAID CURVE HAVING AN ARC LENGTH OF 119.00' AND A RADIUS OF 487.87') TO A 1/2" REBAR, THENCE S20°34'24"W FOR A DISTANCE OF 180.83' TO A 1/2" REBAR, THENCE ALONG A CURVE TO THE LEFT IN A DIRECTION OF S05°16'22"W FOR A CHORD LENGTH OF 125.40' (SAID CURVE HAVING AN ARC LENGTH OF 125.40' AND A RADIUS OF 65.00') TO A 5/8" REBAR, THEN ALONG A CURVE TO THE LEFT THAT JOINS THE WESTERN RIGHT-OF-WAY OF RESEARCH COURT WITH THE EASTERN RIGHT-OF-WAY OF RESEARCH COURT IN A DIRECTION OF N10°15'32"E FOR A CHORD LENGTH OF 44.85' (SAID CURVE HAVING AN ARC LENGTH OF 44.85' AND A RADIUS OF 65.00') TO A 5/8" REBAR;

THENCE TURNING AND PROCEEDING ALONG THE EASTERN RIGHT-OF-WAY OF RESEARCH COURT THE FOLLOWING COURSES AND DISTANCES: N20°32'47"E FOR A DISTANCE OF 180.60' TO A 1/2" REBAR AND THEN ALONG A CURVE TO THE LEFT IN A DIRECTION OF N10°15'32"E FOR A CHORD LENGTH OF 44.85' (SAID CURVE HAVING AN ARC LENGTH OF 44.85' AND A RADIUS OF 65.00') TO A 5/8" REBAR;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF NMFO ASSOCIATES (T.M.S. 14400-02-03) THE FOLLOWING COURSES AND DISTANCES: N09°19'46"E FOR A DISTANCE OF 111.32' TO A 5/8" REBAR AND THEN N09°19'46"E FOR A DISTANCE OF 37.04' TO A 5/8" REBAR AND THEN N09°19'46"E FOR A DISTANCE OF 473.44' TO A 5/8" REBAR AND THEN N20°31'20"E FOR A DISTANCE OF 18.92' TO A 5/8" REBAR AND THEN N14°14'23"E FOR A DISTANCE OF 7.44' TO A 5/8" REBAR;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF LEXINGTON COLUMBIA, LLC (T.M.S. 14400-02-06) IN A DIRECTION OF S15°05'43"E FOR A DISTANCE OF 29.99' TO A 1/2" REBAR AND THEN S74°03'37"W FOR A DISTANCE OF 144.46' TO A 5/8" REBAR AND THEN S74°03'37"W FOR A DISTANCE OF 6.90' TO A 5/8" REBAR AND THEN S05°16'22"W FOR A DISTANCE OF 151.79' TO A 5/8" REBAR AND THEN N02°52'35"W FOR A DISTANCE OF 124.99' TO A 5/8" REBAR AND THEN S05°08'06"W FOR A DISTANCE OF 696.39' TO A 5/8" REBAR AND THEN S04°30'10"W FOR A DISTANCE OF 71.87' TO A 5/8" REBAR AND THEN S24°08'39"W FOR A DISTANCE OF 310.71' TO A 1" PIPE;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF SEVENTH EPISCOPAL DISTRICT OF A.M.E. CHURCH, INCORPORATED (T.M.S. 14400-02-07) THE FOLLOWING COURSES AND DISTANCES: N40°20'28"W FOR A DISTANCE OF 167.15' TO A 1" PIPE AND THEN N35°50'16"W FOR A DISTANCE OF 218.61' TO A 1" PIPE;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF SOUND DOCTRINE MINISTRIES/CHRISTIAN FELLOWSHIP (T.M.S. 14400-02-02) IN A DIRECTION OF N72°10'01"W FOR A DISTANCE OF 367.22' TO A 1" PIPE;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF PISCAGH UNITED METHODIST CHURCH TRUSTEES (T.M.S. 14400-02-01) IN A DIRECTION OF N47°10'01"W FOR A DISTANCE OF 234.83' TO A 5/8" REBAR, THIS BEING THE POINT OF BEGINNING. THIS PARCEL CONTAINS 26.359 ACRES OR 1,148,213 SQUARE FEET.

ITEMS CORRESPONDING TO SCHEDULE B

LAWYERS TITLE INSURANCE CORPORATION - FILE NO. 08-LT-003 (815/9088) EFFECTIVE DATE: JANUARY 28, 2008 AT 08:00AM

- ITEM 6 - DEED BOOK D-1370 PAGE 43, DOES NOT APPLY TO THIS PROPERTY.
- ITEM 7 - DEED BOOK D-943 PAGE 736, DOES NOT APPLY TO THIS PROPERTY.
- ITEM 8 - DEED BOOK D-947 PAGE 608 AND DEED BOOK 993 PAGE 246 DOES NOT APPLY TO THIS PROPERTY.
- ITEM 9 - DEED BOOK D-943 PAGE 730, DOES NOT APPLY TO THIS PROPERTY.
- ITEM 10 - DEED BOOK D-782 PAGE 407, APPLIES TO THIS PROPERTY AND IS PLOTTED HEREON.
- ITEM 11 - DEED BOOK D-782 PAGE 416, APPLIES TO THIS PROPERTY AND IS PLOTTED HEREON.
- ITEM 12 - DEED BOOK D-825 PAGE 709, DOES NOT APPLY TO THIS PROPERTY.
- ITEM 13 - DEED BOOK D-825 PAGE 710, DOES NOT APPLY TO THIS PROPERTY.
- ITEM 14 - DEED BOOK D-1017 PAGE 190, APPLIES TO THIS PROPERTY AND IS PLOTTED HEREON.
- ITEM 15 - DEED BOOK D-1017 PAGE 192, APPLIES TO THIS PROPERTY AND IS PLOTTED HEREON.
- ITEM 16 - DEED BOOK D-855 PAGE 564, DOES NOT APPLY TO THIS PROPERTY.
- ITEM 17 - DEED BOOK D-1124 PAGE 739, DOES NOT APPLY TO THIS PROPERTY.
- ITEM 18 - DEED BOOK D-1364 PAGE 437, ROAD RIGHT OF WAY DEED TO RICHLAND COUNTY.
- ITEM 19 - DEED BOOK D-845 PAGE 138, DOES NOT APPLY TO THIS PROPERTY.
- ITEM 20 - DEED BOOK D-896 PAGE 810, DOES NOT APPLY TO THIS PROPERTY.
- ITEM 21 - PLAT BOOK 50 PAGE 5175 AND PLAT BOOK 52 PAGE 6033, DOES NOT APPLY TO THIS PROPERTY.
- ITEM 22 - DOES NOT APPLY TO THIS PROPERTY.
- ITEM 23 - HYDRO BOOK 286 PAGE 493, DOES NOT APPLY TO THIS PROPERTY.

ADDITIONAL EXCEPTIONS AS TO TRACT B-1

- ITEM 25 - RECORD BOOK 347 PAGE 2228, IS A BLANKET EASEMENT AND CAN NOT BE PLOTTED.
- ITEM 26 - RECORD BOOK 347 PAGE 2222, APPLIES TO THIS PROPERTY AND IS PLOTTED HEREON.

FLOOD NOTE

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAP FOR RICHLAND COUNTY, SOUTH CAROLINA, COMMUNITY PANEL NUMBER 4507902010, PANEL 105 OF 225, DATED JANUARY 17, 1994 AND THEREIN STATE BY GRAPHIC PLOTTING ONLY THAT THIS PROPERTY IS NOT FLOODED BY THE 100 YEAR FLOOD (FLOOD) AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

COPYRIGHT NOTICE

THIS DRAWING IS THE PROPERTY OF B.P. BARBER & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART. IT IS ONLY TO BE USED FOR THE PROJECT AND NOT SPECIFICALLY IDENTIFY THEREIN AND IS NOT TO BE USED ON ANY OTHER PROJECT.

B-1 AREA= 3.092 ACRES OR 162,922 SQUARE FEET
TOTAL AREA= 26.359 ACRES OR 1,148,213 SQUARE FEET

NOTES

- THIS IS NOT A VALID TRUE COPY OF THIS DOCUMENT UNLESS IT BEARS THE ORIGINAL SIGNATURE, SIGNATURE DATE, AND THE RAISED, CROSSHATCHED SEAL OF THE REGISTERED PROFESSIONAL LAND SURVEYOR NOTED HEREON.
- ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
- THE EASEMENTS SHOWN HEREON ARE ALL THOSE OF WHICH THE SURVEYOR HAS AWARE AS OF THE DATE OF THIS SURVEY. THE LOCATIONS OF THOSE EASEMENTS SHOWN HEREON ARE BASED ON EVIDENCE APPARENT IN THE FIELD AND DOCUMENTS WHICH HAVE BEEN PROVIDED TO US. THERE MAY BE ADDITIONAL EASEMENTS WHICH AFFECT THIS PROPERTY BUT WERE NOT KNOWN TO US.
- THE LOCATION OF ALL UTILITIES SHOWN HEREON ARE APPROXIMATE AND MUST BE VERIFIED BY OPERATING AUTHORITIES PRIOR TO CONSTRUCTION.
- ALL PROPERTY CORNER SIZES ARE MEASURED TO THE OUTSIDE DIMENSION.
- THIS PROPERTY IS ZONED LIGHT INDUSTRIAL (L-1) WITH THE FOLLOWING BUILDING SETBACK REQUIREMENTS:
FRONT=25'
REAR=10'
SIDE=40'
SEE RICHLAND COUNTY ORDINANCE SECTION 26-173 AND 26-174 FOR PARKING SPACE REQUIREMENTS.

LOCATION MAP SCALE: 1" = 2,000'

LEGEND

- PP (S) POWER POLE
- C CENTERLINE
- R/W RIGHT OF WAY
- WCW WETLAND CORNER
- FH FIRE HYDRANT
- LP LIGHT POLE
- TPED TELEPHONE PEDESTAL
- WV WATER VALVE
- CB CATCH BASIN
- MH MAN HOLE
- E BOX ELECTRICAL BOX
- FDC FODC TELEPHONE BOX
- ESP ELEC. SERVICE POLE
- SL STREET LIGHT
- PVC POLYVINYL CHLORIDE
- RCP REINFORCED CONCRETE
- CMP CORRUGATED METAL PIPE

REFERENCE IS MADE TO THE FOLLOWING:

- A PLAT OF PROPERTY SURVEYED FOR HOLMES SMITH (BOBS), LLC BY POWER ENGINEERING COMPANY, INC. DATED SEPTEMBER 20, 1998, AND RECORDED IN RECORD BOOK 348, PAGE 1176.
- A PLAT OF PROPERTY SURVEYED FOR HOLMES SMITH (BOBS), LLC BY POWER ENGINEERING COMPANY, INC. DATED SEPTEMBER 3, 1998, AND RECORDED IN RECORD BOOK 210, PAGE 424.
- A PLAT OF PROPERTY SURVEYED FOR SOUTH CAROLINA RESEARCH AUTHORITY BY UNITED DESIGN SERVICES, INC. DATED OCTOBER 5, 1990.
- A PLAT OF PROPERTY SURVEYED FOR WILLIAM M. YATES BY UNITED DESIGN SERVICES, INC. DATED MAY 13, 1988, AND RECORDED IN PLAT BOOK 52, PAGE 1823.
- A PLAT OF PROPERTY SURVEYED FOR NMFO ASSOCIATES BY LEON CAMPBELL & ASSOCIATES, INC. DATED OCTOBER 21, 1998.
- A PLAT OF PROPERTY SURVEYED FOR PISCAGH UNITED METHODIST CHURCH BY B.P. BARBER & ASSOCIATES, INC. DATED APRIL 21, 1980, AND RECORDED IN PLAT BOOK 16, PAGE 40 (DRAWING NO. 11,672-02).
- CITY OF COLUMBIA ENGINEERING DEPARTMENT AS-BUILT UTILITY PLANS FILE NO. 177-14, SHEETS C.B. & C.12.
- SOUTH CAROLINA RESEARCH AUTHORITY BOUNDARY SURVEY BY B.P. BARBER AND ASSOCIATES (FILE# 35,084-070) DATED DECEMBER 9, 2003.
- RICHLAND COUNTY DEED BOOK D-686, PAGE 291.
- RICHLAND COUNTY TAX ASSESSOR'S MAP NO. 17200-02-11.

THIS IS TO CERTIFY TO: LAWYERS TITLE INSURANCE CORPORATION AND WALL STREET REALTY PARTNERS LLC, THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF SOUTH CAROLINA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

6/26/08
HENRY B. ENGLISH, JR., S.C.A.L.S. NO. 10289
B.P. BARBER & ASSOCIATES, INC.
101 RESEARCH DRIVE
COLUMBIA, SC 29203
TELEPHONE: (803) 254-4100

APPROVALS

PROJECT FILE NO.	DESIGNED BY	CHECKED BY	APPROVED BY	DATE

PROJECT TITLE: ALTA/ACSM LAND TITLE SURVEY

WALL STREET APARTMENTS

DATE: JUNE 25, 2009

SCALE: 1"=100'

RICHLAND COUNTY, S.C.

MEIR COLUMBIA

FILE NO. 34,616-083

SHEET 1 OF 1

DATE: 6/26/08

SIGNATURE DATE

PROJECT NO. 08161



CITY COUNCIL

July 20, 2021 at 2:00pm

Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 314 Heyward Street; TMS# 08816-10-11

Council District:	2
Proposal:	Request to annex the property and assign a land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and zoning of Two-Family Residential District in a Design Preservation Overlay (RD-2, -DP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.
Applicant:	PMC Columbia Bungalows, LLC
Staff Recommendation:	Approval
PC Recommendation:	05/03/2021; Approval (9-0)
ZPH, 1 st Reading:	07/20/2021; Pending
2 nd Reading:	08/03/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.16 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 Mixed Residential Type 3 (UCMR-3)

Current County Zoning: Residential Multifamily High Density (RM-HD)

Proposed City Zoning: Two-Family Residential District in a Design Protection Overlay (RD-2, -DP)

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

The Columbia Police Department has no issues with this annexation as it is surrounded by properties within the City limits. 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 duplex would be **approximately \$800 per year**, based on calls to similar nearby properties within the City limits.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

Solid Waste provides service in this neighborhood. The cost associated with solid waste service is approximately \$216 annually per household.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

The customers on this property will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this duplex. The property is located within a designated Primary Donut Hole in the Urban Service Area plan. The estimated real estate tax revenue generated for the City would be **approximately \$1,300 per year**, based on the current taxable value of this duplex.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: $((\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0938))$. The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Donut Hole-Primary” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Mixed Residential Type 3 (UCMR-3) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Mixed Residential (High Density) by Richland County.

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.

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

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 Granby neighborhood sub area (page 17-18), and the plan proposed a future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) for the property. 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). No specific multi-modal transportation improvements were recommended adjacent to the subject property, though recommendations were made for bike facilities on Heyward east of Williams Street, and a reconfiguration and extension of Heyward east of Olympia Avenue.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RM-HD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Two-Family Residential District (RD-2) to the North and East and General Residential District (RG-2) to the West and South. Surrounding parcels in unincorporated Richland County are currently zoned HI to the South.

The proposed City of Columbia zoning district is Two-Family Residential District in a Design Preservation Overlay (RD-2, -DP).

Two-Family Residential District (RD-2)

The RD and RD-2 districts are intended as one- and two-family residential areas with attached and detached units with medium to high population densities. RD-2 is intended for use only in Historic Mill Village areas and only shall be applied where more than 50 percent of the parcels retain the original Mill Village residence.

structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the two-family residential character of the district.

Design and Preservation Area (-DP)

It is the intent of this article to protect and improve the quality of the environment of the city by the encouragement of identification, recognition, conservation, maintenance and enhancement of areas, sites, structures, fixtures and other features of the architectural, economic, social, cultural and political history of the city as well as its natural features; to encourage appropriate use of such features, areas, sites, structures and fixtures; and to restrain influences adverse to such purposes, and by so doing to promote the public welfare. To this end, the -DP designation, when appended to a basic district classification, is intended to coordinate the purposes and intent of this article with those regulations established by other provisions whose primary intent is to further the purposes set out in this section.

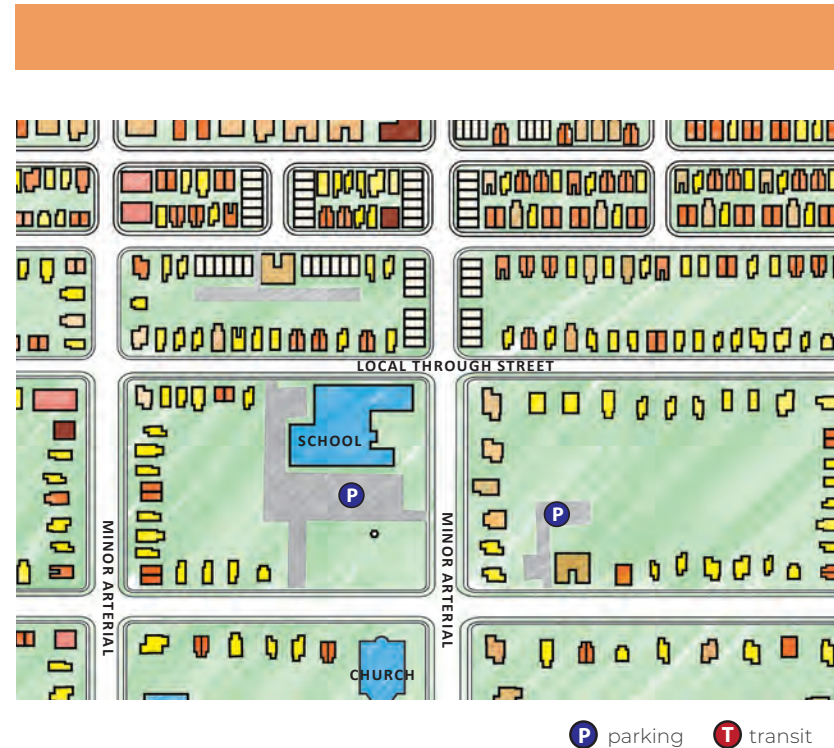
STAFF RECOMMENDATION

Staff recommends the annexation of the property and the assignment of a future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and zoning of Two-Family Residential District in a Design Preservation Overlay (RD-2, -DP) at the time of annexation.

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.

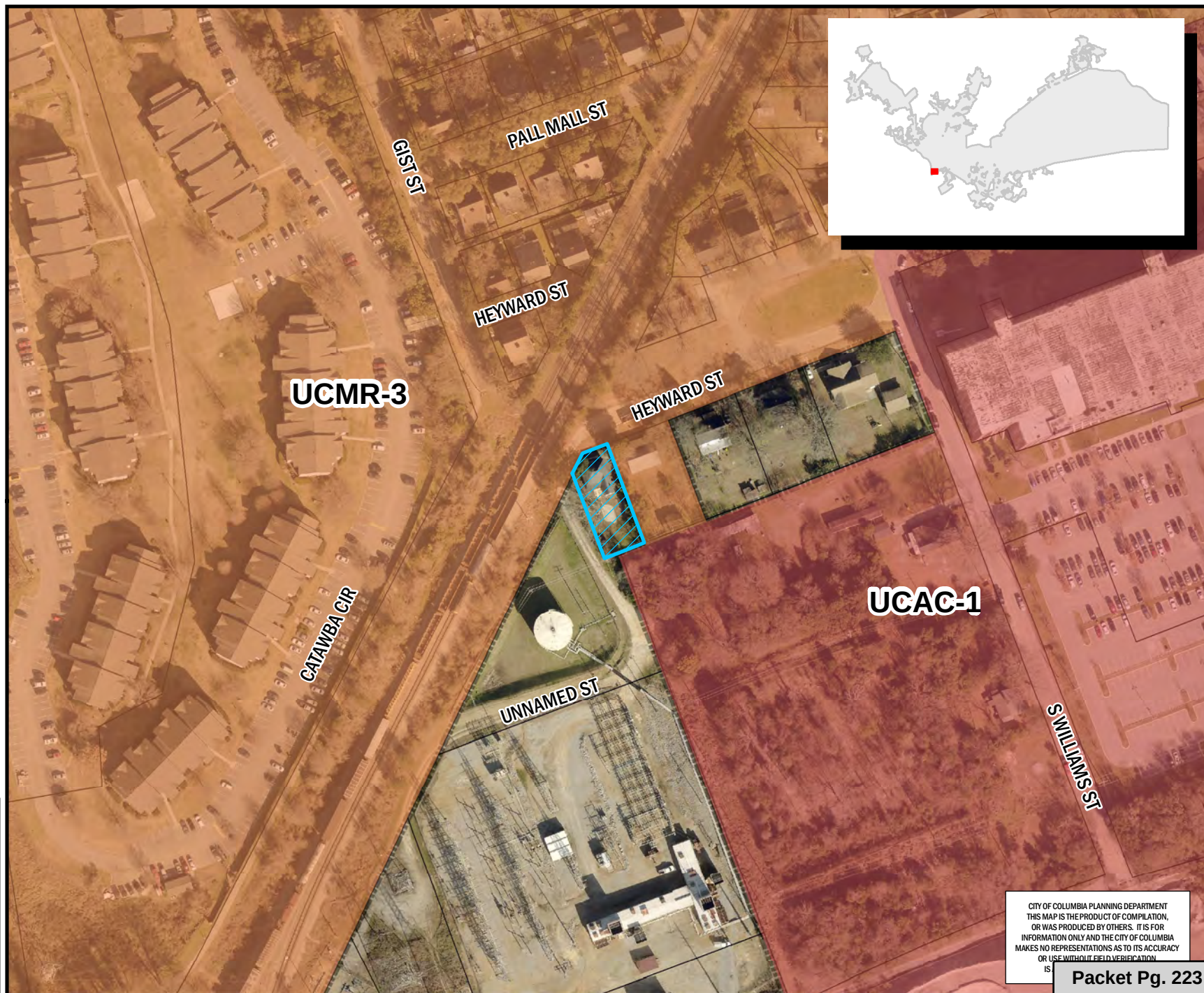
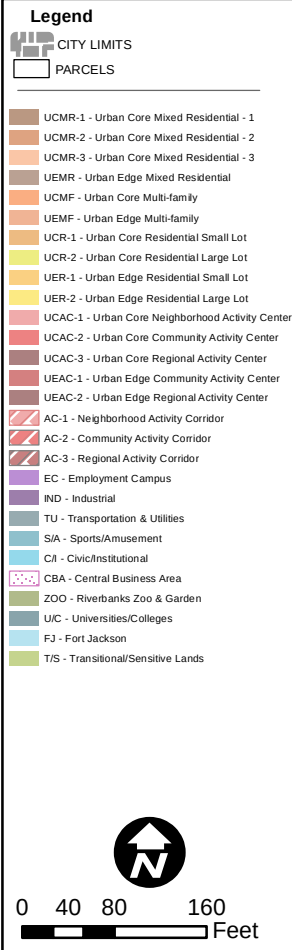


Future Land Use Map

Department of Planning &
Development Services

314 Heyward Street, TMS# 08816-10-11;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UCMR-3

19.a



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 4/15/2021



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Packet Pg. 223

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

314 Heyward Street, TMS# 08816-10-11;
Current Rich. Co. Zoning: RM-HD, Proposed Zoning: RD-2, -DP

19.a

Legend

PARCELS

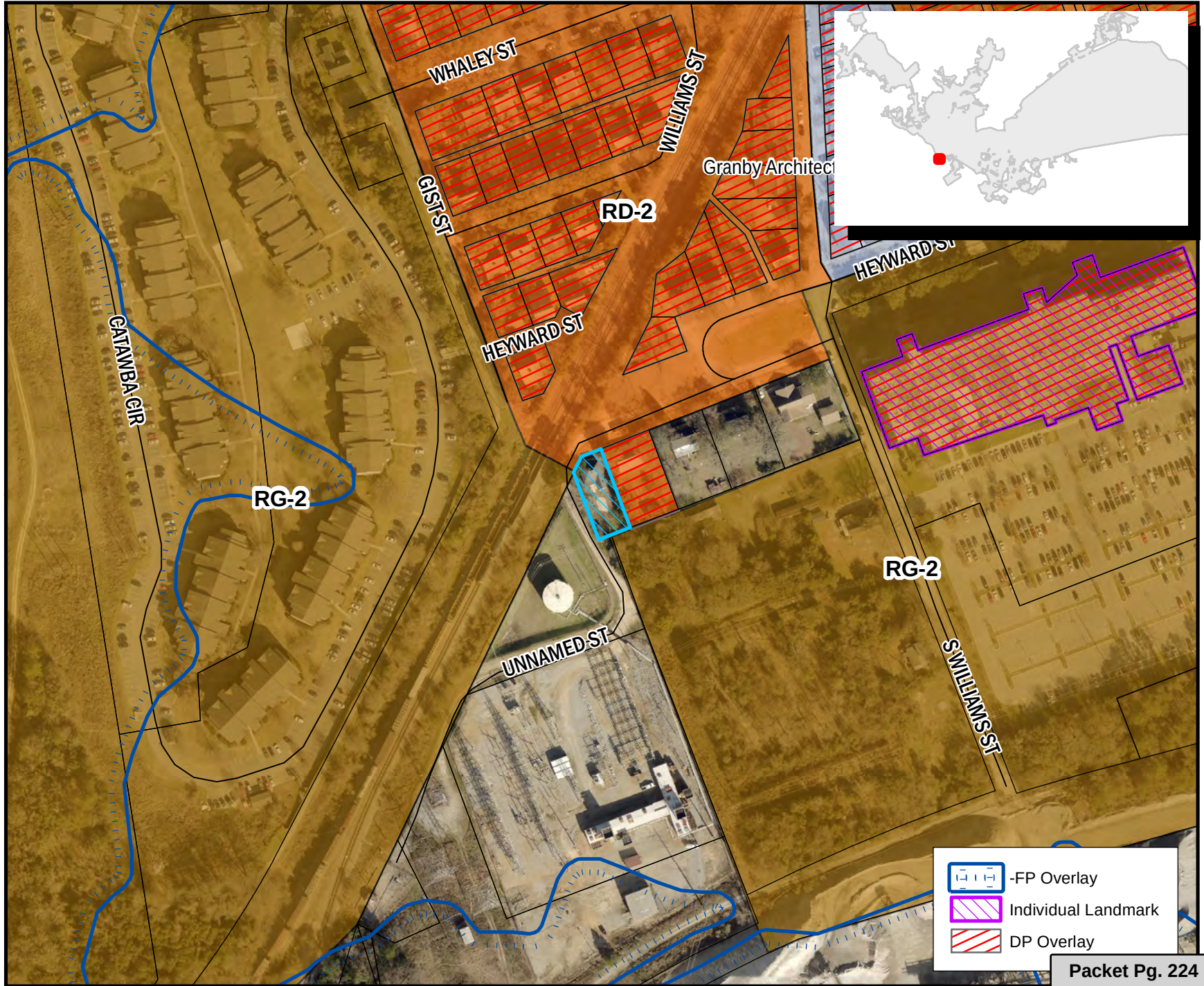
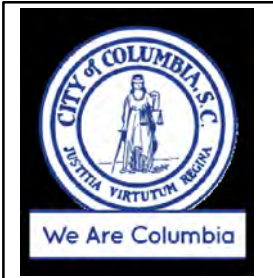
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	FUD-C
RG-1A	FUD-LS
RG-2	FUD-LS-E
RG-3	FUD-LS-R
UTD	FUD-R
MX-1	OUT OF CITY
MX-2	

0 50 100 200 Feet

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
April 15, 2021

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



ORDINANCE NO.: 2021-058

*Annexing and Incorporating 314 Heyward Street, Richland County TMS# 08816-10-11
into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ___ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of Two-Family Residential District in a Design Protection Overlay (RD-2, -DP), apportioned to City Council District 2, Census Tract 28, contains 0.16 acre, and shall be assigned a land use classification of Urban Core Mixed Residential Type 3 (UCMR-3).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 08816-10-11

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney
Introduced:
Final Reading

City Clerk

ORDINANCE NO.: 2021-058
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, together with improvements thereon, if any, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and designated as Lot 1, Block 31, on a plat prepared for Ebert Realty by Tomlinson Engineering Co., dated October 1939, revised July 15, 1940 and recorded in the Office of the Register of Deeds for Richland County in Plat Book "I" at Page 77, and the same also being shown on a plat prepared for Calvin Lewis Holton, Jr. and Beverly Brown Holton by Belter & Associates, Inc. dated March 6, 1986 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 50 at Page 7786; said property having the same boundaries and measurements as shown on said latter plat.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: April 16, 2021

RE: **Property Address:** 314 Heyward Street
Richland County TMS#: 08816-10-11
Owner(s): PMC Columbia Bungalows, LLC
Current Use: Residential (Duplex)
Proposed Use: Residential (Duplex)
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Core Mixed Residential (UCMR-3)
Current County Zoning: Residential Multifamily High Density (RM-HD)
Proposed City Zoning: Two-Family Residential in the Granby Architectural Conservation District Design Preservation Overlay (RD-2, -DP)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 2
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 **May 3, 2021** 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

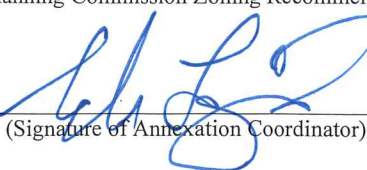
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Joseph Jaco, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UCMR-3 (Land Use classification) by 9-0
 on 5/3/2021 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RD-2, -DP (Zoning classification) by 9-0
 on 5/3/2021 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

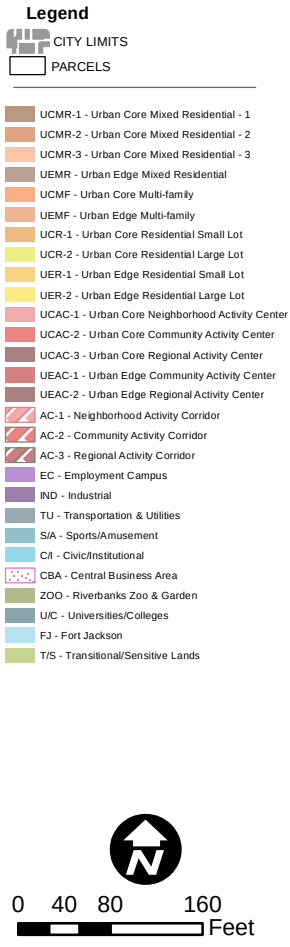


Future Land Use Map

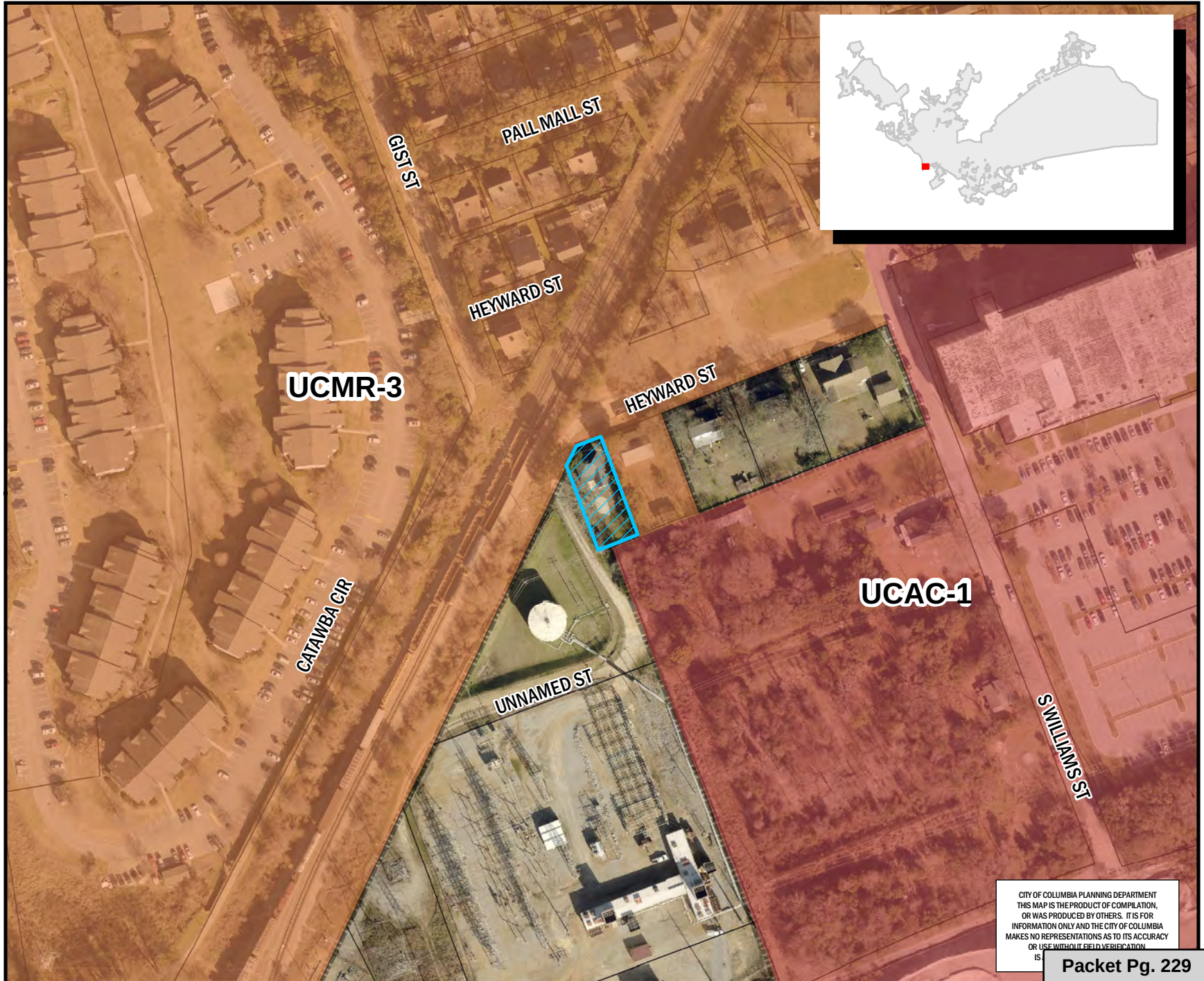
Department of Planning &
Development Services

314 Heyward Street, TMS# 08816-10-11;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UCMR-3

19.b



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 4/15/2021



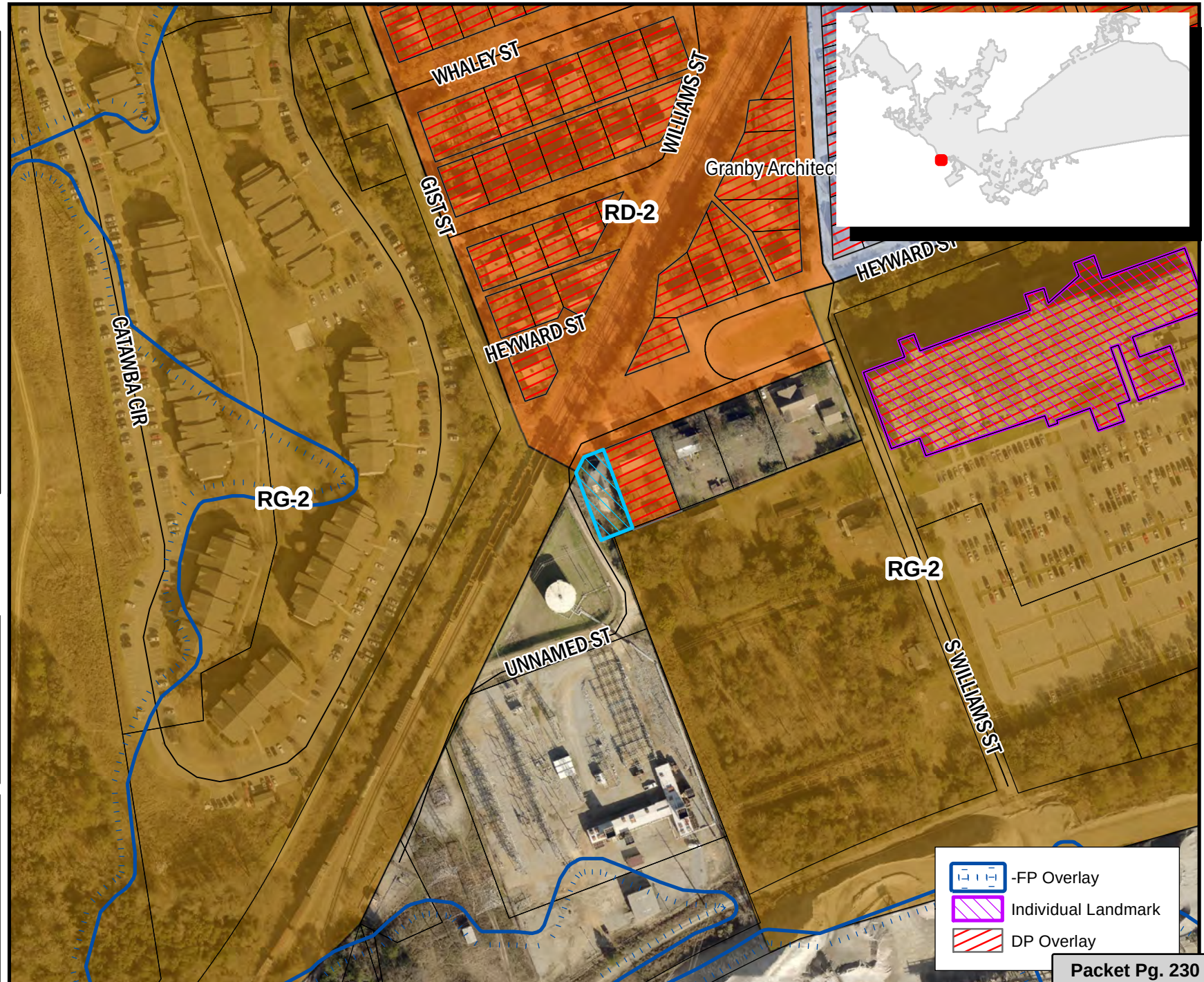
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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

***Department of Planning &
Development Services***

19.b



STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown on a Plat prepared for PMC Columbia Bungalows, LLC by J. Don Rawls, Jr. of Cox and Dinkins, Inc. dated February 22, 2019 and recorded March 20, 2019 in the Office of the Register of Deeds for Richland County in Plat Book 2379 at Page 2110. Said plat is incorporated herein by reference for a more complete and accurate description.

Richland County TMS: 08816-10-11

Property Addresses: 314 Heyward Street

PMC Columbia Bungalows, LLC

BY: Joshua W. Harding
 (Print Name)

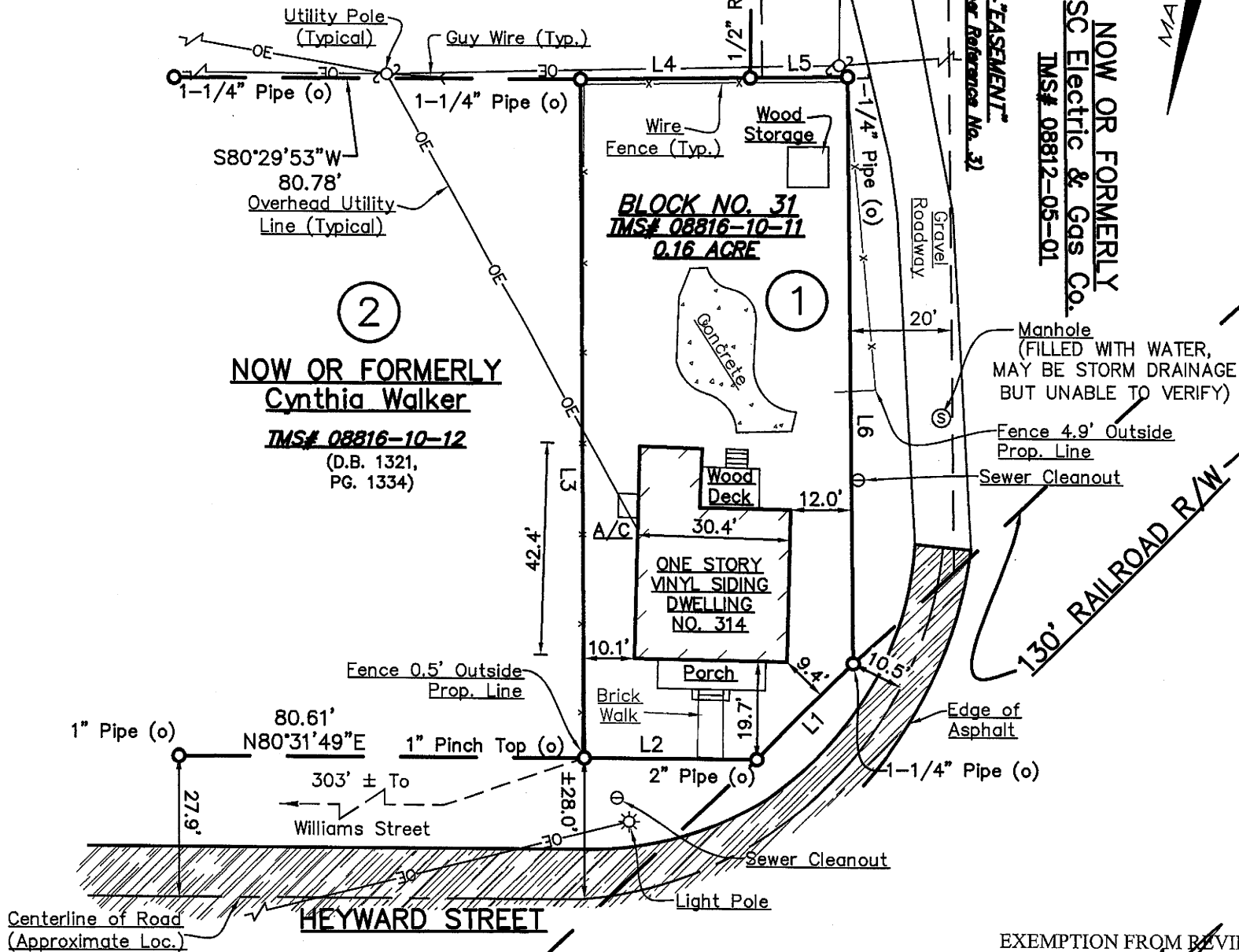

 (Signature)

Date: 4/1/21

ITS: Vice President

Line Table		
Line #	Length	Direction
L1	27.22'	N35°08'45"E
L2	34.37'	N80°39'31"E
L3	135.34'	S9°40'14"E
L4	33.80'	S79°35'03"W
L5	19.29'	S79°35'03"W
L6	116.92'	N9°53'50"W

NOW OR FORMERLY
Cynthia Walker &
T.C. Connell Survivorship
TMS# 08816-10-10
(D.B. 1219, PG. 3037)



NOW OR FORMERLY
Cynthia Walker
TMS# 08816-10-12
(D.B. 1321, PG. 1334)

NOW OR FORMERLY
SC Electric & Gas Co.
TMS# 08812-05-01

Book 2379-2110
2019018721 03/20/2019 10:28:33.480
Fee: \$10.00 County Tax: \$0.00
Plat Oversized 11 x 17
State Tax: \$0.00

John T. Hopkins II
2019018721
Richland County R.O.D.

COPYRIGHT © 2019 COX AND DINKINS, INC. ALL RIGHTS RESERVED.
THIS SURVEY IS NOT VALID WITHOUT AN ORIGINAL SIGNATURE.

Easements and/or restrictions may exist on the subject property which are not shown hereon.

EXEMPTION FROM REVIEW PROCESS
This plat is a SURVEY of an existing lot of record with no changes to existing lot lines.
X
(Registered Surveyor)
Printed Name: J. Don Rawls, Jr.
License# 13517



PLAT
PREPARED FOR

PMC COLUMBIA BUNGALOWS, LLC

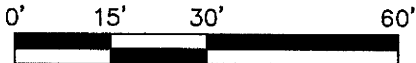
REFERENCES:

- 1) MAP SHOWING PROPERTY OF EBERT REALTY COMPANY AND PROPERTY OF PACIFIC MILLS, HAMPTON DIVISION, BY TOMLINSON ENGR. CO., DATED OCTOBER 1939, REVISED JULY 15, 1940, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK "I", PAGE 77.
2) PLAT PREPARED FOR 135 WILLIAMS STREET, LLC & PMC PROPERTY GROUP, BY COX AND DINKINS, INC., DATED NOVEMBER 8, 2018.
3) PLAT PREPARED FOR CALVIN LEWIS HOLTON, JR. & BEVERLY BROWN HOLTON, BY BELTER & ASSOCIATES, INC., DATED MARCH 6, 1986, AND RECORDED IN PLAT BOOK 50, PAGE 7786.

RICHLAND COUNTY, NEAR COLUMBIA, S.C.

FEBRUARY 22, 2019

1" = 30'



COX AND DINKINS, INC.
724 BELTLINE BLVD.
COLUMBIA, SOUTH CAROLINA 29205
803-254-0518 Fax: 803-765-0993
Email: cdinc@coxanddinkins.com

I hereby state that to the best of my professional knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein; also there are no visible encroachments or projections other than shown.

PROF. LAND SURVEYOR NO. 13517
J. DON RAWLS, JR.



CITY COUNCIL

July 20, 2021 at 2:00pm

Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

**10.60 acres W/S Broad River Road and 8.12 acres W/S Broad River Road;
TMS# 06200-01-07 and 06200-01-14**

Council District:	1
Proposal:	Request to annex the property and assign land use classifications of Urban Edge Mixed Residential (UEMR) and Community Activity Center (AC-2) and assign zoning of General Residential District with a portion within a Flood Protective Overlay (RG-2 and RG-2, -FP) and Neighborhood Commercial District (C-2) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned GC and OI by Richland County.
Applicant:	W. E. Sellars, Trustee, The Founder's Fund; C. W. Haynes and Company, Incorporated; BlueChoice Healthplan of South Carolina, Inc. f/k/a Companion HealthCare Corporation / McGuinn Homes, LLC
Staff Recommendation:	Approval
PC Recommendation:	05/03/2021; Approval (9-0)
ZPH, 1 st Reading:	07/20/2021; Pending
2 nd Reading:	08/03/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 18.72 acres

Current Use: Undeveloped

Proposed Use: Residential

Reason for Annexation: Municipal Services

Urban Service Area: Primary Area

Current County Land Use Classification: Mixed Residential (High Density)

Proposed City Land Use Classifications: Urban Edge Mixed Residential (UEMR) and Community Activity Corridor (AC-2)

Current County Zoning: General Commercial (GC) and Office and Institutional (OI)

Proposed City Zoning: General Residential District, a portion within a Flood Protective Overlay (RG-2 and RG-2, -FP) and Neighborhood Commercial (C-2)

Census Tract: 103.04

DETERMINATION FOR CITY SERVICES

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

Police

The Columbia Police Department does not object to this annexation. As is the case with most annexations, we find that the proposed annexation will result in an increased number of calls for service. For the proposed 230 townhome units, the estimated cost to serve would be **approximately \$19,000 per year**, based on calls to similar nearby properties within the City limits.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

This phase of the development is expected to utilize a private dumpster service.

Engineering

Because water currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. The properties are served by Alpine Utilities for sewer service.

Water Customer Care

Any proposed development on the annexed property would result in new customers, who will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this residential tract. The property is located within a designated Primary Area in the Urban Service Area plan. A 230-unit townhome development is proposed on this site, though it bears mentioning that neither an annexation nor a map amendment are tied to any specific site plan. Assuming that the majority of the residences are owner-occupied, the estimated real estate tax revenue generated for the City would be **approximately \$86,000 per year**, based on the taxable value of properties within an earlier phase of this proposed development. If a substantial number of the residences are rented, the revenue would be higher.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Primary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary Areas are made up of land contiguous to the City where services are 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 classifications for the subject property are Urban Edge Mixed Residential (UEMR) and Community Activity Corridor (AC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Mixed Residential (High Density) by Richland County.

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.

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

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.

Primary Types

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

Secondary Types

- Multi-family Small & Medium

Tertiary Types

- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [*Broad River Road Corridor and Community Master Plan*](#) (2010) adopted by Richland County, specifically within the Piney Grove Neighborhood Sub-Area (page 48). The plan proposes a land use character district blend of Transition Mixed-Use District within the quarter mile radius of the node, and Neighborhood Residential District outside of the radius area (page 32), and a portion of the subject property is located within a quarter mile radius of the proposed Piney Grove Village Center (page 44). The subject property is located within the area of the Village Center, where the plan's vision for the node is "to create a compact, eco-tourism oriented center that serves the daily needs of area residents by encouraging uses such as a community garden, farmers market, small scale cooperative store, and neighborhood cafes and restaurants" (page 44).

The parcel is currently zoned GC and OI by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Commercial District (PUD-C) and Neighborhood Commercial District (C-2) to the North, Office and Institutional District (C-1) to the East, General Residential District (RG-2) to the South, and Planned Unit Development-Residential District (PUD-R) to the West. Surrounding parcels in unincorporated Richland County are currently zoned RU to the East and RM-HD to the South.

The proposed City of Columbia zoning district is General Residential District, a portion within a Flood Protective Overlay (RG-2 and RG-2, -FP) and Neighborhood Commercial District (C-2)

General Residential District (RG-2)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

-Flood Protective Area (-FP)

Certain areas within the city are subject to periodic inundation by floodwater, which results or may reasonably be foreseen to result in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare. These hazards are caused or extended in part by the occupancy of flood hazard areas by uses which increase flood damage upon other lands or uses which are vulnerable to floods because they are inadequately elevated or not otherwise protected from flood damages. It is, therefore, the intent of this article to lessen such hazards or losses by restricting or prohibiting uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities; by requiring that uses vulnerable to floods be protected against flood hazards at the time of initial construction; and by controlling filling, grading, mineral extraction, placing of obstructions within flood channels and other activities, uses or characteristics of use which may increase flood damage.

Neighborhood Commercial District (C-2)

The C-2 district is intended to accommodate commercial and service uses oriented primarily to serving the needs of persons who live or work in nearby areas. Certain related structures and uses required to serve the needs of such areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

STAFF RECOMMENDATION

Staff recommends the annexation of the property and the assignment of future land use classifications of Urban Edge Mixed Residential (UEMR) and Community Activity Corridor (AC-2) and zoning of General Residential District, a portion within a Flood Protective Overlay (RG-2 and RG-2, -FP) and Neighborhood Commercial District (C-2) at the time of annexation.

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.

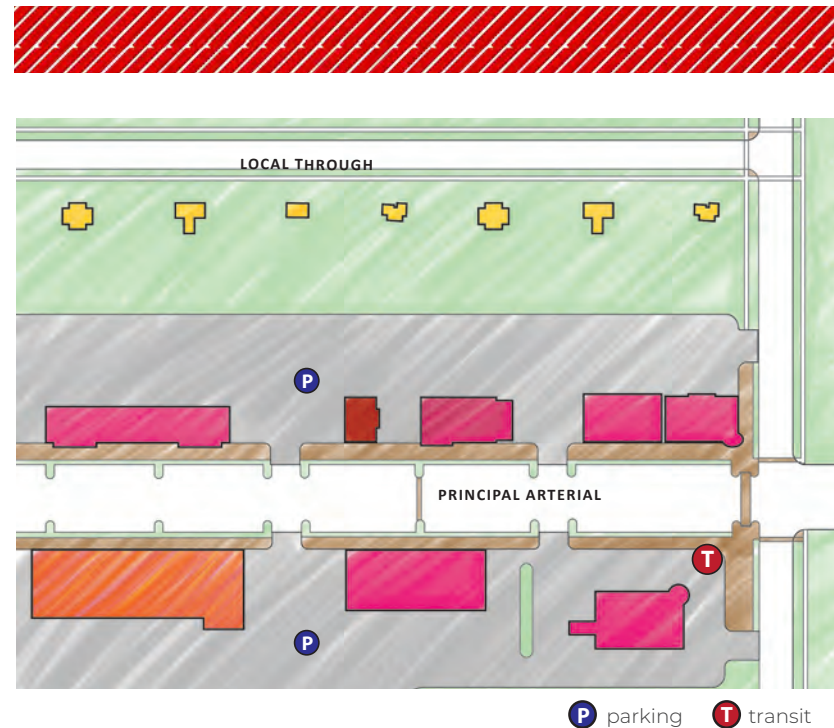


- Architectural details may vary within each subdivision depending on the mix of residential types and era of construction. Infill development should respect the existing horizontal and vertical scaling as well as location and orientation of buildings on the lots.

Development Types

COMMUNITY ACTIVITY CORRIDOR (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.



AC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

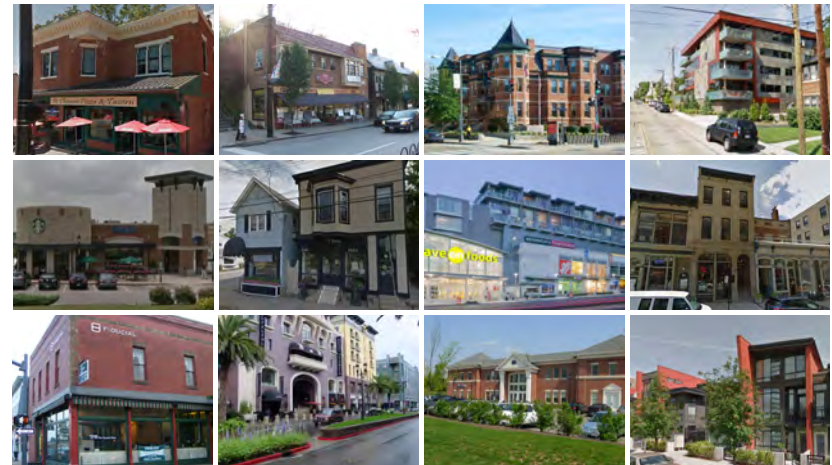
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-2 DEVELOPMENT PATTERN/CONTEXT

- Streets are principal or minor arterial roads carrying high traffic volumes,
- Blocks are not the base component for this development type.
- Lots are large and adequately deep and wide to accommodate groups of smaller businesses or medium to larger format buildings with sufficient parking. Floor area ratios (FARs) are usually in the range of 0.2 to 0.25 for these corridors, but FARs of 3.0 or greater may be appropriate as infill and redevelopment occur.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk, or setback with parking lots in front of the buildings. In new or redevelopment projects, setting the buildings close to the street is preferred with side or rear lots. Access to businesses should be provided from the sidewalk. Buildings may be out-lot, freestanding structures, or in attached strip mall-type structures.
- Designated off-street parking areas are typically located in front of or behind each building; corridors may also have on-street parking.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians, bicyclists, transit users, and motorists, as well as accessibility for all businesses.



- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards are typical.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories.



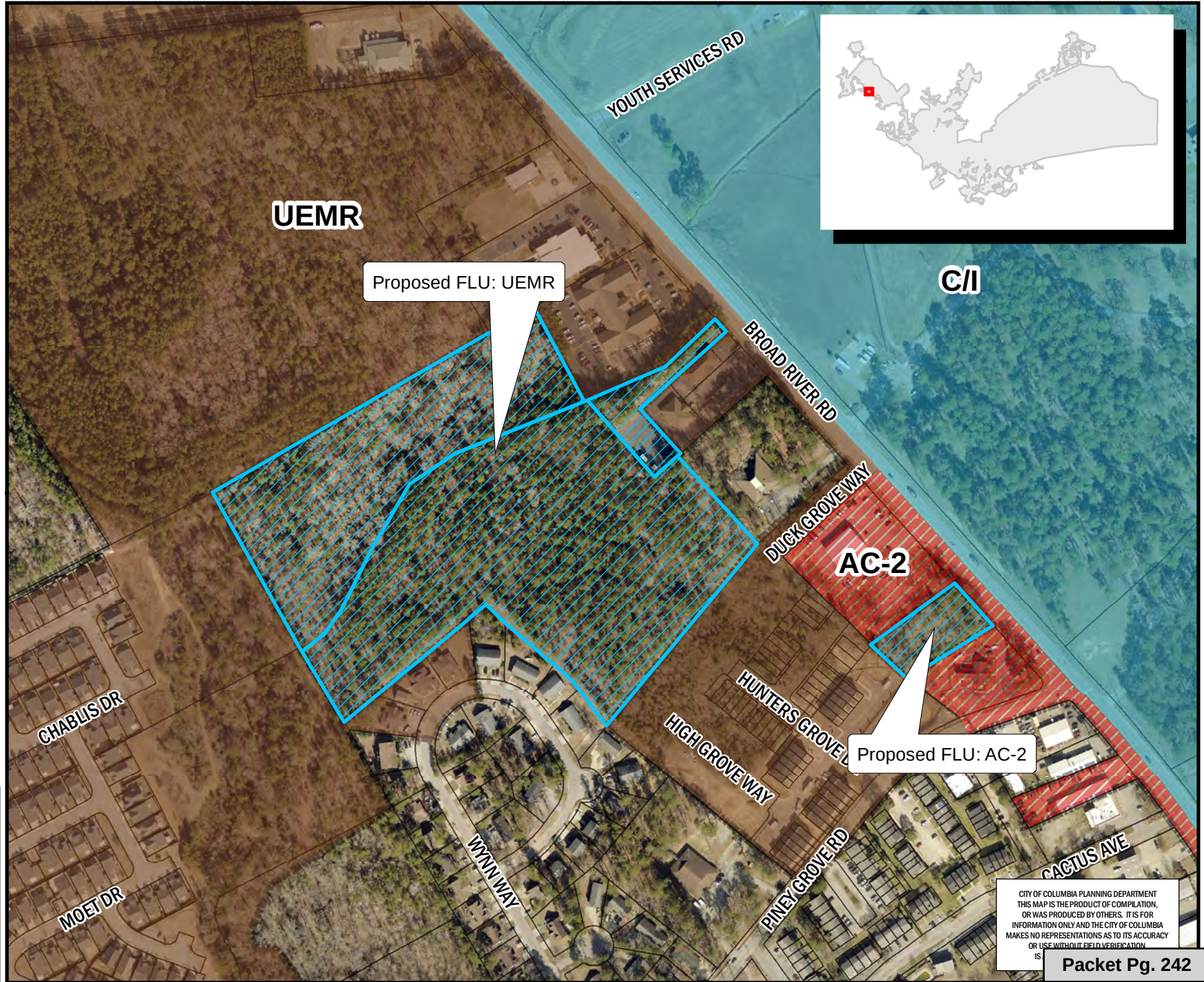
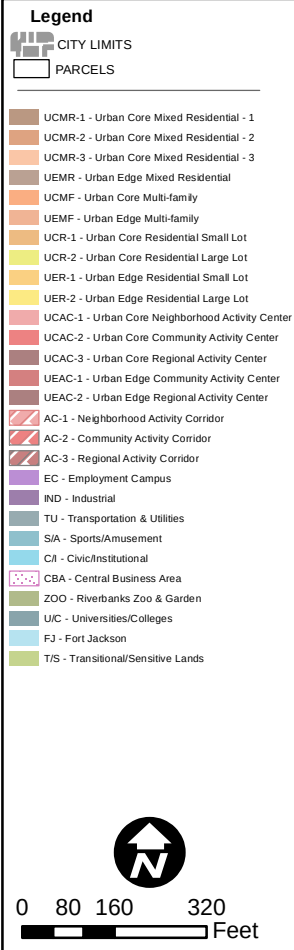
Future Land Use Map

Department of Planning & Development Services

10.60 acres W/S Broad River Rd. and 8.12 acres W/S Broad River Rd.,
TMS# 06200-01-07 and 06200-01-14;

20.a

Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UEMR and AC-2



Zoning Map

Department of Planning & Development Services

10.60 acres W/S Broad River Rd. and 8.12 acres W/S Broad River Rd.,
TMS# 06200-01-07 and 06200-01-14;
Current Rich. Co. Zoning: GC and OI, Proposed Zoning: RG-2 and RG-2, -FP and C-2

20.a

Legend

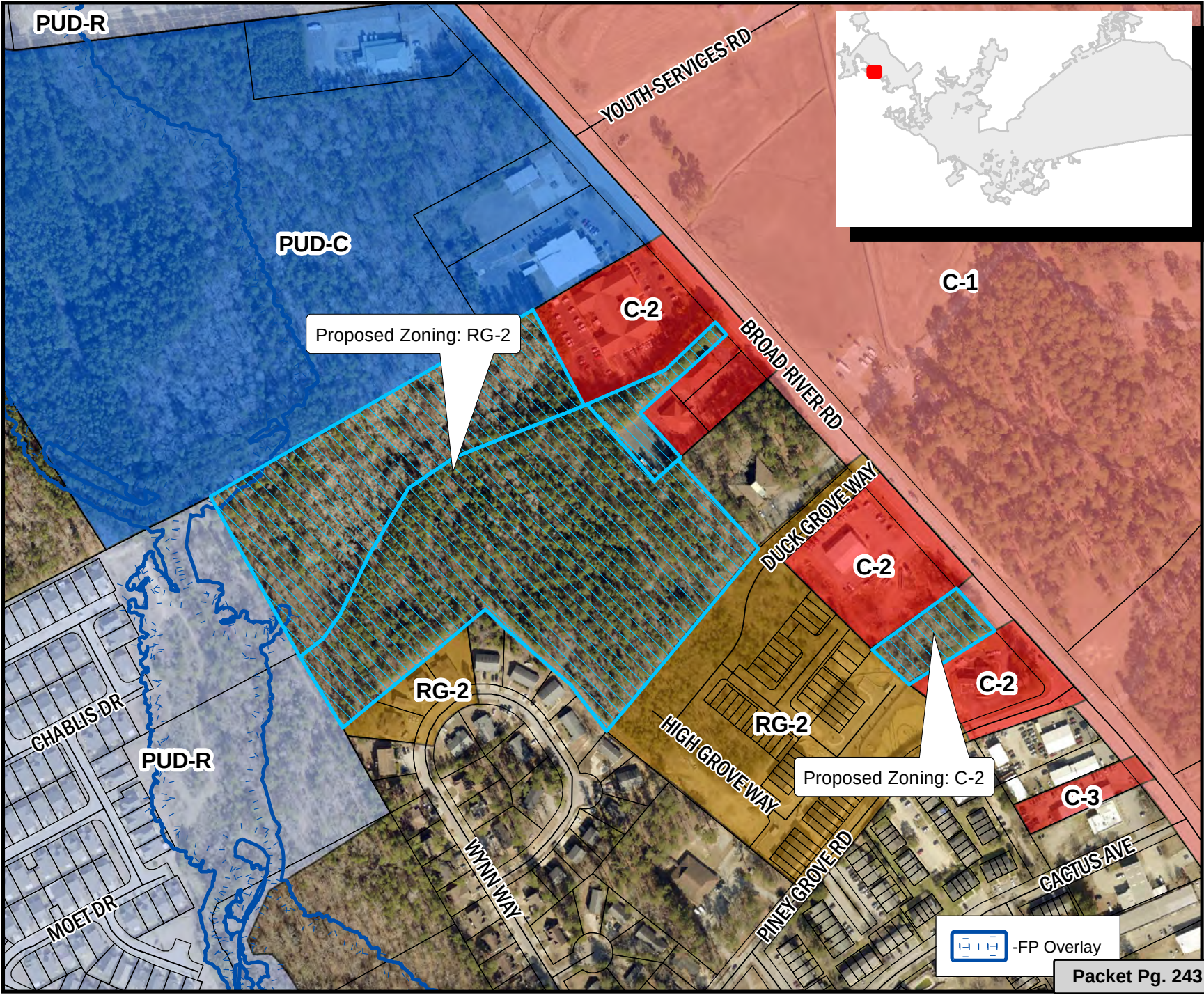
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	FUD-C
RG-1A	FUD-LS
RG-2	FUD-LS-E
RG-3	FUD-LS-R
UTD	FUD-R
MX-1	OUT OF CITY
MX-2	

0 80 160 320 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
April 15, 2021

DISCLAIMER:
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ORDINANCE NO.: 2021-060

Annexing and Incorporating 10.60 acres W/S Broad River Road and 8.12 acres W/S Broad River Road, Richland County TMS# 06200-01-07 and 06200-01-14 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of General Residential District, a portion within a Flood Protective Overlay (RG-2 and RG-2, -FP) and Neighborhood Commercial (C-2), apportioned to City Council District 1, Census Tract 103.04, contains 18.72 acres, and shall be assigned a land use classification of Urban Edge Mixed Residential (UEMR) and Community Activity Corridor (AC-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 06200-01-07 and 06200-01-14

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2021-060
EXHIBIT "A"
PROPERTY DESCRIPTION

All those certain pieces, parcels or lots of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 18.72 acres, more or less, and shown and designated as block 01, lots 07 and 14 on Richland County Tax Map 11503. Said parcels having such boundaries and measurements as are shown on said tax map.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: April 16, 2021

RE: **Property Address:** 10.60 acres W/S Broad River Road and 8.12 acres W/S Broad River Road
Richland County TMS#: 06200-01-07 and 06200-01-14
Owner(s): W. E. Sellars, Trustee, The Founder's Fund; C. W. Haynes and Company, Incorporated; BlueChoice Healthplan of South Carolina, Inc. f/k/a Companion HealthCare Corporation / McGuinn Homes, LLC
Current Use: Undeveloped
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Edge Mixed Residential (UEMR) and Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC) and Office and Institutional (OI)
Proposed City Zoning: General Residential, a portion within a Flood Protective Overlay (RG-2 and RG-2, -FP) and Neighborhood Commercial (C-2)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 1
Census Tract: 103.04

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **May 3, 2021** 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
 Joseph Jacob, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Jan Alonso, Finance Director
 Gloria Saeed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UEMR/AC-2 (Land Use classification) by 9-0
 on 5/3/2021 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-2, RG-2-FP/ (Zoning classification) by 9-0
C-2 on 5/3/2021 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



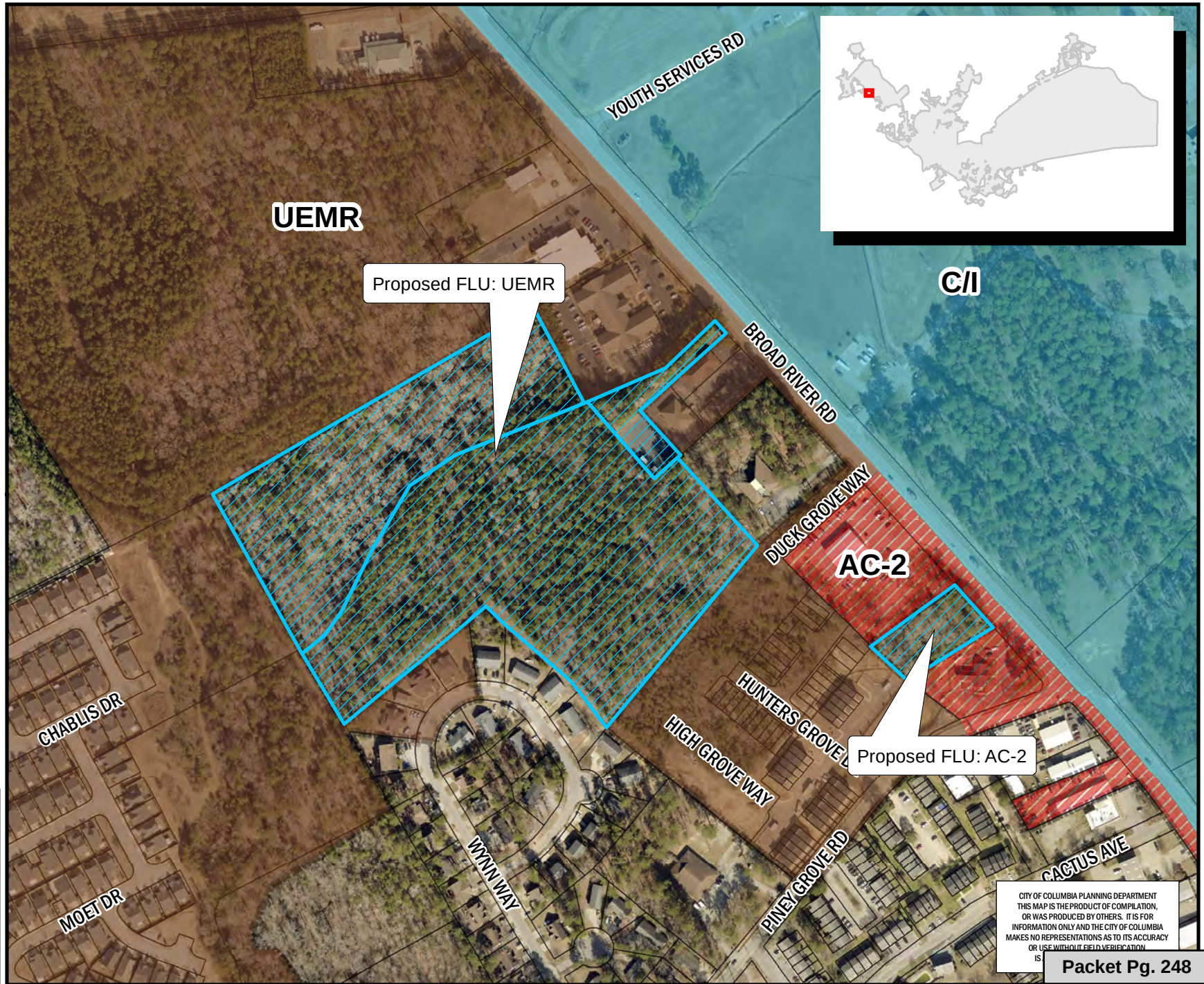
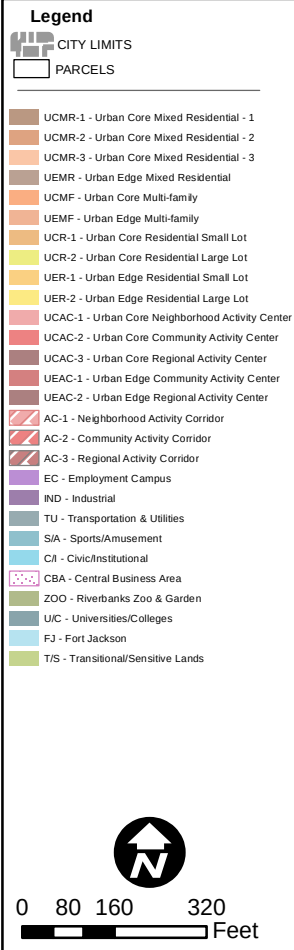
Future Land Use Map

Department of Planning & Development Services

10.60 acres W/S Broad River Rd. and 8.12 acres W/S Broad River Rd.,
TMS# 06200-01-07 and 06200-01-14;

20.b

Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UEMR and AC-2



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 4/15/2021



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED,
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INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 248

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

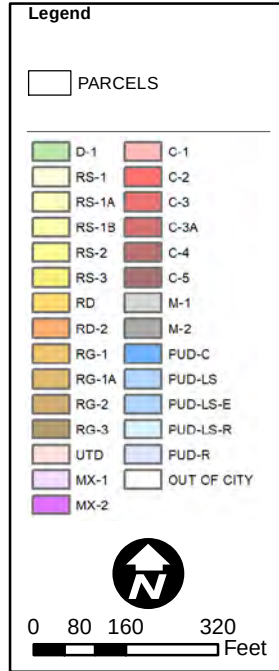
Zoning Map

Department of Planning & Development Services

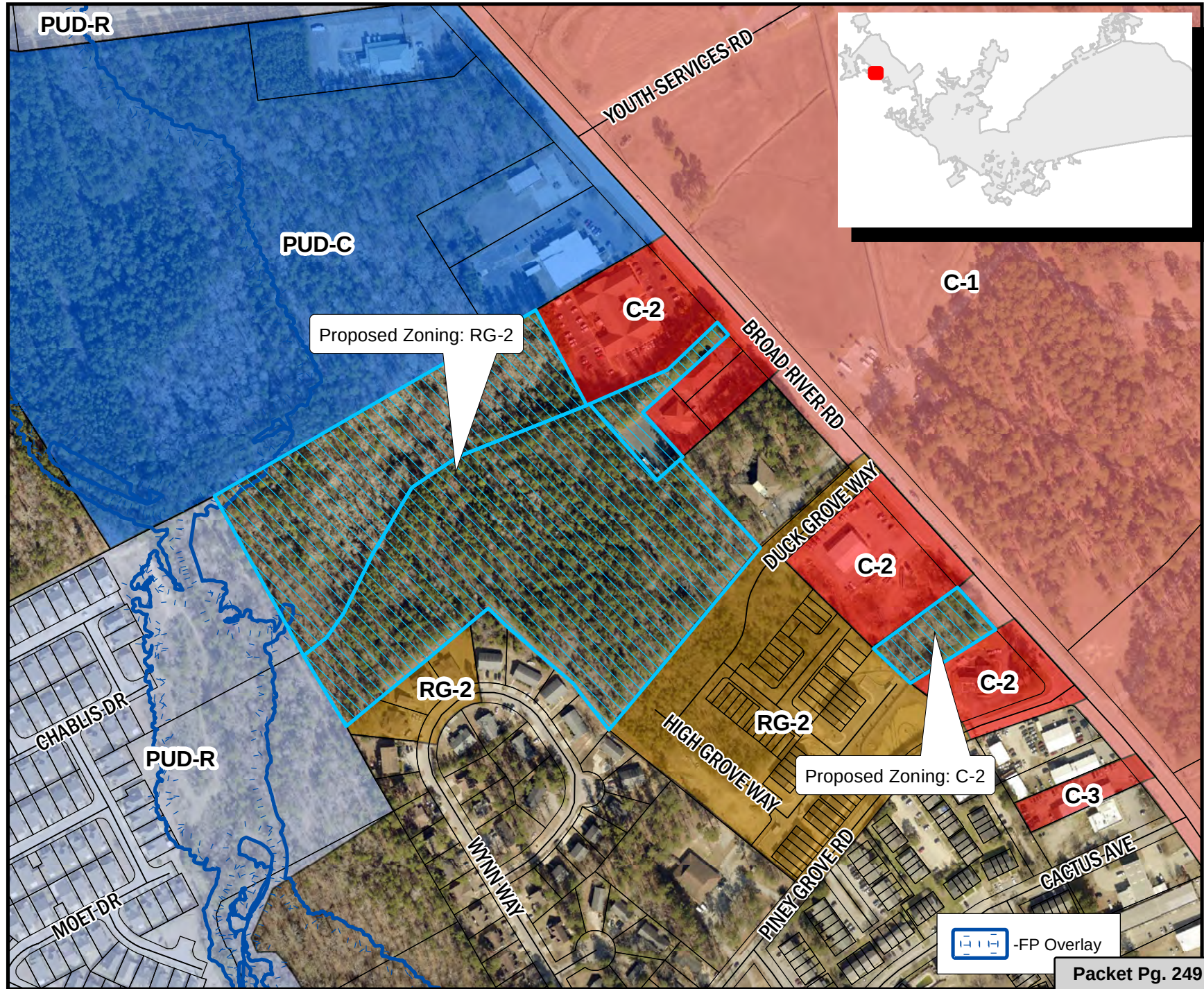
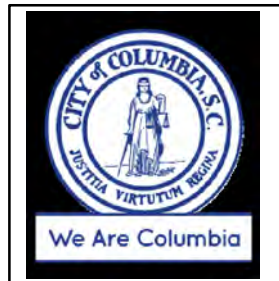
10.60 acres W/S Broad River Rd. and 8.12 acres W/S Broad River Rd.,
TMS# 06200-01-07 and 06200-01-14;

20.b

Current Rich. Co. Zoning: GC and OI, Proposed Zoning: RG-2 and RG-2, -FP and C-2



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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All those certain pieces, parcels or lots of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 18.72 acres, more or less, and shown and designated as block 01, lots 07 and 14 on Richland County Tax Map 11503. Said parcels having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 06200-01-07 and 06200-01-14

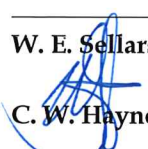
Property Address: 10.60 acres W/S Broad River Road and 8.12 acres W/S Broad River Road

Sellers:



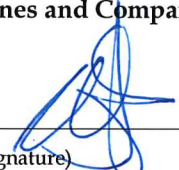
 W. E. Sellars, Trustee, The Founder's Fund

Date: 4-8-21



 C. W. Haynes and Company, Incorporated

4.8.21

BY: 

 (Signature)

Date: 4.8.21

W. E. HAYNES

 (Print Name)

ITS: TRUSTEE / PRESIDENT

BlueChoice HealthPlan of South Carolina, Inc. f/k/a and who took title as Companion HealthCare Corporation

BY: _____

 (Signature)

Date: _____

 (Print Name)

ITS: _____

Buyer:

McGuinn Homes, LLC

BY: 

 (Signature)

Date: 4/8/21

S. McGuinn

 (Print Name)

ITS: CEO

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

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Richland County TMS: 06200-01-07 and 06200-01-14

Property Address: 10.60 acres W/S Broad River Road and 8.12 acres W/S Broad River Road

Sellers:

 W. E. Sellars, Trustee, The Founder's Fund

Date: _____

C. W. Haynes and Company, Incorporated

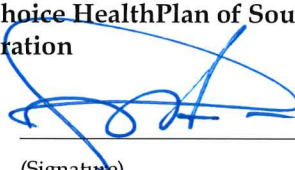
BY: _____
 (Signature)

Date: _____

 (Print Name)

ITS: _____

BlueChoice HealthPlan of South Carolina, Inc. f/k/a and who took title as Companion HealthCare Corporation

BY: 
 (Signature)

Date: 4/8/01

J.D. Holt
 (Print Name)

ITS: VP General Svcs

Buyer:

McGuinn Homes, LLC

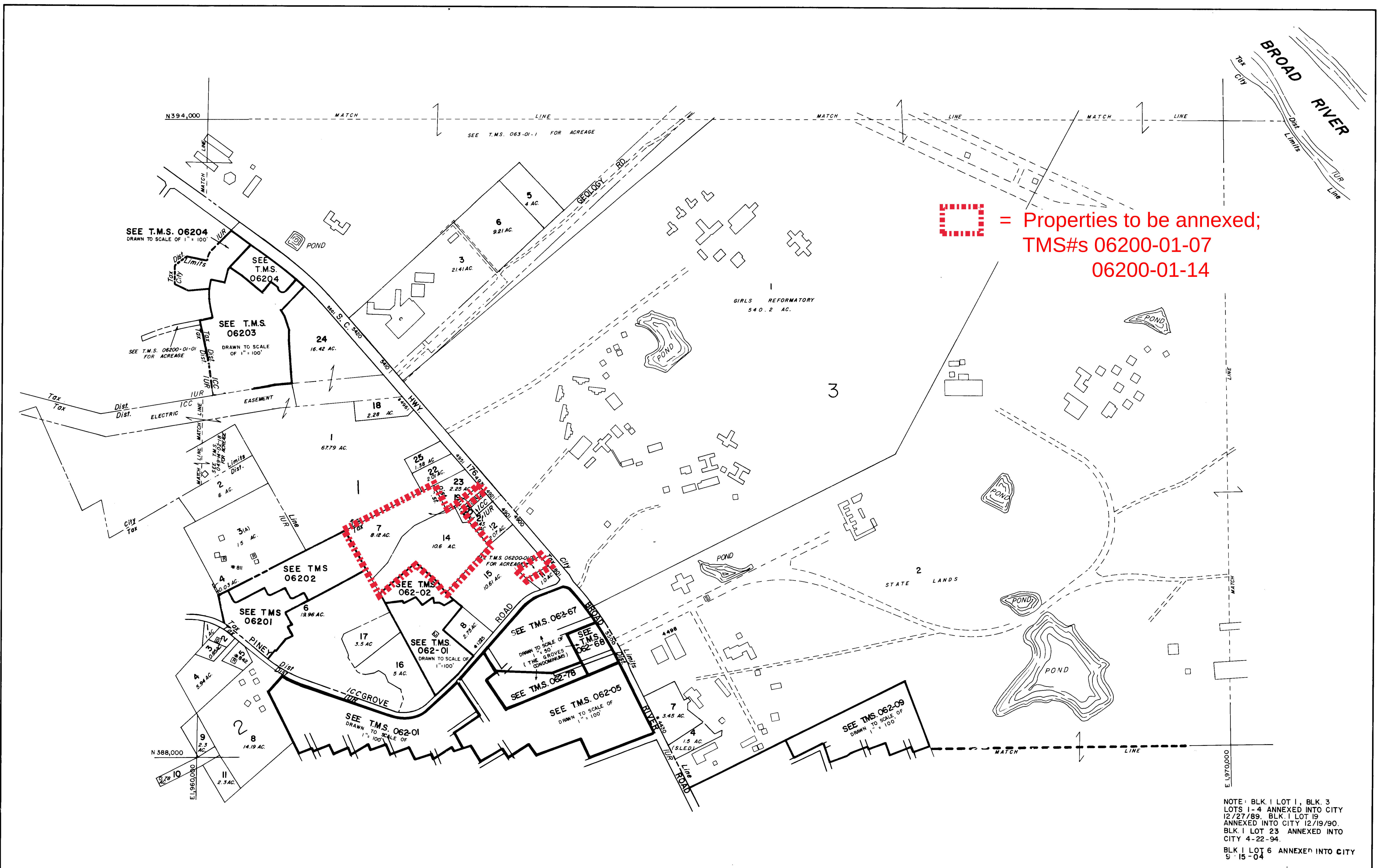
BY: _____
 (Signature)

Date: _____

 (Print Name)

ITS: _____

06200



Prepared by
KUCERA ASSOCIATES
Photogrammetric Consultants
Mentor, Ohio

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12/83	12/04
12/84	12/05
12/86	12/06
12/88	
12/02	
12/03	

PROPERTY LINE
RIGHT-OF-WAY
CITY LIMITS
SCHOOL DIST.
RAILROAD
PUMP HOUSE AND
ELECTRIC DIVIDER

LEGEND

(R) DENOTES BUILDING USE
R. RESIDENTIAL
C. COMMERCIAL
ETC.
(B/C) DENOTES SEPARATE OWNER
FROM BUILDING

BLOCK NO.
50

LOT NO.
50

LOT MEASUREMENT
150.5
ACREAGE
6.55 AC
ADDRESS
1204

PROPERTY TAX MAP
RICHLAND COUNTY
SOUTH CAROLINA

MAP KEY

050	063	077
049	062	076
048	061	075

GRAPHIC SCALE

0 400 800 1200
1" = 400'

LOCATION AND DIMENSIONS
OF BUILDINGS MAY NOT
BE DRAWN TO SCALE

PROPERTY MAP
SHEET NO.
06200
SCHOOL DISTRICT
IUR, ICC

Packet Pg. 252



CITY COUNCIL

July 20, 2021 at 2:00pm

Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 409 Hampton Trace Lane; TMS# 13616-08-07

Council District:	3
Proposal:	Request to annex the property and assign a land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Single Family Residential District (RS-2) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RS-MD by Richland County.
Applicant:	Jessica M. and Robert E. Bartley
Staff Recommendation:	Approval
PC Recommendation:	06/07/2021; Approval (8-0)
ZPH, 1 st Reading:	07/20/2021; Pending
2 nd Reading:	08/03/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.3 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole- Secondary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Residential Single Family Medium Density (RS-MD)
Proposed City Zoning: Single Family Residential District (RS-2)
Census Tract: 116.04

DETERMINATION FOR CITY SERVICES

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

Police

The Columbia Police Department has no issues with this annexation as it is surrounded by properties within the City limits. 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 would be **approximately \$200 per year**, based on calls to similar nearby properties within the City limits.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

Solid Waste provides service in this neighborhood. The cost associated with solid waste service is approximately \$216 annually per household.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

The customers on this property will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this single family residence. The property is located within a designated Secondary Donut Hole in the Urban Service Area plan. The estimated real estate tax revenue generated for the City would be **approximately \$1,100 per year**, based on the current taxable value of this property.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Donut Hole- Secondary” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes - Secondary are the donut holes where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For example, it may be that the storm drainage and/or road system is substandard or that the area is in an overburdened service area.

Annexation within an area classified as *Donut Hole - Secondary* should be considered, but an assessment of the impact on the City’s revenue and ability to serve the property/area in question is needed. In areas lacking infrastructure or serviceability, the City should work towards improving these conditions in collaboration with the communities, the County, and other organizations if possible.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential Small Lot (UER-1) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Mixed Residential (High Density) by Richland County.

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types

- Single-family Detached

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-MD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Single Family Residential District (RS-2) to the North and East. Surrounding parcels in unincorporated Richland County are currently zoned RS-MD to the North, West, and South.

The proposed City of Columbia zoning district is Single Family Residential District (RS-2).

Single Family Residential District (RS-2)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

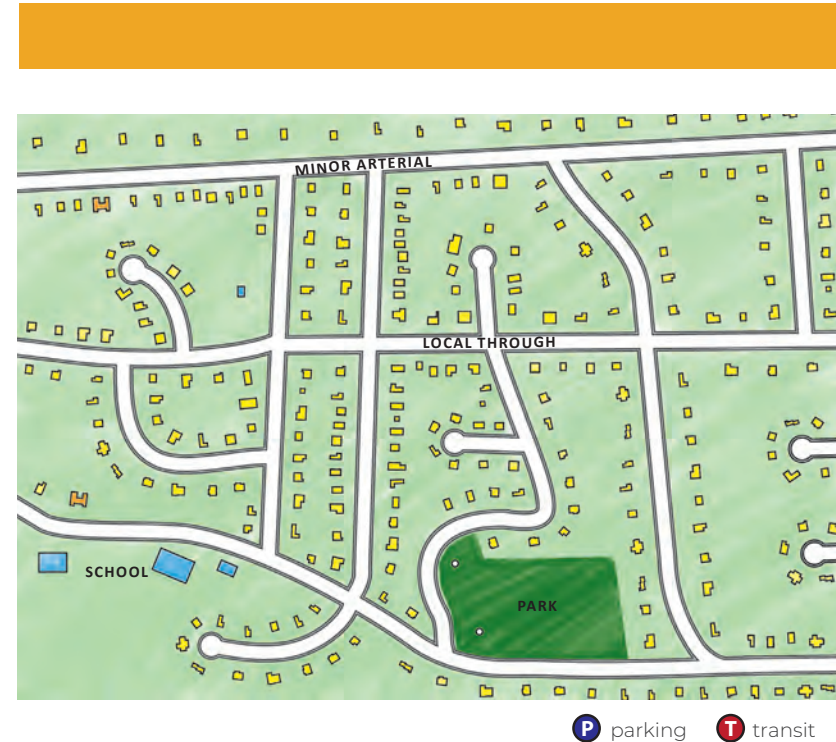
STAFF RECOMMENDATION

Staff recommends the annexation of the property and the assignment of a future land use classification of Urban Edge Residential Small Lot (UER-1) and zoning of Single Family Residential District (RS-2) at the time of annexation.

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.



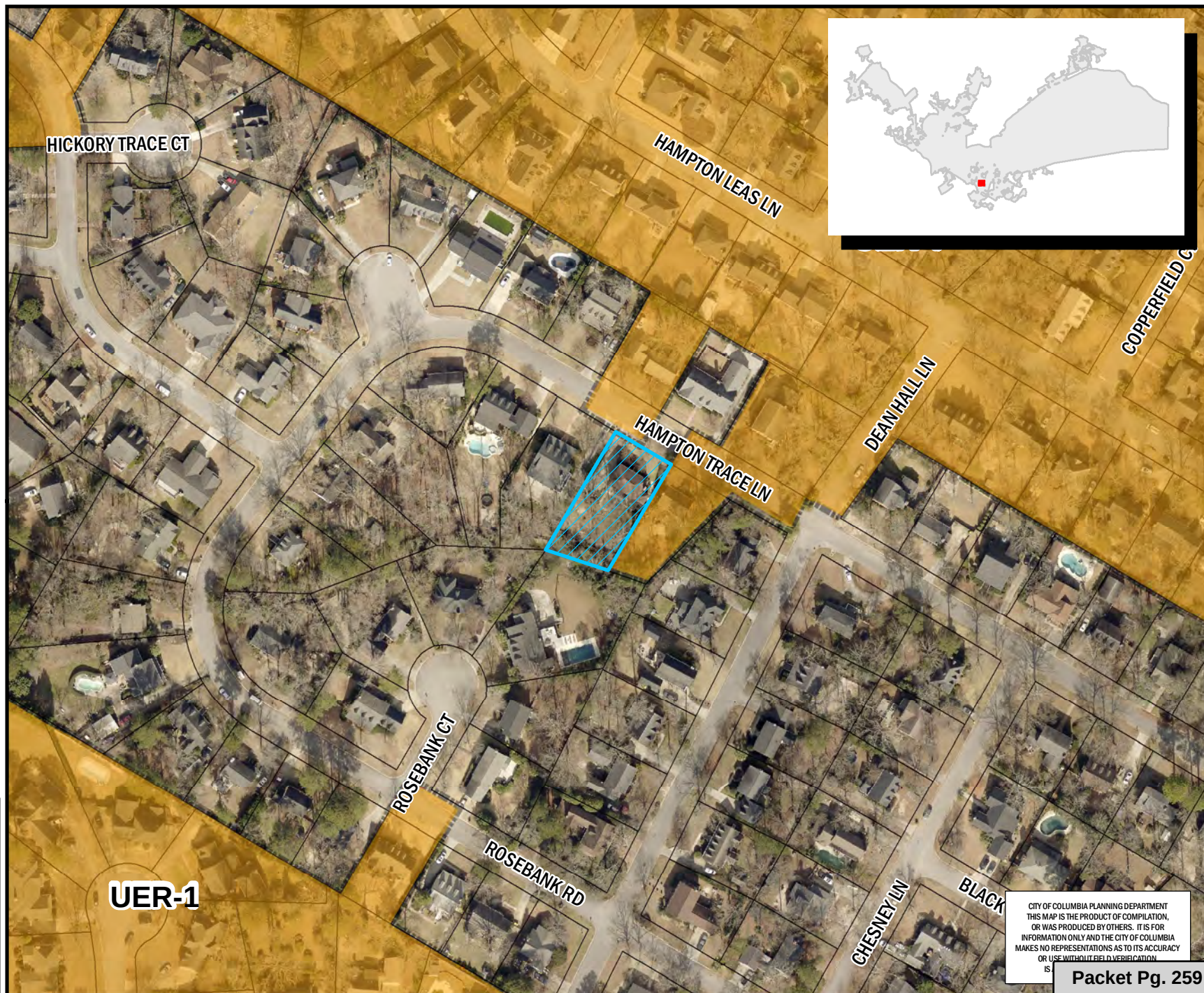
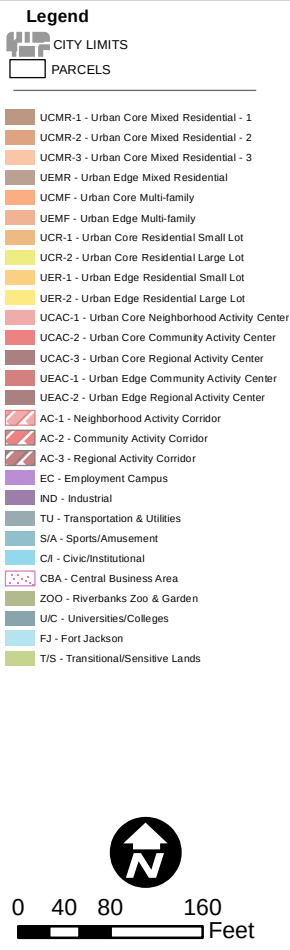


Future Land Use Map

Department of Planning & Development Services

409 Hampton Trace Lane, TMS# 13616-08-07;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed City FLU: UER-1

21.a



We Are Columbia

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 259

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

409 Hampton Trace Lane, TMS# 13616-08-07;

21.a

Existing Rich. Co. Zoning: RS-MD, Proposed City Zoning: RS-2

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	FUD-C
RG-1A	FUD-LS
RG-2	FUD-LS-E
RG-3	FUD-LS-R
UTD	FUD-R
MX-1	OUT OF CITY
MX-2	



0 40 80 160
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

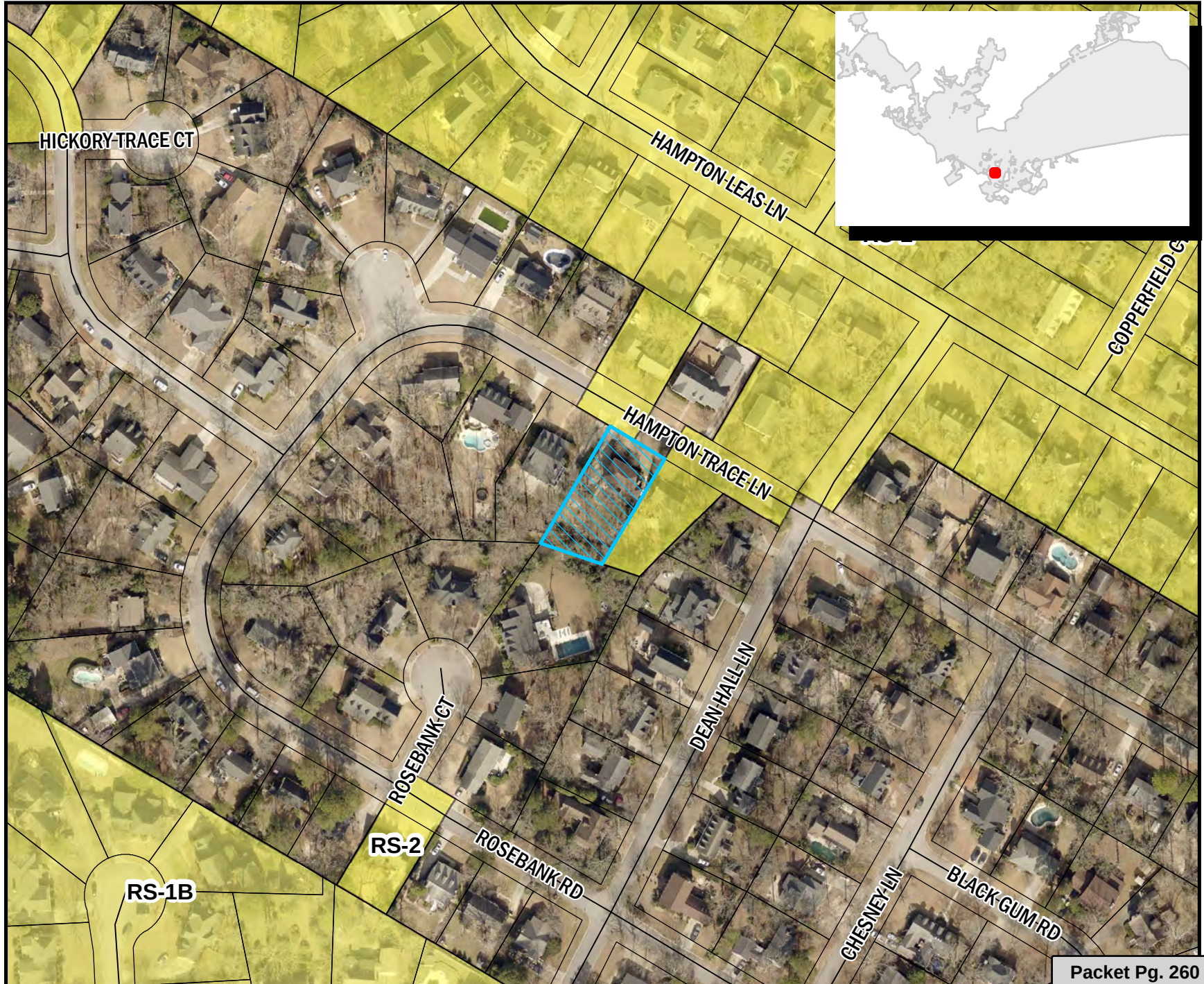
Shane Shaughnessy
May 7, 2021

DISCLAIMER:

The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



We Are Columbia



Packet Pg. 260

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2021-059

*Annexing and Incorporating 409 Hampton Trace Lane, Richland County TMS# 13616-08-07
into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of Single Family Residential District (RS-2), apportioned to City Council District 3, Census Tract 116.04, contains 0.3 acre, and shall be assigned a land use classification of Urban Edge Small Lot (UER-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13616-08-07

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:
Final Reading:

ORDINANCE NO.: 2021-059
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel of lot of land, with improvements thereon, lying , being and situate in the State of South Carolina, County of Richland, near the City of Columbia, the same being designated as Lot Number Twenty (20), Block "G", on map of Hampton Trace, Phase II, by B.P. Barber & Associates, Inc. dated September 1, 1981, revised February 10, 1982, and recorded in the Register of Deeds Office for Richland County in Plat Book "Z" at page 1837; being more particularly described on a plat prepared for Phillip Worsham and Courtney R. Worsham by Cox and Dinkins, Inc. dated September 14, 1999, recorded in Record Book R351 at page 1723, reference being made to said latter plat for a more complete description, all measurements being a little more or less.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: May 14, 2021

RE: **Property Address:** 409 Hampton Trace Lane
Richland County TMS#: 13616-08-07
Owner(s): Jessica M. and Robert E. Bartley
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Residential Singlefamily Medium Density (RS-MD)
Proposed City Zoning: Single Family Residential (RS-2)
Reason for Annexation: Municipal Services; Donut Hole - Secondary
City Council District: 3
Census Tract: 116.04

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **June 7, 2021** 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
 Joseph Jaco, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Business Liasion
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

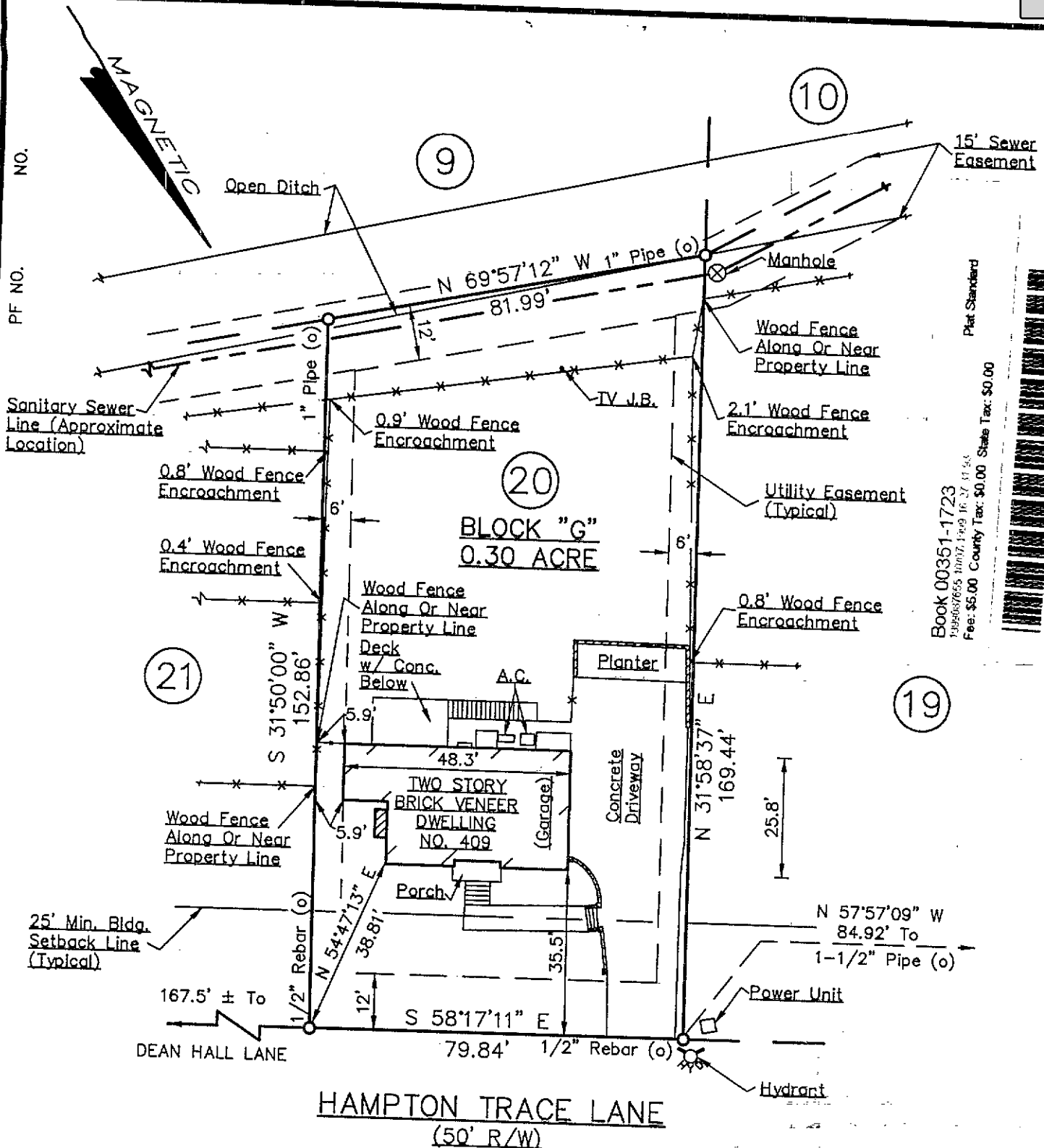
Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UER-1 (Land Use classification) by 8-0
 on 6/7/2021 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RS-2 (Zoning classification) by 8-0
 on 6/7/2021 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)





I hereby certify that this plat depicts only existing parcels or lots of land which were platted and duly recorded in the Office of the Register of Deeds at Plat Book 7, Page 1837, prior to the survey upon which this plat is based, having substantially the same shape and dimensions as shown hereon, and that no new divisions creating new or different lots of tracts were made in preparing this plat or appear hereon.

9/17/99
DATE
J. H. T. R. J.
REGISTERED LAND SURVEYOR

PLAT PREPARED FOR
PHILLIP WORSHAM & COURTNEY R. WORSHAM

RICHLAND COUNTY, NEAR COLUMBIA, S.C.

THE SAME BEING DESIGNATED AS LOT NO. 20, BLOCK "G", ON MAP OF HAMPTON TRACE, PHASE II, BY B.P. BARBER & ASSOCIATES, INC., DATED SEPTEMBER 1, 1981, REVISED FEBRUARY 10, 1982, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK "Z", PAGE 1837.

SEPTEMBER 14, 1999

COX and DINKINS, INC.
ENGINEERS & SURVEYORS

614 HOLLY STREET ; COLUMBIA, S.C. - 29205

I hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein; also there are no visible encroachments or projections other than shown.

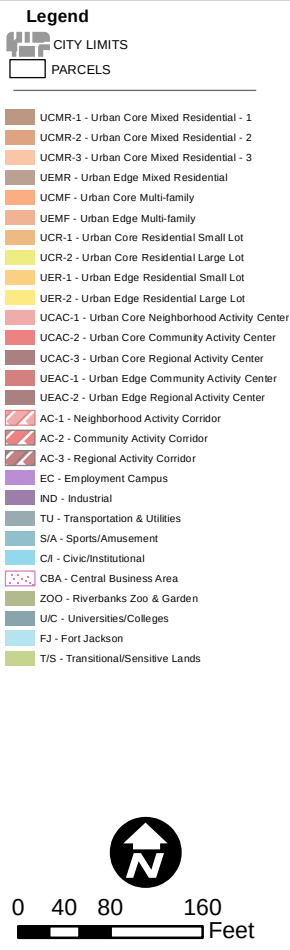
J. H. T. R. J.
REG. LAND SURVEYOR NO. 13517
J. DON RAWLS, JR.

Future Land Use Map

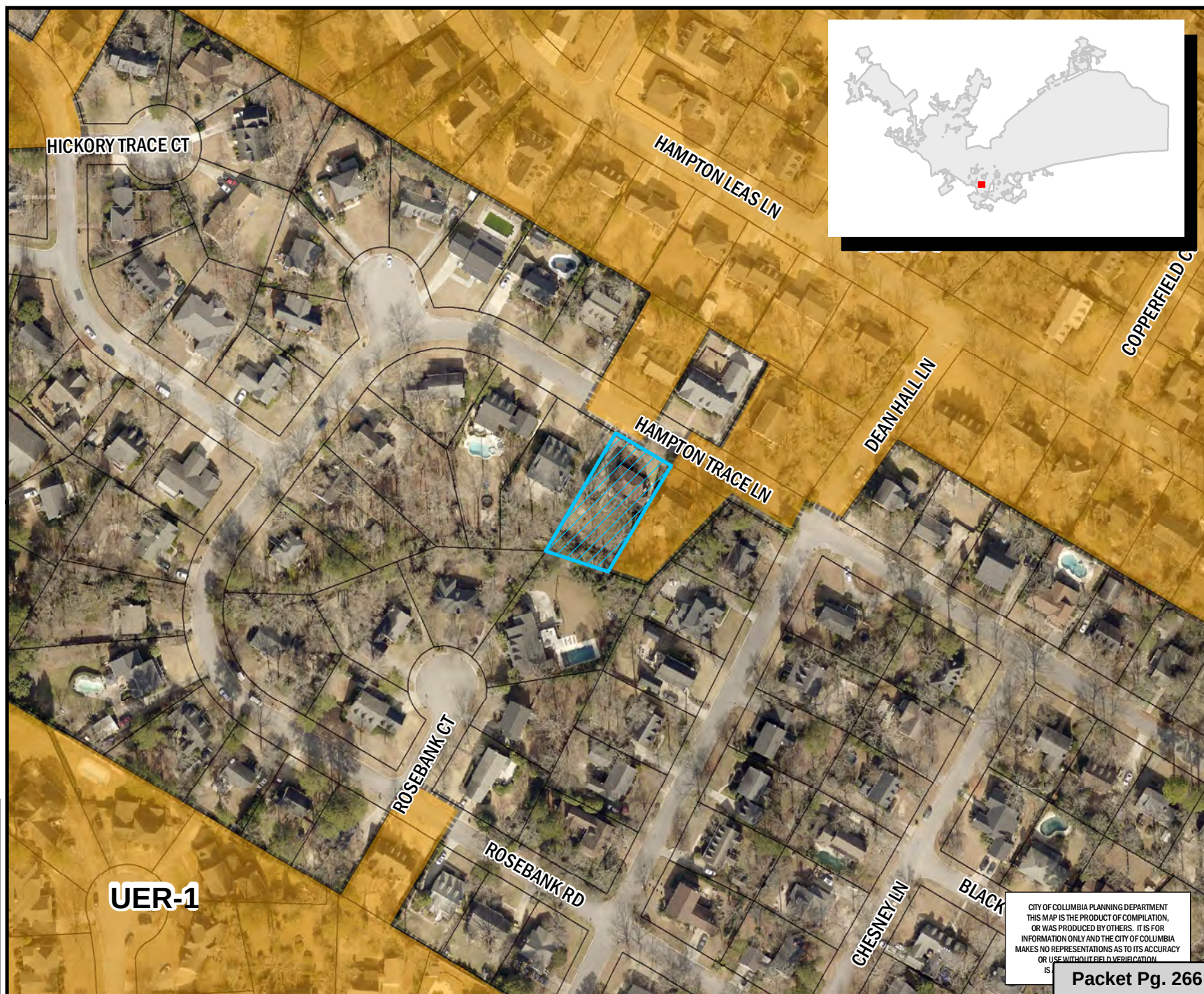
Department of Planning & Development Services

409 Hampton Trace Lane, TMS# 13616-08-07;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed City FLU: UER-1

21.b



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 5/7/2021



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 266

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

409 Hampton Trace Lane, TMS# 13616-08-07;
Existing Rich. Co. Zoning: RS-MD, Proposed City Zoning: RS-2

21.b

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	FUD-C
RG-1A	FUD-LS
RG-2	FUD-LS-E
RG-3	FUD-LS-R
UTD	FUD-R
MX-1	OUT OF CITY
MX-2	



0 40 80 160
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

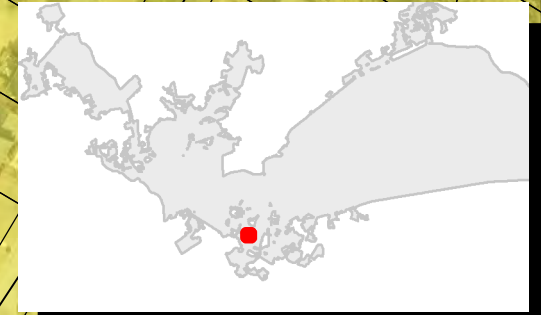
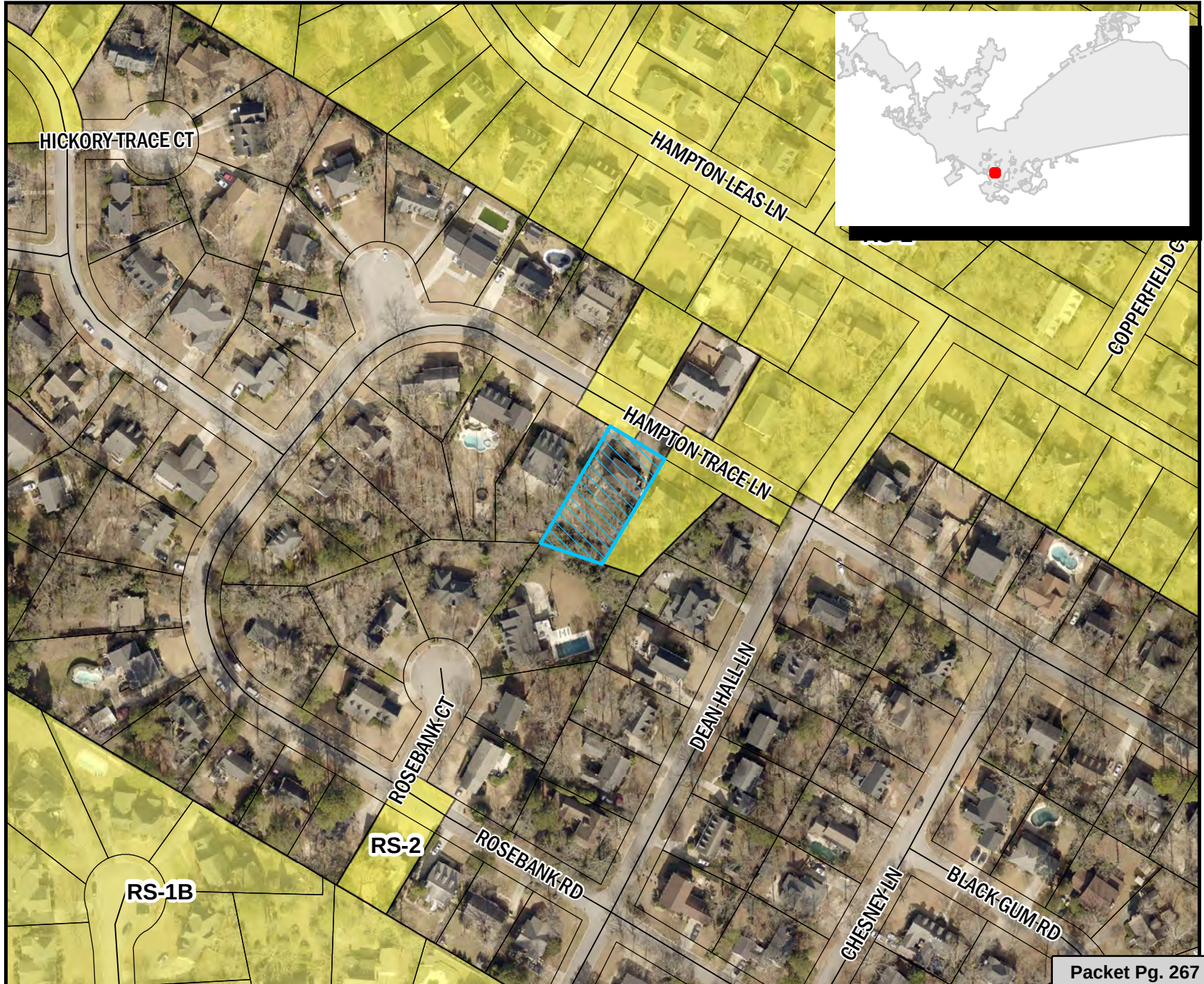
Shane Shaughnessy
May 7, 2021

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We Are Columbia



Packet Pg. 267

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel of lot of land, with improvements thereon, lying , being and situate in the State of South Carolina, County of Richland, near the City of Columbia, the same being designated as Lot Number Twenty (20), Block "G", on map of Hampton Trace, Phase II, by B.P. Barber & Associates, Inc. dated September 1, 1981, revised February 10, 1982, and recorded in the Register of Deeds Office for Richland County in Plat Book "Z" at page 1837; being more particularly described on a plat prepared for Phillip Worsham and Courtney R. Worsham by Cox and Dinkins, Inc. dated September 14, 1999, recorded in Record Book R351 at page 1723, reference being made to said latter plat for a more complete description, all measurements being a little more or less.

Richland County TMS: 13616-08-07

Property Address: 409 Hampton Trace Lane

Robert E. Bartley
 Robert E. Bartley

Date: 4/21/2021

Jessica M. Bartley
 Jessica M. Bartley

Date: 4/21/2021



CITY COUNCIL

July 20, 2021 at 2:00pm

Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 7432 Broad River Road; TMS# 05100-04-10(p)

Council District:	1
Proposal:	Request to annex the property and assign a land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (C-3) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.
Applicant:	Robertson Family Holdings, LLC / LCE Investments, LLC
Staff Recommendation:	Approval
PC Recommendation:	06/07/2021; Approval (8-0)
ZPH, 1 st Reading:	07/20/2021; Pending
2 nd Reading:	08/03/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2 acres
Current Use: Undeveloped
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial District (C-3)
Census Tract: 103.08

DETERMINATION FOR CITY SERVICES

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

Police

The Columbia Police Department has no issues with this annexation, a property surrounded by the City. 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 a proposed dental office would be **approximately \$260 per year**, based on calls to similar properties within the City limits.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Engineering

Because water lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. The property is within the Richland County Utilities sewer service area.

Water Customer Care

Any proposed development on the annexed property would result in new customers, who will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this commercial property – a dental office has been proposed for the site, and the property is located within a designated Primary Area in the Urban Service Area plan. The estimated real estate tax revenue generated for the City would be **approximately \$3,000 per year**, based on the taxable value of similar uses and properties.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Primary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary Areas are made up of land contiguous to the City where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexations within *Primary Areas* are the second highest priority, after areas classified as *Donut Hole - Primary*. Barring unanticipated circumstances, annexation is recommended and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Community Activity Corridor (AC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Neighborhood (Medium Density) by Richland County.

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.

Primary Types

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

Secondary Types

- Multi-family Small & Medium

Tertiary Types

- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the East. Surrounding parcels in unincorporated Richland County are currently zoned GC to the North, West, and South.

The proposed City of Columbia zoning district is General Commercial District (C-3).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

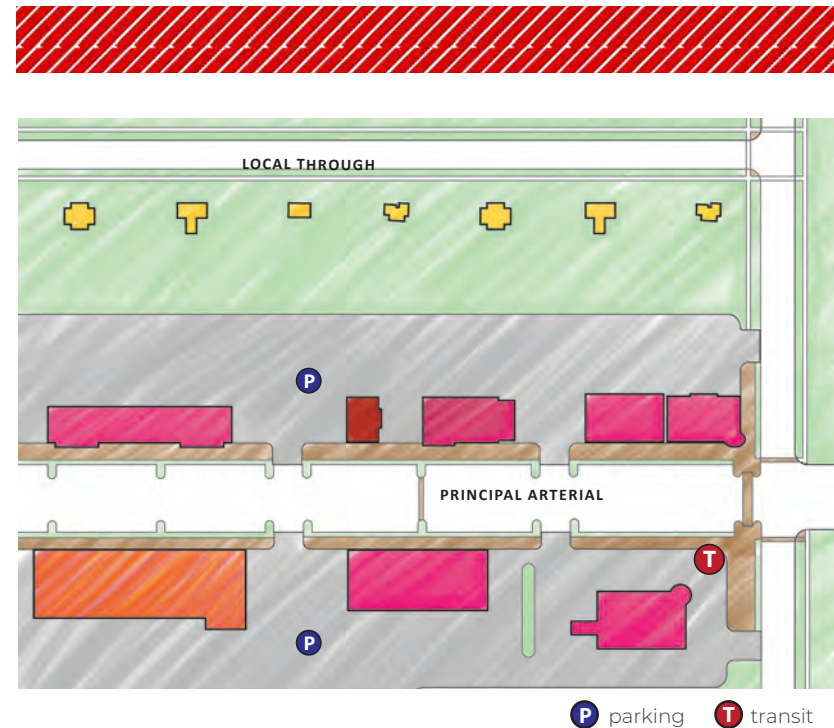
STAFF RECOMMENDATION

Staff recommends the annexation of the property, the assignment of a future land use classification of Community Activity Corridor (AC-2) and zoning of General Commercial District (C-3) at the time of annexation.

Development Types

COMMUNITY ACTIVITY CORRIDOR (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.



AC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

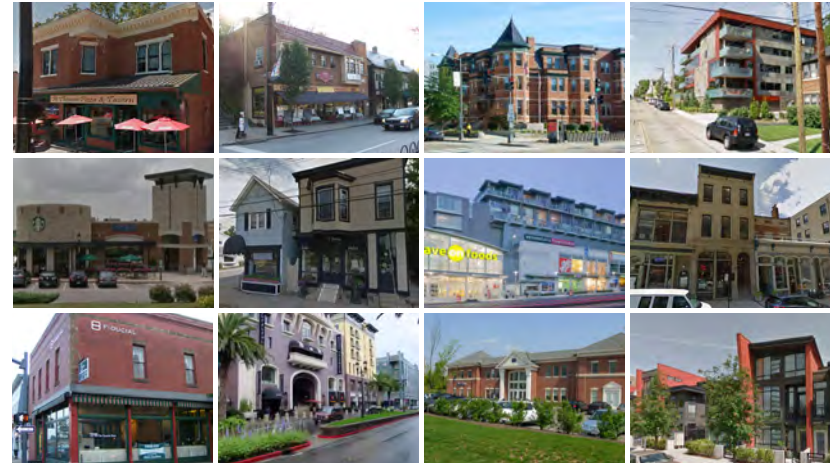
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-2 DEVELOPMENT PATTERN/CONTEXT

- Streets are principal or minor arterial roads carrying high traffic volumes,
- Blocks are not the base component for this development type.
- Lots are large and adequately deep and wide to accommodate groups of smaller businesses or medium to larger format buildings with sufficient parking. Floor area ratios (FARs) are usually in the range of 0.2 to 0.25 for these corridors, but FARs of 3.0 or greater may be appropriate as infill and redevelopment occur.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk, or setback with parking lots in front of the buildings. In new or redevelopment projects, setting the buildings close to the street is preferred with side or rear lots. Access to businesses should be provided from the sidewalk. Buildings may be out-lot, freestanding structures, or in attached strip mall-type structures.
- Designated off-street parking areas are typically located in front of or behind each building; corridors may also have on-street parking.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians, bicyclists, transit users, and motorists, as well as accessibility for all businesses.



- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards are typical.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories.

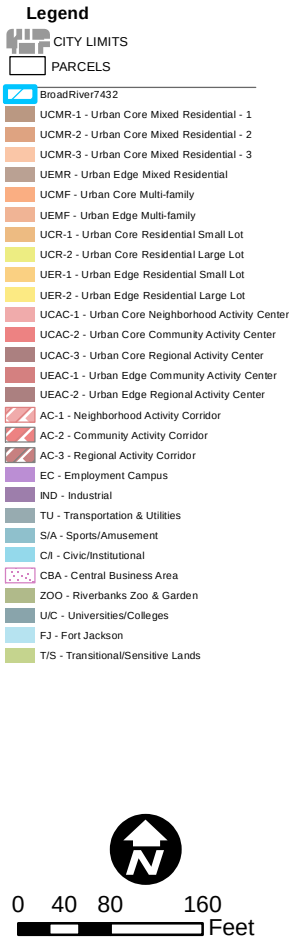


Future Land Use Map

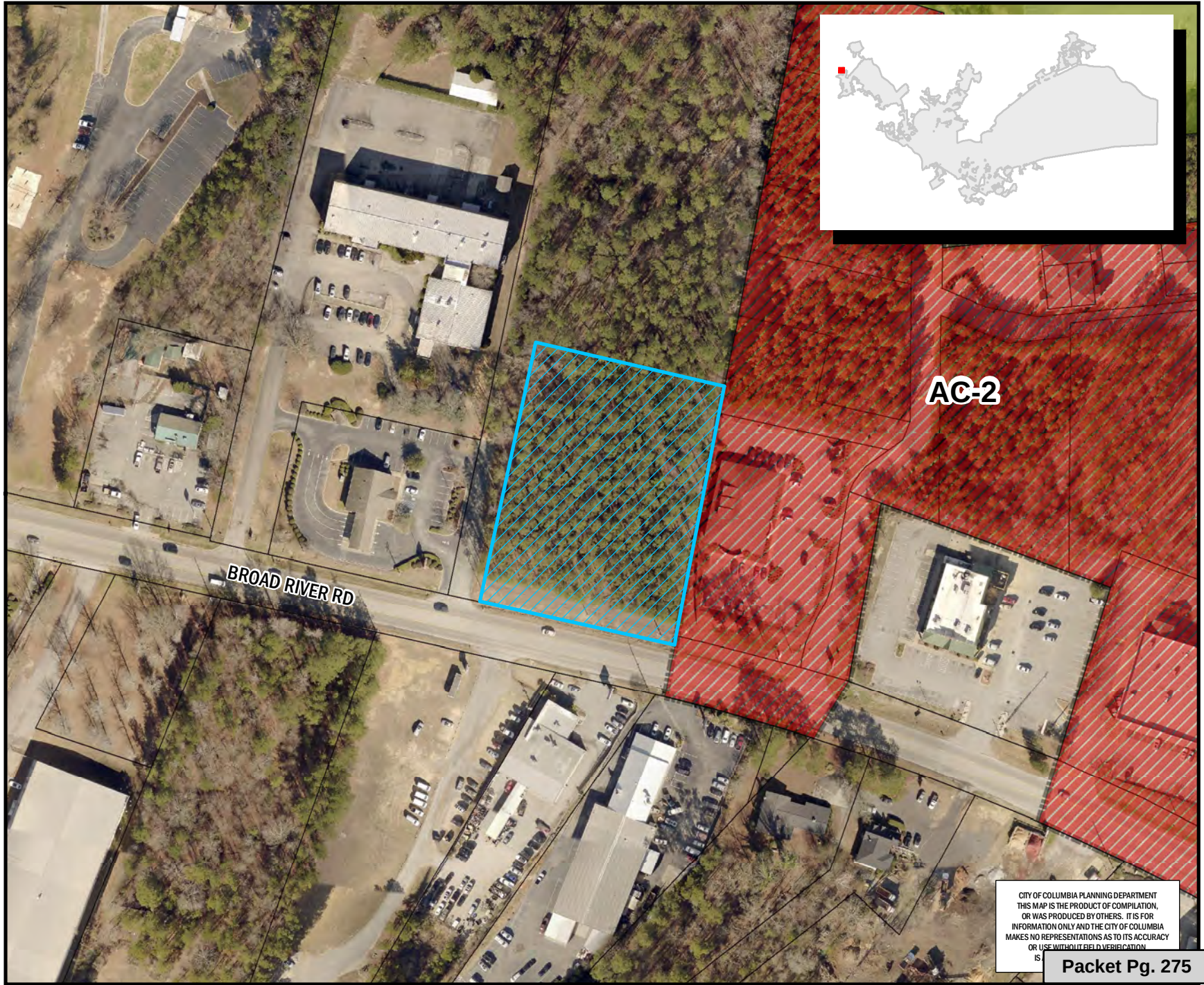
Department of Planning & Development Services

7432 Broad River Road, TMS# 05100-04-10(p);
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City FLU: AC-2

22.a



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 5/12/2021



CITY OF COLUMBIA PLANNING DEPARTMENT
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OR USE WITHOUT FIELD VERIFICATION.

Packet Pg. 275

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

7432 Broad River Road, TMS# 05100-04-01(p),
Current Rich. Co. Zoning: GC, Proposed City Zoning: C-3

22.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	FUD-C
RG-1A	FUD-LS
RG-2	FUD-LS-E
RG-3	FUD-LS-R
UTD	FUD-R
MX-1	OUT OF CITY
MX-2	



0 40 80 160
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

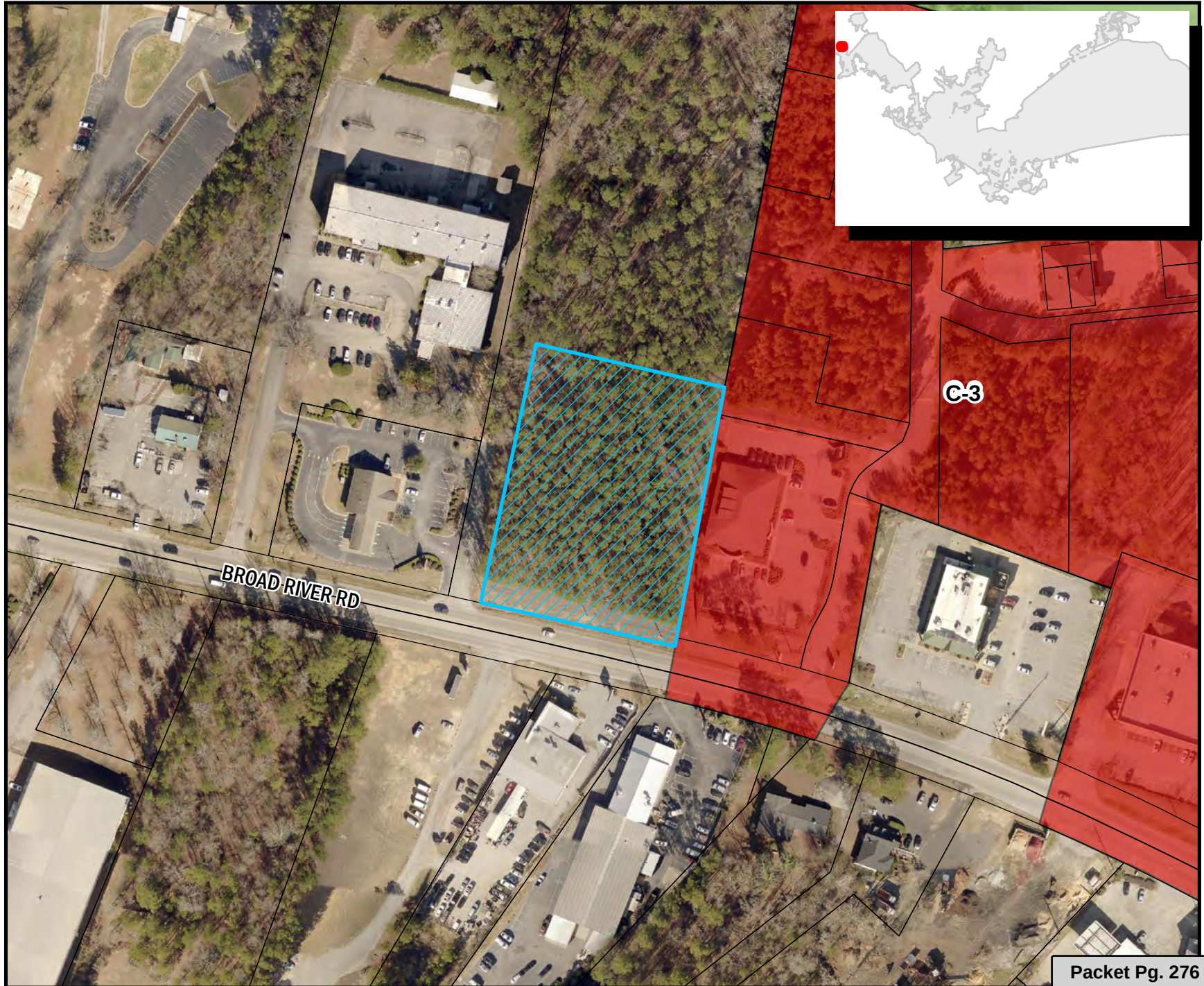
Shane Shaughnessy
May 12, 2021

DISCLAIMER:

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We Are Columbia



Packet Pg. 276

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2021-057

*Annexing and Incorporating 7432 Broad River Road, Richland County TMS# 05100-04-10(p)
into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of General Commercial District (C-3), apportioned to City Council District 1, Census Tract 103.08, contains 2 acres, and shall be assigned a land use classification of Community Activity Corridor (AC-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 05100-04-10(p)

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney
Introduced:
Final Reading:

City Clerk

ORDINANCE NO.: 2021-057
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, a 2.00-acre portion of Richland County TMS# 05100-04-10, shown as "Parcel D-2" on a plat prepared for LCE Investments, LLC by Baxter Land Surveying Co., Inc., dated March 10, 2021. Said plat being incorporated by reference for a more complete description of the property.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: May 14, 2021

RE: **Property Address:** 7432 Broad River Road
Richland County TMS#: 05100-04-10 (2.00-acre portion)
Owner(s): Robertson Family Holdings, LLC / LCE Investments, LLC
Current Use: Undeveloped
Proposed Use: Commercial
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 1
Census Tract: 103.08

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **June 7, 2021** 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
 Joseph Jaco, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Business Liaison
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 Michelle Brazell, Engineering
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 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: AC-2 (Land Use classification) by 8-0
 on 6/7/2021 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 8-0
 on 6/7/2021 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

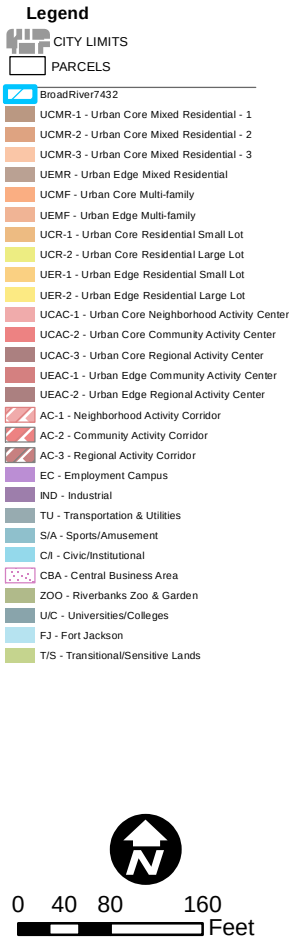


Future Land Use Map

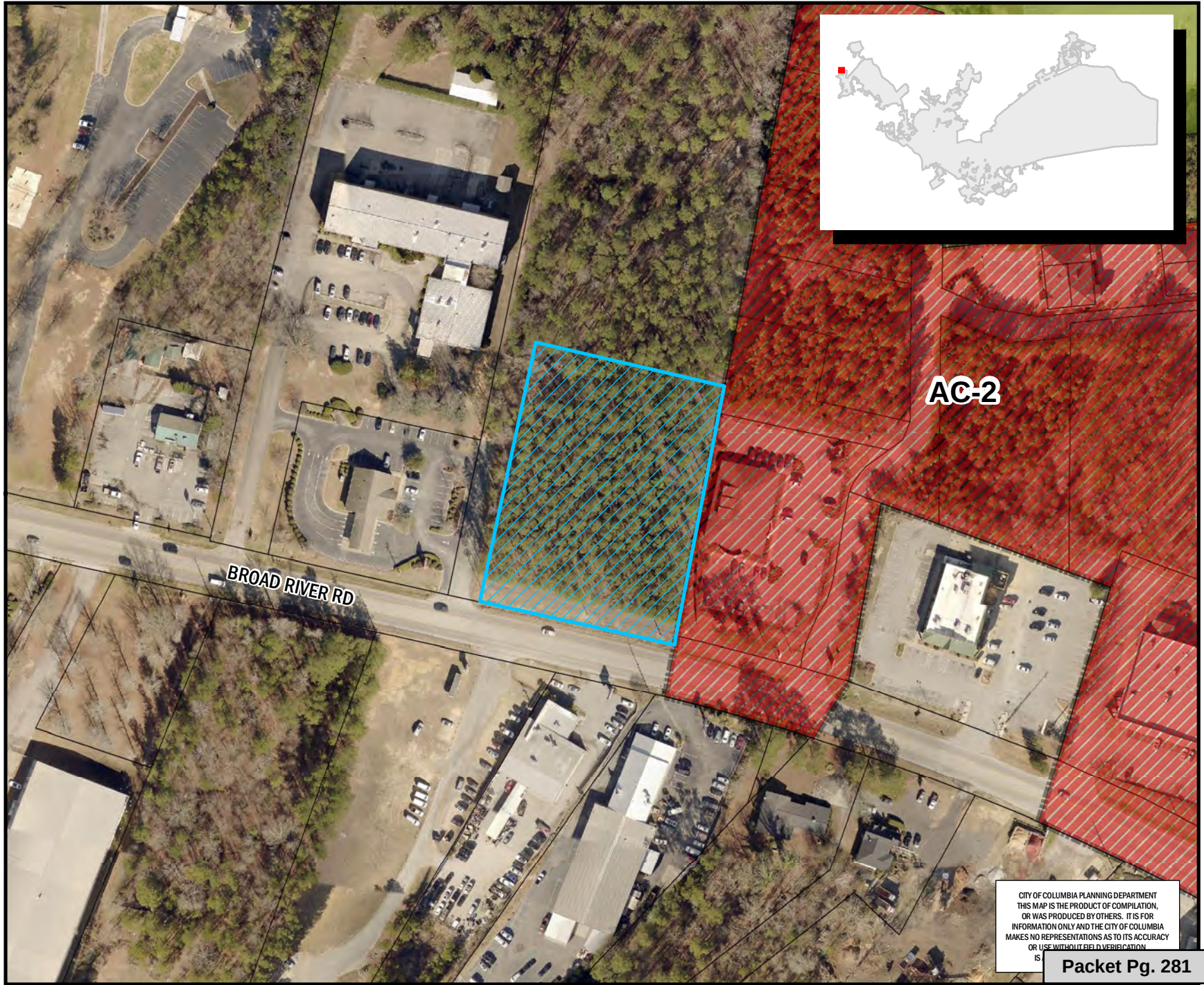
Department of Planning & Development Services

7432 Broad River Road, TMS# 05100-04-10(p);
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City FLU: AC-2

22.b



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 5/12/2021



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Packet Pg. 281

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

7432 Broad River Road, TMS# 05100-04-01(p),
Current Rich. Co. Zoning: GC, Proposed City Zoning: C-3

22.b

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	FUD-C
RG-1A	FUD-LS
RG-2	FUD-LS-E
RG-3	FUD-LS-R
UTD	FUD-R
MX-1	OUT OF CITY
MX-2	



0 40 80 160
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

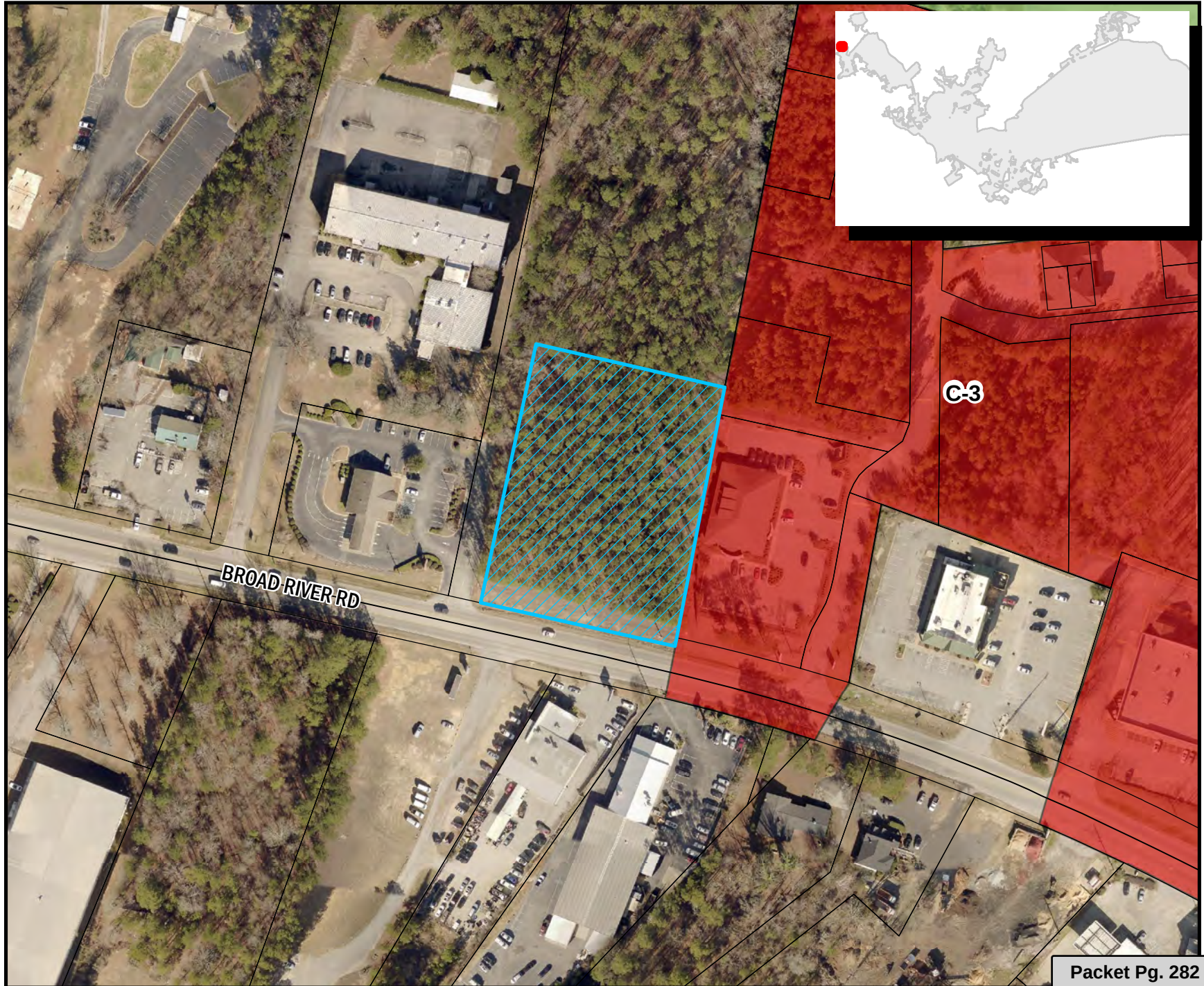
Shane Shaughnessy
May 12, 2021

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We Are Columbia



Packet Pg. 282

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, a 2.00-acre portion of Richland County TMS# 05100-04-10, shown as "Parcel D-2" on a plat prepared for LCE Investments, LLC by Baxter Land Surveying Co., Inc., dated March 10, 2021. Said plat being incorporated by reference for a more complete description of the property.

Richland County TMS: 05100-04-10 (2.00-acre portion)
 Property Address: 7432 Broad River Road

Seller:

Robertson Family Holdings, LLC


 (Signature)

Date: 05/05/2021

Tyler Robertson
 (Print or Type Name)

ITS: owner
 (Print or Type Title)

Buyer:

LCE Investments, LLC

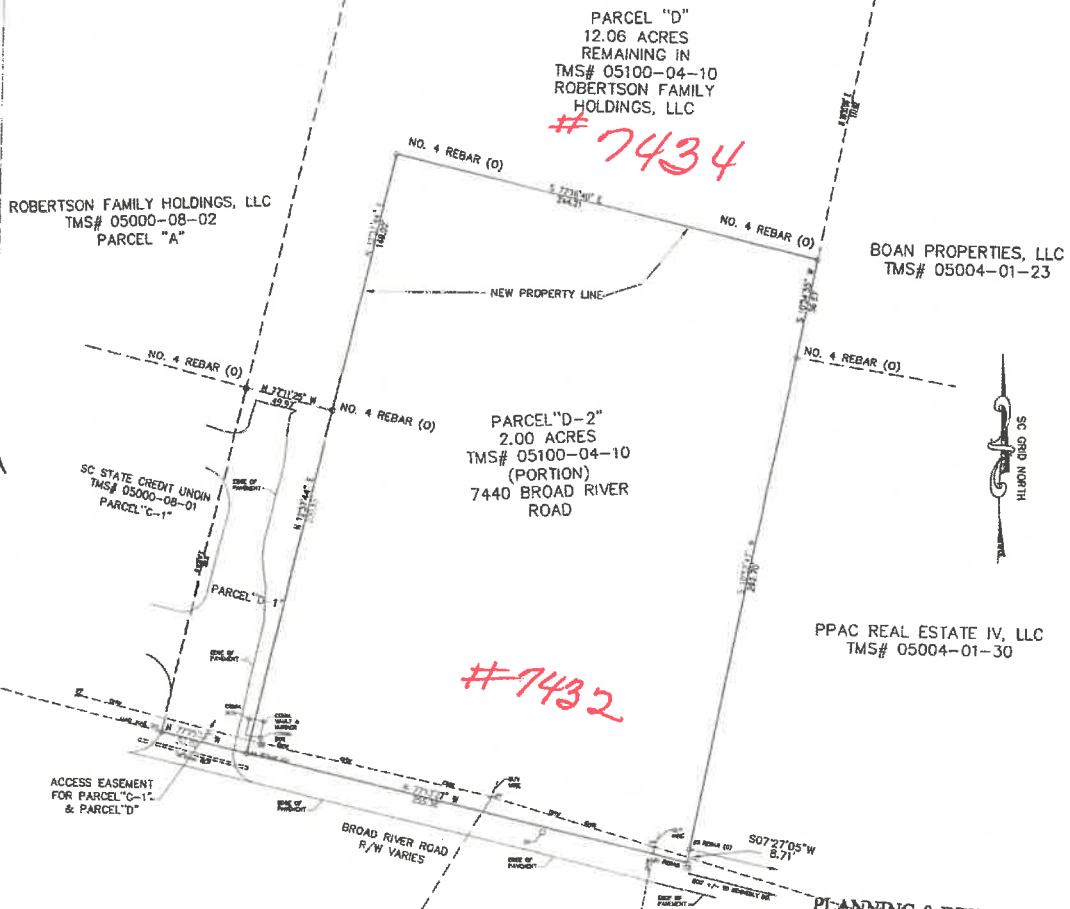
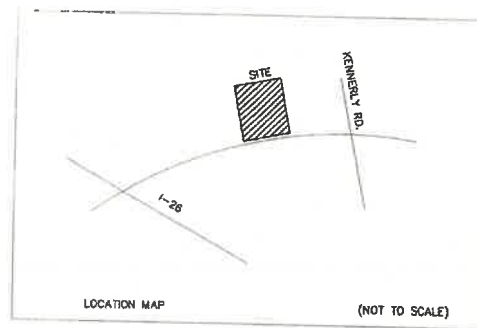

 (Signature)

Date: 5/5/2021

Daniel Branchal
 (Print or Type Name)

ITS: Owner
 (Print or Type Title)

PROPERTY MAY BE SUBJECT TO RECORDS OR UNRECORDED EASEMENTS OR RESTRICTIONS NOT OBSERVED AND TO INFORMATION REVEALED BY A COMPLETE TITLE SEARCH. THE SURVEYOR DOES NOT PURPORT TO GUARANTEE THE ACCURACY OF THE LOCATION OF THE PROPERTY OR THE LOCATION OF THE BOUNDARIES.



FLOOD STATEMENT:
PROPERTY LIES WITHIN UNSHADED ZONE "X"
PER FIRM PANEL45079C0206 L, DATED
12/21/2017

THE INTENTION OF THIS PLAT IS FOR
PARCEL "D-2" TO BECOME A SEPARATE
TAX MAP PARCEL UPON RECORDATION OF
THIS PLAT AND DEEDING OF PROPERTY.

PLANNING & DEVELOPMENT SERVICES
RICELAND COUNTY SOUTH CAROLINA

APPROVED FOR RECORDING

Date 4/15/2021
RCE# AD21050
Signature [Signature]

PLAT PREPARED FOR
LCE INVESTMENTS, LLC

RICELAND COUNTY, NEAR BRAD, SC

AUTHORITY: RECORD BOOK 1148, PAGE 1331 AND RECORDS DEPT. MAPS, 1748, 1752

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, BELIEF, AND FAITH, THE SURVEY SHOWN HEREON
WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYORS' ACT OF 1962, AS AMENDED BY
CHAPTER 1, AND ACCORDING TO THE BEST INTERESTS OF THE PUBLIC, AND THAT I AM A LICENSED SURVEYOR
IN THE STATE OF SOUTH CAROLINA.

[Signature]
ROSSER W. DARTON, JR. SURV. NO. 7613



1" = 30' MARCH 10, 2021

BAXTER LAND SURVEYING CO., INC.
2204 Devine Street Columbia, SC 29205 (803)-252-8564

ORDINANCE NO.: 2021-056

*Annexing and Incorporating 8025 Garners Ferry Road and 8041 Garners Ferry Road, Richland County
TMS# 19100-05-04 and 19000-01-10 into Columbia Compass: Envision 2036 adopted by
Ordinance No.: 2020-028 on August 4, 2020*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of Single Family Residential District (RS-3), apportioned to City Council District 3, Census Tract 116.07, contains 94.33, and shall be assigned a land use classification of Urban Edge Residential Small Lot (UER-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 19100-05-04 and 19000-01-10

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2021-056
EXHIBIT "A"
PROPERTY DESCRIPTION

All those certain pieces, parcels or lots of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and designated as "Properties to be Annexed" on an Annexation Exhibit titled 8025 Garners Ferry Road and 8041 Garners Ferry Road, +/- 94.33 acres, TMS#s 19100-05-04 and 19000-01-10; prepared on May 14, 2021, by Andrew Livengood, City of Columbia Planning Division. Said annexation exhibit being incorporated by reference for a more complete description of the property.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: May 24, 2021

RE: **Property Address:** 8025 and 8041 Garners Ferry Road
Richland County TMS#: 19100-05-04 and 19000-01-10
Owner(s): Garners Ferry Development Company / Site Management Group, LLC
Current Use: Commercial & Undeveloped
Proposed Use: Residential
Current County Land Use: Neighborhood (Medium Density) and Economic Development Center/Corridor
Proposed City Land Use: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Rural (RU)
Proposed City Zoning: Single Family Residential (RS-3)
Reason for Annexation: Municipal Services; Secondar Area
City Council District: 3
Census Tract: 116.07

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **June 7, 2021** 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
 Joseph Jaco, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Business Liasion
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UER-1 (Land Use classification) by 8-0

on 6/7/2021 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RS-3 (Zoning classification) by 8-0

on 6/7/2021 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

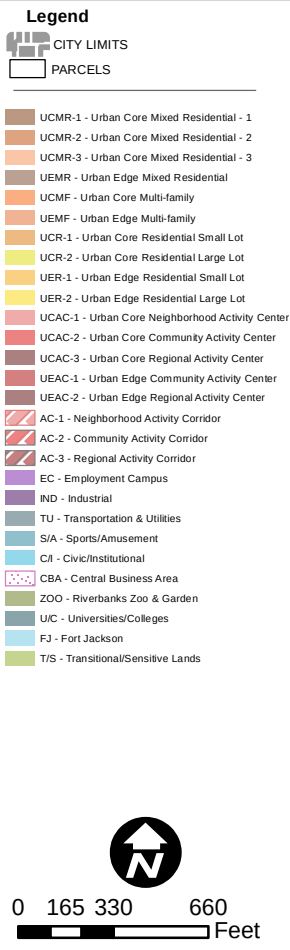


Future Land Use Map

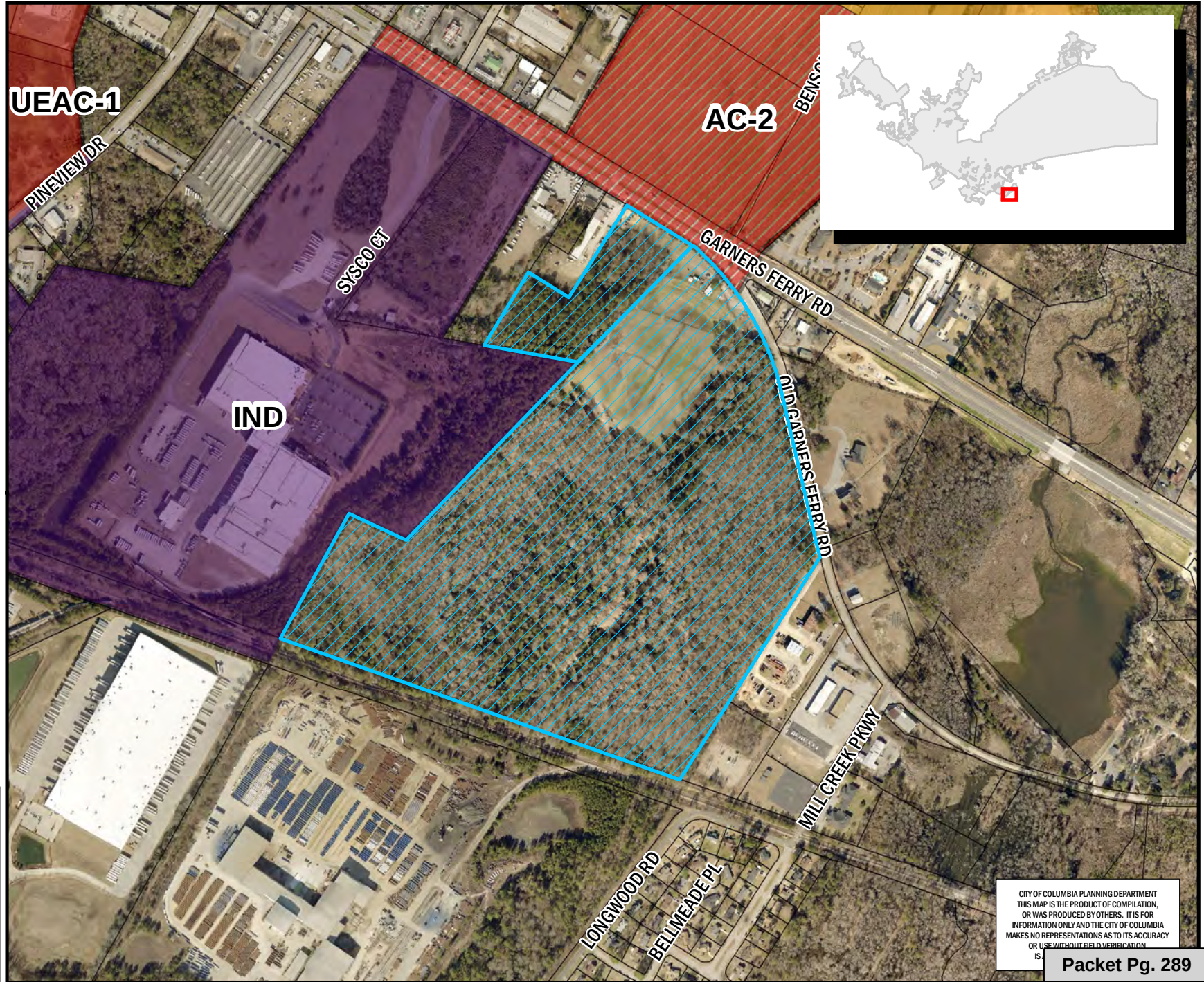
Department of Planning & Development Services

8025 and 8041 Garners Ferry Road, TMS# 19100-05-04 and 19000-01-10;
Current Rich. Co. FLU: Neighborhood (Medium Density) and Economic Development Center Corridor
Proposed City FLU: UER-1

23.a



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 5/20/2021



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Packet Pg. 289

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

8025 and 8041 Garners Ferry Road, TMS# 19100-05-04 and 190
Current Rich. Co. Zoning: RU, Proposed City Zoning: RS-3

23.a

Legend

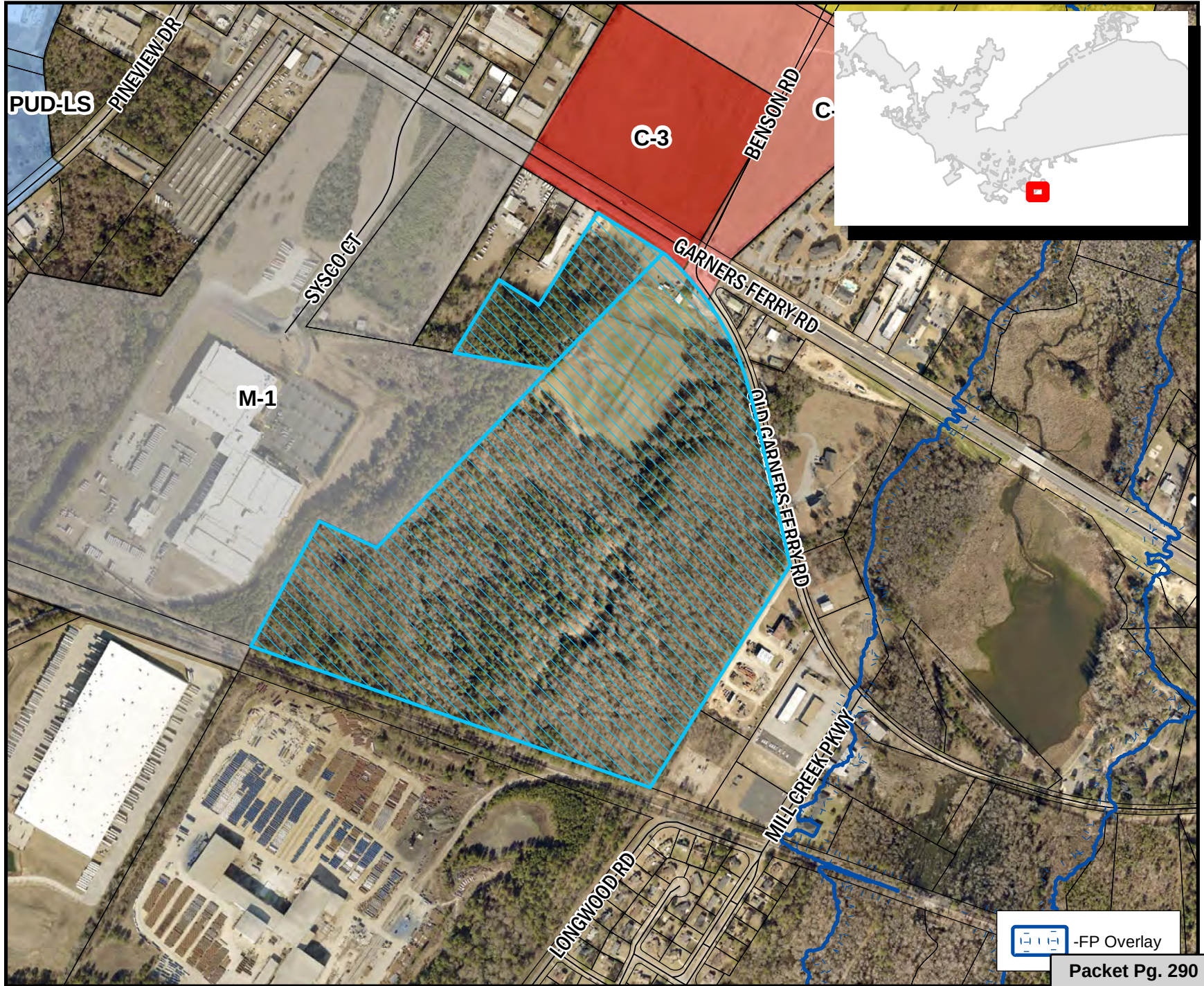
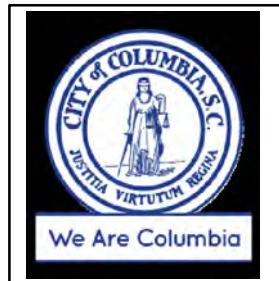
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	FUD-C
RG-1A	FUD-LS
RG-2	FUD-LS-E
RG-3	FUD-LS-R
UTD	FUD-R
MX-1	OUT OF CITY
MX-2	

0 165 330 660 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 20, 2021

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-FP Overlay

Packet Pg. 290

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All those certain pieces, parcels or lots of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and designated as "Properties to be Annexed" on an Annexation Exhibit titled 8025 Garners Ferry Road and 8041 Garners Ferry Road, +/- 94.33 acres, TMS#s 19100-05-04 and 19000-01-10; prepared on May 14, 2021, by Andrew Livengood, City of Columbia Planning Division. Said annexation exhibit being incorporated by reference for a more complete description of the property.

Richland County TMS: 19100-05-04 and 19000-01-10
 Property Address: 8025 Garners Ferry Road and 8041 Garners Ferry Road

Seller:

Garners Ferry Development Company

BY: Thurman Saus
 (Signature)

Date: 5-18-21

THURMAN SAUS
 (Print or Type Name)

ITS: MANAGING PARTNER
 (Print or Type Title)

Buyer:

Site Management Group, LLC

BY: [Signature]
 (Signature)

Date: 5-18-2021

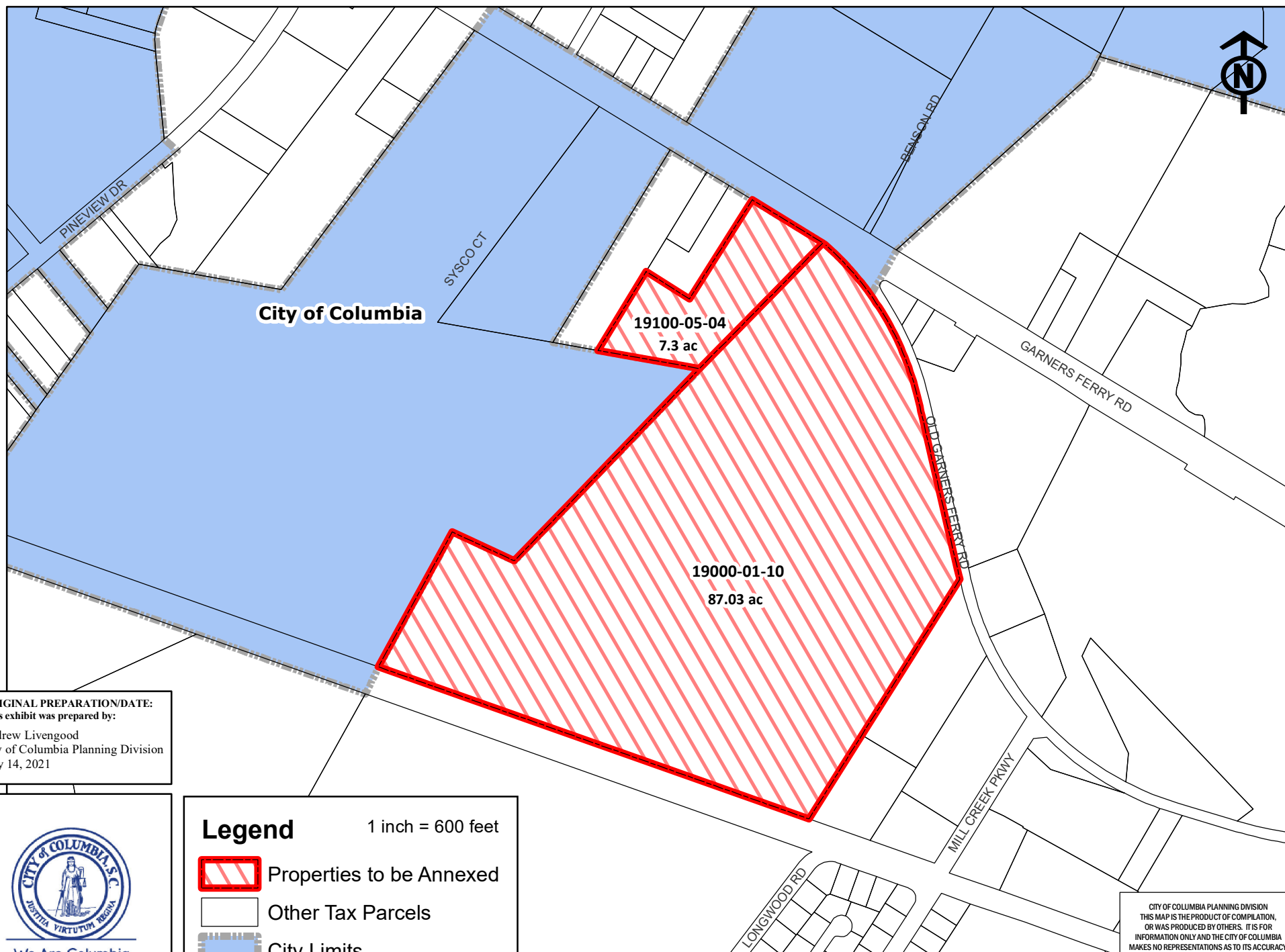
John Stephenson
 (Print Name)

ITS: Member
 (Print or Type Title)

Annexation Exhibit

8025 Garners Ferry Road and 8041 Garners Ferry
+/- 94.33 acres, TMS#s 19100-05-04 and 19000-01-10

23.a



ORIGINAL PREPARATION/DATE:
This exhibit was prepared by:
Andrew Livengood
City of Columbia Planning Division
May 14, 2021



We Are Columbia

Legend

1 inch = 600 feet



Properties to be Annexed



Other Tax Parcels



City Limits

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

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Packet Pg. 292



CITY COUNCIL

July 20, 2021 at 2:00pm

Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

8025 and 8041 Garners Ferry Road; TMS# 19100-05-04 and 19000-01-10

Council District:	3
Proposal:	Request to annex the property and assign a land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Single Family Residential District (RS-3) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and Economic Development Center/Corridor and zoned RU by Richland County.
Applicant:	Garners Ferry Development Company / Site Management Group, LLC
Staff Recommendation:	Approval
PC Recommendation:	06/07/2021; Approval (8-0)
ZPH, 1 st Reading:	07/20/2021; Pending
2 nd Reading:	08/03/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 94.33 acres
Current Use: Commercial & Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
Current County Land Use Classification: Neighborhood (Medium Density) and Economic Development Center/Corridor
Proposed City Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Rural (RU)
Proposed City Zoning: Single Family Residential District (RS-3)
Census Tract: 116.07

DETERMINATION FOR CITY SERVICES

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

Police

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve a 370-lot single family subdivision at this location would be **approximately \$75,000 per year**, based on calls to similar nearby properties within the City limits.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

Solid Waste would provide services within this neighborhood - the cost associated with solid waste service is approximately **\$216 annually per household**. With the growth of Burnside Farms, Honey Tree and Canary Woods, another 370 homes would add to the strain on the Solid Waste Division. We are already growing outside of our service capacity on this side of town. We will need additional equipment and personnel as this development begins to come on-line.

Engineering

Water lines currently exist in this area. Sewer lines are nearby and it is anticipated that the developer will extend sewer lines to serve this development.

Water Customer Care

Any proposed development on the annexed property would result in **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 residential tract. The property is located within a designated Secondary Area in the Urban Service Area plan. Approximately 370 single family residences are proposed on about 88 acres of the site, with the remaining 6 acres nearest Garners Ferry Road held in reserve for potential future development. Based on the proposed development, the estimated real estate tax revenue generated for the City would be **approximately \$266,000 per year**, based on the taxable value of similar developments in the area and assuming all homes are owner occupied. Homes utilized as rental properties would increase the real estate tax revenue.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Secondary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Secondary areas are those areas where the City determines it logical or advantageous to provide services, but where all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. Annexation in these areas may occur, but a more detailed analysis will be needed to determine the possible impact on revenue. As is stated in the policy, these areas may include “higher value” properties that would prove beneficial to revenues.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential Small Lot (UER-1) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Neighborhood (Medium Density) and Economic Development Center/Corridor by Richland County.

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types

- Single-family Detached

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RU by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) and Office and Institutional District (C-1) to the North and Light Industrial District (M-1) to the West. Surrounding parcels in unincorporated Richland County are currently zoned GC to the North, M-1 and RU to the East, and RU to the South.

The proposed City of Columbia zoning district is Single Family Residential District (RS-3).

Single Family Residential District (RS-3)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

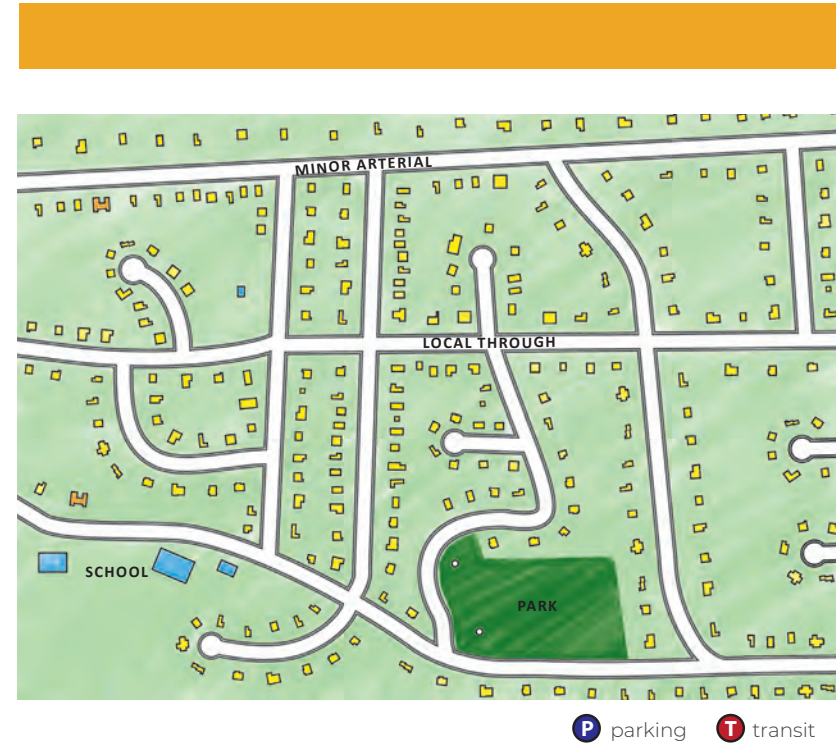
STAFF RECOMMENDATION

Staff recommends the annexation of the property, the assignment of a future land use classification of Urban Edge Residential Small Lot (UER-1) and zoning of Single Family Residential District (RS-1) at the time of annexation.

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.



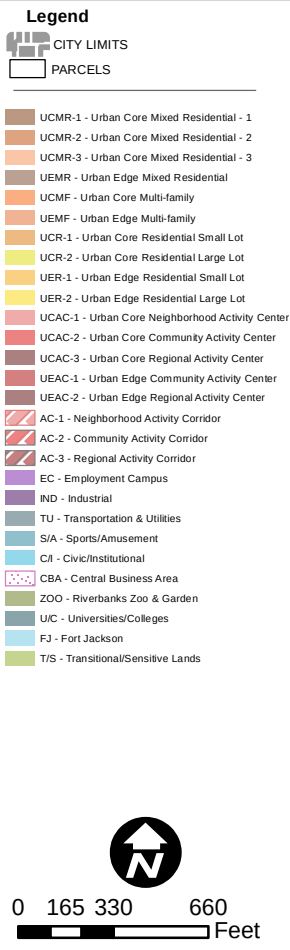


Future Land Use Map

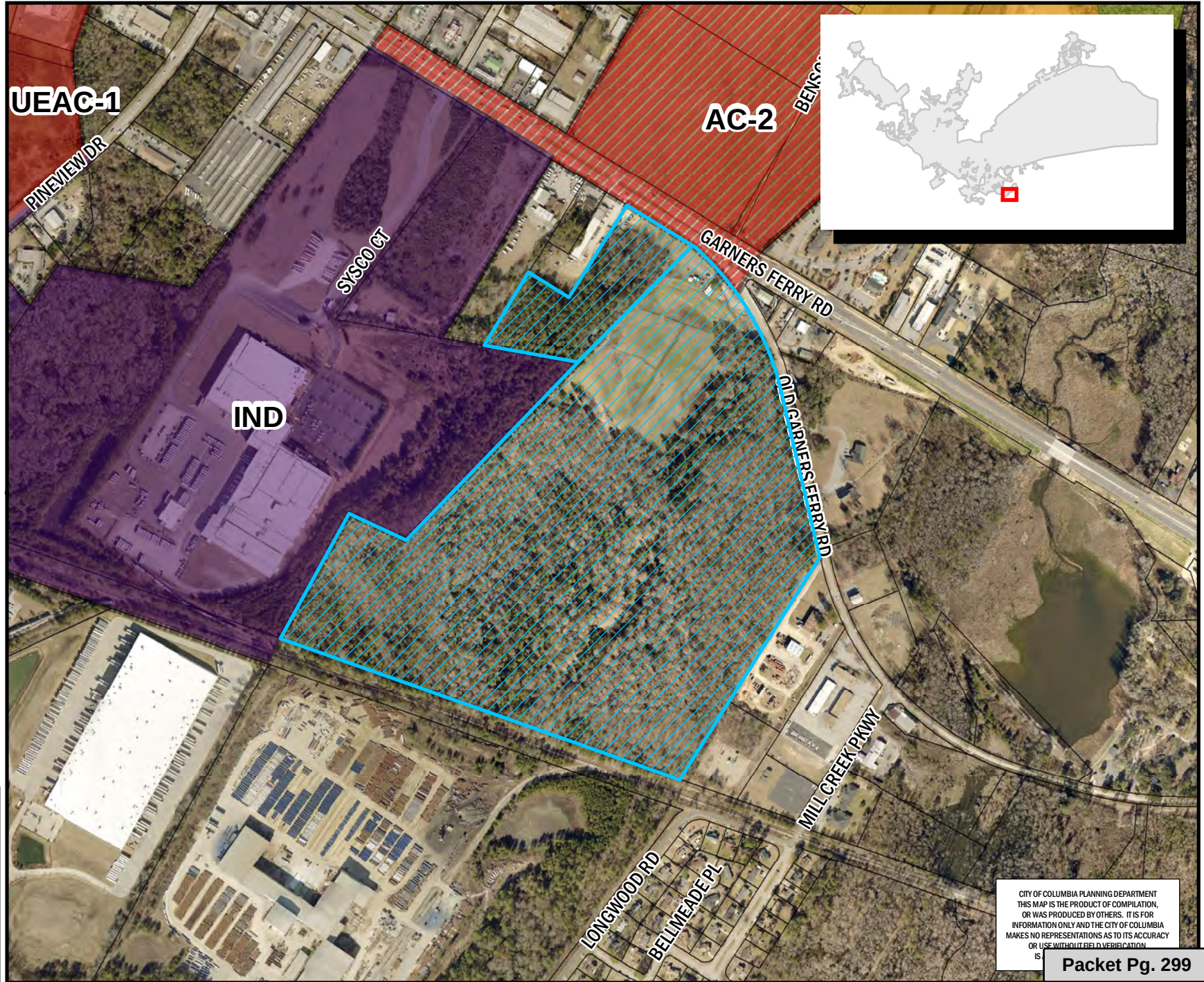
Department of Planning & Development Services

8025 and 8041 Garners Ferry Road, TMS# 19100-05-04 and 19000-01-10;
Current Rich. Co. FLU: Neighborhood (Medium Density) and Economic Development Center Corridor
Proposed City FLU: UER-1

23.b



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 5/20/2021



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Packet Pg. 299

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

8025 and 8041 Garners Ferry Road, TMS# 19100-05-04 and 190
Current Rich. Co. Zoning: RU, Proposed City Zoning: RS-3

23.b

Legend

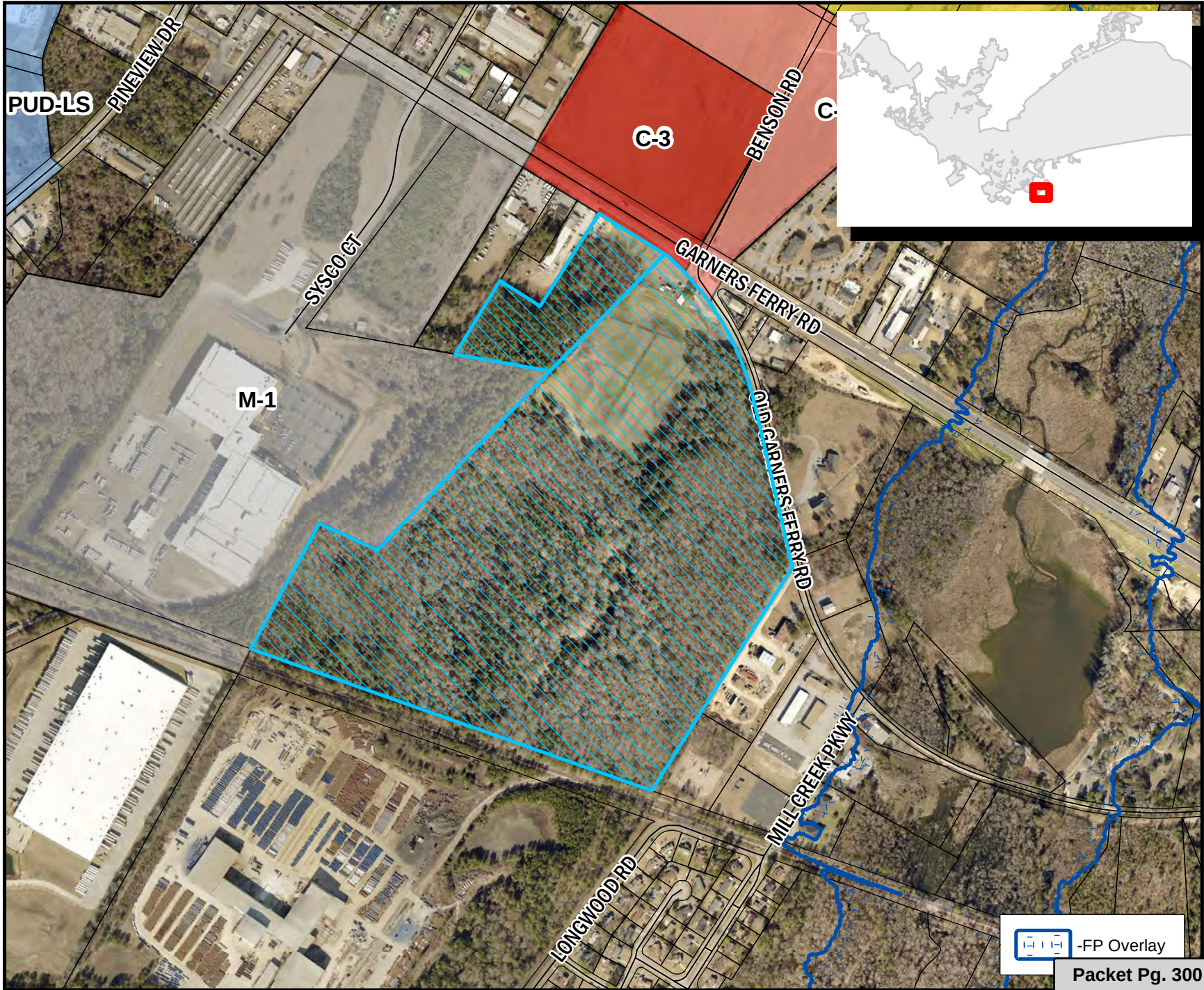
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	FUD-C
RG-1A	FUD-LS
RG-2	FUD-LS-E
RG-3	FUD-LS-R
UTD	FUD-R
MX-1	OUT OF CITY
MX-2	

0 165 330 660 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 20, 2021

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-FP Overlay

Packet Pg. 300

ORDINANCE NO.: 2021-055

Annexing and Incorporating 291 Harbison Boulevard, Lexington County TMS# 001941-01-015 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of Planned Unit Development-Commercial District (PUD-C), apportioned to City Council District 1, Census Tract 211.12, contains 1.07 acres, and shall be assigned a land use classification of Urban Edge Regional Activity Center (UEAC-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Lexington County TMS NO.: 001941-01-015

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2021-055

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being located near the City of Columbia, in Lexington County, South Carolina, as shown and delineated on a plat prepared for Branch Banking and Trust Company of South Carolina, Inc. by Cox and Dinkins, Inc., Surveyors, dated April 2, 1993 and recorded in Plat Book 259, Page 169; and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING at a ½" Rod (o), the Point of Beginning, at the southeastern corner of the property where the northern right-of-way of Harbison Boulevard intersects with a sight right-of-way for Harbison Boulevard and Columbiana Drive; thence running along the northern right-of-way of Harbison Boulevard, South 62° 12' 12" West, for a distance of 88.29 feet to a ½" Rod (o); thence turning and running along the northern right-of-way of Harbison Boulevard, South 63° 34' 01" West, for a distance of 79.06 feet to a ½" Rod (o); thence turning and running along property now or formerly of Firestone Tire & Rubber Company, North 26° 25' 00" West, for a distance of 225.05 feet to a ¾" Pipe (o); thence turning and running along property now or formerly of Meridian Trust Company, North 63° 37' 01" East, for a distance of 204.96 feet to a ½" Rod (o); thence turning and running along the western right-of-way of Columbiana Drive (formerly known as Mall Road), South 29° 36' 17" East, for a distance of 171.96 feet to a ½" Rod (o); thence turning and running along a sight right-of-way for Harbison Boulevard and Columbiana Drive (formerly known as Mall Road), South 16° 19' 14" West, for a distance of 69.55 feet to a ½" Rod (o) at the Point of Beginning.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: May 28, 2021

RE: **Property Address:** 291 Harbison Boulevard
Lexington County TMS#: 001941-01-015
Owner(s): Branch Banking and Trust of South Carolina / Harbison MO, LLC
Current Use: Commercial
Proposed Use: Commercial
Proposed City Land Use: Urban Edge Regional Activity Center (UEAC-2)
Current County Zoning: Planned Development (PD)
Proposed City Zoning: Planned Unit Development - Commercial (PUD-C)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 1
Census Tract: 211.12

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **June 7, 2021** 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

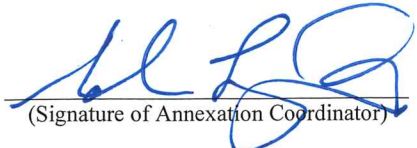
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Joseph Jaco, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, 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
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Lucinda Statler, Planning Administrator
 Tori Salvant, Dev. Center Administrator
 Holland Leger, Lexington County Planning

Planning Commission Land Use Recommendation: UEAC-2 (Land Use classification) by 8-0
 on 6/7/2021 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: PUD-C (Zoning classification) by 8-0
 on 6/7/2021 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

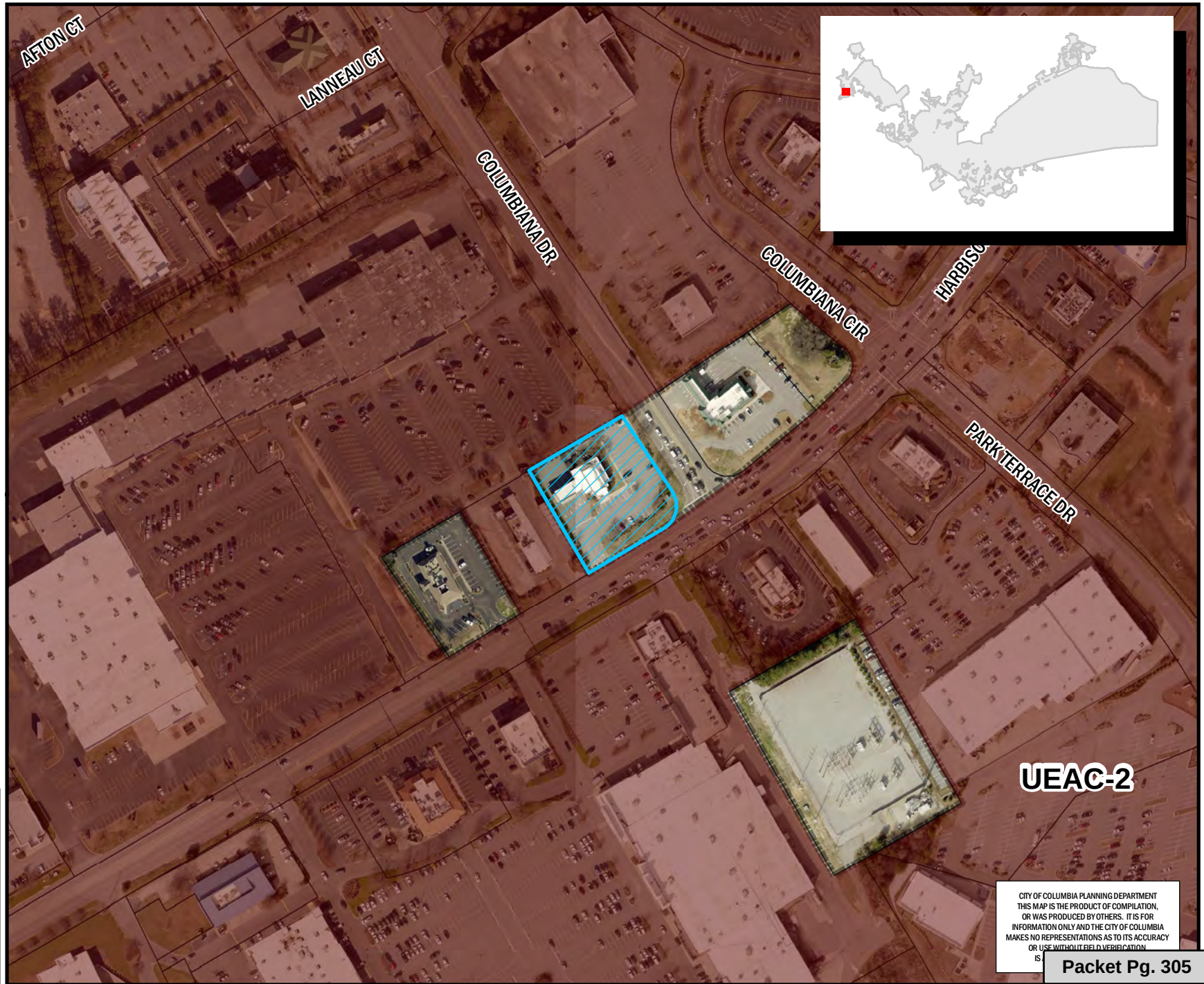


Future Land Use Map

Department of Planning &
Development Services

291 Harbison Blvd., TMS# 001941-01-015;
Proposed City FLU: UEAC-2

24.a



Zoning Map

Department of Planning &
Development Services

291 Harbison Blvd., TMS# 001941-01-015;
Current Lex. Co. Zoning: PD, Proposed City Zoning: PUD-C

24.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	FUD-C
RG-1A	FUD-LS
RG-2	FUD-LS-E
RG-3	FUD-LS-R
UTD	FUD-R
MX-1	OUT OF CITY
MX-2	

0 60 120 240 Feet

0 60 120 240 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 26, 2021

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



STATE OF SOUTH CAROLINA)
)
 COUNTY OF LEXINGTON) PETITION FOR ANNEXATION

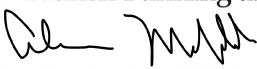
The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being located near the City of Columbia, in Lexington County, South Carolina, as shown and delineated on a plat prepared for Branch Banking and Trust Company of South Carolina, Inc. by Cox and Dinkins, Inc., Surveyors, dated April 2, 1993 and recorded in Plat Book 259, Page 169; and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING at a ½" Rod (o), the Point of Beginning, at the southeastern corner of the property where the northern right-of-way of Harbison Boulevard intersects with a sight right-of-way for Harbison Boulevard and Columbiana Drive; thence running along the northern right-of-way of Harbison Boulevard, South 62° 12' 12" West, for a distance of 88.29 feet to a ½" Rod (o); thence turning and running along the northern right-of-way of Harbison Boulevard, South 63° 34' 01" West, for a distance of 79.06 feet to a ½" Rod (o); thence turning and running along property now or formerly of Firestone Tire & Rubber Company, North 26° 25' 00" West, for a distance of 225.05 feet to a ¾" Pipe (o); thence turning and running along property now or formerly of Meridian Trust Company, North 63° 37' 01" East, for a distance of 204.96 feet to a ½" Rod (o); thence turning and running along the western right-of-way of Columbiana Drive (formerly known as Mall Road), South 29° 36' 17" East, for a distance of 171.96 feet to a ½" Rod (o); thence turning and running along a sight right-of-way for Harbison Boulevard and Columbiana Drive (formerly known as Mall Road), South 16° 19' 14" West, for a distance of 69.55 feet to a ½" Rod (o) at the Point of Beginning.

Lexington County TMS: 001941-01-015
 Property Address: 291 Harbison Boulevard

Truist Bank, successor in interest to
Seller: Branch Banking and Trust of South Carolina

BY: 
 (Signature)

Date: May 27, 2021

Alan McNabb
 (Print or Type Name)

Its: Senior Vice President
 (Print or Type Title)

Buyer: HARBISON MO, LLC
 (Print or Type Name of Owner as it Will Appear on Deed)

BY: 
 (Signature)

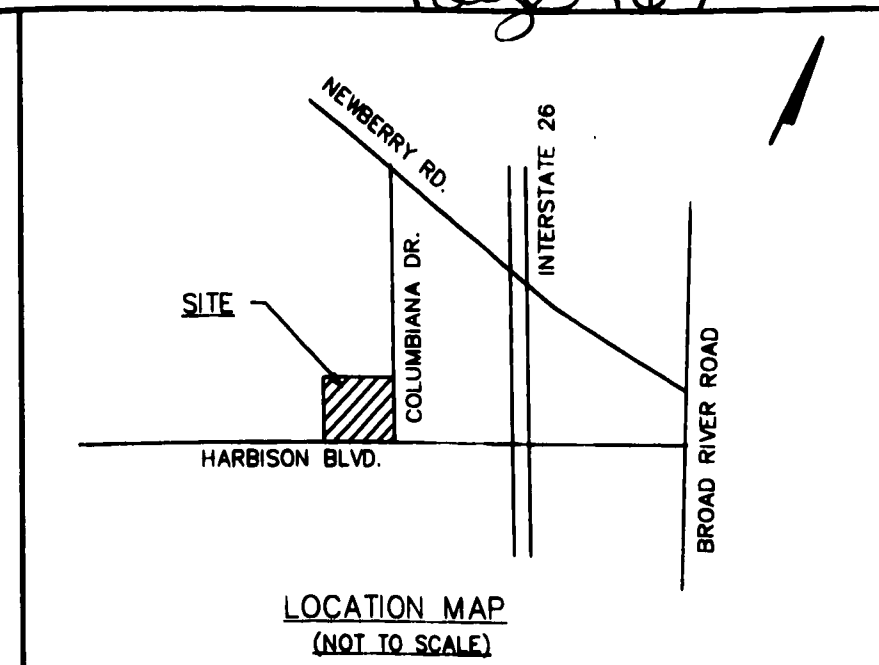
Date: MAY 26, 2021

WILLIAM H. STERN
 (Print or Type Name)

Its: MEMBER
 (Print or Type Title)

Plant Book 259

APR 23 3 23 PM '83
JOHN S. TRIDGELL
RAC
LEXINGTON COUNTY



THIS COPY IS FOR
RECORDING PURPOSES

LAND DESCRIPTION

Beginning at a 1/2" Rod (o); the POB (Point of Beginning), at the northwestern corner of the property were the northern right-of-way of Harbison Boulevard intersects with a light right-of-way for Harbison Boulevard and Columbia Drive; thence running along the northern right-of-way of Harbison Boulevard for a distance of 65.23 feet to a 1/2" Rod (o); thence turning and running along the northern right-of-way of Harbison Boulevard for 133.70 feet to a 3/4" Pipe (o); thence turning and running along the northern right-of-way of Harbison Boulevard for a distance of 204.96 feet to a 1/2" Rod (o); thence turning and running along the western right-of-way of Columbia Drive as formerly known for a distance of 171.96 feet to a 1/2" Rod (o); thence turning and running along a right right-of-way for Harbison Boulevard and Columbia Drive as formerly known for a distance of 161.91 feet to a 3/4" Pipe (o); thence turning and running along the northern right-of-way of Harbison Boulevard for a distance of 65.23 feet to a 1/2" Rod (o); the POB (Point of Beginning).

TO BRANCH BANKING AND TRUST COMPANY OF SOUTH CAROLINA, INC., and CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED ADOPTED BY ALTA AND ACSM IN 1992, AND MEETS THE ACCURACY REQUIREMENTS OF A CLASS A SURVEY, AS DEFINED THEREIN.

DATED: APRIL 6, 1993

SIGNED: J. Frank Baker
REG. LAND SURVEYOR

ADOPTED BY THE AMERICAN LAND TITLE ASSOCIATION
ON OCTOBER 17, 1992.

ADOPTED BY THE BOARD OF DIRECTION,
AMERICAN CONGRESS ON SURVEYING AND MAPPING
ON NOVEMBER 11, 1992.

ALTA \ ACSM LAND TITLE SURVEY
PLAY PREPARED FOR

BRANCH BANKING AND TRUST COMPANY OF SOUTH CAROLINA, INC.

LEXINGTON COUNTY, NEAR COLUMBIA, S. C.

DATE:

APRIL 2, 199

Scale: 1" = 20'

COX and DINKINS, INC.

ENGINEERS • SURVEYORS

614 Holly Street; Columbia, South Carolina - 29205
(203) 254-2512

0518

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN

J. Frank Baker
REG. LAND SURVEYOR

NO. 107998

NOTES

- 1) THE LOCATIONS OF OTHER UNDERGROUND UTILITIES ARE UNKNOWN.
- 2) PROPERTY IS SUBJECT TO EASEMENTS NOTED IN THE FOLLOWING LEXINGTON COUNTY DEED BOOKS: 877, PG. 57; 782, PG. 287; 814, PG. 5; 861, PG. 2; 788, PG. 2; 784, PG. 230.

REFERENCES:

- 1) PLAT OF "AS-BUILT" SURVEY PREPARED FOR ST. ANDREWS DEVELOPMENT CO. BY ASSOCIATED ENGINEERS & SURVEYORS, INC. DATED JUNE 13, 1988, REVISED MAY 10, 1990, AND RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF WISNES CONVEYANCE FOR THE COUNTY OF WISNES IN PLAT BOOK NO. 237, PAGE 131.
- 2) TOPOGRAPHIC MAP PREPARED FOR NCBC SOUTH CAROLINA, BY WILLIAM WINGFIELD, DATED MAY 21, 1987, REVISED JUNE 11, 1987, AND RECORDED IN PLAT BOOK 218-G, PAGE 186, PLAT NO. 2.
- 3) PLAT PREPARED FOR PRESTONE TIRE & RUBBER CO. BY ASSOCIATED ENGINEERS AND SURVEYORS, INC. DATED FEBRUARY 18, 1988, REVISED MAY 31, 1988, AND RECORDED IN PLAT BOOK NO. 224, PAGE 173.

15811

[illegible]



CITY COUNCIL

July 20, 2021 at 2:00pm

Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 291 Harbison Boulevard; TMS# 001941-01-015

Council District:	1
Proposal:	Request to annex the property and assign a land use classification of Urban Edge Regional Activity Center (UEAC-2) and assign zoning of Planned Unit Development-Commercial District (PUD-C) at the time of annexation. The property is currently zoned PD by Lexington County.
Applicant:	Branch Banking and Trust of South Carolina / Harbison MO, LLC
Staff Recommendation:	Approval
PC Recommendation:	06/07/2021; Approval (8-0)
ZPH, 1 st Reading:	07/20/2021; Pending
2 nd Reading:	08/03/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.07 acres

Current Use: Commercial

Proposed Use: Commercial

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole- Primary

Proposed City Land Use Classification: Urban Edge Regional Activity Center (UEAC-2)

Current County Zoning: Planned Development (PD)

Proposed City Zoning: Planned Unit Development-Commercial District (PUD-C)

Census Tract: 211.12

DETERMINATION FOR CITY SERVICES

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

Police

The Columbia Police Department has no objection to this annexation, which is surrounded by property already in the City. As with most properties, we find that the proposed annexation will result in an increased number of calls for service. Based on the average of three comparable nearby gas station/convenience stores, the estimated annual cost to serve this property is **approximately \$27,000**.

Fire

The proposed annexation will not result in 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

This type of use is generally not served by the Solid Waste Division.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

Any proposed development on the annexed property would result in 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. The property is located within a designated Primary Donut Hole in the Urban Service Area plan, and a gas station/convenience store is proposed for this site. The estimated real estate tax revenue generated for the City would be **approximately \$6,700 per year**, based on the taxable value of similar developments in the nearby vicinity. While the estimated police cost to serve is significant, it should be noted that one of the comparable properties is an outlier in terms of how many calls it generated compared to other similar properties in the City, but it was included due to its proximity to the subject property.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Donut Hole- Primary” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational

costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Regional Activity Center (UEAC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. Lexington County does not currently assign future land use classifications.

Urban Edge Regional Activity Centers are large to extra-large scale, mixed-use activity centers with region-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within up to a 20-mile radius or drive distance. These activity centers are found in the outer areas of the City (frequently near highway interchanges) and are subdivided from large undeveloped tracts or as redevelopment of larger commercial sites. They are typically found at major intersections of major corridors and may occupy all quadrants of the intersection.

Primary Types

- Multi-family Mixed-use Small & Medium
- Business/Employment Small to Extra Large (incl. High-rise)

Secondary Types

- Multi-family Small to High-rise
- Civic/Institutional Small to Large
- Parking Structures

Tertiary Types

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Lexington County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned PD by Lexington County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Commercial District (PUD-C).

The proposed City of Columbia zoning district is Planned Unit Development-Commercial District (PUD-C).

Planned Unit Development-Commercial District (PUD-C)

(a) Intent.

The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts.

Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) *PUD-C Planned Unit Development—Commercial*. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) Design and planning features.

The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

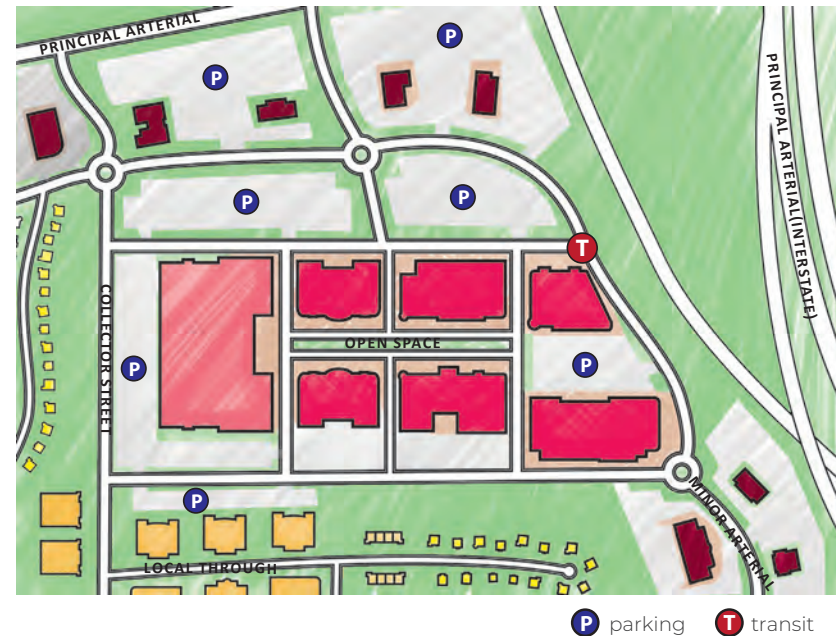
STAFF RECOMMENDATION

Staff recommends the annexation of the property, the assignment of a future land use classification of Urban Edge Regional Activity Center (UEAC-2) and zoning of Planned Unit Development-Commercial District (PUD-C) at the time of annexation.

Development Types

URBAN EDGE REGIONAL ACTIVITY CENTER (UEAC-2)

Urban Edge Regional Activity Centers are large to extra-large scale, mixed-use activity centers with region-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within up to a 20-mile radius or drive distance. These activity centers are found in the outer areas of the City (frequently near highway interchanges) and are subdivided from large undeveloped tracts or as redevelopment of larger commercial sites. They are typically found at major intersections of major corridors and may occupy all quadrants of the intersection.



P parking T transit

UEAC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small to Extra Large (incl. High-rise)

SECONDARY TYPES

- Multi-family Small to High-rise
- Civic/Institutional Small to Large
- Parking Structures

TERTIARY TYPES

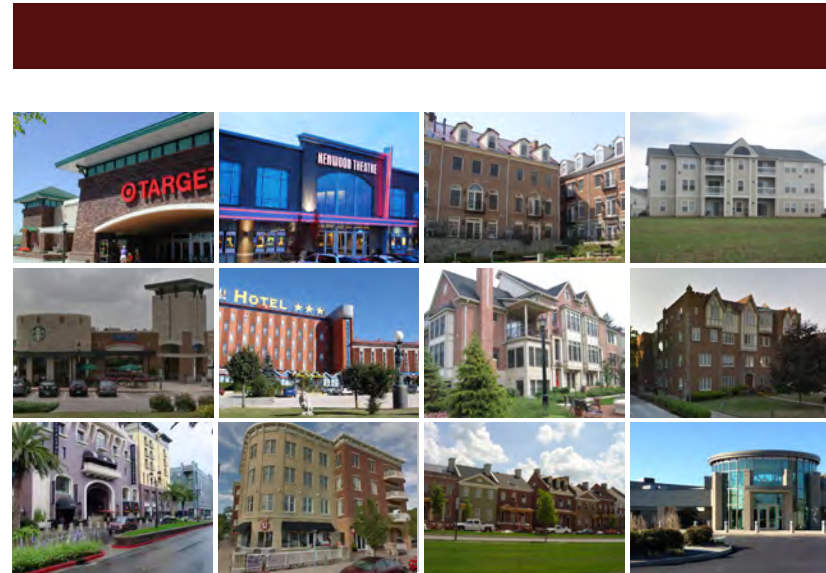
- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

UEAC-2 DEVELOPMENT PATTERN/CONTEXT

- Internal street networks may be laid out in a grid to create various block sizes and shapes, but typically do not continue the urban street grid. Ingress and egress to the primary road network may be managed by collector drives. Wide sidewalks on both sides of the street are common.
- Blocks vary in size based on tenant mix; subdivision beyond blocks may be non-existent.
- Buildings may be street-oriented or face a parking lot within a development. Buildings often have a larger footprint and are stand-alone single-use structures or are organized in a shopping center configuration.
- Buildings range from small to extra large scale footprint and are typically between one to six stories.
- Design of centers is auto-oriented, but should fully accommodate pedestrians and cyclists as well as automobiles, with sidewalks or other pedestrian connections established between developments.
- Transit facilities should be located near or within these activity centers.
- Depending on the density of uses within a Regional Activity Center, parking for businesses should be accommodated in inner block surface parking or in parking structures and on-street parking. Parking for residential uses should be accommodated in attached parking structures, inner block surface lots, on streets, and in individual rear-loaded garages.
- Regional Activity Centers typically contain multiple developments along an arterial or collector road, and surrounding areas may transition into Community or Regional Activity Corridors. Developments will range in size and intensity.



- Plazas, street trees and plantings, greens, neighborhood parks, and outdoor event venues can provide open spaces and outdoor recreation opportunities in Regional Activity Centers. Bike racks, benches, and other pedestrian and cycling amenities are found along sidewalks and in open spaces.
- Open spaces for buffering from adjacent development may be used; however transitions in building scale, use, and orientation, as well as street connectivity, are all preferred methods of connecting developments of different types rather than buffering them from one another.

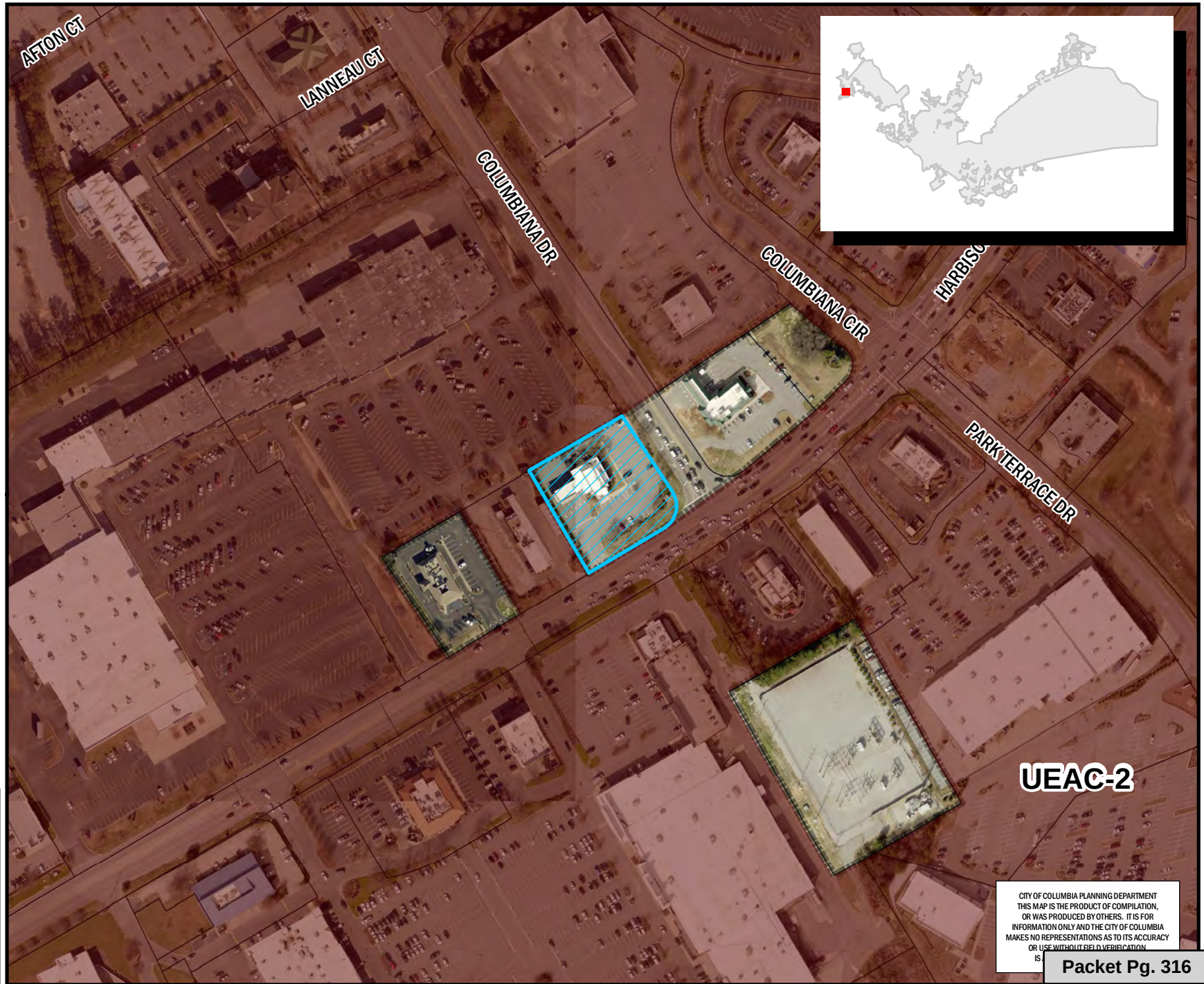


Future Land Use Map

Department of Planning &
Development Services

291 Harbison Blvd., TMS# 001941-01-015;
Proposed City FLU: UEAC-2

24.b



Zoning Map

Department of Planning &
Development Services

291 Harbison Blvd., TMS# 001941-01-015;
Current Lex. Co. Zoning: PD, Proposed City Zoning: PUD-C

24.b

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	FUD-C
RG-1A	FUD-LS
RG-2	FUD-LS-E
RG-3	FUD-LS-R
UTD	FUD-R
MX-1	OUT OF CITY
MX-2	



0 60 120 240
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 26, 2021

DISCLAIMER:

The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



We Are Columbia



Packet Pg. 317

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



CITY COUNCIL

July 20, 2021 at 2:00pm

Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

FUTURE LAND USE MAP AMENDMENT CONFIRMATION CASE SUMMARY **8.80-acre portion of S/S Old Leesburg Road; TMS# 22113-01-01(p)**

Council District: 4

Proposal: Request to confirm the future land use classification of Urban Edge Residential Small Lot (UER-1) following the annexation of the property. The property is currently assigned an interim future land use classification of Urban Edge Residential Small Lot (UER-1).

Applicant: Janilyn Q. Martin and Susan Q. Phelps / Canary Woods, LLC

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

Annexation, 1st Reading: 05/18/2021; Approval

2nd Reading: 05/18/2021; Pending

Land Use Map Amendment
 Confirmation, ZPH, 1st Reading: 07/20/2021; Pending

Land Use Map Amendment
 Confirmation, 2nd Reading: 08/03/2021; Pending

Zoning Map Amendment
 Confirmation, ZPH, 1st Reading: 07/20/2021; Pending

Zoning Map Amendment
 Confirmation, 2nd Reading: 08/03/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 8.80 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Long Range Area
Current Interim City Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Proposed City Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current Interim City Zoning: Single Family Residential District (RS-3)
Proposed City Zoning: Single Family Residential District (RS-3)
Census Tract: 119.01

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Edge Residential Small Lot (UER-1) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Neighborhood (Medium Density) by Richland County.

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types

- Single-family Detached

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [*Lower Richland County Richland County Strategic Community Master Plan*](#) (2014). The subject property is assigned the future land use map classifications of Suburban Transition Area (page 20) and Military Compatibility Zones (page 23). Recommendations for the Suburban Transition Area include identifying and prioritizing “sidewalk and greenway connections to existing community facilities”, promoting “a variety of housing types”, providing “additional utility service to increase service reliability and capacity”, and promoting “development that is respectful of existing neighborhoods, as well as natural, agricultural, and historic resources” (page 20). Recommendations for the Military Compatibility Zones include keeping “residential density very low in these areas to reduce nuisance conflicts between neighborhood residents and military operations” (page 23). The subject property is not located within an activity node (page 24). The plan recommends an intersection improvement near the subject property, at the intersection of Ridge Road and Leesburg Road (page 31).

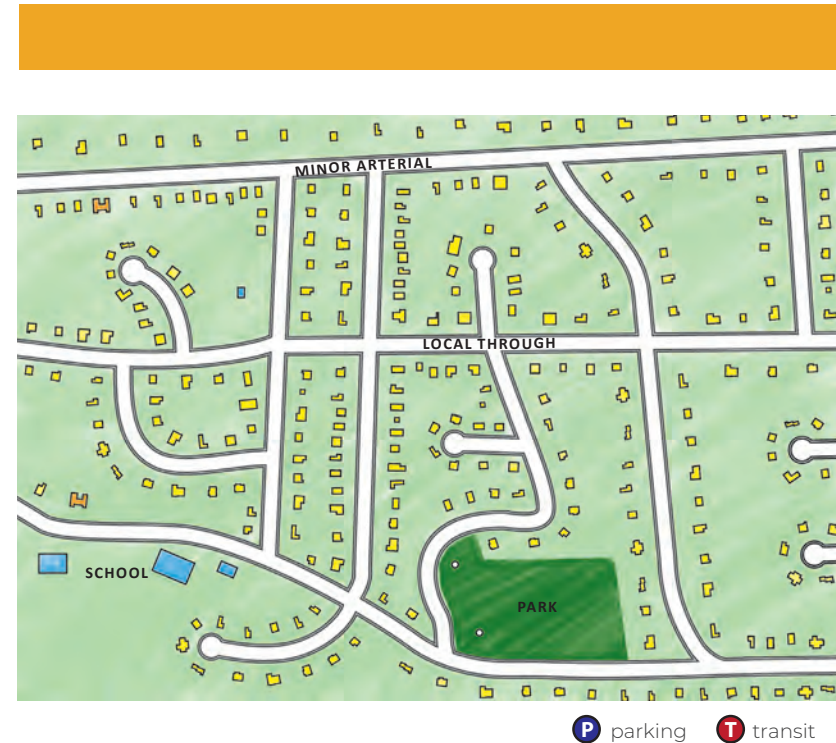
STAFF RECOMMENDATION

Staff recommends City Council adopt an ordinance to amend the *Columbia Compass: Envision 2036* Future Land Use Map to affirm the assignment of the Urban Edge Residential Small Lot (UER-1) land use classification for the property.

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.



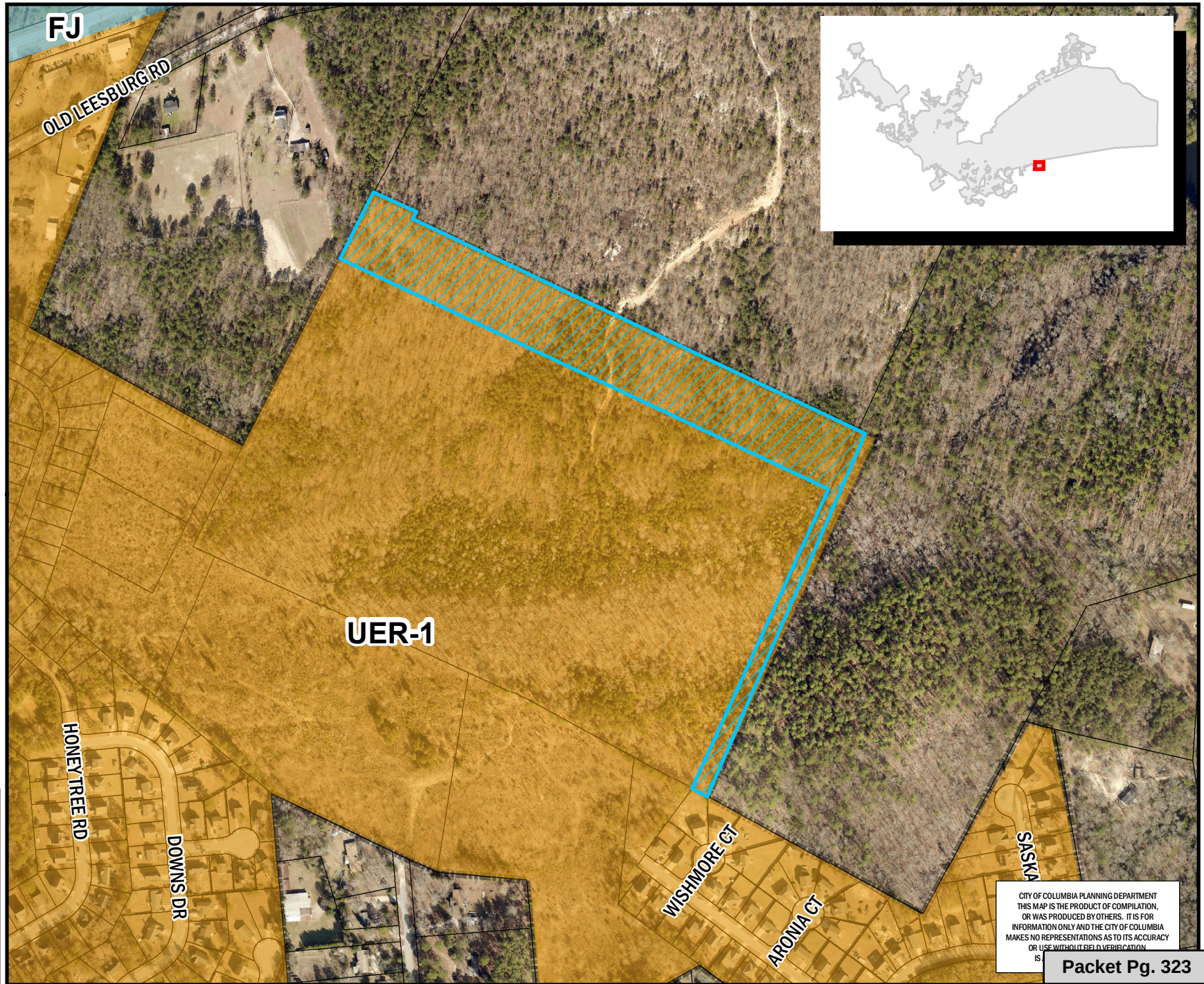


Future Land Use Map

Department of Planning &
Development Services

8.80 acre portion of S/S Old Leesburg Road, TMS# 22113
Current Interim FLU: UER-1, Proposed FLU: UER-1

25.a



ORDINANCE NO.: 2021-052

Amending the Columbia Compass: Envision 2036 Map to include an 8.80-acre portion of S/S Old Leesburg Road; Richland County TMS# 22113-01-01(p); annexed by Ordinance No 2021-044 enacted June 1, 2021

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, an 8.80-acre portion of S/S Old Leesburg Road; Richland County TMS# 22113-01-01(p), filed for petition on April 13, 2021 and April 14, 2021, and shall be assigned the designated future land use classification of Urban Edge Residential Small Lot (UER-1), and the Columbia Compass: Envision 2036 Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2021, that an 8.80-acre portion of S/S Old Leesburg Road; Richland County TMS# 22113-01-01(p), annexed into the City of Columbia by Ordinance No.: 2021-044 enacted on June 1, 2021, shall be incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020. This property shall be apportioned to City Council District 4, Census Tract 119.01, contains 8.80 acres, and shall be assigned a future land use classification of Urban Edge Residential Small Lot (UER-1).

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:



CITY COUNCIL

July 20, 2021 at 2:00pm

Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY **8.80-acre portion of S/S Old Leesburg Road; TMS# 22113-01-01(p)**

Council District: 4

Proposal: Request to confirm the zoning of Single Family Residential District (RS-3) following the annexation of the property. The property is currently assigned interim zoning of Single Family Residential District (RS-3).

Applicant: Janilyn Q. Martin and Susan Q. Phelps / Canary Woods, LLC

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

Annexation, 1st Reading: 05/18/2021; Approval

2nd Reading: 06/01/2021; Approval

Land Use Map Amendment
 Confirmation, ZPH, 1st Reading: 07/20/2021; Pending

Land Use Map Amendment
 Confirmation, 2nd Reading: 08/03/2021; Pending

Zoning Map Amendment
 Confirmation, ZPH, 1st Reading: 07/20/2021; Pending

Zoning Map Amendment
 Confirmation, 2nd Reading: 08/03/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 8.80 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Long Range Area
Current Interim City Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Proposed City Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current Interim City Zoning: Single Family Residential District (RS-3)
Proposed City Zoning: Single Family Residential District (RS-3)
Census Tract: 119.01

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Edge Residential Small Lot (UER-1) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Neighborhood (Medium Density) by Richland County.

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types

- Single-family Detached

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [*Lower Richland County Richland County Strategic Community Master Plan*](#) (2014). The subject property is assigned the future land use map classifications of Suburban Transition Area (page 20) and Military Compatibility Zones (page 23). Recommendations for the Suburban Transition Area include identifying and prioritizing "sidewalk and greenway connections to existing community facilities", promoting "a variety of housing types", providing "additional utility service to increase service reliability and capacity", and promoting "development that is respectful of existing neighborhoods, as well as natural, agricultural, and historic resources" (page 20). Recommendations for the Military Compatibility Zones include keeping "residential density very low in these areas to reduce nuisance conflicts between neighborhood residents and military operations" (page 23). The subject property is not located within an activity node (page 24). The plan recommends an intersection improvement near the subject property, at the intersection of Ridge Road and Leesburg Road (page 31).

PROPOSED ZONING DISTRICT SUMMARY

The parcel currently has interim zoning of Single Family Residential District (RS-3). Surrounding parcels within the City of Columbia are currently zoned Single Family Residential District (RS-3) to the West. Surrounding parcels in unincorporated Richland County are currently zoned RS-HD to the North, East, and South.

The proposed City of Columbia zoning district is Single Family Residential District (RS-3).

Single Family Residential District (RS-3)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

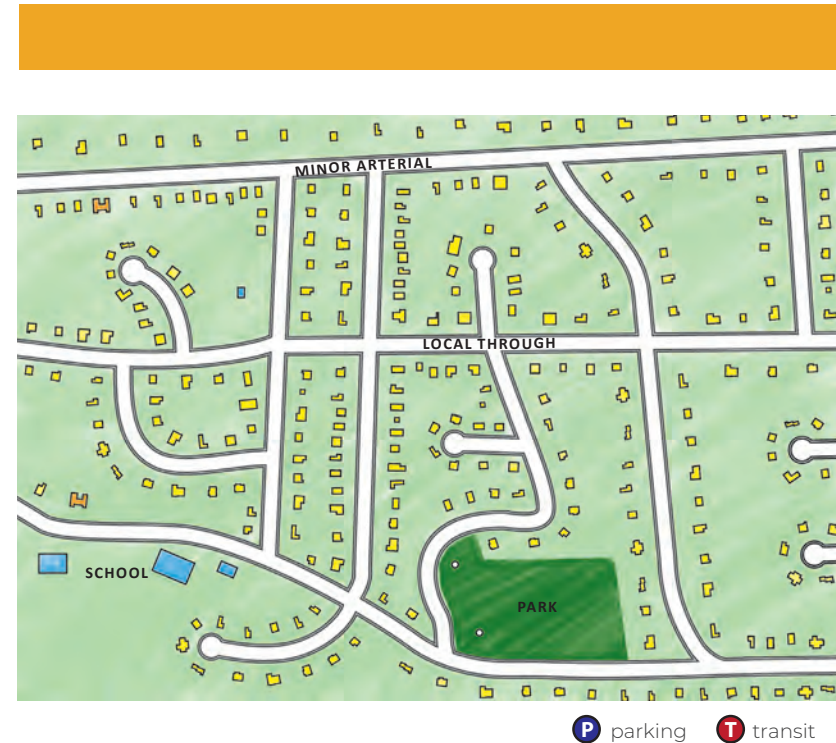
STAFF RECOMMENDATION

Staff recommends City Council confirm the zoning of Single Family Residential District (RS-3) for the property.

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.
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- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
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- 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.



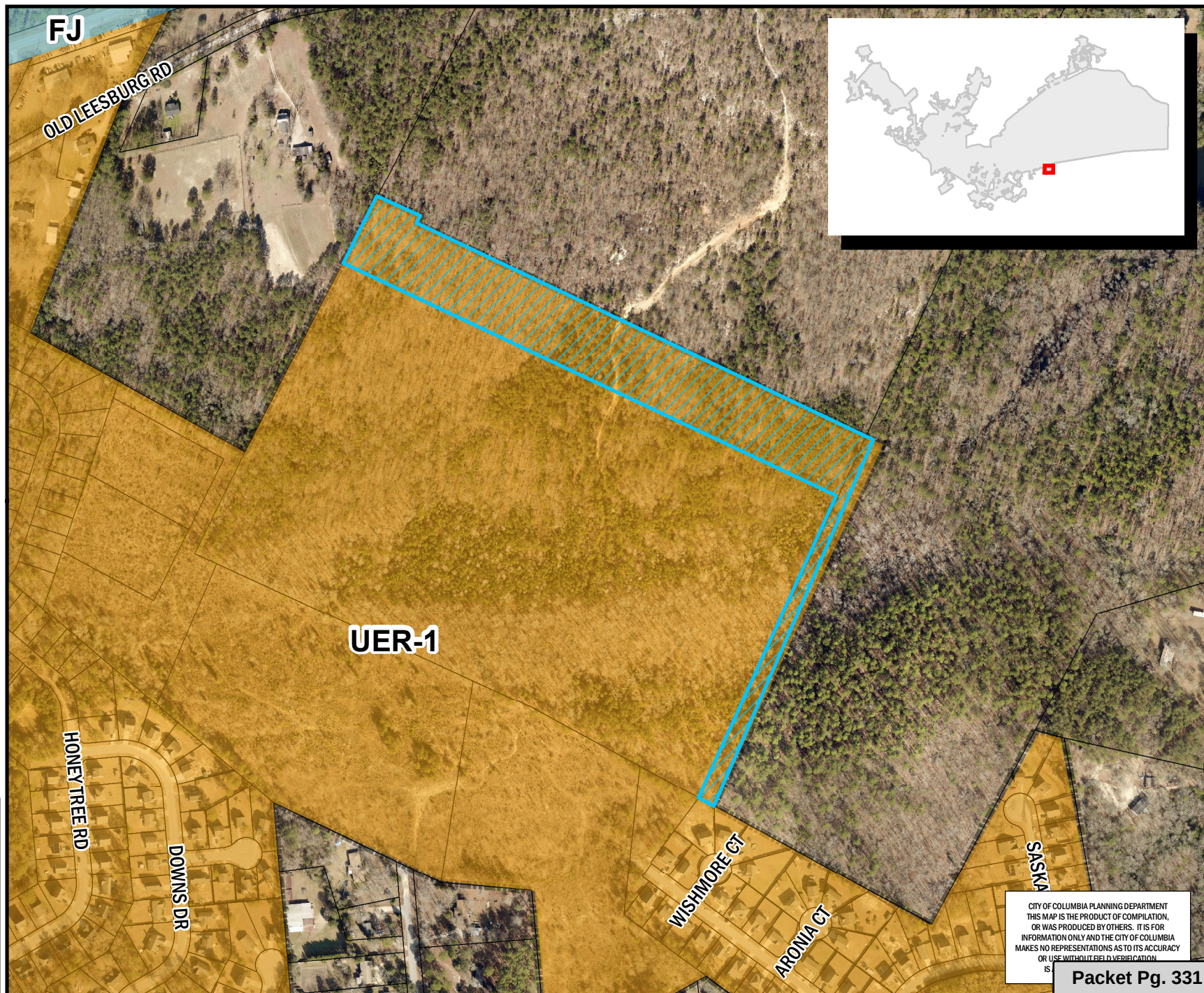
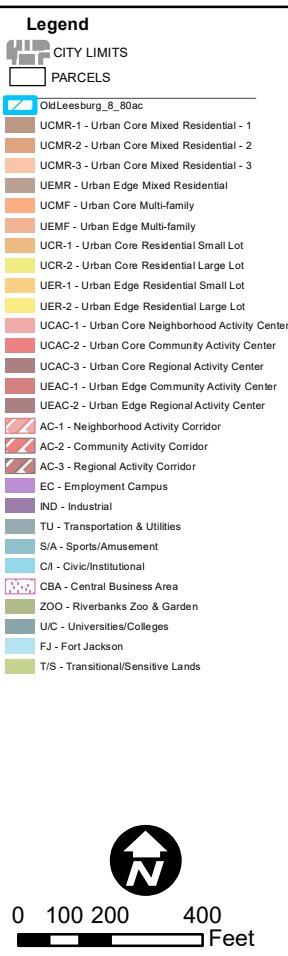


Future Land Use Map

Department of Planning &
Development Services

8.80 acre portion of S/S Old Leesburg Road, TMS# 22113
Current Interim FLU: UER-1, Proposed FLU: UER-1

26.a



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Packet Pg. 331

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



Zoning Map

Department of Planning &
Development Services

8.80 acre portion of S/S Old Leesburg Road, TMS# 22113
Current Interim Zoning: RS-3, Proposed Zoning: RS-3

26.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

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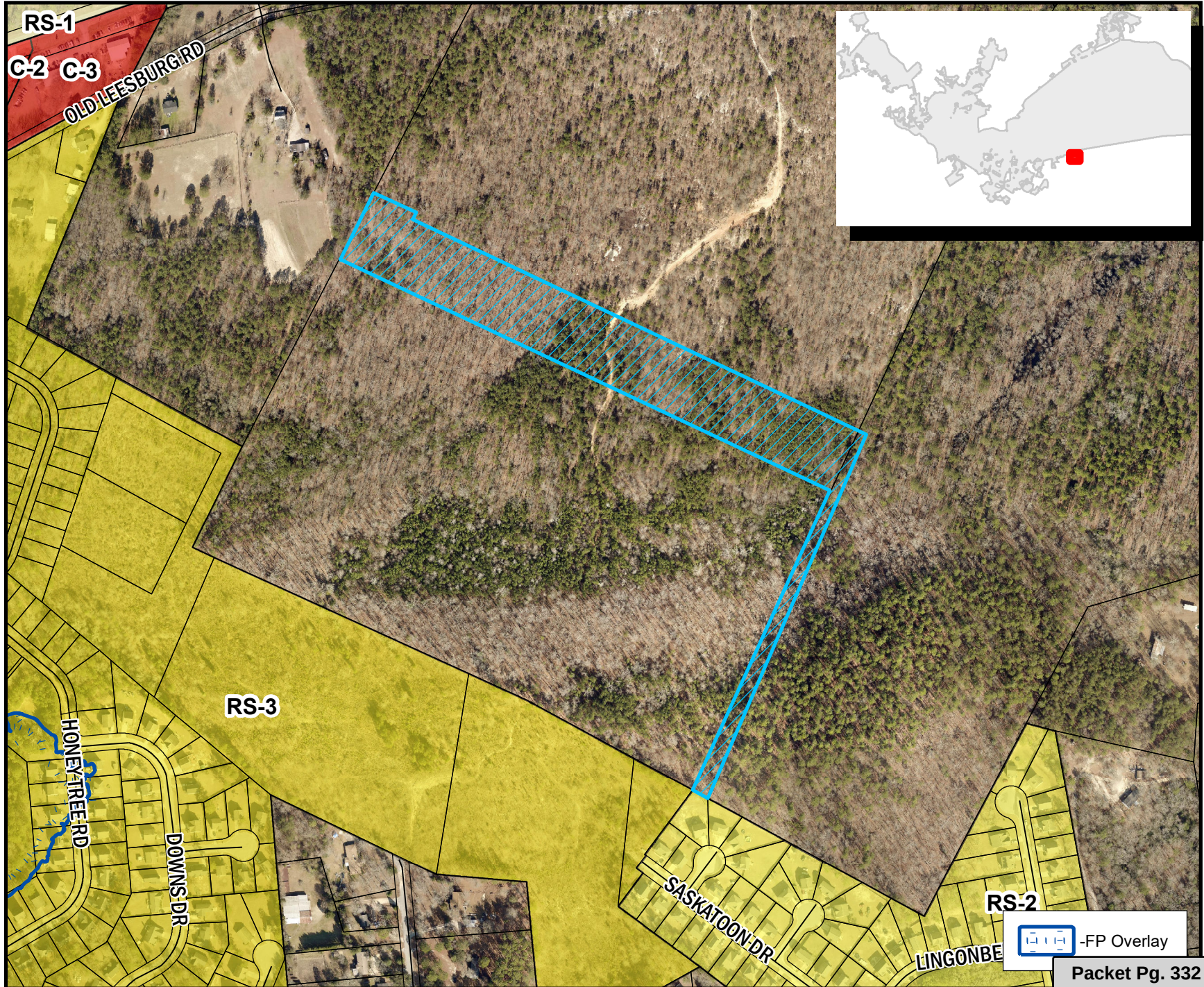
ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
June 17, 2021

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We Are Columbia



-FP Overlay

Packet Pg. 332

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



CITY COUNCIL

July 20, 2021 at 2:00pm

Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

Zoning Map Amendment Case Summary 1135 Carter Street, TMS# 14102-04-01

Council District:	2
Proposal:	Request to rezone the parcel from Single-Family Residential District (RS-2) to Planned Unit Development-Residential District (PUD-R).
Applicant:	LuCinda J. Herrera, Columbia Housing Authority
Staff Recommendation:	Approval
PC Recommendation:	06/07/2021; Approval (8-0)
ZPH, 1st Reading:	07/20/2021; Pending
2nd Reading:	08/20/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 4.63 acres
Current Use: None
Proposed Use: Senior Independent Living & rental office spaces
Current Land Use Classification: Urban Core Community Activity Center (UCAC-2)
Current Zoning: Single-Family Residential District (RS-2)
Proposed Zoning: Planned Unit Development-Residential District (PUD-R)

REQUEST

The applicant is requesting to rezone the parcel from single-family residential to a Planned Unit Development (PUD). The PUD will consist of 4.63 acres with approximately 4.32 acres dedicated to residential. A minimum of 4,100 sq. ft. will be dedicate to commercial space. The commercial space will not be a leasing office or amenity of the residential space. It will be rented to a commercial use that will benefit the tenants as well as the general public.

The residential component will be geared towards the senior population. There will be 150 rental units as well as common space and amenity space. 153 parking spaces will be provided on-site to serve the residential and commercial.

A legal description, site plan, landscaping plan, and descriptive statement are included in the PUD document.

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated Urban Core Community Activity Center (UCAC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three-mile to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multifamily or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.

Primary Types

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

Secondary Types

- Multi-family Small & Medium

Tertiary Types

- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Single-Family Residential District (RS-2). The abutting properties in the City of Columbia have base zoning of Single-Family Residential District (RS-3) to the North, Single-Family Residential District (RS-2) to the East, General Residential District (RG-2) to the South, and General Commercial District (C-3) to the West. Abutting properties in unincorporated Richland County are currently zoned GC and RS-MD to the North.

The proposed zoning district is Planned Unit Development-Residential District (PUD-R).

Single-Family Residential District (RS-2)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

Planned Unit Development-Residential District (PUD-R)

(a) Intent.

The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design,

improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts.

Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) Design and planning features.

The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

Staff recommends the rezoning of the parcel from RS-2 to PUD-R.

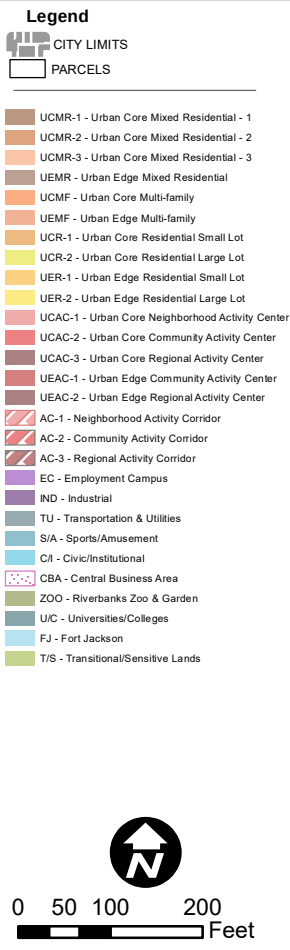


Future Land Use Map

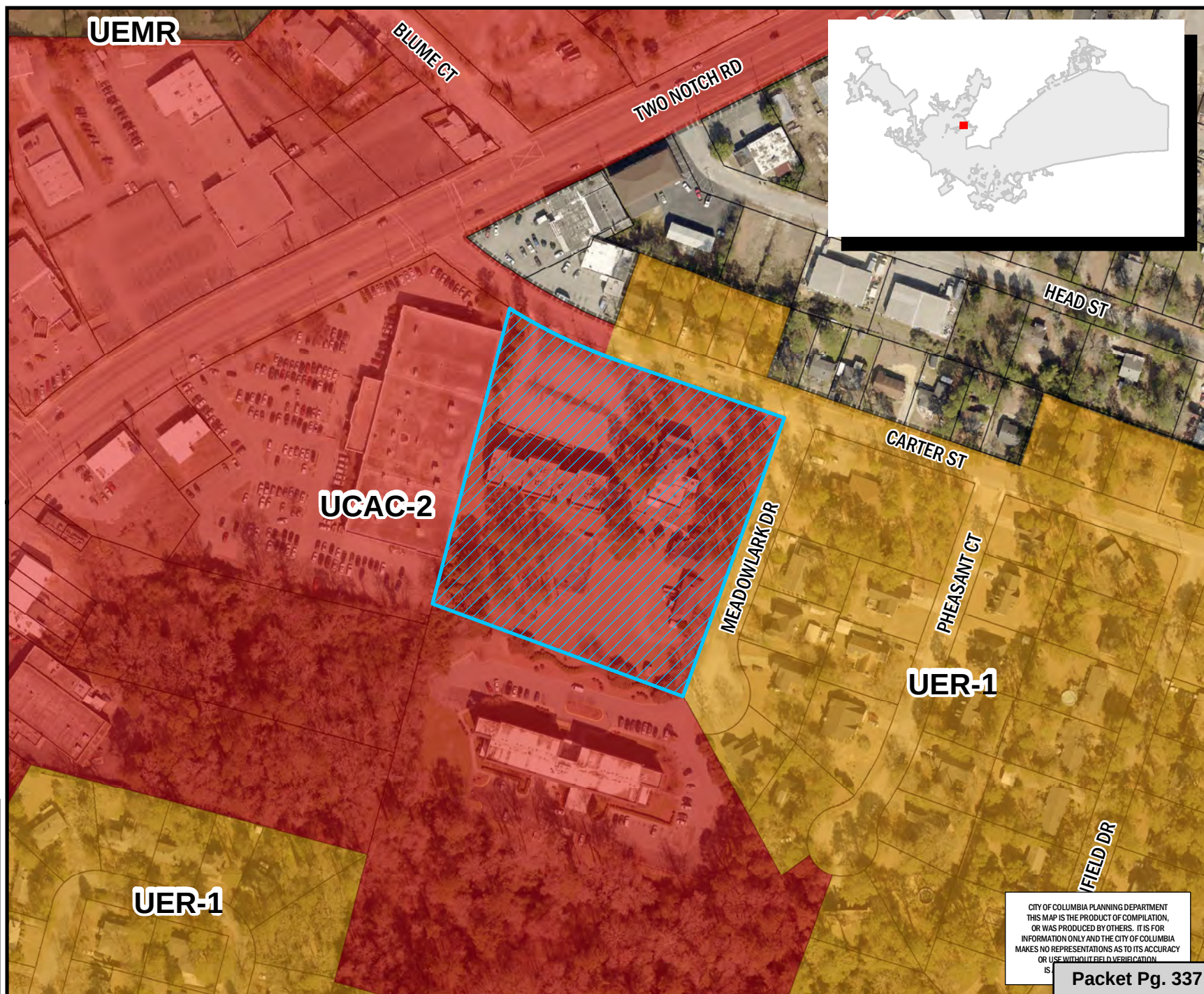
Department of Planning & Development Services

1135 Carter Street, TMS# 141
Current FLU: UCAC-2

27.a



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 5/7/2021



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Packet Pg. 337

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1135 Carter Street, TMS# 14102-04-01; 27.a
Current Zoning: RS-2, Proposed Zoning: PUD-R

Department of Planning &
Development Services

Legend

PARCELS

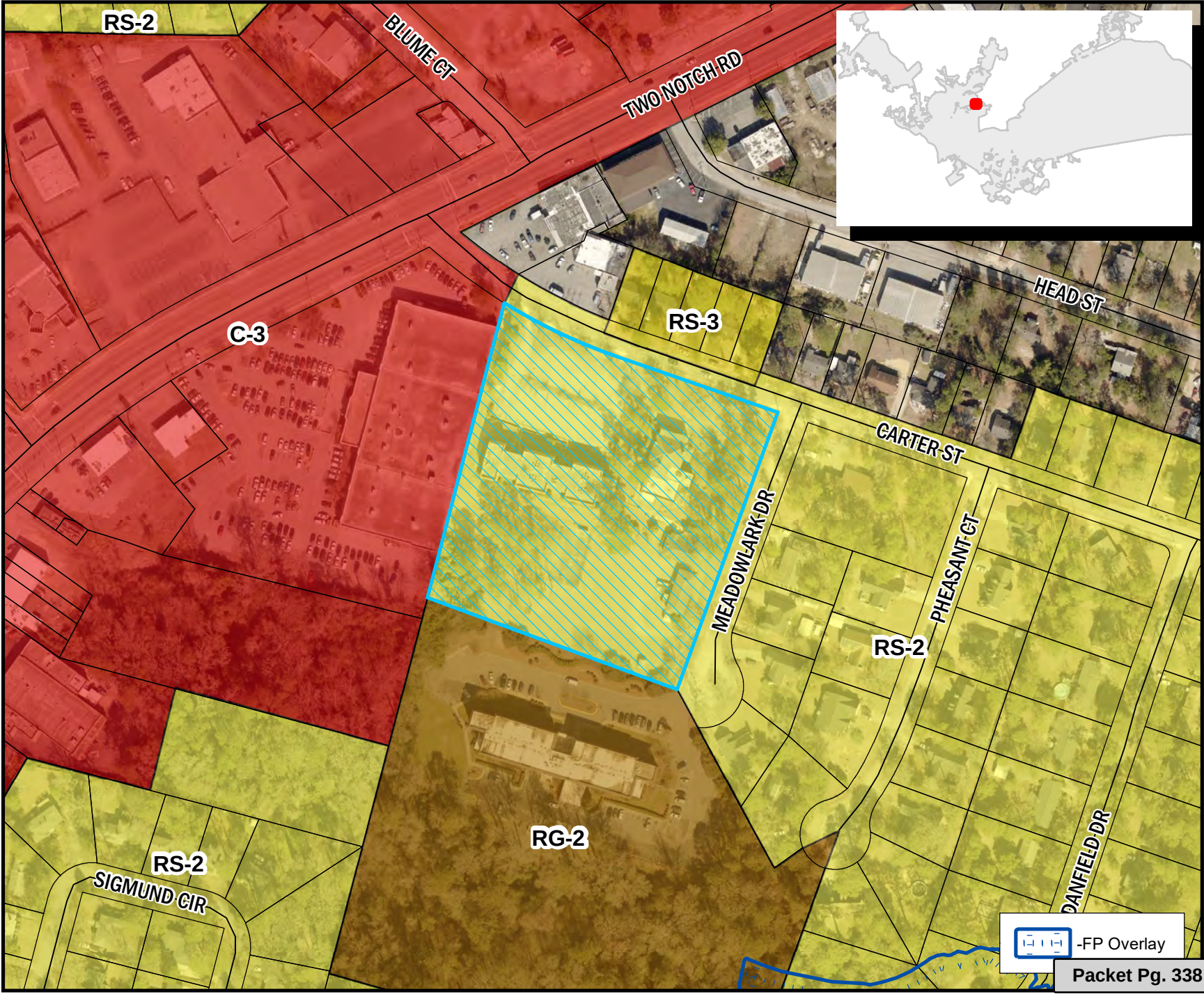
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	FUD-C
RG-1A	FUD-LS
RG-2	FUD-LS-E
RG-3	FUD-LS-R
UTD	FUD-R
MX-1	OUT OF CITY
MX-2	

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 7, 2021

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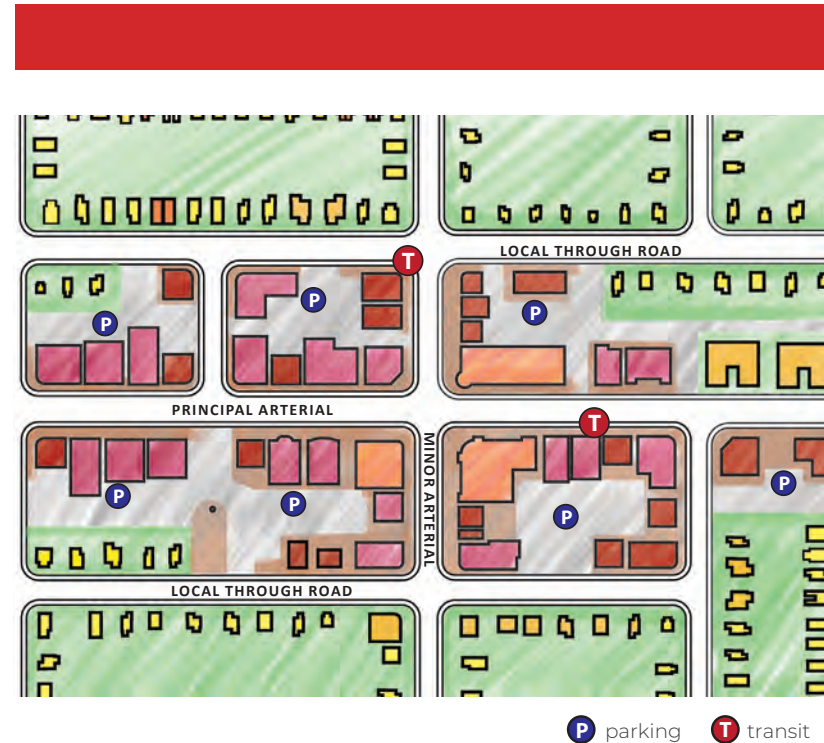


** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Development Types

URBAN CORE COMMUNITY ACTIVITY CENTER (UCAC-2)

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three-mile to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.



UCAC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

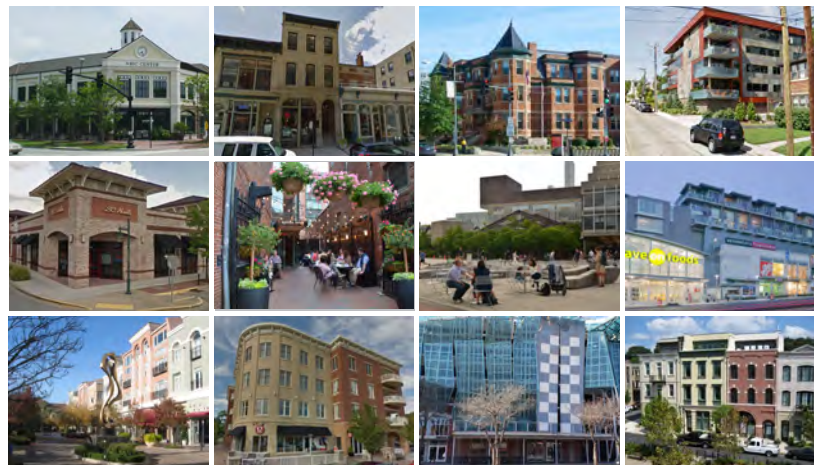
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UCAC-2 DEVELOPMENT PATTERN/CONTEXT

- Blocks are square or rectangular, and the uses in the activity center typically occupy only a quarter or half of the block. Alleyways are not common but can be used in redevelopment or infill to provide access to rear parking lots.
- The subdivision of lots is regular within a block with small, equally sized parcels typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings in an activity center. Deeper lots are typically found along major roads.
- Buildings are typically set to the sidewalk edge or may have a small lawn when a converted residential structure is used. Entrances should be located on the main façade. Front yard setbacks are typically consistent along a block.
- Individual buildings may be attached or built close to each other to establish a continuous street frontage. Individual lots may have only one narrow side yard and a zero lot line setback from front or side property lines.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may just utilize on-street parking or may have small parking areas behind the building; activity center parking may be shared in small lots, and in some cases structured parking may be required in Community Activity Centers. Multimodal transit should also be factored into the design of activity centers.
- Open spaces in the form of neighborhood parks, plazas, linear parks, and greens are also contributing uses in an activity center. Pedestrian-oriented streetscape elements such as benches,



street trees, landscaping, and outdoor dining areas are typical.

- Architectural detailing is human scale but may include grander elements than found in Neighborhood Activity Centers. The majority of buildings are two to four stories; taller structures are strategically located where increased density and intensity are appropriate.

Table of Permitted Uses
RS-1, RS-1A, RS-1B, RS-2, and RS-3
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Public Golf Course
Membership Sports and Recreation Clubs
Elementary and Secondary Schools (Sec. 17-296)
Libraries and Information Centers
Day Care Facilities (Sec. 17-265)
Residential Care (17-266)
Religious Organizations
Group Development

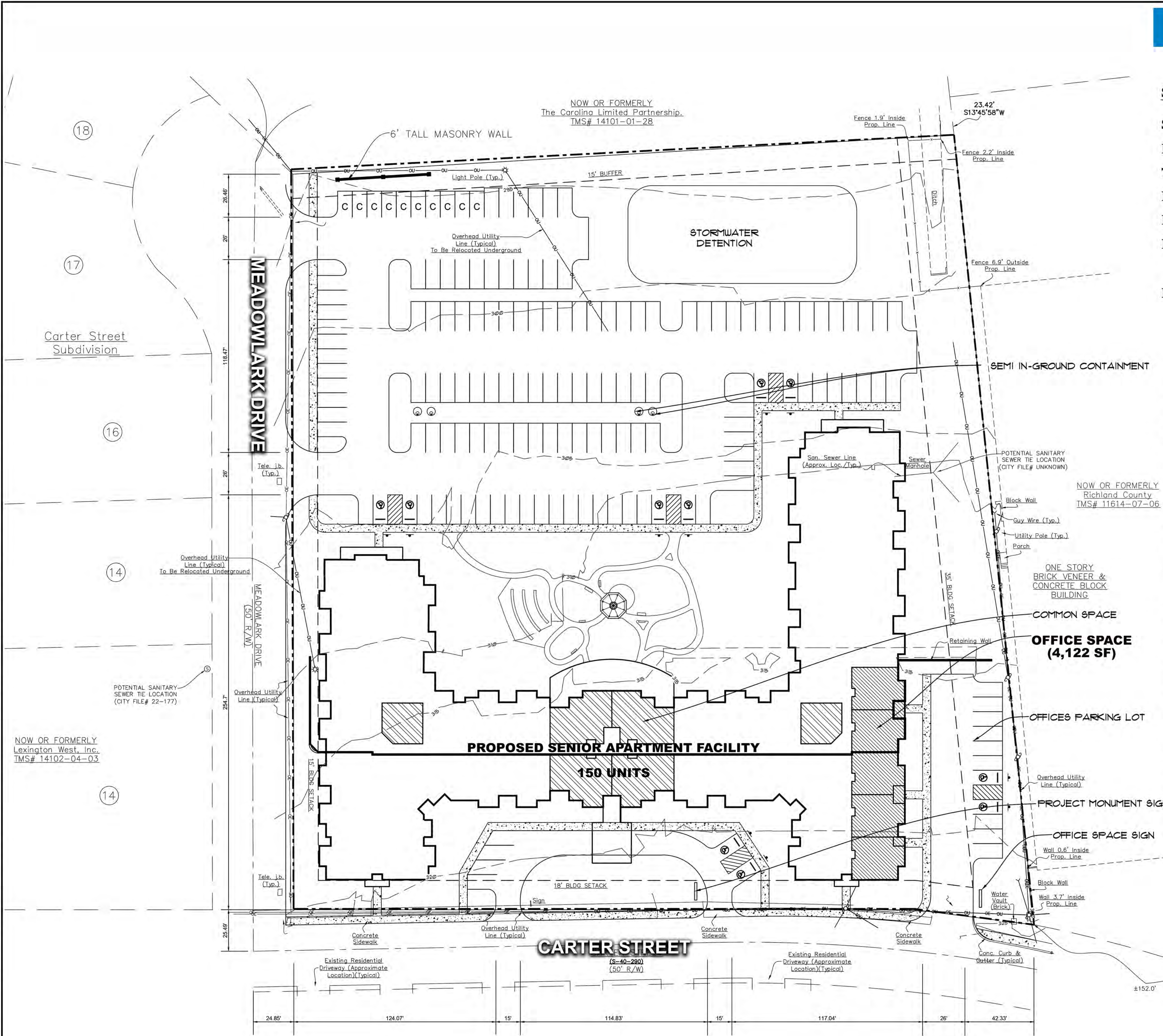
HAVEN AT PALMER POINTE - BUILDING RENDERING

COLUMBIA, SC

05-05-2021



2021
CSP.DWG - PLOTTED BY: RIANNA WAH - COPYRIGHT 2021
DRAWING: P:\BRINSHORE\2020-089 COLUMBIA, SC\05-03-2021
5/5/2021 11:27:17 AM



BRINSHORE



South Carolina
Affordable Housing
Initiatives, Inc.

SITE INFORMATION:

SITE:

4.63 +/- ACRES (1 BUILDING/LOT)

DENSITY:

32.4 +/- UNITS/ACRES

TMS#:

14102-04-01

EXISTING ZONING:

R5-2

PROPOSED ZONING:

PUD-R

BUILDINGS:

(1) 3-4 SPLIT STORY APARTMENT BLDG
W/ RENTAL OFFICES

PARKING SPACES:

158 PROVIDED (9 OFFICE PKG SPCS,
10 HANDICAP SPCS, 10 COMPACT SPCS,
129 REGULAR SPCS)

UNIT INFORMATION:

UNIT MIX	SPCS/UNIT
1-BR (A UNITS)	= 142 1.00
2-BR (B UNITS)	= 8 1.00
TOTAL	= 150 UNITS

BUILDING INFORMATION:

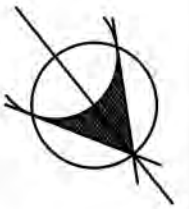
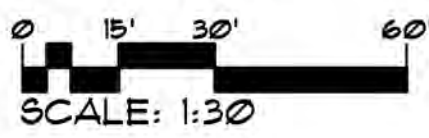
	SQ. FT. (+/-)
TERRACE LEVEL	28,489
1ST FLOOR	44,737 (4,122 MED. OFFICE)
2ND FLOOR	44,432
3RD FLOOR	44,156
TOTAL	161,814

BUILDING INFO:

BUILDING HEIGHT VISIBLE FROM CARTER ST WILL BE NO MORE THAN 45' TO THE MIDPOINT OF THE RIDGE FROM GRADE AND ALONG MEADOWLARK NO MORE THAN 55'.

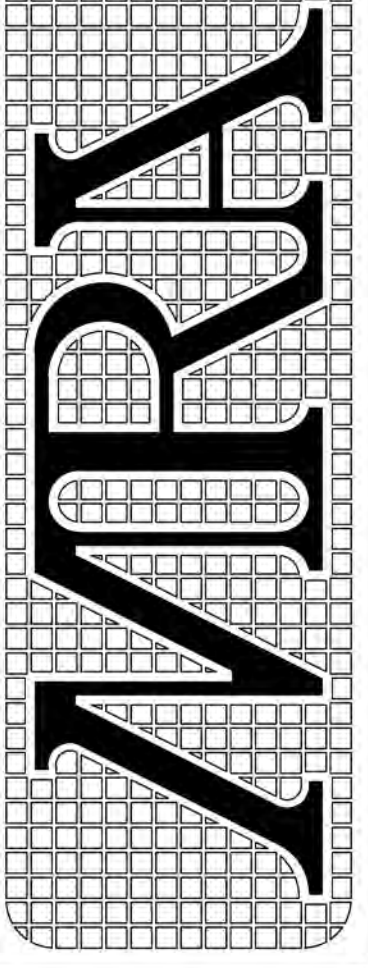
SITE INFO:

NO LAKES, RIVERS, STREAMS, SWAMPS/ WETLAND, OTHER BODIES OF WATER AND 100 YEAR FLOODPLAIN AND FLOODWAY



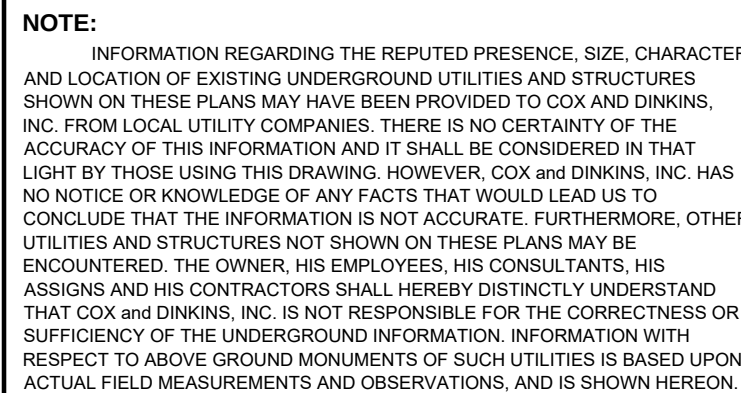
MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.
215 CHURCH STREET SUITE 200 DECATUR GEORGIA 30030-3329 404-373-2800

HAVEN AT PALMER POINTE
RICHLAND COUNTY, COLUMBIA, SC



CSP.1

NOT RELEASED FOR CONSTRUCTION



The Palmetto Utility Protection Service, Inc.
800 Dash Square Blvd., Suite 300/Columbia, South Carolina 29201 (803) 931-1177

South Carolina 811
Call Now. Receive an Dig.

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA

CALL 811

CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY
10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

1. THE SUBJECT PROPERTY IS IDENTIFIED AS RICHLAND COUNTY TAX MAP PARCEL TMS# 14102-04-01.
2. TOTAL AREA OF SUBJECT PROPERTY IS 4.59 ACRES.
3. ZONING OF THE SUBJECT PARCEL "RS-2".
4. ELEVATION INTERIORS ARE UNKNOWN. (ONE (1) FOOT ELEVATIONS SHOWN ARE NAVD 88 DATUM).
5. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE. THE LOCATIONS OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
6. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THAT THEY AND THEIR SUBCONTRACTORS HAVE THE CORRECT/MOST UP-TO-DATE PLANS AVAILABLE.
7. ALL SIDEWALKS, STRIPING AND SIGNAGE SHALL BE ADA AND MUTCD COMPLIANT.
8. ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.

344

Sec. 17-681. - Districts identified.

(a) *Landmark district.* The area of the city bounded generally by Blanding, Marion, Richland and Henderson Streets is to be identified as Landmark District No. 1, and more specifically identified on attached map as 1973 TMS 28, Block 1, Lots 4, 5, 6, 7, 8, 9, 10 and 11; all of Block 2; all of Block 3; all of Block 4; Block 5, Lots 3, 4, 5 and 6; Block 6, Lots 2, 5, 6, 7 and portion of 21 (1402 Blanding); Block 7, Lots 1, 2, 5, 6, 7, 8, 9, 10, 11 and 22; all of Block 8; 1973 TMS 29, Block 2, Lots 7 and 8; Block 3, Lots 13, 14, 15 and 16; Block 4, Lots 4, 6, 9, 11, 12, 13, 14, 15 and portion of 24 (1904-08 Marion Street and 1403, 1407, 1409-11 Richland Street); all of Block 5; all of Block 6; Block 7, Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 23 and 24; all of Block 8; all of Block 9; all of Block 10; 1973 TMS 37, Block 1, Lots 1, 2, 12, 13, 14, 15 and 16; Block 4, Lots 1, 2 and 13; 1973 TMS 38, Block 1, Lots 1, 2, 3, 4, 5, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28; Block 5, Lots 1, 2, 3, 4, 21, 23 and 25.

(b) *Architectural conservation district.*

(1) The area of the city bounded generally by Laurens, Senate, Henderson and Green Streets and to be identified as Architectural Conservation District No. 1, and further identified on attached map as 1973 TMS 24, all of Block 5; 1973 TMS 34, all of Block 1; all of Block 2; all of Block 3; Block 5, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 33 and 34; all of Block 10; 1973 TMS 35, Block 3, Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 26, 27, 28, 29, 30, 31, 33 and 34; all of Block 5; all of Block 6; all of Block 7; all of Block 9; all of Block 10; all of Block 11.

(2) The area of the city bounded generally by Wayne Street, W. Confederate Avenue, Abbeville Street and Rembert Street and to be identified as Architectural Conservation District No. 2, which is further identified as 1982 TMS 09011, all of Block 2; Block 4, Lot 1; Block 5, Lots 3, 4, 5, 6; TMS 0901 2, all of Block 2; all of Block 3; all of Block 4; Block 6, Lots 13, 14 and 15; Block 7, Lots 1, 2, 7-14; Block 8, Lots 5, 6, 7 and 8; Block 9, Lots 13-21, 23 and 24; Block 10, Lots 1-15, 19-28; all of Block 11; Block 12, Lots 1-10, 12-24; all of Block 13; all of Block 14; all of Block 15; Block 16, Lots 2-15; TMS 09016, Block 15, Lots 9 and 10; TMS 09109 all of Block 15; ; and 2008 TMS 09012-10-16, 09012-12-11.

(3) Area generally bounded by: Woodrow Street on the west; Kirby, Webster and Murray Streets on the North; Millwood Avenue on the South and Maiden Lane on the East, TMS# 11413-06-4, 5; 11413-07-1 through 5 and 9 through 10; 11413-8-1 through 5 and 9 through 13; 11413-9-1 through 7 and 16; 11414-05-2 through 10; 11414-6-1 through 14; 11414-7-1 through 13; 11414-8-1 through 10; 11414-9-1 through 8; 11414-10-1 through 16; 11414-11-1 through 18; 11414-12-1 through 12; 11414-13-1, 2, 4 through 14; 11414-14-1 through 13; 11414-15-5 through 10; 11414-18-3 through 10; 11414-19-1 through 11 and 13 through 18; 11414-20-1 through 13; 11414-21-1 through 12; 11414-22-1, 2, 4, 5, 7 through 23; 11415-9-9 through 13; 11415-10-6, 7; 11415-12-11; 11415-13-1 through 14; 11415-14-1 through 7; 11415-15-3, 5 through 16; 11415-16-7 through 12; 13901-1-1, 2, 4 through 7; 13901-2-1 through 8; 13901-3-1 through 8; 13901-4-1 through 21; 13901-5-1 through 16; 13901-6-1 through 3 and 11 through 15; 13901-7-1 through 13; 13901-8-1, 13 through 15; 13901-10-1 through 16; 13901-11-1 through 14; 13901-12-1 through 16; 13901-13-3 through 6; 13901-17-1 through 10 and 12 through 16; 13901-18-1 through 9, 16 and 17; 13902-1-1 through 3; 5 through 19; 13902-8-1, 6 through 9; 13902-9-1 through 18; 13902-10-21 through 35 and 37 through 43 and 54 through 57; 13902-11-1 through 7; 13902-12-1 through 14; 13902-13-1 through 11; 13902-14-1 through 17.

(4) The area is generally bounded by Holly Street, Sims Street, Amherst Avenue, Bellwood Street and Kirkwood Street, and further identified on attached maps as TMS# 13804-01-01 through 04; 13804-10-07 through 11; 13804-11-07 through 11; 13804-12-02 through 15; 13804-13-01 through 04; 13804-14-01, 02, 03, 04, 05, and 11; 13804-18-01 through 05 and 09 through 10; 13901-15-09 through 12; and 11316-04-02 through 04 and 10 through 13.

(5) The area is generally bound to the north by Blossom Street, to the south by Heyward Street, to the east by Congaree and Waccamaw Avenues, and to the west by Pickens and Saint James Street and Saluda Avenue, and further identified on attached maps as TMS# 11306-04-02 through 35; 11306-05-01 through 06; 11306-06-01 through 06; 11306-07-01 through 39; 11307-03-13 through 16; 11307-04-01; 11307-05-02 through 06; 11307-06-01 through 11; 11307-07-02 through 25; 11307-08-01 through 04; 11307-09-01 through 09; 11308-09-01 through 11; 11308-10-02 through 13; 11308-11-08 through 13; 11310-01-01 through 06; 11310-02-01 through 16; 11310-03-01 through 16; 11310-22-01 through 10; 11311-01-01 through 14; 11311-02-01 through 38; 11311-03-01 through 06; 11311-03-17, 11311-03-19 through 22 (all up to 100' from Waccamaw); 11311-03-23 through 26; 11311-03-27 (up to 100' from Waccamaw); 11311-03-28 through 39; 11312-13-09 through 17; 11381-01-01 through 09; 11381-02-01 through 04; 11381-03-01 through 04; 11387-01-01; 11387-02-01 through 08; 11387-03-01 through 08; and 11387-04-01 through 08.

(6) The area of the city generally bound by the intersection of Grace and Marion Street to the north, Bull Street to the east, Elmwood Avenue to the south, and Sumter Street to the west and further identified by the following tax maps: 09016-03-02 thru 09, 09016-04-01 thru 14, 09016-05-01 thru 09, 09016-06-01 thru 09, 09016-06-11, 09016-06-16 thru 24, 09016-08-01 thru 17, 09016-08-28 and 29, 09016-09-02 thru 18, 09016-12-07, 09016-12-09 thru 11, 09109-07-01 thru 03, 09109-08-02 thru 05, 09109-09-02 and 04, 09113-01-01 and 02, 09113-05-01 thru 10, 09113-06-01 thru 10, 09113-06-12 thru 22, 09113-07-01 thru 14, 09113-08-01 thru 13, 09113-10-01 thru 07, 09113-11-01 and 02, 09113-12-01 thru 19, 09113-12-21 thru 29, 09113-13-03 thru 14, 09113-04-01 thru 12, 09113-02-01 thru 06, 09114-06-01 thru 03, 09113-03-01 thru 04, 09114-05-01 thru 06, 09110-11-02 thru 11, 09114-07-01, 09113-09-01 thru 12, 09114-01-16 and 17, 09110-10-06 (portion zoned C1), 09110-10-08 and 09, 09110-10-12, 09114-01-01 thru 14, 09114-02-01, 09114-02-03 thru 22, 09114-02-24 and 25.

(7) The area of the city bounded generally by Catawba Street on the north, Wayne Street on the east, Heyward Street on the south and Gist Street on the west and further identified on TMS# 08812-01-01 through 08812-01-17; 08812-02-01 through 08812-02-09; 08812-02-11 through 08812-02-15; 08812-03-01 through 08812-03-08; 08812-04-01; 08116-10-11 through 08816-10-12; 08816-11-01 through 08816-11-10; 08816-12-01 through 08816-12-14; 08816-13-01 through 08816-13-15; 08816-14-02 through 08816-14-14; 08909-02-03 through 08909-02-12; 08913-13-01; 08913-14-01 through 08913-14-05; 08913-15-01 through 08913-15-06; 08913-16-01, 08913-16-02, 08913-16-04, 08913-17-01 through 08913-17-09; 08913-19-01 through 08913-19-08; 08913-20-01 through 08913-20-14 also to be known as the Granby Historic District.



CITY COUNCIL

July 20, 2021 at 2:00pm

Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

Zoning Text Amendment Case Summary **Amend §17-681(b)(7) and Granby Architectural Conservation District Guidelines to add** **314 Heyward Street, TMS# 08816-10-11**

Proposal:	Amend City of Columbia's Code of Ordinances §17-681(b)(7) (Districts identified) to include an additional lot due to an annexation and update the map in the Granby Architectural Conservation District Guidelines for the same reason.
Pertinent Sections:	Chapter 17, Article V, Division 3, Amend §17-681(b)(7) (Districts identified); Granby Architectural Conservation District Guidelines
Applicant:	Krista Hampton, Director of Planning and Development Services
Staff Recommendation:	Approval
PC Recommendation:	05/03/2021; Approval (9-0)
ZPH, 1 st Reading:	07/20/2021; Pending
2 nd Reading:	08/03/2021; Pending

PROPOSED ZONING TEXT SUMMARY

The following is the proposed updated text of Chapter 17, Article V, Division 3, §17-681(b)(7). The text in red and underlined is the proposed addition.

Sec. 17-681- Districts identified

(b) *Architectural conservation district.*

(7) The area of the city bounded generally by Catawba Street on the north, Wayne Street on the east, Heyward Street on the south and Gist Street on the west and further identified on TMS# 08812-01-01 through 08812-01-17; 08812-02-01 through 08812-02-09; 08812-02-11 through 08812-02-15; 08812-03-01 through 08812-03-08; 08812-04-01; 08816-01-11 through 08816-10-12; 08816-11-01 through 08816-11-10; 08816-12-01 through 08816-12-14; 08816-13-01 through 08816-13-15; 08816-14-02 through 08816-14-14; 08909-02-03 through 08909-02-12; 08913-13-01; 08913-14-01 through 08913-14-05; 08913-15-01 through 08913-15-06; 08913-16-01, 08913-16-02, 08913-16-04, 08913-17-01 through 08913-17-09; 08913-19-01 through 08913-19-08; 08913-20-01 through 08913-20-14 also to be known as the Granby Historic District.

The proposed updated map for the Granby Architectural Conservation District Guidelines is attached to this Case Summary as well as the existing map.

STAFF RECOMMENDATION

Staff recommends City Council approve the changes to the Official Zoning Code and Granby Architectural Conservation District Guidelines.

Sec. 17-681. - Districts identified.

(a) *Landmark district.* The area of the city bounded generally by Blanding, Marion, Richland and Henderson Streets is to be identified as Landmark District No. 1, and more specifically identified on attached map as 1973 TMS 28, Block 1, Lots 4, 5, 6, 7, 8, 9, 10 and 11; all of Block 2; all of Block 3; all of Block 4; Block 5, Lots 3, 4, 5 and 6; Block 6, Lots 2, 5, 6, 7 and portion of 21 (1402 Blanding); Block 7, Lots 1, 2, 5, 6, 7, 8, 9, 10, 11 and 22; all of Block 8; 1973 TMS 29, Block 2, Lots 7 and 8; Block 3, Lots 13, 14, 15 and 16; Block 4, Lots 4, 6, 9, 11, 12, 13, 14, 15 and portion of 24 (1904-08 Marion Street and 1403, 1407, 1409-11 Richland Street); all of Block 5; all of Block 6; Block 7, Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 23 and 24; all of Block 8; all of Block 9; all of Block 10; 1973 TMS 37, Block 1, Lots 1, 2, 12, 13, 14, 15 and 16; Block 4, Lots 1, 2 and 13; 1973 TMS 38, Block 1, Lots 1, 2, 3, 4, 5, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28; Block 5, Lots 1, 2, 3, 4, 21, 23 and 25.

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(1) The area of the city bounded generally by Laurens, Senate, Henderson and Green Streets and to be identified as Architectural Conservation District No. 1, and further identified on attached map as 1973 TMS 24, all of Block 5; 1973 TMS 34, all of Block 1; all of Block 2; all of Block 3; Block 5, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 33 and 34; all of Block 10; 1973 TMS 35, Block 3, Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 26, 27, 28, 29, 30, 31, 33 and 34; all of Block 5; all of Block 6; all of Block 7; all of Block 9; all of Block 10; all of Block 11.

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(7) The area of the city bounded generally by Catawba Street on the north, Wayne Street on the east, Heyward Street on the south and Gist Street on the west and further identified on TMS# 08812-01-01 through 08812-01-17; 08812-02-01 through 08812-02-09; 08812-02-11 through 08812-02-15; 08812-03-01 through 08812-03-08; 08812-04-01; 08116-10-11 through 08816-10-12; 08816-11-01 through 08816-11-10; 08816-12-01 through 08816-12-14; 08816-13-01 through 08816-13-15; 08816-14-02 through 08816-14-14; 08909-02-03 through 08909-02-12; 08913-13-01; 08913-14-01 through 08913-14-05; 08913-15-01 through 08913-15-06; 08913-16-01, 08913-16-02, 08913-16-04, 08913-17-01 through 08913-17-09; 08913-19-01 through 08913-19-08; 08913-20-01 through 08913-20-14 also to be known as the Granby Historic District.

ORDINANCE NO.: 2021-053

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 3, Landmarks and Design Protection Districts, Sec. 17-681 Districts identified, (b) Architectural conservation district (7)

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2021, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 3, Landmarks and Design Protection Districts, Sec. 17-681 Districts identified, (b) Architectural conservation district (7), is amended to read as follows:

Sec. 17-681. Districts identified.

(b) Architectural conservation district.

(7) The area of the city bounded generally by Catawba Street on the north, Wayne Street on the east, Heyward Street on the south and Gist Street on the west and further identified on TMS# 08812-01-01 through 08812-01-17; 08812-02-01 through 08812-02-09; 08812-02-11 through 08812-02-15; 08812-03-01 through 08812-03-08; 08812-04-01; 08116-10-11 through 08816-10-12; 08816-11-01 through 08816-11-10; 08816-12-01 through 08816-12-14; 08816-13-01 through 08816-13-15; 08816-14-02 through 08816-14-14; 08909-02-03 through 08909-02-12; 08913-13-01; 08913-14-01 through 08913-14-05; 08913-15-01 through 08913-15-06; 08913-16-01, 08913-16-02, 08913-16-04, 08913-17-01 through 08913-17-09; 08913-19-01 through 08913-19-08; 08913-20-01 through 08913-20-14 also to be known as the Granby Historic District.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:



CITY COUNCIL

July 20, 2021 at 2:00pm

Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

ADOPTION OF NEW CITY OF COLUMBIA ZONING MAP

Proposal: Revise proposed new City of Columbia Zoning Map effective August 30, 2021 in conjunction with the newly adopted Unified Development Ordinance.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

ZPH, 1st Reading: 07/20/2021; Pending

2nd Reading: 08/03/2021; Pending

DETAIL

The Unified Development Ordinance (Chapter 17 of the Columbia Code of ordinances) was adopted by City Council on August 20, 2019 and amended in June of 2020. The final step in the adoption process is repealing the current City of Columbia Zoning Map and replacing with a new map that corresponds with the new districts in the Unified Development Ordinance as well as the City's newly adopted Comprehensive Plan in accordance with SC § 6-29-710 et seq. A public hearing to consider the overall new zoning map was held on January 19, 2021. City Council postponed holding first reading to permit additional time for the public to review the map and engage with staff about questions and possible changes, which occurred with additional neighborhood meetings and one-on-one calls with individuals. As a result of staff review and public input, a number of changes to the draft map are recommended and presented to Planning Commission for recommendation prior to the effective date of the map and text.

The reason behind the proposed changes varies. Some are due to errors in the original mapping process and others are due to discussions with the public that illuminated needed changes.

Maps of the proposed changes are included with this packet. Links to the digital copy of the overall map (without the proposed revisions) as well as the Unified Development Ordinance can be found at www.weplantogether.org. If a member of the public would like to make an appointment to review a printed copy of the map and/or the revisions, they may contact the Zoning Office at 803-545-3333.

STAFF RECOMMENDATION

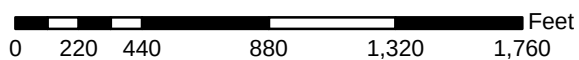
Staff recommends City Council to approve the request.

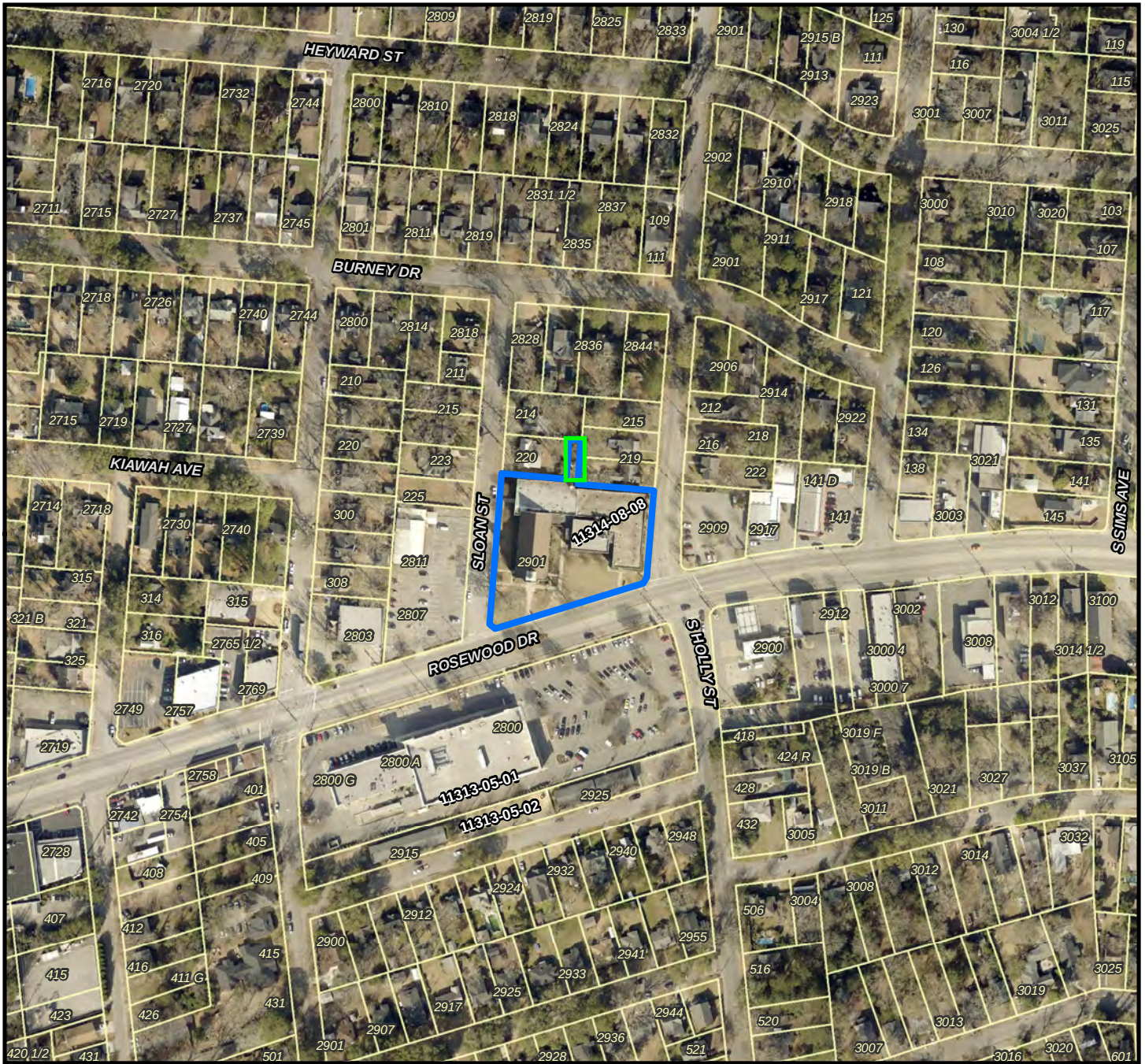


UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
07215-02-11	500 Wildlife Pkwy	EC	INS-ZOO

Map prepared by Planning & Development Services





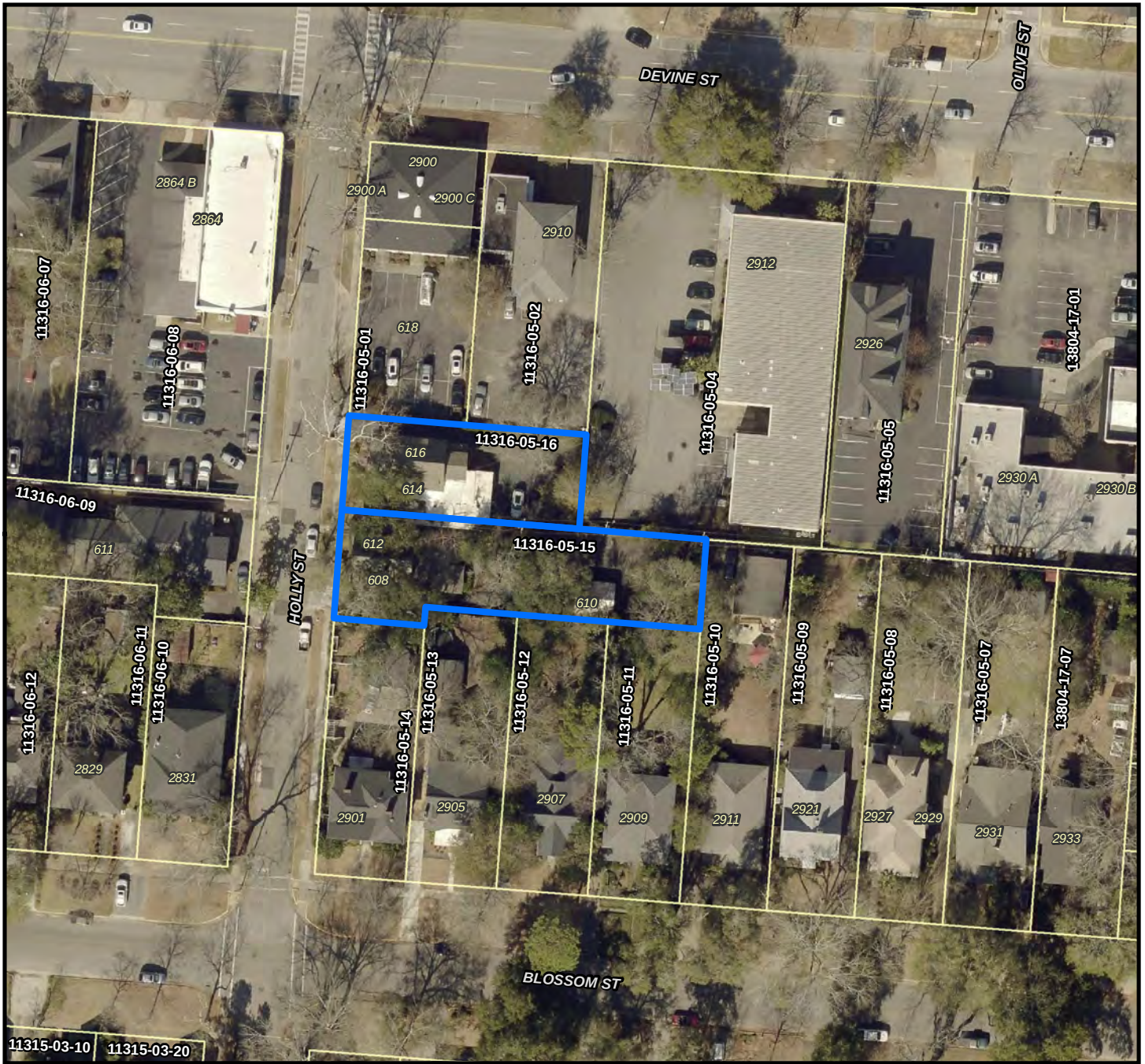
UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
11314-08-08	2901 Rosewood	NAC	NAC and RSF-3

Map prepared by Planning & Development Services

0 110 220 440 660 880 Feet





UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
11316-05-15 & 16	612 and 614 Holly St	O-I	CAC

Map prepared by Planning & Development Services

0 30 60 120 180 240 Feet

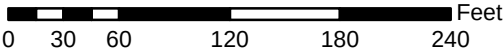


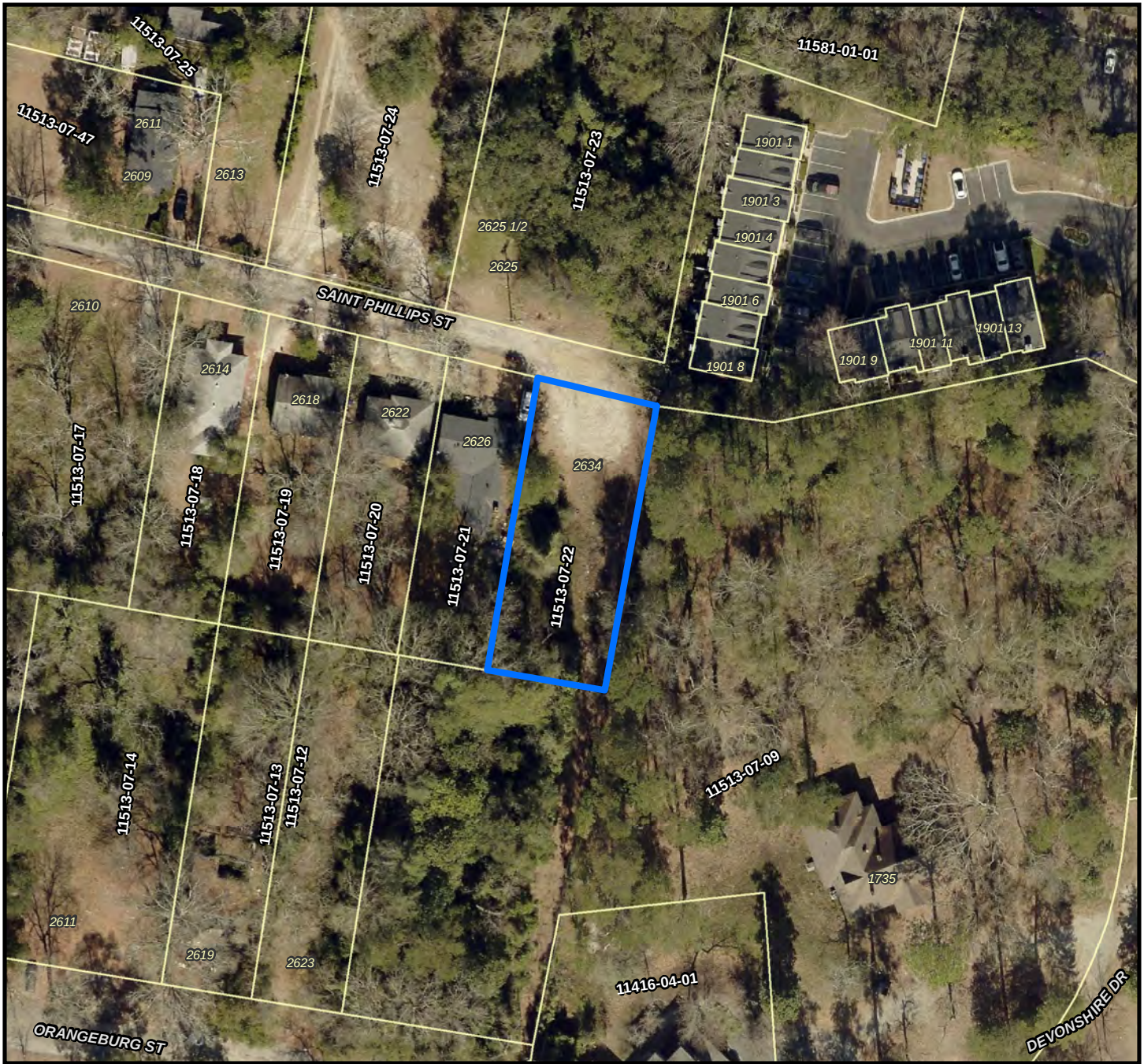


UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
11405-03-06 & -07	1122 & 1126 Barnwell	RM-2	CAC

Map prepared by Planning & Development Services





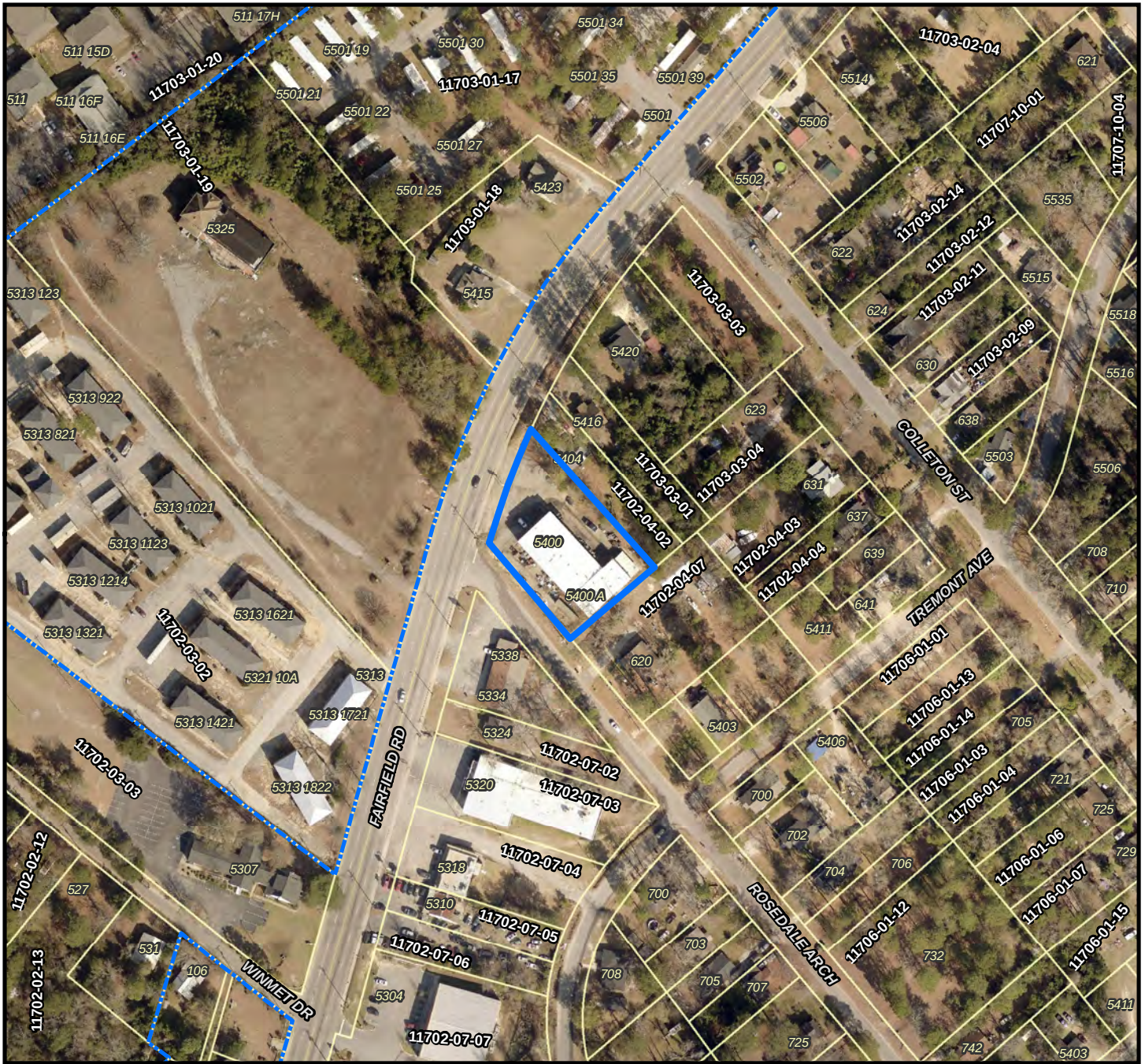
UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
11513-07-22	2634 St Phillips St	RM-2	MU-1

Map prepared by Planning & Development Services

0 30 60 120 180 240 Feet





UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
11702-04-01	5400 Fairfield Rd	RSF-3	CAC

Map prepared by Planning & Development Services

0 80 160 320 480 640 Feet





UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
13814-08-08	715 Montague Rd	GC	RSF-1

Map prepared by Planning & Development Services

0 110 220 440 660 880 Feet





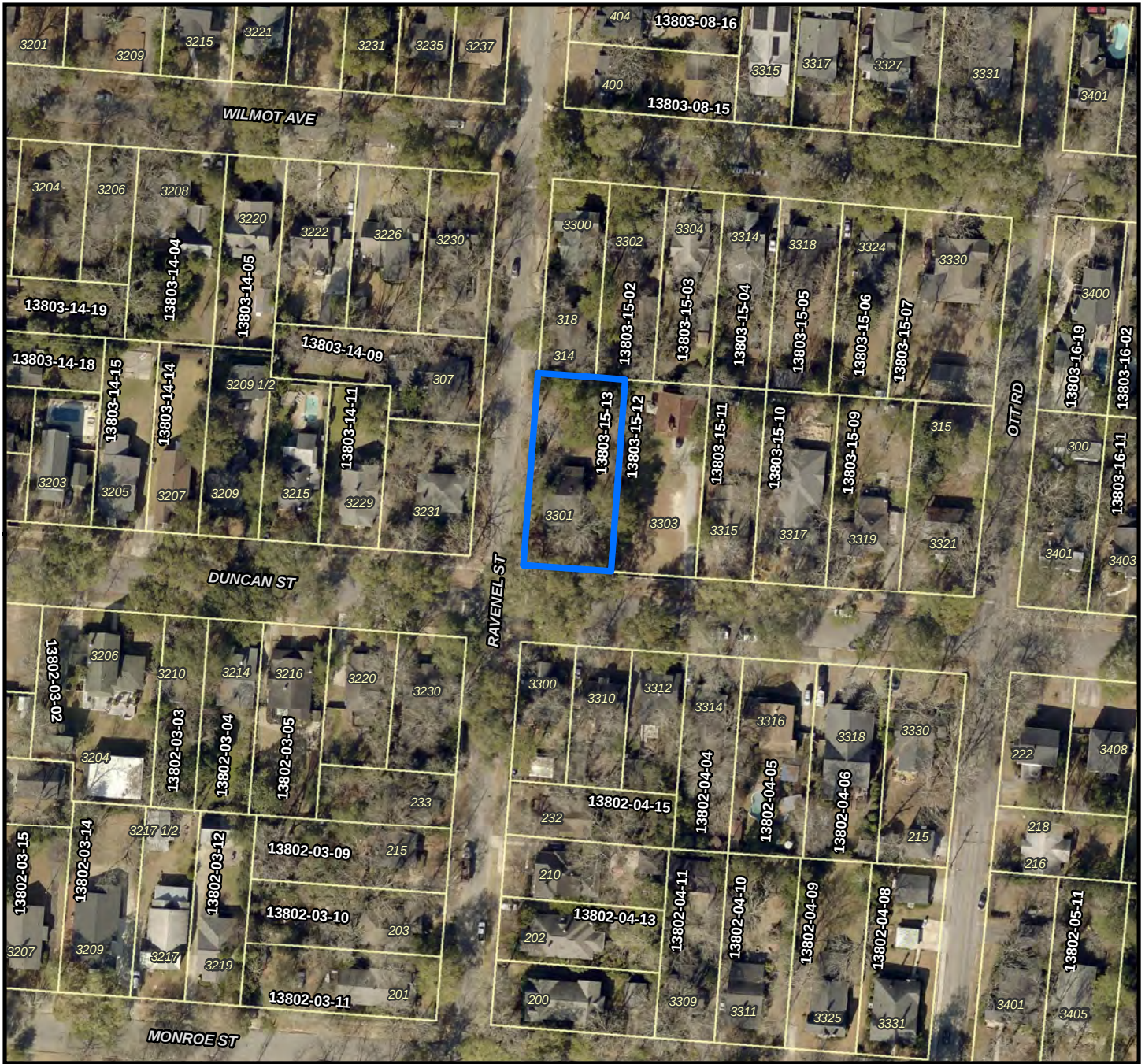
UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
11315-15-01	415 Woodrow St	RM-1	RSF-2
11311-09-13 to -16, -08 to -11	Wilmot/King	RM-1	RD
11311-10-01 to -17	Queen/Duncan	RM-1	RD

Map prepared by Planning & Development Services

0 110 220 440 660 880 Feet

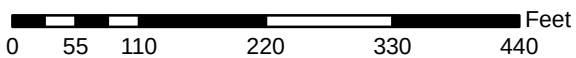




UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
13803-15-13	3301 Duncan	RSF-2	RSF-3

Map prepared by Planning & Development Services

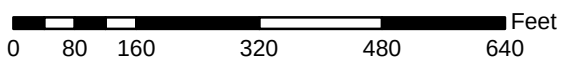




UDO ZONING MAP REVISIONS

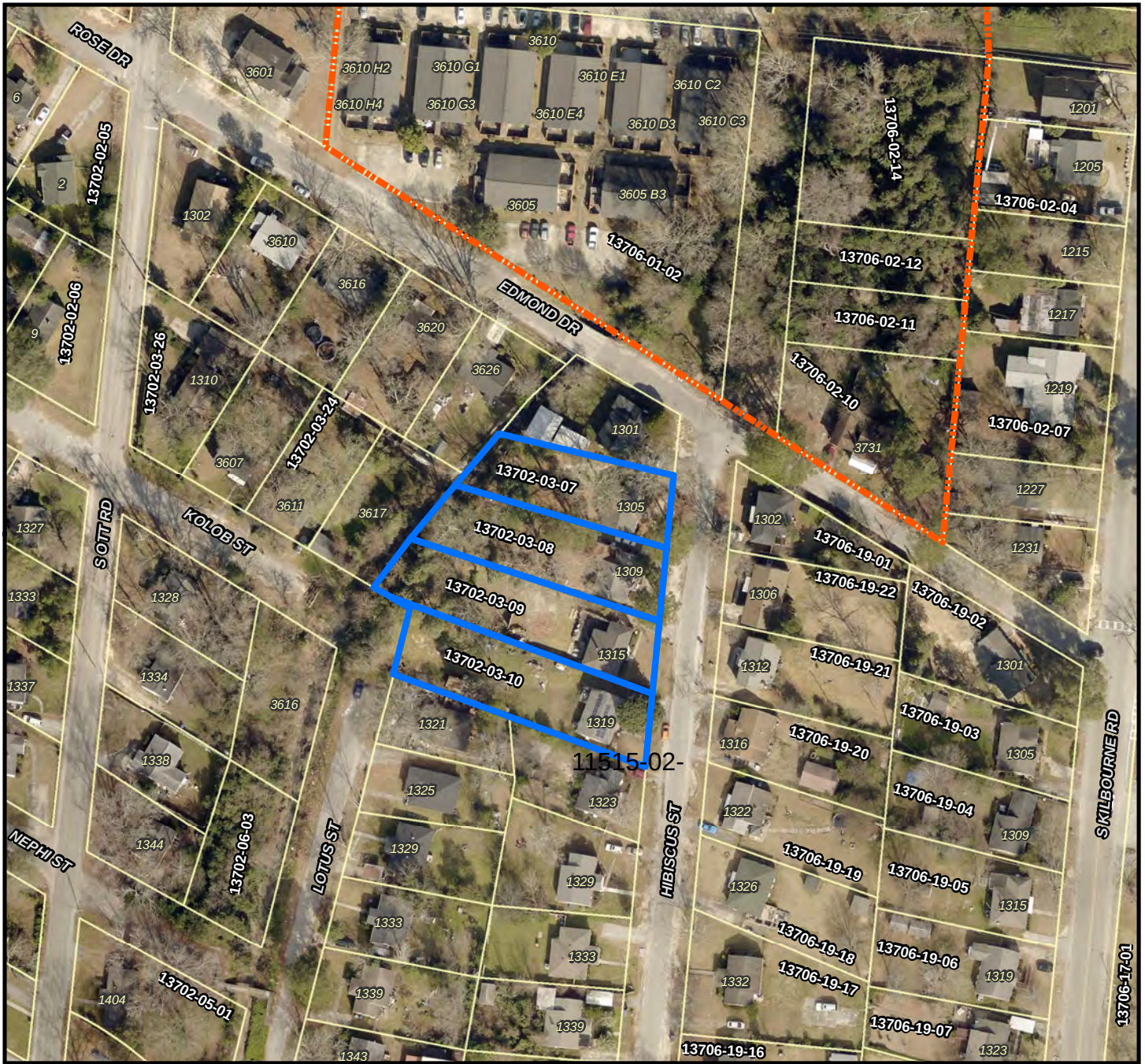
Tax Map Number	Address	From	To
13901-08-09 through -05	827-847 Adger	RM-1	RSF-1
13901-06-08 through -04	1117 through 1211 Adger	RM-1	RSF-1
13901-07-08 through -06	3319, 3321 & 3323 Devereaux	RM-1	RSF-3
13901-08-03	3320 Devereaux	RM-1	RSF-1
13901-06-10 & -09	3333 & 3339 Devereaux	RM-1	RSF-1
13901-08-04	3328 Devereaux	RM-1	RSF-1

Map-prepared by Planning & Development Services



Tax Map Number	Address	From	To
13902-14-11	1301 Shirley	RM-1	RSF-2
13902-09-12 through -15	1300, 1304, 1308 & 1310 Shirley	RM-1	RSF-2
13902-09-11 through -09	3011, 3015 & 3019 Bratton	RM-1	RSF-2
13902-09-08	1309 Butler	RM-1	RSF-2
13902-09-07	1315 Butler	RM-1	RSF-2
139202-14-19 & 10	1309 & 1315 Shirley	RM-1	RSF-2

Tax Map Number	Address	From	To
13802-13-11	123 S WALKER ST	RM-1	RD
13802-13-12	131 S WALKER ST	RM-1	RD
13802-13-10	119 S WALKER ST	RM-1	RD
13802-13-09	115 S WALKER ST	RM-1	RD



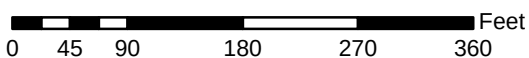
UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
13702-03-07	1305 HIBISCUS ST	RSF-3	RSF-2
13702-03-08	1309 HIBISCUS ST	RSF-3	RSF-2
13702-03-09	1315 HIBISCUS ST	RSF-3	RSF-2
13702-03-10	1319 HIBISCUS ST	RSF-3	RSF-2

Legend



Map prepared by Planning & Development Services





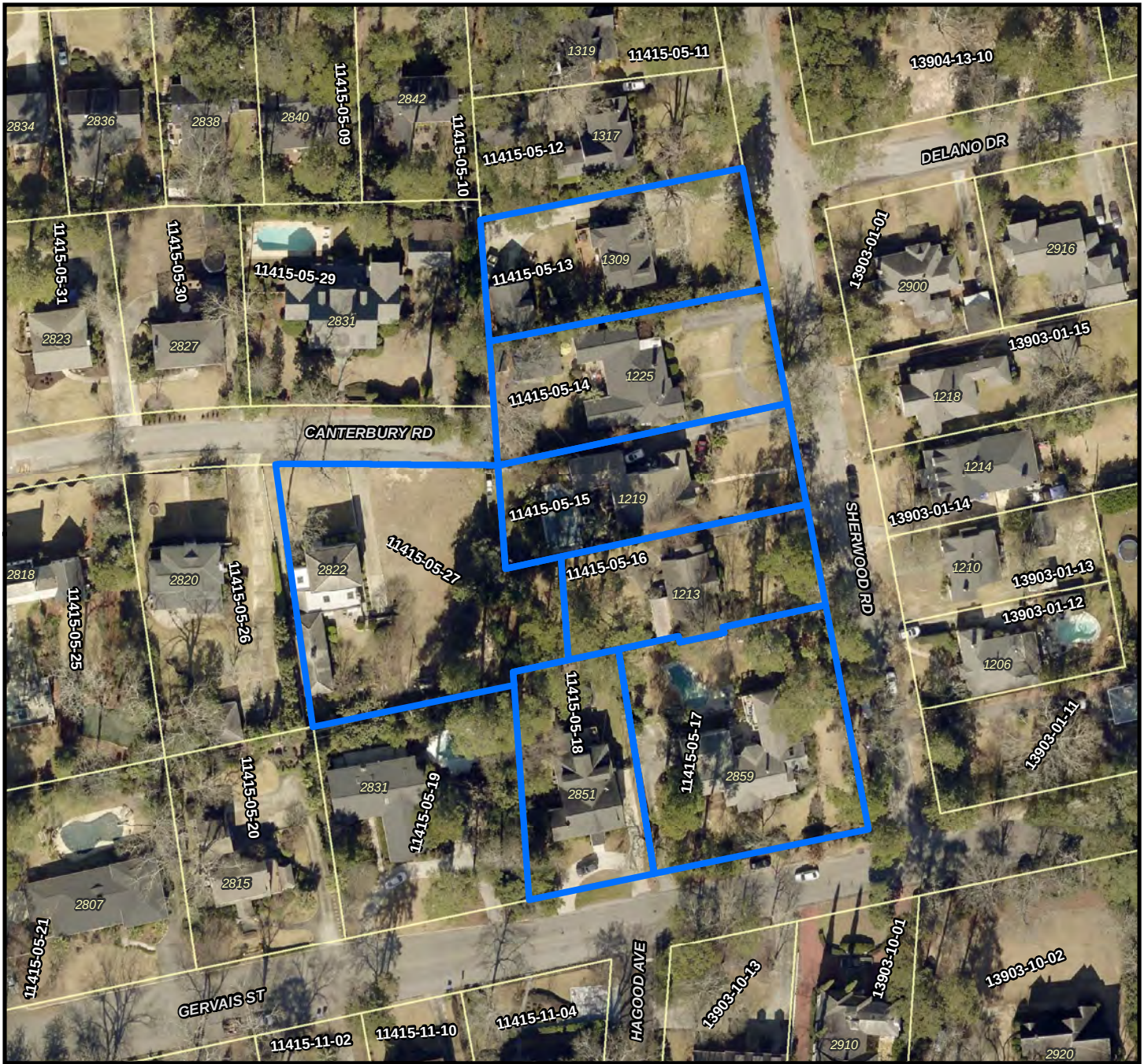
UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
13500-02-04, 13510-01-05, 13500-02-05, 13510-07-01, 13500-02-06, 13510-05-01 through -07, 13510-06-01 through -12, 13510-10-01 through -16, 13510-09-01 through -16, and 13510-08-01 through -09	Atlas/Bibleway PUD	PD	RM-2 and CAC

Map prepared by Planning & Development Services

0 220 440 880 1,320 1,760 Feet





UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
11415-05-27	2822 Canterbury	RSF-1	RSF-2
11415-05-18, 17, 16, 15, 14, & 13	Gervais and Sherwood	RSF-1	RSF-2

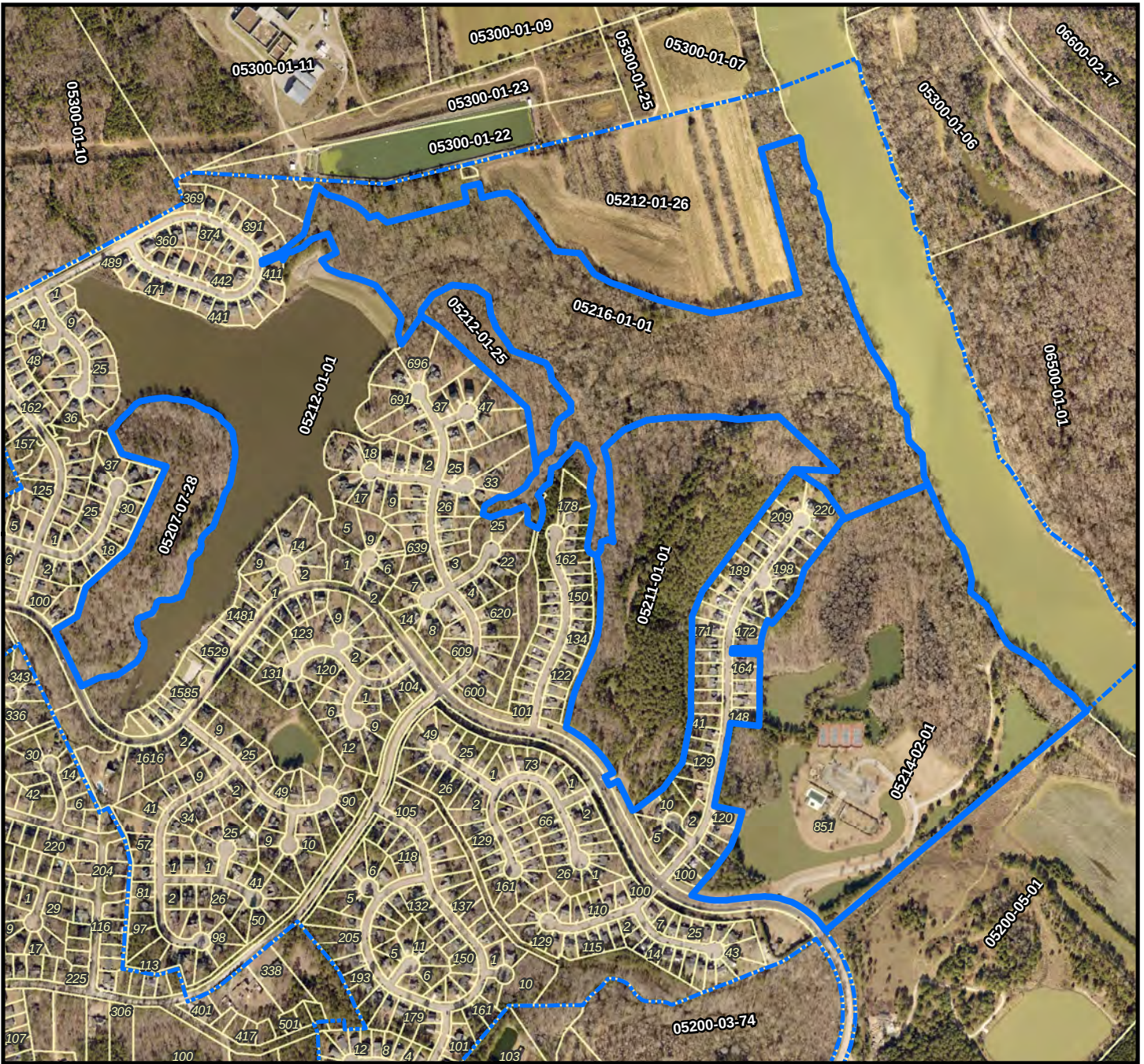
Map prepared by Planning & Development Services

0 40 80 160 240 320 Feet



Tax Map Number	Address	From	To
13914-09-28 through -40	Brennen/Brockwall Dr	RM-1	RSF-2
13914-06-09 through -12 and 13914-06-01	Brockwall Dr	RM-1	RSF-2
13914-09-41 to -44	Brennen/Woodside Haven	RM-1	RSF-2
13914-05-03, -04 to -09	Brennen	RM-1	RSF-1
13914-01-15 to -17	Bellefield Ln	RM-1	RSF-1

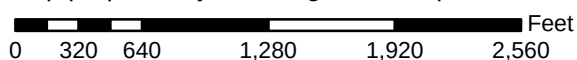




UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
05211-01-01	E/S Hollingshed Rd	LL-R	RSF-3
05214-02-01	851 Lost Creek Dr	LL-R	TC
05216-01-01	N/S Lost Creek Dr	LL-R	TC
05212-01-25		LL-R	TC
05207-07-28		RSF-3	LL-R

Map prepared by Planning & Development Services



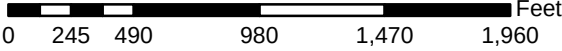
Tax Map Number	Address	From	To
09008-01-04	631 Elmwood	MU-1	MU-2
09012-08-23	W/S Kinard Ct	MU-2	MU-1
09012-08-01	2202 Park St	RSF-3	MU-1
09011-05-06, -05, & -04, 09012-11-07 & 06	Park & Lincoln St	MU-2	MU-1



UDO ZONING MAP REVISIONS

Address	From	To
Gregg Park	RM-2	RSF-3

Map prepared by Planning & Development Services





UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
08912-13-08, -02,	Kline Site	CAC	PD

Map prepared by Planning & Development Services

0 110 220 440 660 880 Feet





UDO ZONING MAP REVISIONS

Address	From	To
Rochelle Heights	RSF-1	RSF-2

Map prepared by Planning & Development Services

0 137.5 275 550 825 1,100 Feet



ORDINANCE NO.: 2021-054*Amending the Official Zoning Map for the City of Columbia, Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina*

WHEREAS, on June 15, 2021 the Mayor and City Council adopted Ordinance No.: 2021-001 effective as of August 30, 2021, the City of Columbia which repealed and replaced in its entirety the Official Zoning Map referenced in Section 17-1.7 of Chapter 17, Planning, Land Development and Zoning with Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina; and,

WHEREAS, as a result of staff review and public input, a number of changes and clerical corrections to the map have been recommended and presented to Planning Commission for adoption prior to the effective date of the map and text; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2021 that pages 3-82, 4-20, 4-25 and 4-27 adopted in the Official Zoning Map referenced in Section 17-1.7 of Chapter 17, Planning, Land Development and Zoning with Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina by Ordinance No.: 2021-001 are hereby replaced with the attached pages.

A copy of the map without the proposed changes, which is incorporated herein by reference may be reviewed in electronic format at <http://www.weplanttogether.org/columbiareview>. A hard copy of the map is available for inspection by appointment by contacting Zoning Division, 1136 Washington Street, Columbia, South Carolina, 29201; (803) 545-3333.

This ordinance shall be effective as of August 30, 2021.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:
Final Reading:

ORDINANCE NO.: 2021-031*Establishing the City Center Business Improvement District*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2021, that the City Center Business Improvement District is hereby established as follows:

Section 1. Pursuant to the authority granted by the South Carolina General Assembly in South Carolina Code §5-37-10, et. seq, there is hereby established a municipal improvement district to be known as the City Center Business Improvement District (hereinafter "BID").

Section 2. Findings of Fact

Columbia City Council finds that (i) improvements would be beneficial within the BID; (ii) the improvements would preserve and increase property values within the district; (iii) in the absence of improvements, property values within the area will be likely to depreciate and that the proposed improvements will be likely to encourage development in the BID; (iv) the general welfare and tax base of the City will be maintained or improved by creation of the BID; and (v) it is fair and equitable to finance the improvements by an assessment upon the real property within the district.

Section 3. District Boundaries

The BID shall include all properties within a boundary of:

The Western boundary is: the western property line of property on the West side of Assembly Street from Elmwood Avenue to Gervais Street.

The Northern boundary is: the northern property line of property on the South side of Elmwood Avenue from Assembly Street to Marion Street.

The Eastern boundary is: the eastern property line of property on the East side of Marion Street from Elmwood Avenue to Gervais Street.

The Southern boundary is: the southern property line of property on the North side of Gervais Street from Assembly Street to Marion Street.

The District is more fully depicted on the attached map, Exhibit "A".

Section 4. Adoption of Improvement Plan

The Improvement Plan for the City Center Improvement District Revised March 5, 2021 (the "IMPROVEMENT PLAN"), a copy of which is attached hereto and made a part hereof by reference as Exhibit "B", is hereby adopted.

Section 5. Assessments Imposed

An initial annual assessment equal to .001844 per dollar of the fair market value (as established by the Richland County Assessor) of each parcel is hereby imposed for the purpose of funding the services and improvements contemplated by the Improvement Plan. In addition, all properties subject to assessment which abut Main Street shall be subject to an additional assessment of Four and 01/100 (\$4.01) Dollars per front footage on Main Street.

Section 6. Baseline of Services

No services provided by the City within the District shall be terminated as a result of the enactment of this ordinance. There shall be no reduction in the level of any service provided by the City within the District as a result of the enactment hereof.

Section 7. Termination of Assessments

The district hereby created and the assessments hereby imposed shall terminate on December 31, 2031, or upon the adoption of an ordinance otherwise terminating the district, whichever shall first occur.

Section 8. Modification of Assessments

The rates of assessment may be adjusted annually, as set forth in Section 7 of the Improvement Plan.

Section 9. Contracts for Management

Contracts for the management and oversight for the delivery of services to the BID are hereby authorized. The City Manager is authorized to execute such contract upon approval by City Council.

This ordinance is effective as of the eighth (8th) day after publication in The State newspaper.

Requested by:

City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk _____

Public Hearing:

Introduced:

Final Reading:

EXHIBIT "A"

Yrs: 2012-2021
City Center Partnership, Inc.
Business Improvement District Grid

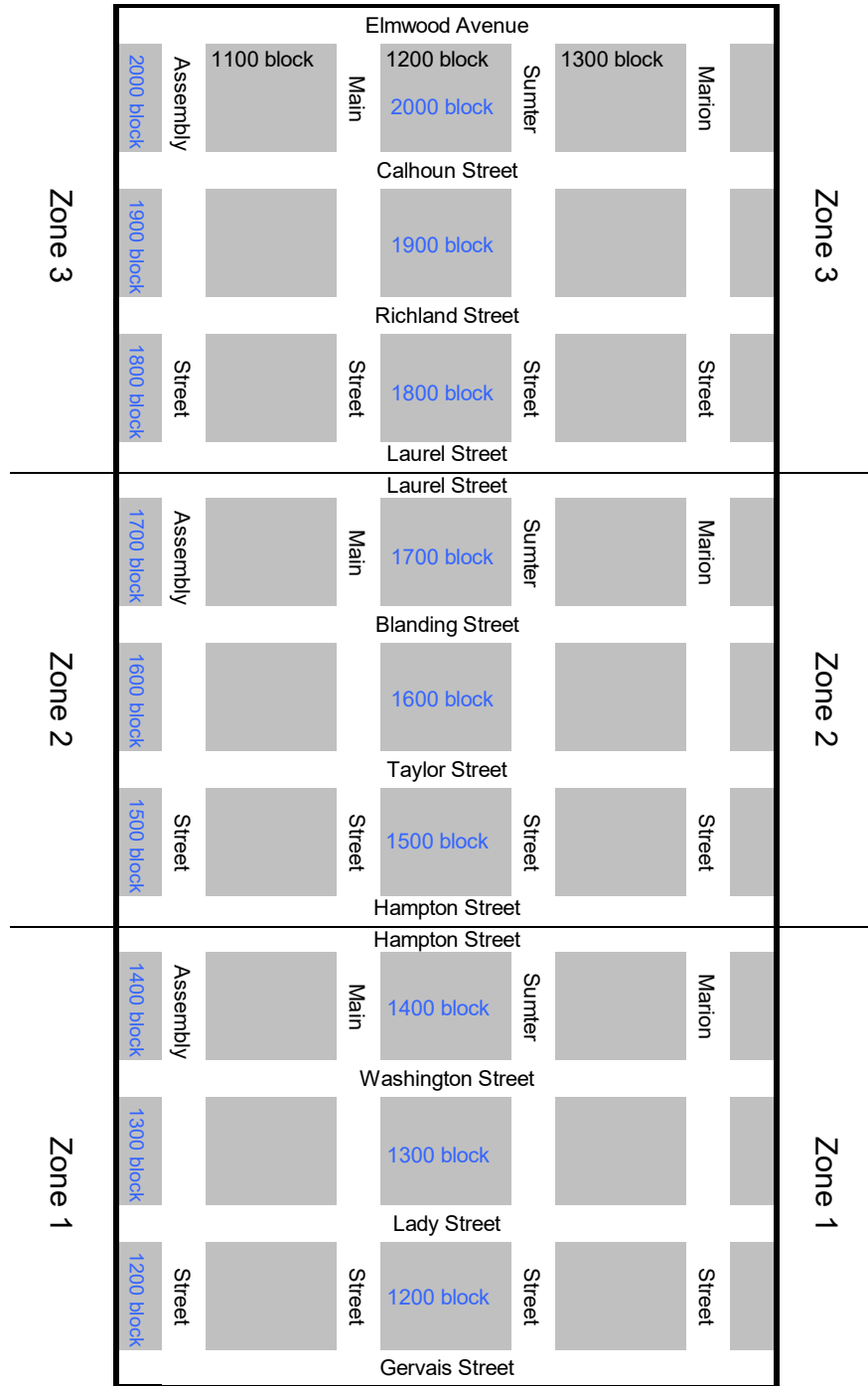


EXHIBIT "B"

**Improvement Plan
City Center
Business Improvement District
Columbia, SC**

*Prepared pursuant to the State of South Carolina
Municipal Improvement Act
To reauthorize an improvement district in
Downtown Columbia*

FINAL 2021

REVISED MARCH 5, 2021

Improvement Plan
City Center Improvement District
Columbia, South Carolina

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3. Improvement Plan Summary	10
4. City Center Improvement District Boundaries District	14
5. Programs and Services to Be Provided	15
6. Operating Budget	19
7. Assessment Methodology	20
8. Governing the Business Improvement District	22
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Exhibit One

BID Map

Section 1

Why Reauthorize a Business Improvement District for Downtown Columbia?

Since the establishment of Columbia's downtown Business Improvement District (aka the Main Street District or MSD) 20 years ago, countless property owners, businesses, individuals, and city leaders have worked on the revitalization of downtown and particularly - South Carolina's Main Street. Main Street and the downtown core are the heart of our community and should reflect everything that is positive and good about Columbia. The image of Columbia, as in most other cities, is reflected by strong development in our city's core pushing strong development into the region. Our Main Street is important, it is the heart of our city – the State Capital of South Carolina. Why would we accept anything less than a great Main Street? To continue to attract new investment and to protect and maintain the existing investment Downtown, property owners are proposing to continue assessing themselves to maintain the City Center Business Improvement District, a private sector, self-help improvement district established under the South Carolina Municipal Improvements Act.

This would be the third renewal and the second 10-year reauthorization of the City Center BID which was first established in 2001 and is managed by the non-profit City Center Partnership. The success of the BID since the first 10 year renewal beginning on Jan. 1, 2012, warrants another 10-year term for the BID. Since that plan was approved, Columbia's City Center has seen significant growth and even with the hardships imposed by the coronavirus pandemic beginning in early 2020 and continuing growth has continued. Over the past 10 years, the City and the BID working together have made Main Street and downtown a destination.

The City Center Partnership is thankful for and values its supportive relationship with city government and with other organizations. We hope we can continue to work together to accomplish our goals and strengthen the City Center and beyond.

Summary of growth over 10 years

Promoting density downtown pays off. As of 2019, the taxable density of the Main Street District was \$2,091,097 per acre, exceeding by 3 times that value per acre of Five Points at \$598,276 and nearly 10 times that of The Vista at \$284,131.

Since the 2011 BID renewal, downtown has seen major commercial, retail and residential investment.

A few of those investments include: Mast General Store opened in the renovated Lourie's building in 2011; AgFirst purchased the Bank of America Plaza in 2012 and moved its operations and some 475 employees into the building; in 2013, the Columbia Marriott completed a \$12 million renovation project; in 2015 the Nickelodeon Theatre completed its second-floor renovation; and in 2019 the 1321 Lofts on Lady Street. The 130 apartments in a converted 1940s office building is the latest project by downtown residential pioneer Tom Prioreshi.

Since the opening of Mast in 2011, which Mast officials have noted would not have come to Main Street without the presence of the City Center Partnership, and the renovation of the Nickelodeon Theater, the 1600 block of Main Street has seen a complete makeover and transformation into a major entertainment destination, much of it spearheaded by Scott Middleton, who first moved his healthcare businesses from West Columbia to Main Street in 2014. Seeing the value in the Main Street District and the potential to create a new downtown entertainment district, the Middleton family has acquired multiple properties in the 1600 block and his businesses now include Good Life Café, The Grand on Main, and The Main Course. Middleton's latest Main Street venture Smoked -- an oyster bar, barbecue restaurant and microbrewery -- is set to open later in 2021 in three renovated spaces in the 1600 block. Many of his original healthcare businesses are moving to properties Middleton has acquired in the 1700 block. He also owns other properties in the MSD.

The 1600 block has also seen the opening of the Mad Monkey office (located in the historic Habernicht Building), Lula Drake Wine Parlour, Hendrix restaurant and The Woody on Main, a former Vista bar. Hendrix and The Woody occupy a historic building that once housed the popular Hennessy's restaurant.

Entertainment destinations have also been established in the 1700 block with The Joint@1700 Main, a jazz and tapas bar in the turn of the century Walker building; The Transmission Arcade at 1712 Main St.; and Mom's on Main Bistro and Bar at 1734 Main St.

Other redevelopment has included the purchase and renovation of the historic Equitable Arcade at Main and Washington streets by developer Ron Swinson. The building is now home to several new businesses, including Indah Coffee, Ophidian Tattoo, Odd Bird Books, Stoner's Pizza Joint, and Ally & Eloise bakeshop.

A strong sign of Main Street's vitality has been that as retail and commercial space in the Main Street District has become vacant, those vacancies have not lasted long. The popular Zoe's Kitchen in The Meridian building closed in August of 2018 after six years and was replaced in late 2019 by Market on Main which has created one of Main Street's most popular outdoor venues, especially in the age of COVID-19. When the Blue Flour Bakery's Main Street location closed in September 2020, a victim of the pandemic, the space was almost immediately acquired by Bourbon restaurant next door for an expansion. Similarly, when The Oak Table closed in the building at 1221 Main St. in 2018, the space was taken over by the critically acclaimed Hall's Chophouse.

Other businesses have simply changed hands, like Uptown Gifts on Main, attesting to the continuing interest in the Main Street District.

City Center Partnership initiated an action to have portions of the MSD buildings placed on the list of The National Register of Historic Places. In a collaboration

with Historic Columbia and a grant from the Richland County Conservation Commission, the initiative has resulted in spurring growth through the reuse of existing, historic buildings.

Despite the negative impact of the coronavirus pandemic, the downtown Columbia market has seen decreasing numbers of empty offices and storefronts. While the pandemic caused soaring vacancies in many cities, Colliers International reports that in the 4th quarter of 2020, Columbia's Central Business District actually saw a decrease in the vacancy rate for office space from 9.43% in the third quarter to 9.26% in the fourth quarter. Much of that decline was attributed to absorption of Class B space, which means the renovation of older space.

As Main Street proper has seen significant revitalization, that renaissance has begun to accelerate outward, especially in the last few years with the opening of Hotel Trundle in 2018, a \$10-million adaptive reuse project at 1224 Taylor St. in three historic commercial buildings dating to the early 1900s; The Boudreaux Group, architects renovation and occupancy of the Powell Furniture building at 1519 Sumter St.; and Lexington Hospitality group's renovation of a 10-story office building at 1233 Washington St. into a Holiday Inn.

More development, especially in the hospitality sector, is on tap with plans for the Armory Hotel, a 34-room boutique-style project announced for the historic S.C. National Guard Armory at 1219 Assembly St.

The 2019 Hospitality Tax generated for the Main Street District was \$3,417 per acre, considerably more than the \$2,010 per acre of the much larger Vista District and eclipsed only by Five Points. That figure is certain to increase with the opening of new hospitality businesses. In previous years, the Hospitality Tax has been a significant source of funding for the City Center Partnership and the Main Street District. As the district's hospitality industry continues to grow that funding will be even more important as the City Center Partnership works to bring even more visitors to the city. As early as 2003 the City Center Partnership received \$56,500 in Hospitality Tax funds. The amount of Hospitality Tax funds received increased for many years as Hospitality Tax revenues increased. But in recent years the city has decided to reallocate much of those funds for other purposes, and the CCP has stopped receiving Hospitality Tax funds. The City Center Partnership hopes to receive Hospitality Tax funding again in the future as it provides extra support for our Clean and Safe and Marketing efforts.

Not only has downtown seen significant commercial and retail growth, but the Main Street District's residential growth has been and continues to be especially strong. In 2011, approximately 550 people lived in the district in six residential properties. By 2019 that number had tripled to nearly 1,700 people and 10 residential properties.

And residential growth continues unabated even in the face of the coronavirus pandemic. At present 5 new residential projects are either under way or planned for the Main Street District, including:

- 1) 1813 Main Street – Adaptive reuse and conversion of an office building by Cason Development Group to 30 market-rate apartments. This is the first residential project in the 1800 block.
- 2) Laurel & Assembly Streets -- Adaptive reuse of the Veterans Administration building by international developer and investor Justin Etzin to create an 88-unit luxury apartment complex. Situated overlooking Finlay Park, these units will have a spectacular view of the city.
- 3) Assembly & Washington Streets -- The Edge, a 17-story, 670-bed student housing tower by Chicago-based CRG Real Estate.
- 4) Lady & Assembly Streets -- the Palms on Lady, an 88-unit luxury residential tower by developer Ben Arnold. The Veterans Administration building reuse, The Palms and The Edge are the first residences along Assembly Street north of Gervais.
- 5) 1310 Lady Street – The Lady is a 109-unit apartment complex by Columbia-based Styx Co. This adaptive reuse project spans three historic buildings at Sumter and Lady streets.

Much of this development would not have happened without the efforts of the City Center Partnership working with pioneering downtown residential developers and other partners, in addition to creating a safer and more livable downtown through programs such as Clean and Safe. The amount of residential development and the large number of students who now live in the Main Street District --- some 800 alone in the Hub -- as well as other new residents have brought a diversity and a 24/7 vibrancy to downtown that it did not have before. The diversity and vibrancy of downtown will continue to be enhanced moving forward as new residential properties are added to the Main Street District.

The past 10 years have also seen an emphasis in the Main Street District on the development of public spaces, such as the renovation of Boyd Plaza at the Columbia Museum of Art, and an explosion of popular cultural and entertainment options, such as the Soda City Market, First Thursday and the many street festivals and spectacular events like the Famously Hot New Year. These kinds of amenities, many developed and hosted with the assistance of the City Center Partnership improve livability and have proven an extremely popular draw for downtown. The City Center Partnership has made downtown fun again.

While the coronavirus pandemic has posed problems for downtowns across the country, the end of the pandemic will pose tremendous opportunity to downtowns, like Columbia, that are well positioned to take advantage.

Business Improvement District Property owners have several reasons for seeking a third renewal and second 10-year term for the district.

1. To Provide Consistent Funding to Continue to Improve Both the Health and Safety of Downtown.

Downtown Columbia is now discernably safer, more secure and cleaner than it was a decade ago. Much of the change in downtown Columbia is due directly to the efforts of the City Center Partnership. Acting on the No. 1 issue to downtown property owners – homelessness – the City Center Partnership through its Clean and Safe Ambassadors, familiarly known as the Yellow Shirts, has significantly decreased the negative impact of homelessness on downtown. In 2020, the Yellow Shirts reported handling 428 contacts related to homelessness and panhandling, dramatically fewer than the 2,298 just five years earlier in 2015. The number of outreach contacts with the homeless in downtown also dropped dramatically over the same five years from 1,539 in 2015 to just 69 in 2020.

The pandemic has also brought an emphasis on creating a healthier downtown, and as a result the Yellow Shirts now and for the foreseeable future sanitize every trash can, door handle, café table seat and magazine rack multiple times a day, 7 days a week.

Downtown Columbia must continue to compete for investors, customers and visitors with clean, safe, healthy and attractive areas. Continued enhanced security, maintenance and cleaning programs will further address both the reality and perception of Downtown as a safe and healthy place and to live, work, play, and worship, and to own a business.

2. An Opportunity to Strengthen Private Sector Management and Accountability in Downtown

The district will continue to be managed by the non-profit, private sector corporation known as the City Center Partnership. District work plans and budgets, based on this 10-year plan, will be refined annually by a board of directors, representative of the property owners who are paying the assessment with direct accountability to those who are paying into the district. Services provided by the district will be subject to private sector performance standards and controls including annual audits where no findings have occurred in almost 20 years of operations.

3. The Need to be Proactive in Determining the Future of Downtown

In order to protect their investment, property owners must be a partner in the process that determines how new development projects are implemented. Property owners in Columbia and in other cities —such as Atlanta, Nashville, Raleigh, Roanoke, Birmingham and Charlotte -- have been successful at leading and shaping future downtown developments through strong Business Improvement Districts. A BID in Columbia provides the financial resources, professional staff and private sector management to ensure that the challenges faced by Downtown will be proactively addressed.

4. The Need to Continue to Attract New Business and Investment

Downtown Columbia competes with suburban shopping centers and office parks in the region, as well as against managed downtown areas in other states for tenants, visitors and investors. The City Center Partnership has proven itself a valuable asset in helping to attract new business and investment to the Central Business District. There is currently more than \$200 million of construction taking place in the Main Street District.

While the growth and investment in downtown over the last 10 years has been nothing short of spectacular, the next 10 years will present unique challenges as Columbia emerges from the shadow of the worldwide coronavirus pandemic.

Columbia's Main Street District has not only weathered the pandemic but also has seen continued growth. Downtown is well positioned to capitalize on new opportunities. Prior to the pandemic, smaller cities, like Columbia, were already becoming attractive to the country's youngest adults reacting to skyrocketing rents in large urban areas, and now changes in the labor market. The "I can work from anywhere" phenomenon has accelerated that shift.

If Downtown is to continue to remain competitive and viable as an alternative location, it must pursue its own well-financed, proactive strategy to retain business and tenants as well as to attract new business and investment. A Business Improvement District provides the financial resources to develop and implement a Downtown focused economic development strategy to reduce building vacancies and attract new business. This return on investment is quite significant.

The City Center Partnership remains well positioned to continue as a convener for agencies involved in economic development in the central business district, as well as to serve as a resource for the creation of a focused economic development strategy. CCP can help facilitate city-funded programs to improve the appearance of downtown and attract and retain businesses, such as a Façade Improvement Program. CCP also will continue to implement its highly successful retail recruitment program, which has brought numerous new retailers to the Main Street District since 2011, such as Mast General Store, Miss Cocky, The Shoppes on Main, Something Special Florist & Gifts, and Odd Bird Books, as well as restaurants and new hotels.

Commercial, retail and residential development can be expected to boom on Assembly Street between Gervais and Elmwood and in the northern section of the BID over the next 10 years as the City solidifies and moves on redevelopment plans for the U.S. Post Office property at 1601 Assembly St. and the revitalization of the adjacent Finlay Park. The City Center Partnership is well positioned to enhance these efforts.

As growth continues to push beyond the BID's boundaries, the City Center Partnership will continue to seek opportunities to collaborate and to provide contract services to and work with other districts and organizations as we look toward the future. We also are open to expanding boundaries of the BID and the

responsibilities of the CCP if all parties desire that and it will move the community forward.

Section 2

What Is a Business Improvement District?

The International Downtown Association estimates about 4,000+ place management organizations globally with 2,500 in North America, also known as Business Improvement Districts (BIDs), Business Improvement Areas (BIAs), Partnerships and Alliances. Led by the private sector, they are typically nonprofits primarily supported by special assessments. BIDs exist in nearly every state. According to the IDA, each organization on average “provides \$1.2 million in services to their districts to help businesses thrive and to make the district a great place for workers, residents and visitors.” These enhanced improvements and activities such as security, maintenance and marketing, are in addition to those provided by local government.

A Property-Based Business Improvement District (BID) is based upon the “benefit assessment district” concept, which provides for an assessment on real property and improvements upon real property to be raised within a specific geographic district with the proceeds directed back to the district to provide enhanced services that benefit the district and properties located within the district boundaries.

BIDs allow for a wide range of service options, including security, maintenance, marketing, economic and housing development, special events, etc.

BIDs offer a number of unique advantages. They are:

- o Designed and created by those who will pay the assessment
- o Governed by those who pay through a property and business board that supervises operations and submits a yearly implementation plan.
- o Implemented by those who pay ...through a non-profit, private sector, management organization.
- o Established through the support of the property owners who will pay the proposed property assessments.
- o Established for a predetermined number of years with a sunset clause that requires a new approval by those who pay to renew the BID

Section 3 City Center Improvement Plan Summary

Improvement Plan Summary

Developed by property owners in Downtown Columbia, the City Center Improvement District Plan improves and conveys special benefits to properties located within the boundaries of the BID. The City Center Improvement District provides new and enhanced improvements and activities including maintenance, public space cleaning and sanitizing, security, homeless outreach, transportation, marketing, retail recruitment, promotion and economic and residential development services above and beyond those provided by the City.

Location

Approximately 36 blocks, an area defined in Section 4 of this plan. (See map on Exhibit 1).

Value of District

The total estimated fair market value of the private properties within the proposed district as appraised by the Richland County Assessor as of September 2011 was \$403,212,282. As of September 2020, it was \$572,379,700, a 42% increase.

Improvements, Activities, Services

Public Space Management

Enhanced Security Programs:

- o Downtown Ambassadors
- o Security Patrols
- o Courtesy Shuttle Service. Suspended due to the pandemic – expected to resume when safe.
- o Visitor, Pedestrian, and Motorist Assistance
- o Enhancements to street lighting and parking

Enhanced Maintenance programs:

- o Enhanced cleaning and sanitizing of public spaces
- o Graffiti Removal; Poster and Handbill Removal
- o Sidewalk/Gutter Cleaning
- o Sidewalk Pressure Washing
- o Trash Removal
- o Dog Waste Receptacles
- o Collection of Cigarette Debris from special receptacles

Enhanced Landscape Programs

- o Tree Grate Maintenance
- o Landscape Maintenance in Special Areas
- o Plant and Maintain Flower Baskets, Flower Planters
- o Sidewalk Weeding

Special Projects

- o Activation of current and creation of new public spaces.
- o Additional Trash Cans and branding wraps
- o Public Art Installation

Economic Development

Communication/Marketing

- o Funding and Distribution of Visitor Guides and MSD Maps
- o Clean and Safe Promotions
- o Public Relations, Marketing and Branding Services
- o City Center Marketing Campaigns
- o Street Banners and Holiday Decorations
- o Improved Signage
- o Support and Promote Events in the MSD

Business Development

- o Business & Retail Recruitment & Retention
- o Developer & Investor Recruitment
- o Market Research & Data Collection
- o Residential Recruitment & Demographics
- o Encourage implementation of Commercial New Façade Improvement Program

Quality of Life Development

- o Develop and support efforts for cultural, artistic, and healthy activities and events
- o Enhance the district's capability and image to be a desirable place to work, live, and visit.

Planning

- o Grant Writing
- o Public/Private Planning Activities
- o Work with city and other partners to improve connections to other districts

Method of Financing:

A levy of assessments upon real property and buildings which benefit from the improvements and activities.

Budget:

Anticipated district budget contribution from private property assessment for the year 2021 of operation is \$1,038,000.

In addition to private property assessment, it is anticipated that public property owners (City, County, State and Federal) will contribute at least \$210,117 to the year 2021 operations budget.

It is also anticipated that non-profit property owners (Churches, Hospitals) will contribute at least \$75,000 to the year 2021 operations budget.

Anticipated miscellaneous revenue and grants will contribute \$1,000 to the year 2021 operations budget.

Total Operations Budget year 2021: \$1,324,117

Cost:

Annual assessments are based upon an allocation of specific program costs. Two property assessment variables, appraised value and street frontage on Main Street, are used in the calculation.

The annual yearly assessments are not expected to exceed the rates listed below during the full term of the BID unless specifically authorized by City Council.

Assessment Rate

Per Dollar of Fair Market Value	\$.001844
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Per Foot of Property Frontage on Main Street	\$4.01
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Properties fronting Main Street are subject to both assessments.

City Services:

The City has agreed that existing City services will continue to be provided within the BID District at the same level as before the BID was created consistent with City services provided in other areas. BID services are in addition to existing City services.

District Formation:

A District may be formed by either of two processes.

1. Submission of signed petitions from property owners who represent a majority per capita of all owners of real property within the district, which is not exempt from ad valorem taxation.
2. The City may create an improvement district through an ordinance adopted by a majority of council after a public hearing at which the plan is presented, including the proposed basis and amount of assessment.

This plan anticipates that the City will form the district using Process No. 2, the same process used when the district was reauthorized in 2011.

Duration:

The Business Improvement District will have a 10-year life (January 1, 2022 through December 31, 2031). After nine years, a new implementation plan must be developed, and the approval process must be repeated in order to continue beyond the tenth year.

Governance:

The City of Columbia as the governing body must approve the 10-year implementation plan. City Center Improvement District budgets may be refined annually within the limitations set forth in the district implementation plan, by the board of the private sector management/implementation organization. Any changes to the implementation plan during the term of the district that are not within the limitations set forth for changes in the plan, must be approved by the City Council acting as the governing body.

Through a contract with the governing body (i.e. City of Columbia), a property owner-led, private sector, non-profit district management/implementation organization will implement the improvements and activities defined in the Plan and will manage the day-to-day operations of the District.

On a yearly basis a report summarizing the accomplishments of the District as well as a report of the financial activities of the District will be submitted to the governing body and to each assessment-paying property owner.

Section 4

CITY CENTER IMPROVEMENT DISTRICT BOUNDARIES

An approximate 36-block area has been identified for the City Center Improvement District. The map on Exhibit 1 of this report identifies district boundaries. These boundaries have remained consistent since the original formation of the BID in 2001.

District Boundaries

The District includes all properties within an area defined by the following boundaries:

The Western boundary is:

The western property line of property on the West side of Assembly Street from Elmwood Avenue to Gervais Street

The Northern boundary is:

The northern property line of property on the South side of Elmwood Avenue from Assembly Street to Marion Street

The Eastern boundary is:

The eastern property line of property on the East side of Marion Street from Elmwood Avenue to Gervais Street.

The Southern boundary is:

The southern property line of property on the North side Gervais Street from Assembly Street to Marion Street.

For a graphic representation of the boundaries of the City Center Improvement District see the map labeled “Exhibit 1.”

Section 5

PROGRAMS AND SERVICES TO BE PROVIDED

Process to Establish the Improvement District Plan

Through a series of focus group meetings and BID-Advisory Committee meetings of the City Center Partnership Long Range Planning Committee – all held virtually because of the ongoing pandemic -- and ongoing discussion with the Board of Directors, Downtown Columbia stakeholders collectively determined the priority for improvements and activities to be delivered by the City Center Improvement District. The primary needs as determined by the stakeholders were safety/security/cleanliness, maintenance, marketing/communications, homeless outreach, connectivity, economic development and retail recruitment.

All properties receive a core level of all the district's services. In addition, Main Street receives a higher level of maintenance. The additional frontage assessment on Main Street reflects the increased level of services provided.

What We Will Do!

PUBLIC SPACE DEVELOPMENT & MANAGEMENT

The coronavirus pandemic has brought with it a greater demand for outdoor spaces and seating that has already reshaped public space, especially with many restaurants moving indoor dining outside. Moving forward, a greater emphasis will be needed on management of these spaces, especially those that use existing outdoor areas such as public sidewalks. Enhancing the safety and cleanliness of these areas will be a key goal of the City Center Partnership.

Public Safety Program

City Center Public Safety Program

The 36-block City Center security program mission is to support the police department, property owners and tenants in overall crime prevention efforts and reduction in street disorder, while offering a customer service orientation to pedestrians and motorists. It provides highly visible security and is intended to supplement -- not supplant -- individual building security and the Columbia Police Department.

Integration with the Columbia Police Department

The downtown public security program will work closely with The Columbia Police Department and integrate the Downtown Columbia program with that of the Department as an effective "force multiplier."

Bicycle/Segway Defender/Foot Patrol

These patrols deter aggressive panhandling and other unsuitable street behavior. Their presence is a deterrent to theft and burglary from motor vehicles and has made an impact to reduce this cyclical

problem. They also deter and report illegal street vending, illegal dumping and code violations. They handle a myriad of quality of life problems, including drinking in public, urinating in public, indecent exposure, trespassing, aggressive panhandling, prostitution, and scavenging.

They perform goodwill gestures such as escorting employees and visitors to their vehicles or places of work, helping lost persons, changing flat tires, jumping dead batteries, and conducting tours. These patrols also assist with traffic control in the event of accidents, fires, or unusual occurrences.

They patrol assigned routes, covering all of the district. They are professional, assertive, friendly, courteous, people-oriented individuals in excellent physical condition. The bike patrol officers complete customized classroom district training and additional hours of field training.

Evening Safety patrol

The evening patrol has increased the sense of safety for downtown residents and the patrons of the restaurants, churches, hospital, hotels, and other businesses that cater to a nighttime clientele.

Maintenance Program

City Center Clean Team: In order to deal effectively and consistently with maintenance issues a City Center Maintenance Plan has been established. A multi-dimensional approach has been developed consisting of the following elements:

Sidewalk Maintenance: Uniformed, radio-equipped personnel sweep litter, debris and refuse from sidewalks and gutters of the district. Personnel also collect trash and debris as necessary, including maintaining pet “comfort stations.”

Graffiti Removal: Removal of graffiti by using solvent and pressure washing. The District maintains a zero tolerance graffiti policy. All tags are removed within 24 hours once the team is notified of the presence of graffiti.

Sidewalk Pressure Washing: The district standard is to have all sidewalks cleaned as necessary to maintain a “just cleaned” appearance at all times.

Paper Sign and Handbill Removal: Paper signs and handbills taped or glued on public property, utility boxes, poles and telephones are removed by hand or when necessary by high-pressure hose.

Special Collections: A truck is available to collect items illegally dumped in the district.

Maintenance Problems Requiring Third Party Intervention:

Problems that create blighted or unsafe conditions in the district, but are outside of the jurisdiction of the district to repair are monitored, and the responsible party is contacted and asked to deal with the issue. These types of problems include blocked or damaged sewers or drains, damaged sidewalks/streets/alleys, non-operating streetlights, damaged or missing street signs, etc.

Landscape Maintenance Program

Litter/Weed Removal: Public landscape areas, tree wells and planters are maintained and kept free of litter and weeds.

Seasonal Planting: A program of seasonal plantings with colorful flowers has been developed and more than 201 planters and baskets are maintained.

Special Projects Program

Public Art: A program has been developed to facilitate the installation of public art within the district. This includes permanent installations as well as seasonal projects, such as the popular seasonal yarn-bombing displays.

Street Furniture: Additional street furniture (chairs and tables), trashcans, and cigarette receptacles have been added and are serviced, as necessary.

ECONOMIC DEVELOPMENT

Columbia's Main Street District needs to position itself for opportunities that may arise post pandemic.

Communications/Marketing

Programs will continue to be developed that will tell the story of change and improvement in downtown Columbia. As the city recovers from the pandemic, communications and marketing will play a critical role in attracting people to return to a safe, clean and healthy downtown. The program includes:

- Street Banner Program
- LED Holiday Lights installed at major intersections along Main Street and Seasonal Decorations purchased
- The Visitor Guide distribution and MSD Maps
- Maintaining and updating the MSD Website

- Business directory on website
- Use of Social Media to promote the BID area including Instagram, Facebook, and Twitter
- Monthly Electronic Newsletters to more than 2,000 people and Printed Annual Report for stakeholders
- MSD Interest Tours
- Continue to Improve Wayfinding Signage Program

Business Development

New tools will be developed, and older tools revitalized coming out of the pandemic to support the efforts of individual property owners and brokers to attract and retain tenants. Some of these tools are:

- Defined Business and Retail Recruitment and Retention Strategy
- Investor, Tenant and Broker Recruitment Support Information
- Residential Recruitment and Demographics Development
- Work as a liaison with other city offices
-

Planning

- Public/Private Planning Activities
- Parking Study
- Resource Sourcing
- Grant Writing

ADMINISTRATION

Management Personnel

A professional staff that requires centralized administrative support manages the City Center improvements and activities. Additionally, this staff serves as a liaison between property owners, businesses and public agencies. District services are delivered a minimum of 16 hours a day, seven days a week and require management staff 16 hours a day, seven days a week.

Section 6 Operating Budget

FY 2021 Operating Budget Summary

The summary of the FY 2021 operating budget for the City Center Improvement District is provided. The total improvement and activity plan budget for 2021 is projected at \$1,324,117 made up of the following components:

PUBLIC SPACE MANAGEMENT	Budget Total	\$ 1,324,117
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Public Clean and Safety Program

The budget for the public safety program is **\$538,062 or 40%** of the **total District budget**.

- **Enhanced Security Programs**

The public safety programs are designed to improve both the reality and the perception of safety in the City Center. Individual public safety programs are detailed in Section 5.

- **Enhanced Maintenance**

In order to establish and maintain cleanliness throughout the District the Maintenance program will remove graffiti, remove trash and debris, provide sidewalk maintenance, sidewalk pressure washing and other services as detailed in Section 5.

- **Enhanced Landscape Services**

To provide a more positive perception of the City Center an enhanced landscape program will be provided as detailed in Section 5.

- **Special Projects**

Special projects are projects that are important to increasing the quality of life in the public environment, but do not fit within one of the other categories. Special project details are found in Section 5.

ECONOMIC DEVELOPMENT

In order to tell the story of downtown Columbia, and continue to build upon the positive changes in both perception and reality, we have developed a communications, marketing and economic development program as detailed in Section 5.

The budget for economic development programs is **\$516,405 or 39%** of the **total District budget**.

ADMINISTRATION

In order to manage the day-to-day activities of the BID a professional administrative staff and office is necessary to ensure the delivery of quality services. The budget for administration is **\$278,065 or 21%** of the **total District budget**.

Section 7

ASSESSMENT METHODOLOGY

Assessment Methodology

Downtown Columbia property owners and business owners have emphasized that the assessment formula for the District must be fair, balanced and have a direct relationship between benefits received and costs.

Calculation of Assessments

The preceding methodology is applied to a database that has been constructed by the Downtown Columbia property owners and its consultant team. The process for compiling the property database includes the following steps:

1. Property data was first obtained from the County Assessor's Office
2. County Assessor property data was cross-checked with reliable private sector data sources
3. A site survey was undertaken to verify selective data.

Based upon the methodology as set forth above, property data compiled by the Downtown Columbia property owners and the District budget will yield the following assessments for each benefit zone.

The annual yearly assessments will not exceed the rates listed below during the first year of the BID.

Assessment Rate	
Per Dollar of Fair Market Value	\$.001844

Assessment Rate	
Per Foot Frontage on Main Street	\$4.01

In future years, assessments may change, up or down, if appraised value information changes. We do not anticipate any increases in the assessment rates unless unforeseen circumstances occur.

Budget Adjustments

If there is a budget surplus, it will be rolled into the following year's District budget. Yearly expenditures and budgets shall be set so that at the end of each year there will not be a planned deficit at the end of any year.

Time and Manner for Collecting Assessments

As provided by state law, the City Center BID assessment will appear as a separate line item on annual property tax bills.

Government Assessments

The City Center Improvement District plan assumes that the City, County and Federal Government will pay fair-share assessments for property owned within the boundaries of the District.

It is the intent of the improvement district law to provide services only to those properties that pay assessments. District services will not be provided to government properties that do not pay District assessments. All reasonable efforts will be made to include government properties on a voluntary basis in the District assessment.

Residential Assessments

Owner occupied residential property which is taxed under Section 12-43-220 (c) will not be assessed unless the owner gives the governing body written permission to include the property within the improvement district. Multi-unit residential property and non-owner occupied horizontal property regime units which are not taxed or will not be taxed pursuant to Section 12-43-220 (c) will be assessed.

Non-profit Assessments

Property held in a non-profit status that does not currently pay ad valorem taxes will not be required to pay District assessments by the City Center Partnership Board of Directors. All reasonable efforts will be made to include non-profit properties on a voluntary basis in the District assessment. The District budget assumes participation from some non-profit property owners.

Section 8

GOVERNING THE BUSINESS IMPROVEMENT DISTRICT

Private Sector, Management/Implementation Organization

Through a contract with the governing body (i.e. City of Columbia), a property owner-led, private sector, non-profit district management/implementation organization will implement the improvements and activities defined in the Plan and will manage the day-to-day operations of the District. This group's professional management staff will handle communications and administration for the District.

The City of Columbia as the governing body, must approve the 10-year implementation plan. City Center Improvement District budgets and policies may be refined annually within the limitations set forth in the district implementation plan, by the board of the private sector management/implementation organization. During the term of the District, any changes to the implementation plan that are not within the limitations set forth for changes in the plan must be approved by the City Council.

On a yearly basis the management/implementation organization will issue a report summarizing the accomplishments of the district as well as a report of the financial activities of the district. The report will be submitted to the City Council as the governing body and to each assessment-paying property owner.

Section 9

CONTINUATION OF CITY SERVICES

Throughout the process to establish the City Center Improvement District, business and property owners have voiced concerns that the City of Columbia maintain existing services at verifiable “baseline” service levels. A formal baseline level of service policy ensures that existing City services are enhanced and not replaced by new BID improvements and activities.

ORDINANCE NO.: 2021-049

Granting an encroachment to the South Carolina Department of Transportation for the use of the right of way area of the 900 block of College Street for the installation and maintenance of a privacy fence enclosure, steps, walkways, access drive, and irrigation adjacent to 955 Park Street, Richland County TMS#08916-08-01

WHEREAS, the South Carolina Department of Transportation of South Carolina (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 900 block of College Street adjacent to 955 Park Street, Richland County TMS#08916-08-01, for the installation and maintenance of a privacy fence enclosure measuring approximately eight (8') feet in height, twenty-seven (27') feet in width and fifteen (15') feet in length; a concrete walkway with steps measuring approximately four (4') feet in width and fifteen (15') feet in length; a concrete access drive measuring approximately eighteen (18') feet in width and twenty-five (25') feet in length; landscaping and irrigation, 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 _____, 2021, that Grantee is hereby granted the right to use the right of way areas of the 900 block of College Street adjacent to 900 block of College Street adjacent to 955 Park Street, Richland County TMS#08916-08-01, for the installation and maintenance of a privacy fence enclosure measuring approximately eight (8') feet in height, twenty-seven (27') feet in width and fifteen (15') feet in length; a concrete walkway with steps measuring approximately four (4') feet in width and fifteen (15') feet in length; a concrete access drive measuring approximately eighteen (18') feet in width and twenty-five (25') feet in length; 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 the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons

safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

8. Fencing materials must be reviewed and approved by the Design Development Review Commission staff.

9. Chain link fencing is not allowed; black metal picket is preferred with fabric for privacy is permitted.

10. Screening must be opaque.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2021-049**



**900 BLOCK OF COLLEGE STREET ADJACENT TO 955 PARK STREET
PLANTERS AND IRRIGATION, FENCE ENCLOSURE, STEPS, WALKWAYS,
ACCESS DRIVE, AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 955 Park Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of planters and irrigation.
Applicant:	South Carolina Department of Transportation
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of a privacy fence enclosure measuring approximately eight (8') feet in height, twenty-seven (27') feet in width and fifteen (15') feet in length; a concrete walkway with steps measuring approximately four (4') feet in width and fifteen (15') feet in length; a concrete access drive measuring approximately eighteen (18') feet in width and twenty-five (25') feet in length; landscaping and irrigation, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Fencing materials must be reviewed and approved by the Design Development Review Commission staff. 9. Chain link fencing is not allowed; black metal picket is preferred with fabric for privacy is permitted. 10. Screening must be opaque.
CITY AGENCY COMMENTS FOR ENCROACHMENT	
Lucinda Statler, Planning Department	Recommend approval with the condition: 1. Fencing materials must be reviewed and approved by the Design Development Review Commission staff. 2. Chain link fencing is not allowed; black metal picket is preferred with fabric for privacy is permitted.

Robert Anderson, Street Division	Recommend approval.
Denny Daniels, Columbia Water Engineering	Recommend approval.
Andrew Ritter, Traffic Engineering	Recommend approval.
Caleb King, Forestry Division	Recommend approval.
Johnathan Chambers, Land Development	Recommend approval with condition: 1. Screening must be opaque.
Kris Scott, Fire Department	Recommend approval.

Wednesday, May 19, 2021



**REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)**

31.a

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x 11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: April 7, 2021 Property Owner: South Carolina Department of Transportation
Business Name/Applicant's Name if different than owner: Roger D. Sears, Capital Improvements Manager
Contact Information: Telephone Number: (803) 737-1298 Fax Number: *(803) 737-1542
Mailing address: 955 Park Street; Columbia, SC 29201 E-mail address: searsrd@scdot.org

Business Name/Development Name for Encroachment: South Carolina Department of Transportation

Encroachment type: Wall ☒ Fence ☐ Columns ☒ Steps ☒ Irrigation System ☐ Landscaping ☒ Driveway ☐ Pavers ☒ Sidewalk/Walkway
Planters ☐ Awning ☐ Underground Utilities ☐ Other: _____

Dimensions (height/width/length):
(i.e. 6'x42' wooden privacy fence;
two 12'x4'x3' concrete steps)

30'x40' 6' or 8' high privacy fence enclosure for trash/recycling area, steps and walk to access
area, access drive, and irrigation system for lawn.

Construction material:

Steel fence, concrete steps and sidewalk.

☐ **OUTDOOR DINING:** The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title:
Date:

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title:
Date:

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT

Johnathan Chambers
John Fellows
Rachel Bailey
Jerry Thompson
Tori Salvant
Amy Moore
Lucinda Statler
Jerry Thompson
Scott Holder
Denny Daniels
Robert Swenson
Robert Sweatt
David Brewer
Caleb King
John Hooks
Chip Timmons
Kris Scott
Linda Matney
LR: 1/2017

DEPARTMENT

Development Services (Land Development)
Development Services (Planning)
Development Services (Zoning)
Development Services (Building Inspections)
Development Services (Development Center)
Development Services (Historic Preservation)
Development Services (Urban Design)
Development Services (Commercial Plan Review)
Development Services (Landscaping)
Utilities & Engineering (Construction Management)
Public Works (Administration)
Public Works (Street Division)
Public Works (Traffic Engineering)
Public Works (Forestry & Beautification)
Public Works (Solid Waste)
Risk Management
Fire Department
Parking Services

PHONE

803-545-3333
803-545-3222
803-545-3332
803-545-3420
803-545-3420
803-545-3222
803-545-0229
803-545-3420
803-545-3218
803-545-3400
803-545-3780
803-545-3790
803-545-3850
803-545-3860
803-545-3800
803-733-8306
803-545-3736
803-545-3070

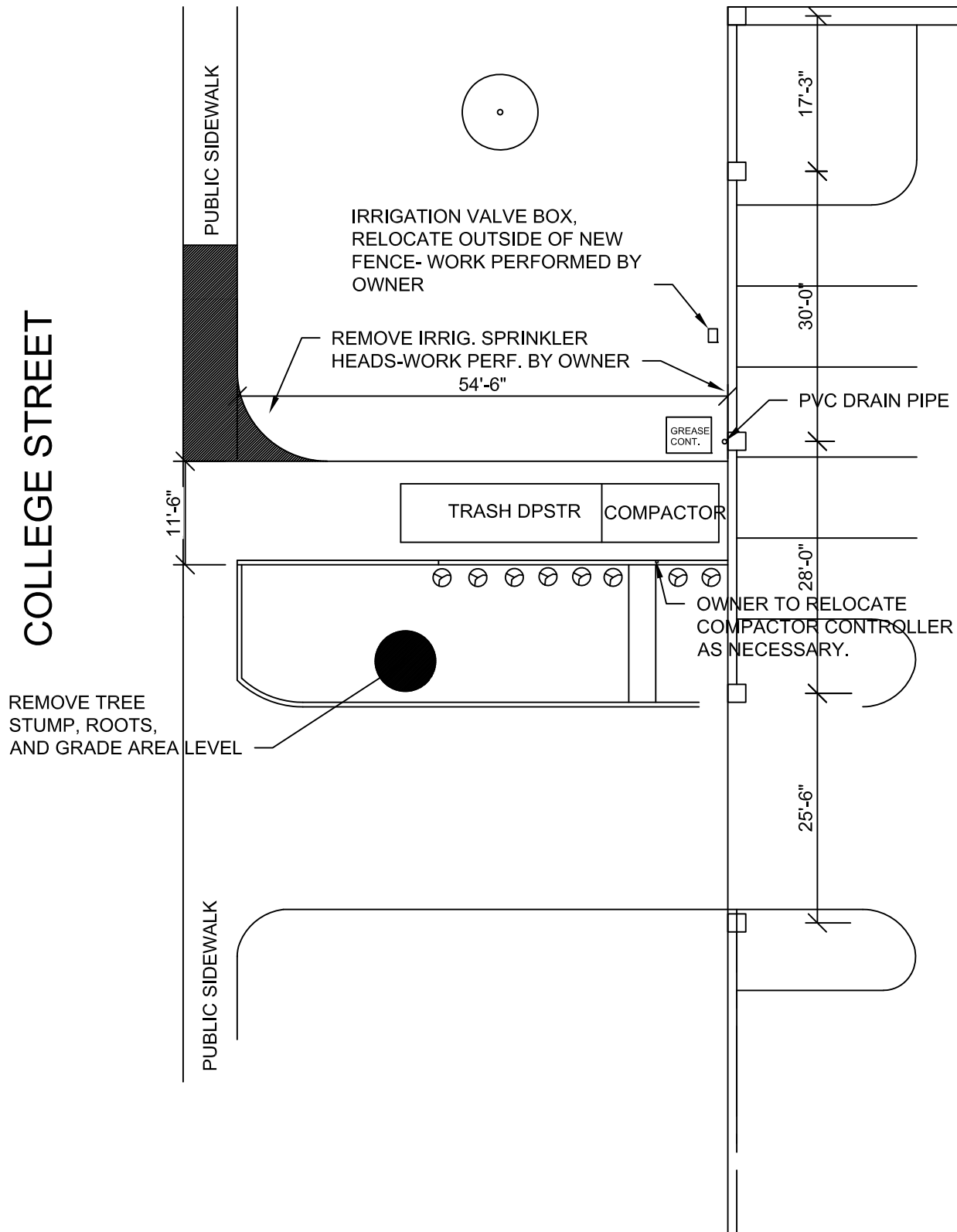
FAX

803-255-8935
803-733-8647
803-733-8647
803-733-8699
803-733-8699
803-733-8647
803-733-8647
803-733-8647
803-255-8935
803-988-8199
803-733-8648
803-545-3785
803-733-8648
803-733-8648
803-733-8245
803-401-8839
803-733-8523

E-MAIL

jechambers@columbiasc.net
jsfellows@columbiasc.net
rlbailey@columbiasc.net
jlthompson@columbiasc.net
tcsalvant@columbiasc.net
aemoore@columbiasc.net
lsstatler@columbiasc.net
jlthompson@columbiasc.net
jsholder@columbiasc.net
jddaniels@columbiasc.net
raanderson@columbiasc.net
rgsweatt@columbiasc.net
ddb Brewer@columbiasc.net
cdking@columbiasc.net
jphooks@columbiasc.net
catimmons@columbiasc.net
cfdkdcscott@columbiasc.net
lsmatney@columbiasc.net

Packet Pg. 407



TRASH/RECYCLING AREA DEMOLITION PLAN

SCALE: 1/16"=1'-0"

COLLEGE STREET

NEW SIDEWALK BEGINS & CURB/GUTTER
STARTS & TRANSITION TO GUTTER ELEV.

1'-6" 6" 5'-6"

NEW SLAB LEVEL
W/ EXTG. SIDEWALK

SLOPE

6'-0"

NEW CONCRETE SIDEWALK CROSS SLOPE 1:48 MAX

GUTTER LOCATION

SLOPE CONC. TOWARDS GUTTER

SLOPE TO
STREET

18'-0"

NOTE: CONTRACTOR MUST COMPLY WITH THE CITY OF
COLUMBIA SPECIFICATIONS AND CONSTRUCTION
REQUIREMENTS FOR WORK WITHIN THE CITY
RIGHT OF WAY TO INCLUDE TRAFFIC CONTROL.

ENLARGED SIDEWALK PLAN

1/8" = 1'-0"



SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
955 PARK STREET, P.O. BOX 191
COLUMBIA, SOUTH CAROLINA 29202-0191

ORDINANCE NO.: 2021-064

Authorizing the City Manager to execute Amendment No. 7 to Amended and Restated Agreement of Sale and Purchase between the City of Columbia and Baker and Baker Real Estate Developers, LLC for the sale of Parcel "A" containing approximately 27,664 square feet (0.64 acre) and Parcel "B" containing approximately 25,444 (0.58 acre) square feet located on the eastern side of Gist Street between Laurel Street and Blanding Street and known as Richland County TMS No.: 09005-02-44 and 09005-02-23

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2021, that the City Manager is authorized to execute the attached Amendment No. 7 to Amended and Restated Agreement of Sale and Purchase, or in a form to be approved by the City Attorney, between the City of Columbia and Baker and Baker Real Estate Development, LLC for the sale of Parcel "A" containing approximately 27,664 square feet (0.64 acre) for the sum of Three Hundred Twenty-five Thousand Five Hundred Sixty-three and No/100 (\$325,563.00) Dollars and Parcel "B" containing approximately 25,444 square feet (0.58 acre) for the sum of Two Hundred Ninety-nine Thousand Four Hundred Thirty-seven and No/100 (\$299,437.00) Dollars. Parcel "A" and Parcel "B" being located on the eastern side of Gist Street between Laurel Street and Blanding Street and known as Richland County TMS #09005-02-44 and 09005-02-23.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**AMENDMENT NO. 7 TO AMENDED AND RESTATED
AGREEMENT OF SALE AND PURCHASE**

THIS AMENDMENT NO. 7 TO AGREEMENT OF SALE AND PURCHASE (this "Amendment No. 7") is made and effective as of the date of the last signature hereinbelow (the "Amendment No. 7 Effective Date"), by and among **THE CITY OF COLUMBIA** ("Seller") and **BAKER AND BAKER REAL ESTATE DEVELOPERS, LLC**, a South Carolina limited liability company ("Purchaser").

WITNESSETH:

WHEREAS, Seller and Purchaser previously entered into that certain Agreement of Sale and Purchase with an Effective Date of February 22, 2011 relating to the real property that is the subject of this Seventh Amendment;

WHEREAS, Seller and Purchaser entered into that certain Amended and Restated Agreement of Sale and Purchase fully executed on February 20, 2013 (the "Amended and Restated Agreement") for the sale and purchase of Parcel A and Parcel B;

WHEREAS, the Amended and Restated Agreement was amended by way of that certain Amendment No. 1 to Amended and Restated Agreement of Sale and Purchase dated April 19, 2013; by way of that certain Amendment No. 2 to Amended and Restated Agreement of Sale and Purchase dated May 22, 2013; by way of that certain Amendment No. 3 to Amended and Restated Agreement of Sale and Purchase dated July 25, 2013; and by way of that certain Amendment No. 4 to Amended and Restated Agreement of Sale and Purchase dated August 6, 2013; and by way of that certain Amendment No. 5 to Amended and Restated Agreement of Sale and Purchase dated January 10, 2014, and by way of that certain Amendment No. 6 to Amended and Restated Agreement of Sale and Purchase dated June 8, 2020; and

WHEREAS, the closing of the sale and purchase of Parcel A was consummated by the parties, as evidenced by the delivery of a deed from Seller to Purchaser recorded in the Richland County Register of Deeds in Book 1928 at Page 1239; and

WHEREAS, Seller and Purchaser now wish to further amend the Amended and Restated Agreement as set forth below.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Capitalized Terms. Any capitalized term not defined herein shall have the definition ascribed to such term in the Amended and Restated Agreement.

2. Ratification of Parcel B Purchase Price. Seller and Purchaser hereby agree and ratify the Parcel B Purchase Price, which is Two Hundred Ninety-Nine Thousand Four Hundred

Thirty-Seven and No/100 (\$299,437.00) Dollars, to be paid by Purchaser to Seller in immediately available funds at the time of the Parcel B Closing.

3. Approval Period. Seller hereby acknowledges and agrees that Purchaser has pursued and continues to diligently pursue the Requisite Approvals and the Approval Period is hereby extended for a period of 365 days from and after the Amendment No. 7 Effective Date and the Approval Period may continue to be extended from time to time in the manner provided in Paragraph 7 of the Amended and Restated Agreement.

4. Closing Date. The Parcel B Closing Date shall continue to be subject to the provisions of, and calculated as set forth in, Paragraph 11 of the Amended and Restated Agreement.

5. Effect. The Amended and Restated Agreement, as amended hereby, is in full force and effect and is hereby ratified by Seller and Purchaser.

6. Counterparts. This Amendment No. 7 may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, Seller and Purchaser have each executed this Amendment No. 7 as of the date of execution set forth below its signature, with the last of such dates being the Amendment No. 7 Effective Date.

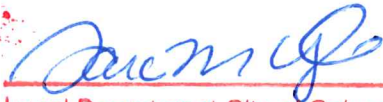
SELLER:

CITY OF COLUMBIA

By: _____
Name: Teresa B. Wilson
Title: City Manager

Date: _____, 2021

APPROVED AS TO FORM



Legal Department City of Columbia, SC

PURCHASER:

BAKER AND BAKER REAL ESTATE DEVELOPERS, LLC

By: _____
Name: Steven M. Anastasion
Title: Manager

Date: _____, 2021

ORDINANCE NO.: 2021-065

*Authorizing the City Manager to execute a Fifteenth Amendment to Purchase Agreement
between the City of Columbia and Bright-Meyers 2001 LLC for the sale
of 5.97 +/- acres (Capital City Stadium), Richland County TMS #11204-02-02*

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2021, that
the City Manager is authorized to execute the attached Fifteenth Amendment to Purchase Agreement,
or on a form approved by the City Attorney, between the City of Columbia and Bright-Meyers 2001
LLC for the sale of 5.97 acres +/- (Capital City Stadium), Richland County TMS #11204-02-02.

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

FIFTEENTH AMENDMENT TO PURCHASE AGREEMENT

This Fifteenth Amendment to Purchase Agreement (the "Fifteenth Amendment") is made and entered into by and between the City of Columbia, hereinafter referred to as "Seller", and Ballpark, LLC, a South Carolina limited liability company, as assignee of Bright-Meyers Assembly Street, LLC, hereinafter referred to as "Buyer" effective as of the Amendment Effective Date (as hereinafter defined).

WITNESSETH:

WHEREAS, Seller and Bright-Meyers 2001 LLC entered into a Purchase Agreement effective August 27, 2012 (as amended by thirteen prior instruments, the "Agreement"), which gives Buyer the exclusive right to purchase the property ("Property") described in the Agreement under the terms and conditions of the Agreement; and

WHEREAS, pursuant to that certain Assignment of Purchase Agreement dated October 15, 2018 Bright Meyers 2001 LLC assigned its rights and obligations under the Agreement to its affiliate, Bright-Meyers Assembly Street, LLC, a Tennessee limited liability company; and

WHEREAS, pursuant to that certain Assignment of Contract dated January 29, 2019 Bright-Meyers Assembly Street, LLC assigned its rights and obligations under the Agreement to Ballpark, LLC; and

WHEREAS, the Agreement was most recently further modified, amended and clarified by that certain Fourteenth Amendment to Purchase Agreement effective October 28, 2020; and

WHEREAS, Seller and Buyer mutually desire to further modify and amend said Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED, that for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, the Agreement is amended as follows:

1. Paragraph 14 of the Agreement is amended to provide that the Closing shall take place on or before November 1, 2021. Buyer shall give Seller written notice of its intent to close at least four (4) weeks prior to the desired Closing date.
2. The "Amendment Effective Date" is the date on which this Amendment is signed by both parties hereto.

Except as modified and amended hereby, all the terms, covenants and conditions of said Purchase Agreement and subsequent Amendments shall continue and remain in full force and effect insofar as they do not conflict with the terms of this Fifteenth Amendment. In the event that the language of the Agreement or a prior Amendment is contrary to the language of this Amendment, the language of this Amendment shall control regarding that provision.

IN WITNESS WHEREOF, the parties have caused this Fifteenth Amendment to Purchase Agreement to be executed and effective as of the date of the last signature herein below.

WITNESSES:

SELLER: CITY OF COLUMBIA

BY: _____

Teresa B. Wilson

ITS: City Manager

Date: _____

BUYER: BALLPARK, LLC

BY: _____

Name: _____

ITS: _____

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC



July 9, 2021

VIA EMAIL

Melissa Gentry, PE
Assistant City Manager
1737 Main Street
Columbia, SC 29201

Attorneys at Law
Alabama
Florida
Georgia
Louisiana
Mississippi
South Carolina
Tennessee
Texas
Washington, DC

William P. McElveen, Jr.
Direct: 803.212.4957
E-Fax: 803.343.1228
bill.mcelveen@arlaw.com

Re: Purchase Agreement between City of Columbia and Ballpark, LLC
AR File No. 028523-000001

Dear Missy:

As we discussed I am writing to provide some background information in support of our client's request for a 90 day extension to the closing date. Enclosed with this letter is a summary of our client's accomplishments to date. As I have mentioned before, I have never worked on a project with more off-site complexities than the Ballpark re-development. The time, effort and expense invested by our client is impressive, and the results have positioned this project for success.

One matter not mentioned in the attached summary is the scheduling issue caused by the sewer work being performed onsite by the City's contractor, S.J. Louis Construction, Inc. This is not a closing issue, but we wanted to remind you that our client cannot start the flood mitigation work until after your contractor has finished excavating soils and installing pipe behind Olympia Mills.

Thanks again for your assistance and let me know if you have any questions.

Sincerely,

William P. McElveen, Jr.

William P. McElveen, Jr.

WPMjr/lb

Enclosure

cc: Judith McInnis, Esq. (w/encl. via email)
Andrew Weddle (w/encl. via email)

List of milestones and accomplishments to date by Ballpark, LLC

Established and maintained private security at site during contract period

Donated \$60,000 to Historic Columbia as requested for documentary on Capital City Stadium

Secured SSRC with City of Columbia and Richland County to compensate for expenses associated with flood mitigation improvements

Met with neighborhood leaders to request support for the project

Performed environmental testing at stadium site. Also performed soil testing on lands owned by Sarah Hendrix, Olympia Project Owner, Vulcan, CSX, Chitwood Development and Richland County Recreation Commission as needed for stream mitigation work

Secured Voluntary Cleanup Contract with DHEC

Secured 401 Water Quality permit from DHEC

Secured City approval of abandoned buildings tax credit

Performed extensive on-site engineering (Cox & Dinkins) to address drainage, new road connections and cut/fill analysis

Completed ALTA surveys of the site and of Lower Assembly and railroad crossings as required for agreed improvements by Ballpark

Secured SCDOT approval of new roadway design for Lower Assembly Street

Secured court order closing public roads (Hamrick and Seabrook) that crossed the property

Secured site plan and BOZA approvals

Secured rezoning and annexation approvals

Secured easements from all private landowners (including Vulcan) for flood mitigation work, except for CSX which is demanding Ballpark purchase for \$300,000

NOTE: Ballpark, LLC has spent \$1.7 million to date on this project.

Open items to be resolved before closing

Secure 404 Permit from the Corps of Engineers. This process has been delayed because the City did not have a maintenance plan for the flood improvements. We believe the plan has now been finalized (provided Richland County will maintain the work done on Vulcan's property-that issue is pending with Stephen Staley at Richland County).

Confirm CSX purchase terms. We cannot finalize with CSX until the Corps of Engineers permit is issued.

Our equity partner must perform its final due diligence investigations of the project. The Corps of Engineers permit is the major issue they want to see resolved. They also want us to submit plans to Richland County for a land disturbance permit.

ORDINANCE NO.: 2021-066

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article II, Mayor, Council and City Manager, Division 2, Council Meetings, Sec. 2-59 Council committees and special committees

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2021, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article II, Mayor, Council and City Manager, Division 2, Council Meetings, Sec. 2-59 Council committees and special committees is amended to read as follows:

Sec. 2-59. Council committees and special committees.

- (a) City council shall establish and use committees to expedite policy making and legislative functions by equally distributing the responsibilities and work load among members of council. Council members may participate in committee meetings remotely, in accordance with the procedures set forth in section 2-61, but will not be counted for purposes of a quorum.
- (b) Council committee assignments shall be made by choice of the council members beginning with the most senior member and concluding with the most junior member until each committee consists of three members of the council. The budget and finance committee shall be a committee of the whole.
- (c) Council may appoint a special committee to advise and make recommendations to the city's management team, the mayor, and city council on a variety of programs and issues.
- (d) Special committees may conduct meetings remotely. All meetings of special committees shall be open to the public. Minutes or reports by special committees shall be filed with the city clerk as public records.**

Requested by:

Mayor and City Council

Mayor

Approved by:

City Manager

Approved as to form:

T.A. Knox

City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

RESOLUTION NO.: R-2021-081

Ratifying and Authorizing the City Manager to execute an Agreement between the City of Columbia and The Midlands Housing Alliance, Inc. for 2025 Main Street for Fiscal Year 2021-2022

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2021, that the City Manager's execution of the attached Agreement between the City of Columbia and The Midlands Housing Alliance, Inc., or on a form approved by the City Attorney, for financial assistance of up to but not exceeding Three Hundred Twenty-five Thousand and No/100 (\$325,000.00) Dollars, Two Hundred and Fifty Thousand and No/100 (\$250,000.00) Dollars of which to be used exclusively for security services, equipment, criminal background and outstanding warrant checks on all clients and Seventy-five Thousand and No/100 (\$75,000.00) Dollars to be used as general operating funds to cover expenses as determined by MHA for the operation of its facility at 2025 Main Street for the fiscal year 2021-2022 is hereby ratified and approved.

(Funding source: 1018410)

Requested by:

City Manager _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
) **AGREEMENT BETWEEN THE CITY OF COLUMBIA**
) **AND THE MIDLANDS HOUSING ALLIANCE, INC.**
 COUNTY OF RICHLAND) **(2025 Main Street, Columbia, SC)**

WHEREAS, the City of Columbia (hereinafter "City") has agreed to provide financial assistance up to but not to exceed Three Hundred and Twenty-Five Thousand and No/100 (\$325,000.00) Dollars to The Midlands Housing Alliance, Inc. (hereinafter "MHA") in conjunction with the operation of its facility located at 2025 Main Street, Columbia, South Carolina, subject to certain terms, conditions and contingencies; NOW, THEREFORE,

For and in consideration of the following terms, conditions and contingencies, the receipt and sufficiency of which are hereby acknowledged, the City and MHA agree as follows:

The City agrees to provide financial assistance to the Midland Housing Alliance (hereinafter "MHA") up to the amount of Three Hundred and Twenty-Five Thousand and No/100 (\$325,000.00) Dollars for the City's fiscal year 2021-2022 in conjunction with the operation of its facility located at 2025 Main Street, Columbia, South Carolina (the "facility"), subject to the following terms, conditions and contingencies, which must be met and complied with at all times in order for MHA to receive such funding:

The term of this Agreement will commence on July 1, 2021, and will end on June 30, 2022.

- a) MHA agrees that it will make a good faith effort to secure financial assistance from Richland and Lexington County, funding in an amount equal to or substantially similar to the City of Columbia's funding and provide documentation of request and amount awarded.
- b) Two Hundred Fifty Thousand and No/100 (\$250,000) City funds shall be used by MHA exclusively for security services, equipment, and criminal background and outstanding warrant checks on all clients. Seventy-Five Thousand and No/100 (\$75,000) will be used as general operating funds to cover expenses as determined by MHA; and,
- c) MHA and the Columbia Police Department leadership shall hold regularly scheduled meetings with representatives from neighborhood associations, the Columbia Downtown Business Improvement District, area churches or any other person or entity expressing a desire to attend to discuss public safety, issues related to the operation of the facility, and homelessness concerns. Copies of meeting minutes, meeting agenda or meeting notice should be submitted along with payment reimbursement request and,
- d) The MHA CEO or designated representative will attend the Downtown Neighborhoods Coalition monthly meeting on the first Friday of every month to discuss any homeless issue and,
- e) Columbia City Council will appoint a representative from the Coalition of Downtown Neighborhoods Association and one At-large City Councilmember or a designee to the MHA's Board of Directors and each appointee shall have full voting rights; and,
- f) MHA will provide to the City MHA's FY21-22 budget with designated fund sources prior to City funding being released to MHA; and,
- g) MHA will provide the City with such information as the City may request to demonstrate to the City's satisfaction that MHA has adequate funding to fully operate its facility during its fiscal year excluding the funding provided by the City prior to funding being released; and,

h) MHA will not accept registered sex offenders at its facility for beds and will make registration records from the facility available on an on-going basis to community safety officers looking for certain individuals; and,

- i) MHA will provide to the Community Development Department as requested, and no less than annually and no later than July 31st, the following information:
 - a. Data as requested by the department on Transitions clients that is submitted to HMIS registration.
 - b. Reports in regard to how Transitions is addressing the Six (6) Homeless Response Goals as adopted by City Council:
 - ☐ Coordinate the response to poverty with other agencies
 - ☐ Bring humanity to the response to poverty
 - ☐ Leverage the power of the community in responding to poverty
 - ☐ Institutionalize accountability for providers
 - ☐ Meet the unique needs of the individual in need
 - ☐ Address downtown impacts

j) If all terms, conditions and contingencies having been met, the City will fund MHA in four quarterly installments as reimbursement for the expense of security criminal background, outstanding warrant checks, and general operating costs incurred by MHA in the prior quarter and are subject to the appropriation of such funds by Columbia City Council. Services rendered must be for the fiscal year beginning July 1 and ending June 30 of the fiscal year the funds are awarded. Requests for reimbursements must be submitted in writing and include copies of paid receipts or payroll documentation sent to the City Manager, PO Box 147, Columbia, SC 29217 within fifteen (15) days of the end of the quarter to be reimbursed. If the City is not satisfied with the accounting, the City may request additional information and make payment when it is satisfied the expenses were for security, criminal background and outstanding warrant checks on all clients, or other general operating expenses, make a partial reimbursement or make no reimbursement at all.

MHA acknowledges and agrees that it is being supported in whole or in part by public funds making it subject to the South Carolina Freedom of Information Act. Any documents or other information provided to the City pursuant to this Agreement shall be deemed as a public record under the South Carolina Freedom of Information Act and made available to the public. MHA also agrees it will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

If MHA ceases its operations and/or services at the property, the City shall have the right of first refusal to purchase the property at a price and upon such terms and conditions as the parties may negotiate and mutually agree. MHA will provide the City with written notification of its decision to cease operations and/or services at the property. Within thirty (30) days of receipt of the written notification, the City shall exercise the right of first refusal to purchase the property

by giving written notice to MHA requesting that the parties commence with negotiations as to price and terms and conditions of purchase.

Either party may terminate this Agreement at any time without cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

If MHA fails to comply with any of the aforesaid terms, conditions and contingencies at any time, City will have the right to immediately terminate this Agreement by giving written notice to MHA of such termination.

If this Agreement is terminated, neither party shall have nor owe any further obligations to the other after the effective date of termination.

The parties may amend this Agreement at any time provided that such amendment is executed in writing and signed by a duly authorized representative of both parties.

In the event any provision(s) of this Agreement are held to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement, shall remain to be in full force and effect, enforceable in accordance with its terms as if such provision(s) had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the parties hereto as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, will be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable.

In performing its obligations hereunder, the MHA will comply with all applicable federal, state and local laws, regulations and ordinances.

Nothing contained in this Agreement shall be construed as conferring upon any other party the rights of a third party beneficiary.

Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail postage prepaid to:

In the case of the City:

Mayor
City of Columbia
P.O. Box 147
Columbia, SC 29217

With a copy to:

City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

In the case of the MHA:

Chief Executive Officer
The Midlands Housing Alliance, Inc.
2025 Main Street
Columbia, SC 29201

The City and the MHA, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices will be sent.

This Agreement shall be construed under the laws of the State of South Carolina. MHA agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof.

Any approvals required from the City will be deemed given if provided by the City Manager or his designated City representative.

This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same.

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

IN WITNESS WHEREOF, the parties have entered into this Agreement which shall have an effective date on the date last signed by an authorized representative of either party.

Witnesses as to City:

CITY OF COLUMBIA

By: _____
Teresa B. Wilson
Its: City Manager

Date: _____

Witnesses as to the MHA:

The Midlands Housing Alliance, Inc.

By: _____
Craig J. Currey
Its: Chief Executive Officer

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

7/6/2021

RESOLUTION NO.: R-2021-082

Ratifying and Authorizing the City Manager to execute Professional Services Agreement for the Housing First Program between the City of Columbia and the University of South Carolina for Fiscal Year 2021-2022

BE IT RESOLVED by the Mayor and City Council this __ day of _____, 2021 that the City Manager's execution of the attached Professional Services Agreement between the City of Columbia and the University of South Carolina, or on a form approved by the City Attorney, for financial assistance of up to but not exceeding Two Hundred Twenty-Nine Thousand Five Hundred and No/100 (\$229,500.00) Dollars for the fiscal year 2021-2022 in support of the University's partnership with the Columbia Housing Authority to operate the Housing First Program is hereby ratified and approved.

(Funding source: 1018410/638303).

Requested by:

City Manager

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
)
)
 COUNTY OF RICHLAND) AGREEMENT BETWEEN THE CITY OF COLUMBIA
) AND THE UNIVERSITY OF SOUTH CAROLINA
) (Supportive Housing Services)

WHEREAS, the University of South Carolina Supportive Housing Services (hereinafter "USC") provides resources to develop comprehensive housing strategies following the national model of Housing First for meeting the housing and service needs of eligible chronically homeless individuals by providing housing units and supportive services within the City limits of Columbia; and,

WHEREAS, the City of Columbia (hereinafter "City") has agreed to provide financial assistance up to but not to exceed Two Hundred Twenty-Nine Thousand Five Hundred and No/100 (\$229,500.00) Dollars to USC for use by its Housing First program, subject to certain terms, conditions and contingencies; NOW, THEREFORE,

For and in consideration of the following terms, conditions and contingencies, the receipt and sufficiency of which are hereby acknowledged, the City and USC agree as follows:

The City agrees to provide financial assistance to USC up to the amount of Two Hundred Twenty-Nine Thousand and Five No/100 (\$229,500.00) Dollars for the City's fiscal year 2021-2022 in conjunction with the operation of its Housing First program, subject to the following terms, conditions and contingencies, which must be met and complied with at all times in order for USC to receive such funding:

1. The term of this Agreement will commence on July 1, 2021, and will end on June 30, 2022.
2. Two Hundred Twenty-Nine Thousand Five Hundred and No/100 (\$229,500.00) of City funds shall be used by USC exclusively for support of its partnership with the Columbia Housing Authority to operate the Housing First Program.
3. USC will provide supportive services assistance to eligible Housing First clients to assist them in establishing and maintaining stable, permanent housing, develop job skills, and access mainstream resources.
4. USC will provide to the City USC's Housing First FY21-22 budget with designated fund sources prior to City funding being released to USC.
5. USC will provide the City with such information as the City may request to demonstrate to the City's satisfaction that USC has adequate funding to fully operate the Housing First program during its fiscal year independent of the funding provided by the City prior to funding being released.
6. USC will provide to the City's Community Development Department, no less than once a year, the data and information indicated below that Community Development requires to complete any government reporting. Drawdown for payment of eligible expenses shall be made against the line item budget specified in Attachment 1, herein, in accordance with the performance and the approval of requests for payment.

a. data as requested by the City on Housing First clients that is submitted to HMIS registration.

b. reports regard to how the Housing First Program is addressing the Six (6) Homeless Response Goals as adopted by City Council:

- Coordinate the response to poverty with other agencies
 - Bring humanity to the response to poverty
 - Leverage the power of the community in responding to poverty
 - Institutionalize accountability for providers
 - Meet the unique needs of the individual in need
 - Address downtown impacts
7. If all terms, conditions and contingencies having been met, the City will fund USC in monthly installments as reimbursement for the expenses as previously stated. Services rendered must be for the fiscal year beginning July 1 and ending June 30 of the fiscal year the funds are awarded. Requests for reimbursements must be submitted in writing and include copies of paid receipts or payroll documentation sent to the City Manager, PO Box 147, Columbia, SC 29217 within fifteen (15) days of the end of the quarter to be reimbursed. If the City is not satisfied with the accounting, the City may request additional information and make payment when it is satisfied the expenses were for providing clients with safe and affordable housing and supportive services to promote greater self-sufficiency and improve the quality of their lives.

USC acknowledges and agrees that it is being supported in whole or in part by public funds making it subject to the South Carolina Freedom of Information Act. Any documents or other information provided to the City pursuant to this Agreement shall be deemed as a public record under the South Carolina Freedom of Information Act and made available to the public. USC also agrees it will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, sexual orientation, national origin or physical handicap.

Either party may terminate this Agreement at any time without cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

If USC fails to comply with any of the aforesaid terms, conditions and contingencies at any time, City will have the right to immediately terminate this Agreement by giving written notice to USC of such termination.

If this Agreement is terminated without cause, neither party shall have nor owe any further obligations to the other after the effective date of termination.

In the event of termination by the City, the City will be responsible for reasonable non-cancelable debts incurred by USC in fulfillment of this Agreement prior to termination.

The parties may amend this Agreement at any time provided that such amendment is executed in writing and signed by a duly authorized representative of both parties.

In the event any provision(s) of this Agreement are held to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement, shall remain to be in full force and effect, enforceable in accordance with its terms as if such provision(s) had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the parties hereto as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, will be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable.

In performing its obligations hereunder, the USC will comply with all applicable federal, state and local laws, regulations and ordinances.

Nothing contained in this Agreement shall be construed as conferring upon any other party the rights of a third party beneficiary.

Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail postage prepaid to:

As to the City:	Mayor City of Columbia P.O. Box 147 Columbia, SC 29217	As to USC:	University of South Carolina c/o Daniel Christmus 1600 Hampton Street, Suite 414 Columbia, SC 29208
With a copy to:	City Manager City of Columbia P.O. Box 147 Columbia, SC 29217		Kristen S. Connors, LMSW Director Department of Internal Medicine Supportive Housing Services 1325 Laurel Street Columbia, SC 29201

The City and USC, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices will be sent.

This Agreement shall be construed under the laws of the State of South Carolina. USC agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof.

Any approvals required from the City will be deemed given if provided by the City Manager or her designated City representative.

This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same.

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

IN WITNESS WHEREOF, the parties have entered into this Agreement which shall be effective as of the date of the last signature herein below.

Witnesses as to City:

CITY OF COLUMBIA

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

Witnesses as to USC:

THE UNIVERSITY OF SOUTH CAROLINA

By: _____
Print Name: _____
Its: Sponsored Program Administrator
Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

7/6/2021

RESOLUTION NO.: R-2021-085

Ratifying and Authorizing the City Manager to execute an Inclement Weather Center Service Agreement between the City of Columbia and the United Way of the Midlands for operation of the Inclement Weather Center for Fiscal Year 2021-2022

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2021, that the City Manager is hereby authorized to execute the attached Inclement Weather Center Service Agreement with the United Way of the Midlands, or on a form to be approved by the City Attorney, for the operation of the Inclement Weather Center for the fiscal year 2021-2022, the total compensation for such services shall not exceed Four Hundred and Thirteen Thousand Six Hundred Twenty-Five and 79/100 Dollars (\$413,625.79) Dollars is hereby ratified and approved.

(Funding Source: 1018410 638302)

Requested by:

City Manager _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) **INCLEMENT WEATHER CENTER SERVICE AGREEMENT**

THIS INCLEMENT WEATHER CENTER SERVICE AGREEMENT (this "Agreement") is entered into by and between the City of Columbia, South Carolina, a political subdivision of the State of South Carolina (the "City") and United Way of the Midlands, a South Carolina nonprofit corporation ("UWM").

NOW, THEREFORE, in consideration of the premises, the mutual commitments made in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Engagement of UWM; Consent to Subcontracting.

(a) The City hereby engages UWM to assist the City with the operation of the 2021-2022 Inclement Weather Center (the "Center"). UWM agrees to provide in a commercially reasonable manner (either directly or through subcontractors) the services set forth in **Appendix A**. UWM acknowledges that UWM and its subcontractors will make reasonable efforts to stay within the Center Budget. The City agrees to pay UWM for the costs attributable the operation of the Center up to Four Hundred and Thirteen Thousand Six Hundred Twenty-Five and 79/100 Dollars (\$413,625.79) (the "Contract Fee"). In the event that UWM's costs to operate the Center exceed the Contract Fee due to unforeseeable and/or unanticipated events, such as but not limited to unexpected periods of extreme weather, City staff will work in good faith with UWM, in accordance with section 4(a) to request from Council those additional costs above the Contract Fee. UWM's duties with respect to the Center shall be strictly limited to those duties expressly set out in this Agreement.

(b) The City has requested UWM to assist the City by operating the Center according to the terms of this Agreement. The City recognizes and acknowledges that UWM is a nonprofit organization. UWM recognizes that the City is a municipal corporation and is required by law to comply with constitutional guidelines concerning the separation of church and state matters, including the First Amendment's prohibition against establishing religion. Accordingly, in operating the Center, UWM and its subcontractors will comply with all applicable laws regarding the separation of church and state and the establishment of religion.

(c) The City acknowledges that UWM may not have the staffing or infrastructure necessary for providing all of the services set forth in **Appendix A**. The City accordingly consents to UWM's subcontracting of any of those services to other providers approved by the City.

2. Term. The term of this Agreement will commence on the Effective Date and will end on June 30, 2022 (the "Term").

3. Understandings of UWM and the City. In entering into this Agreement, agreeing to the funding limit established by City council for the performance of such duties, and agreeing to the scope of services set out in **Appendix A**, UWM has made and relied upon the following understandings:

(a) The number of persons staying at the Center will not exceed two hundred forty (240) per night (and in no event will exceed the capacity established by the fire marshal (or otherwise by law) for the physical structure of the Center.

(b) The Center will be operated from November 1, 2021 through March 31, 2022 from 5:45 p.m. until 7:15 a.m. only on those days when the Center Leader determines that weather conditions indicate the Center should be opened to guests for the night, as required by the standards set forth in **Appendix A**. Any extension of the Center's operations beyond March 31, 2022 must be mutually agreed to in writing by the City Manager, as authorized by City Council, and the CEO of UWM. Any costs attributable to the operation of the Center after March 31, 2022 are not included in the Contract Fee.

4. Payment to UWM.

(a) On the Effective Date, the City shall provide advanced funding for the operations of the Center during the months of November, based upon the Center Budget. Thereafter, the City shall fund the operations of the Center on a monthly basis by a payment made thirty (30) days in advance of the beginning of the operational month, based upon the Center Budget. UWM shall submit a monthly reconciliation of costs to the City no later than twenty (20) days after the end of each month of the Term, and subsequent advances from the City shall be adjusted accordingly. In the event that UWM projects that the Contract Fee will be insufficient to cover the costs of operating the Center through March 31, 2022, UWM will immediately notify the City of such projected shortfall. After the Center has operated for sixty-five (65) days, UWM and the City shall assess the budget and operations of the center to evaluate funding levels for the remainder of the Center operations period.

(b) The services and facilities to be provided by the City will be provided at the sole expense of the City and shall be in addition to any amounts paid to UWM by the City pursuant this Agreement.

5. Confidentiality. All of the reports, information, data, records or documents of any kind containing medical or health care-related information about Center residents, prepared or assembled by UWM (or any subcontractor) under this Agreement shall be maintained as required to comply with the Health Insurance Portability and Accountability Act (HIPAA). UWM and any subcontractors will maintain such records for a period of not less than three (3) years after receipt of final payment under this Agreement. In the event that UWM or its subcontractors providing services to the Center receive media and/or public inquiries regarding the Center or operations under this Agreement, UWM shall immediately notify the City and shall coordinate any response to such inquiries with the City.

6. Amendments. The parties may amend this Agreement at any time provided that such amendment is executed in writing, signed by a duly authorized and empowered representative of both organizations and approved (i) in the case of the City, by the City Manager, as authorized by City Council or (ii) in the case of UWM, by UWM's CEO or the executive committee of UWM's board of directors.

7. Assignment. Although UWM may subcontract certain services to other contractors, UWM may not assign the entire Agreement without the prior written consent of the City.

8. Termination of Agreement.

(a) Termination by the City. The City may terminate this Agreement in the event of (i) the failure by the City Council to appropriate funds in its budget to pay UWM for operation of the Center; or (ii) the failure by UWM to perform any of its obligations required by this

Agreement, which failure is not corrected within fifteen (15) days after having been notified of such deficiency by the City.

(b) Termination by UWM. UWM may terminate this Agreement in the event of (i) the failure by the City to timely pay any portion of the Contract Fee, Excess Costs, or Additional Opening Costs; or (ii) the failure by the City to perform any other obligations required by this Agreement, which failure is not corrected within fifteen (15) days after having been notified of such deficiency by UWM.

(c) Termination by Either Party. Either party has the right to terminate this Agreement, with or without cause, at any time, upon fifteen (15) calendar days' prior written notice to the other party.

In the event this Agreement is terminated for any reason prior to the end of the Term, UWM shall be entitled to actual costs incurred in the operation of the Center through the date of termination, plus the costs of any prepaid expenses related to operation of the Center.

9. Interest of UWM. UWM covenants that UWM presently has no interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement.

10. Equal Employment Opportunity and Nondiscrimination in Services. In carrying out its obligations under this Agreement, UWM will not discriminate against any guest or prospective guest of the Center because of race, creed, color, religion, ancestry, sex, national origin, sexual orientation, disability or other handicap, age, or marital status. UWM will post in conspicuous places, available to employees and applicants for employment, any notices required to be provided by the federal or state government setting forth the provisions related to nondiscrimination. UWM will 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, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. UWM will incorporate these requirements into all subcontracts for work in fulfillment of this Agreement.

11. Severability. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, if the extent of such invalidity, illegality or unenforceability does not destroy the basis of the bargain herein, then such invalidity, illegality, or unenforceability will in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which will be in full force and effect, enforceable in accordance with its terms as if such provisions had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the parties hereto as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, will be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable.

12. Compliance with Laws. In performing its obligations hereunder, UWM and its subcontractors will comply with all applicable federal, state and local laws and ordinances.

13. Personnel. UWM has secured, or will secure, directly or indirectly, all trained and qualified personnel needed for performance of the services required of UWM under this Agreement.

14. Representations by City. The City makes the following affirmative representations as the basis for the undertakings on UWM's part herein contained:

(a) The City is a political subdivision of the State of South Carolina and a body politic and corporate, duly organized and validly existing under the constitution and laws of the State of South Carolina, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) The City has duly authorized the execution, delivery and performance of this Agreement and this Agreement has been duly executed and delivered by the City.

15. Representations by UWM. UWM makes the following affirmative representations as the basis for the undertakings on the City's part herein contained:

(a) UWM is a nonprofit corporation duly formed under the laws of the State of South Carolina and exempt from tax as an entity described in Section 501(c)(3) of the Internal Revenue Code, with full legal right, power, authority, adequate funding and financial ability to enter into and perform its obligations under this Agreement.

(b) UWM has duly authorized the execution, delivery and performance of this Agreement and this Agreement has been duly executed and delivered by UWM.

16. Third Party Beneficiary. Nothing contained in this Agreement will be construed to confer upon any other party, the rights of a third party beneficiary, except as may be otherwise specifically provided for herein.

17. Giving of Notice. All notices and other communications required or permitted under this Agreement shall be deemed given and received if delivered in person, by overnight delivery service, or by first-class United States mail, postage prepaid and certified. Any notice shall be delivered to the parties as follows:

The City:
City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

With a copy to:
City Attorney
City of Columbia
P.O. Box 667
Columbia, SC 29202

And to:
Community Development
UWM Contract Administrator
City of Columbia
1225 Lady Street, Ste. 102
Columbia, SC 29201

UWM:
United Way of the Midlands
1818 Blanding Street
Columbia, SC 29201
Attn: CEO

The City and UWM, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices will be sent.

18. Governing Law. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject

matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

19. Status of UWM. UWM and its subcontractors will perform its/their duties and obligations hereunder for the City in the capacity of an independent contractor. The performance by UWM or any subcontractor of any function, duty or responsibility as an agent of the City will not in any manner affect the status of UWM or subcontractor as an independent contractor under this Agreement.

20. No Partnership. Nothing contained in this Agreement is intended or will be construed to create a partnership or joint venture between the City, including any successors or assigns of the City, and UWM, including any subcontractors, successors or assigns of UWM.

21. Approvals of City. Any approvals required from the City will be deemed given if provided by the City Manager or her designated representative.

22. Insurance. UWM shall procure and shall maintain during the Term, whether such operation be by itself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect UWM or the subcontractor, as the case may be, from any claims or damages including bodily injury or death, which may arise from them during operations under this Agreement.

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

- Workers Compensation Insurance - UWM shall procure and shall maintain during the Term, Workers Compensation Insurance for all employees to be engaged in work at the Center under this Agreement, and in case any work is sublet, UWM shall require the subcontractor to similarly provide Worker Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by UWM's Worker Compensation Insurance. UWM shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.
- Liability Insurance - UWM shall procure and maintain during the Term insurance against claims for any injuries to persons or damages to property that may arise form or in connection with the performance of the work by UWM, its agents, or representatives, employees or subcontractors. The City shall be named as additional insured on all liability insurance policies carried by UWM. A copy of the policy shall be submitted to the City prior to opening the Center.
 - Commercial General Liability Insurance - Coverage in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 in the aggregate for bodily injury, personal injury, and property damage, naming the City as an additional insured.
 - Automobile Liability Insurance - \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
 - Abuse and Molestation Insurance - Coverage either through a separate policy on included with the Commercial General Liability policy, in an amount of coverage not less than \$1,000,000.00.

- Professional Liability Insurance - If UWM will be providing case management and/or counseling services, coverage in an amount not less than \$1,000,000.00.

23. Force Majeure. Notwithstanding any provision to the contrary, neither party will be deemed to be in default for failing to perform any of its duties hereunder, if such failure is the result of any labor dispute, act of God, natural disaster, act of terrorism, armed conflict, inability to obtain labor or materials, governmental restrictions or any other event that is beyond the party's reasonable control. The party shall not be liable for any injury or damage suffered by the other party as a result of such failure or interruption. Each party shall in good faith continue providing services after a failure or interruption as soon as possible or renegotiate the terms of this Agreement.

24. Entire Agreement. This Agreement is the entire agreement among the parties with respect to the matters contemplated hereby and supersedes all other prior or contemporaneous agreements or understandings, whether written or oral, among the parties with respect to the subject matter hereof.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed an original, and all of such counterparts shall together constitute one and the same agreement. Such executions may be transmitted to the parties by facsimile and such facsimile execution shall have the full force and effect of an original signature.

26. Final Acceptance of Terms. This agreement is subject to and contingent upon final approval by City Council.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the date of the last signature herein below.

WITNESSES:

CITY OF COLUMBIA

BY: _____

Teresa B. Wilson

Title: City Manager

Date: _____

UNITED WAY OF THE MIDLANDS

BY: _____

Sara Fawcett

Chief Executive Officer

Title: _____

Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Overall Budget Request for up to 74 Operating Days

Line Item	2021-22 Proposed Budget	Notes
Midlands Housing Alliance	\$ 244,663.00	To provide staff and services at IWC up to 74 operating days and street outreach and case management at Transitions for the full contract year. See detailed budget attached.
Salvation Army	\$ 44,615.62	To provide a hot dinner meal and light breakfast at IWC up to 74 operating days. See detailed budget attached.
Transportation	\$ 34,784.75	Provide morning and evening transportation for up to 74 operating days. See detailed budget attached.
Security	\$ 46,062.42	For security at the IWC up to 74 operating days. See attached for rates.
Contingency for expanded sheltering out of season	\$ 3,500.00	Budgeting for up to three nights of expanded operations out of season due to severe weather (ex - hurricanes) or if 74 budgeted days is exceeded. Note - does not include transportation or security. Funds are reimbursable based on use.
United Way of the Midlands Oversight and Reporting	\$ 40,000.00	Vendor management and financial and programmatic reporting.
Totals	\$413,625.79	

IWC vendor budgets are included following this section.

APPENDIX A

Inclement Weather Center (IWC) 2021-2022 Season Budget Transitions Homeless Center

<u>Salaried Personnel Expenses</u>	-
<u>Line Item</u>	<u>Amount</u>
Assistant IWC Manager (Outreach)	\$ 38,000.00
Assistant IWC Manager (Emergency)	\$ 39,000.00
Additional Outreach Staff	\$ 1,000.00
Additional Support Staff	\$ 9,750.00
Staff Supervision Costs	\$ 44,380.00
Fringe Benefits @ 21%	\$ 16,380.00
Total Salaried Personnel Expenses:	\$ 148,510.00

<u>Contract Personnel Expenses</u>	-
<u>Line Item</u>	<u>Amount</u>
IWC Manager	\$ 16,200.00
IWC House Managers	\$ 16,800.00
IWC House Assistants	\$ 22,500.00
Custodial/Housekeeping Services	\$ 7,650.00
Laundry Services	\$ 10,060.00
Holiday Pay	\$ 1,500.00
Total Contract Personnel Expenses:	\$ 74,710.00

<u>Operating Expenses</u>	-
<u>Line Item</u>	<u>Amount</u>
General Liability Insurance	\$ 600.00
Worker's Comp Insurance	\$ 4,468.00
Auto Insurance	\$ 400.00
Fuel	\$ 525.00
Professional Development	\$ 650.00
Human Resources Expenses	\$ 2,800.00
Supplies	\$ 12,000.00
Total Operating Expenses:	\$ 21,443.00

Total 2021-2022 Season Expenses:	\$ 244,663.00
---	----------------------

The Salvation Army Inclement Weather Center
Budget-UDATED 3/1/2021

BUDGET LINE ITEM

Staff	\$6,320.62
Food & Paper	
Products	\$32,975.00
Transportation	\$5,320.00
Total	\$44,615.62

Transportation

Request from the COMET

Description	Per Hour	74 days
Contractor @ 3.32 hours per day	\$ 80.54	\$ 19,787.07
Fuel	\$ 6.00	\$ 1,474.08
Security	\$ 20.35	\$ 6,023.60
Bus Stop Cleaning	1	\$ 2,500.00
Marketing	1	\$ 2,500.00
Admin Oversight	1	\$ 2,500.00
		\$ 34,784.75

Security Request from G4S

1, unarmed guard in place when the shelter opens at 5:45 p.m. through 7:30 a.m. = 13.75 hours/night

1, unarmed guard in place when shelter opens at 5:45 p.m. through 11:45 p.m. = 6 hours/night

19.75 hours @\$29.71 for 74 nights = \$43,421.65

19.75 hours @ \$44.57 for 3 potential holidays = \$2,640.77

Total for 74 days between November 6th and March 31st = \$46,062.42

RESOLUTION NO.: R-2021-064

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA Tour & Tasting on Wednesday, August 11, 2021 with a rain contingency date of Thursday, August 19, 2021

WHEREAS, the Columbia Museum of Art ("CMA") is hosting CMA Tour & Tasting on Wednesday, August 11, 2021 with a rain contingency date of Thursday, August 19, 2021 from 6:00 p.m. until 8:00 p.m.; and,

WHEREAS, the CMA has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum from 5:00 p.m. until 10:00 p.m. for preparation and staging of the area for an outdoor event to be held between 6:00 p.m. until 8:00 p.m., and for patrons to consume beer and wine beverages only on Wednesday, August 11, 2021 with a rain contingency date of Thursday, August 19, 2021 from 6:00 p.m. until 7:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC and shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
2. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
3. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact such as hugs, handshakes, fist bumps, and high-fives during the event.
4. Organizer shall encourage all attendees of the event to adhere to all COVID-19 safety protocols to include but not be limited to wearing of face masks, social distancing and frequent washing of hands.
5. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities should be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
6. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.
7. Organizer shall coordinate with food vendors to offer touchless payment options if possible and available or provide a tray for the exchange of payment to avoid hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.
8. At no cost to the City, Organizer shall be responsible for hiring of no less than two (2) off-duty City of Columbia police officers during the hours of 5:00 p.m. until 10:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ___ day of _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 6:00 p.m. and 7:30 p.m. on Wednesday, August 11, 2021 with a rain contingency date of Thursday, August 19, 2021; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of courtyard/plaza area adjacent to the Museum, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Wednesday, August 11, 2021, closed portion of Boyd Plaza adjacent to the Columbia Museum of Art shall be closed on Thursday, August 19, 2021. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

T.A. Knox

City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 5/19/21

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)

Dana Witkoski, dwitkoski@columbiamuseum.org

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser) Tour & Tasting, gallery tour and wine tasting program

DATE(S) OF EVENTS: (multiple day can be on one request) August 11, 2021

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

August 19, 2021

LOCATION OF EVENT

(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)

1515 Main Street, Columbia Museum of Art

STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)

Boyd Plaza

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

5:00 pm-10:00 pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

6:00-8:00 pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event
(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

6:00-7:30 pm

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov

Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations

Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 3/3/2021



COVID-19 Event Safety Plan

Masks are required to gain admission or participate in the event in accordance with applicable state laws/ordinances.

Sanitizer stations will be placed throughout the event area and museum for the duration of the event. The CMA has adequate supplies for increased cleaning and disinfection for high traffic areas and bathrooms.

The CMA has a social distancing plan in place. The plan encourages individuals who are not part of the same household to stay at least 6 feet apart before, during, and after the event by addressing traffic flow, seating layout and/or availability of seating, and, if applicable, blocking off rows and/or sections.

Visible guidelines will be posted, such as decals/tape on floors, signs on walls, and/or stanchions with signs, to promote social distancing.

All outside event vendors will be fully informed of the CMA's COVID-19 safety protocols and agree to adhere to all protocols for the duration of the event.

Visible guidelines of COVID-19 safety protocols and event specific rules will be posted for attendees to see upon entry.

BOYD PLAZA

Hampton Street

CLOSED



Pods + tables throughout
plaza, separated by
six feet.

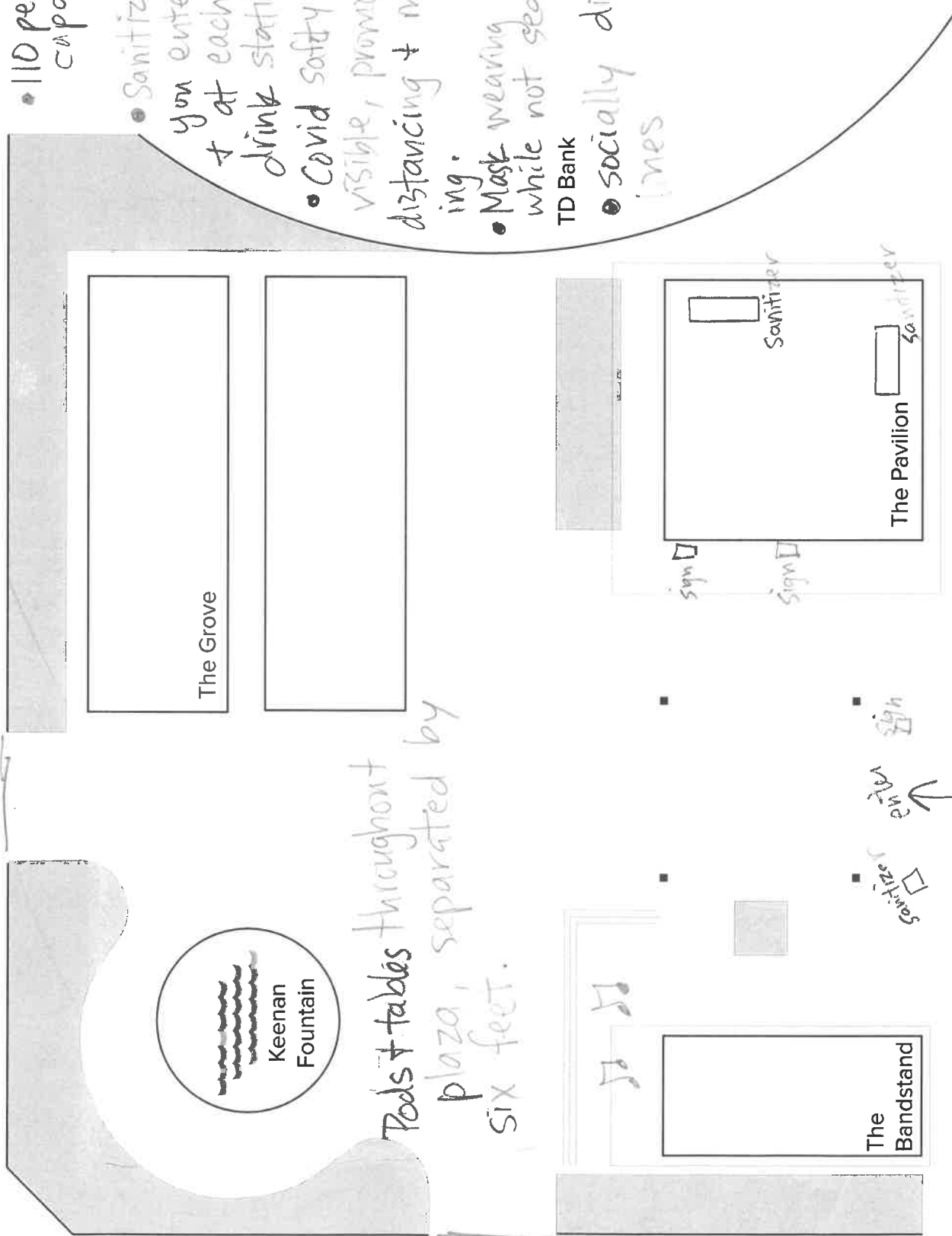
Main Street

Columbia Museum of Art

Pg. 4

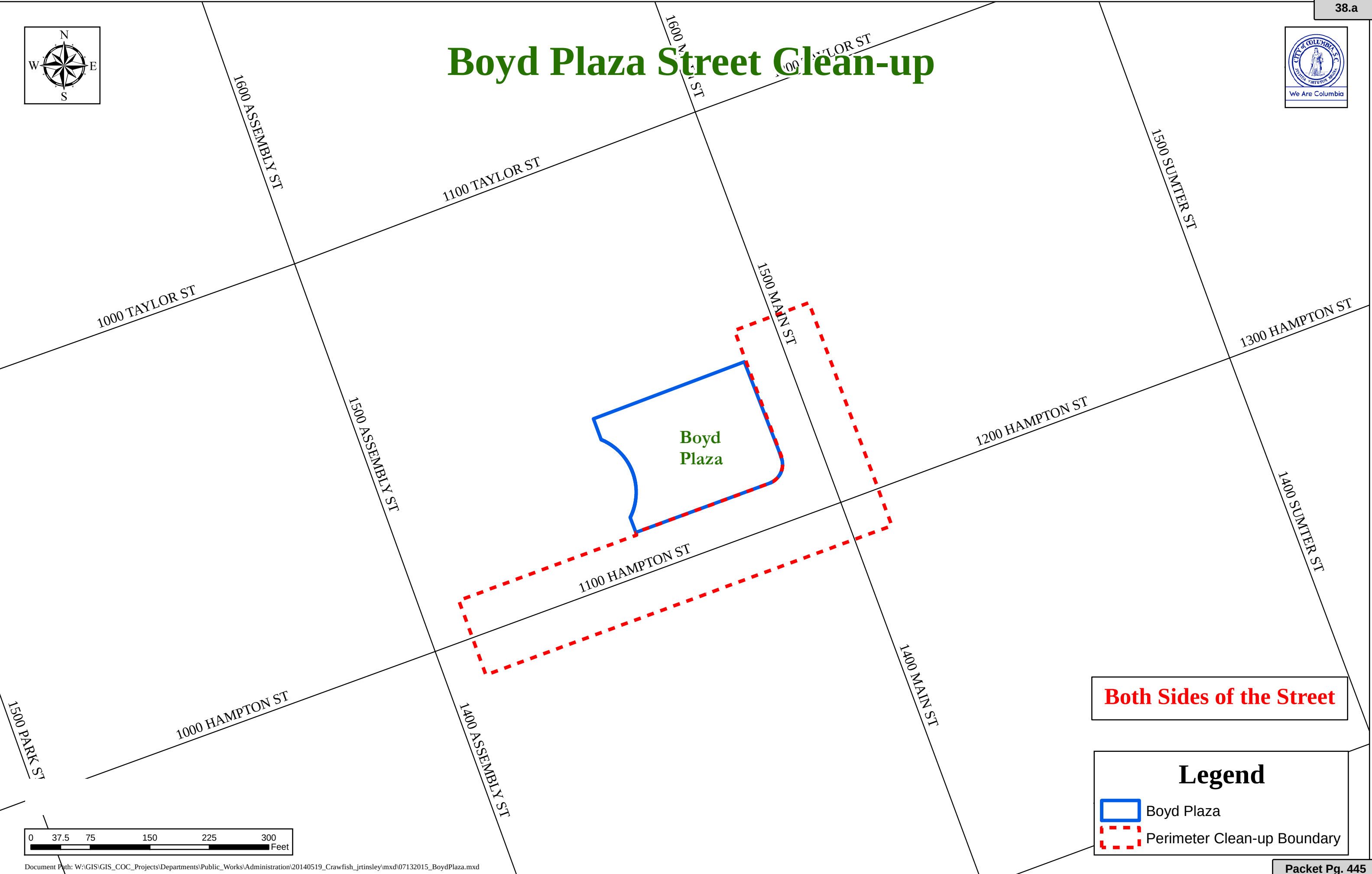
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Packet Pg. 444





Boyd Plaza Street Clean-up



Both Sides of the Street

Legend

-  Boyd Plaza
-  Perimeter Clean-up Boundary

